



United Nations
Educational, Scientific and
Cultural Organization

**REQUEST FOR PROPOSAL – RFP
Services**

Ref: ICTP/HI/2018/04

(Please quote this UNESCO reference in all correspondence)

Date 27 February 2018

Dear Sir/Madam,

You are invited to submit an offer for a Medical Insurance Scheme in accordance with the present solicitation document.

The Request for Proposal (RFP) consists of this cover page and the following Annexes:

- Annex I Instructions to Offerors
- Annex II General Conditions of Contract
- Annex III Terms of Reference (TOR)
- Annex IV Proposal Submission Form
- Annex V Price Schedule Form
- Annex VI Vendor Information Form

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address **no later than COB 28 March 2018 - 16.00 hrs CET Rome**.

**UNESCO - Office of the Director
International Centre for Theoretical Physics**
Strada Costiera 11, 34151 Trieste, Italy
SEALED PROPOSAL - DO NOT OPEN
Ref: **ICTP HI/2018/04**
Closing Date and Time: **28 March 2018**

This letter is not to be construed in any way as an offer to contract with your firm/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO.

You are requested to acknowledge the receipt of this letter and to indicate whether or not you will be submitting a proposal. For this purpose, and for any requests for clarification, please contact Ms. Silvana Medica, ICTP Associate Procurement Officer, email procure@ictp.it.

For and on behalf of UNESCO

A handwritten signature in blue ink, appearing to read "Ulrich Singe".

Ulrich Singe
ICTP Trieste

ANNEX I – Instructions to Offerors

These instructions contain general guidelines and instructions on the preparation, clarification, and submission of Proposals.

A. INTRODUCTION

1. General

The purpose of this Request for Proposal (RFP) is to invite Sealed Proposals for professional services to be provided to the United Nations Educational, Scientific and Cultural Organization - UNESCO.

2. Eligible bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNESCO to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Proposal.

This bid is open to all national and international suppliers who are legally constituted, can provide the requested services.

Bidders are ineligible if at the time of submission of the offer:

- (a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (<http://www.ungm.org>) due to fraudulent activities.
- (b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council.
- (c) The bidder is excluded by the World Bank Group.

3. Fraud and corruption

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as "fraud and corruption":

- "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;
- "Fraudulent practice" is a knowing misrepresentation of the truth or concealment of a material fact aiming at misleading another party in view of obtaining a financial or other benefit or avoiding an obligation, or in view of having another party act to their detriment ;
- "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party ;
- "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- "Obstructive practice" means acts intended to materially impede the exercise of UNESCO's contractual rights of audit, investigation and access to information, including destruction,

falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.

- “Unethical practice” means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the [United Nations Supplier Code of Conduct](#)

UN Agencies have adopted a zero tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UNESCO contract shall be forwarded to the Office of Internal Oversight. Please refer to [how-to-report-fraud-corruption-or-abuse](#).

4. Cost of Proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal and UNESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. SOLICITATION DOCUMENTS

5. Contents of Solicitation Documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

6. Clarification of Solicitation Documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation's mailing address or fax or email number indicated in the RFP. UNESCO will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) may be sent to all prospective Offerors that have received the Solicitation Documents.

7. Amendments of Solicitation Documents

At any time prior to the deadline for submission of Proposals, UNESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, UNESCO may, at its discretion, extend the deadline for the submission of Proposals.

C. PREPARATION OF PROPOSALS

The offers received must include information in sufficient scope and detail to allow UNESCO to consider whether the company has the necessary capability, experience, expertise, financial strength and the required capacity to perform the services satisfactorily.

8. Language of the Proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNESCO shall be written in English. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by a translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the language as stated in the Solicitation Documents applies.

9. Documents Comprising the Proposal

The Proposal shall comprise the following components:

- a) Proposal submission form;
- b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- c) Price schedule, completed in accordance with clauses 10 & 11;

10. Proposal Form - Presentation of the technical proposal

The Offeror shall structure the technical part of its Proposal as follows:

10.1. Description of the firm/institution and its qualifications

(a) Management Structure

This Section should provide corporate orientation to include company's profile (year and country of incorporation – copy of certificate of incorporation), a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

The firm/institution should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should identify the person(s) representing the Offeror in any future dealing with UNESCO.

