



Ambasáid na hÉireann Embassy of Ireland

Request for Tenders
For
The provision of Medical Insurance for
Embassy of Ireland Hanoi

Deadline for return of tenders: 17 July 2023

Tendering Method: The tender and all associated attachments should be submitted by email to quynhanh.Ngo@dfanet.ie

Contents

Section 1	Statement of requirements
Section 2	Standards required for the services
Section 3	Selection criteria
Section 4	Required format and content of tenders
Section 5	Contract award criteria
Section 6	Conditions applicable to the tender process
Appendix I	Specification of benefits and cover required
Appendix II	Embassy of Ireland Hanoi's claim history 2018 - 2023
Appendix III	Financial proposal
Appendix IV	Confirmation of Bona Fides
Appendix V	Declaration of Personal Circumstances

SECTION 1: Statement of requirement

- 1** The Embassy is responsible for a range of functions including strengthening relationships between Ireland and Vietnam and working with Irish citizens and promoting trade and investment with Ireland. The purpose of this call for tender is to invite prospective service providers (medical insurance providers / companies) to submit tenders for the provision of medical insurance for Embassy of Ireland Vietnam Local Staff for **12 months (1 year)**, commencing 21 August 2023. When a contract is entered into, intention to terminate the contract must be indicated by either party in writing no later than **one (1) month** to termination.
- 1.1 The service provider will provide a scheme which ensures that embassy staff and their dependants receive quality health care.
- 1.2 It is envisaged that the contract will run for a Term of 1 year. The contract may be extended by a period of 12 months (1 year), with a maximum of two extensions.
- 1.3 It is intended that the contract will be take effect on 21 August 2023.
- 1.4 A list of specific benefits and cover required is attached in Appendix I. Tenderers are required to submit a full proposal setting out how they propose to meet the specific requirements.
- 1.5 The Embassy estimates that the total value of this contract will be €120,000 (excluding VAT) over the Term, including any possible extensions.
- 1.6 In the interests of transparency, details of the Embassy's claims history from 2018 – 2023 are set out in Appendix II.

SECTION 2: Standards required for the services

- 2.1 The service provider must offer quality medical insurance services that meet the market standards.
- 2.2 The Embassy will require medical services at any time and medical services will be required in different hospitals/clinics in Vietnam. The service provider must provide a range of geographical coverage in Vietnam (provide list of hospitals/clinics that can provide services under your medical insurance).
- 2.3 Tenderers will provide information in relation to the scope of the cover and benefits they offer (clearly stating both inclusions and exclusions).
- 2.4 The level of cover desired is outlined in Appendix I.
- 2.5 In addition to offering benefits as specified in Appendix I, tenderers may also wish to offer certain additional benefits. Optional extras and the relevant additional costs of same should be set out in a separate document.

SECTION 3: Selection criteria

3.1 Tenderers must have the necessary financial, economic, technical and professional capacity to perform their obligations under the contract.

3.2 For the tenderer's submission to be considered, it is mandatory that candidates have significant relevant expertise or knowledge / qualifications / licenses in the following areas;

- be a company duly established and existing under the laws of the country of its incorporation;
- have a registration number;
- have a telephone number able to receive emergency situation calls 24/7;
- make sure that it does not need any permit, licence or other authorisation (other than those already obtained) to enter into and comply with the contract and to perform any obligations thereunder;
- not be engaged in or, to the best of its knowledge, threatened by any litigation, or administrative proceedings, the outcome of which might have a material adverse effect on performance of contractor's obligations;
- to the best of its knowledge and belief after due enquiry, not be in violation of any legislative requirement relevant for the performance of contractor's obligations;
- Include a sample invoice with the details identifying the subject, the amounts and the conditions.
- Insurance, in the form of a letter from their insurer or broker that appropriate levels of employer's liability, public liability and professional indemnity insurance is in place. The letter from the insurer/broker must confirm that the policies will apply in respect of all staff and all services to be carried out on the premises, and that the cover extends to services carried out by the tenderer's employees.
- The company must be tax compliant and able to issue an e-invoice.
- Tenderers must provide the supporting documentation specified above without delay when requested by contracting authorities.

