

## Call for tenders' details

Title: Provision of sickness and accident insurance services for Conference Interpreting Agents (ACI)

Start date: 21/06/2019

Time limit for receipt of tenders: 09/08/2019

Contracting authority: European Commission, DG Interpretation (SCIC)

Status: Closed

## Call for tenders question list

#	Submission date	Publication date	Question subject	Question	Answer
1	04/07/2019 11:33	05/07/2019 10:28	Question on the questions and answers	Will all questions submitted by tender participants be visible to all participants? Will all answers be shared with all participants?	<b>05/07/2019</b> Yes, questions and answers will be visible to all participants once the contracting authority publishes the answers. In cases where the information contained in the answer is confidential for the specific economic operator that asked the question, the reply will only be visible to that economic operator.

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
2	04/07/2019 11:34	11/07/2019 15:30	360 days versus 364 days	<p>Reference is made to the following two extracts of the Insurance Policy Specification: The first extract: "6. Permanent invalidity" means total/partial incapacity, which has lasted not less than 360 days in total duration and at the expiry of that period is certified by a medical practitioner as being beyond hope of improvement. The Insurer may request an independent medical examination to determine the right to permanent invalidity and to review it at a later point." The second extract: "(d) Temporary total incapacity: a compensation equal to the Insured's daily remuneration for a maximum of 21 days and thereafter 35% of daily remuneration for a further forty-nine weeks." In accordance with the second extract the incapacity compensation is payable during 21 days and 49 weeks. This corresponds to 364 days. How does this match with the 360 days to which reference is made in the first extract?</p>	<p><b>11/07/2019</b></p> <p>The compensation period in case of temporary total/partial incapacity following accident (item (d) and (e) of the schedule) is indeed limited to 364 days paid. On the other hand, in case of temporary total/partial incapacity following illness (item (j) and (k) of the schedule) the maximum number of compensated days paid will be 361 (as the first three days of incapacity following illness are not compensated). The right to claim permanent invalidity requires "not less than 360 days" of total/partial incapacity, thus slightly less than the maximum number of days compensated for total/partial incapacity. Please also note that according to article 22 of the insurance policy specification "in case of compensation payable in respect of permanent invalidity (items "b" or "c" or "h" or "i" of the schedule) following temporary incapacity (items "d" or "e" or "j" or "k" of the schedule) or relapse (items "f" or "l" of the schedule) the compensation for invalidity shall be paid as from the first day of incapacity after deduction of the compensations already paid for incapacity and relapse"</p>

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#	Submission date	Publication date	Question subject	Question	Answer
3	04/07/2019 11:35	11/07/2019 16:13	360 incapacity days: allowed accumulation period	<p>Reference is made to the following extract of the Insurance Policy Specification: "6. Permanent invalidity" means total/partial incapacity, which has lasted not less than 360 days in total duration and at the expiry of that period is certified by a medical practitioner as being beyond hope of improvement. The Insurer may request an independent medical examination to determine the right to permanent invalidity and to review it at a later point." How long can an interpreter accumulate incapacity days before reaching the 360 days? Suppose the interpreter starts to develop an illness in 2020 and shows the following incapacity pattern, always linked to the 2020 illness: 50 days of incapacity for 7 consecutive years. This means he reaches the 360 days threshold in 2027. Suppose the illness is then labelled as (partially) invalidating in accordance with the stipulations of the contract. Do the Insurers of the 2020 contract have to compensate for the interpreter's invalidity? Or is it up to the Insurers of the contract following the 2020 contract to cover for this interpreter's</p>	<p><b>11/07/2019</b></p> <p>Thank you for pointing out to this obvious omission. As it is the case for the current insurance policy (in Annex 10), article 6 of the new insurance policy specification (in Annex 7) should have also mentioned that "No compensation shall be payable in case of the permanent invalidity unless the claim under that item is lodged within three years of the onset of the illness." The omission of this sentence was a clerical error that has been corrected now, a new version of the Annex 7 being published today 11/07/2019. Annex 7 - Insurance policy specification v2 11.07.2019 With the addition to article 6 quoted above, 360 days of total/partial incapacity necessary to claim invalidity have to be accumulated within three years of the onset of the illness. Taking this into account, the hypothetical scenario outlined by you cannot result in permanent invalidity. As highlighted in point 1.8 of the tender specifications, the obligations of the Insurer towards the Insured may go beyond the duration of the contract in case of compensation payments for insurance cases relating to the period of the contract. Therefore, a scenario where the successful tenderer for the 2020-2024 contract is paying the</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				to cover for this interpreter's invalidity?	contract is paying the incapacity/invalidity benefits beyond the year 2024 (for cases relating to the accident/illness that started while the contract was in force) is likely to happen.

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#	Submission date	Publication date	Question subject	Question	Answer
4	04/07/2019 11:35	11/07/2019 16:19	Definition of illness	<p>Reference is made to the following extract of the Insurance Policy Specification: " 4. Subject to provisions defined in the chapter "Exclusions and limitations", an "illness" means any illness, disease or syndrome which manifests itself as a sudden and unexpected deterioration of health directly and definitely caused by or occurring in the course of the contract of employment." Is our interpretation of this stipulation that any illness, regardless of whether it has a short or long incubation period and regardless of whether the interpreter was covered or not during this incubation period, which manifests itself as a sudden and unexpected deterioration of health occurring on a contract day is to be covered by the contract? Example: interpreter has 5 contract days in May 2020, 5 in September 2020 and 5 in November 2020. Interpreter is diagnosed with cancer on one of the contracting days in November 2020. Is it correct that the Insurers have to cover any potential incapacity/invalidity/death following this interpreter's medical situation?</p>	<p><b>11/07/2019</b> Subject to provisions defined in the chapter "Exclusions and limitations", an illness, regardless of its incubation period, should be covered under the contract if it presents itself as "sudden and unexpected deterioration of health directly and definitely caused by the contract of employment". Equally, subject to provisions defined in the chapter "Exclusions and limitations" if there is a "sudden and unexpected deterioration of health directly and definitely (..) occurring in the course of the contract of employment", the illness should be also covered by this contract.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				situation?	

