

Call for tenders

Occupational accident insurance services

Date: 02 October 2020

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1 Introduction

1.1 Profile of the UPU

The Universal Postal Union (UPU) was founded in 1874 in Berne, Switzerland, with the main goal of establishing a single postal territory for the reciprocal exchange of letter-post items and adopting common principles for the international postal service in a non-discriminatory manner. Currently comprising 192 member countries, the UPU became a specialized agency of the United Nations in 1948.

The mission of the UPU is to stimulate the lasting development of efficient and accessible universal postal services of quality in order to facilitate communication between the inhabitants of the world. It does this by guaranteeing the free circulation of items over a single postal territory made up of interconnected networks, encouraging the adoption of fair common standards and the use of technology, ensuring cooperation and interaction among stakeholders, promoting effective technical cooperation, and ensuring the satisfaction of customers' changing needs. The UPU is thus expected to play a major role in the continued revitalization of postal services.

Furthermore, the UPU facilitates the development of worldwide postal services by providing an information and communication technology framework that allows designated operators¹ (DOs) of UPU member countries to concentrate on the delivery of postal services to their customers. In this context, the UPU provides a global network with value-added services, as well as computerized applications for the management of international mail and international postal money orders.

2 Terms and conditions of the call for tenders

Unless otherwise indicated in this call for tenders (CFT), the term "Bidder" shall mean any person, company or legal entity submitting a proposal in response to this CFT. The term "Vendor" shall mean any selected bidder.

2.1 Confidentiality

Bidders shall treat in strict confidence all information contained in this CFT and its attached documents which is not already publicly known or generally accessible, particularly any documentation marked as confidential and distributed by the UPU to Bidders as additional confidential CFT documentation. Bidders shall prevent disclosure or distribution of all such information to third parties and other entities and persons not expressly authorized herein. In case of doubt, these confidentiality provisions shall nevertheless be observed. All Bidders are obliged to observe these confidentiality provisions before, during and after the tendering process. These provisions shall not affect the UPU's and the Bidder's legal obligations to disclose information.

Bidders shall not use such information for any purpose other than the purposes associated with this CFT. This CFT and all attached documents may only be distributed or made available to persons directly involved in the tendering process on behalf of Bidders. Where external agents or subcontractors are involved in the preparation of the tender documents, they shall be named and indicated in the participation notification (see section 2.13).

Bidders assume full responsibility for compliance of their agents, employees and subcontractors, as well as any third parties involved on their behalf in this tendering process, with these rules of confidentiality and shall be liable for any damages resulting from misconduct or unauthorized disclosure.

If a Bidder violates the confidentiality provisions contained herein, it shall be liable to pay a penalty to the UPU unless the Bidder can prove that no fault is attributable to it. This penalty shall amount to no more than 50,000 CHF per infringement. Payment of any such penalty shall not release Bidders from their obligation to observe confidentiality.

¹ In accordance with article 1.7 of the Constitution of the UPU, a designated operator is any governmental or non-governmental entity officially designated by the member country to operate postal services and to fulfil the related obligations arising out of the Acts of the Union on its territory.

Bidders wishing to submit proposals in response to this CFT shall transmit their proposals to the contact person(s) specified in section 2.15 below, and may request additional information relating to this CFT from the UPU, as the case may be.

Without prejudice to the confidentiality provisions set out above, Bidders shall agree that the receipt of such information may be subject to the prior signature of a non-disclosure agreement between the Bidder and the UPU, under conditions to be determined and communicated by the latter.

2.2 *Legal status of the Vendor*

The Vendor shall be regarded in law as having the legal status of independent contractor. The Vendor and its consultants, employees and subcontractors (as authorized by the UPU) shall in no way be regarded as employees of the UPU. Such consultants, employees and subcontractors of the Vendor shall not be entitled to any employment benefits of the UPU. The Vendor shall be solely responsible for due payment of all compensation owed to such consultants, employees and subcontractors, including payment of any employment taxes, benefits, compensation and insurance. The Vendor shall represent and warrant that it will comply with all laws, rules and regulations required by the relevant authorities, including the appropriate withholding, reporting and payment of all necessary taxes.

The Vendor shall be liable for all work performed by its employees, consultants and subcontractors, as well as for any act or omission by such employees, consultants and subcontractors.

The Vendor shall not assign, sublicense, subcontract, pledge or otherwise transfer or dispose of its offer, or any of the rights and obligations contained in it, without prior written consent of the UPU.

