

RESAVER Personal Pension Products

Pre-Qualification Questionnaire (PQQ)

(Extending period to submit candidacy)

22 November 2017

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A. Introduction

1. Background

1.1. This Prequalification Questionnaire (“PQQ”) has been prepared for the purpose of providing the necessary information to firms (the “Candidate”) wishing to prequalify for the award procedure in relation to the RESAVER Consortium’s (the “Client”) requirements for the procurement of personal pension products as set out under the envisaged framework agreement (see 3.1 below, “Framework Agreement”).

2. The awarding authority

2.1. The Client is an awarding authority acting as a central purchasing body within the meaning of Article 2.16 of Directive 2014/24/EC and Article 2,°6 of the Law of 17 June 2016. As such, the Client is conducting these procurements on behalf of or for use by individual Research Institutions¹ that are members of the Client. In no circumstances will the Client or its advisers, consultants, contractors, employees and/or agents incur any liability or responsibility arising out of or in respect of the issue of this PQQ.

2.2. To facilitate the mobility of researchers, the European Commission is supporting the Client, through Horizon 2020. The Client is an international non-profit association subject to Belgian law, providing a.o. pan-European retirement savings solutions enabling researchers to retain their pension arrangement when moving between countries and/or Research Institutions.

2.3. The Client has, for instance, set up a pension fund (the Resaver Pension Fund), that can manage employer sponsored occupational retirements schemes in different countries. However, individuals working for Research Institutions without employment contracts are not able to join the Resaver Pension Fund. Therefore, the Client also wants to offer (besides the occupational retirement schemes) the possibility to subscribe any so-called personal pension product to individuals having a work relationship (with or without employment contract) with an organisation, member of the Client (the “researchers”).

2.4. The role of the Client is strictly limited to facilitating the access to the local personal pension products through the existing Resaver portal. It will not act as a financial intermediary or broker and will therefore neither directly or indirectly intervene in the conclusion of a contract or provide advice to participating researchers, Research Institutions or Candidates. Considering the freedom of the individual to subscribe a contract with a selected provider (no exclusivity) the Client will assume no responsibility related to the contract between the selected provider(s) and the individual researcher(s). Full responsibility will rely with the selected provider for administration, investments and communication with the individual researcher(s).

2.5. The Client is expecting to partner with one provider in each country/lot of the EEA. The Client expects from the provider:

- that a competitive fee is applied to the individual researchers participating to the proposed solution via the Resaver Portal; and,
- that a fixed annual fee is paid to the Client (per country) to cover the administration costs of the Client.

2.6. Information on RESAVER can be found on the RESAVER website: <http://www.resaver.eu/>.

Information about the population concerned can be found on the links below

Study on Mobility of researchers:

https://cdn4.euraxess.org/sites/default/files/policy_library/final_report_0.pdf

Statistics on total R&D personnel and researchers by sectors of performance, sex and fields of science:

http://appsso.eurostat.ec.europa.eu/nui/show.do?dataset=rd_p_perssci&lang=en

¹ Research Institutions : organisations with a main activity in research

- 2.7. All communication with regard to this procedure, will be sent to
Mr. Filip Hemeryck
Aon Belgium BVBA/SPRL
Filip.hemeryck@aonhewitt.com

3. Framework Agreement – 31 lots

- 3.1. The Client invites companies interested in tendering for the opportunity to offer personal pension products to individual researchers having a work relationship (with or without employment contract) with a Research Institutions under the Framework Agreement to submit a request to participate.
- 3.2. Personal pension products (also known as “private pensions”) are long-term savings products that individuals contribute to on a voluntary basis, completing state and workplace pensions. Personal pension products currently exist in many different forms and types (a.o. depending on the country concerned) and are currently offered by a broad range of providers (a.o. insurance companies and financial institutions).
- 3.3. The Client wants to facilitate the provision of personal pension products across the EEA. The goal of the Framework Agreement is to offer individual researchers working for a Research Institution the opportunity to subscribe a personal pension product with the selected financial undertaking/partner under the Framework Agreement. The personal pension product will be contracted directly between the individual and the selected provider. The Client will not be part of the contractual relationship nor will it be rewarded in function of the amount or value of products placed under a specific lot or under the Framework Agreement in general.
- 3.4. Each country within the EEA will be considered as a separate lot under the Framework Agreement (31 lots). A Candidate can express interest in one or more lots. A separate request to participate must be submitted for each lot the Candidate wishes to bid for. For every lot the Candidate must comply with the requirements identified in this PQQ.
- 3.5. For each lot a Framework Agreement will be concluded with 1 provider. The duration of the Framework Agreement will be 3 years.

