

THIS TRANSLATION IS FOR INFORMATION PURPOSES ONLY AND THE LANGUAGE OF THE ORIGINAL DOCUMENT TAKES PRECEDENCE

# **SELECTION GUIDE**

## **Negotiation Procedure**

European Tendering Process for Cyber Insurance

N.V. Nederlandse Gasunie

4 January 2021

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*Issued by Marsh B.V. at the instruction of N.V. Nederlandse Gasunie*

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# 1 Definition of Terms

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The following terms are used in this Selection Guide. These are written with a capital letter.

**Third Party**

A corporation that is not the same legal entity as (a member of) the Applicant. A parent company of (a member of) the Applicant is also considered to be a Third Party.

**Applicant**

A corporation or a consortium submitting an Application to Participate, in order to be selected for an Invitation to Bid.

**Eligibility Requirements**

The requirements imposed on Applicants in relation to their financial and economic resources, professional competence and technical and professional expertise, as set out in Section 3.65 of the Dutch Public Procurement Act (Aanbestedingswet).

**Award**

The selection by the Special Sector Company of the Tenderer(s) with which it wishes to enter into the contract forming the subject of this tendering process.

**Award Criterion**

The criterion on the basis of which the Special Sector Company awards the contract, as set out in Section 3.74 in conjunction with Section 2.114 of the Dutch Public Procurement Act.

**Tenderer**

A selected Applicant submitting a Bid to the Special Sector Company based on the Invitation to Bid.

**Bid**

The Bid submitted by the Tenderer based on the Invitation to Bid.

**Lead Insurer**

The insurer that signs the contract as the primary insurer, and that is therefore the first contact point for claim notification and claim adjustment under the contract.

**Summary of Additional Information and Changes**

One or more documents that provide additional information for or amend the Selection Guide. The Summary of Additional Information and Changes supplied forms an intrinsic part of this Selection Guide.

**Selection Guide**

The present document, including any appendices, in which the Special Sector Company sets out all information, requirements and conditions relevant to the selection phase and on which the Applicant must base its Application to Participate.

**Special Sector Company**

The Special Sector Company organising this tendering process is N.V. Nederlandse Gasunie.

**Invitation to Bid**

The document, including any associated appendices, in which the Special Sector Company sets out all information, requirements and conditions in relation to the contract and on which the Tenderer must base its Bid.

**Grounds for Exclusion**

The criteria referred to in Section 3.65 in conjunction with Sections 2.86 and 2.87 of the Dutch Public Procurement Act, the existence of which results in exclusion from participation in the tendering process.

**Application to Participate**

The document produced by the Applicant in response to this Selection Guide, with which it wishes to qualify for the next round of this tendering process in which it is given the opportunity to submit a Bid.

**Following Insurer**

An insurer participating in the contract after the Lead Insurer.

## 2 General

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### 2.1 Introduction

N.V. Nederlandse Gasunie intends to contract out its Cyber insurance. It has asked Marsh B.V. to conduct the tendering process.

This is the Selection Guide for the European Tendering Process for Cyber Insurance for N.V. Nederlandse Gasunie (hereafter referred to as: Special Sector Company).

The Selection Guide is intended to:

- outline the contract and the tendering process to Applicants;
- clarify when and how Applicants can apply;
- set out the selection method.

Applicants are hereby invited to submit an Application to Participate, based on the Selection Guide.

### 2.2 Purpose of the Tendering Process

By means of this European tendering process, the Special Sector Company intends to take out a Cyber insurance policy with one or more Tenderers in conformity with the requirements and conditions set out in the Invitation to Bid (which will only be sent to selected Applicants).

### 2.3 Special Sector Company

N.V. Nederlandse Gasunie is a European gas infrastructure company. They take care of the transport and storage of natural gas and green gas in the Netherlands and Northern Germany. For a more detailed description, see: [www.gasunie.nl](http://www.gasunie.nl)

### 2.4 Description and Scope of the Contract

Purchase of the Cyber insurance policy

N.V. Nederlandse Gasunie intends to take out a limit of EUR 50 million.

Current policy:	
Cover	Marsh CyberWall conditions
Limit	EUR 40,000,000
Deductible	EUR 2,500,000

The contract is divided into lots.

- Lot 1: Primary layer (with option for co-insurance for Lead and/or Following Insurer)
- Lot 2: Excess layer(s) (with option for co-insurance as Following Insurer), to follow primary insurer.

