



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR INTERPRETATION

Interpretation Services Management and Professional Support
Joint Management of Conference Interpreting Agents

European Commission

Call for tenders SCIC/B4/2019/01

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

Open procedure

TENDER SPECIFICATIONS

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1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

1.1. Contracting authority: who is the buyer?

This call for tenders is launched and managed by the European Union, represented by the European Commission, assisted by its Directorate-General for Interpretation (referred to as the contracting authority).

1.2. Subject: what is this call for tenders about?

The subject of this call for tenders is the provision of sickness and accident insurance services for Conference Interpreting Agents (ACI).

1.3. Lots: is this call for tenders divided into lots?

This call for tenders is not divided into lots.

1.4. Description: what do we want to buy through this call for tenders?

The services that are the subject of this call for tenders, including any minimum requirements, are described in detail in the following paragraphs and in *Annex 7*.

Variants (alternatives to the model solution described in the tender specifications) are not allowed. The contracting authority will disregard any variants described in a tender.

1.4.1. Background and objectives

To ensure the smooth running of decision-making process, EU Institutions have three interpretation services: 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.

In order to meet the demand for interpretation, the above-mentioned Institutions employ a mix of staff and freelance interpreters (Conference Interpreting Agents - ACI). Currently there are close to 3,300 ACI on the joint list of accredited interpreters, out of which 1,565 worked for the European Institutions more than 10 days in 2018. ACI work for the Institutions as natural persons and 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](#)".

Regardless the recruiting Institution, all ACI contracts (for the European Commission, the European Parliament and for the Court of Justice) are paid centrally by the inter-institutional Payments Office operated by DG SCIC.

ACI are recruited and paid according to the provisions of the "[Agreement on working conditions and the pecuniary regime for ACI recruited by the Institutions of the European Union](#)". Article 16 of the above-mentioned Agreement stipulates that ACI should be insured against the risk of sickness and accident and consequent loss of income during the days worked for the European Union, days spent travelling to and from such assignments, and days for which they receive remuneration for days not worked.

As the current contract to provide the necessary insurance cover for ACI will expire at the end of 2019, the contracting authority decided to launch an open call for tenders to conclude a new insurance contract. The successful tenderer shall take over the insurance coverage for every ACI on the joint list in accordance with the provisions of this tender specifications and the insurance policy specification defined by the contracting authority in *Annex 7*.

1.4.2. Detailed characteristics of the purchase

The population to insure consists of ACI recruited by the European Institutions.

The basic characteristic of the ACI population is presented in *Annex 9*, which includes also an analysis of the cost claim experience under the current insurance contract. The statistics in *Annex 9* are provided solely in order to enable the tenderers to evaluate the potential value of the contract and the risks to cover. These figures refer to the four-year period of 2015-2018 during which different conditions of the insurance policy applied (these conditions can be found for information purposes in *Annex 10*).

The ACI group insurance product offered by the tenderers shall be in strict conformity with the terms of the insurance policy specification defined in *Annex 7*.

1.4.3. Deliverables

The tenderer is to provide insurance coverage for ACI against the risk of sickness and accident and consequent loss of income according to the terms of this tender specifications and the attached insurance policy specification (see *Annex 7*).

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.

The premium percentage may be subject to the annual revision from the third year of the contract according to the price revision formula agreed with the successful tenderer, as defined in article I.4.2 of the draft contract.

The annual insurance premium will be paid ex-post in four instalments (three interim payments at the end of each quarter and the final balance payment).

The request for the final balance payment will be admissible if accompanied by detailed statistical data over the last insurance year presenting the following information grouped by the item of the schedule of compensation:

- Number of claims received / paid,
- Number of compensation days paid and the total amount paid,
- Number of open and pending claims with estimated duration, type of compensation and amounts due,
- Open claim reserves,
- Number of days to process the claim and pay the benefits due.

1.5. Place of performance: where will the contract be performed?

The services will be performed at the contractor's premises.

1.6. Nature of the contract: how will the contract be implemented?

The procedure will result in the conclusion of a direct contract.

In direct contracts all the terms governing the provision of the services, supplies or works are defined at the outset. Once signed, they can be implemented directly without any further contract procedures.

