

Responses to clarifications: RFP/2019/11

1. We note the extended deadline for submission of the tender. Could you please consider an extension to the requests for clarification from bidders deadline until Friday 3rd May?

Clarifications can be requested not later than 4 working days before the 30 May 2019 deadline for submitting proposals, that is not later than close of business on 26 May.

2. Please provide a full census in editable format please to include DOB, gender, location, nationality, occupation, salary for members and any dependents.

List provided by HR on 12.05.2019

3. Please advise who the current insurer is.

Cannot be disclosed

4. Please advise if there is an applicable budget allocated.

Yes, there is but cannot be disclosed

5. What would be the applicable Law of the Contract? What would the jurisdiction?

The applicable law will be general principles of international commercial law and disputes will be settled by arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining (see article 20 of the General Terms and Conditions for Professional Services attached to the RFP). The place of arbitration shall be determined by the arbitrators having regard to the circumstances of the case (see article 18 of the UNCITRAL Arbitration Rules).

6. Who are considered the “staff members” eligible for insurance?

Staff members of the IRENA Secretariat who serve under a letter of appointment subject to the IRENA Staff Regulations and Staff Rules and have been appointed by the Director-General under Article XI of the IRENA Statute. (See Staff Regulation, attached, 1.2 of the Staff Regulations and Staff Rules contained in ST/Directive/2017/1 attached to this RFP)

7. What would be the ranking hierarchy between the contract drafted by AWP H&L and the internal documents provided by IRENA (The Directive Compensation – Section 3-B, The General

Terms and Conditions for Professional Services – Section 4, Terms of Reference (TOR) –Section 3-A).

Order of Prevalence would be as follows:

- a) ST/Directive/2012/1 as it be may revised;
- b) The Terms of Reference;
- c) The General Terms and Conditions for Professional Services attached to the RFP, except for:
 - clauses 4, 5, 9, 10, 12, 14 and 15;
 - clauses 19(a) and (b) which will be replaced by the termination provisions referred to in the answer to question 15;
- d) The contract document signed by IRENA and the selected offeror.

8. In regards to taxes: Are there any taxes that need to be considered? If so, which ones and by which party need to pay these taxes?

It is the responsibility of offers to verify what their tax liability would be.

It is our understanding that countries usually do not charge taxes, such as VAT, included in the price to be paid on goods or services supplied to a buyer in another country (in the EU case to a buyer in a non-EU country).

In the UAE and Germany, IRENA pays taxes included in the prices charged on goods and services, subject to reimbursement by the local authorities.

IRENA requests that prices be quoted exclusive of taxes in the proposals. In case offerors consider that any taxes are payable by IRENA, they should separately indicate the prices including taxes and the tax names, rates and amounts.

9. Could the premiums be revised during the time frame of the contract?

Cannot be revised during the initial one-year period of the contract or any one-year renewal period thereof.

10. Could the premiums be revised during the renewal of the contract?

Premiums for a renewal period can be negotiated when discussing contract renewal. Once agreed upon, the premium cannot be revised during the renewal period (see answer to question 9).

11. Please advise if IRENA are able to make payment internationally, outside of Abu Dhabi (for example make premium payment to Ireland).

Yes

12. Is the contract renewable? if so, what are the requirements for the renewal of the contract?

Contract term is one-year, renewable by IRENA on an annual basis up to a total of four years, subject to satisfactory performance and agreement on the premium for the renewal period.

13. Do you have a process in regards to the management of the claims?

Please refer to Section 7 - ST/Directive/2012/1 attached to this RFP

14. What is the geographical scope of coverage for this policy?

Worldwide

15. Can both parties terminate the contact? If so, what will be the circumstances and/ or the requirements for doing such?

IRENA will have the right to terminate the contract effective on the expiration of its initial one-year term and of any one-year renewal period with 2 months prior notice to the Contractor.

The Contractor will have the right to terminate the contract effective on the expiration of its initial one-year term and of any one-year renewal period with 3 months prior notice to IRENA, in case the parties fail to agree on the premium for the renewal period. The requirement for 3-month notice in this case is because IRENA needs at least this time to re-bid the requirement and have a new contract in place).