Bidders are expressly invited to submit a proposal for multiple layers.

The limit offered for the Primary and Excess layers must not be less than EUR 5 million. Preferably layers of 10 million.

For the primary layer: at least two proposals must be received.

For the Excess layers: at least three proposals must be received per layer.

Further details on the contract and the risk concerned will be sent to the selected Applicants.

## 2.5 Term of the Contract

The contract will be entered into with effect from 1 June 2021 for the duration of 12 months with automatic renewal.

## 2.6 Structure of the Selection Guide

This Selection Guide is structured as follows:

Chapter 1:	Definition of terms used in the Selection Guide
Chapter 2:	Description of the organisation, contract and structure of the document
Chapter 3:	Description of the procedure for this European tendering process
Chapter 4:	Description of the Grounds for Exclusion and minimum Eligibility Requirements
Chapter 5:	Description of the selection procedure

The following appendices form part of this Selection Guide:

- Application Form (Appendix A)
- Non-Disclosure Agreement (Appendix B)
- European Single Procurement Document (Appendix C, included in TenderNed)
- Third-Party Statement on Resources and/or Expertise (Appendix D)
- List of References Form (Appendix E)

## 3 Procedure for the European Tender

### 3.1 Nature of the Procedure

Since the estimated value of this contract exceeds the European threshold value for public sector contracts in special sectors, the Special Sector Company is using a European negotiated procedure with prior publication in conformity with Directive 2014/25/EU and the 2012 Dutch Public Procurement Act.

### 3.2 Description of the Procedure

This negotiated procedure with prior publication consists of two phases: a selection phase and an award phase.

During the selection phase, Applicants are selected that are suitable for the contract. Chapter 4 of this Selection Guide sets out the requirements you must meet to be eligible as a suitable Applicant. Following assessment of the submitted Applications to Participate, the Applicants deemed suitable will receive an Invitation to Bid and will be given the opportunity to submit a Bid.

During the award phase, negotiations will take place with the various Tenderers concerning their Bids. After submission of the "best and final offers" (BAFO), the Special Sector Company will select one or more Tenderers with which it wishes to conclude an agreement. Only Bids that comply with all the rules of procedure and requirements of the contract set out in the Invitation to Bid will be eligible for Award. The Award Criterion that the Special Sector Company will use is: the "best price/quality ratio" (previously economically most advantageous Bid (abbreviated to EMAB)). This will only apply to the Primary Lead Insurer. The Following Insurer(s) is/are mainly selected on the basis of the lowest price.

### 3.3 Schedule

The schedule for this tendering process is set out in the table below.

Activity	Date
<b>Selection phase</b>	
Dispatch of tender notification	4 January 2021
Deadline for submission of questions	<b>15 January 2021 (12:00 CET)</b>
Deadline for publication of Summary of Additional Information and Changes	22 January 2021
Deadline for submission of Applications to Participate	<b>4 February 2021 (12:00 CET)</b>
Selection	4 February – 11 February 2021
<b>Award phase</b>	
Dispatch of Invitations to Bid	11 February 2021
Deadline for submission of questions	<b>17 February 2021 (12:00 CET)</b>
Deadline for publication of Summary of Additional Information and Changes	24 February 2021
Deadline for submission of questions	<b>1 March 2021 (12:00 CET)</b>
Deadline for publication of Summary of Additional Information and Changes	4 March 2021
<b>Phase 1 – Lead Share</b>	
Deadline for submission of Bids <i>–Lead Insurer</i>	<b>15 March 2021 (12:00 CET)</b>
Negotiations <i>–Lead Insurer</i>	15 – 22 March 2021
Deadline for submission of BAFO	<b>25 March 2021 (12:00 CET)</b>

–Lead Insurer	
Provisional Award –Lead Insurer (start date Alcatel standstill period)	1 April 2021
<b>Phase 2 – Following Share</b>	
Deadline for submission of questions –Following Insurer	<b>6 April 2021 (12:00 CET)</b>
Deadline for publication of Summary of Additional Information and Changes –Following Insurer	9 April 2021
Deadline for submission of Bids Following Insurer	<b>20 April 2021 (12:00 CET)</b>
Negotiations –Following Insurer	20 – 26 April 2021
Deadline for submission of BAFO –Following Insurer	<b>30 April 2021 (12:00 CET)</b>
Provisional Award –Following Insurer (start date Alcatel standstill period)	7 May 2021
Final Award for the Lead and Following share	28 May 2021
<b>Start date of contract</b>	
Start date of contract	1 June 2021

Should there be any unforeseen reason to deviate from the above schedule, the Special Sector Company reserves the right to change the schedule unilaterally (with due observance of statutory minimum periods). Applicants will be given sufficient notice in the event of any changes.