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#	Submission date	Publication date	Question subject	Question	Answer
5	04/07/2019 11:36	11/07/2019 16:21	'days spent travelling'	<p>Reference is made to the following extract of the Insurance Policy Specification: "14. The ACI shall be insured from 00:00 hours to 24:00 hours on the days: (a) on which he has a contract to supply services to the European Institutions; (b) for which he receives a flat-rate travel allowance (Article 7 of the Agreement) or a flat-rate compensatory allowance (Article 7a of the Agreement); (c) for which he receives remuneration for days not worked (Article 11 of the Agreement); (d) spent travelling to and from the place of his assignment; (e) on which, for reasons of service, he is obliged, on days other than those referred to under points (a), (b), (c) and (d) above, to remain away from his domicile because of the requirements of his contract." How does the Commission keep track of 'days spent travelling to and from the place of assignment'? Are the interpreters contributing to the Insurance on these days? Why would interpreters receive a travel allowance for some travel</p>	<p><b>11/07/2019</b></p> <p>For some destinations the ACI have to travel more than 1 day before/after the start/end day of their contract. For example, an ACI travelling from far away would have to leave his professional domicile on Monday evening to be on time to start on Wednesday morning. As only one flat-rate travel allowance is paid per leg of journey, the ACI in question would receive just one travel allowance for his onward journey. The analogue situation could happen for the return to the ACI's professional domicile. No insurance premium is deducted for ACI travel days not covered by the flat-rate travel allowance. The situations referred to above, i.e. ACI travel without a corresponding flat-rate travel allowance (insurance premium contribution) are very rare. Out of 202 unique claims introduced (174 accepted) for 2018, there were no travel days without the corresponding flat-rate travel allowance. As the European Commission keeps records of ACI travel expenses, it knows the days effectively spent by ACI travelling.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				travel days and not for the days referred to in (d) mentioned above?	
6	04/07/2019 11:36	11/07/2019 16:23	Scale of permanent invalidity rates	Reference is made to 'Annex 8. Scale of permanent invalidity rates' Is it correct that if an interpreter loses one big toe he/she is considered not to be prevented from 'engaging in any occupation, business, profession or employment for which the Insured is qualified by education, training or experience' and therefore not entitled to the invalidity benefit?	<b>11/07/2019</b> It is up to a medical practitioner to determine if a specific medical condition prevents an ACI from "engaging in any occupation, business, profession or employment for which the Insured is qualified by education, training or experience".



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#	Submission date	Publication date	Question subject	Question	Answer
7	04/07/2019 11:36	11/07/2019 16:28	Pregnancy	Reference is made to the following extract of the Insurance Policy Specification: "18. Except in cases triggered by accidents or illness covered by this policy, the responsibility of the Insurer in cases related to pre-existing medical conditions or the complications thereof is limited only to reimbursement of transportation costs to the nearest hospital and the first aid." Does this mean that if a pregnant interpreter suffers from complications of her pregnancy on a covered day and needs to be hospitalised, the transportation will be reimbursed, but nor the incapacity days, neither the hospitalisation are covered. Or should complications of pregnancy be considered 'a sudden and unexpected deterioration of health' and therefore have to be covered?	<b>11/07/2019</b> Pregnancy would be indeed considered a pre-existing medical condition and fall under article 18 of the insurance policy specification. Save for the cases where complications to the pregnancy are directly "triggered by accidents or illness covered by this policy", the insurance coverage is indeed limited to the reimbursement of transportation costs to the nearest hospital and the first aid. Neither compensation for incapacity, nor hospitalisation costs can be claimed by the Insured.

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#	Submission date	Publication date	Question subject	Question	Answer
8	04/07/2019 11:36	11/07/2019 16:35	Claim form	<p>Reference is made to the following extracts of the Insurance Policy Specification: "26. The Insured shall send the medical certificate concerning the incapacity to work to the Insurer within 5 calendar days from the date of the occurrence of the accident or manifestation of the illness. "29. Claims relating to temporary total/partial incapacity arising from accidents or illnesses (article 13 (d) to (f) and (j) to (l) of the schedule) should be handled by the Insurer within one month of receipt of the claim. At this time at the latest, the Insured should be notified by Insurer about its decision. Payments are to be made within 14 calendar days of the notification date." Reference is made to 'receipt of the claim'. Whereas for the medical certificate the contract specifies it must be sent within 5 calendar days, the contract does not specify the submission deadline for the claim form. Would it be possible to still add such deadline to the policy text?</p>	<p><b>11/07/2019</b> There is no need to add such a deadline to the text of the insurance policy, as article 28 already stipulates the time limits for the submission of claims to the Insurer.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
9	04/07/2019 11:51	11/07/2019 16:36	Effects of termination	Reference is made to the following paragraph under article II.18.4 of the Draft Service Contract. "The contractor must take all appropriate measures to minimize costs, prevent damage and cancel or reduce its commitments." May we kindly ask you whether you would agree to rephrase this paragraph as follows: "On receipt of the notification of termination the contractor must take all appropriate measures to minimize costs, prevent damage and cancel or reduce its commitments.	<b>11/07/2019</b> The Draft Service Contract is a template that is used by all Commission services. The text under II.18.4 is a standard text and cannot be modified.

