

**ACADEMIC SERVICE** 

# **TENDER SPECIFICATIONS**

Open call for tender to provide collective health and accident insurance services to members of the EUI community

Ref: *OP/EUI/AS/2016/001* 

**YEAR 2016** 



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#### **CHAPTER I – INTRODUCTION**

# 1. The European University Institute (EUI)

The European University Institute (EUI/Institute) was set up by the Convention 19/4/1972, including a "Protocol on privileges and immunities", which was ratified by the then Member States of the European Communities to provide advanced academic training to doctoral researchers and to promote research at the highest level. It opened its doors to the first researchers in 1976.

The EUI Community currently has approximately 1.000 members among which researchers, academic and administrative staff are mainly, but not exclusively, recruited from EU Member States. The EUI excels with its integrated and multidisciplinary approach in teaching and research, and transcends national academic traditions.

The legal seat of the EUI is located in the Badia Fiesolana, Via dei Roccettini 9, 50014 - San Domenico-Fiesole (Italy).

Further information can be found on the Institute's web site at www.eui.eu.

#### 2. Definitions

The company that has been awarded with the tendered contract with which it is entrusted with the service (or services) referred in these Special Tender Specifications (Tender Specifications) will be hereinafter referred as to the "Contractor"; the company who present a bid will be hereinafter referred to as the "Tenderer".

The EUI which entrusts the Contractor with the service covered by this Special Tender Specifications, will be hereinafter referred to as "the Institute".

## 3. Objectives of tender

This call for tenders, managed by the Academic Service at the European University Institute, wishes to conclude one or/two Single Framework Contract(s) with one or /two experienced Insurance Company(ies) with the aim to ensure a proper framework and health and accident insurance services for specific categories of the Institute's community participating to the EUI activities.

The Contractor/s will be requested to cover each member of the EUI community by health and/or accident insurances specifically designed to protect them during the entire duration of their stay at the EUI as set out in Chapter II –Technical Specifications.

The present open call for tender is divided into two (2) lots for the conclusion of two (2) separate policies:

- A policy for the provision of health insurance services for specific categories of the EUI community -CfT/EUI/AS/2016/001/LOT-A;
- A policy for the provision of accident insurance services for specific categories of the EUI community - CfT/EUI/AS/2016/001/LOT-B.

Participation in tendering process has been separated into two lots. Specific requests must be submitted to participate for each lot (see articles 8-Lot A, 9-LOT B and 12 of Tender Specifications).

Tenderers may not submit partial bids for the services required per lot.

Lots may be awarded either collectively or individually.

The provision of the services will be awarded to one single Contractor for Lot A and another for Lot B or a unique Contractor for both Lots.



# 4. Contract information

| TABLE I – Contract information  |  |  |  |
|---|--|--|--|
| The Institute wishes to conclude a Single Framework Contract for services with one or more is companies, on the basis of which it will sign the policy(ies) object of the present tender procedur refer to Annex H – Draft Single Framework Contract for general and specific rules governing the of the required services. Due to the peculiarity of the insurance market, the Institute reservices possibility to renegotiate parts of the contract, if deemed necessary.  The contract(s) will be complemented by this Tender Specifications along with its Annexes, the Invitation and the offer presented in the procedure by the awarded Contractor(s), including enclosed documentation.  Without prejudice to the obligations stated under article 2.4 of the Public Procurement Regulation refer to President's decision no 44/2014 of 5 December 2014 http://www.eui.eu/Documents/AboutEUI/Tenders/e-signedDec442014PublicProcurementReg.pd  Since the services to be covered by the present procedure are very sensitive, the participation to call for tender is only acceptable to insurance companies with stable headquarters in Eurocompanies who are complying with European rules on data protection. |  |  |  |
| Duration  | 12 months from the signature of the contract, renewable without exceeding a maximum duration of seven (7) years. The Contractor is subject to a probationary period of 6 months, for details please refer to article I.2.6 of Annex H-Draft Single Framework Contract.  Validity of the policies:  LOT A - Academic year: 1 <sup>st</sup> September-31 <sup>st</sup> August  LOT B:  - First period: 1 <sup>st</sup> January – 31 <sup>st</sup> August 2017;  - Since then: Academic year: 1 <sup>st</sup> September-31 <sup>st</sup> August   |  |  |
| Budget information  | The financial turnover foreseen for the services under the present contract over a one-year period is approximately:  LOT A: 250.000€ (two hundred fifty thousand/00).  -LOT B: 60.000€ (Sixty thousand/00)  Considering the maximum duration, including possible renewals, the overall budget is equal to €2.170.000,00 (two million one hundred seventy thousand/00).  The amount shall not be considered binding on the Institute, since these figures have been calculated on the basis of primes payed in the previous three years (2013-2014-2015).  The abovementioned amount is not guaranteed.  Signature of the contract imposes no obligation on the Institute to accept the tenderers proposals. |  |  |