### 3.5 Contact Person and Communication

This tendering process will be conducted by Marsh B.V. at the instruction of the Special Sector Company. All correspondence about this tendering process will take place via TenderNed.

All information relevant to participation in this tendering process will be made available in TenderNed. If new documents are added, you will receive notification via TenderNed.

It is prohibited to seek contact with Marsh B.V. in relation to this tendering process in any way other than the method described here, and failure to comply will result in exclusion from the process. It is also prohibited to seek contact with the Special Sector Company in relation to this tendering process, and failure to comply will result in exclusion from the process.

### 3.6 Summary of Additional Information and Changes

Requests for further information and questions relating to the content and aspects of this tendering process can be made via TenderNed by 12:00 noon at the latest on the date indicated in the 'Schedule' section.

When asking questions about the content of this Selection Guide, it should be indicated for each question to which section of text, including the page number, the question relates. All questions asked will be anonymised and responded to in the Summary of Additional Information and Changes. This Summary of Additional Information and Changes will be sent to all Tenderers via TenderNed and will form an integral part of the tender documents.

### **3.7 Errors and Contradictions**

This Selection Guide has been compiled with the greatest care. However, should you notice any errors, irregularities, inconsistencies or contradictions, you must inform the Special Sector Company as soon as possible, but at the latest before the deadline for submitting questions for the Summary of Additional Information and Changes. You can give notice of your objection by submitting a question for the Summary of Additional Information and Changes. If you are not satisfied with the response to your objection provided in the Summary of Additional Information and Changes and you maintain your objection, you can submit an official complaint to the complaints desk for this tendering process (see 'Complaints Procedure' section). Incidentally, you are also free to lodge a complaint at any time.

In the absence of objections, the Special Sector Company will assume that the tendering process can go ahead without objections and that the phase for receiving the Applications to Participate can commence. Applicants that fail to submit objections regarding errors, irregularities, inconsistencies or contradictions in good time waive their right to object to those shortcomings or forfeit that right.

### 3.8 Complaints Procedure

An Applicant that is of the opinion that a particular act or omission by the Special Sector Company violates applicable laws and regulations may submit a complaint to:

**Anda Verhoeven**

[Anda.Verhoeven@marsh.com](mailto:Anda.Verhoeven@marsh.com)

An Applicant must explicitly state that it concerns a complaint, state the tender process to which the complaint relates, and provide a reason to substantiate the complaint (maximum 200 words).

### 3.9 Rules of Procedure

Applicants that believe they meet the requirements set out in this Selection Guide can apply to participate in the tendering process.

#### 3.9.1 Single Application

Applicants can apply only once, either independently or as members of a consortium.

Any authorised agent submitting an application must be mentioned as the consortium lead (see p.3 European Single Procurement Document (ESPD), **Appendix C**). The underlying insurers must be mentioned as other participants. The consortium is regarded as a single Applicant.

The Special Sector Company reserves the right to exclude Applicants if the Applicants cannot plausibly demonstrate that their participation does not distort competition. For example, competition may be distorted if several Applicants form part of the same group as defined in Article 2:24b of the Dutch Civil Code. In addition, competition is also considered distorted if an organisation or corporation has applied independently or as a member of a consortium as well as in the role of a Third Party with another Applicant.

#### 3.9.2 Reliance on Financial Resources and/or Expertise of a Third Party

If (a member of) an Applicant uses the financial resources or expertise of a Third Party in order to meet the Eligibility Requirements, this fact must be mentioned in the ESPD (**Appendix C**).

The "Third-Party Statement on Resources and/or Expertise" in **Appendix D** must also be completed and signed by

the Third Party/Parties concerned and added to the Application to Participate. On the form, the Third Party declares that (the member of) the Applicant, which the Special Sector Company intends to select, may dispose freely of the resources upon its first request in order to meet the Eligibility Requirement(s).