Offeror to provide supporting information as to firm's technical reliability, financial and managerial capacity to perform the services.

(b) Resource Plan

This Section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of the requirements, and any plans for their expansion. It should describe Offeror's current capabilities/facilities and any plans for their expansion.

10.2. Proposed Approach, Methodology, Timing and Outputs

This section should demonstrate the Offeror's responsiveness to the TOR and include detailed description of the manner in which the firm/institution would respond to the TOR, addressing the requirements, as specified, point by point. You should include the number of person-working days in each specialization that you consider necessary to carry out all work required.

For assessment of your understanding of the requirements please include any assumptions as well as comments on the data, support services and facilities to be provided by the beneficiary as indicated in the Statement of Requirements/TOR, or as you may otherwise believe to be necessary.

10.3. Proposed Personnel

In this section, the offeror should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications with reference to practical experience relating to specialization area of the project for each proposed staff. The complete CV's of proposed staff is to be submitted.

If applicable, this staffing proposal should be supported by an organigram illustrating the reporting lines, together with a description of such organization structure.

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system as provided in the TOR. All references to descriptive material and brochures should be included in the respective paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

11. Price Proposal

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in the Price Schedule sheet, the prices of services it proposes to supply under the contract, if selected.

12. Proposal currencies

Your separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in Euro.

13. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by UNESCO, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNESCO on the grounds that it is non-responsive.

14. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed and shall be signed by the Offeror or a person or persons duly authorised. A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

15. Payment

In full consideration for the complete and satisfactory performance of the services of the contract, UNESCO shall effect payments to the Contractor within 30 days after receipt and acceptance of the invoices submitted by the contractor for services provided.

D. SUBMISSION OF PROPOSALS

16. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

The inner and outer envelopes shall:

(a) Be addressed to UNESCO at the address given in the cover page of these Solicitation documents; and make reference to the "subject" indicated, and a statement: "PROPOSAL FOR SERVICES - DO NOT OPEN", to be completed with the time and the date specified pursuant to clause 17 of Instructions to Bidders.

(b) Both inner envelopes shall indicate the name and address of the Offeror.

The first inner envelope shall be marked **Technical Proposal** and contain the information specified in Clause 10 above, with the copies duly marked "Original" and "Copy".

The second inner envelope shall be marked **Financial Proposal** include the **Price Proposal** duly identified as such.

Note: If the inner envelopes are not sealed and marked as per the instructions in this clause, UNESCO will not assume responsibility for the Proposal's misplacement or premature opening.

17. Deadline for submission of proposals

Proposals must be received on or before the date and time specified on the cover page of these Solicitation Documents.

UNESCO may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*.

18. Late Proposals

Any Proposal received by UNESCO after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

19. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

E. OPENING AND EVALUATION OF PROPOSALS

20. Opening of proposals

UNESCO representatives will open all Proposals after the deadline for submissions and in accordance with the rules and regulations of the organization.

21. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNESCO may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

22. Preliminary examination

UNESCO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed evaluation, UNESCO will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. The determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNESCO.

23. Evaluation and comparison of proposals

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being opened and compared. The Price Component will be opened only for submissions that passed the minimum score of 70 % of the total points obtainable for the technical evaluation.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

LOWEST PRICE OF TECHNICALLY RESPONSIVE PROPOSALS

The price proposal of all offerors, who have attained minimum 70 % score in the technical evaluation, will be compared. ***The contract will be awarded to the firm/institution offering the lowest price.***

Technical evaluation criteria:

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise of Firm / Institution submitting Proposal	400			
2.	Proposed Work Plan and Approach	400			
3.	Proposed claims reimbursement mechanism	200			
	Total	1000			

F. AWARD OF CONTRACT

24. Award criteria, award of contract

UNESCO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for such action.

Prior to expiration of the period of proposal validity, UNESCO will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

25. Purchaser's right to vary requirements at time of award and to negotiate

UNESCO reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of services and goods specified in the RFP without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

UNESCO reserves the right to undertake further negotiations on the proposed offer.

