European Stability Mechanism

# **Pre-Qualification Document**

PQ Ref. No.: HR/20/INS/AA/21

# **Provision of Insurance Services:**

Healthcare Insurance/Long Term Care Insurance/Travel Insurance (Lot 1); Life Insurance, Work Incapacity and Disability Insurance (Lot 2); Employee

Assistance Programme (Lot 3)

03/01/2022

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# Introduction

The European Stability Mechanism (the "ESM") is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law. Its purpose is to ensure the financial stability of the euro area as a whole, and of its Member States experiencing severe financing problems, by providing financial assistance through a number of instruments.

More background information about the ESM may be found on the website: <a href="https://www.esm.europa.eu/">https://www.esm.europa.eu/</a>

Neither Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 nor Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 (as amended) apply to the ESM. The ESM procures supplies, services and works on its own behalf and for its own account pursuant to the ESM Procurement Policy as published on the ESM website. Please refer to the ESM website for more information.

This Pre-Qualification Document (the "PQD") sets out the eligibility, exclusion and selection criteria, as part of a pre-qualification stage ("Stage 1") of the two-stage procurement procedures of the ESM (i.e. Restricted Procedures and Negotiated Procedures), in order to assess the suitability of a Candidate to participate further in this procurement procedure. Candidates, which are successful at Stage 1 (pre-qualified Candidates) and, if applicable, chosen by the ESM among the eligible and suitable Candidates, will be invited to participate in the subsequent Request for Proposal stage of the procurement procedure ("Stage 2").

For the purposes of this PQD, economic operators who wish to apply to this procurement procedure are referred to as "Candidate" or "Candidates" and their response is referred to as an "Application" or "Applications".

Unless otherwise defined in this PQD, all capitalised terms used in this PQD have the meanings ascribed to them in the ESM Procurement Policy.

# 1. Contents of this PQD

The PQD consists of the following documents:

No.	Document Title	Comment
1.	Prequalification Document – Core Document	This document
2.	Annex 1 – Terms of Reference	Included as Annex 1 to this PQD
3.	Annex 2 – Eligibility, Exclusion & Selection Criteria including declarations, forms, questions and other response elements to be addressed	Included as Annex 2 to this PQD

# 2. Overview of the Procurement Requirement

The ESM intends to establish framework agreements (the "Framework Agreements" or "Contracts") for the provision of the Insurance Services as detailed below in the terms of reference.

The ESM will award one agreement per each of the following Lots:

Lot 1: Healthcare Insurance/Long Term Care Insurance/Travel Insurance;

Lot 2: Life Insurance, Work Incapacity and Disability Insurance;

Lot 3: Employee Assistance Programme.

Candidates may submit an application for one or more lots. Each lot will be assessed independently of any other lot.

The Framework Agreement to be awarded as a result of this procurement procedure will have a four (4) year term.

Further information can be found in Annex 1 to this PQD.

# 2.1. Type of Procurement Procedure

This procurement procedure is carried out by the ESM under a Negotiated Procedure in accordance with Article 9.1 (1) and (2) of the ESM Procurement Policy and is referred to in this PQD as a procurement procedure or a procurement process.

# 2.2. Procurement Process Steps and Timelines

The ESM plans to carry out the procurement process in accordance with the steps defined in the table below. The ESM reserves, at its sole discretion, the right to vary the steps and timelines.

No.	Procurement Process Steps	Timeline
1.	Contract notice and PQD publication date	03/01/2022
2.	Deadline for submission of clarifications/questions on the contract notice and the PQD	<b>18/01/2022</b> 11:00 hrs (local Luxembourg time)
3.	Response to the clarifications/questions on the contract notice and the PQD	Regularly
4.	<b>Deadline for submission of Applications</b> (the "Applications Deadline")	<b>31/01/2022 11:00 hrs</b> (local Luxembourg time)
5.	Target date of notification of the ESM's decision on pre-qualification to unsuccessful Candidates and dispatch of the RFP to the pre-qualified Candidates	18/02/2022

# 2.3. The ESM "Sole Contact" Details

Commercial Legal and Procurement European Stability Mechanism 6a, Circuit de la Foire Internationale L-1347 Luxembourg

Email: procurement@esm.europa.eu Attention: Mr. Ampeglio Amore

Unless notified otherwise, the person indicated above shall be the Candidates' single point of communication with the ESM for the duration of this procurement process.

The ESM shall not be bound by and the Candidates agree not to rely upon any written or verbal statements or representations of any other persons, whether employed by the ESM or not.

# 2.4. Clarification Matters

During the procurement procedure, Candidates are entitled to submit in writing questions to the ESM within the deadline above indicated. The ESM may provide additional information solely for the purpose of clarifying the procurement documents and taking into account the following aspects:

- a) Queries can be raised to the Sole Contact as identified in this PQD.
- b) Queries can be raised on any matter in the contract notice or this PQD, including the Annexes. However, the ESM reserves the right not to answer any particular query.
- c) The ESM will endeavour to respond to all queries and issue responses in a timely and professional manner. The ESM reserves the right not to answer any queries received after the deadline for submission of the queries.
- d) Subject to point e) below, responses to the queries will be uploaded on the ESM website if they are of relevance to all of Candidates.
- e) If the ESM receives a query from a Candidate which, in the sole discretion of the ESM, constitutes a query relevant to that Candidate only, the ESM will provide response to that Candidate only.
- f) Clarifications are to clarify the procurement documents. The ESM will not provide a qualitative judgment during the clarification period.

#### 2.5. Application Structure and Response Instructions

Candidates need to submit a separate proposal for each of the lots in which they are interested.

When preparing Applications, Candidates should observe the following:

- All documents must be submitted in English.
- Note limitations on any page/word limits specified. Any response exceeding the specified limits may be disregarded beyond that limit.
- Answers should be as concise as possible, complete and comprehensive.
- The ESM does not wish to receive any marketing or other promotional materials.
- Responses to the eligibility, exclusion and/or selection criteria will be evaluated independently and cross-references between response elements are not permitted.
- The Candidate should clearly identify in the Application any requirements specified in this PQD that the Candidate cannot satisfy.

