

# Terms of reference (ToRs) for the procurement of services above the EU threshold

**Project title:**

GIZ Office Beirut

**Country:**

Lebanon

**Subject of the tender procedure:**

Corporate Health and Vehicle Insurance Framework Agreement

**Processing**

**number/cost centre:**

18.9207.4-001.00

**Transaction number:**

83471699

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**0. List of abbreviations**

GTC	General Terms and Conditions of Contract for supplying services and work on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH
KOMP	Cost per output monitoring and forecast
Lol	Letter of intent
MoU	Memorandum of Understanding
RMO	Risk Management Office
ToRs	Terms of reference

## **1. Context**

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH is a global contractor in the field of international cooperation for sustainable development and international education work, with 24,977 employees. GIZ has over 50 years of experience in a wide variety of areas, including economic development and employment, energy and the environment, and peace and security. Our business volume is around 3.7 billion euros. As a public-benefit federal enterprise, GIZ supports the German Government – in particular the Federal Ministry for Economic Cooperation and Development (BMZ) – and many public and private sector clients in around 120 countries in achieving their objectives in international cooperation. With this aim, GIZ works together with its partners to develop effective solutions that offer people better prospects and sustainably improve their living conditions. Learn more on GIZ in Lebanon ([giz.de](http://giz.de))

## **2. Tasks to be performed by the contractor**

### **2.1 Term**

The expected term of the contracts for Lot I and Lot II will be for one year, with the possibility of extending the contract as follows:

-Option 1: Additional year (year 2 of the contract), if the services rendered are deemed satisfactory

-Option 2: Additional year (year 3 of the contract), if the services rendered are deemed satisfactory

-Option 3: Additional year (year 4 of the contract), if the services rendered are deemed satisfactory

### **2.2 Objectives, indicators, work packages, milestones**

Employee health and welfare benefits are a critical component of GIZ rewards offering, Thus GIZ Lebanon is initiating the following tender that constitutes two lots:

Lot I: GIZ is looking for an International Health Insurance Provider to provide GIZ staff members with a corporate health insurance coverage.

Lot II: GIZ is looking for an International Health Insurance Provider to provide GIZ vehicles with a full insurance coverage.

The International Health/Vehicle Insurance Provider is here in referred to as the contractor.

## **2.3 Lot I – Staff Medical Insurance**

The contractor is responsible for achieving the objectives and indicators described below:

The contractor is expected to provide comprehensive in-patient and out-patient cover for all GIZ employees. The services should be easily available and accessible to all employees and their families.

An approximate number of up to 80 national staff employees must be covered with the international health corporate insurance **100% Co-Nill (in and out hospital)**.

The contractor is expected to deliver quality insurance/coverage that ensures the health and safety of employees. Two options are required, the cost of insurance of class B with an additional option to upgrade to class A.

Eligibility: All GIZ-employees shall be eligible from the first starting date of the provider health contract. New GIZ-employees shall be eligible from the first day of their employment.

All GIZ Employees have the right to insure their family dependants (spouse, children and step children) on their own account, benefiting from the same rates offered for GIZ.

Guaranteed renewability: option of converting to individual policy under the same conditions and tariffs once any employee leaves the group policy.

### **Medical Services Coverage:**

**Out-patient medical services- Mandatory Requirements** (Failure to provide the following out-patient services will result in bid disqualification):

- Consultation fees across all specialties, physical examination, and injections -10 visits per year up to 50 \$ per consultation
- Physiotherapy -10 visits per year up to 30\$ per session
- Laboratory tests
- Radiology
- Pathology
- Microbiology
- Biochemistry
- Diabetes and hypertension
- Kidney dialysis
- Cancer Treatment – Unlimited
- Circumcision procedures
- Pre-existing conditions, chronic, pregnancy and cancer related conditions
- Laboratory investigations and x-rays, electrocardiograms, encephalograms, audiograms, radiotherapy or chemotherapy – Unlimited
- Any other out-patient services agreed with the hospital and not mentioned herein above
- PCR test coverage
- Diagnostic Test
- Blood tests, ultrasound examination, X-rays, computer tomography
- Scintigraphy (nuclear medicine examination)