2.3 *Scope of the CFT*

This CFT concerns the provision of occupational accident insurance services for the benefit of the UPU's staff members, who are not subject to the Swiss Federal Accident Insurance Act (LAA).

2.4 *Background*

The UPU is an specialized agency of the United Nations with a total number of employees between 250 and 300. In this regard, the UPU requires the provision of specialized occupational insurance services by a qualified provider.

2.5 *Objectives*

The UPU wishes to contract the provision of occupational insurance services for a maximum duration of four years, with a view to providing UPU staff members with insurance coverage against occupational accidents.

Accidents² shall be deemed occupational where they befall insured staff members:

- during the working hours observed by the latter on the order or in the interest of their organization, including where the work is carried out remotely, regardless of the place of work (global scope);
- during work stoppages, as well as before and after work, where insured parties are legitimately at their place of work or teleworking, or in a dangerous area associated with their occupational activity;
- directly *en route* to and from work.

2.6 *Use of the emblem, name and initials of the UPU*

Bidders shall not advertise or otherwise make public the fact that they intend to provide, are providing or have provided services to the UPU, or use the emblem, name or initials of the UPU in connection with their business for purposes of commercial advantage or goodwill without prior and explicit permission from the UPU. Bidders shall take all reasonable measures to ensure compliance with this provision by their agents, employees and subcontractors.

² Accidents are defined as any sudden and involuntary damage to the human body attributable to an extraordinary external cause that compromises physical, mental or psychological health or results in death.

2.7 *Collusive bidding, anti-competitive practices and any other similar conduct*

Without prejudice to the provisions contained in sections 3 and 4 below, Bidders (including their agents, consultants, employees and subcontractors) shall not engage in any collusive bidding, anti-competitive practices or any other similar conduct in relation to:

- the preparation and submission of offers;
- the clarification of offers;
- the conduct and content of any negotiations, including final contract negotiations.

For the purposes of this CFT, collusive bidding, anti-competitive practices and any other similar conduct may include disclosure to, or exchange or clarification with, any other Bidder of information (in any form), regardless of whether such information is confidential to the UPU or to any other Bidder, in order to alter the results of the CFT in such a way that would lead to an outcome other than that which would have been obtained through a competitive process. In addition to any other remedies available to it, the UPU may, at its sole discretion, immediately reject any offer submitted by a Bidder which, in the UPU's opinion, has engaged in any collusive bidding, anti-competitive conduct or other similar conduct with any other Bidder in relation to the preparation or submission of offers, whether in respect of this CFT or other procurement processes conducted by the UPU.

2.8 *Intellectual property*

This CFT and all its attached documents, including any content, forms, statements, concepts, projects and procedures explicitly or implicitly forming part of this CFT, constitute the exclusive intellectual property of the UPU. This CFT is communicated to the various Bidders with the sole purpose of assisting them in the preparation of their respective offers. Any hard copies of this CFT shall be destroyed or returned to the UPU by unsuccessful bidders at the request of the UPU.

2.9 *Privileges and immunities*

Nothing in or relating to this CFT, the activities described herein or any potential agreements related thereto shall be deemed as a waiver, expressed or implied, of any of the privileges, immunities and facilities which the UPU enjoys as a specialized agency of the United Nations system, pursuant to the Swiss Host State Act and the Agreement on Privileges and Immunities of the United Nations (on Swiss territory), the Convention on the Privileges and Immunities of the Specialised Agencies (outside Switzerland), as well as any other conventions and laws recognizing and/or granting such privileges, immunities and facilities to the UPU and its officials (including, without limitation, the International Organizations Immunities Act in the case of the United States of America).

Accordingly, the Vendor shall expressly acknowledge and agree that the property and assets of the UPU, including any archives, data, documents and funds belonging to the UPU or held by it (including, without limitation, the data/hosting environments and servers pertaining to or associated with the provision of the services, as well as any data or document in any form belonging to or held by the UPU on behalf of UPU member countries and their DOs), are inviolable and shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action. The Vendor shall immediately contact the UPU in case of any attempt to violate or any violation of the UPU's privileges and immunities and take any reasonable measures to prevent such a violation.

In the light of the UPU's status as a specialized agency of the United Nations (and without prejudice to the observance, by the UPU, of any sanctions established by the United Nations Security Council), Bidders shall expressly certify their legal and operational willingness and ability to provide the services on a non-discriminatory basis for the benefit of all eligible entities established and/or situated in the territory of any UPU member country, irrespective of the existence of diplomatic relations between a Bidder's country of incorporation and/or operation and any UPU member country (including its DOs).