Application Structure				
#	Section	Template and instructions	Document format	
1.	Cover Certification Form	Candidates are requested to provide a cover certification form dated and duly signed by an authorised representative on the Candidate's company letterhead (no. 3.1 of Annex 3)	Fully scanned copy with signature in PDF	
2.	Declarations	Candidates are requested to submit completed, dated and duly signed declarations (nos. 1.1 and 1.2 of Annex 2)	Fully scanned copy with signature in PDF	
3.	General Response	Candidates are requested to respond to the questions posed in this PQD as instructed (see Annex 2 Section 2. Selection Criteria)	PDF	
4.	Attachments	Candidates are requested to include any attachments, as requested in Annex 2 and Annex 3.	PDF	

Forms to fill in	Candidate (including	Consortium	Key
	Consortium Lead)	members	Subcontractors
Declaration on Eligibility Annex 2 1.1	To be completed	To be completed	N/A
Declaration of Non-Collusion Annex 2	To be completed	To be completed	N/A
1.2			
Cover Certification form Annex 3 3.1	To be completed	N/A	N/A
Consortium declaration Annex 3 3.2	To be completed	To be completed	N/A
Subcontractor commitment letter	N/A	N/A	To be completed
Annex 3 3.3			

# 2.6. Coordinates and Guidelines for Submission of Applications

Applications shall be submitted no later than the Applications Deadline specified at point 4 of the Procurement Process Steps and Timeline table and must be submitted only <u>via e- mail</u> to the Sole Contact listed in section 3.3:

Only Applications received through these means will be accepted.

Email must contain a clear indication about the number of lots for which the candidate is willing to submit an application.

All digital copies of Applications shall be submitted in compliance with the following guidelines:

- a) One file per section as described above in the "Application Structure" table.
- b) Any supporting or additional files must be clearly named.
- c) All files should be named clearly with a sequential number and a relevant file name, e.g.
  - "Annex 2: 1.1 Declaration on the eligibility, exclusion criteria, economic, financial and operational capacity and the absence of conflict of interest"
  - o "Annex 2: 1.2 Non-Collusion Declaration"

- "Annex 3: 3.1 Cover Certification Form"
- d) All files must be provided in a standard non-editable format, such as PDF.

# 2.7. Eligibility, Exclusion and Selection Criteria (applicable to all lots)

In order to be eligible to participate in this procurement process, Candidates must be either natural persons or legal persons and state that they are not in one of the exclusion situations listed in the declarations nos. 1.1 and 1.2 included in Annex 2.

If such circumstances arise in the course of the procurement process, the Candidate concerned must inform the ESM thereof without undue delay. Candidates may submit evidence to demonstrate their eligibility despite the existence of grounds for exclusion. The ESM may, in its sole discretion, decide whether such evidence is satisfactory.

Candidates must comply with all eligibility and exclusion criteria to be assessed further.

ELIGIBILITY AND EXCLUSION CRITERIA – elements of the evaluation	
Duly executed declarations as requested in Annex 2 nos. 1.1 and 1.2.	
* If responding as part of a Consortium, each member of the Consortium must sign these Annexes.	Pass / Fail

In order to assess a Candidate's capacity to perform the Framework Agreement, the ESM will apply the following selection criteria (full information can be found in **Annex 2 Section 2. Selection Criteria**).

In the event that the Candidate submits an Application together with a third party/-ies and/or with sub-contractor(s), the combined capacities of the Candidate and all such third party/-ies and/or subcontractor(s) will be assessed for the purpose of meeting the selection criteria.

SELECTION CRITERIA – elements of the evaluation	
Economic and financial standing	Pass / Fail
Technical or professional ability	Pass / Fail
Authorisation and suitability to carry out the relevant professional activity	Pass / Fail

Candidates must achieve a rating of "Pass" for all the "Pass / Fail" criteria to be considered successful at Stage 1 (pre-qualified Candidates).

# 3. Terms and Conditions of this PQD

# 3.1. Rights of the ESM

By submitting an Application, the Candidates confirm that they have taken note and accepted all terms and conditions of this PQD.

The ESM reserves the right, at its sole discretion and in exceptional circumstances, to accept the Applications received after the closing deadline.

After the ESM opens the Applications, it may request Candidates to submit, supplement, clarify or complete information or documentation which is or appears missing, incomplete, inconsistent or erroneous within an appropriate time limit. The ESM reserves the right to reject from further consideration any such Applications.

The ESM reserves the right to request that Candidates provide documentary evidence in support of the statements made in their Applications.

Any effort by the Candidate to influence the ESM in the process of examination, evaluation and comparison of Applications, or in the decision regarding the pre-qualification process may result in the rejection of the Application.

The ESM may decide, at its sole discretion while complying with the general principles set forth in the ESM Procurement Policy, to cancel this procurement process in whole or in part at any time before the Framework Agreement is awarded as a result of this procurement process. The cancellation does not give rise to any form of compensation for Candidates.

The ESM will ensure that the information provided by Candidates is treated and stored in accordance with the principles of confidentiality and integrity.

The ESM reserves the right to disclose the contents of Applications to its third party advisors (if applicable) who are bound by the same confidentiality and integrity obligations as the ESM.

If the ESM discovers, before the expiry of the deadline for submissions of Applications, a lack of precision, an omission or any other type of error in this PQD, it will rectify the error and inform all Candidates in writing.

# 3.2.Cost of Participating in the Procurement Process

All costs relating to the participation in this procurement process, including in particular any costs in relation to the preparation of Applications and of any other documents requested by the ESM and any subsequent follow-up shall be borne exclusively by the Candidate.

#### 3.3.Trade Name, Logo and Marks

The ESM logo, covers, page headers, custom graphics, icons, and other design elements and words or symbols used to identify the description of the procurement requirement are either trademarks, trade names or service marks of the ESM and its licensors, or are the property of their respective owners. These marks may not be copied, imitated or used, in whole or in part, without the explicit prior written consent of the ESM.

# 3.4.Confidentiality

If the Candidate considers that any part of its Application or other documents/information submitted to the ESM include Confidential Information within the meaning of this section the Candidate must clearly mark such parts of the Application or other documents/information as 'confidential'.

Candidates are advised that their participation in this procurement process constitutes Confidential Information except for the announcement by the ESM of the successful Candidate on the ESM website in accordance with Article 9.17 (3) of the Procurement Policy.