Tenderers need to take full account of the provisions of the draft contract as the latter will define and govern the contractual relationship to be established between the contracting authority and the successful tenderer. Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

The contract in question will be concluded with the contracting authority for the provision of insurance coverage for ACI against the risks of sickness and accident and consequent loss of income. The contract and its attachments will lay down the legal, financial, administrative and technical conditions, which apply while it is in force (see insurance policy specification in *Annex 7*). The successful tenderer's bid will form an integral part of the contract.

1.6.1. Stability of services

Upon signature of the contract the parties will communicate to each other the information needed for the services to be provided. Contractor is not entitled to any payment for updating or exchange of information.

For the duration of the contract, the contractor shall ensure that the elements necessary for the stability of the service and the proper performance of the contract are maintained. The contractor is required to inform the contracting authority immediately of any new factor affecting the operational, technical, financial and economical capacity on the basis of which they were selected.

To that end, the contractors shall, where necessary, replace staff gradually and shall organise the transfer of information required for the services to be provided, the cost of which will be borne by the contractor. In no event can the contractor invoke a change of staff as a reason for not meeting their obligations, in particular with regard to deadlines and quality of services or respect of applicable regulations, especially social and employment regulations.

All obligations imposed to tenderers will have to be maintained through the whole duration of the contract.

1.6.2. Contact persons

The contractor will designate one single point of contact for the overall management of the contract. Communication between the parties will take place mainly by e-mail. Shortly after signature of the contract, the contracting authority will convene a kick-off meeting in its premises, unless otherwise agreed. A record of the meeting's operational conclusions will be established by the contractor and sent to the contracting authority for comments and approval.

Progress meetings on the implementation of the contract will be held at least once a year in Brussels with the contracting authority. The contracting authority may decide to schedule meetings more frequently if it considers these necessary. The meetings will serve to take stock of the implementation of the contract. They will also be an occasion to discuss any problems or needs for improvement of services and suitable solutions. Operational conclusions of such meetings shall be prepared by the contractor and approved by the contracting authority.

All costs related to the contractors' management obligations, including attendance of the meetings described above, must be borne exclusively by the contractor and be included in the financial tender. The contracting authority will not reimburse any expenses incurred by contractor in relation to these obligations.

1.7. Volume and value of the contract: how much do we plan to buy?

The estimated total amount of all purchases under this contract is indicated under Heading II.1.5 of the contract notice. Please note that the total value of the contract cannot be precisely estimated ex-ante as it depends on the premium percentage offered by the successful tenderer, the demographic evolution of the population to insure and the number of ACI contracts to issue by the three contracting Institutions in the period of 2020-2024.

During the first three years following the signature of the contract resulting from the current call for tenders, the contracting authority may use the negotiated procedure under point 11.1.e of *Annex 1 to Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union*¹ to procure new services from the contractor up to a maximum of 50% of the initial contract value. These services will consist in the repetition of similar services entrusted to the contractor.

1.8. Duration of the contract: how long do we plan to use the contract?

The contract resulting from the award of this call for tenders will be concluded for an initial period of 24 months, after which it will be renewable yearly up to 3 times. The details of the initial contract duration and possible renewals are set out in article I.3 of the draft contract.

Please note that even if the total maximum duration of the contract is limited to 60 months, the contractual obligations of the contractor towards the insured will go well beyond this period in case of compensation payments (see the insurance policy specification in *Annex 7* for details).

The contracting authority reserves the right to terminate the contract with the contractor whose services are deemed to be of insufficient quality based on the assessment made by the contracting authority.

1.9. Electronic exchange of information

For all exchanges with the contractor during the procurement procedure as well as during the implementation of the contract the contracting authority may use an electronic exchange system meeting the requirements of Article 148 of *Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union*¹. At the request of the contracting authority the use of such a system shall become mandatory for the contractor at no additional cost for the contracting authority. Details on specifications, access, terms and conditions of use will be provided in advance.

Given the nature of the contract and the sensitive character of the information exchanged between the contractor, the insured and the contracting authority, the contractor shall adopt appropriate technical and organisational security measures to address the risks inherent in the processing of the personal data. Any information and documents, disclosed in writing or orally in relation to the performance of the contract, shall be treated confidentially.

The contractor shall confirm in writing that they strictly adhere to the national regulations, implementing the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and that they fully subscribe the importance of maintaining utmost confidentiality during the administration of insurance contracts.

The processing of personal data by the contractor shall meet the requirements of Regulation (EU) 2018/1725 and be processed solely for the purposes set out by the controller.