2.10 *Tax exemption*

Pursuant to article III, section 9, of the Convention on the Privileges and Immunities of the Specialized Agencies, the UPU is exempt from all direct taxes and from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use.

Furthermore, the UPU, as an intergovernmental organization and a specialized agency of the United Nations, is exempt from value-added tax (VAT) in Switzerland (OLTVA, article 22; *Instructions 2001 sur la TVA*, articles 574, 816 and others), as well as in other countries; **therefore, all prices shall be indicated in “net” form, without VAT or similar taxes.**

2.11 Language

Tender documents shall, in their entirety, be formulated by Bidders in English or French.

2.12 Signature

Tender documents shall be signed by a representative (or representatives) duly designated and authorized to act on the Bidder's behalf and with the authority to legally bind the Bidder and accept the terms and conditions of this CFT.

2.13 Participation notification

Upon receipt of this CFT, the Bidder shall send **confirmation of participation** to all contact person(s) listed in section 2.14 below, in line with the deadline indicated in section 2.16 below.

2.14 Contact person

Secretary of the Tenders and Procurements Committee
Universal Postal Union
Weltpoststrasse 4
3015 BERNE
SWITZERLAND

Tel.: +41 31 35 03 502 or 162

E-mail: caa@upu.int

2.15 Further inquiries and questions

Any questions regarding the content of this CFT or any requests for clarification from Bidders must be sent in written form to the contact person(s) listed in section 2.14 above, **by 26 October 2020**.

Answers to questions submitted by Bidders or additional information relating to this CFT shall be published and regularly updated on the UPU website (www.upu.int/en/Universal-Postal-Union/Procurement).

2.16 Delivery of offers and deadline

In the light of the current situation relating to the ongoing COVID-19 pandemic, all bids shall, on an exceptional basis, be submitted electronically to the UPU. Bids shall be sent **ONLY** to **RFP-2020-021@upu.int**, with “RFP-2020-021-DRH Occupational accident insurance” as the subject.

The deadline for submitting bids is **16.00 CET on 09 November 2020**.

Bids received after this point shall not be considered by the UPU. Moreover, offers sent to any address other than the one specified above or by any other means shall not be accepted by the UPU.

The preparation and submission of tender documents by bidders shall be free of charge for the UPU.

All bids submitted shall include a declaration stating that the bidder has read, understands and accepts all provisions of this call for tenders.

2.17 Evaluation procedure

The objective of the evaluation process is to ensure the selection of a qualified, reliable and experienced Vendor for the services that are the subject of this CFT.

The evaluation procedure applied by the UPU shall be conducted at its sole discretion, with a view to determining as objectively as possible the bid that best meets the specific requirements of the UPU, on the basis of its assessment of bids received against the requirements defined herein.

- / The prescribed structure of proposals (as set out in sections 3 and 4 below, as well as Annex 1), is mandatory for all Bidders. Bids not fulfilling the aforementioned mandatory criteria shall not be taken into further consideration by the UPU.

The criteria for the evaluation of the bids are, in descending order of importance:

- i Quality of the proposal (according to the specifications of this letter);
- ii Knowledge and experience of the Bidder and its team and/or consultant(s), as applicable to the subject matter;
- iii Price.

The deliberations of the UPU Tenders and Procurements Committee (TPC) are strictly confidential. The TPC shall submit a report on the evaluation of bids received to the Director General of the UPU International Bureau, together with its final recommendation for his assessment and authorization.

- / The UPU General Terms and Conditions for the Provision of Services (attached as reference) shall be accepted by all Bidders. The final terms of any resulting contract shall be defined by the UPU and accepted by the Vendor. Contract negotiations shall only start after final selection by the UPU of a Vendor. Bidders will be informed as soon as a selection decision is taken by the UPU.

The UPU is not bound to accept the lowest tender and reserves the right to accept all or part of the tender. In awarding the contract, account will be taken of both the overall costs of the work and of the nature and quality of services to be provided. The right to negotiate prices and terms and conditions of contract after tender receipt is also reserved.

All bids submitted shall, at the UPU's sole discretion, be subject to an in-depth evaluation with the goal of enabling the UPU to engage the most appropriate service provider.

Bids received by the UPU shall address all aspects of the CFT, including the necessary modifications or missing elements envisaged and identified by the Bidders.

Bids not fulfilling the mandatory criteria set out in sections 3 and 4 shall not be taken into consideration by the UPU.

