



**UPU** | UNIVERSAL  
POSTAL  
UNION

## **Call for tenders**

## **EMS Cooperative communications**

26 February 2024

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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. It does this by guaranteeing the free circulation of items over a single postal territory composed 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 the designated operators<sup>1</sup> 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**

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

### *2.1 Confidentiality*

Bidders shall treat in strict confidence all information contained in this call for tenders and its attached documents that is not already publicly known or generally accessible, particularly any documentation marked as confidential and distributed by the UPU to Bidders as additional confidential tender documentation. Bidders shall prevent the 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 the UPU and Bidders to disclose information.

Bidders shall not use such information for any purposes other than those associated with this call for tenders. The call for tenders and all attached documents may be distributed or made available only 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 in the participation notification (see section 2.14).

Bidders shall 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. This penalty shall not exceed 50,000 CHF per infringement. Payment of any such penalties shall not release Bidders from their obligation to observe these confidentiality requirements.

<sup>1</sup> In accordance with article 2.1.6 of the UPU Constitution, 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 a proposal in response to this call for tenders must contact the person(s) specified in section 2.15 below and may, if necessary, request additional information from the UPU in relation to this call for tenders.

Without prejudice to the confidentiality provisions set out above, Bidders agree that the receipt of any 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 Consultant*

The Consultant shall be regarded as having, in law, the legal status of independent contractor. The Consultant 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 Consultant shall not be entitled to any employment benefits from the UPU. The Consultant alone shall be 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 Consultant 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 Consultant shall be liable for all work performed, including any acts or omissions, by its agents, consultants, employees and subcontractors.

## *2.3 Scope of the call for tenders*

This call for tenders concerns the provision of services with regard to all aspects of the current EMS communication channels. The EMS Unit communicates with its members by letter and e-mail, and publishes newsletters and articles to engage EMS members and promote the EMS network. The aim of the communication service is to broadcast information about EMS activities and achievements, and to publish news articles about the EMS market and member success stories. Other communication materials are also required in response to specific needs.

The EMS Cooperative's communication service also manages the content of the Cooperative's website ([www.ems.post/en](http://www.ems.post/en)), ensuring that it continues to expand as the key EMS communication and service tool.

Furthermore, a recent priority for the EMS Cooperative has been the introduction of EMS e-learning courses. The previous communication service provider developed the content of the materials, which will need to be promoted, monitored and, if required, updated in order to meet the online training requirements of EMS operators.

## *2.4 Background*

EMS is an international express mail service offered by postal operators of UPU member countries. The EMS Cooperative is a body operating 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, 175 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 throughout the operational chain of all EMS operators. The EMS service offers the greatest added value available on 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](http://www.ems.post/members-ems-cooperative).

## 2.5 Objectives

The UPU seeks to engage a communications consultant to work on all aspects of EMS communication channels. The responsibilities of the communications consultant will include the development and implementation of internal and external communication plans, the provision of communications expertise and support, promotion of the EMS website to various groups, and upholding of the EMS Cooperative's identity standards. These tasks are listed as an indication and actual duties may vary. The communications consultant may also be required to work on specific projects or to focus on particular EMS Cooperative priorities.

## 2.6 Use of subcontractors

The Consultant shall not assign, sublicense, subcontract, pledge or otherwise transfer or dispose of its tender, or any of the rights and obligations contained therein or in an associated 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 Consultant of any of its obligations or responsibilities concerning the work performed by such subcontractors.

## 2.7 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, consultants, employees and subcontractors.

## 2.8 Collusive bidding, anti-competitive practices and any other similar conduct

Without prejudice to the provisions 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 tenders;
- the clarification of tenders;
- the conduct and content of any negotiations, including final contract negotiations.

For the purposes of this call for tenders, collusive bidding, anti-competitive practices and 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 call for tenders 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 tender submitted by a Bidder that, in the UPU's opinion, has engaged in any collusive bidding, anti-competitive practices or any other similar conduct with any other Bidder in relation to the preparation or submission of tenders, whether with respect to this call for tenders or other procurement processes conducted by the UPU.

## 2.9 Intellectual property

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

### *2.10 Privileges and immunities*

Nothing in or relating to this call for tenders, 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 that 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), and 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, the Consultant 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 documents 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 through executive, administrative, judicial or legislative action. The Consultant shall immediately contact the UPU in the event of any attempt to violate or any violation of the UPU's privileges and immunities, and shall take all reasonable measures to prevent such violations.

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).

### *2.11 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.

### *2.12 Language*

Bidders must submit all tender documents entirely in English.

### *2.13 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 call for tenders.

### *2.14 Participation notification*

Upon receipt of this call for tenders, Bidders shall send confirmation of participation to the contact person(s) listed in section 2.15 by the deadline indicated in section 2.20.

### *2.15 Contact persons*

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

E-mail: [caa@upu.int](mailto:caa@upu.int)

### 2.16 Further inquiries and questions

Bidders must send any questions regarding the content of this call for tenders or any requests for clarification in writing to the contact person(s) listed in section 2.15 by 25 March 2024.

