

VGA Verzekeringen

Specifications for the European public tender for liability reinsurance

Specifications European public tender
Ref.: 276727 / AVB2021VGA

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1. Glossary/definitions

Contracting authority	N.V. Verzekeringsbedrijf Groot Amsterdam (hereinafter: VGA)
Procurement Act 2012	Act of 1 November 2012 containing new rules regarding tenders
Tender documentation	All documents pertaining to this European public tender, including the Specifications and the Schedule of Requirements
Assessment committee	The persons who, on behalf of VGA, assess the tenders received and advise the body competent to decide on the award
Provision	All provisions, conditions, regulations and requirements from the Specifications and the Schedule of Requirements
Specifications	These Specifications (including the Schedule of Requirements), in which the tender procedure is described and the requirements and conditions are stated
Enclosure(s)	The documents included in the Specifications with the title Enclosure
Excess reinsurers	See definition Reinsurer
Excess reinsurance	See definition Reinsurance
Declaration of conduct by the contracting authority	The statement as referred to in section 4.1 of the Procurement Act 2012
Authorised agent	Effecting an insurance in the exercise of a profession or business as referred to in the Wft, as an authorised representative of a Reinsurer, for the latter's account
Award criterion	The criterion on the basis of which the Tender is assessed and weighed in terms of content
Reinsurer	The person who engages in the business of concluding reinsurance for his own account and the settlement of such reinsurances or the direct insurers performing reinsurance activities, as meant in the Wft
Reinsurance	Reinsurance is insurance in which risks are accepted as meant in the Wft
Tender form	The form provided by VGA on which Tenderer must submit the price
Tenderer	The Reinsurer who submits a Tender subject to the provisions of these Specifications
Tender	An offer/quotation submitted by the Tenderer
Notice of Information	Document(s) containing anonymised questions asked by the Tenderer together with the answers provided by the Contracting Authority, as well as any changes and/or additions to the descriptive document. The Notice of Information is an integral and binding part of the tender documents
Operator	Contractor, supplier or service provider as meant in section 1.1 of the Procurement Act 2012

Client	N.V. Verzekeringsbedrijf Groot Amsterdam
Contractor	The Tenderer with whom the client enters into an Contract in the context of this tender
Contract	The contract for the liability reinsurance between VGA and Reinsurer that is concluded by award
Planning	The planning of the present tender procedure as described in paragraph 3.2 of the Specifications
Parcel	The tender is subdivided into three Parcels. The description per Parcel is to be found in the Schedule of Requirements
Schedule of Requirements	Enclosure 1 of these Specifications
Joint venture	Several Contractors who jointly register for the assignment
Non-life insurer	The one who makes his business of taking out non-life insurances for his own account and settling those non-life insurances as referred to in the Wft
Sub-award criteria	The sub-award criteria, which are described separately in Chapter 7 of these Specifications
Uniform European Tender Document	The Uniform European Tender Document as referred to in section 2.84 paragraph 1 of the Procurement Act 2012
Policyholder	N.V. Verzekeringsbedrijf Groot Amsterdam
Wft	Financial Supervision Act and the associated laws and regulations

2. Introduction

General

- 2.1. These are the Specifications for a European public tender. N.V. Verzekeringsbedrijf Groot Amsterdam (hereafter: "VGA") invites you to submit a Tender for the liability reinsurance. These Specifications and the accompanying Schedule of Requirements contain all relevant information about this tender, including requirements and preconditions.
- 2.2. VGA is a Contracting Authority as referred to in the Procurement Act 2012 and the Procurement Act 2012 is applicable to this tender.