26. Long term agreement (LTA)

At the end of the process UNESCO reserves the right to conclude a Long term Agreement with the selected company, which will be issued on the basis of the UNESCO General Conditions for Professional Services (see attached sample format).

The awarded contract will come into effect from 1 July 2018 for a duration of 2 years, renewable for another period of 2 years at the maximum. The prices will be fixed for the first 2 years. Prices may be adjusted thereafter, every year in case of renewal, at conditions that the offerors are asked to specify in their proposals.

ANNEX II – General Terms and Conditions for Professional Services

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNESCO. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNESCO.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with the performance of its services under this Contract. The Contractor shall refrain from any action, which may adversely affect UNESCO or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNESCO.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNESCO.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNESCO for all sub-contractors. The approval of UNESCO of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter-alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.1 Name UNESCO as additional insured;

8.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNESCO;

8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage. 8.4 The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNESCO against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNESCO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNESCO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At UNESCO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNESCO in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO OR THE UN

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNESCO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNESCO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its

responsibilities under this Contract, UNESCO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNESCO.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter-alia*, that UNESCO, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNESCO with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter-alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

23. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody.

24. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities subject to sanctions measures imposed by the Security Council and that the recipients of any amounts provided by UNESCO hereunder do not appear on the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267 (1989). The list can be accessed via: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

ANNEX III – Terms of Reference (TOR)

Please see attached Terms of Reference

ANNEX IV – Proposal Submission Form

TO: UNESCO

To form an integral part of your technical proposal

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the Proposal Closing Date as stipulated in the Solicitation Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name & title of Authorised
Signature:

Date:

ANNEX V – Price Schedule Form

GENERAL INSTRUCTIONS

1. The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in paragraph 16 (b) of the Instructions to Offerors.
2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex II, Clause 18.
3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed.
4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemise the amount requested and provide a time-schedule for utilisation of said amount.

Financial Proposal / Price Schedule				
Request for Proposal Ref:				
Total Financial Proposal [currency/amount]:				
Date of Submission:				
Authorized Signature:				
Description of Activity/Item		Rate per Day [currency/ amount]		

□

ANNEX VI – Vendor Information Form

General Information

Company Name:	
City, Country	
Web Site URL:	
Contact Person:	
Title:	
Phone:	
Email Address:	

Expertise of the Bidder

Line of Business, area of expertise:	
Type of business (manufacturer, distributor, etc):	
Years of company experience:	
Main export countries/area:	
Past Contracts with other UN organizations:	

References: Please provide at least three references including contact details for contracts for similar services to the one requested under this consultancy:

Organization Name/Country:	Contact person:	Telephone:	Email:
1.			
2.			
3.			

TERMS OF REFERENCE

RFP ICTP HI/2018/04

Background

The Abdus Salam International Centre for Theoretical Physics (ICTP) is a Category I Institute of UNESCO (the United Nations Educational, Scientific and Cultural Organization) based in Trieste, Italy. ICTP's mission is to foster the growth of advanced studies and research in physical and mathematical sciences, especially in support of excellence in developing countries.

ICTP provides coverage on international medical insurance to scientists (and their families) mainly from developing countries when attending ICTP organized events, in Trieste, Italy or abroad. This insurance is the subject of this 'Request for Proposal' (RFP).

The purpose of the health insurance coverage by ICTP is to grant reimbursement for medical treatment needed during the scientists' visits. In accordance with the Italian and European laws it is required to have medical insurance coverage for granting visas and permits of stay.

Objective of this solicitation

The scope of this RFP is to identify the best proposal for the provision of a Medical Scheme for scientific visitors, who collaborate with the scientific sections and/or participate to ICTP's training courses, meetings, conferences and other activities, organized in Trieste and abroad.

The RFP is open to insurance companies and insurance brokers, both categories are referred to as 'insurer' in this document.

The new Scheme should start from 1 July 2018 and can be covered by a UNESCO Long term Agreement for an initial duration of 2 (two) years, renewable up to 4 (four) years, as specified at art. 26 of Annex I of the RFP.