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#	Submission date	Publication date	Question subject	Question	Answer
10	04/07/2019 11:35	16/07/2019 16:24	'beyond hope of improvement' & 'review of invalidity'	Reference is made to the following extract of the Insurance Policy Specification: "6. Permanent invalidity" means total/partial incapacity, which has lasted not less than 360 days in total duration and at the expiry of that period is certified by a medical practitioner as being beyond hope of improvement. The Insurer may request an independent medical examination to determine the right to permanent invalidity and to review it at a later point." This extract is compared to the following extract of the current Insurance Policy Specification, and more specifically to the stipulation on the 'three years': "6. "Permanent invalidity" means incapacity which has lasted not less than twelve consecutive calendar months and at the expiry of that period is beyond hope of improvement. No compensation shall be payable in case of the permanent invalidity unless the claim under that item is lodged within three years of the onset of the illness. An independent medical examination may be requested by the insurer." What does the	<b>16/07/2019</b> As explained in the reply to the question no. 3 Question3, article 6 of the new insurance policy specification (in annex 7) should have mentioned that "No compensation shall be payable in case of the permanent invalidity unless the claim under that item is lodged within three years of the onset of the illness." The omission of this sentence was a clerical error that has been corrected in the updated version of 11 July. With the addition to article 6 quoted above, permanent invalidity can be claimed within three years of the onset of the illness. The pre-requisite for permanent invalidity – total/partial incapacity certified as "being beyond hope of improvement" – can be determined at the expiry of 360 days period or later but within the 3 years limit to claim the invalidity. Typically, a medical report would be drafted when the ACI's medical situation has stabilised or is expected to change only very slowly and in very limited way in the future. The second part of the sentence in article 6 of the insurance policy specification referring to the review possibility describes situations where, otherwise than expected, the previously determined degree of invalidity or the situation of invalidity itself change in such a way,

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#	Submission date	Publication date	Question subject	Question	Answer
				<p>does the new Insurance Policy Specifications prescribe when on day 360 the interpreter's medical situation can still evolve in either direction: the interpreter could get cured or the interpreter could pass away as a consequence of the illness? Does the 'review' stipulation mean that if an 'independent medical examination' demonstrates that the interpreter's invalidity has decreased or that the interpreter is no longer invalid, the interpreter is no longer entitled to the invalidity pension? What would in such a case happen to the lump sum that the interpreter has received, based on the initial invalidity degree? What happens in the opposite situation, which is when the interpreters' medical situation deteriorates (for example in case of a degenerative disease)?</p>	<p>invalidity itself change in such a way, that it becomes plausible that a different degree of invalidity applies or the ACI is no longer invalid. In such cases, the invalidity pension (annuity) would be adapted accordingly, but the insurance policy specification does not foresee any adjustment of the lump sum payment made."</p>

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#	Submission date	Publication date	Question subject	Question	Answer
11	09/07/2019 10:41	16/07/2019 16:46	Provision of sickness and accident insurance services for Conference Interpreting Agents	Is the insurer expected to cover events/costs that occurred before the start date of the contract?	<b>16/07/2019</b> The responsibility of the Insurer is to cover claims relating to insurance events taking place between 1 January 2020 and 31 December 2024, which is the maximum duration of the contract in question. Insurance claims relating to the period prior to 1 January 2020 will be processed by the current contractor. On the other hand, as highlighted in point 1.8 of the tender specifications, the obligations of the Insurer towards the Insured may go well beyond the duration of the contract in case of compensation payments for insurance cases relating to the period of the contract. Therefore, a scenario where the successful tenderer for the 2020-2024 contract is paying the incapacity/invalidity benefits beyond the year 2024 (for cases relating to the accident/illness that started while the contract was in force) is likely to happen.

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#	Submission date	Publication date	Question subject	Question	Answer
12	09/07/2019 10:41	16/07/2019 16:50	Provision of sickness and accident insurance services for Conference Interpreting Agents	Will the insured member contact the Insurer directly? Or will they be required to route notification of claim via the European Commission?	<b>16/07/2019</b> The Insured (ACI) will communicate with the Insurer directly. As explained in the insurance policy specification under chapter "Claim processing and deadlines" (see annex 7), the Insured will have at their disposal customer service representatives of the Insurer and will send both the medical certificates concerning the incapacity to work, as well as the claims, directly to the Insurer.
13	09/07/2019 10:41	16/07/2019 16:51	Provision of sickness and accident insurance services for Conference Interpreting Agents	Is the administrator/Insurer required to communicate with the individual claimant or via the institution ?	<b>16/07/2019</b> The Insurer will communicate with the Insured directly without any intervention from the contracting authority.

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#	Submission date	Publication date	Question subject	Question	Answer
14	09/07/2019 10:41	16/07/2019 16:54	Provision of sickness and accident insurance services for Conference Interpreting Agents	Annex 7 • Paragraph 14: is the Insurer to establish eligibility ?	<b>16/07/2019</b> The eligibility will be determined by the Insurer based on the information provided by the European Commission on weekly basis, in accordance with article 26 of the insurance policy specification (see annex 7): “(..) The Insurer shall send once a week, on a fixed day, a list of all certificates of incapacity under the compulsory insurance provided for in article 14 to the European Commission, which shall attest to the facts of which it has knowledge related to the following days: • contract days which are/would have been remunerated by the European Institutions, • days where a flat rate allowance (Article 7 and 7 bis of the Agreement) is/would have been due, • days on which remuneration for days not worked as per Article 11 of the Agreement is paid, • days spent travelling to and from the place of the assignment, • and any other days on which the insured is obliged to remain away from his domicile because of the requirements of his contract.”



