

WORLD INTELLECTUAL PROPERTY
ORGANIZATION

世界知识产权组织



ORGANIZACIÓN MUNDIAL
DE LA PROPIEDAD INTELECTUAL

ORGANISATION MONDIALE
DE LA PROPRIÉTÉ INTELLECTUELLE

المنظمة العالمية للملكية الفكرية

ВСЕМИРНАЯ ОРГАНИЗАЦИЯ
ИНТЕЛЛЕКТУАЛЬНОЙ СОБСТВЕННОСТИ

May 16, 2008

Subject: **Request for Proposal (RFP) N° PCD/08/026 for the provision of accident, sickness and loss-of-earnings insurance for short-term employees, consultants, Special Labor Contract (SLC) holders, translators and interpreters for WIPO**

Dear Madam or Sir,

1. We are pleased to invite you to submit a proposal for the provision of accident, sickness and loss-of-earnings insurance for short-term employees, consultants, Special Labor Contract (SLC) holders, translators and interpreters for the World Intellectual Property Organization (WIPO) as described in the attached Terms of Reference (Annex I).
2. Your proposal could form the basis for a contract between your firm and WIPO. Should your proposal be selected, your firm will be required to sign a contract which must incorporate all of WIPO's General Conditions for the Purchase of Services shown in Annex II.
3. To enable you to submit a proposal, please find attached:
 - (a) Annex I: Terms of Reference (TOR), containing a description of WIPO's requirements and the medical insurance services being sought;
 - (b) Annex II: General Conditions for the Purchase of Services;
 - (c) Annex III: Schedule of Premium Payments;

/...

- (d) Annex IV: Officials-Not-to-Benefit and Third-Party Declaration;
and
- (e) Annex V: Acknowledgement Form.

4. This RFP is not to be construed in any way as an offer to contract with your firm/institution.

I. RFP SUBMISSION; MANDATORY INSTRUCTIONS

Content of Your Proposal

5. Your proposal shall be prepared in English.

Proposal Submission Format and Date

6. Your proposal shall be prepared in **duplicate** with one marked "Original" and the other marked "Copy". In the event of any discrepancy between them, the original shall govern.

7. The original and the copy may be put together in one envelope. The proposal shall be sealed in one outer envelope, as detailed below. The outer envelope must be addressed as follows:

RFP N° PCD/08/026: Provision of accident, sickness and loss-of-earnings insurance for short-term employees, consultants, Special Labor Contract (SLC) holders, translators and interpreters for WIPO

CONFIDENTIAL - NOT TO BE OPENED

Mr. Jaime Sevilla
Director
Procurement and Contracts Division
World Intellectual Property Organization (WIPO)
34, chemin des Colombettes
1211 Geneva 20
Switzerland

8. **Each outer envelope should be addressed as above. Envelopes which are not addressed properly risk being opened by the WIPO Mailing Service. In this event, WIPO will not be able to guarantee the confidentiality of your offer.**

9. **Proposals must be received by WIPO at the above address on or before Monday, June 30, 2008. Any proposal received after the deadline will not be considered.** WIPO may, at its discretion, extend the deadline for the submission of proposals in accordance with paragraph 10 below. **Facsimile proposals, E-mail proposals or proposals that are not duly signed are not acceptable and will not be considered.**

RFP amendments

10. WIPO reserves the right to modify/amend this RFP in any way it may deem necessary. RFP amendments, if any, will be published in WIPO's Procurement Web site (<http://www.wipo.int/procurement/en/pcd.html>). Please check this Web site regularly.

Officials-Not-to-Benefit and Third-Party Declaration

11. WIPO's Financial Rules and Regulations and WIPO's Procurement Procedures require that bidders shall provide a declaration of undertaking stating the following :

(a) no official of WIPO has received or will be offered by the Contractor any direct or indirect benefit arising from the contract or the award thereof;

(b) no third party has received or will be offered any improper benefit arising from the contract or the award thereof;

(c) the Contractor has not engaged the services of a third party to obtain improper influence within the tender process;

(d) the Contractor is aware of and agrees that the non-respect of these clauses will be considered a fundamental violation of the contract giving WIPO the right to declare the contract void and take any other appropriate legal action.

12. In light of the above, please sign and return Annex IV - Officials-Not-to-Benefit and Third-Party Declaration as part of your offer. WIPO reserves the right to reject offers that are not in conformity with paragraph 11 above, and this paragraph 12.

Required Validity of Proposal

13. You are requested to hold your proposal valid at least for 90 days from the deadline for submission. WIPO will make its best effort to select a firm within this period.

14. Please note that the cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable, nor can it be included as a direct cost of the assignment.

Vendor Queries

15. Queries concerning the technical, legal or commercial aspects of this RFP should be sent by E-mail, indicating as the subject **“RFP N° PCD/08/026 – for the provision of accident, sickness and loss-of-earnings insurance for short-term employees, consultants, Special Labor Contract (SLC) holders, translators and interpreters for WIPO”** to the following address:

procurementSB@wipo.int

16. Queries must be received by WIPO at the above addresses **on or before Monday, June 9, 2008**. A consolidated and anonymous list of all queries received, together with WIPO’s answers, will be published in WIPO’s Procurement Web site (<http://www.wipo.int/procurement/en/notices.html>). Please check this Web site regularly.