Economic and Financial Standing

Tenderers must declare that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Tenderers must confirm revenue of at least €1,000,000 (or VND equivalent) for each of the last three financial years by way of extract from the Tenderer's audited financial statement or the entirety of the Statements (minimum Profit & Loss, Balance Sheet and Auditor's opinion). These must be from the Statements of the Tenderer, not of any other legal entity.

Tenderers must meet all the Selection Criteria listed above in order to proceed to evaluation stage

Failure in any one of these critical requirements may lead to elimination from the competition in advance of further evaluation. Tenderers must provide supporting documentation specified above without delay when requested by the contracting authority.

SECTION 4: Required format and content of tenders

- 4.1 Tenders must only be submitted by email to quynhanh.Ngo@dfanet.ie by 18:00 hours (Indochina Time) on date Monday 17 July 2023. Only tenders submitted to this email address will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.
- 4.2 Tenders must be received no later than 18:00 hours (Indochina Time) on date Monday 17 July 2023 ("The Tender Deadline"). Tenders that are received late WILL NOT be considered in this competition.
- 4.3 Tenderers must address all of the award criteria specified in Section 5 and also include:
 - A signed Confirmation of Bona Fides (Appendix IV)
 - A signed Declaration of Personal Circumstances (Appendix V)
- 4.4 Tenderers must provide a service proposal setting out details of the tenderer's proposed service having regard to the requirements as set out in Appendix I. In preparing the service proposal, tenderers should have particular regard to the contract award criteria and the associated weightings in Section 5.
- 4.5 Full details of any exclusions or special conditions applicable in the case of existing conditions must be clearly set out in a prominent manner.
- 4.6 Details of human and managerial resources – please provide details of the proposed dedicated account manager, administrative personnel and claims personnel, as well as where appropriate, details of underwriters.

- 4.7 Tenderers must include a financial proposal in the exact format set out in Appendix III. The figures quoted will be binding for the term of the contract.
- 4.8 The financial proposal must reflect all costs (including any ancillary costs) that may be incurred in the provision of the services. Claims for additional or extra items arising in the course of the contract will not be entertained, unless such items were not foreseeable at time of tender (e.g. changes in relevant government regulations affecting costs).
- 4.9 Please note that all information relating to this tender will be sent by email from quynhanh.Ngo@dfanet.ie to all interested parties. The Embassy will not accept responsibility for information relayed (or not relayed) via third parties. If the Request for Tenders is in any way altered or edited, the subsequent tender may be inadmissible.
- 4.10 All requests for clarification must be submitted by 18:00 hours on 10 July 2023, before the closing date for receipt of tenders. The Embassy's responses to queries and requests for clarification will be sent by email to all interested parties.
- 4.11 The Embassy reserves the right to issue or seek written clarifications.
- 4.12 The Embassy reserves the right at any time before the tender deadline, to update or amend the information contained in this document and/or to extend the tender deadline. Participating tenderers will be informed of any such amendment or extension.
- 4.13 The tenders will be evaluated by an evaluation team based on the award criteria outlined in section 5. Tenderers will be notified of the outcome of the tender evaluation process as soon as possible after its completion. Embassy reserves the right at any time before the tender deadline, to update or amend the information contained in this document and/or to extend the tender deadline. Participating tenderers will be informed of any such amendment or extension.
- 4.14 Tenders must be submitted in English.

SECTION 5: Contract award criteria

- 5.1 Tenders will be evaluated initially to confirm that they are fully responsive and that they meet the selection criteria set out in Section 3. Qualifying tenders will then be evaluated in light of the contract award criteria outlined below.
- 5.2 Tenderers must score a minimum 50% of marks allocated in each of criteria 1, 2 and 3 below. Failure to achieve the minimum marks in any criteria will result in the tenderer being eliminated from the competition.

