



ACADEMIC SERVICE

**Open call for tender to provide collective health and accident insurance services for specific categories of members of the European University Institute's community**

**Ref: OP/EUI/AS/2023/001**

**YEAR 2023**

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## CHAPTER I – SCOPE AND DESCRIPTION OF THE PROCUREMENT PROCEDURE

### Article 1. Definitions

‘candidate’ means an economic operator that has sought an invitation;

‘contract’ means a public contract awarded by the EUI for the procurement of services/supply;

“EUI”, “the Institute” means the European University Institute, which is the contracting authority entrusting the services that are the subject of these tender specifications to the contractor;

‘contractor’ means to the successful tenderer awarded with the contract;

‘economic operator’ can refer to a ‘work contractor’, ‘supplier’, or ‘service provider’ and means any natural or legal person or public entity or group of such persons and/or entities which offers the execution of works, the supply of products or the provision of services on the market;

‘joint tenders’ means a situation where a *tender* is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a *tenderer*;

‘subcontracting’ means the situation where the *contractor* enters into legal commitments with other *economic operators* which will perform part of the *contract* on its behalf. The *contractor* retains full liability towards the *EUI* for performance of the *contract* as a whole;

‘tender’ / ‘offer’ defines the terms upon which the supplier is willing to be bound, which normally include price, date of delivery, payment terms and a description of the services/supplies/works;

‘tenderer’ means an economic operator that has submitted a tender;

‘tender specifications (TS)’ means any documents describing the needs and requirements of the EUI for the purposes of the relevant tender.

### Article 2. Contracting authority

This procurement procedure is launched and managed by the *EUI*, that is the contracting authority for the purposes of this procurement procedure, through the Academic Service.

### Article 3. Subject

<p><b>Subject of the contract</b></p>	<p>The subject of this procurement procedure is the awarding of one or two Single Framework Contract(s) with one or two experienced insurance company(ies) with the aim of ensuring a proper health and accident insurance services for specific categories of the <i>EUI</i> community.</p> <p>The contractor/s will be requested to cover specific categories of the <i>EUI</i> community by health and/or accident insurances specifically designed to protect them during the entire duration of their stay at the <i>EUI</i> as set out in Chapter II –Technical Specifications.</p>
<p><b>Lots</b></p>	<p>This procurement procedure is divided into the following two (2) lots for the conclusion of two (2) separate policies:</p> <ul style="list-style-type: none"> <li>• <b>Lot A:</b> a policy for the provision of health insurance services for specific categories of the <i>EUI</i> community;</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Lot B:</b> a policy for the provision of accident insurance services for specific categories of the <i>EUI</i> community.</li> </ul> <p><i>Tenders</i> may be submitted for one or more lots. Each lot will be assessed independently of any other lot. <i>Tenders</i> which cover only part of one lot or are declared as being conditional on the award of any other lots are not permitted. Lots may be awarded either collectively or individually.</p>
<p><b>Type of contract</b></p>	<p>The procedure will result in the conclusion of a single framework service <i>contract</i> for each lot.</p> <p>The framework <i>contract</i> shall be implemented through the signature of specific insurance policies to be renewed on annual basis.</p> <p><i>Tenderers</i> need to take full account of the provisions of the draft <i>contract</i> as the latter will define and govern the contractual relationship(s) to be established between the <i>EUI</i> and the <i>contractor(s)</i>.</p> <p>However, due to the peculiarity of the insurance market, the <i>EUI</i> reserves the possibility to renegotiate parts of the <i>contract</i>, if deemed necessary.</p>
<p><b>Duration of the contract</b></p>	<p>The framework <i>contract</i> to be awarded shall have a duration of five (5) years. The details of the initial <i>contract</i> duration and possible renewals are set out in Article 1.2 of the draft <i>contract</i>.</p> <p>The insurance policies shall run according to the following time schedule:</p> <ul style="list-style-type: none"> <li>• <b>Lot A:</b> 1<sup>st</sup> September - 31<sup>st</sup> August (Academic year); (The possibility of an early start of the coverage in mid-August should be foreseen for academic or visa purposes).</li> <li>• <b>Lot B:</b> 1<sup>st</sup> September - 31<sup>st</sup> August (Academic year).</li> </ul>
<p><b>Estimated value of the contract</b></p>	<p>The estimated total value of the framework <i>contracts</i> to be awarded for both Lot A and B for the whole duration of five (5) years is €1.950.000,00 (one million nine hundred fifty thousand/00), to be considered according to the following breakdown:</p> <ul style="list-style-type: none"> <li>• <b>Lot A:</b> €1.575.000,00 (one million five hundred seventy five thousand/00);</li> <li>• <b>Lot B:</b> €375.000,00 (three hundred seventy five thousand/00)</li> </ul> <p>These volumes are estimates only and there is no commitment as to the exact value of the service to be ordered. The actual volumes will depend on the value of the services which the <i>EUI</i> will order through specific insurance policies. In any case the framework contract ceiling, i.e. the maximum amount to be spent under the framework <i>contract</i>, for each lot shall not be exceeded.</p> <p>The <i>EUI</i> may procure additional services from the <i>contractor</i> up to a maximum of 50% of the initial <i>contract</i> value.</p>
<p><b>Place of performance</b></p>	<p>The services will be undertaken at the <i>EUI</i>'s premises and/or at the contractor's premises.</p>

#### Article 4. Conditions for participation to tender

If you are interested in this *contract*, you should submit a *tender* in one of the official languages of the European Union (with preference for the use of English) provided you comply with the conditions for participation to tenders as set out in Article 3.4 of [President's Decision n. 19/2018](#) of 16 May 2018 implementing title V concerning procurement of the EUI's Financial Rules (Public Procurement Regulation), available for consultation at: <https://www.eui.eu/About/Tenders>.

#### Article 5. Joint Tenders

In case of *joint tender*, all members of the group assume joint and several liability towards the *EUI* for the performance of the *contract* as a whole.

Group members must appoint a Group leader and a single point of contact authorised to act on their behalf in connection with the submission of the *tender* and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the *contract* signature.