4. Applicable law

- 4.1 This procedure is governed by the following legislation:

- European directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (**Directive 2014/24/EU**).
- Belgian law of 17 June 2016 on public contracts (**Law of 17 June 2016**).
- Belgian Royal Decree of 18 April 2017 on public procurement in the classical sectors (**RD of 18 April 2017**).
 - o Belgian Royal Decree of 14 January 2013 defining the general implementation rules for public procurement contracts and public works concessions (**RD of 14 January 2013**) (unless the Invitation to Tender (ITT) mentions otherwise).

- 4.2 The Belgian legislation can be consulted via www.publicprocurement.be .

5. Request to participate by groups/consortia

- 5.1. A request to participate may be submitted by a single entity or by a group/consortium/joint venture. A group/consortium/joint venture will not be required to convert into a specific legal form in order to submit a tender.

- 5.2. Every member of the group/consortium/joint venture should apply with all selection criteria and exclusion grounds set out in this PQQ. Every member must fill in the European Single Procurement Document as explained under Article 9.4 of this PQQ.
- 5.3. Where a group/consortium/joint venture intends to convert into a specific legal form for the purpose of providing the required products, full details of the proposed legal structure and/or principal contractual relationships must be outlined in the response to this PQQ.
- 5.4. Should the Framework Agreement be awarded to a consortium, each company in the consortium shall be jointly and severally liable to the Client for the fulfilment of the terms of the Framework Agreement. Requests to participate should make clear which companies are proposed to be members of the consortium and which are to be sub-contractors. Changes to a consortium structure or membership must be notified to the Client for prior approval, which shall not be unreasonably withheld.
- 5.5. With regard to criteria relating to economic and financial standing, and to criteria relating to technical and professional ability, a Candidate may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In case the Candidate relies on the capacities of other entities, he must demonstrate to the client that he will be able to have the necessary resources, in particular by submitting a commitment made by these entities. There must be filled in a separate European Single Procurement Document (ESPD) for each of these entities, as explained under Article 9.4 of this PQQ.

6. Procurement Procedure

- 6.1. Pursuant to the Contract Notice published on 22 November 2017, the Client is organising a competitive procedure with negotiations as defined in Article 29 of Directive 2014/24/EC, as transposed into Belgian law by Article 38, §1, °1, c of the Law of 17 June 2016, and the RD of 18 April 2017.
- 6.2. On the basis of this PQQ and applying the selection criteria set out in Article 9.3, the Client will select Candidates with the required capabilities, who will have at least 30 days upon receipt of an invitation to tender ("ITT") to submit a first tender. The indicated timetable hereafter contains the main dates of the Procurement Procedure. The Client reserves the right to amend or to deviate from this indicative timetable.

Step	Date
Issuing of Contract Notice to OJEU	22 November 2017
Deadline for submission of queries by the Candidate (Article 7 of the PQQ)	17 January 2018 – 5 p.m. Brussels time
Answers will be posted on the Resaver website www.provider-hub.resaver.eu	24 January 2018
Deadline for submission of request to participate	31 January 2018 – 5 p.m. Brussels time
Issuing of Invitation to Tender (ITT) to the selected Candidates	15 February 2018
Deadline for submission of queries by the Tenderer	26 February 2018
Answers will be posted on the Resaver website www.provider-hub.resaver.eu	12 March 2018
Deadline for submission of (first) offer	26 March 2018
Possibility of a (first) negotiation round	9 April 2018 – 30 April 2018

Possibility of the submission of a second offer	3 May 2018
Possibility of a second negotiation round, followed by the submission of a BAFO (Best and Final Offer)	7 May 2018 – 14 May 2018
Contract award decision and issuing of letters to successful and unsuccessful tenderers	31 May 2018

6.3. In accordance with Article 85 of the Law of 17 June 2016, the Client reserves the right to discontinue the competition at any time during the Procurement Procedure.

6.4. The evaluation approach of the tenders will be described in the Invitation to Tender document (ITT), which will be distributed to the selected Candidates. The Client already indicates that he will have the right to establish shortlists with the preferred tenderers. The Client also reserves the right to negotiate with one or more preferred tenderer(s). The Client can decide to award the Framework Agreement for a specific lot based on the first offer, hence without further negotiating or without allowing one or more tenderers to modify their tender.