# 5. Additional information for participating in this open call for tender

Documents relating to the present call for tenders are available at the following address: www.eui.eu/About/Tenders.aspx.

Information and clarification on the tender documents may be requested only by e-mail to the address <a href="mailto:bfa.tenders@EUI.eu">bfa.tenders@EUI.eu</a> but should arrive no later than **03:00pm on 29/04/2016**.

All replies to requests for information and clarification received before the abovementioned time shall be done in an anonymous way and be published on the abovementioned web page.

The addressing of the envelope is at the sole risk of the sender, in case it does not arrive to the destination in time.

No compensation or refund will be due to the companies for the compiling of the offer, nor for any project or any other documentation which has been submitted.

Documentation submitted shall not be returned even when the bidder does not prove successful in the tender process.

The name of company(s) to whom the contract(s) will be awarded will be published on the EUI's website and be communicated to all participating companies.

Fulfilment of adjudication or invitation to tender procedure shall not oblige the EUI to award the contract.

The Institute reserves the right not to proceed with the present call for tender, without competitors having any rights to complain and/or expect compensations.

The penal responsibilities incurred in the case of providing false declarations are hereby reiterated. The Institute will carry out appropriate checks and verify the veracity of affidavits. If these prove not to be valid, the declarant shall not have the right to proceed to any eventual benefits and face any resulting criminal complaint.

In accordance with Data Protection provisions of the Institute available on the website <a href="www.eui.eu/AboutTheWebsite/DataProtection.aspx">www.eui.eu/AboutTheWebsite/DataProtection.aspx</a>, data provided by competitors shall only be used for purposes connected to the present open call for tender.

# 6. Indicative procedure timetable

| Table II – Calendar (see invitation letter)      |            |  |  |
|--|------------|--|--|
| Action   | Date       |  |  |
| Launch date                                      | 06/04/2016 |  |  |
| Deadline for sending requests for clarifications | 29/04/2016 |  |  |
| Submission of offers                             | 06/05/2016 |  |  |
| Opening session (not public) <sup>1</sup>        | May 2016   |  |  |
| Evaluation session                               | May 2016   |  |  |
| Notification of results                          | June 2016  |  |  |
| Contract signature                               | June 2016  |  |  |

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<sup>&</sup>lt;sup>1</sup> The opening session is settled to check whether the offer received was dispatched within the set deadline for tender submission and using the prescribed double envelope system. The EUI does not foresee a public opening session.



# CHAPTER II – TECHNICAL SPECIFICATIONS (Tech Specs)

# 7. Service general description

#### Scope

The purpose of this open call for tenders is to conclude an agreement with (an) Insurance Company(ies) who can offer Insurance services to specific categories of the Institute community and more specifically for sickness, injuries and/or accidents that occur on or off 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 (minimum service requirement<sup>2</sup>), with the possibility to expand its services (with or without an extra charge) to non-European countries (such as US etc.).

Since during the validity period of the contract(s), the Institute may be subject to procedural updates and innovations on request of the Contracting States, the Contractor(s) 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 made possible 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 Contractor(s) and should support the inclusion of scanned documents. The principles for reimbursement or reimbursement policy should be drawn up by the tenderer.

The Contractor(s) should confirm receipt of the claim within 24/48 hours of claim being submitted. The Contractor(s) should make every effort to provide reimbursement within 25 days of the claim notification.

The reimbursements should be made by the Contractor(s) directly to the Insured person.

#### **Appeals**

The Institute and EUI Members have the right to appeal in case a reimbursement is refused. The Contractor(s) should provide transparent procedure for appeals. In case a dispute arises, the EUI reserves the right to submit a request for arbitration.

