

RESTRICTED PROCEDURE No PMO3/PR/2016/027

**INSURANCE AGAINST THE RISKS OF ACCIDENT, OCCUPATIONAL DISEASE AND DEATH FROM
NATURAL CAUSES OF OFFICIALS, TEMPORARY STAFF AND CONTRACT STAFF OF THE
INSTITUTIONS, BODIES AND AGENCIES OF THE EUROPEAN UNION AND THE EUROPEAN
UNIVERSITY INSTITUTE**

TENDER SPECIFICATIONS

NOTE

This call for tenders relates to a restricted procedure, i.e. it will be conducted in two phases.

The first step, the **selection phase**, will consist of the evaluation of the requests to participate on the basis of the exclusion and selection criteria, as specified in Sections III.2 and III.3 of these Tender Specifications.

Please note that some terms of the Tender Specifications are confidential and will be available to the selected candidates only.

For the **second step**, the **award phase**, only the selected candidates will be invited to tender and will be given unrestricted access to the Tender Specifications. This phase involves the award of the contract following the evaluation of tenders on the basis of the award criteria, as described in point IV.I of these Tender Specifications.

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I. PART I – TECHNICAL SPECIFICATIONS AND MINIMUM REQUIREMENTS

I.1. INTRODUCTION

The European Commission (hereinafter 'the Commission' or 'the contracting authority'), represented by the PMO ('Paymaster's Office' or 'Office for the Administration and Payment of Individual Entitlements') has been asked by the institutions, bodies and agencies of the European Union and by the European University Institute, Florence (hereinafter the 'I/B/As' or 'contracting authorities') to enter into a contract to provide permanent officials, temporary staff, contract staff and accredited parliamentary assistants with an insurance policy covering them against the risks of accident, occupational disease and death from natural causes.

With the exception of the European University Institute, Florence, this insurance policy will provide cover to the following four categories of staff, hereinafter 'the insured persons' or 'the insured person':

1. officials of the I/B/As,
2. temporary staff of the I/B/As,
3. contract staff of the I/B/As,
4. accredited parliamentary assistants.

In the case of the European University Institute, Florence, the beneficiaries (hereinafter 'the insured persons' or 'the insured person') are:

1. permanent officials, temporary staff and contract staff, in accordance with Article 73 of the Service Rules of the Institute's administrative staff (Annex 5);
2. full-time teaching staff, research fellows, academic assistants and academic collaborators, in accordance with Article 37 of the conditions of employment of the Institute's administrative staff;
3. part-time teaching staff, in accordance with Article 56 of the conditions of employment of the Institute's teaching staff.

The contracting authorities (I/B/As) associated with this procedure are listed in section 1 of the contract notice.

Any institution, body or agency that may be created and/or that becomes autonomous subsequent to the launching of this procurement procedure and awarding of this contract could also become a beneficiary of the services of this insurance policy.

The contracting authority responsible for the procedure (the PMO, which represents all the I/B/As concerned) will adopt a single award decision for all the I/B/As. A service contract will then be concluded by the PMO, which will manage this contract for the I/B/As. However, the Council of the European Union, the European Parliament and the Court of Justice of the European Union have retained responsibility for managing the cover for the risks of accident or occupational disease, and have not conferred it on the Commission.

Attention is drawn to the number of I/B/As taking part and their location.

However, the security measures put in place have positive implications for the risks of natural disaster and terrorism. They include controlled access to buildings by a specialist security guard service, and centralised monitoring of all incoming mail.

The geographical spread of the buildings occupied by the I/B/As within cities and in a number of different cities and countries also reduces the level of risk.

The location of the buildings of the Commission, the European External Action Service (EEAS), the Council, the European Parliament and the Court of Justice is given in Annex 9 by way of example.

I.2. SUBJECT OF THE CONTRACT

The aim of this procurement procedure is to enter into a contract to provide permanent officials, temporary staff, contract staff and accredited parliamentary assistants with insurance against the risks of accident, occupational disease and death from natural causes.

The insurance is intended, in accordance with Article 73 of the Staff Regulations of officials of the European Union (hereinafter ‘the Staff Regulations’) and Articles 28, 95 and 135 of the Conditions of Employment of other servants of the European Union (hereinafter ‘the CEOS’), to provide cover for the financial consequences assumed by the I/B/As following accidents and occupational diseases suffered by insured persons. The conditions of cover for these persons are laid down by the Common Rules on the insurance of officials of the European Union institutions, bodies and agencies against the risk of accident and of occupational disease (hereinafter ‘the Rules’), attached in Annex 6 to the Tender Specifications.

The insurance also covers death from natural causes.

I.3. DESCRIPTION OF THE SERVICES

1. Accidents occurring in the course of performance of professional duties, on the way to or from work or in the course of private life, and occupational diseases, give rise to the following benefits:

- ▶ in the event of accidental death or death by suicide, payment to those entitled under the insured person of a lump sum equal to **five** times the insured person's annual basic salary;
- ▶ in the event of total permanent invalidity, payment to the insured person of a lump sum equal to **eight** times their annual basic salary;
- ▶ in the event of partial permanent invalidity, payment to the insured person of a **proportion** of the compensation payable in the event of total permanent invalidity corresponding to the degree of invalidity under the scale in force;

Current scale of fees of doctors on the medical committees:

		GROUP I	GROUP II	GROUP III
		Single after-effect	Multiple after-effects	After-effects where link is contested
ACCIDENTS	Member's doctor and 3rd doctor	€750	€1000	€1500
	3rd doctor's secretarial expenses/expenses for drawing up report	€250	€250	€500
OCCUPATIONAL DISEASES	Member's doctor and 3rd doctor	€1000	€1500	€2000
	3rd doctor's secretarial expenses/expenses for drawing up report	€350	€350	€750

- ▶ under Article 9 of the Rules, the insured person is further entitled to reimbursement of the medical expenses incurred as a result of an accident or an occupational disease, in order to restore as completely as possible their bodily or mental health;
- ▶ in the event of death from natural causes of an insured person entitled to household allowance¹ under the Staff Regulations, the guaranteed lump sum is equal to **three times** their monthly basic salary at the date of death;
- ▶ if the insured person dies as a result of an accident which is excluded under Article 4 of the Rules (Annex 6), the contractor will pay the lump sum referred to in the previous paragraph.