2. GENERAL INFORMATION ON TENDERING

2.1. Legal basis: what are the rules?

This call for tenders is governed by the provisions of [Regulation \(EU, Euratom\) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#) (the Financial Regulation)¹.

The contracting authority has chosen to award the contract resulting from this call for tenders through an open procedure pursuant to Article 164(1) (a) of the Financial Regulation. In an open procedure, any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

2.2. Rules on access to procurement: who may submit a tender?

Participation in this call for tenders is open on equal terms to all natural and legal persons coming within the scope of the [Treaties](#), as well as to international organizations.

It is also open to all natural and legal persons established in a third country, which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. Where the Agreement on Government Procurement² concluded within the World Trade Organization applies, the participation to this call for tenders is open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions laid down therein.

The rules on access to procurement do not apply to subcontractors. Subcontracting may not be used with the intent to circumvent the rules on access to procurement.

To enable the contracting authority to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country/-ies. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign as described in Section 4.3.

✍ For tenderers established in the United Kingdom:

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to tenderers from the UK depending on the terms of any Withdrawal Agreement. In case such access is not provided by legal provisions in force tenderers from the UK could be rejected from the procurement procedure.

¹ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

² https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm.

2.3. Registration in the Participant Register: why register?

Any economic operator willing to submit a tender for this call for tenders must be registered in the [Participant Register](#) - an online register of organizations and natural persons participating in European Commission's calls for tenders or proposals (participants).

On registering, each participant obtains a Participant Identification Code (PIC, 9-digit number) which acts as its unique identifier in the Participant Register. A participant needs to register only once – the information provided can be further updated or re-used by the participant in other European Commission's calls for tenders or calls for proposals.

At any moment during the procurement procedure, the Research Executive Agency Validation Services (hereafter *the EU Validation Services*) may contact the participant and ask for supporting documents on legal existence and status and financial capacity. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly.

The documents that may be requested by *the EU Validation Services* are listed in the [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](#).

⚠ Please note that a request for supporting documents by the *EU Validation Services* in no way implies that the tenderer has been successful.

2.4. Ways to submit a tender

Economic operators can submit a tender either as a sole tenderer or as a group of tenderers. In either case, subcontracting is permitted.

In order to fulfil the selection criteria set out in *Section 3.2* the tenderer can rely on the capacities of subcontractors or other entities (not subcontractors).

The role of each entity involved in a tender (hereafter referred to as *involved entity*) must be clearly specified: sole tenderer, member of a group or Group leader, subcontractor or an entity on whose capacities the tenderer relies to fulfil the selection criteria³. This applies also where the *involved entities* belong to the same economic group.

2.4.1. Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a tenderer⁴. All members of the group assume joint and several liability towards the contracting authority for the performance of the contract as a whole.

³ Such an entity is not considered a subcontractor, see Section 2.4.3.

⁴ References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

Group members must appoint a *Group leader* and a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contact signature. The model power of attorney attached in *Annex 3* is to be used.

The joint tender must clearly indicate the role and tasks of each member and of the *Group leader* who will act as the contracting authority's contact point for the contract's administrative or financial aspects and operational management. The *Group leader* will have full authority to bind the group and each of its members during contract execution. If the joint tender is successful, the contracting authority shall sign the contract with the Group leader, authorized by the other members to sign the contract on their behalf via power of attorney drawn up in the model attached in *Annex 3*.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before contract signature) shall lead to rejection of the tender except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see *Section 2.2*) and is not in an exclusion situation (see *Section 3.1*).

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

2.4.2. Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators, which will perform part of the contract on its behalf. The contractor retains full liability towards the contracting authority for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)).
- d) Use of staff without employment contract (“self-employed persons working for the contractor”) to perform substantially the same tasks as the staff with employment contract (“employees”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tenders (see *Section 1.4*).
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the technical specifications expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a member of the group.

By filling in the form available in *Annex 4*, tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

- on whose capacities the tenderer relies upon to fulfil the selection criteria as described under Section 3.2;
- whose individual share of the contract, known at the time of submission, is above 20%.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in *Annex 5.1* and signed by its authorised representative.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the contracting authority subject to the following verifications:

- any new subcontractor is not in an exclusion situation;
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the contracting authority and resulted in a signed contract, is considered authorised.

2.4.3. Entities on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in *Annex 5.2*, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.

If the contract is awarded to a tenderer intending to rely on another entity to meet the minimum levels of economic and financial capacity, the contracting authority may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required (i.e. the latter will assume the role of subcontractors).