<sup>&</sup>lt;sup>2</sup> The minimum service requirements constitute the basic needs of the Institute for measuring the quality of services provided. The Contractor(s) undertake(s) to provide services at or above the minimum required and accepted by the Institute.



#### 8. LOT A – Health Insurance

The first lot of the for tenders is to conclude a single framework contract with a Health Insurance Company able to insure specific categories of the Institute community for sickness, injury and medical treatment that occur on or off EUI campus and worldwide (see article 7 of Tech Specs).

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:

| TABLE III – LOT A: List of categories of the EUI community eligible for the Health insurance |                                  |             |                                    |  |  |  |
|--|----------------------------------|-------------|------------------------------------|--|--|--|
| Category   | Tot yearly population (estimate) | Average age | Average permanence at EUI (months) | Number of affiliated per year (estimate) |  |  |
| Ph.D./LL.M<br>researchers  | 550                              | 25-30       | 12                                 | 250                                      |  |  |
| Visiting researchers   | 60                               | 25-30       | 3 / 4                              | 20                                       |  |  |
| Post-doc fellows   | 100                              | 30-40       | 6 / 12                             | 60                                       |  |  |
| Part-time professor  | 40                               | 40-70       | 2 / 12                             | 10                                       |  |  |
| Trainees   | 30                               | 20-25       | 12                                 | 10                                       |  |  |
| Other visitors   | 2000                             | 35-70       | 0.2                                | 5  |  |  |

Accompanying dependents of the Institute's Members as defined by the EUI's rules and practices: partners, dependent children, family members, etc.).

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 J 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, should not automatically be excluded from the right to be covered. The tenderer should provide a description of their procedure in 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 in completing documents which are needed to obtain the visa for members of the Institute who need this before or during their stay at the EUI. If needed, the Contractor should issue an adequate certificate and give all the necessary information 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 on the first day of month for which premium is paid and should terminate on the last day of the subscription period.



The normal duration of the coverage for all the EUI Members, paid through the EUI, should be one academic 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 the first day of the first month and terminate 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:

- <u>Direct individual subscription (standard)</u>: the EUI Members should have the possibility to enrol
  themselves and/or dependants for the insurance coverage through on-line devices dedicated for
  EUI Members provided by the Contractor for the period chosen by them (depending on the
  duration of the EUI status).
- <u>Subscription through the EUI (non-standard)</u>: some EUI Members (to be defined by the Institute) may subscribe for the coverage through the EUI.

#### 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 so as 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 for 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 mobile devices.

In particular EUI members should be able to:

- 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 bid 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.

#### 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 to 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 was paid.

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

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 its dependents should terminate on the last day of the month for which the premium has been paid.

# 6. Reports

Every four months the Contractor should send a report of EUI members (divided by the categories) 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 direct or through the EUI). The Contractor may also be asked to prepare more specific reports and should provide them within 30 days from the request.

#### 9. LOT B – Accident insurance

The second lot of this open call for tenders is to conclude a single framework contract to insure specific categories of the Institute 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 Tech Specs).

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

For period of execution, please refer to Table I, article 4.

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



| TABLE IV – LOT B: List of categories of the EUI community eligible for the Accident insurance |  |             |   |  |
|---|--|-------------|---|--|
| Category  | Tot yearly<br>population<br>(estimate) | Average age | Average <sup>3</sup> permanence at EUI (months) |  |
| PhD/LLM researchers   | 550                                    | 25-30       | 12  |  |
| Visiting researchers  | 60                                     | 25-30       | 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 follow (Table V).

| TABLE V – LOT B: List of compensations for categories covered by accident insurance   |         |            |  |  |  |
|---|---------|------------|--|--|--|
| Category  | Death   | Invalidity | Medical expenses (related to the accident) |  |  |
| <ul><li>PhD/LLM researchers</li><li>Post-doc fellows</li><li>Trainees</li><li>Accompanying dependents<br/>(over 18 years)</li></ul> | €75.000 | €120.000   | €2.000                                     |  |  |
| - Children at the crèche - Accompanying dependents (up to 18 years)   | €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 company and the insurances offered.

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

In exceptional circumstances, defined on a case-by-case basis by the Institute, insured persons will submit claim for reimbursement on their own. If so, the Contractor should provide the involved persons with the login, password and instructions to proceed.