In order to cover all persons in a difficult situation following the death, exceptions to the above restriction may be granted in the case of insured persons not entitled to the household allowance but through whom other persons are entitled to sickness insurance (for example in the case of a partnership which does not meet the cumulative conditions laid down in Article 1(2)(c) of Annex VII to the Staff Regulations).

2. *Various clarifications*

- ▶ Suicide: failed suicide attempts are covered. They are not deemed to be 'reckless acts'.
- ▶ Specific activities which form part of the insured persons' employment are covered, e.g. work as a test pilot, EASA (European Aviation Safety Agency) engineer or bodyguard. This list is not exhaustive.

¹ Within the meaning of Article 1 of Annex VII to the Staff Regulations, which is applicable to temporary staff and contract staff.

- ▶ Countries at risk/companies at risk: insured persons are covered even in a high-risk country or on a plane of a high-risk company included in a black list.
- ▶ Damage caused by terrorism is covered.
- ▶ Nervous breakdown / post-traumatic stress: a specific procedure is provided for in these cases (generic declaration, extended time-limits for individual declarations).
- ▶ Medical committees: doctors' travel expenses (including expenses of the insured person's doctor) must always be covered.
- ▶ Death: no obligation to provide a medical certificate in the event of death from natural causes. The death certificate is sufficient.
- ▶ In the event of disagreement between the I/B/A and the contractor as to the interpretation of the Rules with regard to the accidental nature of an event, in order to ensure that insured persons receive equal treatment to that given in similar previous cases, the I/B/A may rely on the classification applied to the same kind of event in the past.

3. *Reimbursable services/treatments and rates of reimbursement*

The expenses referred to are reimbursed after payment of its share by the sickness insurance scheme provided for by Article 72 of the Staff Regulations (Annex 5).

Services/treatments that are not reimbursable under Article 72 of the Staff Regulations will be covered in full by the contractor under Article 9 of the Rules (Annex 6).

Services/treatments will be reimbursed up to the date of the draft decision provided for in Article 20(1) of the Rules. However, the contractor must continue to reimburse duly justified medical expenses after payment of the lump sum due in the event of permanent invalidity for as long as warranted by the insured person's state of health.

I.4. OTHER STIPULATIONS

The I/B/As and the contractor will jointly appoint medical experts with expertise in assessing and treating bodily injury, on the basis of a list of at least **25 doctors and 5 dentists** proposed by the contractor. When drawing up this list, the contractor should take into account the I/B/As' gender equality policy.

Doctors and dentists must:

- be independent of the contractor. They must not provide expert medical/dental services for the Joint Sickness Insurance Scheme (the 'JSIS') or work as a doctor in an I/B/A's medical service;

- be willing to provide services in Brussels, Luxembourg, Ispra and Florence (see point I.13 ‘Place of performance’);
- be capable of writing medical reports in French or English;
- cover chiefly the following languages: French, English, German, Italian and Dutch (see point III.4 ‘Technical and professional capacity’).

The list of doctors and dentists is for information only. It can be modified by mutual agreement between the I/B/A and the contractor during the term of the contract. Each I/B/A will choose its doctors/dentists with expertise in assessing bodily injury on the basis of this list.

Each claim made in accordance with Article 73 of the Staff Regulations will give rise to one or several medical examinations, at the request of the I/B/A or of the contractor.

The contractor will bear all the costs arising from medical examinations (e.g. the fees of the doctors appointed by each I/B/A and of the specialists and the medical advisers, travel and subsistence expenses of the doctors and the insured persons, organisation costs).

At the request of the I/B/As, the contractor is to effect all the examinations required to substantiate the facts.

Each I/B/A will delegate the payment of benefits to the insured persons to the contractor. The contractor will pay any bank transaction charges.

The contractor must comply with the security rules applied in the I/B/As as regards the use of e-mail and the protection of personal data.

I.5. CONFIDENTIALITY

The contractor and the medical experts (doctors and dentists) appointed by the institution must treat as strictly confidential any information which they may acquire in the performance of this contract.

Article II.8 of the contract describes the obligations as regards confidentiality.

I.6. PROCEDURES

The I/B/As agree with the contractor on the practical arrangements regarding information on the occurrence of accidents and on the management of files by the European Union so that the contractor can monitor the development of cases and build up the reserves which it must hold available under the insurance supervision laws applicable to it.

These arrangements are as follows:

- I.6.1. The I/B/As will inform the contractor of accidents within one month of the date on which they were notified to them. However, the contractor may not declare forfeit the rights of the insured person unless there is evidence of serious negligence.

