



**UPU** | UNIVERSAL  
POSTAL  
UNION

# **Call for tenders**

## **Management of the cafeteria**

31 October 2023

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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 "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. If external agents or subcontractors are involved in the preparation of the tender documents, this must be indicated and their names provided.

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 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 from the UPU. The Vendor 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 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 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 management of its staff restaurant from 1 February 2024 to 31 January 2028.

## *2.4 Background*

The management of the UPU restaurant has been outsourced to the same specialized service provider for the last eight years. In accordance with its financial management rules, the UPU must conduct a call for tenders for the management of its restaurant every four years.

The primary activities of the restaurant are to cater for morning and afternoon coffee breaks and midday meals for UPU staff.

In addition, the restaurant is to provide:

- catering for participants in the Postal Operations Council and Council of Administration meeting sessions (approximately two weeks twice per year), as well as working group meetings (approximately one week, twice per year);
- catering and coffee breaks for participants in conferences held by third parties that hire meeting facilities from the UPU;
- catering for receptions (standing buffets for 100 to 300 people) and business lunches, primarily held in a business lounge, which require a particular level of attention as such events serve as a showcase for the UPU.

## *2.5 Objectives*

The IB wishes to delegate to a service provider all activities relating to catering within its building, as specified in the requirements section.

The UPU nevertheless remains project owner.

The Vendor, as project manager, shall deliver the services requested by restaurant customers and provide to the project owner the necessary information enabling the latter to verify the smooth operation and quality of the services.

The general objectives expected by the UPU with regard to the Vendor are as follows:

- provide the services listed in section 4;
- adapt to fluctuations in the workload, in particular during the meeting sessions of the UPU bodies;
- maintain professional methods and standards;
- implement quality indicators with a view to improving efficiency and providing the project owner with better performance monitoring and quality.

#### *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. 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 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 or French.

#### *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 15 November 2023**.

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-2023-024@upu.int](mailto:RFP-2023-024@upu.int) with “RFP-2023-024 – Management of the cafeteria” as the subject line.

The deadline for the submission of tenders is **30 November 2023 at 12.00 CET**.

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:

- Operational criteria: Compliance with the service requirements
- Cost criteria: Total cost of the solution
- Quality criteria
  - References for similar services
  - Quality of the tender submitted

If necessary, the UPU will contact Bidders to invite them to give a detailed presentation of their tender or to request additional information.

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	31 October 2023
Deadline for submission of queries and site visit	15 November 2023
<b>Deadline for submission of tenders to the UPU</b>	<b>30 November 2023 at 12.00 CET</b>
Opening of tenders (private)	30 November 2023 at 13.00 CET
Selection of Vendor and award of contract	8 December 2023
Start of provision of services	1 February 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*

Bidders must provide the following information:

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

### 3.4 *Subcontractor information*

Not applicable.

### 3.5 *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 organization, methodology, processes and timelines, as appropriate, that Bidders intend to implement in order to fulfil the objectives of this call for tenders. This description must include, but is not limited to, the number and type of employees, and the number of full-time equivalent positions that this represents.

### 3.6 *Pricing structure*

Bidders shall provide a pricing structure for the services proposed, which must include, as a minimum:

- the cost of the various meals, a coffee, a tea and a soft drink (both in a 500 cl bottle and by the glass);
- a detailed and transparent breakdown of costs and charges;
- a detailed budget for 2024.

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).

The Vendor bears full responsibility for all risks. There is no provision for a subsidy by the UPU.

### 3.7 *Delivery and payment schedule*

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

Start date: 1 February 2024

End date: 31 January 2028

The delivery and payment schedules should be proposed by Bidders in their pricing structures, and must be agreed with 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, 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).

The UPU reserves the right to have the operating accounts submitted by the Vendor verified by an auditor (UPU or external).

### 3.8 *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 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:

#### *4.1.1 Meals*

The UPU staff restaurant is accessible to UPU staff (approximately 270 people) and to the staff of other entities renting office space within the building (approximately 35 people).

The restaurant is open approximately 250 days per year.

On average, the restaurant served between 10 and 15 meals per day in 2022, and 40 meals per day on average in 2018 and 2019. In addition, the restaurant also sells snacks (e.g. sandwiches, salads) for around 20 people.

