

Invitation to tender No. EMSA/NEG/7/2022

Accident insurance for non-statutory staff

1. Introduction

The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council¹ for the purpose of ensuring a high, uniform, and effective level of maritime safety.¹

EMSA is applying the environmental management systems ISO 14001:2015 and EMAS (Environmental Management and Audit Scheme of the EU), aiming to continuously improve its environmental performance. EMSA complies with all applicable legal requirements relating to the environment and endeavours to ensure that suppliers comply with its environmental policy within the remit of the activities carried out for the contract. EMSA invites tenderers to consult the document and consider it when preparing bids.

2. Objective, scope and description of the contract

EMSA intends to conclude a framework contract with an insurance company for the provision of insurance cover against the risk of accident or death for non-statutory staff at EMSA.

2.1 Definitions of the beneficiaries and description of the services

2.1.1 Beneficiaries of the insurance policy

Persons whose relationship with EMSA is established on the following basis may be beneficiaries of the policy through:

- a prior invitation sent to the visitor by EMSA in the context of business relations; or
- a contract entered into between the person and EMSA for a defined period.

More specifically, the two categories of beneficiary are as follows:

a) Beneficiaries requiring short-term cover for *ad hoc* visits:

- Job applicants,
- Visitors expressly invited or who have a professional link with EMSA,
- Experts or evaluators,
- Speakers.

b) Beneficiaries requiring medium/long-term cover:

- Administrative trainees,

¹ Regulation (EC) No 1406/2002 of the European Parliament and of the Council of 27 June 2002 establishing a European Maritime Safety Agency (OJ L 208, 5.8.2002, p. 1.).

- Seconded national experts.

The insurance premium will be established on the basis of the number of days to be covered per year for all categories of beneficiary.

One or more categories of beneficiary may be added in the course of the contract by means of an amendment to the framework contract.

2.1.2. Scope of insurance cover according to the category of beneficiary

The cover provided will depend on the type of beneficiary:

a) Beneficiaries requiring short-term cover for *ad hoc* visits

A short-term beneficiary is covered 24 hours a day, as of and during the round trip from their usual place of domicile or work (depending on what is specified in the letter of invitation) to EMSA and during the time they are present at EMSA.

The insurance policy must cover all costs arising from an accident and/or death which are not already covered by another insurance policy at the rate of 100% of the part which is not covered, according to the top-up coverage principle.

It must include cover for invalidity, death and repatriation of remains to the beneficiary's place of origin as defined in the invitation extended to the beneficiary by EMSA.

b) Beneficiaries requiring medium/long-term cover

Medium/long-term beneficiaries are covered 24 hours a day, 7 days a week. This policy will remain valid as long as the link between the person concerned and EMSA (as defined in point 2.1.1) exists, taking into account the specific nature of the categories as set out in that point.

The insurance policy must cover all costs arising from an accident and/or death which are not already covered by another insurance policy at the rate of 100% of the part which is not covered, according to the top-up coverage principle.

It will include cover for invalidity, death and repatriation of remains to the beneficiary's place of origin as defined when the contract was signed between the beneficiary and EMSA.

The cover will not extend to accidents or death occurring after the date on which the contractual link between the person concerned and EMSA has ceased to exist, unless it can be shown that the cause of death arose while the contract with EMSA was still in existence and resulted from the events described below.

An accident means any sudden occurrence, including a terrorist attack, adversely affecting the beneficiary's bodily or mental health, the cause or one of the causes of which is external to the victim's state of health and/or organism.

Benefits are not payable where the accident was caused intentionally by the beneficiary. No benefits will be payable to dependants of the beneficiary if they intentionally injure or cause the death of the beneficiary.

The following cases will, however, be regarded as accidents or death for the purposes of this cover:

- poisoning,
- infections, illnesses and injuries and any other consequences of the bites of animals or of the stings of insects,
- sprains, tears or lacerations and ruptures of muscles or tendons caused by exertion,

- the unexplained disappearance of a beneficiary if, on expiry of a period of one year and following an enquiry into the circumstances of the disappearance, the beneficiary is presumed dead, unless there are grounds for presuming that the death was not due to an accident,
- suicide,
- bodily or mental injuries sustained in an emergency or in self-defence or when saving human life or salvaging property,
- the consequences of assaults on or attempts on the life of the beneficiary, even in the course of strikes or disturbances, unless it is proved that the beneficiary participated of their own free will in the violent action in which they were injured, other than in self-defence, and
- the consequences of acts of terrorism affecting the beneficiary which result in bodily or mental injuries.

The above list is not exhaustive and may be supplemented by an amendment to the framework contract.