The *joint tender* must clearly indicate the role and tasks of each member and of the Group leader who will act as the *EUI's* contact point for the *contract's* administrative or financial aspects and operational management. The Group leader will have full authority to bind the group and each of its members during *contract* execution. If the *joint tender* is successful, the *EUI* shall sign the *contract* with the Group leader, authorized by the other members to sign the *contract* on their behalf via power of attorney.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before *contract* signature) shall lead to rejection of the *tender* except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see Article 4) and is not in an exclusion situation (see Article 14).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted *tender* may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the *tender* non-compliant with the *tender specifications*, and the evaluation of award criteria of the originally submitted *tender* may not be modified.

#### Article 6. Subcontracting

Subcontracting is not allowed for this procurement procedure.

## CHAPTER II – TECHNICAL SPECIFICATIONS

#### Article 7. Description of the technical specifications

The services that are the subject of this procurement procedure, including any minimum requirements, are described in detail below:

##### Scope

The purpose of this open call for tenders is to conclude an agreement with an insurance company that can offer insurance services to specific categories of the *EUI's* community and more specifically for sickness, injuries and/or accidents that occur on or off the *EUI* campus, both in Italy and abroad.

The *EUI* is an international organisation, and its activities are open to all nationalities. The insurance services should therefore cover Europe as a minimum service requirement. The insurance services should preferably have a worldwide cover. There should also be the possibility to access additional coverage (with or without an extra charge) for specific countries (such as the US or countries at risk), where an additional policy would be required.

Since, during the validity period of the contract, the Institute may be subject to procedural updates and innovations on request of the Contracting States, in such cases the contractor should be willing to renegotiate the policy(ies). For the same reason, the Institute reserves the right to negotiate other minor policies with the contractor(s), if necessary.

The contractor(s) should provide contact points for specific claims, for emergency cases or in case additional support is needed. More specifically the contractor should foresee a:

- dedicated mailbox which can be used by EUI members, and should ensure replies within 48h;
- phone number, which should be active 24/7 and operated by English speaking competent staff member(s).

It should be granted the batch export of data – such as lists of eligible EUI members and any other type of information that can be useful for enrollment - from the EUI database to the contractor's electronic storage, in order to allow the enrolment of groups of EUI members if required by the EUI's administration.

All data referred to the policy(ies) (and insured members) managed by the contractor(s) should be stored electronically and must allow direct or indirect access to the Institute, so that information can easily be imported and exported.

### **Claims/Reimbursements**

All claims for reimbursement should be possible online, 24/7, through on-line services provided by the contractor and should support the uploading of scanned documents. The principles regulating reimbursement or reimbursement policy should be drawn up by the tenderer.

The contractor should confirm receipt of the claim within 24/48 hours from the submission of the claim. The contractor should make every effort to provide reimbursement within 25 days from the notification of the claim submitted.

The reimbursements should be made by the contractor directly to the insured person.

### **Appeals**

The Institute and EUI members have the right to submit an appeal in case a reimbursement is refused. The contractor should provide transparent procedure for appeals. In case a dispute arises, the EUI reserves the right to submit a request for arbitration.

## **Article 8. Lot A – Health insurance**

The first lot of this open call for tenders aims at awarding a single framework contract with a health insurance company able to insure specific categories of the *EUI*'s community listed in the following Table I – Lot A for sickness, injury and medical treatment that occur on or off EUI campus and worldwide (see Article 7).

The normal coverage period of the policy is an academic year, i.e. from 01<sup>st</sup> September to 31<sup>st</sup> August each year.

The following groups are defined as members of the Institute and should be eligible for the insurance services:

<b>TABLE I – LOT A: List of categories of the EUI community eligible for the health insurance</b>				
<b>Category</b>	<b>Tot yearly population (estimate)</b>	<b>Average age</b>	<b>Average permanence at EUI (months)</b>	<b>Number of affiliated per year (estimate)</b>
Ph.D./LL.M/MRes researchers, Master students	710	22-35	12	<b>400</b>
Visiting researchers, visiting fellows, exchange students	150	22-35	3 / 4	<b>50</b>
Post-doc fellows	100	30-40	6 / 12	<b>60</b>
Part-time professors	40	40-70	2 / 12	<b>10</b>
Trainees	30	20-25	12	<b>10</b>
Other visitors	2000	35-70	0.2	<b>5</b>
<p>Accompanying dependents of the Institute's members as defined by the EUI's rules and practices: partners, dependent children, family members, etc.). The following groups should also be eligible for the insurance services:</p> <ul style="list-style-type: none"> <li>- Accompanying dependents (partners, dependent children) of Ph.D./LL.M/MRes researchers, Master students, visiting researchers, visiting fellows, exchange students, post-doc fellows, part-time professors, trainees insured under the policy;</li> <li>- EUI members' accompanying dependents who are not eligible for JSIS cover.</li> </ul>				

This policy should cover all types of services which are normally provided by the health insurance market.

Medical treatment means the compensation of expenses for medical assistance (within the limits of the agreement) caused by sickness or accident.

Please refer to Annex II D for a non-exhaustive list of medical treatments and medications to be included in the insurance coverage with the correspondent reimbursement amount. Please, be informed that these amounts are intended as minimum service requirements.

The tenderer may expand the list of medical treatments and offer higher reimbursement amounts.

Higher amounts may correspond to a higher technical score (please, see also Articles 12 and 16) without affecting the financial score.

Members who were diagnosed with previous sickness, are not to be excluded from the right to be covered. The tenderer should provide a description of their procedure in the technical offer for such cases.

The insurer must not require a medical visit/certificate prior to enrol or at the time of enrolling a EUI Member for an insurance coverage.

The contractor will be required to provide assistance with filling documents which are needed to obtain the visa for members of the Institute who need it before or during their stay at the EUI. If necessary, the contractor should issue an adequate certificate and provide all the

information needed to obtain a visa (e.g. period of affiliation, registration number, etc.) before the member(s) arrive(s) at the EUI.

### **Administrative aspects**

#### **1. Coverage**

The coverage for individual EUI members should become effective from the first day of the month for which premium is paid and should terminate on the last day of the subscription period.

The possibility for the coverage to start earlier for EUI members starting courses in mid-August, or for those in need of health insurance coverage for visa purposes, should be foreseen.

The normal duration of the coverage for all the EUI members, paid through the EUI, should be one academic year (unless the period of their status is inferior to one year).