Either Party will have the right to terminate the contract upon written notice:

- i) In case of a material breach that is not cured within 30 days after receipt by the breaching party of written notice from the non-breaching party, or for which reasonable steps to cure the breach are not taken and diligently pursued by the breaching party in case the breach cannot reasonably be cured within 30 days;
- ii) Upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts if such proceedings have not been dismissed within 60 days;
- iii) Upon the other party making an assignment of the benefit of creditors;
- iv) Upon the other party's dissolution or ceasing to conduct business.

16. What is the process in terms of Data Protection and Data transfers?

The contract will include provisions to the effect that:

Data provided by IRENA are to be used only for performance of the contract and are not to be sold, transferred or rented to any third party.

Such data may be shared with insurer's subcontractors or service providers strictly to the extent reasonably necessary for the performance of the contract, provided that such subcontractors and service providers are contractually required to protect and secure the data and return them to the insurer or destroy them upon their no longer requiring them to provide services to the insurer necessary for performance of the contract

Such data are to remain stored within the European Union or other countries designated by the European Union as providing an adequate level of protection of personal data.

17. What is the loss record for the past 5 years (3 years would potentially be adequate if 5 years not available)

No claim or loss since promulgation of Directive ST/Directive/2012/1

18. The claim payments appear to be determined by the Agency. Would Insurers have the opportunity to evaluate and agree the validity of claims submitted?

The determination will be made by IRENA consistent with the provisions of Directive ST/Directive/2012/1 and the relevant provisions of the Terms of Reference, after consideration of comments or suggestions that may be made by the insurer.

19. How would claims be settled? Would Insurers be liable for making payments to beneficiaries on a long-term basis directly (monthly, yearly, quarterly)? Would a lump sum payment for eligible beneficiaries be an option? Or – would the Insurers be expected to re-imburse the Agency for payments made / incurred in a given policy year?

IRENA will make payments to beneficiaries and the insurer will reimburse IRENA on a quarterly basis

20. Is there currently a policy in place? If so is any general information available on the operation of the policy Insuring clauses.

IRENA has a policy in place that currently covers the exposures mentioned in the tender document.

Is IRENA entitled to the same privileges and immunities as the UN Secretariat and the recognised Specialized Agencies of the UN? [see answer to question 61.](#)

Does the host nation grant waivers for procurement of Insurances and any tax that may be due on Insurance premiums?

On tax:

[see answer to question 8.](#)

On the possibility of direct quotations from international insurers:

It is our understanding that quotations can be directly provided by international insurers, since the policy would not involve the provision of services locally to the staff or transactions with local service providers. IRENA would pay the staff members' entitlements, and the Insurer would reimburse IRENA (see answer to question 19).

Offerors are responsible for verifying compliance with applicable legal requirements.

21. What is the value of cases over \$10k from prior 3 years

No claim since the promulgation of Directive ST/Directive/2012/1.

22. Can the premium be increased if the policy performs poorly i.e. Net LR above 100% ((Paid claims + Reserves) / (Gross written premium – Administration fees))

See answers to questions 9 and 10.

23. Could you please confirm that the start date is August 1st, 2019?

Yes. We confirm

24. Will our medical advisor be able to review awards of compensations made by the advisory committee and Director-General?

The insurer will have the opportunity to comment on the claim within ten days from receipt of the claim.

The Director-General will, after consideration of the Insurer's comments if any, determine whether the staff member is entitled to compensation and the amount of the compensation, consistent with Directive ST/Directive/2012/1 and the relevant provisions of the Terms of Reference.

The Director-General's decision will not be subject to review.

25. Copy of the expiring contract documents

Cannot be disclosed

26. Last 5 years claims experience

No claim since the promulgation of Directive ST/Directive/2012/1.

27. Example of how claims are calculated - a couple of examples would be great i.e. if an employee died at age 40 i.e. if an employee was off work for 6 months – please show the calculation using the scales provided.

Please refer to the provisions specified in the Directive attached to this RFP

28. Confirmation of placing structure – is it a reinsurance? If so who are the current fronting insurer?

We cannot provide this information.

29. Confirmation of how the steps system works on the Pensionable remuneration for staff scale – which employees are at which step?

For General Service staff increments are granted annually. For Professional staff the grades P1-P5 increments are granted annually up to step VII, and biennially thereafter.
For the D-1 level, increments are granted annually up to Step IV and every other year thereafter. At the D-2 level, all steps are granted biennially.

30. Expiring premium or percentage of total insurance portfolio.

Cannot be disclosed

31. What is the difference between the 'Professional Salary Scale effective 1 January 2019 & Professional Pensionable Remuneration scale effective 1st February 2019?