When an independent Applicant or a member of a consortium uses the financial statements of a Third Party in order to demonstrate the availability of financial resources (see 'Eligibility Requirements in Relation to Financial and Economic Resources' section), the Third Party concerned – and, if the Third Party concerned forms part of a group with consolidated financial statements, the ultimate parent company of the Third Party concerned – must accept joint and several liability for fulfilling the obligations of the independent Applicant or member of a consortium by completing and signing **Appendix D**.

**3.9.3 Formal Requirements for Submission of the Application to Participate**

Only Applications to Participate that are compiled and submitted in full compliance with the guidelines below will be taken into consideration.

- Applications to Participate must bear a legally valid signature, where required.
- Applications to Participate must be complete and not contain any items and/or documents other than those requested in this Selection Guide (see 'Formal Requirements for the Structure of the Application to Participate' section).
- Applications to Participate and all other correspondence must be compiled in Dutch or English.
- Applications to Participate must be submitted via TenderNed.

Tendered website:

<https://www.tenderned.nl/cms/english>

<https://www.tenderned.nl/cms/english/registering-foreign-business-tendered>

Applications to Participate must be received in the TenderNed safe **no later than 4 February 2021, 12.00 noon CET.**

Applications to Participate received after the deadline will not be considered.

- Applications to Participate submitted by fax, mail or in any manner other than that stated above will not be accepted.
- If there are problems when submitting via TenderNed, please report this to: [nedzad.masic@marsh.com](mailto:nedzad.masic@marsh.com)  
This report must be made at least 2 hours before the deadline expires. A solution will then be sought jointly. This solution may, for example, consist of delivery by email or physical delivery (on USB stick) of the bid. This can only be done in the situation described above and with the consent of the Special Sector Company.

**3.9.4 Formal Requirements for the Structure of the Application to Participate of Lead and Following Insurers**

Applications to Participate must consist of the following chapters:

Tab	Description	Form to be completed
1	Application Form	Yes, Appendix A
2	Non-Disclosure Agreement	Yes, Appendix B
3	European Single Procurement Document (ESPD)	Yes, Appendix C
4	Third-Party Statement on Resources and/or Expertise (only if Third-Party resources are relied upon to meet the Eligibility Requirements)	Yes, Appendix D
5	List of References	Yes, Appendix E Only mandatory for the Lead insurer

The forms must be completed and signed exactly as specified. It is not permitted to change the fixed text on the forms. The forms must be validly signed by an employee who is sufficiently authorised to represent and make binding commitments on behalf of the corporation(s).

### **3.9.5 Other Rules of Procedure**

#### **3.9.5.1 Submitting a Bid is Tantamount to Agreement with the Rules of Procedure**

By submitting an Application to Participate, Applicants agree unconditionally to all the provisions contained in this Selection Guide. Applicants must state this on the application form as proof of consent.

#### **3.9.5.2 Distortion of Free Competition**

Any attempt by the Applicant (or anyone acting on behalf of the Applicant with or without its knowledge) to influence the Special Sector Company or the assessment team during the tendering process will result in exclusion from participation in the remainder of the process.

#### **3.9.5.3 Reimbursement of Costs**

Applicants are not entitled to reimbursement of any costs incurred in the context of this tendering process.

#### **3.9.5.4 Reservation**

The Special Sector Company reserves the right at all times to (temporarily) halt the tendering process or not to award the contract. Even in such cases, the Special Sector Company is not liable for reimbursing to Applicants any costs incurred in the context of this tendering process.

#### **3.9.5.5 Duty of Confidentiality**

The Applicant is obliged to treat the information supplied by the Special Sector Company as confidential, and will be excluded from the process if this obligation is breached.

For its part, the Special Sector Company guarantees that information originating from the Applicant, the confidentiality of which it is aware, or should be aware, will be treated confidentially. However, under the Dutch Public Procurement Act, the Special Sector Company is obliged to provide certain information to the other Tenderer(s) as well as to publish the reasons for the award decision, but in doing so will take into account the legitimate commercial interests of the Tenderer.

#### **3.9.5.6 Verification of Accuracy**

The Special Sector Company reserves the right to verify the accuracy of any information provided by the Applicant. The Special Sector Company also reserves the right to verify the accuracy of any information relating to Third Parties by contacting those Third Parties.