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- Electrocardiogram (ECG)
- ECG under stress
- Eye tests - 2 visits per year ( up to 20\$ per visit)
- Endoscopic treatments (of stomach, intestine, bronchial tract)
- Benefits in connection with pregnancy/delivery:
- Blood test, ultrasound examination, physical examination, advisory services, delivery, caesarean delivery with stay in hospital, treatment of pregnancy and delivery complication, post-natal care
- Dental benefits as described below - 4 visits per year up to 50 \$ per consultation

**Inpatient Medical Services- Mandatory Requirements** (Failure to provide the following out-patient services will result in bid disqualification):

- General in-patient service.
- Medical services for pre-existing conditions, chronic cancer related conditions.
- Medical services for other terminal diseases and cancerous related illness.
- Provision of drugs to GIZ employees as prescribed by a medical practitioner.
- Accommodation for parent/guardian accompanying a child below 12 years.
- Doctor's, surgeons, and specialist fees. Laboratory investigations, x-rays, ultrasound, ECG, MRI scans.
- Prescribed drugs, dressings, surgical appliances, and nursing procedures.
- Theatre including surgeon's fees and anaesthetists' fees.
- Intensive care (ICU)/High dependency Unit (HDU).
- Radiotherapy, chemotherapy, physiotherapy.
- Gynaecological treatment.
- Post hospitalization visits and follow-ups after discharge.
- Medical coverage related to car and work accidents for the insured individuals
- Diabetes and hypertension
- Kidney dialysis
- Cancer treatment
- Day cases limit and deductible (from the inpatient limit)

**Unique Salient Features :**

- Worldwide coverage only for the emergency/surgery cases
- Qualified and dedicated personnel with the ability to address customer queries.
- 24-hour emergency - helpline.
- Regular utilization reports.
- Cover out-patient Congenital conditions.

**Detailed Dental Benefits:**

- Dental treatment (treatment of pain and simple fillings) coverage
- Simple dentures, crowns and root canal
- X-rays. Polishing and scaling as recommended by a doctor.
- Tooth extractions including surgical extraction together with anaesthetist's fees.
- Treatment of tooth decay.
- Or any other non-cosmetic treatment

**Detailed Maternity Cover Benefits:**

- Delivery expenses including epidural (normal and C/S)
- Pre-natal care.
- Post-natal care and ultrasounds all within the maternity limit.
- Circumcision
- Incubator and premature babies
- All above is covered to all maternity types
- Maternity benefits are covered from day one for all existing employees.
- Baby covered from day one including hospitalization expenses incurred in connection with newborn child right from day one

**Country Wide Network:**

All hospitals in Lebanon should be covered:

The contractor is expected to have a country wide network that can enable GIZ employees to access medical services as and when the need arises. Where such facilities registered by the contractor cannot be accessed; the contractor should be able to:

- Meet and reimburse the cost of treatment of GIZ employees in same currency GIZ paid (USD Fresh).
- Liaise with the local medical institutions and private doctors to offer the needed service.

**Insurance Coverage and Terms & Conditions - Mandatory Requirements** (Failure to provide the following out-patient services will result in bid disqualification):

GIZ is looking for the following coverage package:

- i. IN Hospital Class B required with the option to upgrade to class A on one-to-one basis / No exclusion on any hospital (Provide a clear table detailing the additional costs for class upgrades based on age thresholds).
- ii. CO-NIL
- iii. AMBULATORY plan securing 100% coverage / No exclusion on any hospital or Laboratories
- iv. CO-NIL
- v. The contractor must cover:
- vi. all pre-existing cases declared in the under-written letter are covered from day one for all GIZ employees including new joiners: Any previously insured staff with no exclusions marked on their policy or card should be covered without exclusion.
- vii. all GIZ employees as of the effective date of the policy (new joiners included)
- viii. Guaranteed renewability is required as per decree number 186 of the National Social Security Fund. Employees leaving GIZ have the choice of continuity with the health insurance provider on a personal financial settlement basis.
- ix. **No age restriction for health insurance.** This is a mandatory requirement, if the insurance company fails to provide full coverage to all age groups, then the insurance company will automatically be disqualified.