#### 10. Contractor's personnel involved in the service

## Both LOT A and LOT B

The Contractor(s) should provide details on 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.

<sup>&</sup>lt;sup>3</sup> Affiliation shall consider the real permanence at the EUI.



## 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 in unforeseen absences.

The Institute reserves the right to request immediate replacement in case reference persons are not suitability, 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 service the Contractor needs to substitute the reference person, it will ask the EUI for prior authorization and submit in the meantime CVs of possible replacements. Only new members with same or superior skills will be considered.

## 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 especially additional proposals 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. 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 (e.g. professors and/or other staff members at the end of their contracts); special fees will be negotiated before or after the signature of the single framework contract;

Expenses for services not mentioned in Annex J 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 company's medical officer has been consulted.

The successful tenderer undertakes the responsibility to implement all necessary modifications the EUI may require, during the trial period. Any improvements and additional services will be analysed during the technical evaluation without affecting the financial score.



# **CHAPTER III – ADMISSION, EVALUATION AND AWARD**

## 12. Submission of tenders

Both the technical proposal and the financial proposal should be signed and perfectly legible in order to rule out any ambiguity.

The offer must be submitted to the following address:

# EUROPEAN UNIVERSITY INSTITUTE Protocol Office Via dei Roccettini, n. 9 50014 San Domenico di Fiesole (FI)

The documentation must be submitted under penalty of exclusion, in perfectly sealed envelopes signed along the seal. Tenders must be sent by courier (for overnight courier, the date of delivery to the courier service shall be considered) or hand delivered to the Protocol Office (from Monday to Friday during business hours of 8.30 am-1.00 pm and 2.00 pm-5.00 pm) no later than **05:00 pm on the day 06/05/2016**, being the final deadline. Any other type of sending and/or delivery of the documentation shall result in exclusion from the tender procedure.

Competitors will have to confirm to the address <u>bfa.tenders@EUI.eu</u> the sending of the documentation. The Institute will acknowledge receipt of the aforementioned email.

Once the EUI has received the offer, the documents shall become the property of EUI and the offer shall be treated confidentially.

Under penalty of exclusion from the tender, each offer must comply with <u>ALL</u> the following instructions.

Tenders must be submitted in accordance with the <u>double envelope system.</u>

The <u>outer envelope or parcel</u> should be sealed with adhesive tape and signed across the seal and carry the following information:

- The reference number of the call for tender: OP/EUI/AS/2016/001.
- The title: "Provision of collective health and accident insurance services to members of the EUI community".
- The name of the Tenderer.
- EUI's name and address (for submission of tenders, as indicated above).

#### The three innermost envelopes:

1<sup>st</sup>: sealed with adhesive tape and signed across the seal, with, externally, the name of the tenderer and the following statement: "Envelope n. 1 – Technical", must contain three hard copies (one original and two photocopies easily distinguishable from the original) and one in digital format of the detailed description of the service offered on the basis of the points indicated in the following paragraph, including any additional services and improved conditions proposed. Particular emphasis will be given to the degree of detail, clarity and descriptive method of the technical project presented.

The technical offer must be signed by the legal delegate of the company.

The technical offer will form an integral and substantial part of the contract, carrying the obligation for the company awarded the contract to carry out the service in accordance with that stated and contained in the documents submitted in the tender.



#### Content of the technical offer:

In case of participation into both lots, the tenderer must presents two different technical bids, 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 bid" or "LOT B – Accident insurance: technical bid".

#### LOT A – Health insurance

- a. provision of the services:
  - o 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) (article 8 Tech. Specs);
  - o procedures for enrolment, suspension and termination of affiliation;
  - reimbursement system: method, times, documents, etc.;
- b. coverage:
  - o List of medications and medical services admitted to reimbursement, with mention of special requests (if needed) and correspondent ceilings;
  - Affiliation: list of exclusion criteria, special clauses, etc.;
- c. reports: present examples of reports (article 8);
- d. draft of policy/contracts for insurance of individual EUI Members and for the EUI;

## 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 extra coverages within non-European countries;
- j. submit CV(s) of proposed person(s), along with a declaration of confidentiality (Annex F) for each proposed member (article 10);
- 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;
- 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 only if valid, 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 E- Technical offer form-LOT A and LOT B.