2.18 Modification, suspension or cancellation of the call for tenders

The UPU reserves the right, **at its sole discretion and at any time** before concluding this CFT (i.e. at any time prior to the signature of the relevant contract with the Vendor), to modify, suspend or cancel all or part of this CFT.

2.19 Tentative schedule

Publication of CFT announcement	02 October 2020
Receipt of offers by the UPU (deadline)	09 November 2020, at 16.00 (CET)
Estimated start of engagement	1 January 2021

3 Offer structure – Response format

All information provided shall be delivered by Bidders in full conformity with the terms and conditions set out in section 2 above, as well as in this section 3 and section 4 below.

Moreover, the requirements stipulated in this CFT shall be met in their entirety, according to the structure defined below and following the sequence and numbering provided in this section. The UPU shall evaluate all Bidder responses in accordance with the structure defined herein.

For each of the requirements listed in this CFT, Bidders shall answer with one of the following statements:

- a Covered;
- b Covered with limitations (explaining relevant limitations);
- c Not covered.

Where the answer is “covered” or “covered with limitations”, Bidders shall provide further details and/or examples of existing implementation of their solution in the field (existing use cases).

3.1 Cover letter

Bidders shall submit a cover letter including:

- a statement that the Bidder has read, understands and accepts all provisions of this CFT; and
- Bidder’s name, telephone number, physical address and e-mail address, and name of its representative(s).

The cover letter shall be signed by a representative (or representatives) duly designated and authorized to act on the Bidder’s behalf and with the authority to legally bind the Bidder and accept the terms and conditions of this CFT, and shall also include a confirmation of such authorization by the Bidder.

3.2 Executive summary

The Bidder shall provide an executive summary highlighting the most important aspects of its offer.

3.3 Bidder information

- Company structure, locations/subsidiaries;
- Financial data (turnover, profit, etc.);
- Partners and equity holders of the company;
- Company history; and
- Market position and share in relevant markets.

3.4 Subcontractor information

Vendors may not assign, sublicense, subcontract, pledge or otherwise transfer or dispose of their services, or any of the rights and obligations contained in the relevant contract with the UPU, without the prior written consent of the UPU.

The approval by the UPU of the engagement of any subcontractor shall not relieve the Vendor of any of its obligations or responsibilities concerning the work performed by any subcontractor.

3.5 Functional structure

The Bidder shall provide responses to all of the requirements set out in section 4 below (General requirements).

3.6 Pricing structure

Bidders shall provide a detailed pricing structure, as required under section 4 below (General requirements).

Bidders shall not include VAT in the aforementioned pricing structure (see section 2.10 above). Furthermore, all pricing information shall be set out exclusively in Swiss francs.

3.7 UPU General Terms and Conditions

Bidders shall include a statement confirming their acceptance of the UPU General Terms and Conditions for the Provision of Services, attached hereto for reference.

3.8 Delivery and payment schedule

The target dates for provision of the services are estimated to be as follows:

- Services start date: 01.01.2021
- Services end date: 31.12.2024

Delivery and payment schedules shall be further detailed and agreed with the UPU.

4 General requirements

4.1 Bidder requirements

The UPU shall have the right to reject any bids that do not fulfil the requirements set out herein.

Bidders shall demonstrate records of satisfactory performance for similar activities (reference letters and/or certificates of works). Business transactions and activities carried out by the Bidder must conform to the mandates and principles of the UPU. Bidders shall provide confirmation that they and their proposed personnel have not been charged with criminal or other offences other than minor traffic infractions.

Bidders shall be able to provide guarantees of solvency and long-term sustainability.

Bidders shall provide proof of ability, in terms of technical know-how and volume, to fulfil the conditions set out in this CFT. Bidders shall be able to provide organizational guarantees, more specifically as regards staff availability and skills, in respect of contractual performance.

Bidders shall take appropriate measures to ensure that all information concerning UPU staff remains strictly confidential.

Bidders shall also confirm that their bids shall cover all costs associated with the provision of the services referred to herein. Other costs to be incurred by the Vendor, including, without limitation, any travel and subsistence costs incurred in the performance of the services between the Vendor's offices or other locations specifically designated by the UPU, shall be subject to the prior written consent of the UPU. No other fees shall be paid, with the exception of reimbursement of other unavoidable costs incurred for successful completion of the services, equally subject to prior written consent of the UPU.

The insurance coverage for occupational accidents as proposed by Bidders shall correspond to the description provided in this CFT.