Except if required in a judicial or administrative proceeding, or if it is otherwise required to be disclosed by any law or regulation, or where information is already in the public domain, the ESM will: (a) not disclose the Confidential Information; (b) take all reasonable measures to preserve the confidentiality and avoid disclosure, dissemination or unauthorised use of Confidential Information; and (c) not use such Confidential Information for any purpose other than as is necessary in connection with this procurement process. Confidential Information does not include information which (a) was known to the ESM prior to receiving the information from the Candidate; (b) becomes rightfully known to the ESM from a third-party source not known to the ESM (after diligent inquiry) to be under an obligation to the Candidate to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by ESM; or (d) has been developed independently by the ESM or authorised to be disclosed by the Candidate. Confidential Information may only be shared with third parties (e.g. contractors) that have a need to know the Confidential Information in relation to this procurement process and provided that such third parties comply with the confidentiality obligations provided in this section.

In addition, if the Candidate has signed an ESM confidentiality undertaking the Candidate agrees to comply with all obligations set forth in such confidentiality undertaking. If there is a conflict between such confidentiality undertaking and this procurement procedure, the confidentiality undertaking will prevail.

# 3.5.Involvement of/Reliance on Third Parties

If the Candidate intends to involve a third party in the supply of the services offered to the ESM the Candidate has to ensure that any such third party is bound by the requirements set forth in this PQD.

#### Consortia

In case of a group of economic operators responding together to this procurement procedure ("Consortium"), Candidate means the Consortium and the Application must provide the following:

- a. a clear description of the proposed Consortium, its organisational hierarchy and structure, the names of all Consortium members and the roles, activities and responsibilities of the Consortium leader and each Consortium member;
- b. information on whether the Consortium will form a legal entity and if yes, details of the actual or proposed percentage shareholding within such legal entity and other official documents confirming existence of such legal entity. If not, full details of the proposed Consortium arrangement including submission of an executed Consortium agreement.
- c. Signed declarations available in Annex 2 1.1 (Declaration on eligibility) and 1.2 (Non-collusion declaration) and Annex 3 3.2 (Consortium declaration) from all Consortium members.

If the Contract is awarded to a Consortium, all Consortium members will be jointly and severally liable towards the ESM for all obligations arising of or resulting from the Contract.

If a Candidate considers any changes in the Consortium structure it must immediately notify the ESM in writing. The composition of a Consortium (including the roles, activities and responsibilities of the Consortium leader and each Consortium member) cannot be modified or members of the Consortium cannot be exchanged, whether during the course of this procurement process or during the term of the Contract, without the prior written consent of the ESM.

#### Subcontractors

If subcontractors will play a significant role in delivering the services offered to the ESM ("**Key Subcontractor**"), the Candidate must provide as part of its Application:

- a. a clear description of the proposed subcontracting arrangement, in particular which tasks the Candidate intends to subcontract and their volume or proportion, the name(s) of the proposed Key Subcontractor(s) and its/their roles, activities and responsibilities; and
- b. a document signed by any Key Subcontractor stating its intention to collaborate with the Candidate should the Candidate be awarded a Contract. The template available in Annex 3 3.3 (Subcontractor Commitment Letter) shall be used for this purpose.

If a Candidate subcontracts some of the services under the Contract to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the Contract as a whole. The ESM will have no direct legal commitments with the subcontractor(s).

Any changes to the proposed Key Subcontractors must be notified immediately to the ESM. Candidates cannot exchange or replace the Key Subcontractors or modify the nature of the subcontracting arrangement (including the subcontracted tasks, their volume or proportion), whether during the course of this procurement procedure or during the term of the Contract, without the prior written consent of the ESM.

Moreover, any additional Key Subcontractor(s), which was/were not assessed by the ESM during this procurement procedure, may only be appointed if the ESM's has given its prior written consent.

#### 3.6.Transfer of Undertakings

The Candidates acknowledge and accept the possibility that if they are awarded the Contract, the Contract may in some cases trigger the application of the relevant provisions of Luxembourg law or of a collective labour agreement regarding transfers of undertakings, in particular, but not limited to, Articles L.127-1 to L.127-6 of the Luxembourg Labour Code as amended from time to time (collectively the "Regulations"). Consequently, the Candidates acknowledge and accept the possibility that if they are awarded a Contract the staff employed by the existing service provider performing the services to the ESM (the "Employees") may, if necessary, be taken over and/or transferred automatically, by the virtue of the Regulations.

The Candidates are therefore invited, if deemed appropriate and if not already included in the procurement documents, to request the ESM to provide any necessary information regarding the Employees. The ESM reserves the right to answer questions at a later stage of the procurement procedure if deemed appropriate in the ESM's sole discretion.

Should the Regulations be applicable, the existing service provider and the successful Candidate will fully comply with all of their obligations under the Regulations and will take all necessary steps to facilitate the takeover and/or transfer of the Employees. Any discussions regarding potential takeover and/or transfer of the Employees will be directly between the existing service provider and the successful Candidate. All the costs incurred by the successful Candidate in relation to the application

of the Regulations will be borne solely by such Candidate and will not give rise to any financial compensation from the ESM and will not affect in any way the financial proposal submitted by the successful Candidate.

# 3.7. Notification of the ESM's decision

The ESM will notify in writing its decision to advance or not advance the Candidate's Applications. The Candidates whose Applications did not advance can request, in accordance with the ESM Procurement Policy and timelines set within and in the ESM notification, a de-brief addressing the reasons for not advancing their Application. The de-brief will be limited to the reasons related to the unsuccessful Candidate's Application and will not cover any information about other Candidates' Applications.

#### **Annex 1 TERMS OF REFERENCE**

Healthcare Insurance/Long Term Care Insurance/Travel Insurance (Lot 1); Life Insurance, Work Incapacity and Disability Insurance (Lot 2); Employee Assistance Programme (Lot 3) (the "Services" and each a "Service")

# Background

The European Stability Mechanism (the ESM) is an international financial institution governed by international public law. It is the crisis resolution mechanism established by the euro area countries that provides financial assistance to ESM members experiencing or threatened by severe financing problems to safeguard the financial stability of the euro area as a whole and of its member states. More background information about the ESM may be found on the website: www.esm.europa.eu.

The ESM, located in Luxembourg, provides its members of staff (approximately 210) with insurance services (the "Services") as described in this Terms of Reference. The benefits under these Services consider current levels of coverage in Luxembourg, however, the ESM is not obliged to follow them.

Affiliation to the Services is mandatory for the members of staff, except in case of unpaid leave and retirement, and is voluntary for their Dependents.

The ESM is seeking providers to administer the Services to the benefit of its members of staff, and former members of staff, where applicable, including processing the payment of benefits to the beneficiaries, as applicable, and providing advice to the ESM, where relevant.