2.1.3. Benefits payable for both categories of beneficiary

2.1.3.1. Medical expenses

Medical expenses are reimbursed up to a maximum of EUR 7.500 per accident, after any medical insurance, national social security cover or other insurance policy covering the same expenditure has been taken into account.

2.1.3.2. Repatriation of remains

The costs of repatriating remain to the place of origin, as described below, will be fully covered by the insurance policy:

- Burial,
- Metal coffin,
- Cost of body bag and air filter,
- Transport costs (hearse, aeroplane etc.),
- Cost of extracts from the civil register,
- Telephone and telegram expenses and other costs arising from administrative formalities (provided that they are necessary for the transportation of the remains abroad),
- Cost of transporting the ashes to the place of origin (if the body was cremated at the place of death),
- Cost of the identification plaque (where there is a legal obligation necessitated by the transport of remains).

2.1.3.3. Expenses that are partially covered

The following expenses are partially covered by the policy:

- Cost of a wooden coffin up to a maximum of EUR 495,
- Cost of administrative formalities, capped at 50 %

2.1.3.4. Sums insured in the event of death or permanent (total or partial) invalidity

a) Death:

Payment of a lump sum totalling five times the annual salary of the beneficiary with a minimum corresponding to the salary of a Function Group (FG) I/1 member of the contract staff (as an indication, salary in July 2021: EUR 2,088.92/month x 12) and a maximum of EUR 185 000.

b) Total permanent invalidity:

Payment of a lump sum totalling eight times the annual salary of the beneficiary with a minimum corresponding to the salary of a Function Group (FG) I/1 member of the contract staff (as an indication, salary in July 2021: EUR 2,088.92/month x 12) and a maximum of EUR 300 000.

c) Partial permanent invalidity:

Payment proportionate to 8 times the annual salary of the beneficiary, calculated on the basis of the European physical and mental disability rating scale as a percentage of the sum payable in the event of total permanent invalidity, with a minimum corresponding to the salary of an FG I/1 member of the contract staff (as an indication, in July 2021: EUR 2,088.92/month x 12) and a maximum of EUR 300 000.

The beneficiary or their dependants must submit an official document certifying the amount of their annual salary.

2.1.4. Implementing arrangements

The contractor must set up a service to provide assistance to beneficiaries. It will manage the reception and processing of requests directly.

Accident declarations must be sent by the beneficiary or their dependants in accordance with the procedures laid down by the contractor within 15 days of the occurrence of the event.

The contractor must:

- Set up a technical assistance service to deal with claims covering English and Portuguese as a minimum in its communications with beneficiaries. It must also provide a specific accident declaration form,
- Provide an e-mail address and/or telephone number that can be communicated to the beneficiary and a leaflet (plain A4 format, if possible) describing the cover,
- Process claims within a maximum of two weeks,
- Make sure, where necessary and at its own expense, that all the necessary expert assessments are carried out to substantiate the facts in the event of litigation,
- Manage payments of benefits to beneficiaries or dependants within a settlement deadline of three weeks,
- Finalise claims lodged before the end of the contract after it has expired,
- Abide by the security rules in force in EMSA as regards the sending of e-mail.

2.1.5. Geographical area to be covered

The cover will be applicable anywhere in the world, from the time at which the beneficiary begins their visit, or carries out their duties or mission within EMSA, on condition that they are one of the beneficiaries referred to in point 2.1.1.

'Mission' is understood to mean any form of action or travel carried out by EMSA.

2.1.6. Limits on cover

1) Accidents will not be covered if they are due to the following causes:

- wilful involvement of the beneficiary in a brawl, except where it occurs in the course of or in connection with the performance by the beneficiary of their duties or on their way to and from work, when the beneficiary is set upon and placed in a position of self-defence, unless it is the inexcusable fault of the beneficiary,

- manifestly reckless acts committed by the beneficiary or their participation by means of motorised equipment in sporting contests, races and official trials,
- a blood alcohol level of the beneficiary who is the victim of an accident in excess of the limit authorised by the legislation of the country concerned in the case of accidents resulting from the driving or riding of any motor vehicle or bicycle, and of more than 1.4 mg/ml in the case of any other accident,
- the use by the beneficiary of drugs not prescribed by a doctor, except in case of error,
- the deliberate handling by the beneficiary of military arms or ammunition, except in an emergency,
- practice of the following sports regarded as dangerous (the list is not exhaustive): boxing; karate; parachuting; paragliding; bungee jumping; speleology; underwater fishing and exploration with breathing equipment including containers for the supply of air or oxygen; climbing cliffs or pinnacles of rock or mountain peaks other than on beaten tracks, except in an emergency, and subject to paragraph 2,
- a criminally punishable wilful act which has been the subject of a final sentence or immediate imprisonment. If that sentence has been passed in a third country, the exclusion from cover will apply only if the judicial proceedings guaranteed the fundamental rights of defence and if the same act would have been punishable by imprisonment under the law of the state of which the beneficiary is a national.