The normal duration of the coverage for other EUI members should be at least three months (unless the period of their status is inferior to three months).

The tenderer may also propose different coverage periods, such as: annual, semester, monthly (optional), short-term policy, etc.

A grace period of one month should be granted for renewals of the insurance, once the first payment has been made. During the grace period the insurance coverage shall be ensured. The EUI member will be liable to the contractor for the payment of the premium for the grace period to be defined by the contractor itself, in case all the pre-conditions of the coverage were met beforehand.

#### **2. Enrolment**

The enrolment should start from the first day of the first month and terminate on the last day of the last month of the period for which the insurance coverage is required.

The enrolment function should provide clear options per category of users and policy offered (i.e. researcher, fellow, etc.).

Two ways of enrolment should be foreseen according to the following categories:

- Direct individual subscription (self-payers): the EUI members should have the possibility to enrol themselves and/or dependants for the insurance coverage through on-line devices dedicated to EUI members provided by the contractor for the period chosen by them (depending on the duration of their EUI status);
- Subscription through the EUI (EUI-paid): some EUI members (to be defined by the Institute) may subscribe for the coverage through the EUI administration, and paid directly by the EUI, according to specific sub-categories.

For those whose subscription is through the EUI (EUI-paid), the EUI will inform the contractor of the suspensions to be applied following potential change in the academic status of the insured members. The contractor should make sure that these insured members are eligible for the direct individual subscription at their own expenses (self-payers), during the suspension period.

#### **3. Provision of the service**

The contractor should provide access to online services for EUI members who wish to take insurance coverage for themselves as well as for their dependants for the period chosen by them and offered by the tenderer. The online service should include the possibility for online payments in order to facilitate the enrolment process.



Policyholders and those who enrol individually should receive an email reminder when their coverage is about to expire, except in the case when their EUI membership is going to expire as well.

The EUI will publish on its website a link to the contractor's online platform dedicated to EUI members, and will include information about the contractor and the insurance services offered.

When affiliated, EUI members should be provided by the contractor with a login and password in order to manage certain aspects of their insurance using their mobile devices. In particular, EUI members should be able to:

- check conditions and benefits of the health insurance policy;
- check the network of practitioners, specialists, clinics, etc. with direct billing agreement with the insurer<sup>1</sup>;
- check their coverage status;
- renew their coverage;
- print their certificate of coverage;
- submit their claim for reimbursement of medical expenses;
- consult their reimbursement history;
- upload the scanned supporting documents.

The Institute will evaluate systems and services which are in compliance with the requirements as defined in the present Tender Specifications, but which are not yet available and are planned or in the process of being implemented. Please, indicate in the technical offer if any of the requests cannot be met by the starting date of the contract and clearly declare when these will be implemented.

The Institute will evaluate systems and services which differ from the ones described above, but will result in a lower score in case these systems cannot be implemented.

The EUI's reference persons should also be provided with login and password to access the platform's back-end.

#### **4. Suspension**

EUI members should have the option to suspend their insurance during the academic year for well justified reasons. The tenderers are requested to indicate their policy on suspension.

#### **5. Termination of the policy**

The EUI members should have the option to terminate their affiliation and must do so in writing and by clearly indicating the termination date. Terminating the insurance should be possible after a minimum period of three months coverage. The termination notice must be sent to the contractor at least three weeks before the desired termination. This notice will not affect the period for which a premium has already been paid.

The contractor has the right to terminate the affiliation of EUI members at any time after the end of the grace period of one month, in case the insurance premium for the EUI member has not been paid. The insurance coverage should terminate on the last day for which the premium has been paid.

The contractor must confirm in writing the termination date of the insurance coverage to the appropriate EUI member and to the EUI.

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<sup>1</sup> In the framework of the medical policy, the EUI may suggest practitioners, specialists, clinics, etc. with whom the insurer may establish direct billing agreements.

Coverage should terminate in case of death of a EUI member, unless the EUI member has coverage for its dependents. In this case, the coverage for his/her dependents should terminate on the last day of the month for which the premium has been paid.

## **6. Reports**

Every month the contractor should send a report to the reference person at the *EUI* administration including the list of the EUI members (divided by insurance categories and eventual sub-categories, as per point 2. above) which are currently enrolled for the coverage, as well as a list of those which are suspended or have terminated their coverage to the Institute. The list should also specify the kind of enrolment (either self-payers or EUI-paid). The contractor may also be asked to prepare more specific reports and should provide them within 30 days from the notification of the request.

## **7. Transition period between current and future insurance providers**

During the transition period between the current and the newly selected insurance provider (the contractor), a smooth transition must be ensured. Therefore, the newly selected insurer (the contractor) will have to honor any medical treatments or procedures that were previously guaranteed and approved by the former insurer for its insured members, in order to support the smooth transition between the two policies and avoid causing any disturbances or negative consequences to the health of the insured members.

## **Article 9. Lot B – Accident insurance**

The second lot of this open call for tenders is aimed at awarding a single framework contract to insure specific categories listed in the following Table II – Lot B of the EUI members for accidents that might occur worldwide, during or outside their working time, following a list of set regulation, ceilings and exclusions (see article 7 of Technical Specifications).

The same insurance has to cover children of EUI members who are enrolled at the EUI crèche during their stay at the EUI premises, or outside the EUI premises on the occasion of external activities organised by the EUI crèche.

For the period of execution, please refer to the information included in Article 3.

All the categories listed in the following Table II should be eligible:

<b>Category</b>	<b>Tot yearly population (estimate)</b>	<b>Average age</b>	<b>Average<sup>2</sup> permanence at EUI (months)</b>
Ph.D./LL.M/MRes researchers, Master students	710	22-35	12
Visiting researchers and fellows, exchange students	60	22-35	3 / 4
Post-doc fellows	100	30-40	6 / 12
Trainees	30	20-25	12
Visitors	2000	35-70	0.2
Children at the crèche	45	0-3	11

This policy should cover all types of medical expenses related to an accident: hospitalisation, physiotherapy, medicines, etc. (the tenderer should provide a detailed list of the services covered).