The ESM is conducting a tender for the Services, in three lots (the "**Tender**"). The selection of the provider for each lot will be assessed separately; however, it is possible that the Tender will result in all Services being provided by only one provider, if the same provider is successful in each lot. The duration of the contract(s) awarded further to this Tender will be for a period of four (4) years from 01 January 2023 to 31 December 2026.

# Transition between providers

The preferred provider in each Lot must ensure smooth continuation of the Services. Upon signature of the Contract(s), the preferred provider will manage the transition of the Services from the incumbent provider (if applicable) in order to commence the provision of the Services as from the start date of the Contract. At the end of the Contract, the selected provider would also need to support the transition to a new provider, if applicable.

# **Tender objectives**

The main objectives of the Tender are:

- (i) to obtain competitive quotations from leading global providers for each lot
- (ii) to award contract(s) that will provide the optimal outcome for the ESM.

#### **Definitions**

Please note that the terms defined in this section apply to each Lot, save where specific clarification is made within the description of that Lot.

"Spouse" – where a member of staff is married or, has a civil or other non-marital partner (of either sex) registered under the laws of any Member State of the European Union.

"Dependent Child" (or "Dependent Children" in the plural) means the child or children of a member of staff -

- (a) whose maintenance is effectively being provided for by a member of staff;
- (b) who is the legitimate, legitimised, recognised natural or adopted child, or stepchild of a member of staff;
- (c) who is not gainfully employed; and
- (d) who is (i) below age 18, or (ii) below age 26 and on a full-time basis studies or attends a training course or professional apprenticeship, or (iii) is prevented by disability or serious illness from earning a livelihood.

"Dependent(s)" – means a Spouse and/or Dependent Children

"Normal Retirement Age" – means an individual's 65<sup>th</sup> birthday

"Retiree(s)" – means former members of staff who, upon their departure from ESM service, meet the age and years of service criteria set out below.

Age	Minimum Years of ESM service		
65 and above	7		
64	8		
63	9		
55-62	10		

<sup>&</sup>quot;Salary" – means the gross basic salary provided by the ESM for each member of staff

**"Occupational Disease" -** means any disease in the official table of occupational diseases in Luxembourg and any disease that is predominantly caused by the work of the member of staff for the ESM.

"Accident(s) at Work" — means accidents sustained while at work and accidents sustained while travelling for work purposes (but not while commuting to work on the usual way taken to or from the workplace).

**"ESM Social Security Scheme"** – means a scheme of insurance services (life, disability, healthcare, travel and long term care) contracted by the ESM for the benefit of members of staff, funded by contributions of both the ESM and the members of staff.

# Lot 1: Healthcare/Long Term Care/Travel Insurance

### 1. Healthcare Insurance

#### Eligibility

- Active members of staff of the ESM;
- Former members of staff of the ESM who, upon departure from ESM service, either (a) are receiving disability benefits under the work incapacity and disability insurance or (b) meet the age and minimum years of service criteria for Retirees. It is anticipated that over the next four years about 10 people will qualify or will have qualified for Healthcare Insurance as former members of staff. These people can choose between four plans as described in the Appendix 1. Once a former member of staff chooses one of these four plans, they cannot change their selection to one of the other plans at a later date;
- Dependents of active or former members of staff who elect to be affiliated with the ESM healthcare insurance scheme. Such election is subject to approval by the ESM and, unless exceptionally approved by the ESM, individuals cannot change their selection.

#### Scope

The Healthcare Insurance assists eligible members to meet expenses resulting from healthcare treatment as described in the Appendix 1. It has been in place since May 2013. Eligible members are not subject to medical underwriting or exclusions of pre-existing medical conditions and have free choice of medical provider.

#### Geographic cover

For active members of staff and their affiliated Dependents, the plan's coverage is worldwide. However, inpatient treatment in the US is covered only in case of a medical emergency or if the provider's medical board approves in the case of a rare medical condition that the medically necessary treatment is available only in the US. For former members of staff and their affiliated Dependents, coverage is restricted to Europe.

#### Cover

The provider must be able to maintain the minimum level of cover as defined in the Tables of Main Benefits in the Appendix 1 throughout the contract term from 1 January 2023 to 31 December 2026. The ESM reserves the right to refine the cover applicable during the contract term, in consultation with the selected provider.

At the RfP stage, more information on limitations of cover, such as ceilings for individual coverage elements in absolute euro terms, as well as the annual membership and claims data will be provided to qualified candidates.

#### Additional reimbursements

If applicable, when the portion of the expenses (excluding dental/optical) incurred by a (former) member of staff and his/her insured Dependents, that is not reimbursed under the healthcare insurance plan exceeds during a calendar year 25% of their (last) monthly salary during ESM service, they are entitled to an additional reimbursement in the amount of the non-reimbursed portion of the expenses above 25% of the last monthly salary during ESM service, with a maximum up to 150% of defined coverage limits. Such additional reimbursements do not apply for former members of staff and their insured Dependents with a Level B plan as described in the Appendix 1.

#### **Exclusions**

The maximum exclusions of cover are described in Appendix 2.

#### **Guarantee of Payments and Network**

The ESM requires the provider to provide guarantee of payments for inpatient treatment of network and non-network healthcare providers. The provider must ensure that they respond to a request for such a guarantee of payment within maximum two days after receipt. The ESM requires the provider to have direct settlement agreements with a wide range of network providers in Luxembourg and the border regions.

#### Claims administration

The provider must ensure that insured individuals can claim reimbursement of expenses quickly and easily. The provider must ensure that they turn around an insured person's reimbursement claim in principle, within five days on average, and within ten days as a maximum (following receipt of a legitimate and complete claim). The provider must provide insured persons with an option to submit their claims online from a mobile device. In this context, qualified candidates will be asked to present their claims administration procedures and how they ensure regularity of claims administration and prevent fraudulent claims.

Before executing any reimbursements to insured persons or direct settlements to medical providers, the provider is required to review and determine whether claims and invoices are reasonable and customary. Reimbursements will be settled directly into members' or medical providers' bank accounts.

#### Disputes relating to denied claims or denied coverage

Insured persons have the right to appeal any denied claim or denied coverage. The provider must have a procedure in place to handle disputes relating to denied claims or denied coverage.

#### Premiums for active and former members of staff and their insured Dependents

Candidates in this Tender process should express their Healthcare Insurance premiums for active and former members of staff and their insured Dependents as a fixed percentage of Salary (or last gross basic salary in the case of former members of staff). Additional information will be provided at the RfP stage. At this stage, candidates will also be asked to present in detail the criteria, formulae and process they would apply for any annual adjustments of premiums over the contract duration of 4 years. Premiums must be based on the technical proposals submitted by the candidates at the RfP stage.