- I.6.2. The contractor will inform the competent I/B/A departments, within seven working days of transmission by the departments of the accident declaration and/or any medical report by the doctor appointed by the institution or any medical certificate of the insured person's GP in relation to the accident, whether in its opinion this accident claim may be accepted under the terms of the contract. If at the end of that period no reply has been received, this will be deemed to constitute acceptance.
- I.6.3. If the contractor finds that it is unable to give an opinion within the time-limit specified above, it must propose to the I/B/A, before this time-limit has expired, the opening of a consultation procedure to determine how the case in question should be handled and to set a new time-limit, which must not exceed 15 working days. If at the end of that period no reply to the request has been received, this will be deemed to constitute acceptance.
- I.6.4. Should the contractor fail to meet the time-limits specified above under the conditions described above, the I/B/A will be entitled to demand payment of interest, at an annual rate of 12%, on the amount due for the specific file for each day of delay.
- I.6.5. Any dispute relating to performance of this contract and the annexes thereto will be referred to the Brussels courts.
- I.6.6. However, the contractor will forgo recourse to legal proceedings in the case of medical disputes where the I/B/A's decision determining the pecuniary rights of the insured person or of those entitled under him/her is consistent with the prior opinion delivered by the Medical Committee provided for in Article 23 of the Rules and that the doctor appointed by the institution is a member of that Committee; in such cases, the contractor will reimburse to the institution the whole amount of the sums paid by the institution to the insured person or those entitled under him/her, pursuant to the aforementioned decision of the institution.
- I.6.7. The contractor will not be obliged to reimburse the I/B/A's internal administrative costs (e.g. the remuneration of its staff). However, it will be obliged to reimburse the expenses and fees of the lawyer engaged by the insured person or those entitled under him/her deemed chargeable to the relevant court.

I.7. SUBROGATION

Within the limits of the sums payable by it, the contractor will assume instead of the I/B/A the insured person's rights of redress against the third parties responsible for the accident or the occupational disease, if the institution, by exercising these rights instead of the insured person, could have claimed compensation from the third party for the same type of damage as that giving entitlement to the benefits defined in Article 73(2) and (3) of the Staff Regulations.

The contractor will not, however, assume the other rights to which the European Union is subrogated, as listed in Article 85a of the Staff Regulations.

I.8. RESPONSE DEADLINES

The contractor must respond within the time-limits indicated below on receipt of:

- ▶ a claim
 - see I.6.2 above
- ▶ a report drawn up by the insured person's GP or the doctor appointed by the institution
 - to send a letter of acceptance/rejection: 7 working days;
 - to send a receipt: 7 working days;
- ▶ a payment request
 - to pay the lump sum in the event of invalidity: 15 working days;
 - to pay the specialist's fees: 15 working days;
 - to make other payments in a claims file: 15 working days;
- ▶ any other medical or administrative document, sent by the I/B/A:
 - to send an acknowledgement of receipt: 2 working days;
 - to send a reply: 7 working days.

I.9. TECHNICAL ASSISTANCE PROVIDED BY THE CONTRACTOR

The contractor must provide the I/B/As with all the technical assistance necessary for the performance of the contract. To this end the contractor must set up a web application or platform for the secure exchange of documents which will be available to the institution.

I.10. DURATION AND PERIOD COVERED

I.10.1. DURATION

The direct service contract will be concluded for an initial duration of 24 months, automatically renewable three times, each for a period of 12 months.

I.10.2. PERIOD COVERED

The contractor will cover the costs of the accidents and deaths described above **occurring** from the date of entry into force of the contract. It will also cover occupational diseases **notified** after the date of entry into force of the contract, even if the origin of the disease is prior to the entry into force of the contract.

The consequences of accidents and occupational diseases that occurred prior to the termination of service of the insured person will continue to be covered after the date of termination of service, according to the appraisal of the doctor appointed by the I/B/A, including the costs generated by reopening a case as provided for in Article 21 of the Rules.

The same applies to cases of occupational diseases notified after the termination of service, in accordance with Article 16(1) of the Rules, if it is sufficiently established that such diseases arose in the course of or in connection with the performance of duties at the service of the I/B/As.

Insured persons who are entitled to the household allowance benefit from the guarantees, in the event of death from natural causes, from 0.00 hours on the date of their entry into service in the I/B/As. The guarantee ends on the date of termination of service.

The contractor is not required to cover the costs of accidents or of deaths from natural causes occurring after the date of expiry of its contract with the I/B/As.

It is not required to cover the costs of occupational disease notified after the date of expiry of its contract with the I/B/As.

I.10.3. LIMITATION OF A CASE OF ACCIDENT/OCCUPATIONAL DISEASE

The period of limitation will be five years from the date of the decision to terminate the case fixed in accordance with the Rules. After that deadline, the contractor will continue to cover the medical expenses and the costs of medical examinations relating to the treatments specified in the decision to terminate the case, but will no longer be required to pay additional sums awarded following requests to re-open a case under Article 21 of the Rules.

Where an insured person's claim has been settled on the basis of a degree of permanent invalidity corresponding to the medical facts of the case at the time and where this initial degree of invalidity increases, again as a result of the occurrence which led to permanent invalidity in the first place, a new period of limitation of five years will run from the date of the new decision.

I.11. DELIVERABLES AND TIME-LIMIT

I.11.1. DURING PERFORMANCE OF THE CONTRACT

The contractor undertakes to submit to the Commission's managing department, not later than 31 March and 30 September each year, half-yearly and annual statistics comprising:

- ▶ the relevant statistics in accordance with the models attached in Annex 8 (MS Excel workbook with three tabs);
- ▶ the solvency situation of the undertaking.

The first half-yearly report is to be submitted on 30 September of the first year of the contract.

To guarantee the above obligations, each annual report must be accompanied by the provision of a bank guarantee of 1% of the technical provisions at the date of the report.

The technical provisions represent the contractor's commitments to the I/B/As and the beneficiaries of the benefits. These will consist, in particular, of reserves relating to the areas insured, reserves for doctors' fees and claims occurring during the period of validity of the contract but not yet reported (IBNR - incurred but not reported). See specimen in Annex 8.