The Contracting authority

- 2.3. VGA is the insurer and broker company of and for the municipality of Amsterdam and/or associated and affiliated organisations and/or participating interests. The municipality of Amsterdam (and/or associated and affiliated organisations and/or participating interests) with its buildings, infrastructure, semi-industrial companies, traffic, public transport and museums requires a diverse package of insurances. For the city districts, services, companies and associated organisations and its participations, such as: Municipal Transport Company (GVB), Port Authority and Waternet. VGA takes care of the insurances, risk management and claims handling.
- 2.4. VGA is a professional organisation with its own internal expertise. VGA works as an insurer with permanent contacts. As a result, there are short lines with its insureds and it is possible to switch quickly.
- 2.5. VGA has knowledge of both the content of the risks of the municipality of Amsterdam and the purchase and placement of insurance. VGA employs a risk manager who is committed to increasing risk awareness within and/or associated and affiliated organisations and/or participations. In addition, VGA has an expert claims department which handles various types of loss both below and above the retention in coordination with risk bearers.
- 2.6. VGA currently employs approximately 60 employees, divided over the departments Insurances, Claims, Finance, ICT and staff. VGA profiles itself as a professional, risk-aware and service-oriented organisation.

History

- 2.7. VGA started as a fire loss fund in 1919, after which the organisation developed through a general insurance fund into a modern business in the form of a company (founded in 1970). This special position makes VGA what it is today: the insurance company and intermediary company of and for the municipality of Amsterdam and/or associated and affiliated organisations and/or participating interests.

Description: Municipality of Amsterdam

- 2.8. Amsterdam is the (titular) capital and, in terms of inhabitants, the largest municipality in the Netherlands. The city, also called Mokum in the local Amsterdam language (from Yiddish), is located in the province of North Holland, at the mouth of the rivers Amstel and IJ.
- 2.9. Amsterdam owes its name to the position near a dam which was constructed in the Amstel river in the 13th century. The place was granted city rights around 1300 and grew into one of the largest trading cities in the world during the Golden Age. From the end of the 16th century, population growth led to urban expansions, including the canal belt, which is on the UNESCO World Heritage List and is one of the major city attractions. Other attractions are museums such as the Rijksmuseum, the Stedelijk Museum and the Van Gogh Museum, the Anne Frank House. Amsterdam has two universities and has the most nationalities in the world.
- 2.10. On 1 January 2020, the Municipality of Amsterdam had approximately 872,700 inhabitants. On 1 December 2012, the municipality reached a population of 800,000 for the first time since the 1970s.
- 2.11. The city is administratively divided into seven district committees, which in turn are divided into neighbourhoods and quarters. For further information reference is made to www.amsterdam.nl.

Claims handling

- 2.12. Not until a loss or damage occurs does the value of an insurance become visible. Every claim is handled by VGA with a proactive attitude, service-oriented and with the ambition to settle matters in a fair way. Complex claims are our specialty. In that respect VGA looks for the right balance between accuracy and a pragmatic attitude. Simple issues are resolved quickly and efficiently.
- 2.13. Claims specialists are working at VGA. Every employee has the required and legal certificates, including the Act on Financial Supervision and/or the M&S (Motor Vehicles Insurance and Claims Handling) certificates. Permanent education is also engaged in continuously.
- 2.14. The VGA claims specialists make every effort in order to arrive at a well-considered approach and also take the responsibility to optimally protect the interests and reputation of the municipality of Amsterdam and/or associated and affiliated organisations and/or participations. The claims specialists have a sector-specific knowledge thanks to many years of experience in handling government and business claims.
- 2.15. The claims specialists work closely together with the underwriters and the risk management advisor of VGA. If necessary, external loss adjusters, experienced lawyers or mediators are used to come to a solution in an energetic way.

The Victim is central

- 2.16. VGA is affiliated with the Bodily Injury Register <https://deletselschaderaad.nl> and works in accordance with the Code of Conduct for Handling Bodily Injury Claims. The victim is central in bodily injury claims.

Risk management

- 2.17. VGA puts a lot of effort into controlling the burden of loss. The VGA risk manager analyses the claims data and engages in conversation with the customers about the results. This may be based on a trend in claims data, but also on the basis of themes such as road management and/or safety. The main causes of loss or damage are discussed as well as the mitigating measures which have been taken or may be taken by customers in order to reduce the burden of loss and to prevent a recurrence of a loss or damage.
- 2.18. In addition, the risk manager, by invitation, joins risk sessions within the municipality and there are annual discussions with the risk managers of various customers.
- 2.19. The recent centralisation of various activities within the municipality means that VGA is able to realise uniform agreements in the field of risk management. In addition to monitoring and analyses of the burden of loss by the risk manager of VGA, the employees of the Business Insurance and Claims departments, as well as the management of VGA, are actively committed to preventing loss or damage during consultations with customers.