#### **3.9.5.7 Misrepresentation**

Providing incorrect information or making commitments that are not (or cannot be) fulfilled is regarded by the Special Sector Company as 'misrepresentation' within the meaning of Section 3.65(4) in conjunction with Section 2.87(1)(h) of the Dutch Public Procurement Act. This can lead to exclusion at any time during the tendering process. If it transpires after the contract is awarded that this has taken place on the basis of 'misrepresentation', this may result in rescission of the contract without the Special Sector Company being liable to pay any compensation. A Tenderer that has made a 'misrepresentation' is liable for all direct and consequential loss suffered by the Special Sector Company as a result.

#### **3.8.5.8 Clarification of the Application to Participate**

The Special Sector Company reserves the right to provide Applicants with an opportunity to clarify non-essential aspects of their Application to Participate or to correct unintentional errors.

#### **3.9.5.9 Law of the Netherlands**

The tendering process, the Award, the contract and any disputes are governed by the law of the Netherlands.

**3.9.5.10 Disputes**

Disputes concerning the provisional award decision must be referred to the competent court in Rotterdam within 20 calendar days of the date of the provisional award decision.

This constitutes a limitation period. If a dispute is referred later, the Tenderer will forfeit its rights and the claim will be declared inadmissible.

Any other disputes (including proceedings on the merits and actions for damages) must be referred to the competent court within three months of the final award, subject to being considered inadmissible. This constitutes a limitation period.

**3.9.5.11 Review Clause**

If, during the term of a policy, an insurer's share in the policy is released, for which, in view of the size of the share released, a European tendering process would be appropriate, the Special Sector Company is entitled to offer the share released privately to the other insurers of the policy in question, as well as to the insurers that have qualified for this European tendering process but have not been awarded a share in the policy. Taking into account possible changed circumstances and the limitations set out in this Guide, the released share will be awarded in line with the original award requirements.

## 4 Grounds for Exclusion and Minimum Eligibility Requirements

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### 4.1 Grounds for Exclusion and Eligibility Requirements

Applicants not subject to any of the Grounds for Exclusion listed below and Applicants that meet the Eligibility Requirements listed below qualify for further participation in this tendering process.

In completing and signing the ESPD (**Appendix C**), the Applicant must declare that none of the Grounds for Exclusion apply to it and that it meets the Eligibility Requirements. In the case of a consortium, each participant must individually complete the ESPD. If (a member of) an Applicant uses the financial resources or expertise of a Third Party in order to meet the Eligibility Requirements, the Third Party concerned must also complete the ESPD.

The Special Sector Company reserves the right, upon receipt of the Applications to Participate and before proceeding to selection, to verify the accuracy of the ESPD by requesting the supporting documents referred to in the following paragraphs. The Applicant must submit the supporting documents within three working days of the request to do so.

### 4.2 Grounds for Exclusion

Applicants are excluded from participation in this tendering process if, at any time, one or more of the circumstances referred to in Section 2.86 or 2.87(1)(a), (b), (c), (d), (e), (f), (g), (h) and (j) of the Dutch Public Procurement Act (see also Section 3.65 of the Dutch Public Procurement Act) apply to (any one of the members of) the Applicant.

Upon Marsh B.V.'s first request, the Applicant that the Special Sector Company intends to select will submit the following official supporting documents (of all participants) within the time-limit set for that purpose:

1. An extract of registration in the trade register of the Chamber of Commerce that is not older than six months at the time of submission of the Application to Participate (Section 2.89(1) of the Dutch Public Procurement Act).
2. A Certificate of Good Conduct for Public Contracts, as referred to in Section 2.89(2) in conjunction with Section 4.1 of the Dutch Public Procurement Act dated after 1 July 2016, showing that the conduct of the corporation does not preclude the execution of work for which the certificate is requested.
3. A statement from the tax authorities as referred to in Section 2.89(3) of the Dutch Public Procurement Act that is not older than six months at the time of submission of the Application to Participate.

In the event that no supporting documents or statements as referred to under points 1 to 3 are issued in the country in which the corporation is based, it will suffice, pursuant to Section 2.89(4) of the Dutch Public Procurement Act, for the corporation to provide information and documents from another Member State that serve an equivalent purpose or show that none of the Grounds for Exclusion apply to it.

### 4.3 Eligibility Requirements

In order to be selected as an eligible Applicant and to receive an Invitation to Bid, the Applicant must meet all of the following Eligibility Requirements, which apply as knock-out criteria.