I.11.2. AFTER EXPIRY OF THE CONTRACT

The contractor formally undertakes to provide these half-yearly and annual statistics over a period of five years after expiry of the contract and, in any event, up until the complete closure of notified accident claims if this takes place after that period.

To guarantee the above obligations, the contractor will provide, at the date of the end of the contract, a bank guarantee of 1% of the estimated technical provisions at that date to underwrite its obligations. This guarantee will be released on submission of the last report.

I.11.3. STRUCTURE OF REPORTS AND OF MANAGEMENT STATISTICS TO BE PROVIDED

The model management reports in Annex 8 give a general overview of the quantitative and qualitative information that is essential for risk evaluation and control.

They include:

- ▶ an assessment of the technical provisions, the number of settlements and the amounts concerned, by I/B/A covered, risk covered, and guarantee;
- ▶ an evaluation of the frequency of claims: number of claims notified and number of claims accepted by I/B/A, risk covered, guarantee and gender;
- ▶ a quantitative evaluation of accidents, ratio of compensation granted to capital insured by institution and by gender, broken down by accidents occurring in the course of private life and in the course of performance of professional duties;
- ▶ a qualitative evaluation of accidents: typology of the main causes of invalidity, broken down by those occurring in the course of private life and by those occurring in the course of performance of professional duties;
- ▶ quantitative evaluation of occupational diseases: number of claims notified and number of claims accepted by type of occupational disease and by gender;
- ▶ qualitative evaluation of occupational diseases: typology of the main occupational diseases and systematic classification of claims accepted;
- ▶ analysis of the results broken down by site, by institution and by risk (number of medical committees and results by doctor and number of cases of partial permanent invalidity by doctor).

The contractor will also respond to requests for specific statistics from each I/B/A concerning the various aspects of performance of the contract.

All reports must be submitted in either French or English.

I.11.4. FINANCIAL ACCOUNTS

The I/B/As mandate the contractor to pay to the beneficiary or those entitled under him/her, on behalf of and for the I/B/As, the sums that they owe to them under Article 73(2) of the Staff Regulations.

This mandate does not give rise to any right by the victim or those entitled under him/her vis-à-vis the contractor, nor change in any way whatsoever the legal nature of the amounts paid in this way on behalf of and for the I/B/As.

Each year, before 31 March and together with the deliverables referred to in point I.11.1, the contractor must provide, on forms of the type attached in Annex 8, separate financial accounts for each past insurance year in respect of which claims are still outstanding.

The insurance year is taken to mean the period from 1 January to 31 December; the first insurance year will run from 1 January to 31 December 2017.

These accounts must show, for each of the insurance years concerned, both for the I/B/As as a whole and for each institution individually:

- ▶ The total amount of the premiums due for the year concerned, and only those premiums, whether they were paid during, before or after that year.
- ▶ All the claims to be met by the contractor as a result of risks materialising during the year concerned, irrespective of whether the payments to meet these claims were made during that year or subsequently; payments already made are to be shown separately from the amounts set aside to meet claims still outstanding at the time when the accounts are drawn up.

As an annex to the financial accounts, contractors must provide a table showing, for each category of risk (permanent invalidity, accidental death and medical expenses), the timetable for the settlement of such claims. The claims in respect of which settlements still have to be made must be related to the underwriting year for each of the insurance years.

I.12. MEETINGS

Meetings with the contractor will be organised each year in Brussels following the submission of the annual report and during the year whenever necessary.

I.13. PLACE OF PERFORMANCE

The expert medical services covered by this call for tenders will be provided on the sites of the I/B/As in Brussels, Luxembourg, Ispra and Florence. A list of these is provided for information in Annex 9.

I.14. LANGUAGES OF THE SERVICES

Correspondence with the contractor will be in French and/or English.

I.15. VOLUME OF SERVICES

As a guide, on the basis of estimates and without this being binding on the contracting authority, the I/B/As estimate the number of individuals to be insured at approximately 61.300 as at April 2016. This figure is likely to increase over the coming years, for the I/B/As as a whole, at around +3% per year.

The annual basic salaries concerned amounted to some **EUR 4,130 billion** (EUR 4 130 000 000) in 2015.

The breakdown of insured persons in 2015, by institution, is provided in Annex 10.

Based on annual estimates, the total volume of services to be provided under the contract is as follows:

Amount of contract = insurance premiums x total annual basic salaries

Based on the risks insured, the I/B/As attach in Annex 7 financial information in the form of statistics to give candidates and tenderers an idea of the parameters required for their tender. These data will be communicated electronically only to candidates who are invited to tender, i.e. to those candidates who successfully pass the first stage of the restricted procedure, the selection phase.

However, the above statistics are given as a guideline only and are not in any way binding on the contracting authority as regards the volume of the contract.

Pursuant to Article 134(1)(e) and (4) of Delegated Regulation (EU) No 1268/2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, as amended by Commission Delegated Regulation (EU) No 2015/2462 of 30 October 2015 (the ‘rules of application’), the contracting authority may use a negotiated procedure, without prior publication of a contract notice, for the award of a contract for new services which entail the repetition of similar services entrusted to the contractor who was awarded the original contract by the same contracting authority. That procedure may be used only during the performance of the original contract and at the latest during the three years following its signature.

I.16. COMPLIANCE WITH ENVIRONMENTAL, SOCIAL AND LABOUR LAW

The candidate/tenderer must comply with the relevant obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or international agreements applicable in the environmental, social and labour law fields as set out in Annex X to Directive 2014/24/EU².

² Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (Text with EEA relevance) (OJ L 94, 28.3.2014, pp. 65-242).

II. PART II – ADMINISTRATIVE SPECIFICATIONS

II.1. PARTICIPATION IN THE TENDERING PROCEDURE

Participation in this procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, and to all natural and legal persons in a third country that has a special agreement with the European Union in the field of public procurement, under the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement concluded within the World Trade Organisation applies, participation in the procedure will also be open to nationals of the States which have ratified that agreement, under the conditions laid down therein.

The following three different methods of participation are available:

- an insurance company acting in its own name as sole candidate/tenderer,
- several insurance companies, one of which acts as the group leader (see point II.3 below), and
- one or more insurance companies represented by an insurance intermediary (broker) (see point II.4 below).

II.2. VARIANTS

No variants or substitutes for the contracting authority's model solution are allowed.

Furthermore, tenderers may not submit a tender only for part of the services required.

II.3. JOINT TENDERS³

A group of two or more economic operators may submit a tender (joint tender). A joint tender will be treated in the same way as any other tender, i.e. it will be evaluated on the basis of its intrinsic quality having regard to the criteria set out in these Tender Specifications. A joint tender may include subcontractors in addition to the joint candidates/tenderers.

Any change in the composition of a group during the procurement procedure may result in the tender being rejected. Any change in the composition of a group after the contract is signed may result in the termination of the contract.

The group must provide the details requested on the identification form (Annex 1), indicating clearly the identity of the members of the group. The group must designate (by means of a power of attorney signed by each member) a legal entity (the 'group leader') with full powers to commit the group and each of its members vis-à-vis the contracting authority as regards the submission of the tender and signing of the contract.

After the contract has been awarded, it will be signed by the contracting authority and the group leader.

³ For the purposes of this call for tenders, the term 'joint tender' refers also to 'requests to participate'.

The duly authorised group leader will also be responsible for the administrative management of the contract (invoicing, receipt of payments, etc.) on behalf of the other members.

Pursuant to Article I.14.3 of the framework contract, in a joint tender, all the members of a group are jointly liable vis-à-vis the contracting authority for the performance of the contract.

For this purpose, each member of the group is required to indicate in the identification form the proportion of the contract that it undertakes to provide (see Annex 1).

The members of the group must, however, guarantee that the contracting authority is fully insured (100% cover), without interruption, for the entire duration of the contract.

The exclusion criteria (see point III.2 below) will apply to each individual member of the group. The selection criteria (see point III.3 below) will apply to the group as a whole.

II.4. INSURANCE INTERMEDIARIES

The insurance company or companies may appoint an insurance intermediary (broker) as the sole point of contact for administrative purposes during the tender procedure and, if awarded the contract, for the administrative management of the contract after it has been signed.

To this end, the insurance company or companies must complete the model mandate (Annex 1) conferring on the insurance intermediary (broker) all powers necessary to act on its/their behalf as regards the provision of services under this tender procedure. This mandate consists of the following tasks in particular:

- The designated administrative point of contact has full powers to submit a participation request/tender for this procedure, other than the power to sign the contract, which must be signed by the tendering insurance company or companies;
- The designated administrative point of contact will draw up all necessary invoices, after the signature of the contract, for the services provided on behalf of the insurance company or companies. In particular, it will take payment of premiums and act as an intermediary for the reimbursement of claims;
- The designated administrative point of contact is the sole interlocutor of the contracting authority or authorities indicated in the contract as regards the services to be insured under this tender procedure. It will coordinate the services provided by the insurance company or companies and ensure the proper performance of the contract.

The insurance intermediary (broker) does not share liability for the risks covered; these will be assumed by the insurance company or companies only. The broker will, however, be responsible for the proper performance of the tasks associated with its role as administrative point of contact.

Insurance intermediaries (brokers) appointed as the sole point of contact must furnish proof of registration with the competent authority of their home Member State in accordance with Article 3 of Directive 2002/92/EC of the European Parliament and of the Council of 9 December 2002 on insurance mediation.

For the evaluation of requests for participation in this tender procedure, the exclusion criteria (see point III.2 below) and selection criteria (see point III.3 below) will not apply to the insurance intermediary (broker).

II.5. SUBCONTRACTING

Subcontracting is permitted. The contractor nevertheless retains full liability vis-à-vis the contracting authority for the performance of the contract as a whole.

Candidates must indicate clearly in their request for participation what proportion of the work will be subcontracted (i.e. the percentage) and the identity of all subcontractors. Full particulars of such subcontractors (name, place of establishment, activities and estimated volume of their participation) must also be indicated in the request to participate, as requested in the identification form (Annex 1). Subcontractors must also provide a declaration/letter of intent stating their firm commitment to work with the candidate/tenderer if it is awarded the contract and specifying the resources they intend to make available to the candidate/tenderer for the performance of the contract.

Subcontracting must be approved by the contracting authority, either through acceptance of the tenderer's tender or, if the subcontracting is proposed by the contractor after the signing of the contract, through the contracting authority's prior agreement. In the latter case, subcontracting will be accepted only in exceptional circumstances, if it is judged by the contracting authority to be necessary for implementing the project and does not lead to distortion of competition.

II.6. NATURE OF CONTRACTS

This contract is inter-institutional. The lead contracting authority acts on its own account and on behalf of the bodies listed in the contract notice as contracting authorities.

The lead contracting authority will sign the contract and amendments thereto on its own account and on behalf of all other associated contracting authorities on the basis of a power of attorney provided by each of the associated contracting authorities.

II.6.1. PAYMENT ARRANGEMENTS

The payment procedures are laid down in the draft contract.

