



UPU | UNIVERSAL
POSTAL
UNION

Call for tenders

**Legal support and stakeholder engagement services
(consultant)**

14 May 2025

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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 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 Terms and conditions

Unless otherwise indicated in this call for tenders, the term "Bidder" shall refer to any person submitting a proposal in response to this call for tenders. The term "Vendor" 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.

Bidders shall assume full responsibility for compliance 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.

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.

¹ 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.

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 Vendor

The Vendor shall be regarded as having, in law, the legal status of independent contractor. The Vendor shall in no way be regarded as an employee of the UPU and shall not be entitled to any employment benefits from the UPU. 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, including all acts or omissions.

2.3 Scope of the call for tenders

This call for tenders concerns the provision of legal and administrative services to the UPU for a period of 12 months, which may be renewed for up to four years.

2.4 Background

Within the framework of the UPU as described in section 1 (Introduction), the Consultative Committee (CC) plays a critical role in advancing the organization's mission, serving as the main vehicle for the wider postal sector. The CC's membership includes stakeholders from the private sector and academia, as well as non-governmental organizations and associations.

The rapid growth of the CC during the Abidjan cycle (2022–2025) has given rise to a need to consolidate the CC's value proposal for the next cycle, which will be examined and decided upon at the 28th Universal Postal Congress to be held in Dubai in September 2025. The objectives of the CC, in order to enhance collaboration between the UPU and wider postal sector players (WPSPs) during the Dubai cycle (2026–2029), are threefold:

- to stabilize the CC membership base and consolidate the progress made, by continuously increasing the value and relevance of the CC's offerings to its members;
- to increase the active participation of its members with a view to contributing expertise and opinions from the wider postal sector to the decision-making processes of other UPU bodies;
- to prioritize CC involvement in initiatives and projects that have a global impact on the postal sector and that help to facilitate interoperability.

2.5 Objectives

The UPU seeks to engage an individual consultant to provide legal support and stakeholder engagement services for a period of 12 months, which may be renewed for up to four years.

In view of the aforementioned objectives and the expected evolution of the CC throughout the next four years, the CC secretariat's aim in hiring a specialized consultant is to ensure that any future institutional changes or any expansion of the scope of CC activities remain aligned with the legal framework of the UPU. More specifically, the consultant will assist the CC secretariat in conducting the appropriate due diligence process for new CC memberships and in updating the CC Rules of Procedure in line with the CC's evolving strategy.

2.6 Use of subcontractors

The Vendor 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 Vendor 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.

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

Without prejudice to the provisions in sections 3 and 4 below, Bidders 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 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 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 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 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

Not applicable.

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

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 28 May 2025.

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.

2.17 Delivery of tenders and deadline

All tenders must be submitted to the UPU by e-mail only at RFP-2025-019@upu.int with “RFP-2025-019 – Legal support and stakeholder engagement services (consultant)” as the subject line.

The deadline for the submission of tenders is **16 June 2025 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 Vendor 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, 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 Vendor), to modify, suspend or cancel all or part of this call for tenders.

2.20 Tentative schedule

Publication of call for tenders	14 May 2025
Deadline for submission of queries	28 May 2025
Deadline for provision of responses to queries	5 June 2025
Deadline for submission of tenders to the UPU	16 June 2025 at 17.00 CEST
Estimated start of engagement	2 August 2025

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 *Bidder information*

Bidders must provide the following:

- a CV demonstrating relevant professional experience in ensuring compliance with legal processes and stakeholder engagement;
- evidence of experience in providing legal and administrative work for UN bodies, including but not limited to due diligence processes regarding the private sector;
- copies of relevant diplomas or certifications to verify educational and professional qualifications;
- a letter of motivation outlining their interest in the role and how their expertise aligns with the objectives of this call for tenders.

3.3 *Pricing conditions*

Bidders shall provide a monthly rate for the services proposed.

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

3.4 *Delivery and payment schedule*

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

- Start date: 2 August 2025
- End date: 1 August 2026

The delivery and payment schedules shall be determined by the UPU. The services provided by the Vendor shall be invoiced in arrears on a monthly basis. The UPU will make payment within 30 business days of receipt of invoice.

3.5 *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.

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

4 Service requirements

4.1 Description of the services

The Vendor will be expected to provide the following services:

- provision of legal expertise to support the CC secretariat in the conduct of its activities;
- improvement and refinement, when needed, of the CC Rules of Procedure and any other legal documents directly or indirectly relevant to the activities of the CC;
- continuous consultation with the UPU International Bureau's Legal Affairs Directorate on alignment of CC activities with the Acts of the Union;
- verification that the CC's legal framework is aligned with the UPU's goals and legal/institutional framework;
- management of the due diligence process for onboarding new CC members, according to the most recent CC Rules of Procedure;
- completion of any additional tasks or requests, or provision of consultancy services, to support the CC secretariat as required.

4.2 Bidder requirements

Bidders shall be experienced legal professionals with a strong legal background and considerable experience in stakeholder engagement.

Bidders are expected to:

- demonstrate legal expertise in an international or multi-stakeholder setting;
- have proven experience in developing and implementing due diligence processes for international organizations, UN agencies or similar global institutions;
- show the ability to work collaboratively with various stakeholders, including internal teams, external partners and senior leadership;
- have the capacity to develop and deliver high-quality written content in English, with capabilities in additional UN languages considered an asset.

Bidders shall demonstrate a record of satisfactory performance in similar activities (i.e. reference letters and/or work completion certificates). The business transactions and activities carried out by the Bidder must be compliant with the mandates and principles of the UPU.

Bidders not operating as independent consultants will not be accepted.

4.3 Assessment criteria

Bidders will be assessed on the basis of a scoring system of up to 100 points, focusing exclusively on qualifications, experience and suitability for the role.

A shortlist shall be established based on the following criteria:

<i>Criteria</i>	<i>Points obtainable</i>
Relevant professional experience, as demonstrated by the CV – proven track record in providing legal expertise, particularly in an international or multi-stakeholder setting	40
Quality of portfolio – demonstrated ability to produce due diligence processes and other outputs requiring legal expertise (e.g. rules of procedure)	40
Language proficiency – strong written and verbal communication skills in English (mandatory); additional points for proficiency in French	10
Education and certifications – relevant academic background and/or professional certifications in law or related fields	10

Bidders shall provide evidence of their ability to meet these requirements by means of a list of references.

Shortlisted Bidders may be contacted for an interview, as part of the evaluation procedure.

4.4 Duration of services

The services are scheduled to commence in August 2025 for a total contract term of 12 months, which may be renewed for up to four years.

4.5 Location of the services

The Vendor shall work on site at the headquarters of the UPU in Berne, Switzerland, for the duration of the contract.

4.6 Other requirements

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 Vendor, 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.