#### **4.3.1 Eligibility Requirements in Relation to Financial and Economic Resources**

Applicants must possess a good security rating (at least an A- from Standard & Poor's or comparable rating) consistently over several years, or be able to demonstrate the availability of equivalent financial resources in another manner. In the case of a consortium, this requirement applies to each individual participant, with the exception of an authorised agent.

If (a member of) the Applicant does not have an A- from Standard & Poor's or comparable rating, the Applicant that the Special Sector Company intends to select is obliged to submit information to prove the availability of equivalent financial resources, at Marsh B.V.'s first request and within the time-limit set for that purpose.

#### **4.3.2 Method of Claim Settlement**

The Applicant must comply with the customary method of claim settlement in the Dutch insurance market without exception and in collaboration with the co-insurers.

##### **4.3.2.2 Professional Competence of Staff**

In the acceptance department and the claims department, the Applicant for the Primary layer must have a sufficient number of employees who possess the necessary level of competence to administer the insurance with the required professionalism, efficiency, experience and reliability. The employees must also be fluent in spoken and written Dutch and or English.

Upon Marsh B.V.'s request, and within the time-limit set for that purpose, the Applicant that the Special Sector Company intends to select must provide details of the employees who will be responsible for providing the services, complete with their professional qualifications and experience, by submitting their CVs supplemented with information relevant to the service. This provision applies to the primary insurers.

##### **4.3.2.3 Core Competency(ies)**

Applicants for the Primary layer must have experience in insuring similar risks. Similar is considered a cybercover for an insured with a turnover of at least € 1.000.000.000.

In addition to the ESPD, the Applicant must provide a reference to prove compliance with the said core competency by completing and validly signing the "List of References Form" set out in **Appendix E** and attaching it to its Application to Participate. The reference must not be older than 3 years at the time of submission. The Special Sector Company reserves the right to obtain information from the reference provided, without consulting the Applicant.

#### **4.3.3 Eligibility Requirements in Relation to Professional Competence**

##### **1. Registration in the Trade Register**

All members of the Applicant must be registered in the Trade Register or hold a comparable statement under oath or certificate, as referred to in Section 2.98(1) of the Dutch Public Procurement Act.

##### **2. Licences**

All members of the Applicant, except for an authorised agent, must also hold a licence as a general insurer for the relevant sectors issued by the Dutch Central Bank (De Nederlandsche Bank, DNB) for operating an insurance business in conformity with the Dutch Financial Supervision Act (Wet op het financieel toezicht, Wft), or be authorised by DNB to operate as a general insurer for the relevant sectors in the Netherlands and be entered in the public register.

An authorised agent must hold a licence issued by the Netherlands Authority for the Financial Markets (Autoriteit Financiële Markten, AFM), as referred to in Section 2:92 of the Dutch Financial Supervision Act, to operate as an authorised agent.

An Applicant that the Special Sector Company intends to select must, at Marsh B.V.'s first request and within the time-limit set for that purpose, submit an extract from the registration entry (of each member) in the Trade Register or a comparable statement under oath or certificate that is not older than six months on the date the Application to Participate is received, as well as a copy of the necessary licence(s).

## 5 Assessment Procedure and Selection

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### Assessment Procedure

After the closing date for the submission of Applications to Participate, they will be opened and assessed by at least two representatives of Marsh BV. Applications to Participate are assessed based on the rules of procedure, Grounds for Exclusion and Eligibility Requirements set out in this Selection Guide. The assessment of Applications to Participate will take place as follows:

- Step 1: Applications to Participate that are submitted on time and in the correct manner are checked for completeness. Applications to Participate that are incomplete will, in principle, be put aside and excluded from further participation in the tendering process. Depending on the severity of the shortcoming, the Special Sector Company may decide to ask the Applicant in writing to clarify its Application to Participate or to supplement it on non-essential points. This is at the sole discretion of the Special Sector Company.
- Step 2: The ESPD is then examined to check whether there are any Grounds for Exclusion and whether the Applicant meets all the Eligibility Requirements. Applicants subject to any Grounds for Exclusion and/or Applicants that do not meet all the Eligibility Requirements will be rejected and excluded from further participation in the tendering process.
- Step 3: If deemed necessary, supporting documents accompanying the ESPD may be requested from the Applicants remaining after the previous step.
- Step 4: Any supporting documents that were requested are verified.