Answers to questions submitted by Bidders, as well as any additional information and updates relevant to this call for tenders, shall be published on the UPU website at [www.upu.int/en/Universal-Postal-Union/Procurement](http://www.upu.int/en/Universal-Postal-Union/Procurement).

### 2.17 Delivery of tenders and deadline

All tenders must be submitted to the UPU by e-mail only at [RFP-2024-004@upu.int](mailto:RFP-2024-004@upu.int) with "RFP-2024-004 – EMS Cooperative communications" as the subject line.

The deadline for the submission of tenders is **16 April 2024 at 17.00 CEST**.

The UPU shall not take into consideration any tenders received after this date and time. Furthermore, it shall not accept any tenders sent to any e-mail address other than that specified above or sent by any other means.

There shall be no charge to the UPU for the preparation and submission of tender documents by Bidders.

### 2.18 Evaluation procedure

The objective of the UPU's evaluation process is to ensure the selection of a qualified, reliable and experienced Consultant capable of providing the specialized services and fulfilling the objectives set out in this call for tenders.

The UPU shall conduct its evaluation procedure with a view to determining as objectively as possible the tender that best meets its specific requirements. All tenders submitted shall be subject to an in-depth assessment, at the UPU's sole discretion, in order to enable the UPU to engage the most appropriate service provider. Due consideration will be given to Bidders' specific backgrounds, qualifications and experience in relation to the required services.

The prescribed structure of tenders, as set out in section 3, is mandatory for all Bidders. The UPU shall not take into consideration any tenders that do not fulfil the mandatory criteria.

Tenders received by the UPU must address all aspects of this call for tenders, and Bidders should identify any aspects where they envisage modifications being necessary or consider elements to be missing.

Tenders shall be evaluated on the basis of the following criteria, in descending order of importance:

- Quality of the tender (according to the specifications herein);
- Knowledge and experience of the Bidder and its team and/or consultant(s), as applicable to the subject matter;
- Price.

The winning tender will be selected based on a non-exhaustive list of criteria as set out in section 4. Bidders should therefore consider how their tender corresponds with the criteria listed and clearly indicate this in their response document.

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

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

Bidders will be informed of the outcome of their tender as soon as possible after the UPU has made its final selection.

### 2.19 *Modification, suspension or cancellation of the call for tenders*

The UPU reserves the right, at its sole discretion and at any time before the conclusion of the tender process (i.e. at any time prior to the signature of the relevant contract with the Consultant), to modify, suspend or cancel all or part of this call for tenders.

### 2.20 *Tentative schedule*

Publication of call for tenders	12 March 2024
Deadline for submission of queries	25 March 2024
Deadline for provision of responses to queries	9 April 2024
<b>Deadline for submission of tenders to the UPU</b>	<b>16 April 2024 at 17.00 CEST</b>
Estimated start of engagement	1 July 2024

## 3 **Tender structure – Response format**

All information provided by Bidders must be fully compliant with the terms and conditions set out in section 2 above, as well as the provisions of this section and the service requirements listed in section 4 below.

Moreover, the requirements stipulated in this call for tenders must 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 and shall have the right to reject any tenders that do not fulfil the requirements of this call for tenders.

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

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

Where 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 accepts all provisions of this call for tenders;
- The Bidder’s name, telephone number, postal address and e-mail address, and the name(s) of its representative(s);
- A statement that the Bidder’s tender documents are valid for a minimum period of 120 days.

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 call for tenders, and shall also include a confirmation of such authorization by the Bidder.

### 3.2 *Executive summary*

Bidders shall provide an executive summary highlighting the most important aspects of their tender.

### 3.3 *Bidder information*

Not applicable



### 3.4 *Functional proposal*

Bidders shall submit a functional proposal addressing all of the requirements set out in section 4 (Service requirements). This proposal should outline the methodology, processes and timelines, as appropriate, that Bidders intend to implement in order to fulfil the objectives of this call for tenders.

### 3.5 *Pricing structure*

Bidders shall provide a detailed pricing structure for the services proposed, as follows:

- An annual rate for provision of the services;
- All other costs relating to provision of the services, including any hardware or software packages required to carry out the work.

Bidders shall not include VAT in their pricing structure (see section 2.11 above). All pricing information shall be set out exclusively in Swiss francs (CHF).

Bidders shall confirm that their tender covers all costs associated with the provision of the services referred to herein. No other fees shall be paid.

Bidders must take into account the fast-changing nature of communications, and the fact that the Consultant will therefore need to be in contact with the EMS Unit on a regular basis.

### 3.6 *Delivery and payment schedule*

Payment for the various aspects of the services will be made on a quarterly or annual basis.

The UPU will make payment within 30 business days of receipt of invoice, subject to its acceptance of the services provided and the Consultant'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).

### 3.7 *UPU General Terms and Conditions*

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

The final terms of any contract arising from this call for tenders shall be defined by the UPU and accepted by the Consultant. Contract negotiations shall commence only after the final selection of a Consultant by the UPU.

## **4 Service requirements**

### 4.1 *Description of the services*

The Consultant will be expected to provide the services listed below.