The premium for this insurance should be based on the relevant Pensionable Remuneration

32. Is it possible to split employees by location and office?

This info was provided within the census data

33. Is a travel pattern available?

No

34. What is the logic behind the USD 100,000,000 and USD 50,000,000 event limit?

We would like to seek options from the market, in order to select one that would meet our requirements. These numbers are designed to capture the unlikely event that a large number of staff are impacted at the same time or in one event.

General questions:

35. Can you confirm that from 2009 to now (1st semester 2019) the provision of services to provide compensation to the staff members in the event of death, injury & illness attributable to the performance of official duties has been made in a self-insurance way?

Self-insurance until 2015.

36. Could we get history of claims since the beginning or at least over the last 5 occurrence years period (over the period 2014 - 2018) with following detailed data = amount of each claim paid ("lump sum" or "annuity purchase capital (=capital constitutif de rentes)"), date of occurrence, nature of claims etc...

No claim since promulgation of Directive ST/Directive/2012/1.

37. What would be the initial duration of the policy? Is there a minimum period for coverage?

See answer to question 12.

In "Document Section 4. General Terms & Conditions for Professional services - paragraph 19" it is said: "The Agency may terminate the Contract in whole or in part and any time, upon 30 days notice of termination to the Contractor" => does it mean that in practise the policy could be terminated at any time?

On the opposite, what would be the terms of termination if initiated by the Insurer? We would suggest that the policy may be terminated by a party or another at the anniversary date.

See answer to question 15

38. Could you precise the terms related to any change in premium rate? Do you consider as possible the annual evolution of premium or do we have to consider that premiums need to be fixed over a certain period and if yes, what is the minimum period to be considered?

We consider that the premium should be valid for one year. Before the renewal for the following year, premiums can be discussed and negotiated.

See answers to questions 9 and 10

Questions – Census Data:

39. Could we get more detailed information on existing population to be covered?

List of detailed data needed (per employee):

- Date of birth of employee
- Gender
- Family status (single, married, divorced, widow(er), partner)
- Date of birth of spouse (if any)
- number of child(ren) (if any)
- Date of birth of each child (if any)
- country of assignment (UAE, Germany, USA)

- Annual pensionable remuneration incl. allowances per employee (or at least, Annual pensionable remuneration incl. allowances on average per Position level) The

The information considered relevant has been provided within the census data

40. Regarding Professional population, can you confirm that the document "4. Professional-Pensionable-Remuneration-scale-effective 1 February 2019.pdf" is the only one to be considered, as the other one (5. Professional salary scale effective 1 January 2019.pdf) does not deal w/Pensionable remuneration

Yes confirmed

Questions - Benefits:

41. Can you precise if we are supposed to cover the following expenses (or if they are supposed to be taken into account only by the Agency)?

-> a reasonable amount for the preparation of the remains & funeral expenses

-> expenses of return transportation of the deceased staff member and his dependents (repatriation & evacuation)

-> all reasonable medical, hospital & directly related costs

Please refer to the Directive attached to this RFP

See also answer to question 52

42. Can you precise what are the reasons of termination of coverage re Death and Disability? (ie only termination of working contract? / age limit? / retirement? / other reasons?)

Please refer to the Directive attached to this RFP

Entitlement to compensation under Directive ST/Directive/2012/1 ceases upon the expiration or termination of the staff member's contract of employment, except in case of death, injury or illness attributable to the performance of official duties incurred before expiration or termination of the contract.

43. Total or Partial Disability = can you confirm that a waiting period of 1 year will be set up before the intervention of the insurer? (as indicated in Document "Section 3.B IRENA Direction Compensation Death & Disability" see Section 6.2 (b) (ii) and Section 6.3 (b)

Can we get a precise definition of "Partial Disability" as in some cases it means possible return to work and in other cases, no possible returns

For Partial disability = If no possible return to work, would the compensation be different from a total disability?

Please refer to the Directive attached to this RFP

44. Permanent disfigurement or permanent loss of a member or function: can you confirm that reasons could be not only accidental but also of an illness origin?

Please refer to the Directive attached to this RFP

Other Questions:

45. Risk mitigation allowance: 4% of gross premiums up to \$10,000 (cf Doc 1: Financial proposal form) => Can you precise what it means?