#### Continuation option(s) for former members of staff and their Dependents

Insured persons who are no longer eligible to participate in the ESM healthcare insurance and do not meet the age and minimum years of service criteria for Retirees mentioned above, have the option to continue the healthcare insurance for themselves and their insured Dependents for a fixed period of 6 months, to be renewed once for a period of 6 more months. Premiums shall be fully borne by the insured person in this case.

#### Payment of Premiums

For active members of staff and their Dependents, premiums are paid by the ESM to the provider(s). For former members of staff and Retirees (as well as their Dependents), premiums are payable by the persons concerned directly to the provider(s).

# 2. Long Term Care Insurance

# Eligibility

Members of staff of the ESM are eligible to long term care insurance as long as they are engaged by the ESM (Normal Retirement Age is 65, maximum retirement age is 70). Retirees are not eligible for this insurance.

Former members of staff placed on the ESM disability scheme due to total disability are eligible to the long term care insurance below the age of 65, or until the end of the disability.

Insured Dependents of members of staff are eligible to the long term care insurance but only between the ages of 5 and as long as they are insured under the Healthcare Insurance plan.

#### **Benefit**

The amount of benefit must be an allowance of €1,500 per month in case of partial or €3,000 per month in case of total dependence.

Partial dependence applies if the member cannot perform at least three out of the six activities of daily living defined hereunder without the assistance of a third person. Total dependence applies if the member cannot perform at least four out of the six activities of daily living defined hereunder without the assistance of a third person; or if the member suffers from a neuropsychiatric disease (such as e.g. Alzheimer's disease or senile dementia) which has been medically assessed by a psychiatrist or a neurologist to score less than 15 on Folstein's "Mini Mental State Examination".

The relevant six activities of daily living are washing, feeding, dressing, mobility, continence and transferring. More detailed definitions for each activity will be provided at the later stage (RfP).

Claims to be in a partial or total state of dependence are assessed by the provider and require approval by its medical advisor. The allowances mentioned above will be paid after the relative deductible period of 90 days, with the start date determined as the day following the date of recognition of the state of dependence by the provider.

#### **Annual Increase**

The allowance is increased by 2% per annum on 1 January each year and it ceases when the coverage ends (please see under *Eligibility*).

#### **Premiums**

Premiums for the Long Term Care Insurance should be expressed as a per person amount, assuming that 550 insured persons between the age of 5 and 65 (or 70 as applicable) are covered. Additional information will be provided at the later stage (RfP).

#### Claims

The Insurance has been in place since May 2013. There have been too few claims to be able to share representative claims data.

#### 3. Travel Insurance

#### Eligibility

All members of staff of the ESM for business and personal travel and insured Dependents for personal travel.

#### Cover

The Provider must cover 24 hours a day 7 days a week during business travel and private travel abroad and includes the following elements:

#### **Travel Insurance**

Upon medical advice, evacuation to closest healthcare centre and /or repatriation to home country / country of domicile

Evacuation to a better equipped healthcare centre

Repatriation to better equipped healthcare centre in the home country or country of employment

Corpse repatriation in the event of death

Premature return in the event of death or serious illness of a relative

Provision of a ticket for a relative

Dispatch of a doctor / indispensable medicines in situ

Lawyer expenses to €3,000/ bail bond advance to €7,500 in case of imprisonment following a traffic accident

Hotel expenses for relatives in the event of hospitalisation abroad to a maximum of €250 per day for a maximum of 10 days.

Lost/stolen/damaged luggage to €2,500

Flight delay to €250

Public Liability cover to €125,000

Delay arrival of luggage to €375

Cover in case of stolen valuables to €1,500 per item

# Emergency evacuation

The provider must collaborate with the ESM's third party provider for non-medical emergency evacuations, in particular for scenarios where two members of staff are in the same travel destination, one requiring an evacuation for medical reasons, and another for non-medical reasons (eg, a riot).

#### **Premiums**

Premiums for the Travel Insurance should be expressed as a per capita amount, assuming that 210 members of staff and 340 insured Dependents are covered. Additional information will be provided at the later stage (RfP).

#### Claims

The Insurance has been in place since May 2013. There have been too few claims, of limited value, to be to able share representative claims data.

# Lot 2: Risk Plan

#### 1. Life Insurance

#### Eligibility

All members of staff at the ESM are covered by the ESM's life insurance policy, under which a death benefit is payable in the event the member of staff dies while in the ESM's service. Cover is provided until the member of staff leaves the ESM and is no longer considered a member of staff. Normal retirement age is 65 (and maximum retirement age is 70).

#### Life Insurance benefit

- Normal life insurance benefit: The amount of lump sum benefit payable is 4 times the annual Salary for all members of staff affiliated to the ESM social security scheme; or
- Dependents option: Members of staff can affiliate their Dependents to the ESM Social Security Scheme, in which case the amount of normal life insurance benefit payable of 4 times the annual Salary is doubled to 8 times the annual Salary; or
- Accident(s) at Work or Occupational Disease extra benefit: in the event the member of staff
  who has a Dependent dies while in the ESM's service by accident at work or occupational
  disease, the amount of normal life insurance benefit payable of 4 times the annual Salary is
  doubled to 8 times the annual Salary.

The Provider must offer the following life insurance benefits:

Death other than by Accident at Work or Occupational Disease	Death benefit
Staff without Dependents	4 x annual Salary
Staff with Dependents who are not affiliated to the ESM social	
security scheme	4 x annual Salary
Staff with Dependents who <b>are</b> affiliated to the ESM social security	
scheme	8 x annual Salary

Death by Accident at Work or Occupational Disease	Death benefit
Staff without Dependents	4 x annual Salary
Staff with Dependents who <b>are not</b> affiliated to the ESM social	
security scheme	8 x annual Salary
Staff with Dependents who <b>are</b> affiliated to the ESM social security	
scheme	8 x annual Salary

The vast majority of staff with Dependents (approx. 95%) at the ESM opt for affiliating their Dependents with the ESM social security scheme. Consequently, they are covered for 8 times the annual Salary, and therefore the cause of death is not very relevant in practice.

## Advisory services

The selected provider will also provide medical advisory services to determine the cause of death for the payment of the correct level of death benefit.

