



April 7, 2009

Subject: **Request for Proposal (RFP) N° PCD/09/022 for Accident Insurance (including evacuation and repatriation) for Staff Members and Dependants of the World Intellectual Property Organization (WIPO)**

Dear Sir or Madam,

1. We are pleased to invite you to submit a proposal for Accident Insurance (including evacuation and repatriation) for Staff Members and Dependants of 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 shall incorporate WIPO's General Conditions for the purchase of services found in the attached Annex IV.

If you have any questions concerning WIPO's mandatory clauses, these questions should be submitted as queries in accordance with paragraphs 15 and 16 below.

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 for which these services are being sought;
 - (b) Annex II: *Accident Insurance Administrative Manual*
 - (c) Annex III: *Statistics on insured persons and on payments of benefits*;
 - (d) Annex IV: *WIPO's General Conditions for the Purchase of Services*;
 - (e) Annex V: *Schedule of Premium Payments*;

- (f) Annex VI: *Non-disclosure Agreement for Non-Treaty Data Access by Member States and External Users*;
- (g) Annex VII: *Officials-Not-to-Benefit and Third-Party Declaration*;
and
- (h) Annex VIII: *Acknowledgement form*

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

I. RFP SUBMISSION: INSTRUCTIONS FOR COMPLETION

4. Your proposal shall be prepared in English.

Proposal Submission Format and Date

5. 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.
6. 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/09/022: Accident Insurance (including evacuation and repatriation) for Staff Members and Dependants of the World Intellectual Property Organization (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

7. **Please note that for security reasons all envelopes that are not addressed in accordance with the above-mentioned instructions are likely to be opened by WIPO Security and, consequently, in such event, WIPO disclaims any responsibility for maintaining the confidentiality of the bid.**

8. **Proposals must be received by WIPO at the above address on or before Monday, May 25, 2009. 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.**

WIPO's General Conditions for the Purchase of Services

9. Please initial each page of Annex IV – *WIPO's General Conditions for the Purchase of Services*, and sign and return Annex IV as part of your offer. WIPO reserves the right to reject offers that are not in conformity with this instruction.

RFP amendments

10. WIPO reserves the right to modify and/or 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 VII - *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 paragraphs 11 and 12.

Required Validity of Proposal

13. You are requested to hold your proposal valid at least for 120 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/09/022**” to the following address:

procurementSB@wipo.int

16. Queries must be received by WIPO at the above addresses **on or before Monday, April 27, 2009**. 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.

Acknowledgment Form 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 attached Annex VIII - *Acknowledgement Form* and returning it to us by fax at (+41-22) 338 82 10 or by e-mail at the following address:

procurementSB@wipo.int

II. CONTENT OF THE PROPOSAL AND EVALUATION CRITERIA

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

Technical and Service Components

(a) Your firm's qualifications, experience, financial stability and managerial quality level providing:

(a.1) 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 accident insurance and related services. Should your offer include a Third Party Administrator the above applies to him/her as well;

(a.2) References to recent experiences on projects of similar nature. This must include a summary 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 United Nations, its specialized agencies and/or national intellectual property offices.

(a.3) Information should be provided to facilitate WIPO's evaluation of your firm's substantive reliability and financial and managerial capacity to provide the services. This must include:

Financial stability components

(i) A summary of the financial position of your firm over the last three years, and

(ii) A copy of the present rating of your company as an insurance risk carrier by a recognized International Rating Agency, preferably with Standard & Poor's, or equivalent, such as Moody's, AM Best or FitchRatings.

Risk Management components

(iii) Written confirmation that your company has implemented the standards of corporate governance and compliance as required by the laws of your country of incorporation and/or the standards of the international financial services industry and that written procedures as well as defined

managerial responsibilities at senior level have been set up to this effect;

(iv) Written confirmation that a risk management function and a risk management plan as well as a contingency plan have been set up within your company providing for adequate risk identification, risk assessment and risk control;

(v) Written confirmation that your company has implemented adequate procedures to insure IT data integrity and safeguard supported by a business continuity/disaster recovery plan

The same criteria apply to a Third Party Administrator with the exception of the rating requirement.

(vi) Information whether your company and/or the Third Party Administrator has obtained an **ISO 9001 certification** concerning its internal management procedures relative to claims handling.

(vii) The contract will be placed with a single Insurance Company excluding any co-insurance agreement.

(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 the tasks, support documentation and proposed time schedules as indicated in the Terms of Reference (see Annex I) 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 accident insurance services offered, including detailed terms, conditions, exclusions and restrictions or limitations.

Financial Component

20. Your financial offer must be quoted in **Swiss francs** (excluding VAT) and in accordance with the attached Annex V – *Schedule of Premium Payments*. Your 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).

21. **In addition, your financial offer shall have a cover letter wherein your firm/institution's authorized representative confirms and signs the financial offer and the period of its validity.**

22. The financial offer, duly signed, shall be provided, fulfilling the attached Annex V – *Schedule of Premium Payments*. Invited companies 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.

23. WIPO reserves the right to reject all offers that are not in conformity with the requirements stipulated in paragraphs 20 to 22 above.

Evaluation Criteria

24. 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.

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

- (a) Your firm's qualifications, experience and financial and management standing;
- (b) Your firm's understanding of the requirements for services, its ability to provide first quality service, and its capacity to ensure a smooth transition from the present insurer and third party provider to your own organization thus guaranteeing continuity of service to WIPO and the insured without disruption
- (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;
- (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

26. The contract will be concluded for an initial period of one (1) 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.

27. The annual renewal negotiations should be concluded by 15th December for inception at 1st January of the following year. In case the contracting parties do not reach a renewal agreement, the contract is automatically prorogated until 31st March of the following year in order to allow WIPO to launch and conclude a request for proposals.

IV. ADDITIONAL INFORMATION

28. Please note that WIPO is not bound to select any of the firms submitting proposals. The procurement contract shall be awarded to the qualified bidder 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.

V. TAX EXEMPTION

29. Please also note that 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

30. 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 is not signed*;
- (e) Your proposal did not include the *Officials-Not-to-Benefit and Third-Party* declaration, or the declaration was unsigned, or your proposal

did not include a signed copy of *WIPO's General Conditions for the Purchase of Services**;

- (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 its Annexes were not signed.

VII. REJECTION OF PROPOSAL

31. WIPO reserves the right to reject any or all proposals that are not in conformity with the requirements described in this document.

VIII. CANCELLATION

32. WIPO procedures for procurement allow WIPO the right to cancel the tender at any time before the award of the contract. All participants in the tender 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.