☞ Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

3. EVALUATION AND AWARD

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

- Check if the tenderer has access to procurement (see *Section 2.2*);
- Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and signed by duly authorised representative(-s) of the tenderer);
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements defined in the tender specifications;
- Evaluation of tenders on the basis of the award criteria.

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

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

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

3.1. Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

As evidence of non-exclusion each tenderer needs to submit with its tender a Declaration on Honour⁵ in the model available in *Annex 2*.⁶ The declaration must be signed by an authorised representative of the entity providing the declaration.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the [European Union's Early Detection and Exclusion System](#). The documents mentioned as supporting evidence in the Declaration on Honour need to be provided

⁵ The European Single Procurement Document (ESPD) may not be used yet in European Commission's calls for tenders.

⁶ 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.

whenever requested and where this is necessary to ensure the proper conduct of the procedure within a deadline given by the contracting authority⁷.

Annex 1 specifies which of the *involved entities* participating in a tender need to provide the Declaration on Honour and, when requested by the contracting authority, the supporting evidence.

Please note that a request for evidence in no way implies that the tenderer has been successful.

3.2. Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract. Tenderers are reminded that, by submitting a tender, they undertake to fully respect these criteria throughout the whole duration of the contract.

The selection criteria for this call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for the call for tenders. The model Declaration on Honour available in *Annex 2* shall be used.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s).

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure or during the execution of the contract⁸. In any case, to the extent that there is no ground for a waiver, the evidence must be provided, upon request and within a deadline given by the contracting authority. The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the *involved entities* who contribute to the fulfilment of the criterion, and in case of individual assessment – by each *involved entity* to whom the criterion applies individually.

⁷ The obligation to provide the supporting evidence will be waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the *Contracting authority* and are still valid at that date;
- if such evidence can be accessed by the *Contracting Authority* on a national database free of charge, in which case the economic operator shall provide the *Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document;
- if there is a material impossibility to provide such evidence.

⁸ The obligation to provide the supporting evidence will be waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the *Contracting authority* and are still valid at that date;
- if such evidence can be accessed by the *Contracting Authority* on a national database free of charge, in which case the economic operator shall provide the *Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

3.2.1. Legal and regulatory capacity

Tenderers must prove that they have legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the work subject of this call for tenders.

Tenderers must be insurance companies or insurance intermediaries (brokers) set up in conformity with the legislation of a Member State of the European Economic Area and established in the ordinary territory of one of these Member States, offering all guarantees required by the applicable national legislation. The steps necessary to obtain all licences and authorisations required to perform the contract including, when applicable, those towards the [Financial Services and Markets Authority](#) (FSMA) are the sole responsibility of the contractor. The contract is conditional on these authorisations. The contractor must notify the Commission immediately if any authorisation relating to the provision of services under the contract is suspended or withdrawn.

The legal and regulatory capacity shall be proven by the evidence listed below, submitted with the tender, for each member of the group in case of a joint tender or co-insurance:

- Proof of registration in one of the Member States of the European Economic Area;
- Proof that the tenderer is an insurance company or insurance broker set up in conformity with the legislation of a Member State of the European Economic Area and established in the ordinary territory of one of these Member States;
- A certificate by the relevant regulatory body of the country where the tenderer has its registered office conferring the right to provide insurance against accident and illness for natural persons during and outside of working hours. The relevant approval numbers of the tenderer must be notified to the contracting authority;
- The name of the competent Supervisory Authority;
- Proof of authorisation/notification by FSMA to provide services covered by the draft contract, when applicable;
- Copy of the company's memorandum and articles of association.

3.2.2. Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1	
Minimum level of capacity	The tenderer has to demonstrate the minimum level of solvency.
Basis for assessment	This criterion applies to all members of the group in a joint tender, subcontractors and third parties on which the tenderer relies to fulfil some selection criteria, to each involved entity separately.
Evidence	<p>The tenderer is to present:</p> <ul style="list-style-type: none"> ▪ A solvency certificate issued by the regulatory body of the country where the tenderer has its registered office demonstrating that the company has the minimum level of solvency required by these authorities; ▪ Details of the insurance company's most recent long-term credit rating by an independent credit rating agency, which has to correspond, at the minimum, to Baa3 level (Moody's), or BBB- level (Standard & Poor's, Fitch Ratings). If no credit rating is available, please provide an equivalent proof of financial soundness containing information to demonstrate investment grade financial strength and financial soundness, i.e. tenderer must not be, or have been in financial difficulty over the past 5 years. ▪ Copy of the financial statements for the last 3 fiscal years covering audited accounts of the profit and loss account, balance sheets and notes to the financial statement. <p>If, for some exceptional reasons, which the contracting authority considers justified, a tenderer is unable to provide one or other of the above documents, it may prove its economic and financial capacity by any other document, which the contracting authority considers appropriate.</p>