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- x. No limit on intensive care unit (ICU)
- xi. Extra Benefits and Terms & Conditions:
  - a. Addition and deletion of employees on pro-rata basis during the period of insurance
  - b. Cover options for families across all life stages, from newborns to senior citizens of any age.
  - c. Periodic meeting to be held in GIZ Office, Beirut, between GIZ and the Insurance company for review of cases/settlement of grievances of the employees.
  - d. No waiting period for all insured and new joiners

Demographic details of the employees of GIZ – Lebanon (general)- August 2024

Male		Female	
Age	# Employees	Age	# Employees
0-17	0	0-17	0
18-24	0	18-24	1
25-30	11	25-30	11
31-35	12	31-35	16
36-40	3	36-40	10
41-45	3	41-45	3
46-50	1	46-50	3
51-55	0	51-55	5
56-60	0	56-60	0
61-65	0	61-65	0
over 65	0	68	1
<b>Total</b>	<b>30</b>	<b>Total</b>	<b>50</b>
* 75 Lebanese, 1 Jordanian and 4 Palestinians			

**Backstopping requirements:**

The contractor ensures appropriate backstopping. The following services form part of the standard backstopping package. In accordance with GIZ’s General Terms and Conditions for supplying services and work on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, these services – as well as the ancillary personnel costs – must be priced into the financial offer.

- The contractor’s responsibility for its own staff.
- Ensuring the flow of information between GIZ and the contractor’s representative.
- Process-oriented technical and conceptual steering of the services described herein the terms of reference.
- Steering adaptations to changing framework conditions.
- Performance monitoring.

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- Ensuring the administrative management of the service rendered.
- Ensuring compliance with reporting requirements.
- Technical support by the contractor's staff for its personnel handling GIZ account.
- Making local use of and sharing the lessons learned by the contractor with the GIZ team.

## **2.4 Lot II GIZ Vehicle Insurance**

The contractor is expected to provide comprehensive all-risk cover for all GIZ vehicles. An approximate Up to number of 6 vehicles must be covered with the vehicle all-risk insurance (number of vehicles may vary from year to year).

Vehicle Details:

- 1 Mitsubishi Montero Sport 2019
- 1 Mitsubishi Pajero 2021
- 4 Renault Koleos 2022

The contractor is expected to deliver quality coverage that ensures all damages of GIZ's vehicle fleet and all passengers.

Eligibility: All GIZ vehicles shall be eligible from the first starting date of the provider insurance contract. New GIZ vehicles shall be eligible from the first day of their registration/purchase.

All GIZ staff are entitled to drive any GIZ owned vehicles at any given date and time.

### **Vehicle Services Coverage:**

#### **Coverage for Vehicle Damage:**

- Damage caused by accidents
- War and terrorism
- Vandalism
- Civil unrest
- Fire and explosion
- Natural disasters (flood, storm, earthquake...)

#### **Coverage for Theft and Loss:**

- Theft of the vehicle
- Theft of parts or accessories
- Loss due to hijacking

#### **Detailed Coverage for Accessories:**

- Coverage for built-in accessories
- Coverage for added modifications as specified

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**Detailed Coverage for Third-Party Liability:**

- Coverage for damage to third-party property
- Coverage for bodily injury to third parties
- Legal expenses arising from third-party claims

**Detailed Coverage for Natural Disasters:**

- Coverage for damage due to earthquakes
- Coverage for damage due to floods
- Coverage for damage due to storms and other natural events

**The contractor must have a 24-hour emergency helpline and coverage for vehicle transportation costs, when necessary, with no limitation for the distance.**

**Country Wide Network:**

The contractor is expected to have a country-wide network that can enable GIZ vehicles to access services as and when the need arises. Where such facilities registered by the contractor cannot be accessed for a valid reason, the contractor should be able to:

- Meet and reimburse the cost of vehicle repairs parts from the company of each car in the same currency GIZ paid (USD Fresh).
- Liaise with local contractors to offer the needed service.