Award Criteria		
Technical Criteria (70 Marks)		
Criteria	Description	Marks Available
Criteria 1	Experience and market position providing medical insurance in the Vietnam Market and in operating schemes for corporate, Government and/or diplomatic clients in Vietnam with over 50 covered persons.	15
Criteria 2	Quality of the proposal and coverage offered that clearly outlines the full scope of coverage/benefits, exclusions/inclusions, excesses, coverage for pre-existing conditions, participating health facility geographical coverage (see Appendix 1 for further detail) .	35
Criteria 3	Management and administration of the scheme: ease of used, on-boarding (including pre-existing conditions), skills and capabilities of personnel, customer services interface for members and clients, resolution times and rates, health facility communications/linkage.	20
Financial Criteria		
4. Cost – See Appendix III		30
Total Marks		100

Methodology (Award Criteria 1, 2 and 3)

Score	Meaning	Interpretation
100%	Outstanding	A very comprehensive response demonstrating extensive understanding, offering full assurance. Fully supported tender with no reservations.
90%	Excellent	An excellent response demonstrating excellent understanding, offering assurance. Strongly supported tender.
80%	Very Good	A very good response demonstrating very good understanding, offering assurance. Fully supported tender.
60%	Good	A good response demonstrating good understanding, offering assurance. Well supported tender.
50%	Satisfactory	An acceptable response demonstrating a minimum understanding, offering assurance. Satisfactorily supported tender.
Less than 50%	Unacceptable	Response demonstrates limited understanding with limited or insufficient or no detail with a risk of non-delivery.

Financial proposal (30%)

- 5.3 The financial proposal will be based on the annual costs for the provision of these services.
- 5.4 Overall cost and detailed quotation will be outlined in Appendix III.
- 5.5 All costs must be in both Vietnamese Dong (VND) and Euro (€) and a comprehensive and clear breakdown of prices must be shown as part of the financial offer – any fees, taxes, charges etc. must be shown separately.
- 5.6 Prices offered will be evaluated on full cost basis (including all fees) but excluding VAT.
- 5.7 Cost will be assessed by reference to the pricing schedule. The tender offering the most competitive cost will be awarded maximum marks and other tenders will be scored on a pro rata basis. Marks for cost will be allocated using the following formula:

$\text{Cost Score} = \frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}} \times \text{Number of Marks Available}$

- 5.8 The Embassy will investigate tenders that they consider abnormally low and will seek explanations from suppliers about the cost.

SECTION 6: Conditions applicable to the tender process

- 6.1 The Embassy undertakes to hold confidential any information provided to it on a confidential basis by individuals or others, subject to the Embassy obligations under law, including the Freedom of Information Act of Ireland. If for any reason, it is considered that information supplied to the Embassy should not be disclosed because of its sensitive nature, then it is incumbent upon the person or body when supplying the information to make clear this concern and to specify the reasons for the information's sensitivity. The Embassy will consult with any individual or body so supplying sensitive information before making a decision on any FOI request received. However, it should be noted that, ultimately, the decision on whether or not to release information under the FOI is a matter for the Information Commissioner and/or Courts.
- 6.2 Conflicts of interest or potential conflicts of interest involving a tenderer must be fully disclosed to the Embassy. Any registered interest involving a tenderer and the Embassy, its officers or their relatives, must be fully disclosed in any proposal submitted, or in the event that such information is not available at the time of submission of proposals, should be communicated to the Embassy immediately upon such information becoming known to the tenderer. The terms "registered interest" and "relative" shall be interpreted as defined in Section 2 of the Irish Ethics in Public Office Act 1995. Failure to disclose an interest may disqualify a tenderer or invalidate an award of contract, if, in the view of the Embassy, the conflict is of a sufficiently serious nature to warrant it.
- 6.3 The Embassy reserves the right to terminate the tender process at any time prior to the signing of the contract. The Embassy reserves the right not to accept the lowest or any tender. No contractual relationship will arise until such time as a written contract is signed on behalf of the Embassy.
- 6.4 Information supplied by tenderers will be treated as contractually binding. However, the Embassy reserves the right to seek clarification or verification of any such information, and also to request additional information from the tenderers. Post tender qualifications or revisions will not be acceptable and may invalidate the tender. The Department reserves the right to update or alter the information contained in this document at any time, but not later than 7 days before the closing date of the call for tender. Participating tenderers will be so informed, should the need arise. The Department reserves the right to request additional information from the tenderers after the closing date.
- 6.5 The Embassy will not be liable in respect of any costs incurred by tenderers in the preparation of tenders or any associated work effort.
- 6.6 It should be noted that any correspondence with the Department of Foreign Affairs in relation to this tender is subject to the application of the [Freedom of Information Act 2014](#) legislation. This applied to the services under the contract and not the tendering and contracting process.