Criterion F2	
Minimum level of capacity	The tenderer has to demonstrate that it complies with social-security and fiscal obligations.
Basis for assessment	This criterion applies to all members of the group in a joint tender, subcontractors and third parties on which the tenderer relies to fulfil some selection criteria, to each involved entity separately.
Evidence	Copy of the social-security compliance statement and tax compliance statement.

☞ All of the above-specified evidence of economic and financial capacity must be provided with the tender.

3.2.3. Technical and professional capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

Criterion T1	
Experience in management of group insurance products.	
Minimum level of capacity	<ul style="list-style-type: none"> At the publication date of the contract's notice the tenderer has to have at least 10 years' experience in management of group insurance plans (medical, life and death, invalidity). Its current group insurance portfolio should consist of at least 3 group insurance plans covering sickness and accident risks, each with a minimum of 3,000 natural persons insured and at least €1,000,000 insurance contributions collected in 2018. The tenderer has to prove that it manages contract(s) with insured persons based in at least 10 different countries and populations who are protected worldwide against the risk of sickness, accident and consequent loss of income.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .
Evidence	<p>A list of insurance contracts meeting the minimum level of capacity. The list shall include details of their start and end date, the number of insured persons and their basic characteristic, risks covered and the amount of contributions collected in 2018.</p> <p>As supporting documents for each insurance contract listed, the contracting authority may request statements issued by the clients and take contact with them.</p>

Criterion T2	
Experience in processing claims in EU languages.	
Minimum level of capacity	<p>The contractor should have at its disposal at least 5 staff members who can be delegated to the execution of the contract and possess the following qualifications:</p> <ul style="list-style-type: none"> A minimum of 5 years' experience in processing sickness and accident insurance claims, Adequate command of English and French. <p>Furthermore, the contractor should have the capacity to work with supporting documents in all official languages of the European Union.</p>
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all involved entities.
Evidence	To demonstrate the experience in processing claims, the contractor should provide at least 5 CVs of the selected staff members that fulfil the above minimum level of capacity. Each CV should indicate the intended function in the delivery of the service and the linguistic skills.

	Furthermore, the tenderer has to produce a signed declaration stating the ability to work with supporting documents in all official languages of the European Union.
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☞ All of the above-specified evidence of technical and professional capacity must be provided with the tender.

☞ Involved entities must not be subject to conflicting interests, which may negatively affect the contract performance. Where the contracting authority has established such conflicting interests, it may conclude that the tenderer or an involved entity does not possess the required professional capacity to perform the contract to an appropriate quality standard.

The presence of conflicting interests shall be examined during the evaluation phase based on the statements made through the Declarations on Honour and, where applicable, the commitment letters (*Annex 5.1* and *Annex 5.2*).

3.3. Compliance with the minimum requirements of the Tender specifications

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. Particular attention is drawn to the minimum requirements specified in *Section 1.4* of these specifications and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in *Annex X* to Directive 2014/24/EU.

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.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of a tenderer.

<p>☞ Tenders that are not compliant with the applicable minimum requirements shall be rejected.</p>
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3.4. Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender. Award is based solely on the assessment of the quality of the technical offer submitted (section 3.4.1) and its financial value (section 3.4.2). Tenders failing to provide sufficient information on all criteria will be deemed incomplete and will be rejected.

For quality, the maximum total score is 100 points. Tenders must score minimum 50% for each criterion (3.4.1a, 3.4.1b and 3.4.1c), and at least 60 points in total. Tenders that do not reach the minimum quality thresholds will not be evaluated further.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

3.4.1. Quality - [60% weighting]

a) Premium calculation (30 points)

In order to ensure that the insurance premium quoted by the tenderer in *Annex 6* is made on substantiated basis and takes into account the requirements set out in the insurance policy specification, the tenderers are asked to describe in detail:

- all projected cost elements and their drivers used for the calculation of the proposed insurance premium (including administration costs and possible insurance margin);
- contractual stipulations influencing the insurance risks to cover;
- demographic data and specific information provided by the contracting authority to define the risk profile;
- the rationale behind the choice of statistical data sets used to estimate the insurance risk and their credibility;
- the calculation of expected death / invalidity / temporary incapacity benefits.