#### **Premiums**

Premiums for the Life Insurance should be expressed as a group unit rate based on the monthly sum of Salaries. Any individual loading for medical reasons should be explained and detailed in

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the premium information to the ESM. Additional information will be provided at the later stage (RfP).

#### Claims

The life insurance has been in place since May 2013 and there have been very few claims to date.

#### Free cover limit

A free cover limit of at least €1,500,000 sum insured per member of staff.

#### **Exclusions**

Exclusions are limited to death due to active participation in war or war-like operations.

# 2. Work Incapacity and Disability Insurance

#### Eligibility

All members of staff at the ESM are covered by the ESM's work incapacity and disability insurance scheme, under which a pension is payable in the event of an incapacity/disability.

#### Payment of the disability pension

An insured member of staff who has been off work for a continuous period of 16 weeks (with one week corresponding to 5 working days) due to an accident or illness and where a claim has been accepted by the provider on advice from their medical advisers.

#### Amount of the disability pension

70% of Salary immediately prior to the commencement of the disability plus 23.33% of Salary paid into the ESM retirement plan. The disability pension will be payable pro rata in circumstances where the member of staff returns to work on a reduced hour basis.

#### Duration of the payment

From the start of week 17 to the end of week 78 following the first day of continuous absence from work, the pension is normally payable to the ESM.

From the start of week 79, upon notification from the ESM, the disability pension is payable directly to the individual until retirement subject to agreement with the provider and their medical advisers.

# Escalation of the disability pension

The disability pension increases in line with inflation (Joint Luxembourg/ Brussels index published by Eurostat in Q3 each year).

#### Advisory services

The provider is required to provide medical advisory services to determine full or partial incapacity cases for the payment of the correct level of benefit.

#### **Premiums**

Premiums for the work incapacity and disability insurance should be expressed as a unit rate based on the monthly sum of Salaries. Additional information will be provided at the later stage (RfP).

# Claims history

The work incapacity and disability insurance has been in place since May 2013. There have been too few claims to be to able share representative claims data.

#### Free cover limit

A free cover limit of at least €1,500,000 sum insured per member of staff.

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#### **Exclusions**

#### Insurance coverage will not be applicable if it is due to at least one of the following exclusions:

war or riot; crime or tort; deliberate act; influence of drink or drugs; nuclear accident and radioactivity risks; cause not clinically substantiated (The payment of disability benefits is limited to 24 months if the claim is the result of an illness that is not clinically substantiated, such as mental illness. This time limit does not apply if the member is admitted to a duly approved hospital or an institution specialising in the treatment of similar illnesses).

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# Lot 3: Employee Assistance Programme (EAP)

# Eligibility

All members of staff of the ESM and ESM secondees (currently 2) and their insured Dependents. The aim of the EAP is to reduce absenteeism and support the overall health and well-being of ESM members of staff, secondees, and their Dependents, as well as to provide immediate support in case of crisis.

#### Cover

Services must include clinical counselling sessions (limited to 6 sessions per issue per year), crisis intervention, work-life services and management support services. EAP services must be made available over the telephone, face-to-face and online. Services must be available on a global and 24/7 basis. Additional ad hoc services would include support, possibly onsite, in case of a traumatic event, such as serious injury or death of a member of staff.

#### **Premiums**

Premiums for the EAP should be expressed as a per person amount (assuming 550 members covered). The cost of ad hoc services should be presented separately. Additional information will be provided at the later stage (RfP).

#### Duration

The Insurance has been in place since May 2013. Uptake of the EAP has been low.

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# Appendix 1 – Description of coverage under Healthcare Insurance

All benefits are valid per insured person and per calendar year (unless stated differently). There is no overall ceiling of cover per insured person and per calendar year. All benefits must be prescribed by a qualified and registered medical doctor, unless mentioned otherwise. Medical treatment, including diagnostic/preventive treatment and prescription drug services, are covered only if consistent with the diagnosis and customary medical treatment for a covered illness or injury; in accordance with general standards of good medical practice, consistent with current standards of professional medical care, of proven medical benefit; not for the convenience of the insured person, the doctor or the medical provider; not for aesthetic purposes; and not of an experimental and/or investigational nature. Only reasonable and customary charges are covered. "Prior approval" means that the insured person must provide the provider with specific medical information before the treatment takes place so that the provider can verify whether the treatment is covered under the healthcare insurance plan.

# 1. Table of Main Benefits - Healthcare Insurance for active members of staff and their Dependents

#### 1.1 Outpatient treatment – Worldwide cover

Service	Cover	Further information
GP/ home visit	100%	
Specialist consultation (other than		
GP); consultation at night, on		
Sunday, national holiday or		
emergency	100%	
Hearing aids	100%	
Medical imaging	100%	
		Medical prescription required, except for vaccination
Vaccinations	100%	campaigns organised by the ESM
		Including in particular orthodontic treatment before
Dental	100%	age 18
		Including in particular contact lenses without
Optical	100%	prescription
		Subject to a maximum number of sessions per year;
Physiotherapy	100%	prior approval required beyond 40 sessions per year
Osteopathy	100%	Subject to a maximum number of sessions per year
Chiropractic treatment	100%	Subject to a maximum number of sessions per year
Acupuncture, aerosol therapy and		
similar inhalation therapies	100%	Subject to a maximum number of sessions per year
		If prescribed by a qualified physician or carried out by a
Homeopathy	100%	qualified physician. Medical prescription required.
Psychotherapy/ psychoanalysis	100%	Subject to a maximum number of sessions per year
		No prior approval required for a maximum number of
Speech therapy	100%	20 sessions per year

Service	Cover	Further information
		Prior Approval required, only covered if essential to
Fertility treatment	90%	help overcome a medical infertility problem. Limited to

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		maximum age of the female of 42 years. Maximum of 4 attempts per successful pregnancy. In case pregnancy was interrupted but lasted for at least 26 weeks, 4 additional attempts covered. For same sex couples covered only insofar the partner who wishes to conceive is suffering from a medical infertility problem. Sperm / ovary donation and expenses to surrogate mother not covered.
Radiation, ultrasound therapy	100%	
Annual preventive check-up	100%	Not covered for children
Orthoptic treatment	100%	

# 1.2 Pharmacy expenses – Worldwide cover

Service	Cover	Further information
Pharmacy expenses	100%	Generally, medical prescription required

# 1.3 Inpatient treatment (hospital or day surgery) - Worldwide cover, however, cover in the US only in case of a medical emergency or if the provider's medical board approves in the case of a rare medical condition that the medically necessary treatment is available only in the US