The tenderer must declare which information provided, concerning the bid submitted, constitutes technical



or trade secrets, and are therefore covered by confidentiality.

#### LOT A and LOT B

In case tenderers participate in both lots, two different technical bids, 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: technical offer" or "LOT B – Accident insurance: technical offer".

**2**<sup>nd</sup>: sealed with adhesive tape and signed across the seal, must bear externally the name of the tenderer and have the following statement: "**Envelope n. 2 – Financial**". This envelope must contain, in three hard copies of the offer (one original and two photocopies distinguishable from the original) and one copy in digital format. The offer should bid drawn up solely on the forms provided in Annex G, and be signed by the legal representative of the tenderer.

#### Content of the 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 G- 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 IV, article 9).

The financial proposal shall be outlined on the template provided at Annex G- Financial offer form-LOT B.

# LOT A and LOT B

In case of participation into both lots, the tenderer must present two different financial bids, one for each lot, and present it 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"

**3**<sup>rd</sup>: sealed with adhesive tape and signed across the seal, with, externally, the name of the tenderer and have the following statement: "**Envelope n. 3 – Supporting documents**". This envelope must contain three hard copies (one original and two photocopies easily distinguishable from the original) and one copy in digital format of the documents listed below. <u>Please submit only one envelope with supporting documents even in case of participation to the two lots.</u>

- 1. **Checklist** completed and signed (Annex A-LOT A and/or LOT B).
- 2. **Request for participation**, dated and signed by the legal company representative or by a person duly authorised to sign, using the form attached (Annex B).
- 3. **Declaration in lieu**, signed by the legal representative of the company using exclusively the form provided in Annex C.
  - The declaration must be accompanied by a photocopy of a valid identity document of the undersigning persons.
- 4. **All** the supporting **documents and certificates** for declarations stated in Annex C and all the evidence requested in previous articles 8 and 9 and following article 15 of the present Tender Specifications.
- 5. The **Declaration on honour** signed by the legal representative accompanied by a photocopy of a valid identity document of the undersigning persons (Annex D).
- 6. A copy of the Special Tender Specifications and the Letter of Invitation, without any additions, modifications or integrations, signed on each page and bearing on the last the stamp of the



- competitor and the full signature of the owner or legal representative.
- 7. If deemed necessary, the tenderer may submit to the Institute other informative documents even if not listed above, e.g. other policies, etc. Such documents must be easily recognisable from the requested ones (e.g. in an inner envelope).

#### 13. Evaluation Steps

The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

- 1. Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- 2. Selection of tenders on the basis of selection criteria:
- 3. Evaluation of tenders on the basis of the award criteria.

Only tenders meeting the requirements of one step will pass on to the next step.

#### 14. Grounds for exclusion

Tenderers must not be in one of the exclusion situations listed below:

- a. 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. Have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata.
- c. Have been guilty of grave professional misconduct proven by any means which the Institute can justify.
- d. Have not fulfilled 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 the country of the Institute or those of the country where the contract is to be performed.
- e. Have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities' financial interests.
- f. Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in a serious breach of contract for failure to comply with their contractual obligations.

In addition to the above, contracts may not be awarded to tenderers who, during the procurement procedure:

- g. Are subject to a conflict of interest.
- h. Are guilty of misrepresentation in supplying the information required by the Institute as a condition of participation in the contract procedure or fail to supply this information.

# **Evidence requested:**

Tenderers must certify that they are not in one of the exclusion situations by providing in the tender a signed and dated Declaration on Honour available in Annex D.

In addition, the tenderer to whom the contract is to be awarded 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 and e: a recent extract from the judicial record 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 point d: a recent certificate issued by the competent authority of the State concerned.

Where the document or certificate referred to 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

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

#### 15. Selection criteria

The tenderer must comply with the following requirements in order to access the evaluation phase.

# **Professional requirements**

- 1. To be a recognised legal entity (subscription with one of the trade Registries in the Country of fiscal residence; company information required: name, number of enrolment in trade register (please present a certificate), date of foundation, company's activities, composition of the board of directors.
- 2. Compliance with all legal, social, labour and safety provisions applicable to it in its country of fiscal residence.

