



Request for proposals

GMS: India technical support services

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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 goals 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 main 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. This encompasses a commitment to free circulation of postal items over a single postal territory composed of interconnected networks, adoption of fair common standards and use of technology, cooperation and interaction among stakeholders, promotion of effective technical cooperation, and satisfaction of customers' changing needs. The UPU is thus expected to play a major role in the constant revitalization of postal services.

Furthermore, the UPU facilitates the development of worldwide postal services by providing an information and communication technology environment which allows designated operators¹ 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 RFP terms and conditions

Unless otherwise stated in this request for proposals (RFP), the term "Bidder" shall refer to any person, company or legal entity submitting a proposal in response to this RFP. The term "Vendor" shall refer to a successful Bidder, as the case may be.

2.1 Confidentiality

Bidders shall treat in strict confidence all information contained in this RFP 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 RFP 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 tender process. These provisions shall not affect the legal obligations of both the UPU and the Bidder to disclose information.

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

Bidders assume full responsibility for the compliance of their agents, consultants, employees and subcontractors, as well as any third parties involved on their behalf in this tender 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 it can prove that no fault is attributable to it. For each infringement, this penalty shall not exceed 50,000 CHF. Payment of any such penalties shall not release Bidders from their obligation to observe confidentiality.

Any Bidder willing to submit a proposal in response to this RFP must send its proposal to the contact person(s) specified in section 2.14 below, and may request additional information from the UPU in relation to this RFP, as the case may be.

¹ In accordance with article 1bis.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.

Without prejudice to the confidentiality provisions set out above, Bidders hereby 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 as having, in law, the legal status of independent contractor. The Vendor and its agents, consultants, employees and subcontractors (as authorized by the UPU) shall in no way be regarded as employees of the UPU. Such agents, 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 agents, consultants, employees and subcontractors, including payment of any employment taxes, benefits, compensation and insurance. The Vendor represents and warrants 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, including any acts or omissions, by its agents, consultants, employees and subcontractors.

The Vendor shall not assign, sublicense, subcontract, pledge or otherwise transfer or dispose of its proposal, or any of the rights and obligations contained therein, 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 such subcontractors.

2.3 Scope of the RFP

This RFP concerns the provision of technical support services for Global Monitoring System (GMS) radio frequency identification (RFID) equipment installed at the offices of India Post, the designated postal operator of India, located in Delhi, Mumbai, Chennai and Kolkata, as and when requested by the UPU and India Post.

2.4 Background

By means of resolution C 45/2008, the 24th UPU Congress instructed the International Bureau to implement the Global Monitoring System. This is a core global system aimed at monitoring the quality of service provided by designated operators in relation to terminal dues. The system serves as a tool to evaluate the achievements of designated operators in implementing projects financed through the UPU Quality of Service Fund. The GMS RFID network comprises GMS RFID equipment and related software, and is aimed at capturing the RFID registrations necessary for the measurement of GMS performance and the tracing of postal items. In this regard, the UPU is currently conducting a programme on the implementation of GMS radio frequency engineering services to support the designated operators of UPU member countries.

Within the context of its implementation of the aforementioned project, the UPU has provided India Post with RFID equipment installed at its offices at the four locations mentioned in section 2.3 above.

2.5 Objectives

The UPU wishes to contract specialized assistance for the provision of technical support services (including maintenance, preventive action and corrective action) for the aforementioned RFID equipment, in order to ensure the optimal operation of the related GMS RFID network.

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

Bidders/Vendors 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/Vendors shall take all reasonable measures to ensure compliance with this provision by their agents, consultants, employees and subcontractors.

2.7 *Collusive bidding, anti-competitive conduct or 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 or submission of proposals;
- the clarification of proposals;
- the conduct and content of negotiations, including final contract negotiations.

For the purposes of this RFP, collusive bidding, anti-competitive practices or any other similar conduct may include the disclosure to, or exchange or clarification with, any other Bidder of information (in any form), whether or not such information is confidential to the UPU or to any other Bidder, in order to alter the results of the RFP 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 proposal submitted by a Bidder that, in the UPU's opinion, has engaged in any collusive bidding, anti-competitive practices or other similar conduct with any other Bidder in relation to the preparation or submission of proposals, whether with respect to this RFP or other procurement processes conducted by the UPU.