The contractor is requested to ensure compensations as foreseen by the following Table III:

<b>Category</b>	<b>Death</b>	<b>Invalidity</b>	<b>Medical expenses (related to the accident)</b>
- Ph.D./LL.M/MRes researchers, Master students - Post-doc fellows - Visiting researchers and fellows - Trainees	€75.000	€120.000	€2.000
- Children at the crèche	€15.000	€70.000	€2.000
Visitors	€5.000	€10.000	€2.000

Please, be informed that the above mentioned amounts are intended as minimum service requirements. Tenderers may offer higher amounts. Higher amounts may correspond to a higher technical score (see Articles 12 and 16) without affecting the financial score.

The contractor should provide access to an on-line platform for reimbursement claims.

The Institute will insert a link on the EUI website referring to the platform dedicated for EUI's insurance policy and include information about the contractor and the insurances offered.

When affiliated, the Institute should be provided by the contractor with instructions, login and password.

The insured persons will submit claim for reimbursement on their own. The contractor should provide the involved persons with the login, password and instructions to proceed.

<sup>2</sup> Affiliation shall consider the real permanence at the EUI.

## Article 10. Contractor's personnel involved in the delivery of the service

### Both Lot A and Lot B

The contractor should provide details on its staff member(s) along with their appropriate skills and qualifications, who will act as reference person(s) for the Institute and to whom the representatives of the EUI may send any requests, complaints and/or clarifications during the duration of the service.

### Minimum requirements for staff

The reference person(s) must have:

- Language skills: high level of both written and spoken English; knowledge of additional languages is considered as an advantage;
- Appropriate education and experience.

The reference person should visit the Institute once per year for a coordination meeting between the contractor and the EUI. A first visit will need to be scheduled after the signing of the contract and before the entry into force of the policy(ies). No reimbursement is foreseen for these meetings.

The reference person must not disclose any facts and/or circumstances of which he/she becomes aware during the carrying out of activities.

The tenderer must include name(s) and CV(s) in the technical offer of member(s) they propose to nominate as reference person.

The contractor must ensure the replacement of reference persons in case of illness or unforeseen absences.

The Institute reserves the right to request immediate replacement in case reference persons are not suitable because of any grievances and/or improper behaviour. The replacement must take place no later than five (5) days after the receipt of a formal request.

If during the contract duration the contractor needs to replace the reference person, it will ask the EUI for prior authorization and submit in the meantime CVs of possible replacements. Only new members with the same or superior skills will be considered.

## Article 11. Additional services and improvements

### Both Lot A and Lot B

Tenderers may propose improvements and additional services in the technical offer to those indicated in the tender documents. For the methods of scoring, please refer to Article 16. Award criteria.

During the assessment phase, the Institute will evaluate any proposed improvements and/or additional services in respect to the minimum level required (please see also previous articles 7-8-9-10).

The Institute welcomes additional proposals, especially on:

- **Lot A** – Health insurance:
  - a. extra insurance services (with charge) to be provided to all EUI community members, including categories not listed in article 8 and 9 (e.g. complementary schemes, special extra scheme for hospitalisation, etc.);
  - b. extra insurance services (with or without charge) to be provided to all EUI community members, including categories not listed in article 8 and 9, in

relation to mental health support (e.g. psychological support programmes, etc.);

- c. possibility for policyholders along with their accompanying dependents to extend their insurance coverage beyond the end date of their EUI affiliation.

Please note that at EUI's request, additional insurance services should also be offered for other staff members at the end of their EUI contracts; special fees will be negotiated before or after the signature of the single framework contract.

Expenses for services not mentioned in Annex II D may be reimbursed at the rate of 80% after the company's medical officer has been consulted. Maximum limits may, however, be set in each case after the contractor's medical officer has been consulted.

Any improvements and additional services will be analysed during the technical evaluation without affecting the financial score.

The successful tenderer undertakes the responsibility to implement all necessary modifications the EUI may require, during the trial period.

## CHAPTER III – CONTENT OF TENDERS, EVALUATION AND AWARD CRITERIA

### Article 12. Submission and content of tenders

Tenders must be submitted exclusively on paper and must be placed inside two sealed envelopes, as indicated below (Double envelope system).

Tenders must be submitted to:

- a) either by post or by courier service not later than **17.00 (Italian time) on 03/03/2023**, to the address indicated below, in which case the evidence of the date of dispatch shall be constituted by the date of dispatch, the postmark or by the date of the deposit slip;
- b) or delivered in person by the tenderer or candidate in person or by an agent to the premises of the EUI no later than **17.00 (Italian time) on 03/03/2023** to the address indicated below. In this case, the tenderer must obtain a proof of receipt, signed and dated by the EUI's agent in the Protocol Office who took delivery.

The EUI's Protocol Office is open from Monday to Friday during business hours between 8.30 -13.00 and 14.00 - 17.00. It is closed on Saturdays, Sundays and [EUI public holidays and closure days](#).

Address where tenders must be submitted (by post/by courier or in person):

**Open call for tender to provide collective health and accident insurance services for specific categories of members of the European University Institute's community**

**Ref: OP/EUI/AS/2023/001**

EUROPEAN UNIVERSITY INSTITUTE

Protocol Office

Via dei Roccettini, n. 9

50014 San Domenico di Fiesole (FI), Italy

The inner envelope must bear, in addition to the name of the Administrative or Academic Unit to which it is addressed, as indicated in the invitation to tender, the words 'Call for tender — Not to be opened by the internal mail service'. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across that tape.

The outer envelope must be sealed with adhesive tape and signed across the tape. The outside of the envelope must give the following information:

- the code referring to this procurement procedure: **OP/EUI/AS/2023/001**;
- the name of the Administrative or Academic Unit to which it is addressed to: **Academic Service**;
- the caption 'Call for tender — Not to be opened by the internal mail service';
- the name of the tenderer.

Boxes may be used instead of envelopes if the size or weight of the tender so requires.