#### *Task 1 – Communications consultancy and cooperation*

- a Develop EMS communication deliverables for internal and external audiences, produce key messages and prepare draft news releases for approval by the EMS Unit
- b Provide guidance to the EMS Unit on communication best practices for projects and initiatives
- c Uphold the reputation of the EMS Cooperative by providing leadership and setting communication standards for the EMS Unit
- d Collaborate and cooperate with personnel at various levels, both within and external to the EMS Unit, including members of the EMS Cooperative and its Board, EMS customers and stakeholders, and the staff of the UPU International Bureau, to provide guidance and ensure communication synergies throughout this community

*Task 2 – Communications planning and implementation*

- a Provide leadership in the management and implementation of strategic internal and external communications planning, so as to best meet project initiatives and EMS Unit objectives, in compliance with a given budget
- b Provide leadership in the development, editing and approval of written material for projects and initiatives, including press releases, newsletters, reports, web content, publications, brochures, editorial articles, news stories and speeches
- c Provide leadership and work with the EMS Unit in the development, drafting and design of publications, so as to ensure that all communications and messages are consistent
- d Deploy broad knowledge of EMS, so as to interpret, simplify and convey complex technical materials for internal and external audiences

*Task 3 – Project management*

- a Effectively manage multiple projects simultaneously, and provide project management support and expertise to the EMS Unit and stakeholders in relation to communications
- b Collaborate with the EMS Unit with regard to events, providing and designing communication materials when required. This may include brochures, web content, e-learning materials and announcements for internal and external events
- c Manage, plan and develop the internal and external publication processes, including the writing, publication, approval, design and distribution of editorials

*Task 4 – Web services*

- a Provide leadership and manage web content so as to ensure that the EMS website continues to expand as a key EMS Cooperative communication and service tool
- b Support web development and content as a mechanism for effective communication
- c Review, produce and edit web content on a regular basis
- d Oversee website architecture and design
- e Promote the website through communications strategies
- f Recommend website enhancements
- g Develop and uphold procedures and standards for the website

*Task 5 – Other*

- a Collaborate with the EMS Unit to plan, prepare and provide strategies to enhance EMS members' engagement, including through surveys, workshops, assemblies and symposia
- b Draft, review, edit and approve EMS Unit publications to ensure that they are aligned with EMS standards and initiative objectives
- c Implement open and honest communication so as to manage, meet and anticipate public expectations and ensure a trust-based relationship between the EMS Cooperative and its members
- d Perform other related duties that may be assigned

*4.2 Bidder requirements*

Bidders will be expected to offer the following:

- a A degree in communications, English or a related area of study, plus at least of five years of experience in writing and communications. An equivalent combination of education and experience will be considered. Experience in an international postal environment, preferably EMS, is considered an asset;
- 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 Proven ability in the writing, editing, design and proofreading of communication materials – excellent writing skills are essential;
- e Proven ability to communicate effectively to diverse audiences using a variety of communication methods;
- f Excellent attention to detail;
- g Strong working knowledge of Microsoft Office, web-based survey solutions and database content management programmes;
- h Previous experience of web content management is considered an asset;
- i Working knowledge of graphic design principles and desktop publishing software. Experience of practical desktop publishing and Adobe Creative Suite programs, particularly InDesign, is essential;
- j Working knowledge of the Moodle platform and its course management system;
- k Ability to maintain confidentiality when working on confidential material and subject matter.

#### 4.3 Assessment criteria

Bidders will be assessed on the basis of a scoring system of up to 5 points for each of the following criteria:

No.	Requirement	Scale (1–5)
<i>Quality of the tender</i>		
1	Executive summary	
2	Qualifications	
3	Detailed description of the proposed consultancy work	
4	Agreement with the UPU's terms and conditions	
<i>Knowledge and experience of the Bidder and its team and/or consultant(s)</i>		
1	Degree in communication, English or related area of study	
2	At least five years of experience in writing and communications	
3	Experience in an international postal sector environment	
4	Fluency in English	
5	Proven ability in the writing, editing, design and proofreading of communication materials – excellent writing skills essential	
6	Previous experience of web content management	
<i>Price</i>		
1	Pricing structure – 48 months	

#### 4.4 Duration of services

The services are scheduled to commence on 1 July 2024 for a total contract term of four years.

#### 4.5 Location of the services

The Consultant shall in principle work from its own premises or home office.

The Consultant shall liaise and work closely with the UPU (as instructed by the latter) and may be required from time to time to carry out certain tasks from the headquarters of the UPU in Berne, Switzerland.

#### *4.6 Other requirements*

Bidders shall describe any relevant procedures for ensuring the continuity of the services provided and for appropriate backup and retraining, as well as any relevant procedures pertaining to project management and communication.

Bidders shall also confirm that their tender covers all costs associated with the provision of the services referred to herein. Any other costs to be incurred by the Consultant, including any travel and subsistence costs incurred in the provision of the services at locations other than its own premises and 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 delivery of the services, which shall also be subject to the prior written consent of the UPU.

#### *4.7 Additional information*

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