Service	Cover	Further information
		Bed and board expenses for one parent/guardian are
		also covered where the parent/guardian is
Bed and board stay in private		accompanying an insured Dependent child, aged below
room	100%	16 year who is hospitalised
Other hospital expenses		
(including ICU)	100%	
Doctor's fees	100%	

#### 1.4 Other Services – Worldwide cover

Service	Cover	Further information
Convalescence and rehabilitation		
rest/care	100%	Subject to a maximum number of days per year
		Prior Approval required, maximum cover 12 months,
Post-Operative Home Nursing	100%	maximum reimbursement 2,500 EUR
Nursing fees for home births	100%	Subject to a maximum number of days
Cancer treatment	100%	
		Prior Approval required, unless in the case of a medical
Psychiatric admission	100%	emergency
		If entitled to full Long Term Care benefit: not covered; if
		entitled to partial Long Term Care benefit: daily sum of
		50 EUR; if not entitled to a Long Term Care benefit:
		daily sum of EUR 100. Daily sums payable for maximum
Palliative care		6 months.
Funeral expenses		Lump sum of 3,250 EUR

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# 2. Table of Main Benefits – Healthcare Insurance for former members of staff and their Dependents

Upon the end of their ESM employment, staff receiving disability benefits under the work incapacity and disability insurance and Retirees who are eligible for retiree coverage may choose between any of the four plans mentioned in the table below.

	Service / Cover	Further information	
2.1 Level A	100% of the coverage applicable to active members of staff and their		
	Dependents as described in	the tables above except that the geographical	
	scope o	f cover is limited to Europe	
2.2 Level B	80% of the coverage app	olicable to active members of staff and their	
	Dependents as described in	the tables above, except that the geographical	
	scope of cover is limited to Europe, and except the following:		
	Inpatient bed and board 100% of semi-private room		
	Annual deductible¹ €200 per person or €600 per family per year		
2.3. Complementa	<b>ry Level A plan</b> – as 2.1, but w	ith plan used only for complementary insurance	
expenses incu	expenses incurred in Europe		
T	2.4. Complementary Level B plan – as 2.2, but with plan used only for complementary insurance expenses incurred in Europe		

# Appendix 2 - Exclusions for Healthcare Insurance

# Healthcare insurance coverage will not be applicable if it is due to at least one of the following exclusions:

- 1) the consequences of active participation in war, terrorist activities, or while the insured person is carrying out army, naval or air service operations;
- 2) the consequences of acts that constitute a commission or attempt to commit a criminal offence by the insured person;
- 3) the consequences of illnesses, injuries or accidents caused voluntarily by the insured person;
- 4) the consequences of any accident resulting from the insured person's practice of high-risk sports (e.g., parachuting, bungee jumping, sports which involve the use of motorized vehicles; use of aircrafts with no valid certificate of air worthiness);
- 5) the consequences of practicing sports as a professional sportsperson;
- 6) the consequences of the practice of any sporting activity in breach of the applicable safety rules in such a way that the insured person could not have been unaware of the risk;
- 7) Nuclear/atomic risk;
- 8) the consequences of an intentional act of the insured person to commit fraud or to submit false reimbursement claims;
- 9) the consequences of drug addiction/substance abuse.
- 10) Expenses resulting from medical treatments rendered by a doctor (i) to himself/herself as the insured person or (ii) to an insured person that is a close relative of the doctor;
- 11) Treatment that is considered experimental/investigative according to accepted professional medical standards and treatment that is not medically indicated;
- 12) Any non-prescribed medical treatments;

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<sup>&</sup>lt;sup>1</sup> The (first) part of the (eligible) medical expenses not reimbursed by the provider and deducted from the amount of (eligible) medical expenses on which the reimbursement is calculated.

- 13) Complementary (and or alternative) medical treatments that are not in accordance with general standards of good medical practice;
- 14) Facilities for the aged, primarily giving custodial, educational and rehabilitory care;
- 15) Cosmetic/aesthetic treatment except restorative treatment following accident or illness;
- 16) Remedial teaching;
- 17) Sunglasses;
- 18) Lifestyle products, dietary products, food supplements and food products, baby food, mineral waters, tonics, cosmetic products;
- 19) Sterilisation or reversal of sterilisation;
- 20) Smoke cessation products and nicotine substitutes;
- 21) Food and nutritional supplements;
- 22) Cryopreservation of sperm or egg cells that is not medically necessary for each component of an infertility treatment;
- 23) Blood pressure meters, except in case of specific medical conditions
- 24) Melatonin
- 25) Immunomodulation therapy or micro-immunotherapy
- 26) Laser therapy for the treatment of orthopaedic problems
- 27) Platelet Rich Plasma (PRP)
- 28) Thermal cures and spas

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# Annex 2

# ELIGIBILITY AND EXCLUSION CRITERIA, SELECTION CRITERIA AND OTHER REQUIRED INFORMATION AND DOCUMENTS

- 1. Eligibility and Exclusion Criteria
- 1.1. Declaration on eligibility
- 1.2. Non-Collusion Declaration

Note: See the separate document with the above declarations

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# 1. Selection Criteria LOT1\_Healthcare Insurance/Long Term Care Insurance/Travel Insurance

As part of their Application, Candidates are requested to address each item/question below and supply the requested evidence in the correspondingly named and numbered way.

The selection criteria apply to the Candidate as a whole, i.e. a consolidated assessment of the combined capacities of all involved entities will be carried out.

Please note that for the purpose of the evaluation of the Applications, the ESM will assess the responses provided to the items set out below in this Section.

# **Economic and financial standing:**

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

Item Number	Selection Criteria	Requirements	Evidence
1)	The Candidate must prove sufficient past revenue.	Annual, global revenue of at least 2.500.000 euros in each of the last two (completed) financial years generated from the provision of services similar to the services set out in Annex 1 to this PQD.	A signed seit-attestation from the Candidate. No specific template

# **Technical or professional ability:**

Candidates must comply with the following selection criteria in order to prove that they have the necessary technical or professional ability to perform the Contract.

It	em			
N	umber	Selection Criteria	Requirements	Evidence
	1)	The Candidate must prove	At least three years of relevant experience in the provision of services	A signed self-attestation from the Candidate confirming the ability to fulfil
		experience in the field of	similar to the services set out in Annex 1 to this PQD.	the requirements set out under this item. No specific template is requested
		insuring risks for healthcare,		by the ESM.
		long term care and travel.		