In addition:

- Payments will be made only if the contractor has fulfilled all its contractual obligations by the date on which the invoice is submitted. Payment requests will not be accepted if payments for previous periods have not been executed as a result of default or negligence on the part of the contractor.
- At the beginning of each calendar year a provisional premium based on 25% of the projected total basic salaries for the year will become payable to the contractor. This sum will be payable before 15 February of the year concerned.

- The final premium will be calculated on the basis of a statement of the salaries paid during the past calendar year, such statement to be provided by the contracting authority before 30 April of the following year. The contractor will send its annual invoice on the basis of that statement.

II.7. CONTRACT TERMS AND CONDITIONS

Throughout the contract, the contractor must have an insurance rating greater than or equal to 'A' in accordance with the practice of insurers vis-à-vis reinsurers. If the contractor's rating falls below 'A', this will be considered a breach of a substantial contract obligation within the meaning of Article II.18.1(c) of the contract.

III. PART III – FIRST STAGE OF THE RESTRICTED PROCEDURE: EVALUATION OF REQUESTS TO PARTICIPATE

III.1. STAGES OF THE EVALUATION

The evaluation will be based solely on the information provided by the candidate in its request to participate. It will proceed in the following two stages:

1. Verification of the non-exclusion of candidates on the basis of the declaration on the exclusion criteria;
2. Selection of candidates based on the verification of the declaration on the selection criteria.

III.2. EXCLUSION CRITERIA

Candidates must provide a declaration, dated and signed by a duly authorised legal representative, stating that they are not in one of the situations referred to in Articles 106 or 107 of Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015 amending Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union (hereinafter referred to as 'the Financial Regulation')⁴. The declaration can be found in Annex 2.

In the case of a joint tender, this declaration must be submitted - dated and signed by a duly authorised legal representative - by each member of the group.

In the case of subcontracting, where the part of the contract to be subcontracted exceeds the limit of 10 % of the value of the contract, the declaration - dated and signed by a duly authorised legal representative - must be submitted by each subcontractor.

The exclusion criteria apply to each member of the group and to each subcontractor concerned.

In accordance with Article 141 of the rules of application of the Financial Regulation, before the contract is signed, the successful tenderer(s) will be invited to submit the supporting documentation referred to in the declaration by the deadline set by the contracting authority.

⁴ OJ L 286, 30.10.2015, pp. 1-29.

The successful tenderer(s), referred to below and in the declaration as ‘the person’, must submit the following documents:

For the cases mentioned in points a), c), d) or f) of the declaration,

- 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 establishment of the person showing that those requirements are satisfied.

For the cases mentioned in points a) or b) of the declaration,

- recent certificates issued by the competent authorities of the State concerned. These documents must provide proof of payment of all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.
- Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

If the person has already submitted such evidence for the purpose of another procurement procedure, its date of issue is not more than one year ago and it is still valid, the person must declare on their honour that the documentary evidence has already been provided and confirm that no changes have occurred in their situation. In such cases, the person must indicate the reference of the procedure.

If the tenderer is unable to provide the documents requested within the time-limit specified by the contracting authority and cannot therefore prove that it is not in one of the exclusion situations, the tender may be rejected and the contracting authority reserves the right to sign the contract with another tenderer.

III.3. SELECTION CRITERIA

Candidates must demonstrate that they have legal and statutory capacity and sufficient economic, financial, technical and professional resources to be able to perform the contract.

Candidates who submit a request to participate that does not meet the selection criteria will not be invited to tender.

Please note that the supporting documents listed below must be submitted with the request to participate in support of the declaration on the selection criteria referred to in Annex 2.

Please note that during the first stage of the procedure, only the declaration on the selection criteria will be checked. The supporting documents will be checked after the second stage of the procedure (see Part V).

III.3.1. LEGAL AND REGULATORY CAPACITY

Candidates must prove that they have obtained the prior authorisation of the relevant supervisory authorities to carry out insurance activities in accordance with Article 14 of Directive 2009/138/EC of 25 November 2009 on the taking-up and pursuit of the business of insurance and reinsurance (Solvency II)⁵.

Supporting document:

- a) a document providing evidence of prior authorisation as mentioned above

In the case of a group, each member must provide the required details indicated above. In the case of subcontractors, the required details above must be provided individually for each subcontractor.

III.3.2. ECONOMIC AND FINANCIAL CAPACITY

Candidates must demonstrate that they have sufficient economic and financial resources to be able to perform the contract. For the evaluation of economic and financial capacity, candidates must satisfy the following criterion/criteria:

Criterion 1: Turnover

Candidates must demonstrate an annual average turnover in the insurance sector of more than EUR 50 million over the last three financial years for which accounts have been closed; this criterion applies to all the members of the group (combined capacity of all the members) in the case of a joint tender.

Supporting documents:

- a) a statement/declaration showing the average overall annual turnover in the insurance sector for each of the last three years for which accounts have been closed;
- b) copies of the annual balance sheets and profit and loss accounts for each of the last three years for which accounts have been closed.

Criterion 2: Compliance with the solvency rules

Candidates must be in compliance with the rules regarding solvency in force in the Member State in which their registered office is located and must not currently be the subject of any administrative procedure by the competent inspection authorities in that Member State, e.g. reorganisation measures or liquidation proceedings to rectify or penalise any failing(s) likely to compromise solvency of the company or the fulfilment of their commitments to insured parties in the future;

Supporting documents:

- a) declaration duly signed by the candidate

⁵ Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of insurance and reinsurance (Solvency II) (OJ L 335, 17.12.2009, pp. 1-155).