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#	Submission date	Publication date	Question subject	Question	Answer
15	09/07/2019 10:41	16/07/2019 16:56	Provision of sickness and accident insurance services for Conference Interpreting Agents	Annex 8 • Scale of permanent invalidity rates: Can we suggest a table which would be more comprehensive ?	<b>16/07/2019</b> The application of the scale of permanent invalidity rates presented in Annex 8 is mandatory. As noted in Annex 8, compensation shall also be paid in respect of less serious invalidity, which is not included in the above scale according to its seriousness compared with the forms of invalidity that are included and taking account of the Insured's occupation. Situations not described in the scale are to be assessed by comparison and analogy with described and quantified sequelae.

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#	Submission date	Publication date	Question subject	Question	Answer
16	11/07/2019 14:30	16/07/2019 17:03	Pricing	<ul style="list-style-type: none"> <li>• Could we have the anonymised census provided with the country of origin and country of expatriation added?</li> </ul>	<p><b>16/07/2019</b></p> <p>The insurance coverage for the contract in question shall be valid worldwide. While the vast majority of ACI contracts is performed in Brussels, Strasbourg and Luxembourg, the ACI are also sent on missions to other countries worldwide. Before their first contract, ACI has to declare to the recruiting Institution a Professional Domicile (DP). Although the professional domicile chosen is often their actual place of residence, it does not have to match it necessarily. Many ACI would for example chose their Professional Domicile in Brussels, as it increases their chances to get a contract (travel expenses are reimbursed between the Professional Domicile and the place of the assignment making it cheaper to the Institution to recruit a local ACI). The European Commission keeps record of the ACI Professional Domicile, but not the country of their origin or expatriation. The table 6 in Annex 9 contains the list of countries and the corresponding number of ACI with professional domiciles in those countries.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
17	11/07/2019 14:30	16/07/2019 17:05	Pricing	<ul style="list-style-type: none"> <li>• In the stats worksheet, table 3 is the number of remunerated days per insurance year. If my understanding is correct, in order to arrive at the total value of remuneration items (table 7 in stats) you would have to multiply the total days in table 3 with the daily rate per category (603.8€ for experienced vs 434.73€ for beginner). By doing that for 2018 I get to a total value of the remuneration items of 77m vs 72m indicated in table 7. How can this be explained? Is this because the 603.8€ or 434.73€ per day is an average or is there any misinterpretation of the total value of the remuneration items?</li> </ul>	<p><b>16/07/2019</b></p> <p>In order to arrive at the values presented in table 7 of annex 9 (total value of remunerated items for premium calculation) one has to multiply the number of each remuneration item presented in table 3 (daily remuneration, flat-rate allowance and non-working days), separately for each category, by the gross amount value of each remuneration item in respective period. While the numbers of remunerated items presented in table 3 are at the right level of granularity, historical values of remunerated items during the period of 2015-2018 are not included in the tender documentation. The figures you quote, €603.80 / €434.73, are the gross amount daily remunerations valid since 1 July 2018 for experienced / beginner ACI. Prior to that date different rates applied. Flat-rate allowance/non-working day remuneration are respectively 50%/66% of the gross daily remuneration. The ACI remuneration rates are adjusted every year in December, with retroactive effect from the 1 July, in line with the indexation of the staff remuneration.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
18	11/07/2019 14:30	16/07/2019 17:19	Pricing	<ul style="list-style-type: none"> <li>It is mentioned that “the European commission does not offer contracts for ACI aged 67 more. Does this mean that members over 67 shall be excluded from our policy as well? Please confirm.</li> </ul>	<p><b>16/07/2019</b></p> <p>You refer to the following paragraph under point 1.2 in Annex 9: “Since 1 January 2014, ACI aged 67 or more are exclusively recruited by the European Parliament and the Court of Justice. The European Commission does not offer contracts for ACI aged 67 or more.” The population to insure consists of ACI recruited by the European Institutions. As explained in the tender specifications under point 1.4.1 “Background and objectives”, the sickness and accident insurance in question is to cover the ACI recruited by “the Directorate-General for Interpretation (DG SCIC) of the European Commission, the Directorate-General for Logistics and Interpretation for Conferences (DG LINC) of the European Parliament and the Interpretation Service of the Court of Justice”. The successful tenderer shall take over the insurance coverage for every ACI on the joint list, regardless of the recruiting Institution, regardless of the Insured’s age.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
19	11/07/2019 14:30	16/07/2019 17:44	Pricing	<ul style="list-style-type: none"> <li>• The policy foresees both an annuity and a lump sum. Is it possible to provide one or the other or would this mean we would not qualify?</li> </ul>	<p><b>16/07/2019</b></p> <p>The schedule of compensation presented in article 13 of the insurance policy specification (see annex 7) foresees indeed, in case of permanent total/partial invalidity (item (b), (c), (h) and (i) of the schedule), a one-off lump sum payment complemented by an annuity, paid until the retirement age (defined in article 11). By submitting a tender, tenderers commit to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tenders. The insurance cover offered by the contractor shall extend to not less than the compensation set out in the schedule of compensation described in the insurance policy (Annex 7) subject to the terms, definitions and exclusions laid down therein. By submitting the tender, the tenderer undertakes to respect all the conditions of the above-mentioned insurance policy. Consequently, tenders that are not compliant with the insurance policy specification will be rejected.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
20	11/07/2019 16:04	16/07/2019 17:47	Panel of doctors	Is there a panel of doctors currently in use for the contract? If so, can the list be share with us?	<b>16/07/2019</b> Should you refer to the Medical Committee foreseen under the "Disputes" chapter of the insurance policy specification (in annex 7), please see the provisions of article 37 to understand how doctors are appointed.
21	15/07/2019 16:16	22/07/2019 15:35	Reimbursement of medical expenses	Reference is made to the following extract of the Insurance Policy Specification: "Reimbursement of medical expenses (m) Reimbursement up to a maximum of €50,000 in respect of a single accident, illness or relapse, of medical, surgical and pharmaceutical expenditure incurred by an Insured." Does the maximum of €50,000 apply to the sum of the illness and its potential relapses or does it apply to each illness and each potential relapse separately? If an Interpreter has one illness followed by one relapse, is he/she entitled to once or twice the €50,000?	<b>22/07/2019</b> Medical expenses are to be reimbursed up to a threshold of €50,000 in respect of a single illness/accident and its relapse(s). Consequently, €50,000 should cover the medical expenses for the illness and its relapse(s).