The content of the inner envelope must be subdivided into 3 (three) envelopes, according to the following instructions:

- **Envelope no. 1:** sealed with adhesive tape and signed across the tape, bearing on the outside the name of the tenderer and the words "**Envelope no. 1 – Administrative Documents**"; this envelope shall contain n. 1 original and n. 1 digital copy (pen drive) of the following documents:
  - a. Declaration on Honour on exclusion criteria and selection criteria**, signed by the tenderer's legal representative, using **Annex II A**;
  - b. Copies of the invitation letter to tender, tender specifications and draft contract**, without any additions, amendments or changes. Each of these documents must be initialled on each page and signed on the last page by the legal representative of the tenderer; in addition, the tenderer's stamp must be borne on the last page;
  - c. In case of a joint tender by a pre-existing Temporary Group of Companies (TGC):** a special collective mandate with representation given by the principals, resulting from authentic private agreement documentation, or certified copies thereof. Proxy must be given to the legally representative agent as well as the company in a statement issued by the economic operator concerning the elements of the service to be carried out by the individual economic operators, including the mandated economic operator;

**In case of a joint tender by a not yet established TGC:** the commitment, if awarded the contract, to confer the special collective mandate with representation by one party (to be explicitly specified) as qualified agent, who will sign the contract in the name and on behalf of the principals, including an indication of the elements of the service to be carried out by individual economic operators, including the mandated economic operator (or designated as such).

Participation by economic operators competing singling and also as part of a TGC is not permitted, **under penalty of exclusion** from the tender for both the economic operator and the TGC concerned.

It is further not allowed the participation of businesses, including as TGC, in situations of control (either as a parent or subsidiary) pursuant the regulation in force, with other economic operators participating in the tender individually and as members of TGC, **under penalty of exclusion** from tender for both the parent company and their subsidiaries, as well as the TGC which may participate.

- d. Other certifications, memberships, insurance, qualifications, etc. following the directions provided by Article 15 on Selection criteria.
- **Envelope no. 2:** sealed with adhesive tape and signed across the tape, bearing on the outside the name of the tenderer and the words “**Envelope no. 2 – Technical Offer**”; this envelope shall contain n. 1 original and n. 1 digital copy (pen drive) including the detailed description of the service offered to be drafted in compliance with **Annex II B**, on pain of exclusion.

Each and every element of the Technical offer submitted shall be deemed an integral part of the contract, and the successful tenderer shall be obliged to comply with it.

The tenderer must declare which information in the documentation is an industrial and/or commercial secret, and must therefore be considered strictly confidential.

### **Content of the technical offer:**

In case of participation into both lots, the tenderer must presents two different technical offers, one for each lot, to be presented in two different inner envelopes sealed with adhesive tape and signed across the seal with externally the statement “Lot A –Health insurance: technical offer” or “Lot B – Accident insurance: technical offer”.

### **Lot A – Health insurance (Article 8):**

- a. provision of the services:
- on-line platform: description of the on-line environment to be used or created for the delivery of services covered by the call for tenders; please present some demos/screenshots [or description of alternative method(s) – (see Article 8);
  - procedures for enrolment, suspension and termination of affiliation;
  - reimbursement system: method, times, documents, etc.;
- b. coverage:
- List of medications and medical services admitted to reimbursement, with mention of special requests (if needed), correspondent ceilings, mental health support.
  - Affiliation: list of exclusion criteria, special clauses, etc.;
- c. reports: present examples of reports (see Article 8);
- d. draft of policy/contracts for insurance of individual EUI members and for the EUI;
- e. signed copy of Annex II D List of special medications and treatments to be provided.

### **Lot B – Accident insurance (Article 9):**

- d. general description of the policy, with clear indications of the risks covered, risks excluded, special clauses, exclusion criteria, ceilings, etc.;
- e. reimbursement system: description of the on-line platform, method, times, documents, etc.;
- f. description of the variations of the premium, based on the change of the population;
- g. draft of policy/contracts for insurance for the EUI;

**Both Lot A and B:**

- h. list of previous experience/contracts/references with universities and/or international organisations (if any);
- i. clear indication of extra charge, if any, for coverage within specific countries;
- j. submit CV(s) of proposed person(s);
- k. quality level of the services: give examples and a description of the proposed reports so as to check the quality of the services and to measure the user satisfaction and the subsequent actions to be implemented if deemed necessary;
- l. examples of informative materials for users (e.g. brochures, leaflets, newsletter, etc.);
- m. additional services and/or improvements: description of any additional services and/or improvements (if any) that the tenderer wishes to offer to the Institute. Please clearly indicate both clauses and fees for extra coverage(s), and possible discounts applicable to the basic fee in case of multiple coverages.

The Institute will consider these additions valid, only if effectively useful for the improvement of service and well described. Otherwise, the assigned score to these sub-criteria will be “zero” (0). The decision will be taken at the Institute’s evaluation and discretion. For more details, please refer to Article 11.

The technical proposal shall be outlined on the template provided at Annex II B - Technical offer form respectively for **Lot A** and for **Lot B**.

The tenderer must declare which information provided, concerning the offer submitted, constitutes technical or trade secrets, and are therefore covered by confidentiality.

- **Envelope no. 3:** sealed with adhesive tape and signed across the tape, bearing on the outside the name of the tenderer and the words “**Envelope no. 3 – Financial Offer**”; this envelope shall contain n. 1 original and n. 1 digital copy (pen drive) of the Financial offer, to be drafted in compliance with **Annex II C**, on pain of exclusion.

**Content of the financial offer:**

In case tenderers participate in both lots, two different financial offers, one for each lot, must be presented in two different inner envelopes sealed with adhesive tape and signed across the seal with externally the statement “Lot A – Health insurance: financial offer” or “Lot B – Accident insurance: financial offer”.

**Lot A – Health insurance:**

The offer must propose monthly fees. Please indicate a specific premium for each category as defined under previous Article 8.

The financial proposal shall be outlined on the template provided at Annex II C - Financial offer form - Lot A.

**Lot B – Accident insurance:**

The offer must propose an annual premium based on the EUI’s population (please consider data at Table II, Article 9).

The financial proposal shall be outlined on the template provided at Annex II C - Financial offer form - Lot B.

All tender documents shall be signed by the tenderer’s legal representative.

A photocopy of a valid identity document of the legal representative signing the tender documents shall be included in the tender (please use Envelope n.1).



In case the legal representative cannot sign the tender documents, please submit a valid proxy clearly stating that the signatory has been duly delegated to sign the tender documents on behalf of the legal representative and a photocopy of a valid identity document of the signatory (please use Envelope n.1).