All car spare parts shall be from company source.

**Insurance Coverage and Terms & Conditions:**

GIZ is looking for the following coverage package:

- I. Comprehensive coverage: all-risk coverage for any damage, or total loss of the car at any given circumstances inclusive of war, fire, accident, natural disaster, or theft. GIZ will not pay any extra fees as franchise cost, other than the ones mentioned in the financial offer that bidders will submit.
- II. The contractor must cover:
  - a. All pre-existing conditions without an under-writing letter are covered from day one for all GIZ vehicles including new additions to the fleet. (given that all cars are in good condition without any damage).
  - b. All GIZ vehicles as of the effective date of the policy (new additions included).
  - c. No Exclusions
  - d. 100% of repair costs with company of each vehicle source.
  - e. Coverage of yearly compulsory insurance and its liabilities

**Extra Benefits and Terms & Conditions:**

- a. Coverage for new vehicles added during the insurance cover period on a pro-rata basis.
- b. No limit on the number of claims.
- c. Full network contractor access.
- d. 24/7 Customer Service for any kind of emergency.



- e. Unlimited service calls within the maximum policy benefit per insured vehicle.
- f. Unlimited roadside assistance for breakdowns and accidents.
- g. Coverage for towing services.
- h. Coverage for replacement vehicle costs during repairs within 24 hrs.
- i. Coverage for vehicle accessories including audio systems.
- j. Coverage of all personnel in the vehicle in case of any accident.
- k. Coverage of all third-party vehicles and personnel in case of accident

## **2.5 Data protection and information security**

The selected contractor firm shall not disclose any data or information pertaining to this mission to anyone. The contractor firm shall also list clearly all sources of information pertaining to this mission:

The contractor firm should at no time disclose – whether during the service hours or outside service hours – any of the information related to GIZ, its work regulations or any other private work issues to any persons other than those in charge or those authorized in this regard unless written authorization is obtained, in this regard, in advance from GIZ – HR Department.

The contractor firm shall be committed to keeping the industrial, technical, commercial and professional secrets of GIZ. Also maintains the confidentiality of the information, data, documents, computer programs and its data, or information saved on computer discs, USB memory sticks, etc. which is informed about in line of the services or due to the contract with or presence at GIZ. The contractor firm may not disclose or leak any of these information, accounts, medical records, news or ideas even after the expiry of the service contract. Otherwise, GIZ shall have the right to claim compensation, in accordance with the provisions of the current Lebanese Law and any other laws in force. Furthermore, providing others with access to any of this information shall also be regarded as information disclosure.

The performance of the contract may be associated with the processing of personal data by the contractor, such as (but not limited to) names and contact information. In such cases, the contractor shall act as an independent DATA CONTROLLER and must alone comply with ALL applicable data protection obligations, including those stemming from regional and local laws. The contractor shall process personal data only when a given goal cannot be reasonably attained without such data. The data protection principles such as lawfulness, data minimization, accuracy, purpose limitation, storage limitation, transparency, integrity and confidentiality, and accountability, as well as the numerous rights of the data subject must be paid due attention. The GIZ is NOT in any way responsible for such processing.

If the contractor is not subject to the GDPR and the applicable laws do not contain any explanation on the data protection principles and rights mentioned here, the definitions and meanings provided by the GDPR (Regulation (EU) 2016/679) should be considered.

### **3. Technical-methodological concept**

The technical proposal should compose of the following documents (All documents must be dully signed, dated and stamped) – These are mandatory requirements, failure to submit the following documents will lead to bidder disqualification:

- a. A copy of the contractor's legal documents: Including company registration and MoF registration, VAT registration.
- b. A copy of a valid clearance letter from the ICC "Insurance Control Commission: issued by the ministry of economy.
- c. A copy of the contract's annual turnover for the past 3 years.
- d. At least 5 reference projects that poses the same value of services as that of which is requested in this tender.
- e. The contractor's company profile.
- f. Submission of the total number of employees as well the personnel concept of the team member/s that will be handling GIZ's service requests.
- g. GIZ's general terms and conditions signed, dated and stamped
- h. Self-declaration regard EU-Russia sanctions signed, dated and stamped

### **4. Costing requirements**

The financial offer should be separated into lots, submitting a financial offer for one lot is accepted.