- 6.7 It is the duty of the tenderer to fully understand and correctly interpret the tender. At all times, the tenderer has the responsibility to notify the Department, in writing, of any ambiguity, divergence, error, omission, oversight or contradiction contained in this tender, as it is discovered, or to request any instruction, decision, clarification or direction that tenderers may require to prepare a tender.
- 6.8 The Department reserves the right to hold tenderers strictly to the terms and conditions submitted in their tenders and also reserves the right to accept or reject in whole, or in part, any or all tenders in response to this tender. Tenderers are specifically notified that failure to comply with or respond to any part of this tender may result in rejection of their tender as non-compliant. Tenderers whose tenders are not accepted will be notified in writing on finalisation of the competition.

Appendix I: Statement of benefits and cover required

The medical insurance company will be expected to provide a private health insurance scheme for eligible embassy staff and their dependants (his/her spouse and up to maximum 4 children (employee's biological children, stepchildren or legally adopted children who are less than 18 years or up to 21 years if they are bona fide students ordinarily residing with the employee). The proposed scheme should meet legal and market standards in Vietnam.

Cover requested is outlined in the following table:

Medical Insurance Level of Cover Requirements:	
Requirement	Level of Cover Sought
Medical & Hospital Benefits	
Family members covered	Spouse and up to 4 children in full time education
Local ambulance services	Full cover
<ul style="list-style-type: none"> • Pre-hospital consultations • Surgery • Emergency department care • Hospital accommodation • Intensive care • Parent accommodation • In-patient rehabilitation 	Full cover
Cancer Care benefits	€100,000
Congenital Abnormalities - Treatment within first two months of birth - Treatment after the first two months of birth	Full cover €15,000
Post Hospitalisation Costs	Full cover
Out-Patient Costs	€3,000
Minor surgical procedures requiring local anaesthesia	Full cover
Chronic medical conditions (cover per condition)	€20,000
Maternity Benefits	
Normal pregnancy and childbirth, including elective C-section and planned home births	€5,000
Complications of pregnancy and childbirth	Full cover
Child vaccinations (up to age 4)	€300
AIDS/HIV	
Medical treatment relating to AIDS/HIV	€10,000
Funeral Costs	
Funeral Costs as required under local labour law and / or where culturally the norm.	€2,000
Insurance	
Accident Insurance	Coverage €3,750
Life Insurance	Coverage €5,000

OPTIONAL COVER.

It is intended that staff members covered by the scheme will also be in a position to add other elements of cover at their own expense if they so choose. With that in mind, the medical insurance provider should also provide separate costings for each of the supplementary add-ons listed in the following table:

OPTIONAL BENEFITS (added at staff members expense)	
Dental Benefit	
Optical Benefit	

Appendix II: Embassy of Ireland Vietnam's claim history 2018 - 2023

Insurance Period	Premium	Paid Amount	Loss ratio
21/08/2018 - 20/08/2019	161,507,960	90,763,963	56%
21/08/2019 – 20/08/2020	235,612,315	119,581,552	50.75%
21/08/2020 - 20/08/2021	226,246,544	129,328,812	57%
21/08/2021 - 20/08/2022	239,995,352	137,975,283	57%
21/08/2022 - 31/03/2023	134,546,481	165,126,595	123%

Appendix III: Financial proposal

Tenderers must provide costs in the prescribed format in respect of the services to be provided. Prices must be stated in Vietnamese Dong (VND) and Euro (€) and be **exclusive of VAT**, the rate of which must be shown separately.

The Tenderer should tender and cost for the specified level of cover, outlined in Appendix I for 17 staff members and their dependants of which there are currently 28. The tenderer will tender cost for the contractual period of 12 months and for the potential subsequent two years. Cost will be assessed based on three years without prejudice to renewal or otherwise after Year One. Where cost differs between Year One and subsequent years, tenderers must provide a reasoned explanation.