### Selection

Once the supporting documents have been verified, the selection takes place. The Invitation to Bid is sent simultaneously to all eligible Applicants selected during the selection phase. Rejections of Applicants that were not selected are sent out at the same time, stating the reasons for the rejection.

## 6 Appendices

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**Appendix A Application Form**

**Appendix B Non-Disclosure Agreement**

**Appendix C European Single Procurement Document**

**Appendix D Third-Party Statement on Resources and/or Expertise**

**Appendix E List of References Form**

## Appendix A Application Form

### Part of the European Tendering Process for Cyber insurance for N.V. Nederlandse Gasunie, 1 June 2021

The Applicant named below, consisting of (include all participants in the case of a consortium):

Official name and legal form of independent Applicant/1st participant:	
Official name and legal form of 2nd participant:	
Official name and legal form of 3rd participant:	
Official name and legal form of 4th participant:	

Submits an Application to Participate (tick the appropriate box)

For the **Primary layer**:

- as Lead Insurer (in co-insurance Yes/No, please circle)
- as Following Insurer (in co-insurance Yes/No, please circle)

For the **Excess layer(s)**:

- as Lead Insurer (in co-insurance Yes/No, please circle)
- as Following Insurer (in co-insurance Yes/No, please circle)
- Declares that the 1st participant will act as the Applicant's representative, which is authorised to represent the Applicant in all matters within the scope of this tendering process and the execution of the contract, and to act as the sole point of contact for the Special Sector Company.
- Undertakes to submit at Marsh B.V.'s request the supporting documents referred to in the chapter 'Grounds for Exclusion and Minimum Eligibility Requirements' within the time-limit set for that purpose.
- Unconditionally agrees with all the provisions set out in the Selection Guide for this tendering process.

Thus stated truthfully and duly signed,

Name of duly authorised representative of independent Applicant/1st participant:

Position:

Signature:

Town/City:

Date:

## Bijlage B Confidentiality Agreement

Part of the European Tendering Process for Cyber insurance for N.V. Nederlandse Gasunie, 1 June 2021

\_\_\_\_\_ [Name of non-Marsh Party], residing  
at \_\_\_\_\_ [full style address of  
non-Marsh Party], for this purpose represented by  
\_\_\_\_\_ [full style  
name and title of person(s) representing non-Marsh Party], hereinafter referred to as  
'Company',

Whereas,

- A. Company in the context of the European tender of the <<name insurance>> <<name client>> (hereinafter called "the Project") will come into contact with company information of <<name client>> (hereinafter "Speciale-sectorbedrijf") and Marsh BV (hereinafter called Marsh) of a confidential nature (hereinafter "Confidential Information");
- B. Speciale-sectorbedrijf and Marsh wish to ensure the confidentiality of the information which Company comes into contact with;
- C. Speciale-sectorbedrijf and Marsh are prepared to disclose such information to company (Speciale-sectorbedrijf, Marsh and Company together hereinafter referred to as Parties) under the conditions mentioned below.

Company declares to agree with the following:

1. 'Confidential Information' shall mean any information or data relating to the Project, which is provided by Marsh in connection with the Project, except that the definition of 'Confidential Information' shall not include information or data which:
  - a. is or becomes generally available to the public other than as a result of a breach by Company; or
  - b. is or becomes available to Company on a non-confidential basis from a source other than Marsh, provided that Company had no reason to believe that the source was bound by any confidentiality or fiduciary obligation with Marsh and/or Speciale-sectorbedrijf;
  - c. Company or any party to whom the information is provided under this confidentiality statement is required to disclose by law, including, without limitation, pursuant to a Court Order or similar document; provided, however, that Company is under the obligation to inform Marsh about the obligation to disclose the Confidential Information.
2. The Confidential Information shall be used solely for the Project and Confidential Information shall be kept confidential and shall not be disclosed by Company to any third party, provided however that:

- a. Confidential Information may be disclosed to Company's subsidiaries, affiliates, directors, officers, employees, representatives of its advisers and (re)insurers who need to know such information for the Project (it being understood that such subsidiaries, affiliates, directors, officers, employees, representatives of advisers and (re)insurers shall be informed by Company of the confidential nature of the Confidential Information and shall be directed by Company to treat such information confidentially and it being understood that Company shall on demand of Marsh provide written evidence hereof);
  - b. Company may make any disclosure of such Confidential Information to third parties which Marsh consents in writing in advance;
3. Company shall use the same degree of care to protect the Confidential Information as Company customarily uses to protect and prevent its own confidential Information from disclosure to third parties, which shall be at least such degree of care that any reasonable person would take to protect and prevent disclosure of confidential information.
4. Company shall restrict the reproduction of Confidential Information to what is strictly necessary within the context of the Project.
5. If Marsh so requests, Company shall promptly redeliver to Marsh all material in tangible form containing or reflecting any information contained in the Confidential Information (whether prepared by Company, Marsh or otherwise) and shall delete all material containing or reflecting the Confidential Information held on computer, disc, tape or other intangible form and shall not retain any copies, extracts or other reproductions in whole or in part of such material, except that Company may retain reports, analyses or studies prepared by Company or on Company's behalf and copies of such documents as are necessary for regulatory or compliance purposes.
6. The obligations and restrictions which arise from this confidentiality statement will remain in force for a period of three years after termination of the Project.
7. Company acknowledges and agrees that Company does not acquire by implication or otherwise any right in or title to or licence in respect of Confidential Information disclosed to Company pursuant to this confidentiality statement and that any intellectual property rights in all Confidential Information disclosed pursuant to this confidentiality statement shall, subject to any right of any other owner, remain with Marsh or Speciale-sectorbedrijf.
8. No failure or delay in exercising any right under this confidentiality statement will be construed as a waiver of such right and nothing shall preclude the exercise of such right in the future.
9. This confidentiality statement is governed by and shall be construed in accordance with Dutch law and any disputes as to its terms shall be submitted to the exclusive jurisdiction of the District Court of Rotterdam.

[Name of Company]

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By:

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Signature(s):

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Date:

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## Appendix C European Single Procurement Document

### Part of the European Tendering Process for Cyber insurance for N.V. Nederlandse Gasunie, 1 June 2021

*Since 1 July this year, the use of the European Single Procurement Document (ESPD) has been mandatory in the Netherlands for tenders both above and below the threshold. The ESPD has been included in TenderNed.*

*All businesses named in the application form (Appendix A) must complete this declaration in full and duly sign it. If (a member of) an Applicant uses the financial resources or expertise of a Third Party in order to meet the Eligibility Requirements, the Third Party concerned must also complete the ESPD.*

- Additional information can also be found on:

<https://www.pianoo.nl/en/about-pianoo-0>

- Online application is available in English

<https://www.tenderned.nl/cms/english>

<https://www.tenderned.nl/cms/english/registering-foreign-business-tenderned>

## Appendix D Third-Party Statement on Resources and/or Expertise

### Part of the European Tendering Process for Cyber insurance for N.V. Nederlandse Gasunie, 1 June 2021

*If an independent Applicant or members of a consortium are relying on the resources or expertise of one or more Third Parties in their Application to Participate in order to meet the Eligibility Requirements, this statement must be fully completed and duly signed by the Third Party concerned.*

The Undersigned (name of Third Party):.....

With its registered office in:.....

Declares that (enter name of independent Applicant or consortium member) .....

(hereafter referred to as the "Contractor")

is relying on the resources and/or expertise of the undersigned in relation to the following Eligibility Requirement(s):

.....  
.....  
.....  
.....

If the contract is awarded to the Contractor, the Contractor may dispose freely of the necessary resources and/or expertise upon its first request in order to meet the Eligibility Requirement(s).

If the Contractor is relying on the financial statements of the undersigned in order to meet the requirements for financial resources (see section 'Eligibility Requirements in Relation to Financial and Economic Resources'), the undersigned hereby accepts joint and several liability for meeting the obligations of the Contractor arising from any insurance contract to be entered into within the framework of this tendering process.

Thus stated truthfully and duly signed,

Name of duly authorised representative of the corporation: .....

Position: .....

Signature: .....

Town/City: .....

Date: .....

**Appendix E List of References Form – Mandatory for the Lead insurer**

Part of the European Tendering Process for Cyber insurance for N.V. Nederlandse Gasunie, 1 June 2021

<b>Reference Core Competency</b>	
Client name	
Town/City	
Country of residence	
Name of contact person	
Telephone number	
Type of insurance package	
Interests insured	
Share	
Lead/To follow	