The number of visiting scientists (and family members) to be insured varies from year to year and is currently estimated at 3,000 - 4000 persons in a 12 months period. A large number of the participants stay for a period between 2 - 4 weeks. Another part of the visitors stays for a period of several months.

Essential scheme features

- The scheme should cover the cost of any private treatment from the initial consultation and diagnosis of a condition, through to hospitalization and surgery costs, where required and as detailed in the below section "Benefits of the Scheme";
- Direct billing capabilities for treatment requiring hospitalization to the hospital and specialists, to avoid the need for visitors to pay expensive hospital bills

upfront;

- Real time administration facility for insured visitors, providing complete transparency to ICTP regarding premium billing and claims paid;
- The operational language is English;
- Keeping in mind that many of the insured are from far away developing countries, the objective is to finalize claims and re-imburement payments before the departure from ICTP of visitors. Payments should be effected without any cost to the beneficiaries. Keeping in mind that some visitors do not have any bank account, the insurance provider must ensure to perform the payments to the visitor directly.
- The scheme should cover also cases of visitors whose arrival date falls within the period of validity of the policy but whose departure may extend also beyond such date for a period up to one year.

Benefits of the Scheme

All visitors are eligible for enrolment. Pre-existing conditions may not result in refusal of enrolment.

Guarantee A - cases of hospitalization

In case of hospitalization – including surgical intervention or not – in a public or private treatment centre, also in day hospital, or outpatient surgical intervention caused by sickness, injury, miscarriage or post-traumatic abortion, the company shall refund up to a maximum amount of € 56,000.00 per claim per annum per insured person, irrespective of the number of treatment, the following must be covered:

- a. For tests, diagnostic exams, therapies, treatment plans, physical therapy and rehabilitation, hospital stay fees, medical and surgical team bills, operating theatre fees and surgical equipment costs (including any implant used during surgery);
- b. For specialized medical examinations, tests, diagnostic exams, also carried out elsewhere from the treatment centre, up to 90 days prior to hospitalization with surgery or outpatient surgery, or hospitalization without surgery lasting more than 3 days, as long as being connected with the sickness or injury that caused the subsequent hospitalization;
- c. For care provided by physicians, diagnostic examination and tests, physical therapy and rehabilitation (as long as performed by healthcare operators holding a regular physical therapist diploma), as well as thermal care (not including hotel stay and travel expenses) occurring within 120 days after the last hospital stay with surgery or outpatient surgery, or hospitalization without surgery lasting more than 3 days, as long as being connected with the sickness or injury that caused the hospitalization.
- d. For conservative and/or surgical dental care, as long as resulting from an injury, up to €3,000.00 per claim per insurance year
- e. For medical care and treatment of new-born babies up to 30 days after birth caused by disease – congenital – or injury
- f. For natural delivery up to a maximum of € 3,000.00
- g. For transportation in case of hospitalization of the Insured with any vehicle equipped for healthcare purposes to and from the treatment centre, as well as between centres, up to a limit of € 2,000.00 per insurance year

- h. For transportation of the insured person to the airport or railway station in case of repatriation or return to the place of residence if the same person should not be able to use regular vehicles
- i. For repatriation of the body up to a maximum amount of € 2,000.00; if the insured party should be resident in Italy, transportation to the place of origin up to a maximum amount of €1,000.00
- j. For expenses incurred for the overnight stay of a person accompanying or assisting the Insured person up to € 3,000.00.

Guarantee B - case without hospitalization

The company shall refund, up to a maximum amount of € 1,100.00 per claim and per insurance year, with a 10% deductible amount charged to the Insured person with a minimum of € 20.00 per claim, the expenses incurred by the insured:

- a. For medical bills, tests and diagnostic and laboratory exams, drugs and pharmaceuticals – excluding cosmetic and personal hygiene products;
- b. Diagnosed by a physician and reported to the company and not falling under Guarantee A for physical therapy treatments ensuing injury – be it without hospitalization – up to € 300.00.