	Year 1	Year 2	Year 3
Please see list of benefits as detailed in Appendix 1	Cost VND (ex VAT)	Cost VND (ex VAT)	Cost VND (ex VAT)
	Cost Euro (ex VAT)	Cost Euro (ex VAT)	Cost Euro (ex VAT)

Appendix IV: Declaration of Bona Fides

We the undersigned do offer in accordance with the Request for Tenders and the Terms of Reference specified therein to provide Embassy of Ireland, Hanoi with Medical Insurance for the Department of Foreign Affairs and subject in all respects to the Terms of Reference published with this call for tenders which we have read and accepted.

We confirm that all information and commitments contained in or referred to in our tender are (i) accurate and correct, and (ii) accurately reflect our actual current operational and financial capability.

We confirm that this Tender shall remain irrevocably open for acceptance by you for a period of 12 months from the closing date for receipt of tenders and it shall remain binding upon us for that period or such other period as we may agree.

We confirm that our tax affairs are in order and that, if awarded the contract, we will be in a position to provide a current valid Tax Clearance Certificate.

We acknowledge that no legally binding agreement exists between us unless and until our offer is accepted by you and a contract in the form set out in this request for tenders has been concluded.

We understand that the Minister of Foreign Affairs is not bound to accept the lowest or indeed any tender it may receive and may abandon or terminate the tender process at any time.

Signature of tenderer or authorised agent:

Printed Name:

Name of Tenderer:

VAT No:

Postal Address:

Telephone no:

E-mail:

Appendix V: Declaration of Personal Circumstances

This Declaration of compliance with Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (SI 284 of 2016) **must** be signed by all **Contractors/Suppliers**.

Name of Contractor/Supplier:	
Address:	
Country:	

Any Contractor/Supplier who is unable to answer NO to all of the questions relating to the Mandatory Eligibility Criteria will be assessed as a "Fail".

Any Contractor/Supplier who is unable to answer NO to all of the questions relating to the Discretionary Eligibility Criteria may be assessed as a "Fail" and the Contractor/Supplier may, at the discretion of the Contracting Authority not be admitted to the tender.

Please enter <u>Yes</u> or <u>No</u> as appropriate to the following statements relating to the current status of your organisation <u>and/or any director or person(s) who has power of representation, decision or control over the organisation.</u>		Yes/No
Mandatory Eligibility Criteria		
1.	The Contractor/Supplier has been the subject of conviction by final judgment of participation in a prescribed criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 th October 2008.	
2.	The Contractor/Supplier has been the subject of conviction by final judgment of corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of Ireland or in accordance with the law of the country within which the Contractor/Supplier is established.	
3.	The Contractor/Supplier has been the subject of conviction by final judgment of fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.	
4.	The Contractor/Supplier has been the subject of conviction by final judgment of terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or of inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.	
5.	The Contractor/Supplier has been the subject of conviction by final judgment of money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.	

6.	The Contractor/Supplier has been the subject of conviction by final judgment of child labour or other forms of trafficking in human beings, as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.	
7.	The Contractor/Supplier has breached their obligations relating to payment of taxes or social security contributions in Ireland or the law of the country within which the Contractor/Supplier is established and this breach has been established by a judicial or administrative decision having final and binding effect in in Ireland or in accordance with the law of the country within which the Contractor/Supplier is established.	
<p>If you have answered Yes to Question 7, please provide details of the relevant amount including:</p> <p>a. confirmation of whether you have paid, or have entered into a binding arrangement with a view to paying the outstanding tax or social security contributions including any accrued interest and/or fines; or</p> <p>b. details of whether you were informed of the exact amount due following the breach and at such time that it did not have the possibility of taking measures as outlined above before the expiration of the deadline for submitting this tender.</p>		

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE CONTRACTOR/SUPPLIER'S ORGANISATION.

I certify that the information provided above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this Declaration may lead to my organisation being excluded from participation in this and future competitions.

Signed on Behalf of the Contractor/Supplier identified above, by -:

Signed: [Original signature]	
Print Name:	
Position:	
E-mail Address:	
Date:	