Structure Specifications

- 2.20. The Specifications and Schedule of Requirements and all associated Tender Documentation are drawn up in the Dutch language. The Specifications and Tender Documentation have been translated into English for this tender. In the event of ambiguity, difference in interpretation or mutual contradiction between the English translation and the original Dutch text, the Dutch text will prevail at all times in the interpretation and application thereof.
- 2.21. The structure of these Specifications is as follows:
 - Chapter 1: Glossary/definitions
 - Section 2: Introduction
 - Chapter 3: The Tender procedure
 - Chapter 4: Further prescriptions for the Tender
 - Section 5: The Tender
 - Section 6: Grounds for exclusion and suitability requirements

Chapter 7:	Award criterion Economically Most Advantageous Tender and Sub-award criteria
Chapter 8	Schedule of Requirements
Chapter 9:	Integrity
Chapter 10:	Enclosures

Purpose and scope of the tender

- 2.22. The purpose of the present tender is to effect a reinsurance contract with a Reinsurer or a combination of Reinsurers for the liability risks of the Municipality of Amsterdam and/or associated and affiliated organisations and/or participations. It is important for VGA to obtain a full reinsurance cover with this tender.
- 2.23. A Reinsurer is allowed to register through an authorised agent. In that case, it must be indicated clearly on behalf of which Reinsurer(s) the registration is made. An authorised agent may register in his own name. In that case, the authorised agent acts on behalf of and/or to the order of one or more Reinsurers. Upon registration the authorised agent must be in possession of the required license and meet the requirements of the Wft. The ultimate contracting party for entering into the Contract is the Reinsurer. The grounds for exclusion and suitability requirements as described in chapter 6 of these Specifications apply with regard to the Reinsurer.
- 2.24. The scope of the assignment is described in the Schedule of Requirements belonging to these Specifications (**Enclosure 1**).
- 2.25. For information purposes, VGA has enclosed a commercial brochure as an enclosure containing the main aspects of the present assignment (**Enclosure 8**). This commercial brochure is purely informative and does not form part of the Tender Documents. Tenderers cannot derive any rights or obligations from the commercial brochure.
- 2.26. In order to give the Tenderers the opportunity to make the best possible estimate of the risk to be (re)insured, VGA has included the claims statistics (**Enclosure 6**). This claims overview includes all losses which occurred over the past 10 years, with the claim amounts including retention of € 100,000 and € 250,000 respectively are indicated.
- 2.27. Registration is possible for the Parcels jointly or for each Parcel separately.
- 2.28. VGA reserves the right to change a limit or cover as described in the Schedule of Requirements in consultation with Reinsurers during the currency of the Contract, if circumstances give rise to this in VGA's opinion. In the event of new or amended legislation and regulations in the meantime, VGA can also revise/adjust the Contract in consultation with Reinsurers. The review clauses and options have been described in the Schedule of Requirements.
- 2.29. VGA also reserves the right to extend the currency of the Contract(s) as described in the Specifications and/or the Schedule of Requirements at its own discretion and in consultation with Reinsurers, if circumstances give rise to this. This extension option has been included in the determination of the total duration, the valuation and the estimate of the total contract. The extension options are described in the Schedule of Requirements.

3. The tender procedure

General

- 3.1 VGA uses the European public procedure as described in Article 2.26 of the Procurement Act 2012. This European public procedure means – represented briefly and concisely - that all interested Reinsurers may submit a Tender after publication of the notice. The conditions and requirements which the Tenderers must meet are represented in these Specifications and the Schedule of Requirements. We recommend that you study the conditions and requirements well and observe them carefully.