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2)	The Candidate must prove experience in the field of insuring risks for healthcare, long term care and travel.	<ul> <li>At least three similar (in scope and complexity) Insurance         Contracts in the field of health insurance preceding the         submission deadline for proposals.</li> <li>At least one similar (in scope and complexity) Insurance Contract         in the field of long term care services preceding the submission         deadline for proposals.</li> <li>At least one similar (in scope and complexity) Insurance Contract         in the field of travel services preceding the submission deadline         for proposals.</li> </ul>	A list of contracts meeting the requirements set under this item. The list shall include a short description of the insurance contract including start and end date. No specific template is requested by the ESM
3)	The candidate must prove experience of working in English language.	The candidate must prove experience of working in English language.	A signed self-attestation stating a thorough knowledge of English for staff delegated to performance of this contract. No specific template is requested by the ESM
4)	Candidate must prove relevant experience in provision of claims administration services.	Provision of claims administration services to at least three organisations, with a minimum of 200 staff.	A signed self-attestation stating the ability to fulfil the requirements set out in this item and indicating the organisations for which the services are rendered. No specific template is requested by the ESM

# Authorisation and suitability to carry out the relevant professional activity:

Candidates must comply with the following selection criteria in order to prove that they have the necessary authorisation and suitability to perform the Contract.

Item		
Number	Selection Criteria	Evidence
1)	The Candidate 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 services subject to this procurement process.	Copy of a proof of enrolment in a relevant trade or professional register.     Appropriate licence to provide insurance services

# 2. Selection Criteria LOT2 \_Life Insurance, Work Incapacity and Disability Insurance

As part of their Application, Candidates are requested to address each item/question below and supply the requested evidence in the correspondingly named and numbered way.

The selection criteria apply to the Candidate as a whole, i.e. a consolidated assessment of the combined capacities of all involved entities will be carried out.

Please note that for the purpose of the evaluation of the Applications, the ESM will assess the responses provided to the items set out below in this Section.

# **Economic and financial standing:**

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

Item Number	Selection Criteria	Requirements	Evidence
1)	The Candidate must prove sufficient past revenue.	Annual, global revenue of at least 1.400.000 euros in each of the last two (completed) financial years generated from the provision of services similar to the services set out in Annex 1 to this PQD.	A signed self-attestation from the Candidate. No specific template is requested by the ESM.

# **Technical or professional ability:**

Candidates must comply with the following selection criteria in order to prove that they have the necessary technical or professional ability to perform the Contract.

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Item			
Number	Selection Criteria	Requirements	Evidence
1)	The Candidate must prove experience in the field of Life Insurance, Work Incapacity and Disability Insurance.	At least three years of relevant experience in the provision of services similar to the services set out in Annex 1 to this PQD.	A signed self-attestation from the Candidate confirming the ability to fulfil the requirements set out under this item. No specific template is requested by the ESM.
2)	The Candidate must prove experience in the field of Life Insurance, Work Incapacity and Disability Insurance.	<ul> <li>At least three similar (in scope and complexity) Insurance         Contracts in the field of life insurance preceding the submission         deadline for proposals.</li> <li>At least one similar (in scope and complexity) Insurance Contract         in the field of work incapacity preceding the submission deadline         for proposals.</li> <li>At least one similar (in scope and complexity) Insurance Contract         in the field of disability preceding the submission deadline for         proposals.</li> </ul>	A list of contracts meeting the requirements set under this item. The list shall include a short description of the insurance contract including start and end date. No specific template is requested by the ESM
3)	The candidate must prove experience of working in English language.	The candidate must prove experience of working in English language.	A signed self-attestation stating a thorough knowledge of English for staff delegated to performance of this contract. No specific template is requested by the ESM
4)	Candidate must prove relevant experience in provision of claims administration services.	Provision of claims administration services to at least three organisations, with a minimum of 200 staff.	A signed self-attestation stating the ability to fulfil the requirements set out in this item and indicating the organisations for which the services are rendered. No specific template is requested by the ESM

# Authorisation and suitability to carry out the relevant professional activity:

Candidates must comply with the following selection criteria in order to prove that they have the necessary authorisation and suitability to perform the Contract.

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Item Number	Selection Criteria	Evidence
1)	The Candidate 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 services subject to this procurement process.	<ol> <li>Copy of a proof of enrolment in a relevant trade or professional register.</li> <li>Appropriate licence to provide insurance services</li> </ol>

# 3. Selection Criteria LOT3\_ Employee Assistance Programme

As part of their Application, Candidates are requested to address each item/question below and supply the requested evidence in the correspondingly named and numbered way.

The selection criteria apply to the Candidate as a whole, i.e. a consolidated assessment of the combined capacities of all involved entities will be carried out.

Please note that for the purpose of the evaluation of the Applications, the ESM will assess the responses provided to the items set out below in this Section.

# **Economic and financial standing:**

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

Item Number	Selection Criteria	Requirements	Evidence
1)	The Candidate must prove sufficient past revenue.	Annual, global revenue of at least 50.000 euros in each of the last two (completed) financial years generated from the provision of services similar to the services set out in Annex 1 to this PQD.	A signed self-attestation from the Candidate. No specific template is requested by the ESM.

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# **Technical or professional ability:**

Candidates must comply with the following selection criteria in order to prove that they have the necessary technical or professional ability to perform the Contract.

Item Number	Selection Criteria	Requirements	Evidence
1)	The Candidate must prove experience in the field of Employee Assistance Programmes.	At least three years of relevant experience in the provision of services similar to the services set out in Annex 1 to this PQD.	A signed self-attestation from the Candidate confirming the ability to fulfil the requirements set out under this item. No specific template is requested by the ESM.
2)	The candidate must prove experience of working in English language.	The candidate must prove experience of working in English language.	A signed self-attestation stating a thorough knowledge of English for staff delegated to performance of this contract. No specific template is requested by the ESM

# Authorisation and suitability to carry out the relevant professional activity:

Candidates must comply with the following selection criteria in order to prove that they have the necessary authorisation and suitability to perform the Contract.

Item Number	Selection Criteria	Evidence		
1)	The Candidate 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 services subject to this procurement process.	<ol> <li>Copy of a proof of enrolment in a relevant trade or professional register.</li> </ol>		

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# **Annex 3: Other Required Information and Documents**

- 3.1. Cover certification form
- 3.2. Consortium declaration
- 3.3. Subcontractor commitment letter

Note: See the separate document with the above declarations

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