This is to establish a general framework for credit risk management for the financial proposal.

46. Exclusions:

Beside exclusions mentioned in Doc "Section 3B IRENA Direction compensation Death& Disability" in Section 4, can you precise if it is possible to add the following exclusions

=> Active war

=> Active terrorism

=> Amateur sports and winter sports in competition

Only Amateur sports and winter sports in competition can be added as exclusion

Service Delivery Questions:

Please confirm any specific language requirements for service delivery

English

47. Please confirm number of claims per year over the past three years

No claim since promulgation of Directive ST/Directive/2012/1.

48. Please confirm call volume (from insured staff members) per year for the past three years.

None

49. Please confirm email query volume (from insured staff members) per year

None

50. Please confirm whether insured staff members currently have a member ID card / direct billing card to facilitate access to medical care in the event of medical treatment / costs required in relation to the benefits provided under the service-incurred death & disability plan.

See answer below

51. Please confirm how the interface with any existing health insurance plan for IRENA staff members works i.e. are costs related to the provision of eligible medical treatment under the service-incurred death & disability plan typically received via the insurer / provider for the main health insurance plan?

Staff members do not hold a member ID card / direct billing card for medical care in the event of medical treatment/costs in relation to the benefits provided under the service-incurred death & disability plan.

Medical treatment/costs arising from death, injury or illness attributable to the performance of official duties on behalf of IRENA will be covered under the death & disability plan. Otherwise will be covered under the medical insurance plan.

Section 8: Technical Proposal

52. Technical Proposal Q 2.4: Where a TPA responds in conjunction with an insurer, is the insurer considered to be a sub-contractor?

IRENA would like to contract with an insurer.

53. - Section 5.2 (c) : Could we have an idea of how many employees because of the dependence of a father/mother/brother/sister benefit from this specific allowance ?

No claim since promulgation of Directive ST/Directive/2012/1.-

54. Section 6.3 (c) : Could you precise how many cases of partial disability you encountered during the last occurrences ? Could we have more information on what represents on average the difference between his salary rate before reassignment and the one at which he is reassigned?

No claim since promulgation of Directive ST/Directive/2012/1.-

55. Section 6.5 (a) et (b) : Could we have an idea of how many employees benefit from these compensations ? Can you precise if these compensations are supposed to be paid by the Agency or by the Insurer? None

No claim since promulgation of Directive ST/Directive/2012/1.

See answer to question 19

56. - Section 6.6 : Could you precise how many employees (if any) have benefited from a lump-sum payment instead of ?

No claim since promulgation of Directive ST/Directive/2012/1.

57. Details on census (following what has been sent on May 12th 2019)

Could we get additional data per employee : ie gender / marital status / number and age of each child / age of spouse ?

Relevant information was provided

58. - Could you precise on average the frequency and duration of missions abroad (ie out of the duty station)?

We have around 80 staff who travel frequently throughout the year and stay no mission between 3-5 days

59. - Could you confirm that no one is employed in the US duty station?

One staff member is based in the US

60. - Could you precise what is supposed to be the maximum age for enrollment as 6 employees are over their 65th birthday ? Is there a termination age or do they stop being covered once getting retired ?

No maximum age. (IRENA doesn't have a retirement age

61. - Could you precise if all the employees practically benefit from a special status re privileges & immunities (ie are they considered as diplomatic staffs)?

See the following documents:

Section 19 of the Headquarters Agreement between the UAE Government and IRENA

(<http://www.irena.org> search for headquarter agreement)

Article 13(4)(a) and (b) of the Agreement between the Federal Republic of Germany and IRENA concerning the seat of the IRENA Innovation and Technology Centre read as follows:

“(a) The Director-General shall be accorded the privileges, immunities, exemptions and facilities as are accorded in the host country to heads of missions according to the Vienna Convention on Diplomatic Relations and

“(b) The Director of the IITC shall be accorded the privileges, immunities, exemptions and facilities as are accorded in the host country to members of the diplomatic staff of a mission according to the Vienna Convention on Diplomatic Relations.”

Section 20 of the Agreement on privileges and immunities for IRENA, to which Germany, Ireland, Poland and Spain are parties, reads in part as follows:

“... the Director-General of the Agency, including any official acting on his behalf during his absence from duty, shall be accorded in respect of himself, his spouse and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic agents, in accordance with international law.”

National legislations may contain provisions relevant to the status of IRENA officials.