For both selection criteria, if, for some exceptional reason which the contracting authority considers to be justified, the candidate is unable to produce one of the required documents specified above, it may provide evidence of its economic and financial capacity by means of any other document which the contracting authority deems suitable. In any event, the contracting authority must at least be notified of the exceptional reason and the explanation for it. The contracting authority reserves the right to demand any other document allowing it to verify the candidate's economic and financial capacity.

In the case of a group, each member must provide the required details indicated above. In the case of subcontractors performing part of the contract that accounts for more than 10 % of the total value of the contract, the required details above must be provided individually for each subcontractor.

In addition, in the case of a group and/or subcontracting, a document summarising the information for the group and/or subcontractors must be submitted. In this case it is the combined capacity of the members of the group and/or the identified subcontractors, taken as a whole, which will be taken into account.

III.3.3. TECHNICAL AND PROFESSIONAL CAPACITY

Candidates must demonstrate that they have sufficient technical and professional capacity to be able to perform the contract.

For the evaluation of technical and professional capacity, candidates must satisfy the following criteria and the documents below must be submitted.

Criterion 1: Candidate's experience in the field of the contract

Candidates must demonstrate their capacity to perform a professional activity as an insurer and must have carried out **three contracts** comparable in nature to the subject of this tender procedure over the **last five years**. A comparable contract means any contract covering at least one of the following three insurance sectors: 'Occupational diseases', 'Accidents' and/or 'Death'. Candidates must provide evidence of at least one contract per sector.

Supporting documents:

- a) Candidates must provide by way of references **a detailed list of the three contracts**. This list must show:
 - the main object of the contract,
 - the volume of the services provided,
 - the names of the customers,
 - the number of end beneficiaries,
 - the dates on which the contract started and ended, and
 - the geographical coverage.

If these contracts were carried out by a group, candidates must state what proportion they carried out themselves.

Criterion 2: Rating

Candidates must have an insurance rating greater than or equal to 'A' in accordance with the practice of insurers vis-à-vis reinsurers, that is valid at the time of submitting the request to participate.

Supporting documents:

- a) A document proving that the candidate has an insurance rating greater than or equal to 'A' in accordance with the practice of insurers vis-à-vis reinsurers

Criterion 3: Team of medical experts proposed by the candidate

Candidates must have at their disposal a team of 30 medical experts consisting of **25 doctors and 5 dentists**. Each member of the team must:

- have at least three years' **experience** in assessing and treating bodily injury. Professional experience includes the years worked in practice after obtaining all the required qualifications;
- be **independent** of the candidate and must undertake not to provide expert medical/dental services to the JSIS or as a doctor in an I/B/A's medical service during the term of the contract;
- be willing to provide **services in Brussels, Luxembourg, Ispra and Florence**;
- have a knowledge of **French or English** (e.g. in order to write reports in French or English) at least to level **C1**, as defined by the Council of Europe's Common European Framework of Reference for Languages (CEFR) (<http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>);
- the team as a whole must include some medical experts with a knowledge of **German and/or Italian and/or Dutch** at least to level **B2**, as defined by the Council of Europe's Common European Framework of Reference for Languages (CEFR) (<http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>). All three languages must be represented within the proposed team of medical experts.

Supporting documents:

- a) Candidates must propose a list of 25 doctors and 5 dentists
- b) The CVs of the 30 team members setting out their professional experience and level of language skills on the CEFR scale, providing proof of compliance with the selection criterion announced, in the Europass format available at the following address: <http://europass.cedefop.europa.eu>

In the case of a group, each member must provide the information required above according to their role in the group. In the case of subcontractors, the required details above must be provided individually for each subcontractor according to their role.

In the case of a group and/or subcontracting, a document summarising the information for the group and/or subcontractors must be submitted. In this case it is the combined capacity of all the members of the group and/or the subcontractors identified that will be taken into account.

IV. PART IV – SECOND STAGE OF THE RESTRICTED PROCEDURE: EVALUATION OF THE TENDER

The technical specifications and instructions for performing the contract are set out in full in the procurement documents. The tenderer is not therefore required to submit a technical bid but must undertake, if awarded the contract, to perform it in accordance with the specifications, terms and clauses set out in the procurement documents.

To this end, tenderers must sign the declaration in the technical tender form attached (Annex 3).

The evaluation committee will also check the technical tender form for compliance with the minimum requirements set out in the technical specifications (Part I – technical specifications and minimum requirements).

Any tender which departs from the requirements set out in the procurement documents or which fails to meet all those requirements may be rejected on the grounds of non-compliance with the procurement documents and will not be evaluated.

All compliant tenders will be evaluated according to the award method described below.

IV.1. AWARD CRITERIA

Award to the lowest bidder

The contract will be awarded under the automatic award procedure, i.e. to the bid offering the lowest premium that is in order and satisfies the conditions laid down in this Tender Specifications.

IV.2. FINANCIAL EVALUATION AND PRICES

To submit their financial tenders, tenderers are asked to complete the financial tender form attached in Annex 4.

After checking the compliance of the financial tenders submitted, the financial evaluation will be based on an analysis of the premium rates offered in the tenders which are in order and satisfy the conditions laid down.

The total price of the tender used for the award will be the sum of the premiums for each type of service. In the event of errors in calculating the total, the unit rate will take precedence.

Prices should be quoted on the basis of a premium rate expressed **in thousandths** of the total annual basic salaries of the persons insured.

The premium quoted must be comprehensive, flat-rate and inclusive of all charges such as brokers' fees, management costs, contract preparation costs, potentially compulsory contributions to social funds and other bodies, and any experts' fees chargeable to the contractor.

Tenderers must propose a pricing structure that includes unlimited disaster cover and corresponds to the situation provided for in Article 73 of the Staff Regulations.