2) The exclusions referred to in paragraph 1 must be directly related to the aggravation of the risk(s) they cause.

3. Contract management responsible body

EMSA – Unit 4.1, in charge of Human Resources & Internal Support, will be responsible for managing the contract.

4. Project Planning

Not applicable.

5. Timetable

The estimated date for signature of the contract is August 2022.

6. Estimated Value of the Contract

The maximum budget available for this contract is EUR 15000 excluding VAT.

7. Terms of payment

Payments shall be issued in accordance with the provisions of the **draft contract** available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website (www.emsa.europa.eu).

8. Terms of contract

When drawing up a bid, the tenderer should bear in mind the terms of the draft contract.

EMSA may, before the contract is signed cancel the award procedure without the tenderers being entitled to claim any compensation.

9. Financial guarantees

Not applicable.

10. Subcontracting

If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners it shall indicate in its offer which part will be subcontracted, as well as the name and qualifications of the subcontractor or partner. It should be noted that the overall responsibility for the work remains with the tenderer.

The tenderer must provide required evidence for the exclusion and selection criteria on its own behalf and, when applicable, on behalf of its subcontractors. The evidence for the selection criteria on behalf of subcontractors must be provided where the tenderer relies on the capacities of subcontractors to fulfil selection criteria². The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria, the evidence provided will be checked to ensure that the tenderer and its subcontractors as a whole fulfil the criteria. However, the selection criteria may apply individually where it is relevant in view of their nature.

11. Requirements as to the bid

Bids can be submitted in any of the official languages of the EU. However, as the main working language of the Agency is English, bids should preferably be submitted in English and shall in particular include an English version of the documents requested under points 14.3, 14.4 and 14.5 of these specifications.

The tenderer must comply with the minimum requirements provided for in these specifications. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU of the European Parliament and of the Council.³

The tenderer shall complete the Tenderer's Checklist.

If the tenderer intends to either subcontract part of the work or realise the work in co-operation with other partners (Joint Offers) it shall indicate it in its offer by completing the form "Statement of Subcontracting / Joint

² To rely on the capacities of a subcontractor means that the subcontractor will perform the works or services for which these capacities are required.

³ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

Offer". This document is available on the Procurement Section / Calls for Tenders (Documents for tenderer) of EMSA's website (www.emsa.europa.eu).

The tender must be presented as follows and must include:

- a) A signed **cover letter** indicating the name and position of the person authorised to sign the contract, the bank account on which payments are to be made and the email address to be used for contacts during the procurement procedure.
- b) The **Financial Identification Form** completed, signed and stamped. This document is available on the Procurement Section (Financial Identification Form) of EMSA's website (www.emsa.europa.eu).
- c) The **Legal Entity Form** completed, signed by the person authorised to sign the contract and stamped along with the requested accompanying documentation, including recent proof of that authorisation (not more than one year old). This document is available on the Procurement Section (Legal Entity Form) of EMSA's website (www.emsa.europa.eu).

Tenderers are exempt from submitting the Legal Entity Form and Financial Identification Form requested if such a form has already previously been completed and sent either to EMSA or any EU Institution. In this case the tenderer shall simply indicate on the cover letter the bank account number to be used for any payment in case of award.

Part A: All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the points 10, 13 and 14.2 of these specifications (exclusion criteria).

Part B: All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the Economic and Financial Capacity (part of the selection criteria) set out under point 14.4 of these specifications.

Part C: All the information and documents required by the contracting authority for the appraisal of tenderers on the basis of the Technical and Professional capacity (part of the selection Criteria) set out under point 14.5 of these specifications.

Part D: All the information and documents required by the contracting authority for the appraisal of tenders on the basis of the Award Criteria set out under point 16 of these specifications.

Part E: Setting out the price in accordance with point 12 of these specifications.

12. Price

- a) Price must be quoted for Accident insurance for non-statutory staff and shall be a fixed price of the insurance premium per day of cover.
- b) Prices must be fixed amounts and non-revisable.
- c) Prices must be quoted in euro.
- d) Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Union, the latter is exempt from all duties, taxes and other charges, including VAT. This applies to EMSA

pursuant to the Regulation 1406/2002/EC. Therefore, price and the amount of VAT must be shown separately.

13. Joint Offer

Groupings, irrespective of their legal form, may submit bids. Tenderers may, after forming a grouping, submit a joint bid on condition that it complies with the rules of competition. Such groupings (or consortia) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a bid.