7. Further information and query handling – Submission of questions by the Candidate

7.1. Every effort has been made to ensure that this documentation contains all the necessary information for completion by the Candidates. However, in the interest of fairness and equity, requests for additional information, clarification on the content of this document and all other queries of substance (other than in relation to purely factual or procedural matters) must be made in writing by email. Any queries should be submitted by email only, no later than **5 p.m. Brussels time on 17 January 2018** addressed to resaver.procurement@aonhewitt.com. After this date no complaint due to a bad understanding or an imperfect knowledge of the PQQ will be tolerated. Replies will be posted as soon as possible on the RESAVER website at www.provider-hub.resaver.eu.

7.2. Any other additional information elicited will be made available to all Candidates via the RESAVER website. The Candidates who have submitted a request for participation will be notified of any new information on the RESAVER website by e-mail.

7.3. If a Candidate believes a query relates to a confidential or commercially sensitive aspect of the PQQ, it must mark the query as “Confidential” and state the reason(s) why. If the Client, at its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential, subject to any obligations under law. If a Candidate has designated the query as confidential or commercially sensitive, and the Client decides that the response should be sent to all Candidates, the Client will notify the Candidate concerned, who will have the option of withdrawing the query. The Client may still issue any information it considers appropriate to all Candidates following the withdrawal of the query.

8. Deadline for Submission

Requests to participate should be submitted via e-tendering² **no later than 5 p.m. Brussels time on 31 January 2017**. Submissions registered after this deadline will not be accepted.

² URL: <https://eten.publicprocurement.be/etendering/viewWorkspacesBasedOnExtUrl.do?wsName=RESAVER+Consortium-17-1-eaward-F02>

B. Format and content of the request to participate

9. Requirements for the request to participate

9.1. Use of languages

Important notice: All communication with the Client (including periodical reporting, meetings) will be in English. Therefore the Client requires from the provider proficiency in the English language.

The request to participate should be in English. If not, the request to participate can be considered null and void.

9.2. Exclusion grounds

The Candidates cannot find themselves in one of the following circumstances as listed in Articles 67, 68 and 69 of the Law of 17 June 2016. These exclusion grounds are applicable for each member of the Candidate in case of a joint venture/consortium and for each other entity on which the Candidate relies on in order to meet the selection criteria set out under Article 9.3.

9.2.1 Mandatory exclusion grounds – no conviction

The Client shall exclude any firm from participation in this procurement where it has established, or is otherwise aware that said economic operator has been the subject of a conviction by final judgment for one of the following reasons (Article 67 of the Law of 17 June 2016):

- a. participation in a criminal organisation;
- b. corruption;
- c. fraud;
- d. terrorist offences or offences linked to terrorist activities, respectively, or inciting or aiding or abetting or attempting to commit an offence;
- e. money laundering or terrorist financing;
- f. child labour and 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 .

The obligation to exclude an economic operator shall also apply where the person convicted by final judgment is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein.

Any Candidate that is in one of the above mentioned situations may provide evidence to the effect that measures taken by him are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion (“self-cleaning”), in accordance with Article 70 of the Law of 17 June 2016. If such evidence is considered as sufficient by the Client, the Candidate concerned shall not be excluded from the procurement procedure.

The Candidate will have to fill in PART III, title A “grounds relating to criminal convictions” of the ESPD (cf. appendix 1 of the PQQ).

9.2.2 Mandatory exclusion grounds - payment of taxes and social security contributions

A Candidate shall be excluded from participation in this procurement procedure when the Candidate is in breach of its obligations relating to the payment of taxes or social security contributions for his own personnel (Article 57.2 and 57.3 of the Directive 2014/24/EU, Article 68 of the Law of 17 June 2016, and Article 62 and 63 of the RD of 18 April 2017).

The Candidate will however not be excluded (i) if the unpaid amount does not reach the amount of EUR 3.000,00 (ii) if the Candidate has obtained a deferment of payment, which it follows in a strict manner or (iii) if the Candidate has a claim on the authorities which is equal to the unpaid amount, reduced with the amount mentioned under (i) (Article 68 of the Law of 17 June 2016 and Article 62 and 63 of the RD of 18 April 2017).

The Client will also provide for a possibility of regularisation in accordance with Article 68, §1, al. 3 of the Law of 17 June 2016. The Candidate will have to provide the evidence of this regularisation within a period of 5 days after notification by the Client of the possibility to regularise.