### Article 13. General information on the evaluation

The evaluation of the *tenders* that comply with the submission conditions will consist of the following elements:

- Check if the *tenderer* has access to procurement (see Article 4);
- Verification of administrative compliance (if the *tender* is drawn up in one of the official EU languages and signed by duly authorised legal representative(-s) of the *tenderer*);
- Verification of non-exclusion of *tenderers* on the basis of the exclusion criteria;
- Selection of *tenderers* on the basis of selection criteria;
- Verification of compliance with the minimum requirements defined in the tender specifications;
- Evaluation of *tenders* on the basis of the award criteria.

The *EUI* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the *tender* will be rejected and will not be subjected to further full evaluation. The unsuccessful *tenderers* will be informed of the ground for rejection without being given feedback on the non-assessed content of their *tenders*. Only *tenderer(s)* for whom the verification of all elements did not reveal grounds for rejection can be awarded the *contract*.

The evaluation will be based on the information and evidence contained in the *tenders* and, if applicable, on additional information and evidence provided at the request of the *EUI* during the procedure. If any of the declarations or information provided proves to be false, the *EUI* may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria the *EUI* may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

### Article 14. Exclusion criteria

The *tenderer* must not be in one of the exclusion situations listed below:

- a. is bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. has been convicted of an offence concerning their grave professional conduct by a final judgment of a competent judicial authority or administrative decision or decisions of international organisations;
- c. is not in compliance with the obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of Italy being the country of establishment of the *EUI* or those of the country where the contract is to be performed. This breach needs to have been established by a judgment or administrative decision having final and binding

effect in accordance with the legal provisions of the country in which the economic operator is established or of those of Italy being the country of establishment of the *EUI*;

- d. has been the subject of a final judgment for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or other forms of trafficking in human beings or any other illegal activity, where such illegal activity is detrimental to the *EUI*'s financial interests;
- e. has been in serious breach of a contract financed by the *EUI* or have been the subject of an offense of serious irregularity established by a final judgment of a competent judicial authority or administrative decision;
- f. is subject to an administrative penalty for being guilty of grave professional misconduct, or of having made substantial errors or committed irregularities or fraud, or have been declared to be in breach of their obligations under contracts covered by the *EUI*'s budget (Article 41 of the *EUI*'s Public Procurement Regulation (President's Decision No. 19/2018 of 16<sup>th</sup> May 2018)).

In addition to the above, *contracts* cannot be awarded to a *tenderer* [*candidate*] who, during the procurement procedure, is proven to be:

- g. subject to a conflict of interest in connection with the *contract* which cannot be effectively remedied by other less intrusive measures;
- h. guilty of misrepresentation in supplying the information required by the *EUI* as a condition of participation in the *contract* procedure or fail to supply this information.

#### **Evidence requested:**

The *tenderer* must certify that it is not in one of the exclusion situations by providing in the *tender* a signed and dated **Declaration on Honour** available in **Annex II A**. In case of a consortium/*joint tender*, such declaration on honour should be included in the offer for each member of the *joint tender*/consortium.

In addition, the successful *tenderer* shall provide, within 15 days following notification of award and preceding the signature of the *contract*, the following documentary proofs to confirm the declaration referred to above:

- for points (a), (b), (d) and (e): a recent extract from the judicial record of the legal representative of the *economic operator* that submitted the *tender* or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
- for the situation described in point (c) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the *tenderer* is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in the paragraph above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

The *EUI* reserves the right to verify the information and to request further supporting evidence prior to the signature of the *contract*.

In the event that the successful *tenderer* does not promptly execute the fulfilment of the above, fails to present all documentation requested or does not provide proof of possession of all requirements declared in the *tender*, as well as if any checks reveal failure of compliance with the declarations submitted during the tendering period, the *EUI* reserves the right to declare a

compliance failure and to award the procedure to the following *tenderer* in the list or to launch a new procurement procedure.

## Article 15. Selection criteria

### **General requirements:**

The *tenderer* must have the following minimum requirements to perform the *contract*:

- a) being compliant with obligations relating to the payment of social security contributions for workers, according to the current legislation, and application of employment conditions envisaged in the sector's national collective labour agreement;
- b) being compliant with the current labour laws and regulations;
- c) being compliant with the current health and safety laws and regulations;
- d) being compliant with the current environmental laws and regulations;

### **Economic and financial capacity:**

- e) being in a stable financial position (financial viability) → possession of 2 (two) bank references issued by major banks or authorised dated after the invitation to the present invitation letter, in which it is shown that the *economic operator* has always met its commitments with regularity and punctuality and to be in possession of the economic and financial capacity to perform the services forming the subject of the *tender*. The *EUI* can accept only one bank reference if it is duly justified by the *tenderer*;
- f) having generated a minimum annual turnover in the last 3 (three) financial years for which accounts have been closed of at least EUR 780.000,00 (seven hundred eighty thousand/00);

### **Technical and professional requirements:**

- g) being authorised to perform the *contract* under national law, as evidenced indicatively by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, or entry in the value added tax (hereinafter 'VAT') register (please, indicate any specific trade or professional register or membership or authorization required);
- h) providing a list of the principal services provided and/or supplies delivered in the past 3 (three) years (2020-2021-2022) with the sums, duration and recipients, public or private;

❖ **Evidence to be submitted with the tender as part of Envelope n.1 – Administrative Documents (please, for more details on the submission process, see Article 12. Submission and content of tenders):**

- a signed and dated Declaration on Honour available in Annex II A;
- 2 (two) bank references;
- a document attesting that the *tenderer* had a minimum annual turnover in the last 3 (three) financial years for which accounts have been closed of at least EUR 780.000,00 (seven hundred eighty thousand/00);
- evidence that the *tenderer* is included in a trade or professional register and entry in the value added tax register;
- a list of the principal services provided and/or supplies delivered by the *tenderer* in the past 3 (three) years (2020-2021-2022) with the sums, duration and recipients, public or private;

The *EUI* reserves the right to perform sample checks in order to verify the accuracy of the statements submitted by *tenderers*.

*Tenderers* that are not compliant with the applicable minimum requirements shall be rejected.