17. Due to the tight time schedule WIPO will not be in a position to respond to a second round of queries.

Letter of Acknowledgment and Intent to Bid

18. We would appreciate it if you could inform us of the following:

- (a) whether or not you intend to submit a proposal, and
- (b) name, fax number and E-mail address of a contact person,

by completing the Annex V - Acknowledgement Form, and returning it to us by fax at (+41-22)338-8210 or by E-mail at the address:

procurementSB@wipo.int

II. CONTENT OF THE PROPOSAL AND EVALUATION CRITERIA

Content of the Proposal

19. Your proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

19.1 Technical Component

- (a) Your firm's qualifications, experience and financial stability:

A brief description of your firm’s experiences and qualifications providing:

(i) A description of your experience in providing insurance services similar to those contained in this solicitation. This must include overall credentials in the areas of medical insurance and related services.

(ii) References to recent experiences on projects of a similar nature. This must include a summary listing of similar projects undertaken for other organizations and, as appropriate, the bidder's experience of undertaking such projects in the private sector, public sector and within the UN, its specialized agencies and/or national intellectual property offices.

You should also provide information that will facilitate our evaluation of your firm's substantive reliability and financial and managerial capacity to provide the services. This must include a summary financial position of your firm over the last three years. WIPO reserves the right to gather same information from any other source that may be deemed relevant.

(b) Your firm's understanding of the requirements for services:

This should be a summary of the bidder's understanding, in its own words, of the objectives and deliverables.

Include any assumptions, as well as comments on the definition of tasks, support documentation and proposed time schedules as indicated in the Terms of Reference and other annexes, or as you may otherwise believe to be necessary, acceptable or considered as standard business practice in the insurance industry.

(c) Proposed approach and methodology for carrying out the tasks related to the WIPO requirements.

(d) Scope of coverage of medical insurance services offered, including detailed terms, conditions, exclusions and restrictions or limitations.

Please provide all the above information, and those requested in the attached Annex I – Terms of Reference.

19.2. Financial Component

(a) Please see Annex III – Schedule of Premium Payments for instructions concerning the presentation of your financial offer. Your financial offer must be quoted in **Swiss francs** (excluding VAT). The firms are free to adapt the price/premiums schedule to their own commercial price structure. However, WIPO requests a clear breakdown of all cost-elements so as not to unduly delay the evaluation process.

(b) The said financial offer should not contain any clause linking those prices to any future fluctuation of the exchange rate between the Swiss francs and another currency for the services indicated under the Terms of Reference (see Annex I).

(c) The financial offer will be valid only if duly signed by an official representative of the firm (see signature requirement indicated in Annex III).

Evaluation Criteria

20. The evaluation of the proposals received by WIPO will be undertaken on the basis of all the information requested in this RFP and of the customer reference checks based on information provided by the firms in their respective proposal.

21. The key criteria on which the evaluation of the proposals will be based upon are:

- (a) Your firm's qualifications, experience and financial stability;
- (b) Your firm's understanding of the requirements for services;
- (c) Proposed approach and methodology for carrying out the tasks related to the WIPO requirements;
- (d) Overall risk analysis;
- (e) Scope of coverage offered including terms, conditions, exclusions and restrictions or limitations;
- (f) Quality and thoroughness of the proposal; and
- (g) Price and other financial terms and conditions.

The above criteria are provided for information purposes only and are not ranked by importance.

III. TERMS OF THE CONTRACT

22. The contract will be for an initial period of one year, renewable annually, up to a maximum period of five (5) years, subject to WIPO exigencies, and complete and satisfactory performance of Contractor's services.

IV. ADDITIONAL INFORMATION

23. WIPO is not bound to select any of the firms submitting proposals. The procurement contract shall be awarded to the qualified firm whose proposal, all factors considered, including value for money, is evaluated to be the most responsive to the requirements set forth in the solicitation documents.

24. Please also note that should your firm be awarded a contract following this RFP, it shall be responsible for requesting and obtaining all visas, authorizations or permits that may be required for the personnel, if any, that your firm proposes to assign to work within WIPO premises in connection with the execution of the contract. WIPO will assist you, on request, in providing an individual "Attestation" indicating the following information:

- (a) The number of the awarded contract and the name of the awarded firm;
- (b) The name(s) of each of the firm's personnel assigned to work within WIPO premises, together with his/her passport details; and
- (c) The expected duration of the appointment.

V. TAX EXEMPTION

25. WIPO is one of the specialized agencies of the United Nations system of organizations with which Switzerland has reached a headquarters agreement allowing fiscal exemption from value added tax (VAT), as well as taxes and custom duties. The relevant documents will be sent to the selected firm at the time of awarding the contract.

VI. DISQUALIFICATION OF PROPOSALS*

26. Your proposal shall be disqualified if:

- (a) Your proposal is late;
- (b) Your proposal is sent by fax;
- (c) Your proposal is sent by E-mail;
- (d) Your proposal (including the financial offer in Annex III) is not signed*;
- (e) Your proposal did not include the Official-Not-to-Benefit Declaration or the Declaration was unsigned*;

- (f) Your proposal did not include a formal requirement that was stipulated in the tender.

*Disqualification will occur if bidder refuses to promptly reply to notice from WIPO that the proposal or Annexes were not signed.

VII. REJECTION OF PROPOSAL

27. WIPO reserves the right to reject any or all proposals that are not in conformity with the requirements of this RFP.

VIII. CANCELLATION OF TENDER

28. WIPO reserves the absolute right to cancel all calls for tender up to the moment of the award of the contract. All invited firms will be informed if cancellation occurs.

Yours sincerely,

[signature on file]

Jaime Sevilla
Director
Procurement and Contracts Division

NOTICE OF CONFIDENTIALITY

This Request for Proposals contains WIPO information that is confidential, and is intended strictly for the use by the Officials of WIPO and/or the named recipient hereof. ANY UNAUTHORIZED DISCLOSURE, COPYING, DISTRIBUTION OR OTHER USE OF THE INFORMATION HEREIN IS STRICTLY PROHIBITED. If you have erroneously received this document, please notify WIPO immediately. Thank you.