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#	Submission date	Publication date	Question subject	Question	Answer
22	15/07/2019 16:17	22/07/2019 15:52	Question about the contract	Annex II: New contract enter into force as of 01/01/2020 for initial period of 24 months – renewal 3 times automatically (12 months each time) Premium: art. I.4.2 price revision Premium not subject to modification during the first 2 years then once a year - notice with 1 month after beginning of this year at the latest (with effect from 01/04) Q: The premium process as detailed in Annex II applies to the contract or shall it be stated in the contract?	<b>22/07/2019</b> The total premium to be paid by the contracting authority to the successful tenderer is defined as a fixed percentage (offered by the successful tenderer) of the total value of the remuneration items referred to in article I.4.1 of the draft contract. As you correctly notice, this total premium will be fixed and not subject to revision during the first two years of the contract. From the third year of the contract onwards, the insurance premium may be revised, subject to limitations set out in article I.4.2, according to the price revision formula that will be agreed between the contracting authority and the contractor. The agreement on price revision formula will take into account the calculation method proposed by the contractor in his tender (see point 3.4.1 of the tender specifications for details).

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#	Submission date	Publication date	Question subject	Question	Answer
23	15/07/2019 16:18	22/07/2019 16:05	Question about the contract	<p>Annex 7 (version n°2 received on 11/07/2019), Optional cover (article 33 of the contract – annex 7) Annex I – pt 1.4.1 p. 3 - ACI work for the Institutions as natural persons and are assimilated to contract agents for days on which they are recruited. In this view it is our understanding that interpreters benefit from International Public Agents status when on missions for EC as per the contract (annex 7). Thus, it is also our understanding that when Interpreters cease their mission for the EC, they cease to be considered as International Public Agents and are offered to opt for the optional cover. Q: If so, could you please confirm that the premium paid by the insured persons who subscribe the optional cover would be exempted of IPT (insurance premium tax)? Therefore, this optional cover may rely to local insured persons (Belgian people leaving and working in Belgium). Q: shall the premium related to those local insured persons be subject to Tax on insurance contracts and shall take in account local compulsory regulation?</p>	<p><b>22/07/2019</b>            “International Public Agents” status exists neither under the “Staff Regulations of officials” nor the “Conditions of Employment of other servants of the European Union”. As stated in point 1.4.1 of the tender specifications, ACI are assimilated to contract agents for days on which they are recruited, based on article 90 of the “Conditions of employment of other servants of the European Communities”. Consequently, outside the days defined in article 14 of the insurance policy specification, ACI are not to be considered as assimilated to contract agents. In line with article 33 of the insurance policy specification, the Insurer is obliged to provide any ACI who wishes so with an optional cover on an annual basis for days where he/she does not fall under the criteria of article 14. The modalities of such an optional coverage are to be agreed between the Insurer and the interested ACI.</p>



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#	Submission date	Publication date	Question subject	Question	Answer
24	15/07/2019 16:19	22/07/2019 16:19	Question about the contract	<p>annex 7 of the tender – second version received on 11/07/2019</p> <p>Definitions: Art. 3: Accident: The definition of accident includes the psychological harms as well as physical and not only “bodily injury” as</p> <p>for example in our contracts. Art.5: The recognition of invalidity/incapacity takes into account the insured member’s qualification, training or experience which are not medical notions. Loss of voice/hearing shall e specifically regarded. Art. 6 : permanent</p> <p>total/partial invalidity: 3 conditions to meet: o Total/partial incapacity which lasted not less than 360 days o Recognized by a medical practitioner beyond hope of improvement o The claim must be lodged</p> <p>within 3 years as of onset of the illness Q: who designates the medical practitioner? The insured member, the insurer? Q: in case of permanent total/partial invalidity resulting from an accident: does condition 3 apply as well (i.e., permanent invalidity to be lodged within 3 years as</p> <p>of the date of occurrence of the accident) ? Q: shall we state in the</p>	<p><b>22/07/2019</b></p> <p>When requesting permanent invalidity it is the ACI’s responsibility to present a medical report describing his/her medical situation as beyond hope of improvement. At the same time, the Insurer may request an independent medical examination to determine the right to permanent invalidity. The claim for permanent invalidity, resulting from an accident or illness, has to be introduced within three years of the onset of the illness / accident.</p>

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#	Submission date	Publication date	Question subject	Question	Answer
				accident) ? Q: shall we state in the contract the minimum percentage for the invalidity to be deemed to be total?	
25	15/07/2019 16:20	22/07/2019 16:39	annex 7 of the tender – second version received on 11/07/2019	Art. 9: Annual remuneration (death and permanent total/partial invalidity) does not provide any definition/process for revaluation of annual remuneration. Q: can we understand that there shall be no revaluation of annual remuneration?	<b>22/07/2019</b> The amount of annual remuneration, defined in article 9 of the insurance policy specification, is determined by the Insured's yearly average number of insured days and the current rate of ACI daily remuneration. While the average number of insured days will be known and fixed from the moment the claim is made, the ACI daily remuneration rate will change in time as it is subject to the retroactive adjustments as explained in article 8. Consequently, the amount of the annuity paid in case of permanent total/partial invalidity will evolve in time in line with the adjustment of remuneration of officials and other servants of the European Union.