## Article 16. Award criteria

Only the *tenders* submitted by *tenderers* meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price. The *contract* shall be awarded according to the “**most economically advantageous tender**” criterion following the assessment of the best quality/price ratio made by the competent evaluation committee which will assign a score to each *tender* to a maximum of 100 points, based on the following parameters:

MAXIMUM SCORE	
Technical and quality evaluation	60/100
Financial evaluation (price)	40/100

The total score of the *tender* shall be the sum of the technical and financial score obtained.

The *tenderer* obtaining the highest overall score shall be awarded with the *contract*.

### A - Allocation of points for technical and quality evaluation criteria

To each criterion will be assigned a certain weight, with the maximum amount being equal to 60 points, which, multiplied by the coefficient of quality assigned at the discretion of the evaluation committee (between 0 and 1, as shown in Table 2), will determine the score assigned to each *tender*, as indicated in the following Table 1.

The *tenderer* shall submit technical *offer* using the form Annex II B.

TABLE 1 – Technical score			
DESCRIPTION		Maximum score	
		LOT A	LOT B
T1	Adequacy of the offer with respect to the requested service	11	11
T2	Geographical extension	4	4
T3	List of exclusion(s)	6	6
T4	On-line platform (comprehensibility, accessibility, user-friendliness, etc.)	8	6
T5	Reimbursement system (time needed, currency, modalities, etc.)	5	5
T6a	Ceilings proposed (in comparison with the minimum amounts required)	5	7
T6b	Offer for mental health coverage	3	-
T7a	Revaluation mode for annual fees (e.g. reference to IHCP, etc.)	4	-
T7b	Variation of the premium based on variation of the population and/or inflation, etc.	-	8
T8	Reference person(s) proposed	2	2
T9	Proposed measures to safeguard standards and quality in the delivery of services.	3	3
T10	Quality and adequacy of the proposed information materials for the insured persons (booklets, folders, webpages, newsletter, etc.)	3	3
T11	Previous experience with universities and/or international organisations	2	2
T12	Additional services and/or improvements	4	3
<b>Total score</b>		<b>60</b>	<b>60</b>

The minimum score for technical and quality criteria is 35/60. *Tenders* who fail to achieve this minimum score for the technical *offer* shall not proceed to the point of assessment for the financial *offer*.

In the case of award, the entire technical *offer* shall complete the *tender specifications* and shall form part of the *contract*.

It should be noted that the coefficients of quality will be attributed on the basis as set out in Table 2:

TABLE 2		
EVALUATION	JUDGMENT	COEFFICIENT
GREAT	Well-structured technical <i>offer</i> that develops the requested project in a clear, precise and in-depth manner, adding additional value in respect to the expectations of the <i>EUI</i> .	1.00
GOOD	Suitable technical <i>offer</i> that develops the topic with no particular insights.	0.75
SUFFICIENT	Acceptable technical <i>offer</i> but poorly structured with limited application to the provisions of the <i>tender specifications</i> .	0.50
LOW	Mediocre technical <i>offer</i> that is under-developed.	0.25
INSUFFICIENT	Insufficient project technical <i>offer</i> that is generic and inadequate.	0.00

### **B - Allocation of points for financial evaluation criteria**

The maximum financial score is 40 points composed of the sum of the sub-scores as indicated in Table 3 for **Lot A** and in Table 4 for **Lot B**.

Please be aware that for evaluation purposes, any proposals for prices equal to “0” will be set equal to “1”.

TABLE 3 – LOT A: Financial score		
Category		Maximum score
FA1	PhD/LLM researchers/MRes and Master students + Visiting researchers/fellows + Trainees	15
FA2	Post-doc fellows	12
FA3	Part-time professor	4
FA4	Accompanying dependents (up to 18 years)	4
FA5	Accompanying dependents (over 18 years)	4
FA6	Other visitors	1
<b>Total score</b>		<b>40</b>

TABLE 4 – LOT B: Financial score		
FB1	Annual premium	<u>40</u>

For each sub-criterion, the maximum sub-score will be assigned to the financial offer proposing the best price.

The other *tenders* shall be given scores (rounded to two decimal places, if necessary) proportional to the ratio between the best price offered and that offered by each *tenderer*.

$P = 40 \times \frac{\text{Best price offered}}{\text{Price offered}}$
--

P = points assigned to the *tender*.

Deemed ineligible and therefore to be excluded from the proceeding, shall be the tenders in which the cost of labour is abnormally lower than the average cost in the European labour market.

The price considered for evaluation will be the total price of the *tender*, covering all the requirements set out in these *tender specifications*.

The *tenderer* shall submit a financial *offer* using the form Annex II C.

## CHAPTER IV - FINAL PROVISIONS

### Article 17. Sanctions and penalties mechanism

The contractor has the obligation to propose a schedule to ensure that services are carried out according to the timeframes and means provided for within these specifications.

The Institute may, at any time, undertake checks and controls on the proper delivery of the required services.

Unless otherwise provided for by legislation, the Institute reserves the right to terminate the contract in case of serious dis-services, such as rejecting claims for reimbursement which are in compliance with the policies or exclusion of coverage for members entitled to be affiliated to the agreed policy, etc.

The application of penalties shall be preceded by an official contestation, to which the contractor(s) has(ve) an opportunity to present their counter-arguments within five (5) days from receipt of the official communication of protest sent by the Institute.

In case of absence or non-acceptance of the counter-arguments, the Institute will proceed to the application of the penalties.

The Institute, in addition to proceeding with the application of the penalties, will not compensate for the services not performed, whilst also reserving the right to enforce other sanctions in case of service failure or incompleteness.

The application of the penalties provided for in this article shall not preclude the right of the Institute to claim compensation for damages.

### Article 18. Premium rate and payments

The Institute has decentralised administrative services and manages, internal projects and activities which are externally financed by public and/or private sponsors. The contractor undertakes to follow the analytical invoicing procedures requested by the Institute, issuing on demand specific invoices for each cost centre/activity identified.

The Institute has a special fiscal regime with special exemptions. More details will be available for the contractor.

Invoices shall show the details of the contractor, the amount, currency and date, as well as the reference details of the contract and reference to the purchase order or specific contract.

The Institute will communicate the payment model for issuing invoices to the contractor at the beginning of the contract.