Exclusions & Treatment of existing medical conditions

The insurance policy shall not cover:

- a) Non-therapeutic and voluntary pregnancy termination
- b) Therapies of any kind against impotence, infertility or in vitro fertilization
- c) Intoxication following alcohol or hallucinogenic substance abuse as well as the nontherapeutic use of psychotropic drugs and narcotics
- d) Therapies and treatments to get rid of or correct physical defects and malformations already existing at the execution of the Contract
- e) Any dietary and aesthetic treatment (except for reconstructive plastic surgery interventions made necessary by an injury)
- f) Conservative and/or surgical orthodontic intervention (including implants) and periodontal diseases, except for the exceptions set out in Article 1, Guarantee A
- g) The purchase, maintenance and repair of prosthetic devices except for the exceptions set out in Guarantee A
- h) The consequences of the exposure to forms of artificial radioactivity
- i) Injuries occurred as a consequence of unlawful actions wilfully performed by the Insured person, whereas those caused by recklessness or negligence of the Insured person shall be covered
- j) Injuries caused by wars and upheavals; the guarantees, though, include injuries in connection with a state of war – be it undeclared – for a maximum period of 14 days from the beginning of the hostilities if and to the extent in which the Insured should be caught in the middle of a war while being abroad.
- k) Limited only to guarantee B, mental diseases and psychic disorders in general, including nervous diseases, anxious and/or depressive syndromes as well as any conditions connected with “nervous breakdown”
- l) Limited only to guarantee B, general care required by the acquired immune-deficiency syndrome (A.I.D.S.)
- m) Limited only to guarantee B, injuries caused by a state of drunkenness, being under the influence of narcotics or similar.

Territorial limits or the Insurance

The cover to be provided should apply throughout the world.

Historical Claims

The yearly number of inclusions is in the average of 2800 visitors for a total from about 65,000 to 80,000 days covered. The number of cases that resulted in a reimbursement in 2017 was around 186 with a total amount of around Euro 30,000, while in 2016 there were around 277 reimbursement cases for a total amount of around 50,000 euro paid.

Enrolment, claim management and settlement

ICTP should have access to an on-line administrative interface, provided by the insurer, which would allow ICTP to upload visitor's information on a daily basis, retrospectively (up to 1 week after the arrival at ICTP) or in advance.

This should be in real time updated onto the insurers system and actual visitor's details would be available to the insurer. The insurer shall not do additional checks regarding the persons to be insured, inclusion shall be automatic upon the uploading of data from ICTP. Premium calculations and adjustments shall be based on the uploaded exact details of the visitor and the visit. The sample file of the enrollments information that needs to be exchanged is provided in Annex A.

The cover normally includes the travel – ICTP will provide the proper period to be insured.

The insurer should provide:

- Evidence of the insurance for the specific visitor and the period on request to ICTP;
- A list of hospitals and specialists for which direct billing is agreed;
- Instructions to the visitor on what to communicate to doctors, specialists and hospitals regarding insurance coverage;
- Instruction on how to submit claims and what documentations to be provided;
- Confirmation that a claim has been received;
- Provide status updates;
- Provide information about settlements / payments;
- Provide a contact point for the visitors;
- Provide an account manager in order to manage the service and discuss day to day matters;

The company must indicate on whether the service will include an on-site desk or whether the service will be performed on a remote basis or a mixed mode.

The company should demonstrate that hospitalization in the Trieste area will be managed directly with the hospitals. The potential insurer is expected to have agreements with health care providers and facilities located all over the world to ensure direct billing in particular for inpatient hospitalization. If the diagnosis and treatment are covered under

the terms and conditions of the plan and the related expenses prove to be reasonable and customary, the insurers will be required to send a guarantee of payment to the care providers. In case of an urgent admission, the name and telephone number of the care provider should suffice to initiate the direct payment procedure.

Visitor can claim the reimbursement of medical expenses that are settled directly by them. Settlements of the reimbursements should be paid directly to the insured person, either with a cash re-imbusement or bank transfer/cheque. In exceptional circumstances when a cash/bank transfer payment is not possible, the providers should propose alternative payments options. The payments in this latter case should be at no cost for the beneficiaries.