## **Technical requirements**

3. To have extensive and demonstrable experience in the provision of services described in the technical specifications, presenting a list of the principal services similar to those put forth for tender having been carried out in the last three (3) financial years (2013-2014-2015) with the descriptions of the object, the respective amount, dates and recipients, public or private. Please indicate a reference person to contact.

# **Economic and financial capacity**

4. To have generated an annual turnover in the last 3 closed financial years of at least €5.000.000,00 (five million/00). Please provide balance sheets including profit and loss accounts for the last three years for which accounts have been closed.

#### 16. Award criteria

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

Since the two lots may be awarded either collectively or individually, bids for LOT A and LOT B will be evaluated individually.

The contract(s) shall be awarded on the basis "best value for money" criterion

following the assessment made by the competent authority of the Institute (the Evaluation Committee), which will assign a score to each offer to a maximum of 100, apportioned based on the following parameters:

| MAXIMUM SCORE                    |        |  |
|----------------------------------|--------|--|
| Technical and quality evaluation | 60/100 |  |
| Financial evaluation             | 40/100 |  |

The total score of the offer shall be the sum of the technical and financial score obtained:

| Offer P = technical evaluation P + financial evaluation P |  |
|---|--|



The bidder obtaining the highest overall score shall result as the winner of the tender.

The services provided must comply with the requirements as described in the present Tender Specifications along with its Annexes, Draft of Single Framework contract, Letter of invitation and contractor's bid, if improvements.

The Institute reserves the right to random check the fees applied.

# A - Allocation of points for service methodology, techniques and quality

Each parameter will be assigned a certain weight, with the maximum amount being equal to 60 which, multiplied by the coefficient of quality assigned at the discretion of the deciding commission (between 0 and 1, as shown in Table VII), will determine the score attributed to each individual bid, as indicated in the following Table VI.

|           | TABLE VI – Technical score   |           |           |  |
|-----------|--|-----------|-----------|--|
|           | DESCRIPTION  | Maximu    | m score   |  |
|           | DESCRIPTION  | LOT A     | LOT B     |  |
| T1        | Adequacy of the offer with respect to the requested service  | 12        | 12        |  |
| T2        | Geographical extension: extra charge/special ceilings, if any, for coverage within non-European countries                          | 4         | 4         |  |
| Т3        | List of exclusion(s)   | 6         | 6         |  |
| T4        | On-line platform (comprehensibility, accessibility, user-friendliness, etc.)   | 10        | 5         |  |
| T5        | Reimbursement system (time needed, currency, modalities, etc.)   | 5         | 5         |  |
| т6        | Ceilings proposed (in comparison with the minimum amounts required)  | 5         | 7         |  |
| Т7а       | 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         |  |
| Т8        | Reference person(s) proposed   | 2         | 2         |  |
| Т9        | Proposed measures to safeguard standards and quality in the delivery of services.  | 3         | 3         |  |
| 1 1 1 ( ) | 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         |  |
|           | Total score  | <u>60</u> | <u>60</u> |  |

The minimum score for contract suitability is 35/60. The financial offer of tenderers who do not reach this threshold will not be assessed.

In the case of award, the entire technical offer and all provisions within the Special Contract Specifications shall form part of the contract.

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

| TABLE VII  |   |             |  |  |
|------------|---|-------------|--|--|
| EVALUATION | EVALUATION  | COEFFICIENT |  |  |
| (-DEAT     | Well-structured project that develops the requested project in a clear, precise and in-depth manner, adding additional value in respect to the expectations of the Institute. | 1.00        |  |  |
| GOOD       | Suitable project that develops the topic with no particular insights.   | 0.75        |  |  |
| SUFFICIENT | Acceptable design but poorly structured with limited application to the provisions of the Tender Specifications.  | 0.50        |  |  |
| Low        | Mediocre project that is under-developed.   | 0.25        |  |  |



| Insufficient | Insufficient project that is generic and inadequate. | 0.00 |
|--------------|--|------|
|--------------|--|------|

## B – Allocation of points based on price

The maximum financial score is 40 points composed of the sum of the sub-scores as indicated in Table VIII for LOT A and in Table IX for LOT B.