The Candidate will have to fill in Part III “exclusion criteria”, title B “grounds relating to the payment of taxes or social security contributions” of the ESPD (cf. Appendix 1 of the PQQ). In addition, he is required to list the EEA countries in which he employs personnel as well as to give a short explanation about their social security status, e.g. by referring to the relevant government pages on the applicable social security legislation.

9.2.3 Optional exclusion grounds

The Candidate can be excluded from participation in this procurement procedure in the following circumstances (Article 69 of the Law of 17 June 2016):

- a. where the Client can demonstrate by any appropriate means a violation of applicable obligations referred to in Article 18(2) of the Directive 2014/24/EU (The Candidate will have to comply with applicable obligations in the fields of environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X of the Directive 2014/24/EU);
- b. where the Candidate is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under national laws and regulations;
- c. where the Client can demonstrate by appropriate means that the Candidate is guilty of grave professional misconduct, which renders its integrity questionable;
- d. where the Client has sufficiently plausible indications to conclude that the Candidate has entered into agreements with other economic operators aimed at distorting competition;
- e. where a conflict of interest within the Candidate within the meaning of Article 24 of the Directive 2014/24/EU (and Article 6 of the Law of 17 June 2016) cannot be effectively remedied by other less intrusive measures;
- f. where a distortion of competition from the prior involvement of the Candidate in the preparation of the procurement procedure, as referred to in Article 41 of the Directive 2014/24/EU (and Article 52 of the Law of 17 June 2016), cannot be remedied by other, less intrusive measures;
- g. where the Candidate has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions;
- h. where the Candidate has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit the supporting documents required pursuant to Article 59 of the Directive 2014/24/EU (and Article 73 of the Law of 17 June 2016); or
- i. where the Candidate has undertaken to unduly influence the decision-making process of the Client, to obtain confidential information that may confer upon it undue advantages in the

procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Any Candidate that is in one of the above mentioned situations may provide evidence to the effect that measures taken by him are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion (“self-cleaning”), in accordance with Article 70 of the Law of 17 June 2016. If such evidence is considered as sufficient by the Client, the Candidate concerned shall not be excluded from the procurement procedure.

The Candidate will have to fill in PART III, title C “Grounds relating to insolvency, conflicts of interests or professional misconduct”.

9.3. Selection criteria

9.3.1 Suitability to pursue the professional activity

For each country/lot the Candidate applies for, the Candidate must be permitted/licensed under the applicable local regulations to offer, sign and manage personal pension products.

The Candidate will have to fill in Title A: SUITABILITY – point (2) of Part IV “selection criteria” of the ESPD (cf. Appendix 1 of the PQQ) and provide for a copy of the relevant permit/license (or equivalent proof of meeting this selection criterion).

9.3.2 Financial capacity

For each country/lot the Candidate applies for, the Candidate must meet the financial requirements as established by the applicable local regulations a.o. implemented in accordance with the Solvency II Directive (Directive 2009/138/EC).

The Candidate will have to fill in Title B: ECONOMIC AND FINANCIAL STANDING – point (6) of Part IV “selection criteria” of the ESPD (cf. Appendix 1 of the PQQ) and provide for a copy of the relevant certificate (or equivalent proof of meeting this selection criterion).

9.3.3 Experience

In each country/lot the Candidate applies for, the Candidate must have at least 5 years of experience in managing personal pension products.

If in the country/lot the Candidate applies for, local personal pension product exist for less than 5 years the period of reference is reduced accordingly.

The Candidate will have to provide for a note (max. 2 pages) in which the Candidate proves his experience in managing personal pension products for at least 5 years (or for the reduced period as mentioned above).

9.4. Filling in of the ESPD (Appendix 1)

The ESPD consists of a formal statement by the Candidate that the relevant grounds for exclusion do not apply, that the relevant selection criteria are fulfilled and that it will provide the relevant information as required by the Client. By filling in this ESPD, the Candidate formally declares that:

- (i) None of the circumstances listed in Article 9.2 of this PQQ applies to the Candidate (cfr. Part III, A, B, C of the ESPD)
- (ii) He complies with all selection requirements as identified in Article 9.3 of this PQQ (cfr. Part IV of the ESPD)

In order to declare that he applies with the selection requirements and that the exclusion grounds do not apply on him, the Candidate must fill in the following parts of the European Single Procurement (ESPD), as provided in Appendix 1:

- Part II – Information concerning the economic operator
- Part III – Exclusion grounds, title A, B and C
- Part IV – Selection criteria (as described in Article 9.3)
- Part VI – Concluding statements

A separate ESPD, with the above mentioned information will be provided for each country/lot and will also have to be provided for:

- Each member of the Candidate in case of a joint venture/consortium
- Each other entity on which the Candidate relies on in order to meet the selection criteria set out under Part IV.