Apart from administration costs and insurance margin, the information requested above should be presented per category of risk to cover (death, invalidity, temporary incapacity, medical reimbursements).

b) Price revision formula (20 points)

The tenderer is asked to make a proposal for the price revision agreement referred to in article I.4.2 of the draft contract.

The variables used in the price revision formula can be:

- either the data specific for the insured population and known by the contracting authority (like the ACI sex and age, number of remunerated days, the amount of benefits paid in a given period, etc.);
- and/or the publicly available indices focused on EU provided by Eurostat or similar institutions.

The choice of the indice(s) and the construction of the proposed price revision formula have to be argued and explained in detail.

The proposal has to include the description of conditions triggering the price revision mechanism and description of the workflow for the exchange of data and calculation of the revised premium.

c) Case study (50 points total)

Taking into account all relevant information included in the tender documentation and specifically the provisions of the insurance policy specification (*Annex 7*), the tenderer is requested to analyse the following three hypothetical insurance claims. For each scenario described below the tenderer is asked to present:

- its communication strategy towards the insured;
- the applicable deadlines for each step of the claim processing;
- the information the tenderer would request from the insured directly or the contracting authority to process the claim;
- the detailed calculation of the total amount of insurance benefits due together with any assumptions made to calculate these (ignoring the impact of the adjustment of the ACI remuneration foreseen by article 8 of the insurance policy specification);
- other potential factors, not mentioned below, which would influence the claim eligibility or the insurance benefits due.

First scenario (5 points):

On 15 January 2020, Mr X files a claim for reimbursement of medical expenses and presents an invoice, dated 10 January 2020, over €25.50 for two pharmaceutical products (Avamys nasal spray and Amoxiclav Sandoz), prescribed by his doctor on 6 January 2020, the date when he was working as an ACI for the European Commission.

Second scenario (25 points):

The insured, Ms Y (born on 20 April 1967), has been working for the European Institutions as an experienced ACI since 2010. Over the past 5 years, Ms Y contributed to the following number of insured days:

Calendar year	Number of insured days
2015	110
2016	85
2017	80
2018	35
2019	0

Ms Y works as an ACI for the European Commission on 3 January 2020 and receives the remuneration due. On 6 January 2020, Ms Y sends per e-mail a medical certificate, dated 3 January 2020, attesting her full incapacity to work because of illness from 3 to 19 January 2020. Two weeks later, on 20 January 2020 Ms Y presents a prolongation of her medical certificate attesting again her full incapacity to work from 20 January to 15 February 2020.

Ms Y gets better and accepts an ACI contract from 19 to 21 February 2020 and from 2 to 4 March 2020. During her contract in March, on 2 March 2020, she experiences breathing difficulties, collapses and is brought into an emergency room. The doctors at the hospital establish a clear link with the illness that started on 3 January 2020. As the illness progresses through the year, Ms Y subsequently presents medical certificates attesting her full incapacity to work from 2 March 2020 to 1 February 2021.

Third scenario (20 points):

Taking into account the information provided in the second scenario, the tenderer is requested to determine if and when Ms Y would acquire the right to request invalidity benefits. If invalidity benefits are due, the tenderer is asked to provide details for their calculation and estimate the expected total amount of exposure towards this ACI.

3.4.2. Price - [40% weighting]

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

The tenderer is asked to use the form in *Annex 6* to quote a fixed percentage of the total value of the remuneration items referred to in article I.4.1 of the draft contract. The filled quotation table constitutes the financial tender.

The rate quoted must be the rate applicable to all types of remuneration items referred to in article I.4.1 of the draft contract. This rate will be fixed for the first two years of the contract and may be subject to the yearly revision in the following years.

Any possible expense incurred for the execution of the contract, preparation of the deliverables and reports, access to information and documents or participation in meetings (including the cost for accommodation and travel to and from Brussels) related to the execution of the contract shall be covered by the above-mentioned price.

3.5. Award (ranking of tenders)

Tenders shall be ranked according to the best price-quality ratio in accordance with the formula below:

$$\text{Score for tender } x = \left(40 \cdot \frac{P_{\min}}{P_x}\right) + \left(60 \cdot \frac{Q_x}{100}\right)$$

P_{\min} is the lowest price among offers that passed exclusion, selection and award criteria.