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
26	15/07/2019 16:21	22/07/2019 16:42	annex 7 of the tender – second version received on 11/07/2019	<p>Art.10: Pension contributions  “Pension contributions” mean the contributions to the Insured’s old age and life-provident scheme transferred by the Insurer in the event of permanent total or partial invalidity. They comprise two elements: -- the first, borne by the Insurer, corresponds to 16.5% of the compensation due; -- the second, deducted from the compensation paid, corresponds to 8.25% thereof.</p> <p>Point  1: kindly clarify that the insurer has to pay itself the contribution of 16.5% to the pension scheme, without deducting this contribution from the insured invalidity benefits? Point  2: we understand that a 8.25% contribution shall be deducted from the invalidity benefit to be paid to the pension scheme. Please confirm.</p>	<p><b>22/07/2019</b>  Your conclusions are correct. 16.5% of the annuity due in case of permanent total/partial invalidity transferred to the Insured’s pension provider represent an extra cost for the Insurer on top of the annuity due. On the other hand, 8.25% of the annuity due likewise transferred to the Insured’s pension provider is deducted from the compensation paid to the Insured.</p>

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
27	15/07/2019 16:21	22/07/2019 16:45	annex 7 of the tender – second version received on 11/07/2019	Art.13 - schedule of compensation Points (e) and k)) relating to temporary partial incapacity: Can we indicate clearly in the contract the maximum duration of payment of this benefit (21 days and 49 weeks) such as points d) and j) relating to the temporary total incapacity?	<b>22/07/2019</b> As items (e) and (k) of the schedule (temporary partial incapacity following an accident/illness) have been defined in relation to provisions governing temporary total incapacity following an accident/illness (items (d) and (j) of the schedule), the maximum duration of compensation for temporary partial incapacity is clearly defined. There is no need to repeat these provisions in the draft service contract.

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
28	15/07/2019 16:22	22/07/2019 16:49	Medical expenses	<p>Art. 21//art. 22: Q: Can you please confirm whether our interpretation of the benefits is right or make clarifications: In case of death following permanent total invalidity (due to illness or accident): no death/life benefit payable as the permanent total invalidity benefit is the maximum liability of the insurer</p> <p>Q: In case of death following permanent partial invalidity: will we have to deduct permanent total invalidity benefit from death benefit and if the amount already paid due to permanent total invalidity is higher than death benefit, no death/life benefit shall be paid? Art. 22 : We note that in case of recognition of permanent invalidity (accident / illness), the payments made pursuant to points d) e) j) and k) of the schedule of benefits (temporary incapacity benefits) are deducted as permanent invalidity is deemed to have start as from the first day of temporary incapacity Art. 26: The Insured shall send the medical certificate concerning the incapacity to work to the Insurer within 5 calendar days from the date of the occurrence of the accident or manifestation of the illness. Q: Could you please clarify what are the consequences for an insured member</p>	<p><b>22/07/2019</b></p> <p>The amount payable in the event of death or permanent total invalidity represents indeed the maximum liability of the Insurer to the Insured in respect of a single accident or illness, except for the reimbursement of medical expenses. Therefore, in case of death following a recognised permanent total invalidity no death benefits are due. In case of death following permanent partial invalidity, death benefits shall be reduced by the amount already compensated for invalidity. If compensation paid for permanent partial invalidity is already higher than death benefits, no death benefits are due. The Insured are bound by the delay of 5 calendar days to submit a medical certificate concerning their incapacity to work. If this delay is not respected, the claim is imperfect.</p>

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### Call for tenders questions summary

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#	Submission date	Publication date	Question subject	Question	Answer
				member who would send the documents regarding his/he incapacity beyond the 5 day period but within 18 month period to submit the claim? Will the incapacity benefit be due in this case ?	

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
29	15/07/2019 16:23	22/07/2019 16:51	Price revision	<p>Reference is made to the following two extracts from the Draft Service Contract: First extract: "I.4.2. Price revision The total premium referred to in Article I.4.1 shall be fixed and not subject to revision during the first two years of the contract. In the third and every following year of the contract, the insurance premium may be revised once a year, if such revision is requested in writing by one of the contracting parties no later than a month after the beginning of this insurance year." Second extract: "II.20. PRICE REVISION If a price revision index is provided in Article I.4.2, this Article applies to it. Prices are fixed and not subject to revision during the first year of the contract. At the beginning of the second and every following year of the contract, each price may be revised upwards or downwards at the request of one of the parties." Reference is also made to the following extract from the Tender Specifications, section 1.4.3: "The premium percentage may be subject to the annual revision from the third year of the contract according to the price revision</p>	<p><b>22/07/2019</b> Your conclusion is correct. Should there be any conflict between different provisions of the draft service contract, the order of priority of provisions is explained in article I.1 of the contract.</p>