2.8 *Intellectual property*

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

2.9 *Privileges and immunities*

Nothing in or relating to this RFP, 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 Specialized 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 (such as the International Organizations Immunities Act in the case of the United States of America).

Accordingly, Bidders/Vendors 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 designated operators), 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 Bidder/Vendor shall immediately contact the UPU in the event 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 designated operators).

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, as an intergovernmental organization and a specialized agency of the United Nations, the UPU 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

Bidders must submit all tender documents entirely 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 RFP.

2.13 Participation notification

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

2.14 Contact persons

Secretary of the Tenders and Procurements Committee
 Universal Postal Union
 International Bureau
 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 RFP 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 27 August 2020**.

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

2.16 Delivery of offers and deadline

In 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 must be sent **ONLY to RFP-2020-014@upu.int** with “RFP-2020-014 DOP-GMS: India technical support services” as subject.

The deadline for bid submission is 01 September 2020 at 16.00 Central European Summer Time (CEST).

Offers received after this date will 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.

2.17 Evaluation procedure

The objective of the evaluation process is to ensure the selection of a qualified, reliable and experienced Vendor for the technical support services specified in this RFP.

The evaluation procedure applied by the UPU shall be conducted at its sole discretion, with a view to determining as objectively as possible the proposal that best meets the specific requirements of the UPU, based on its assessment of the proposals 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. Proposals that do not fulfil the aforementioned mandatory criteria shall not be taken into consideration by the UPU.

Proposals received by the UPU must address all aspects of the RFP, and Bidders must identify any aspects where they envisage modifications being necessary or consider elements to be missing.

Qualitative criteria:

- Conformity of the proposal with the requirements of this RFP;
- Quality of the proposed support services (including, but not limited to, troubleshooting and other assistance);
- References from similar projects and accomplishments;
- Customer reference list;
- Competencies, experience, references and English language skills of the technical staff proposed by Bidders; and
- Bidder's management experience.

Economic criteria:

- Overall cost of the proposed technical support services;
- Clear and detailed pricing structure; and
- Financial and organizational stability of the Bidder.

The deliberations of the UPU Tenders and Procurements Committee (TPC) are strictly confidential. The TPC shall submit a report on its evaluation of the proposals 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 for 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 start only after the final selection of a Vendor by the UPU.

Bidders will be informed immediately once the UPU has made its final selection.

2.18 Modification, suspension or cancellation of the RFP

The UPU reserves the right, at its sole discretion and at any time before conclusion of the RFP (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 RFP.

2.19 Tentative schedule

Publication of RFP announcement	20 August 2020
Receipt of proposals by the UPU (deadline)	01 September 2020, at 16.00 (CEST)
Estimated start of engagement	01 October 2020

3 Proposal structure – Response format

All information provided by Bidders must be fully compliant with the terms and conditions set out in sections 2, 3 and 4 of this RFP.

Moreover, the requirements stipulated in this RFP shall be addressed 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 RFP, Bidders shall answer with one of the following statements:

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

When the answer is “covered” or “covered, with limitations”, Bidders shall provide further details and/or examples of existing implementations 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 agrees to all provisions of this RFP; and
- The Bidder’s name, telephone number, physical address and e-mail address, and the name(s) 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 RFP, 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 proposal.

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 answers 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 USD.

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 currently estimated as follows:

Services start date	01 October 2020
Services end date	31 December 2021

Delivery and payment schedules shall be addressed in further detail and agreed with the UPU.

4 General requirements

4.1 Bidder requirements

Bidders shall describe any relevant procedures for ensuring continuity of activities/services, as well as any relevant procedures pertaining to project management and communication.

Bidders shall also confirm that their proposals shall cover all costs expected to be incurred for the provision of the services referred to herein. Other costs to be incurred by the selected Vendor, including, but not limited to, travel costs between the Vendor's offices and any other locations specifically designated by the UPU for the performance of the services, 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, also subject to prior written consent of the UPU.

4.2 Description of activities

The Vendor shall ensure the continuous provision of technical support services for GSM RFID equipment installed at the offices of India Post in Delhi, Mumbai, Chennai and Kolkata, as and when requested by the UPU and India Post.

In this regard, the Vendor shall make available to the UPU and India Post, free of charge, its relevant contact information service (free direct dial) and a dedicated Internet platform for the purposes of technical support. The technical support services specified in this RFP shall be provided by the Vendor from Monday to Friday from 8.00 to 18.00 (India Standard Time).