The Client will exclude from consideration any request to participate not meeting the requirements or not submitted in this specified format.

10. Evaluation of the requests to participate

Step 1 : completeness of the requests to participate

Note: It is the Candidate's own responsibility to check the completeness and accuracy of his request to participate. In order to submit a complete request, the Candidate must submit the filled in ESPD. If the ESPD is not attached, the request to participate cannot be taken into account.

Step 2 : The requests deemed complete will be evaluated on the basis of the criteria set out in Articles 9.2 and 9.3 of this PQQ.

To evaluate whether the Candidate fulfils the requirements set out in Articles 9.2 and 9.3, the Client asks the Candidate to submit **all of the required certificates and supporting documents immediately with the request to participate** (cf. Article 9 and ESDP).

The Candidate will have to provide for an English translation if the concerned documents are only available in another language.

If a Candidate fails to comply in any respect with the requirements set out in this PQQ (including by failure to provide sufficient detail or adequate explanation), the Client may in its absolute discretion:

- (a) reject the Candidate ; or
- (b) without prejudice to the Client's right to reject the Candidate, seek clarification from the Candidate in respect of the relevant request to participate including requesting the Candidate to provide the Client with information or items which have not been provided or have been provided in an incorrect form.

C. General Conditions

The request to participate must be prepared in English and is subject to the following:

11. Confidential information

11.1. The Client will use its best efforts to hold confidential any information provided by the Candidates subject to its obligation under law, including any applicable freedom of information legislation. The Client may disclose information provided by Candidates to lawyers, auditors and other professional advisors under appropriate terms of confidentiality as necessary. Candidates should indicate what parts of their request to participate are commercially sensitive and which they consider should be kept confidential should a Freedom of Information ("FOI") request be received. The Client will make reasonable efforts to consult with candidates about any such sensitive information before making a decision on any FOI request received.

Similarly, the Client requires that all information provided pursuant to this PQQ be treated in strictest confidence by Candidates and by submitting a request to participate, Candidates shall be deemed to so acknowledge and agree.

12. Conflicts

12.1. Any conflicts of interest involving a Candidate must be fully disclosed to the Client, particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the Candidates.

12.2. In the event of any conflict or potential conflict of interest, the Client may invite Candidates to propose means by which the conflict might be removed. The Client will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Candidate from the competition or terminating any contract entered into with a Candidate .

13. Costs of requests to participate

13.1. The Client will not be liable in respect of any costs incurred by Candidates in the preparation of requests to participate, presentations or any work effort associated with this PQQ, or any subsequent steps in this procedure.

14. Previously submitted information

14.1. Responses to this PQQ will be evaluated in their own right. No recognition will be given to information previously submitted, unless stated otherwise or granted by law.

15. No warranty by Client

15.1. Whilst the information in this PQQ has been prepared in good faith, it does not purport to be a comprehensive review of all matters relevant to the Client's requirements and neither the Client nor its advisors will accept any liability or responsibility for its adequacy, accuracy or completeness, nor do they make any representation, warranty or undertaking, express or implied, with respect to the information contained in this PQQ or future information supplied in connection with the competitive procedure with negotiations. No person has been authorised by the Client, its advisors or consultants, to give any information or to make any representation not contained in this PQQ and, if given or made, any such information or representation shall not be relied upon as having been so authorised.

16. No Contract

16.1. No commitment of any kind, contractual or otherwise shall exist for the Client, unless and until the Framework Agreement is granted to a tenderer, which will be notified thereof, without prejudice to the standstill period as foreseen in Article 11 of the Law of 17 June 2013 concerning the motivation, information and legal remedies regarding public procurement and certain contracts for works, deliveries and services.

17. Clients right to terminate/change

17.1. The Client reserves the right, without notice and without any right to compensation to terminate the procurement procedure or change any part of the tender process, including the time limits and the procedure for the tender process. In such circumstances, the Client and its advisors shall not be liable to any persons as a result thereof.

APPENDIX 1: European Single Procurement Document (ESPD)