By way of example, the restaurant currently offers:

- Two meat dishes
- One fish dish
- One vegetarian dish

With accompanying side dishes:

- At least three vegetable options
- Two or three carbohydrate options

In principle, the UPU requires that all hot food be cooked on site, but alternative solutions may be considered.

All tenders must include examples of weekly menus, with at least one summer menu and one winter menu. It should be noted that the UPU staff members come from around 40 different countries around the world and, therefore, the UPU staff restaurant cannot be compared with other staff restaurants within Swiss companies.

The UPU expects balanced and high-quality menus, preferably prepared using fresh products, generally based on global cuisine with a focus on Mediterranean cuisine.

#### *4.1.2 Coffee breaks*

The UPU staff restaurant also caters for coffee breaks in the morning and afternoon.

This includes, but is not limited to:

- Coffee, tea, soft drinks (bottled)
- Croissants, bread rolls, sandwiches, pastries
- Fruit salads, muesli, yoghurts, etc.

#### *4.1.3 Catering for delegates and third parties hiring meeting rooms*

Every year, the UPU holds meeting sessions for its two councils, namely the Council of Administration and the Postal Operations Council. These sessions last two weeks each (preceded by a week of group meetings) and generally take place in April/May and in October/November, with approximately 600 delegates attending over each three-week period. The services to be provided are as listed in section 4.1.1, but the volume averaged 70 meals per day in 2022, and 80 to 100 meals per day in 2018 and 2019. In addition to these sessions, there are also working group meetings.

The UPU also rents out conference rooms to third parties. Such rentals usually amount to around 30 days per year, with catering required for 20 to 200 people. The services to be provided are as listed in sections 4.1.1 and 4.1.2, with coffee breaks being held outside the various meeting rooms of the UPU building. There were 71 such events in 2022, 94 in 2019 and 57 in 2018.

#### *4.1.4 Catering for receptions and business lunches*

During the UPU Council sessions and/or within the context of meeting room rentals to third parties, receptions for 100 to 300 people are held in the foyer of the main conference hall (Heinrich von Stephan), in the Beat Fischer reception room, and/or on the rooftop terrace. These are generally standing buffets, with both hot and cold food.

Furthermore, business lunches for four to 15 people may be held throughout the year, primarily in the Arab Room, which is set up for this purpose. These lunches are generally aimed at the UPU's high-level guests, UPU member countries and ambassadors. Therefore, the standard of catering must be adapted accordingly and the waiting staff must be dedicated, professional and discreet.

There were 17 such buffets and lunches in 2022, 16 in 2019 and eight in 2018.

For these events, the Vendor submits to the client (either the UPU or a third party) a proposal covering the services to be provided and associated costs. The organization, execution and management of the event are the responsibility of the Vendor, who performs the role of maître d'hôtel.

#### *4.1.5 Opening hours*

The restaurant must be open at least from 8.00 to 10.00 (morning coffee break), from 12.00 to 13.30 (lunch) and until 15.30 (afternoon coffee break).

#### *4.2 Elements provided by the UPU*

The UPU will make available to the Vendor the premises (kitchen, storage area, office for restaurant manager, dining rooms), the principal inventory (furniture, equipment, till system) and secondary inventory (cutlery, crockery).

The UPU will cover maintenance and repair costs, and the cost of purchasing new parts for the principal and secondary inventory. Each year, the Vendor will provide a budget proposal for the renewal of the principal and secondary inventory.

The cost of annual cleaning (e.g. ventilation pipes, carpets, windows, light fixtures) will be borne by the UPU. The cost of day-to-day cleaning of the premises used by the Vendor and of the dining room is the responsibility of and will be borne by the Vendor.

#### *4.3 Bidder requirements*

Bidders are expected to have catering experience in an international environment. They should familiarize themselves with the current restaurant equipment available on site by means of a visit prior to submitting their tender.

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

Bidders must clearly indicate any requirements that it may have of the UPU, in addition to those set out in section 4.2.

#### *4.4 Consultant requirements*

Not applicable.

*4.5 Duration of services*

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

*4.6 Location of the services*

The Vendor shall be required to provide the services at the UPU premises in Berne, Switzerland.

*4.7 Reporting*

Not applicable.

*4.8 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 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.

*4.9 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.