For Lot I kindly submit the price scheme in reference to all age brackets.

For Lot II kindly submit the price scheme in reference to the above-mentioned vehicles, including the price of any similar vehicle to that of what is mentioned as well as 2023/2024 vehicles of similar nature.

Instructions to the Contractor's firm:

- Proposal must clearly mention that the financial offer is valid for 120 days.
- Proposal shall be submitted in English Language.
- Proposal should be stated in USD including value added tax.
- Proposal should include the contractor's MoF number, full contact details and full bank details (local fresh account)
- Proposal must be dully signed, dated and stamped by the authorized signatory of the contractor.

### **6. Requirements on the format of the tender**

The structure of the tender must correspond with the structure of the ToRs. It must be legible (for example Arial, font size 11 or larger) and clearly formulated. The tender must be written in English.

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**If you are willing to provide the service, you are kindly requested to abide by the following instructions:**

The documents must be complete and **signed** and stamped by a duly authorized person in a sealed envelope and not later than stated as submission date to:

**1<sup>st</sup> floor, IFP Bldg. 57, St. 801 Hazmieh, Lebanon**

**Latest by Tuesday October 1<sup>st</sup>, 2024, during office working hours 9:00 until 16:00 Mon-Fri bearing in mind that the office is closed during public holidays.**

**Note:** Sending your offers via email or non-compliance with any of the mentioned conditions will result in rejecting your participation in this tender.

All documents together with all annexes shall be submitted in double packing.

The outer packing shall be sealed and labelled as follows:

**TENDER FOR Project No. 18.9207.4-001.00  
PROJECT NAME: GIZ Office Beirut  
TENDER NUMBER: 83471699**

Two inner envelopes should be submitted one for the technical proposal and a separate for the financial proposal.

The inner packing shall be sealed and labelled as follows:

**Technical Proposal  
TENDER NUMBER: 83471699  
Subject: Corporate Health and Vehicle Insurance**

**Financial Proposal  
TENDER NUMBER: 83471699  
Subject: Corporate Health and Vehicle Insurance**

The technical offer has a weighting of T: 70% and the price offer F: 30%

The following formula will be used:

**Technical evaluation of bid\*70% + Most economical bid\*30%**

**Technical Evaluation of Best Bid                      Price of Bid**

Additional Conditions:

- The currency of the contract is USD. The employer shall not be responsible for any currency fluctuation.
- The payment will be made via bank transfer to the contractor's local bank account "fresh money".

- Please note that in case you did not receive any notification in writing within 4 weeks after the deadline for submitting the offers/quotations, it shall indicate that your offer has not been accepted. You shall not receive separate notice to this effect.
- Non-compliance may result in your bid not to be considered.
- In the event the contractor was not registered in the ministry of finance and does not hold an income tax number, GIZ has the right to deduct 8.5 % of the amount presented in the invoices by the contractor.

## **7. Options- Follow-on measure/extension of service-delivery period**

It is possible to continue the elements of the service put out to tender as part of a follow-on measure within the context of the basic project. This is described in detail below.

Continuation of the activities described in section 2 of this ToR with possible extension of contract duration of these services as follows:

The expected term of the contract will be for one year, with the possibility of extending the contract as follows:

-Option 1: Additional year (year 2 of the contract), if the services rendered are deemed satisfactory

-Option 2: Additional year (year 3 of the contract), if the services rendered are deemed satisfactory

-Option 3: Additional year (year 4 of the contract), if the services rendered are deemed satisfactory

### **Precondition:**

As a pre-condition to the extension of the mentioned contract, the contractor needs to deliver the service in a professional and timely manner as requested in the ToR, GIZ Human Resources department will assess the quality and efficiency of the services rendered in Lot I and the GIZ's Risk Management Unit will assess the quality and efficiency of the services rendered in Lot II. Upon positive feedback the contract can be extended as mentioned above, It is obligatory that the price lists submitted in this tender remain valid throughout the extension period.