Each member of the group must provide the required evidence for the exclusion and selection criteria. The exclusion criteria will be assessed in relation to each economic operator individually. Concerning the selection criteria the evidence provided by each member of the group will be checked to ensure that the consortium as a whole fulfils the criteria.

If awarded, the contract will be signed by the person authorised by all members of the group. Bids from consortiums of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member or group.

14. Information concerning the personal situation of the tenderer and information and formalities necessary for the evaluation of the minimum economic, financial and technical capacity required

14.1 Legal position – means of proof required

When submitting their bid, tenderers are requested to complete and enclose the **Legal Entity Form** and requested accompanying documentation, available in the Procurement Section (Legal Entity Form) of EMSA's website (www.emsa.europa.eu).

14.2 Grounds for exclusion - Exclusion criteria

To be eligible to participate in this contract award procedure, a tender must not be in any of the exclusion situations listed in the Declaration of Honour.

For this purpose, the Declaration of Honour available on the Procurement Section of EMSA's website (www.emsa.europa.eu) shall be completed and signed.

14.3 Legal and regulatory capacity – Selection criteria

14.3.1 Standards / Prerequisites

The tenderer must have the legal and regulatory capacity to pursue the professional activity needed for performing the contract.

14.3.2 Evidence

Tenderers must prove that they have obtained the prior authorisation of the relevant supervisory authorities to carry out insurance activities in accordance with Article 14 of Directive 2009/138/EC of 25 November 2009 on the taking-up and pursuit of the business of insurance and reinsurance (Solvency II).⁴

14.4 Economic and financial capacity – Selection criteria

14.4.1 Standards / Prerequisites

- a) The tenderer must be in stable financial position and must have the economic and financial capacity to perform the contract.
- b) The tenderer must not be subject to EU restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU) substantially affecting the performance of the contract (e.g., asset freezes and/or a prohibition on making funds or economic resources available). The prohibition applies throughout the whole performance of the contract.

14.4.2 Evidence

- a) Not applicable. Declaration of Honour to be completed and signed.
- b) Self-declaration that the tenderer is not subject to restrictive measures (e.g., asset freezes and/or a prohibition on making funds or economic resources available) substantially affecting the performance of the contract.

Tenderers are exempt from submitting the documentary evidence if such evidence has already been completed and sent to EMSA for the purpose of another procurement procedure and the provided documents are up-to-date. In this case the tenderer shall simply indicate on the cover letter the procurement procedure where the evidence has been provided.

If, for some exceptional reason which EMSA 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 EMSA considers appropriate. In any case, EMSA must at least be notified of the exceptional reason and its justification in the tender. EMSA reserves the right to request at any moment during the procedure any other document enabling it to verify the tenderer's economic and financial capacity.

14.5 Technical and professional capacity – Selection criteria

14.5.1 Standards / Prerequisites

Tenderers must have the relevant technical and professional capacity to provide the type of services concerned by the contract in all international zones.

⁴ Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 of the business of insurance and reinsurance (Solvency II) (OJ L 335, 17.12.2009, pp. 1-155).

14.5.1 Evidence

A presentation of the tenderers, their areas of activity and their business structure, attesting to their capacity to offer worldwide insurance cover.

14.6 Declaration of Honour (DoH)

Please note that the tenderer shall provide information with regards its situation and on the natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control and beneficial owners.

Upon request and within the time limit set by EMSA, the tenderer shall provide the following evidence concerning itself, the natural or legal persons as listed under the first paragraph, and concerning the natural or legal persons which assume unlimited liability for the debt of the tenderer:

For the exclusion situations described in points (a), (c), (d), (f), (g) and (h) of the Declaration of Honour, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the tenderer showing that those requirements are satisfied.

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

The successful tenderer must provide the documents mentioned as supporting evidence before signature of the contract and within the deadline given by EMSA. This requirement applies to each member of the group in case of joint bid.

If the tenderer already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

15. Award criteria

The contract will be awarded to the tenderer who submits the lowest price, provided that it fulfils exclusion and selection criteria and satisfies the minimum requirements set in these specifications.

16. Rejection from the procedure

Contracts will not be awarded to tenderers who, during the procurement procedure, are in one of the following situations:

- A. are in an exclusion situation;
- B. have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;
- C. were previously involved in the preparation of procurement documents used in the award procedure where this entails a breach of the principle of equality of treatment, including distortion of competition that cannot be remedied otherwise.

17. Intellectual Property Right (IPR)

Please consult the contract for IPR related clauses.

If the results are not fully created for the purpose of the contract this shall be clearly pointed out by the tenderer in the bid. Information shall be provided about the scope of pre-existing rights, their source and when and how the rights to these rights have been or will be acquired.

In the bid all quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked (source publication including date and place, creator, number, full title etc.) in a way allowing easy identification.