Bidders shall provide a description of the procedures in place to ensure business continuity and support the various departments, e.g. the services provided in the event of illness during a session.

Bidders shall include in their offers the general conditions of coverage with the following information:

- Insurance validity;
- Insured events;
- Benefits provided (medical expenses, lump sum in case of disability and calculation based on percentage of disability, lump sum in case of death);
- Obligations in the event of a claim;
- Miscellaneous provisions.

Bidders shall include in their offers both a proposal for occupational accident insurance **with** the collective health insurance scheme of the organization and **without** the collective health insurance scheme of the organization.

4.2 Description of activities

The Vendor shall provide the following services and carry out the following activities:

- a Invoicing of an annual premium, adjustable at year-end upon notification of the actual workforce of the UPU for the basis calendar year.
- b Accident notification to be downloaded online. In the event of an accident, the accident notification shall be sent by the UPU along with any supporting evidence for the handling of the accident as per contractual coverage.
- c Certificate of coverage to be provided or downloaded online.
- d Provision of advice and assistance by phone with a dedicated line.
- e Provision of advice regarding insurance coverage for teleworking arrangements.
- f Provision of advice regarding insurance coverage for business trips and official travel (missions, Congress) at the request of the UPU.

Premiums, special and supplementary conditions, and proposals for occupational accident insurance coverage with or without health insurance:

- Annual premium with premium rate per person, including a lump sum of 250,000 CHF in case of death and a lump sum of 250,000 CHF in case of disability for both category A and B staff members on the basis of the employment contracts below:
 - A. *Per person (approx. 240 insurance parties for 365 days): full-time and part-time employees on fixed-term and open-ended contracts*
 - Coverage for occupational accidents:
 - i Supplementary to the collective health insurance scheme of the UPU, hospital and sanatorium stays and outpatient care. Private room during hospital stays. Unlimited medical expenses for a period of 10 years. No deductible.
 - ii Lump sum in case of disability: 250,000 CHF
 - iii Lump sum in case of death: 250,000 CHF
 - B. *Per person (approx. 10 insured parties for 365 days): consultants, trainees, support staff appointed on a short-term basis*
 - Full coverage³ for occupational accidents:
 - i Hospital and sanatorium stays and outpatient care. Private room during hospital stays. Unlimited medical expenses for a period of 10 years. No deductible.
 - ii Lump sum in case of disability: 250,000 CHF
 - iii Lump sum in case of death: 250,000 CHF
- Special conditions: Where accident cases are still pending at the end of the settlement period, the settlement period shall be extended until the cases have been settled or until an annuity has been definitively determined. Annuities shall be considered at their cash surrender value. No losses shall be carried forward to the following settlement period.
- Supplementary condition – disability: lump sum in case of cumulative disability.

4.3 Duration of services

The contract shall be for a total term of four years. It may also be concluded for two years renewable for an additional two years, but not exceeding four years in total.

³ Treatment costs shall be insured and private hospital fees remunerated.

4.4 *Business model and costs*

Bidders shall provide a detailed pricing structure, as follows:

- Annual premium subject to deduction: at the start of the calendar year: annual flat-rate invoice based on the declared number of insured parties and adjustment at year-end based on the actual number of employees.
- Premium per person: including a lump sum of 250,000 CHF in case of death and a lump sum of 250,000 CHF in case of disability for both category A and B staff members on the basis of the UPU employment contracts described in section 4.2.
- Supplementary conditions – disability: lump sum in case of cumulative disability: Cumulative calculation method for lump sum in case of disability

The services carried out by the Vendor shall be fully invoiced on a monthly basis (in arrears), and the payments shall be remitted by the UPU within 30 business days of receipt of the invoice by the UPU, subject to the UPU's acceptance of the services provided and the Vendor's transmission to the UPU of any and all documentation clearly detailing the services that are the subject of the invoice (in a format to be established by the UPU).

4.5 *Reporting*

The Vendor shall provide the UPU with weekly reports setting out the relevant services performed by the Vendor during the period in question. Such reports shall be prepared in accordance with a structure and format defined by the UPU (in the form of time sheets).

The UPU may contest the Vendor's time sheets within 10 business days of receipt of such documents by the UPU. If these time sheets are not contested by the UPU within that period, the services listed therein shall be deemed as duly provided by the Vendor and accepted by the UPU.

4.6 *Additional information*

Bidders may include any additional information deemed necessary or relevant for a clear and detailed understanding by the UPU of the services being offered.