P_x is the price of the tender X, equal to the rate mentioned in the quotation table.

Q_x is the total quality score of tender X.

👉 The contract shall be awarded to the tender ranked first, which complies with the Tender Specifications and is submitted by a tenderer having access to procurement, not in an exclusion situation and fulfilling with the selection criteria.

4. FORM AND CONTENT OF THE TENDER

4.1. Form of the tender: how to submit the tender?

Tenders are to be submitted via the e-Submission application according to the instructions laid down in the Invitation to tender letter and the [e-Submission Quick Guide](#).

☞ Make sure you prepare and submit your electronic tender in e-Submission early enough to ensure it is received within the deadline specified under Heading IV.2.2 of the contract notice. A tender received after this deadline will be rejected.

4.2. Content of the tender: what documents to submit with the tender?

The documents to be submitted with the tender in e-Submission are listed in *Annex 1*.

The following requirements apply to the technical and financial offer (to be uploaded as Technical tender and Financial tender in e-Submission):

- *Technical offer*

The technical offer must provide all the information needed to assess the compliance with Section 1.4 of these specifications, insurance policy specification (*Annex 7*) and the award criteria. Tenders deviating from the minimum requirements or not covering all the requirements may be rejected on the basis of non-compliance and not evaluated further.

- *Financial offer*

A complete financial offer, including the breakdown of the price needs to be uploaded. For this purpose, the Financial Model in *Annex 6* shall be completed, duly signed and uploaded in e-Submission.

It is the responsibility of each tenderer to ensure that the total amount of the tender inserted in the relevant field of the e-Submission application corresponds to the amount indicated in the uploaded financial offer. In case of discrepancies, only the amount indicated in the financial offer will be taken into account.

The financial offer shall be:

- one rate, expressed in percentage of the total value of the remuneration items referred to in article I.4.1 of the draft contract;
- quoted free of all duties, taxes and other charges, i.e. also free of VAT.

☞ The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 annexed to the Treaty on the Functioning of the European Union. Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT must be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT.

4.3. Signature policy: how can documents be signed?

Where a document needs to be signed, the signature must be either hand-written, a qualified electronic signature or an advanced electronic signature based on a qualified certificate as defined in [Regulation \(EU\) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market \(the eIDAS Regulation\)](#).

For hand-written signatures, see Section 1 of the Invitation to tender.

All documents must be signed by the signatories (when they are individuals) or by their duly authorised representatives.

For the following documents, when signed by representatives, tenderers must provide evidence for the delegation of the authorisation to sign:

- The Tender report;
- The Declaration on Honour of the tenderer (in case of joint tender – the Declarations on Honour of all group members);
- (If applicable – in the case of joint tender) the power(s) of attorney drawn up using the model attached in *Annex 3*).

The delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the contracting authority can access on a national database free of charge does not need to be submitted if the contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

4.4. Confidentiality of tenders

Once the contracting authority has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the contracting authority is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, agencies and bodies, as well to other persons and entities working for the contracting authority or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision tenderers whose tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. The contracting authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include,

without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets⁹.

- The contracting authority may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure¹⁰, the contracting authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

☞ The contracting authority will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The contracting authority reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

⁹ For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

¹⁰ See Article 4 (2) of the REGULATION (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents.

APPENDIX: LIST OF REFERENCES

<i>Award criteria</i>	See Section 3.4
<i>Contracting authority</i>	See Section 1.1
<i>Entities on whose capacities the tenderer relies to fulfil the selection criteria</i>	See Section 2.4.3
<i>EU Validation services</i>	See Section 2.3 EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment
<i>Exclusion criteria</i>	See Section 3.1
<i>Financial Regulation</i>	Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union
<i>Group leader</i>	See Section 2.4.1
<i>Identified subcontractors</i>	See Section 2.4.2
<i>Involved entities</i>	See Section 2.4
<i>Joint tender</i>	See Section 2.4.1
<i>Participating entities</i>	See Section 1.1
<i>Participant Register</i>	See Section 2.3 Participant Register
<i>Selection criteria</i>	See Section 3.2
<i>Sole tenderer</i>	See Section 2.4
<i>Subcontracting/subcontractor</i>	See Section 2.4.2
<i>Treaties</i>	The EU Treaties: https://europa.eu/european-union/law/treaties_en