Requests for technical assistance shall be categorized by the UPU or India Post, as the case may be, in accordance with three severity levels (critical, medium and low). The UPU and India Post shall determine the relevant severity level of the issue for which technical support is requested, at the time that any such request for technical support is communicated.

<i>Severity level</i>	<i>Description</i>	<i>Deadline (from receipt of request)</i>
Critical (Level 1)	Incidents giving rise to an interruption of system services, including loss of data	1 working day
Medium (Level 2)	Incidents giving rise to an interruption of system services, with potential loss of data	2 working days

<i>Severity level</i>	<i>Description</i>	<i>Deadline (from receipt of request)</i>
Low (Level 3)	Incidents giving rise to an interruption of system services, with no loss of data	5 working days

Bidders shall describe any relevant procedures for ensuring continuity of activities/backup systems.

Bidders shall describe any relevant procedures pertaining to project management and communication.

<i>Activity</i>	<i>Location</i>	<i>Frequency</i>
On-site preventive maintenance		
<i>1 Hardware (preventive)</i>		
1.1 Cleaning of equipment	All locations	2 x per year
1.2 Verification of technical performance (using transponders)	All locations	1 x per year
1.3 System failure simulations (to ensure the proper functioning of the backup system)	All locations	1 x per year
<i>2 Electricity and data network infrastructure (preventive)</i>		
2.1 Verification of technical performance of the uninterruptible power supply and Internet	All locations	1 x per year
2.2 System failure simulations (to ensure the proper functioning of the backup system)	All locations	1 x per year
On-site corrective maintenance		
<i>3 Hardware (corrective)</i>		
3.1 Installation and replacement of new RFID readers and antennas	On request	On request
3.2 Uninstallation of RFID readers and antennas no longer in use	On request	On request
3.3 Uninstallation of RFID communications rack and any associated equipment no longer in use	On request	On request
3.4 Replacement of spare parts	On request	On request
3.5 Verification of electrical and network connections	On request	On request
3.6 Diagnosis and troubleshooting of RFID equipment	On request	On request
3.7 On-site support for set-up and certification processes	On request	On request
<i>4 Electricity and data network infrastructure (corrective)</i>		
4.1 Installation and replacement of new RFID communications rack and any associated equipment	On request	On request
4.2 Uninstallation of RFID communications rack and any associated equipment no longer in use	On request	On request
4.3 Diagnosis and troubleshooting for electrical and network supply issues	On request	On request
4.4 On-site support for set-up and certification processes	On request	On request

The Vendor shall also complete the following tasks:

- Activation of corrective maintenance protocols upon receipt of technical support requests from the UPU and India Post;
- Annual preventive maintenance;

- Prompt identification/escalation of risks and other issues, as well as prompt notification of such risks and issues to the UPU and India Post; and
- Use of equipment and resources provided by the UPU and India Post in accordance with their respective applicable policies and procedures.

4.3 *Bidder competencies and experience*

Technical knowledge:

- Particular focus on technology and innovation;
- Knowledge of software localization tools and practices (particularly RC-WinTrans); and
- Project management techniques and skills.

Skills and competencies of Bidders' technical staff:

- Problem-solving skills; and
- Aptitude to learn quickly.

Language requirements: English (Fluent)

The UPU may require documentation samples and/or a list of similar projects and accomplishments.

4.4 *Business model and costs*

The Bidder shall provide a detailed pricing structure, as follows:

- Annual rate;
- Full-service quotation (all inclusive);
- Detailed description of the pricing structure and technical support services offered; and
- Description of a discount model for the technical support services offered.

Bidders shall set out a pricing structure based on annual rates.

The technical support services provided by the Vendor shall be invoiced in full in arrears on a monthly basis. The UPU will make payment within 30 business days of its receipt of the invoice, subject to its acceptance of the services provided and the Vendor's transmission to the UPU of any and all documentation clearly detailing the services to which the invoice pertains (in a format to be established by the UPU).

4.5 *Reporting*

The Vendor shall provide the UPU with monthly reports setting out the relevant technical support services performed by the Vendor during the time frame 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 five business days of receipt thereof. If the UPU does not contest the time sheets within the aforementioned time frame, the services may be deemed as duly provided by the Vendor and accepted by the UPU.

4.6 *Additional information*

Bidders may include any additional information that they deem necessary or relevant for the UPU to gain a clear and detailed understanding of the goods and services being offered.