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
				<p>according to the price revision formula</p> <p>agreed with the successful tenderer, as defined in article I.4.2 of the draft contract." May we kindly ask you to confirm that the premium percentage may be subject to the annual revision from the third year of the contract, and not from the second year of the contract?</p>	
30	15/07/2019 16:23	22/07/2019 16:54	Disputes	<p>Disputes: Q: in the contract, only the process relating to disputes between the insurer and the insured regarding medical questions is stated (articles 36 to 40) the shall we state a process in case of dispute regarding the contract interpretation between policyholder and insurer (arbitration process for example)? Q: shall we state a process in case of dispute the insurer and the insured regarding non medical questions (contract interpretation etc.) such as Medication for example?</p>	<p><b>22/07/2019</b></p> <p>The dispute mechanism defined in the insurance policy specification is indeed limited to questions of a medical nature.</p>



## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
31	17/07/2019 12:55	22/07/2019 17:02	Role of retirement age	We note that the invalidity annuity is no longer payable when an Insured reaches retirement. Is it correct that for the payment of the invalidity capital, incapacity benefit and death capital, retirement age is not a determining factor? Is it, in other words, possible that these benefits would be payable even if the Insured has already reached retirement age?	<b>22/07/2019</b> In case of death as a consequence of an accident/illness (item (a) and (g) of the schedule), the one-off lump sum payment is due irrespectively of the insured's age. In case of permanent total/partial invalidity following an accident/illness (item (b),(c),(h) and (i) of the schedule), again, the one-off lump sum payment is due irrespectively of the insured's age. The annuity, on the other hand, would be paid only until the retirement age; would not be due at all if the insured, at the time of the invalidity, is already aged over 67.

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
32	17/07/2019 15:01	22/07/2019 17:10	Death capital	<p>Reference is made to the following extract from your answer to question 3: "As highlighted in point 1.8 of the tender specifications, the obligations of the Insurer towards the Insured may go beyond the duration of the contract in case of compensation payments for insurance cases relating to the period of the contract. Therefore, a scenario where the successful tenderer for the 2020-2024 contract is paying the incapacity/invalidity benefits beyond the year 2024 (for cases relating to the accident/illness that started while the contract was in force) is likely to happen." May we kindly ask you to confirm the Insurer's obligation should an Insured pass away following the consequences of a covered illness/accident after termination of the contract? Would the successful tenderer for the 2020-2024 contract have to pay death capitals for a decease later than 2024? If so, would the successful tenderer only have to pay for Insured who pass away while they are receiving incapacity/invalidity benefits? Does the 3 year rule to which reference is made in your answer to</p>	<p><b>22/07/2019</b></p> <p>The Insured's death resulting from an illness/accident covered by the Insurer of 2020-2024 contract will be compensated by the same Insurer. The three years' rule introduced in article 6 of the insurance policy specification concerns the time limit to claim the permanent invalidity. Please note that according to article 21 of the insurance policy specification "the amount payable in the event of death or permanent total invalidity (items (a), (b), (g) and (h) of the schedule) represents the maximum liability of the Insurer to the Insured in respect of a single accident or illness, except for the reimbursement of medical expenses (item (m) of the schedule)." Consequently, in case of death following a recognised permanent total invalidity no death benefits are due. In case of death following permanent partial invalidity, death benefits shall be reduced by the amount already compensated for invalidity. If compensation paid for permanent partial invalidity is already higher than death benefits, no death benefits are due.</p>

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### Call for tenders questions summary

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#	Submission date	Publication date	Question subject	Question	Answer
				reference is made in your answer to question 3 also apply to death? May we kindly ask you to answer to the question 'would the successful tenderer only have to pay for Insured who pass away while they are receiving incapacity/invalidity benefits' for two scenario's: Insured passes away before termination of contract versus Insured passes away after termination of contract.	

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
33	19/07/2019 10:06	22/07/2019 17:20	Table 7 of annex 9	Reference is made to Table 7 of Annex 9. This table shows that the total amount paid for incapacity days for insurance years 2015 to 2018 amounts to € 3,736,086.00. May we kindly ask you to confirm whether the payments made in 2019 for insurance years 2015 to 2018 are included in table 7 of Annex 9? Could you, alternatively, please let us know to which payment period the data in table 7 of Annex 9 pertain?	<b>22/07/2019</b> Table 7 in annex 9 called "Claim statistics under the current insurance policy (TWI)" should have been numbered as table 8. In addition, the asterisk under the table with the following text "Long period means more than 10 days of incapacity paid with a maximum of 52 weeks" is irrelevant in this context and has been deleted in new version of Annex 9 published on 22.07.2019. The table referred to above presents claim statistics for temporary incapacity claims made under the current sickness and accident insurance policy that entered into force on 1 January 2015. The figures presented were provided by the current contractor and reflect the situation as of 15 January 2019. Taking into account that a request for compensation can be made within a deadline of 18 months, the figures presented for 2017 and 2018 may not be final.

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
34	25/07/2019 19:32	30/07/2019 17:17	Statistical Data - Schedule 9	How are the claims expressed in Schedule 9 - Statistical data (by accounting or occurrence year)?	<b>30/07/2019</b> The claim statistics presented in tables 8, 9 and 10 of Annex 9 refer to the occurrence year. Please note that as a request for compensation can be introduced within a deadline of 18 months (tables 8 and 10), the figures presented may not be final.
35	25/07/2019 19:33	30/07/2019 17:18	Statistical Data - Schedule 9	Do claims include provisions for claims already reported and paid?	<b>30/07/2019</b> The claim statistics presented in tables 8, 9 and 10 of Annex 9 are the amounts reported and already paid to the insured. They do not include any provisions or estimate for possible future salary adjustments. Provisions are only known for total invalidity (531.580 €).