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

| TABLE VIII – LOT A: Financial score |   |               |  |
|-------------------------------------|---|---------------|--|
| Category                            |   | Maximum score |  |
| FA1                                 | PhD/LLM researchers+ Visiting researchers+ 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             |  |
| Total score                         |   | 40            |  |

| TABLE IX-Financial score LOT B |                |           |  |
|--------------------------------|----------------|-----------|--|
| FB1                            | Annual premium | <u>40</u> |  |

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

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

P = points assigned to the offer.

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

## 17. Steps necessary for the award

The tenderer who will be offered the contract, will have to present all documents as required in the tender documents on the date defined by the Institute before proceeding to the final award.

The Institute reserves the right, in case the tenderer fails to present all documentation requested, or does not provide proof of these as required, or in case checks reveal failure of compliance with the declarations submitted during the bidding process, to declare a compliance failure and to award the contract to the following contender in the list or to launch a new call for tender. In either case this decision shall result in the forfeited bidder having to bear any addition costs incurred by the Institute. Additional penalties provided by law may be applied.

In case of a positive result from the above verification activities, the award shall be in favour of the winning tenderer who will be then formally invited to sign the contract.

The Institute reserves the right to proceed to request clarification and/or completion of submitted documentation.

The actual services may start only after the contract has been signed.



# CHAPTER IV – GENERAL TERMS AND CONDITIONS APPLICABLE TO CALLS FOR TENDERS

# 18. Sanctions and penalty mechanisms

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 incompletion.

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

# 19. Administrative information

All the information and conditions included in the Tender Specifications and its Annexes, the Letter of Invitation, the Declaration on honour, all the supporting documents and all the documentation related to the "best value for money" shall be binding for the awarded Contractor(s) and shall form an integral part of the final contract.

## 20. 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(s).

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 euros 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 III (articles 8, 12 and 16 of Tender Specifications and Annex G – Financial bid – LOT A).

## LOT B - Accident insurance

Tenderers must propose an annual flat-rate premium for population as in Table IV, 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 Tender Specifications and Annex G – Financial bid – LOT B).

# LOT A and LOT B

The Contractor(s) has(ve) 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 (see also article I.3.2 of Annex H – Draft Single Framework Contract).

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 standard): 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 non-standard): 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 (1-30/9) 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 (31/8).

#### **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 of the date of receiving the invoice.
  - Second provisional payment (for the period January-August) will be made in January of the academic year of reference upon an invoice received from the Contractor. The payment will be processed within 30 days after receiving the invoice from the Contractor.
- 2. 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.15 of Annex H – Draft Single Framework Contract.

## 21. Subcontracting and outsourcing contract

The contract may NOT be reassigned, at risk of nullity.

Subcontracting is **NOT** allowed.

## 22. General information

All aspects of the tender procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with High Council's Decision No.2/2013 laying down the EUI's regulatory and financial provisions (lastly amended with High Council decision No. 5/14 Of 5 December 2014), and with the President's Decision No.44/2014, all of which are available on the EUI's website: <a href="http://www.eui.eu/About/Tenders/Index.aspx">http://www.eui.eu/About/Tenders/Index.aspx</a>.

Participation in this tender procedure implies full acceptance of the above-mentioned regulations.

The rules governing the future relationship between the Institute and the Contractor that is awarded the tender, including payment terms, processing of personal data, dispute settlement methods, both in the tender procedure and in the implementation and performance of the contract, are all contained in the Annex H - Draft Single Framework Contract.



#### 23. Contract Management

For the Institute, the manager of this contract is the Director of the Academic Service.

The Manager 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.

## 24. EUI's representative for the contract

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 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.

# 25. Final provisions and Annexes

This Tender is made up of 25 articles, n. 24 pages and n. 13 Annexes which form an integral part thereof, and which the Contractor approves and accepts with the signing of this document.

#### **List of Annexes:**

- Annex A-Checklist-LOT A
- Annex A-Checklist-LOT B
- Annex B-Request for participation
- Annex C-Declaration in lieu module
- Annex D- Declaration on honour
- Annex E-Technical bid module-LOT A
- Annex E-Technical bid module-LOT B
- Annex F- Declaration of confidentiality and absence of conflict of interest
- Annex G-Financial offer form-LOT A
- Annex G-Financial offer form-LOT B
- Annex I-Vacancy days 2015
- Annex H-Draft Single Framework Contract
- Annex J List of special medications and treatments