



Call for tenders

Instructional designer of e-learning content

Date: 12 November 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 RFP

The scope of work for this e-learning content creation project includes all planning, execution and implementation aspects, and the training of UPU staff. The selected consultant will be responsible for designing five e-learning courses based on feedback from UPU staff, and must obtain approval for each stage of the project from the UPU management before moving on to the next stage. The consultant must ensure that it has adequate resources for the design, building, testing and implementation of e-learning content.

The content to be converted for e-learning will be used for regional and global training workshops. Owing to the diversity of the audience, all training must be in English and conducive to translation and/or the embedding of subtitles. The duration of each assisted workshop is usually two to four working days, with each day usually lasting six working hours.

Deliverables expected:

- 1 A video tutorial, lasting two to three minutes, for postal operators' customers on how to prepare a customs declaration form;
- 2 An e-learning course for postal operators' staff on how to implement electronic advanced data (EAD);
- 3 A workshop on go-to-market strategies;
- 4 Two e-learning training sessions for EMS Cooperative members.

2.4 Background

EMS is an international postal express mail service offered by postal operators of member countries of the UPU. The EMS Cooperative acts as an autonomous organization within the general framework of the UPU. The EMS Unit functions as the Cooperative's secretariat and is responsible for the performance of its activities.

Since its establishment in 1998, under the auspices of the UPU's Postal Operations Council, the EMS Cooperative has continued to strengthen the EMS service through the establishment of common standards and procedures. In total, 185 postal operators offering an EMS service have joined forces to form a global EMS delivery network. In this regard, the EMS Cooperative provides a range of activities and measurements to help EMS operators improve and deliver a high-quality EMS service. Members of the EMS Cooperative have access to a comprehensive range of services and technical cooperation activities.

EMS is the fastest postal delivery service and is provided by EMS operators for the express delivery of documents and merchandise. EMS items receive top priority in all processes in the operational chain of all EMS operators. The EMS service offers the greatest added value available in the postal market.

EMS Cooperative members send 90% of global EMS traffic and deliver to 97% of the world's population. EMS is known to be reliable, and members of the EMS Cooperative can access global customer service management systems, operational reports and tracking data. Membership of the EMS Cooperative is voluntary, and members work together in order to provide an EMS service that is global, reliable and responsive to customer needs. A list of current EMS Cooperative members is available on the EMS Cooperative website at www.ems.post/members-ems-cooperative.

To help members improve their quality of service, the Cooperative delivers a programme of training and events. This includes global EMS workshops, EMS symposiums for senior management, regional training, topic-based training (e.g. EMS Pay-for-Performance), report workshops, and individual operator performance reviews.

2.5 Objectives

The UPU wishes to employ an instructional designer of e-learning content (also referred to as the e-learning design consultant) for the EMS Unit of the EMS Cooperative.

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.

2.7 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.

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
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 25 November 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-2020-023@upu.int**, with "RFP-2020-023-DOP-EMS e-learning design consultant" as the subject.

The deadline for submitting bids is **16.00 CET on 11 December 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, 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 (Annex 1) 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	12 November 2020
Receipt of offers by the UPU (deadline)	11 December 2020, at 16.00 (CET)
Estimated start of engagement	successful award of the contract

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*

- Qualifications;
- Detailed description of the proposed consultancy work;
- E-learning portfolio;
- Costs, including a daily rate for additional training, and payment details.

3.4 *Functional structure*

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

3.5 *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.

3.6 *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.

3.7 *Delivery and payment schedule*

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.

- a Degree in education, e-learning, instructional design or a related area of study, plus a minimum of five years' experience as an e-learning designer. An equivalent combination of education and experience will be considered;
- b Fluency in English, with an excellent command of English grammar and punctuation rules;
- c Ability to work independently and use initiative to complete projects, prioritize duties and manage a workload efficiently. Ability to work in a multi-task and multi-deadline environment, with strong project management skills;
- d Proficient in multimedia design and video production;
- e Ability to clearly communicate ideas and concepts to colleagues and clients;
- f Experience of working for a global organization;
- g Experience in developing e-learning content for workplace-based design projects;
- h Proven expertise in graphic design, demonstrated through a background and/or education in a form of visual design;
- i Qualifications in e-learning content design or production.

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.

4.2 *Description of activities*

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

- a Design and develop high-quality customized e-learning content and digital learning experiences for stakeholders;
- b Organize the content to be taught into logical and instructional patterns appropriate to the cultures and levels of expertise of the learners;
- c Develop and design online materials, including lesson plans, lesson content, learning objectives and assessment tools;
- d Help to troubleshoot technical problems and address issues reported by users;
- e Create new e-learning and digital learning materials suitable for desktop and mobile devices, taking account of existing solutions and business practicalities;
- f Pilot, trial and test e-learning content and platforms with end users, iterating and redeveloping as necessary to ensure that they are fit for purpose and work as intended;
- g Develop and create tailored animations, video productions, films, graphics and new artwork for all digital learning content;
- h Ensure all learning and development principles and processes are adhered to, whilst managing own workload to ensure that the project is delivered on time and in line with the project plans;
- i Review and check the quality of own and team members' work to ensure that the e-learning courses are built to the highest standards;
- j Stay updated with regard to new digital learning developments, technologies and standards.
- K Oversee the implementation of online learning programs
- L Train UPU staff to become eLearning instructors of the courses designed.

4.3 *Duration of services*

The period of performance for the services provided by the e-learning design consultant will begin at the successful award of the contract and will end when all deliverables have been completed, with this period not exceeding one year. Any modifications or extensions will be requested through the UPU, and the consultant will be contacted so that a review and discussions can be held. The consultant must be in contact with the EMS Unit on a regular basis and be available to work approximately 20 hours per week.

The Vendor will perform a majority of the work at its own facility. The Vendor will be required to meet UPU's team once per week for a status update. The status update can occur by e-mail, telecom or at the UPU's facility, depending on the needs of the projects that may be developed.

4.4 Services to be provided by the EMS e-learning design consultant

Tenders should include a feasibility analysis addressing the points listed in the requirements set out in this document. The UPU International Bureau will determine the final scope of the work to be performed at the tender evaluation stage. If any of the items within this statement of work can be advantageously combined, in terms of cost or work, bidders should indicate this in their tenders.

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

4.5 Additional information

Tenders must be submitted in English and cover both technical and price components.

Bidders should note that the costs of preparing their tenders are not reimbursable and should not be included as a cost related to the provision of the services.

All costs must be set out in the tender, including any hardware or software packages required to carry out the work.