The reimbursement should be made by the Insurers in the same currency as the payments made by the insured visitor. The reimbursement process should be guaranteed to start within 48 hours from receipt of satisfactory written evidence of claims. Claims must be settled preferably within one week thereafter and in exceptional cases up to 15 days. Interested companies are requested to indicate their best payment terms and options with their proposal, taking into consideration that most visitors are present at ICTP for short periods (1-4 weeks).

The company must provide to ICTP statistics over each period of 3 months with regards to the number of received claims, the value of all claims, the final settlements and the number of hours passed between receipt of the claim, the acceptance of the claim and the settlement of the payment.

Premium Payments

The Scheme premiums should be prorated on a daily basis.

A deposit premium may be granted upfront at the beginning of the year to ensure cover is in force and then would be adjusted following receipt of the list of visitors and visits every six months. Alternatively payments of premiums may be effected at the end of each month or on a quarterly basis based on the actual enrolments/coverage, as requested by interested bidders.

The standard UNESCO payment terms are by bank transfer net thirty (30) days after acceptance of Contractor's invoice and of the services/supporting documentation.

Bidders Eligibility/qualification/experience requirements

The interested companies should demonstrate to be highly experienced in providing group health insurance policies for international customers. The Offeror should provide in particular the following information:

- Documentation confirming the possession of an organizational and management

structure able to manage this contract (company organization, IVASS recognition to operate in Italy or equivalent body, performance indicators, financial reports with a sound recent financial track, quality certifications, etc.);

- At least three (3) references of satisfied customers with whom the Offeror has had similar contracts over the past three years. ICTP will have the right to contact these clients;
- Evidence of dedicated service teams for health insurance schemes at an international level;
- Detailed information about the direct accountability of local branches that would be assigned the follow up of the requested scheme.

NOTE FOR BROKERS: Proposal terms should include commission for brokerage service and the relevant percentage should be indicated in the quotation.

Minimum content of proposals

1. ANNEX IV – Proposal Submission Form signed by the legal representative of the participating company (please provide evidence).
2. ANNEX VI – Vendor Information Form
3. Bidders Eligibility/qualification/experience documentation, as outlined in the RFP.
4. A separate envelope including the Technical Proposal, describing among others, the proposed contract management, CV of proposed account manager with an indication of the English language skills.

The Technical proposal should make specific reference to the following points as outlined in the TOR above:

- Description of the functionality of the electronic interface to ICTP's legacy systems in order to transfer the data of visitors and the visits.
- Detailed description of the processes between company, ICTP and visitors related to any communication, communication of claims, claim management, claim settlement and payments;
- Description of the proposed reporting facilities and samples;
- Confirmation of the availability to start coverage from 1 July 2018 and for any eventual take-over from previous contractor;
- Confirm acceptance of UNESCO General Conditions of Contract.

5. A separate sealed envelope containing the Price Proposal ANNEX V – Price Schedule Form, with your commercial proposal in Euro, with a validity of minimum ninety (90) days, net of any taxes (such as Value Added tax as ICTP UNESCO is exempt from VAT in EU in accordance with EU Directive 2006/112/EC - article 151, general taxes, custom duties or fees).

H1 | 2018/04 - ANNEX A

	A	B	C	D
1	Group ID	40035	40035	40035
2	Policy ID			
3	Effective Date	03/02/2018	03/02/2018	03/02/2018
4	Cover End Date	17/02/2018	17/02/2018	17/02/2018
5	Insured Type	Expatriate	Dependent	Dependent
6	Surname	XXXXXX	XXXXXX	XXXXXX
7	First Name	XXXXXX	XXXXXX	XXXXXX
8	Date of Birth	28/08/1991	08/10/1991	30/09/1987
9	Sex	M	M	M
10	Preferred Language	English	English	English
11	Nationality	People's Republic of China	People's Republic of China	People's Republic of China
12	Marital Status	Single	Single	Single
13	Phone			
14	Email	XXXX@163.com	XXXX@163.com	XXXX@163.com
15	Address Line 1 (Postal code)			
16	Address Line 2 (Province)			
17	Address Line 3 (City & District)			
18	Address Line 4			
19	Country			
20	ICTP_Reference	99999999/V/0001034350	90000516/V/0001034350	90000517/V/0001034350
21				