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
36	25/07/2019 19:34	30/07/2019 17:20	Statistical Data - Schedule 9	For Permanent Disability, we only have the total claims due (€531,580): ◦Does this amount include benefits already paid between 2015 and 2019 and their provisions? ◦The amount of €531,580 represents how many cases of Permanent disability?	<b>30/07/2019</b> The claim statistics presented in table 9 of Annex 9 refer to claims regarding permanent total invalidity. Permanent total invalidity means invalidity which entirely prevents the Insured from engaging in any occupation, business, profession or employment for which the Insured is qualified by education, training or experience. Table 9 indicates the number of claims reported and the amounts already paid per occurrence year. The amount due as annuity until the retirement age of the insured currently in invalidity equals to €531.580. These are provisions and do not include amounts already paid or possible future salary adjustments. The amount of €531.580 is calculated based on the total invalidity claims (4) under the current sickness and accident insurance policy.
37	25/07/2019 19:35	30/07/2019 17:20	Statistical Data - Schedule 9	Are these only paid claims? if so, for which occurrence year?	<b>30/07/2019</b> The claim statistics presented in table 8, 9 and 10 are the amounts paid reported by occurrence year.

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
38	25/07/2019 19:35	30/07/2019 17:21	Statistical Data - Schedule 9	Could we have the 2019 claims, at least for the first semester?	<p><b>30/07/2019</b> Statistics about the temporary incapacity claims for the first semester of 2019 have been requested and will be published as soon as available.</p> <p><b>30/07/2019</b> An extra table 8b – Jan-Jun 2019 claim statistics under the current insurance policy (TWI) has been added in a new version of Annex 9, which is now available for download. It refers to temporary incapacity claims for accidents or illnesses occurring in 2019 and reflects the situation as of 30 June 2019. Taking into account that a request for compensation can be made within a deadline of 18 months, the figures presented may not be final.</p>
39	25/07/2019 19:37	30/07/2019 17:27	Contract & Claims Management	What is the cut off rule ? Is the new provider suppose to take the claims starting from the inception date (set up of the contract) ? Or is it to take ongoing cases also as there might have ongoing expenses.	<p><b>30/07/2019</b> Please refer to the answer to Question 11. Question 11</p>

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
40	26/07/2019 15:26	30/07/2019 17:50	Provision of documents / Declaration on Honour	<p>Within the Declaration on honour, we have noticed that if we have submitted our response for the purpose of another award with the same contracting Authority, i.e. European Commission, we would be exempted of the procedure for Administrative documents such as : •Power of Attorney( updated for 2019), •Commitment Letter, •Evidence of non exclusion, •evidence of legal existence and status, •existence of legal and regulatory capacity, •Evidence of economic and financial capacity F1, •Evidence of economic and financial capacity F2, •Evidence of technical and professional capacity T1, •Evidence of technical and professional capacity T2. The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority[1], provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year. In this case, the signatory</p>	<p><b>30/07/2019</b> As stipulated in the Tender Specifications under point 3.1. Exclusion criteria, each tenderer needs to submit with its tender a Declaration on Honour in the model available in Annex 2, unless the same declaration has already been submitted for the purposes of another award procedure of the European Commission, the situation has not changed, and the time elapsed since the issuing date of the declaration does not exceed one year. Likewise, the supporting documents to provide the supporting evidence will be waived if the same documents have been issued no more than one year before the date of their request by the Contracting authority and are still valid at that time (see also footnote 7 of the tendering specifications). Providing documents for a previous award submission does not exempt tenderers to fulfil obligations as described in the tendering specifications for selection criteria specifics to the call for tenders.</p>



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### Call for tenders questions summary

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#	Submission date	Publication date	Question subject	Question	Answer
				<p>year. In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation Could you please confirm that we can just enclose our documents from last European Commission Tender on October 2018 ? Could you please also confirm that we do not have to provide the above items once again ? Contracting Authority was : Eurpean Commission, DG Education, Youth, Sport and culture and reference : EAC/25/2018.</p>	

## Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
41	26/07/2019 18:45	30/07/2019 18:04	Premium Proposition / Clarification	<p>As per the new insurance policy, we understand that incapacity and invalidity claims will be eligible for compensation based on degrees of invalidity ranging from 0,5% to 33,3% which are currently not covered.</p> <p>Given the Financial impact that such a change will trigger with a sharp increase in the number of open cases, would the contracting authority expect both premium rate proposals (2 options): a. One proposal with the current table Degree of invalidity Fraction of the compensation payable as an annuity in the event of permanent total invalidity Lower than 33.3% to 0%. Between 33.3% and 66.7% Equal to the degree of invalidity Higher than 66.7% to 100%. b. One proposal without the current table. Thank you for your confirmation.</p>	<p><b>30/07/2019</b></p> <p>The insurance policy (Annex 7) foresee compensation of invalidity regardless of the invalidity degree. It is up to a medical practitioner to determine if a specific medical condition prevents an ACI from "engaging in any occupation, business, profession or employment for which the Insured is qualified by education, training or experience". By submitting a tender, tenderers commit to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tenders including the pricing structure. The insurance cover offered by the contractor shall extend to not less than the compensation set out in the schedule of compensation described in the insurance policy (Annex 7) subject to the terms, definitions and exclusions laid down therein. By submitting the tender, the tenderer undertakes to respect all the conditions of the above-mentioned insurance policy. Consequently, tenders that are not compliant with the insurance policy specification will be rejected.</p>

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### Call for tenders questions summary

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#	Submission date	Publication date	Question subject	Question	Answer
42	01/08/2019 16:15	05/08/2019 11:41	Annex 7 Insurance Policy Specifications	After seeing the Annex 7, we noted a cover that starts as of 0% of invalidity. Can you please confirm that we understand properly and that you are expecting a quote on that basis ?	<b>05/08/2019</b> Please see the reply to Question41.

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