Since the EUI will sign policies in Euro and will pay in Euro, premium rates must accordingly be provided in Euro. Tenders with premium rates provided in other currencies will be eliminated.

Payments shall be done in Euro (€) or in the local currency, if the receiving party has its legal seat outside the Euro-area.

For tenderers in countries not belonging to the Euro zone, the price quoted may not be revised in line with exchange rate variations. It is for the tenderer to select an exchange rate and assume the risks or the benefits deriving from any variation.

### **Premium**

The premium rate shall be for a fixed amount covering the maximum total period.

#### **Lot A – Health insurance:**

Tenderers must propose a monthly flat-rate premium (per insured person) to apply for all the categories as in Table I (Articles 8, 12 and 16 of the Tender Specifications and Annex II C – Financial offer – Lot A).

#### **Lot B – Accident insurance:**

Tenderers must propose an annual flat-rate premium for population as in Table II, indicating per each category to be insured a maximum ceiling guaranteed for the following risks at least: death, permanent invalidity, medical expenses (Articles 9, 12 and 16 of the Tender Specifications and Annex II C – Financial offer – Lot B).

#### **Lot A and Lot B:**

The contractor has the right to adjust the premium rate every year, in the occasion of the renewal of the related policy or when the terms of the contract/policy are changed. The Institute should be given notice of such premium adjustment at least 90 days before the date it will take effect. No reduction or increase in premium rates shall become effective less than 12 months after the effective date of the contract. Changes in the premium rates should be based on change resulting from the “EUROSTAT” index of reference.

The premium rates for each population should be set at the same level, without discrimination between individual enrolments or through the EUI.

In signing and submitting a tender, the tenderer certifies that:

- the premium rates indicated in the tender has been fixed independently, without any consultation or communication on any of the points relating to the price with another tenderer or competitor;
- unless the law stipulates otherwise, the premium rates indicated in the tender has not been and will not be voluntarily communicated by the tenderer to any other tenderer or competitor, directly or indirectly, before the tenders are opened;

The premium rate must be quoted free of all duties, taxes and other charges.

### **Payment**

#### **Lot A – Health insurance:**

Two ways of payment should be foreseen:

- Individual billing (direct individual subscription – self-payers): the contractor should allow EUI members to pay for their insurance monthly or in quarterly instalments. In case of monthly payments, payments should be made in advance, which is before first day of each month. In case of quarterly payments, payments should be made within 14 days of the beginning of each quarter.
- Billing through EUI (subscription through the EUI - EUI-paid): the premium will be paid to the contractor directly by the Institute.

Since the policy has validity for the academic year (1<sup>st</sup> September - 31<sup>st</sup> August, each year), payments will be executed as follow:

1. First payment: to be made at the beginning of the academic year, before the last day of September. During that period (1-30/09) the insurance should be covered.

At the beginning of September, the EUI will provide the contractor with a list of EUI members to be insured in the current academic year. Updated lists will be provided during the academic year, if needed. On the basis of the list received from the EUI, the contractor should issue the invoice for the coverage for the first four month period (September-December). The payment will be processed within 30 days after receiving the invoice from the contractor.

2. Second payment (for the period January-April) will be made in January of the academic year of reference upon an invoice received from the contractor (in case EUI members are insured and pay through EUI for the period of one year, no updated list will be sent). The payment will be processed within 30 days after receiving the invoice from the contractor.
3. Third payment: to be made in May of the academic year of reference, on the same conditions as two previous payments.
4. The balance, if any, will be paid within 60 days after the end of the academic year (31/08).

#### **Lot B – Accident insurance:**

Payments will be executed as follow:

1. First provisional payment: to be made at the beginning of the academic year, before the last day of September.

At the beginning of September, the EUI will provide the contractor with a list of EUI Members to be insured in the current academic year and a provision of the flows for the category not fixed during the academic year. On the basis of the list received from the EUI, the contractor should issue the invoice for the provisional premium covering the period September-December. The payment will be processed within 30 days after the date of receiving the invoice.

2. Second provisional payment (for the period January-August) will be made in January of the academic year of reference upon receipt of invoice from the contractor. The payment will be processed within 30 days after receiving the invoice from the contractor.
3. Within 60 days after the end of the academic year, the Institute will present the updated list of people insured for the previous year. On the basis of this list, the contractor shall issue the invoice for the payment of the balance (if any). The balance will be paid within 30 days of the date of receiving the invoice from the contractor.

For more details, please refer to article I.4 and II.17 of the Draft Framework Contract.

#### **Article 19. Requirements for the signature of the contract**

The successful tenderer, within the date to be communicated by the EUI, must submit the following documents before the signature of the contract:

- a copy of the full criminal record of the legal representative of the successful tenderer;

Please note that should the successful tenderer fail to submit the documents outlined above in due time or, upon testing, is found not to be in compliance with the declarations submitted



in the tender, the EUI reserves the right to award the contract to the following tenderer in the ranking or to launch a new call for tender.

## Article 20. Contract management

For the *EUI*, the reference person(s) for the *contract* management is/are the following:

- the Director of the Academic Service.

The Director of the Academic Service is responsible for all communications with the awarded contractor concerning all aspects of the execution of the contracted activities, and shall supervise the compliance of contractual obligations by adopting coercive measures and applying penalties where required.

In order to ensure that the contract is performed satisfactorily and to guarantee a correct contractual relationship with the contractor, the Director of the Academic Service shall appoint a member of the *EUI* staff as reference person for the contract, who will have, among others, the following tasks:

- liaise with the operational contractor through the service supervisor appointed by the same;
- make requests for any eventual variations/new regulations that may be necessary during the term of the contract;
- ensure the proper execution of the services and check the results;
- propose to the contract manager the application of penalties and the possible termination of the contract.
- regulate all the invoices issued by the contractor via endorsement.

## Article 21. List of tender documents

The tender documents of the present procurement procedure are composed of the draft contract, the invitation letter, these *tender specifications* - TS (Annex I) and the contractor's *tender* (Annex II), including the following annexes:

- Annex II A – Declaration on honour;
- Annex II B – Technical *offer* Lot A;
- Annex II B – Technical *offer* Lot B;
- Annex II C – Financial *offer* Lot A;
- Annex II C – Financial *offer* Lot B;
- Annex II D – List of special medications and treatments