The financial tender form may not include any items other than those requested. Consequently, it is strictly forbidden to propose options or other variants. Any bid failing to comply will be rejected.

Tenderers are urged to take the greatest possible care with the presentation of their bid. The tenderer must complete all the sections in the tender form in full and legibly.

Tenderers must indicate in their tender the total annual premium and its breakdown into the following five components:

- ▶ Occupational accidents;
- ▶ Accidents occurring in the course of private life;
- ▶ Occupational diseases;
- ▶ Disaster and terrorism risks;
- ▶ Death from natural causes.

Only the total annual premium expressed per mille of the total annual wage bill will be taken into account in the financial comparison of the tenders and for the award of the contract.

The premium rate indicated must be fixed.

Prices must be quoted free of all duties, taxes and dues, including value-added tax (the institutions of the European Union are exempt from such charges under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union).

V. PART V - VERIFICATION OF THE SUPPORTING DOCUMENTS RELATING TO THE SELECTION CRITERIA

The supporting documents relating to the selection criteria listed above and submitted by candidates during the first stage of the restricted procedure will be checked.

VI. PART VI – CONTENT AND PRESENTATION OF TENDERS

Each request to participate/tender must be clear and concise, and must contain all the information and documents necessary to enable the contracting authority to conduct an evaluation of the tender on the basis of the exclusion, selection (stage 1) and award criteria (stage 2). It is the responsibility of all those wishing to submit a request to participate/tender to ensure that the tender is complete.

If any annexes are reproduced on the candidate's/tenderer's computer, care must be taken to ensure that no change is made to the original.

Requests to participate/tenders must be delivered according to the requirements set out in the letter of invitation to participate/tender and these Tender Specifications, and before the date and time indicated in that letter (one letter for each stage).

Each request to participate must contain the following information and documents:

STEP 1: SUBMISSION OF A REQUEST TO PARTICIPATE		
PART I: IDENTIFICATION OF THE CANDIDATE		
A covering letter bearing the reference PMO3/PR/2016/027, written on the candidate's headed notepaper (or that of the group leader in the case of a joint tender/broker) and signed by the candidate or the candidate's duly authorised legal representative.		<input type="checkbox"/>
The identification form duly completed, dated and signed by the candidate/group leader or broker, <u>accompanied by:</u>	<u>Legal representative:</u> - written authorisation(s) or equivalent document(s) - applicable to the candidate and to each member in the case of a group	<input type="checkbox"/>
	<u>Legal personality:</u> - the legal entities form - supporting documents required as per the instructions on the form - applicable to the candidate and to each member in the case of a group	<input type="checkbox"/>
	<u>Bank details:</u> - Financial information sheet - supporting documents required as per the instructions on the form - applicable to the candidate/group leader/broker	<input type="checkbox"/>
<u>In the case of a group</u> , a power of attorney signed by each member, appointing a group leader with full powers to commit the group and each of its members vis-à-vis the contracting authority as regards the request to participate, submission of the tender and signing of the contract.		<input type="checkbox"/> Point II.3
<u>In the case of a request to participate/tender with an insurance intermediary (broker)</u> , a mandate drawn up by the insurance company or companies entrusting the insurance intermediary (broker) with the tasks described in point II.4. Proof of registration with the competent authority of their home Member State in accordance with Article 3 of Directive 2002/92/EC of 9 December 2002 on insurance mediation furnished by the <u>insurance intermediary</u> .		<input type="checkbox"/> Annex 1 Point II.4

In the event of subcontracting, a declaration/letter of intent for each subcontractor stating their firm commitment to work with the tenderer if awarded the contract and specifying the resources they intend to make available to the tenderer for the performance of the contract.	<input type="checkbox"/>	Point II.5
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PART II: EXCLUSION CRITERIA

Declaration(s) by the candidate/group leader and members of the group, and by subcontractors where the part of the contract to be performed by them exceeds the 10 % limit, duly completed, dated and signed.	<input type="checkbox"/>	Annex 2 Point III.2
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PART III: SELECTION CRITERIA

Declaration by the candidate/group leader, duly completed, dated and signed	<input type="checkbox"/>	Annex 2 point III.2
The supporting documents required under point III.3	<input type="checkbox"/>	Point III.3

Only for candidates selected after the first stage and invited to tender:

STEP 2: SUBMISSION OF THE TENDER

PART I: TECHNICAL TENDER

Technical tender form Tenderers must attach to their tender the technical tender form, duly dated and signed by the tenderer's/broker's legal representative.	<input type="checkbox"/>	Annex 3
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PART II: FINANCIAL TENDER

Financial tender form The form must be complete and duly dated and signed by the tenderer's/broker's legal representative.	<input type="checkbox"/>	Annex 4
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VII. PART VII - ANNEXES

The following documents are attached to the Tender Specifications and form an integral part of it:

Annex 1	Identification form and mandate
Annex 2	Declaration relating to the exclusion and selection criteria
Annex 3	Technical tender form
Annex 4	Financial tender form
Annex 5	Legal bases
Annex 6	Common Rules which entered into force on 1 January 2006, with scale
Annex 7	<p>Statistics (MS Excel workbook <u>with 5 tabs</u>)</p> <p>a) Institutions, bodies and agencies of the European Union</p> <p>b) European University Institute, Florence</p> <p><u>This document will be provided only to candidates who pass the selection phase and who are invited to tender.</u></p>
Annex 8	Model tables for the requested reports (MS Excel workbook <u>with 3 tabs</u>)
Annex 9	Location of buildings of the Commission, the EEAS, the Council, the European Parliament and the Court of Justice
Annex 10	Breakdown, by institution, of persons insured in 2015