Planning

- 3.2 The Planning for the present tender procedure is represented in the overview below. VGA requests Tenderers to take careful note of the deadlines and the dates stated in the Planning. VGA is entitled to adjust the Planning and/or extend periods at its own discretion, if circumstances give cause to do so.
- 3.3 VGA has sent an announcement for this European tender through www.Tenderned.nl for publication in the supplement to the Official Journal of the European Union. This tendering procedure has started with the sending of this announcement.

Activity	Date
Publication announcement TenderNed	18 August 2020
Submit questions and/or report contradictions and/or objections regarding tender documents	15 September 2020
Publish Notice of Information	29 September 2020
Submitting Tenders	13 October 2020 – 17:00 hour
Opening and evaluating the Tenders	15 October 2020
Announcement of intention to award (award decision)	29 October 2020
Standstill period	19 November 2020
Verification of supporting documents (within standstill period)	10 November 2020
Award of the Contract	23 November 2020
Commencement date Contract	1 January 2021

TenderNed

- 3.4. In this tender, VGA has opted to have communication with Tenderers take place electronically as much as possible. VGA uses the electronic tendering platform TenderNed for this.
- The announcement for this tendering procedure has been published on TenderNed;
 - All tender documents are made available digitally by VGA through TenderNed;
 - Requests for information as meant in paragraph 3.7 must be submitted through TenderNed;
 - The Notice of Information is published digitally through TenderNed;
 - The Tender must be submitted via TenderNed.

Ranking in the tender

- 3.5. During this tendering process, in the event of any discrepancies between tender documents, the following ranking applies:
- (a) the Notice of Information;
 - (b) the Schedule of Requirements;
 - (c) the Specifications and the other Enclosures.

Contact

- 3.6 On behalf of VGA, Mrs. S.M.M. van Haaren acts as contact in the context of this tender. The contact details are:
Telephone number: 020-2510541 / 06-10454648
Email: svanhaaren@vga.amsterdam.nl
- 3.7. All communication with regard to this tendering procedure should preferably take place through TenderNed to the VGA contact. VGA has tried to provide all relevant information in these Specifications and the associated Schedule of Requirements. If you have specific questions about this tender, we ask you to get in touch with the contact mentioned above.

Notice of Information

- 3.8. Requests for further information with regard to the content of the contract or with regard to the tendering procedure respectively must be submitted through TenderNed. The questions with corresponding answers will be published in an anonymised way in a Notice of Information and in this way made available to all Tenderers on the date specified in the Planning. The Notice of Information is an integral part of the tender documents. VGA requests the Tenderers to submit the questions as soon as possible. Requests for information can be submitted no later than the date specified in the Planning. VGA reserves the right to disregard requests for information which are not submitted in accordance with the provisions here or not submitted on time.
- 3.9. After publication of the Notice(s) of Information, it is assumed that the tender documents are clear to all Tenderers and that all Tenderers, provided they meet the set requirements, are able to submit a Tender in accordance with the set requirements and conditions as described in the Specifications and the Schedule of Requirements.

4. Further prescriptions for the tender

Confidentiality and disclosure

- 4.1. The information provided by the Tenderer in the Tender will be treated confidentially by VGA and will not be provided to third parties, unless it concerns information which must be made public as a result of a legal obligation or regulation or which is already public.
- 4.2. VGA does not communicate certain information regarding the procedure and the award if disclosure of such information:
- hinders the application of legislation and regulations;
 - would be contrary to the public interest;
 - might harm the legitimate commercial interests of Tenderers;
 - may harm fair competition between them.

Opening Registrations

- 4.3. The opening of the submitted Tenders will take place on the date indicated in the Schedule.

Check for correctness

- 4.4. VGA reserves the right to check all information provided by the Tenderer for accuracy. VGA also reserves the right to check all data relating to third parties for accuracy by approaching these third parties.

Intention to award and rejection

- 4.5. The aim is to announce the intention to award (the award decision) not later than on the date referred to in paragraph 3.2. The Tenderers will receive a written notice of the intention to award. This message contains the name of the Tenderer to whom the Client intends to

award the assignment, the relative characteristics of the winning Tender as well as the grounds for the award decision.

- 4.6. The day after the award decision has been sent to the Tenderers, the suspensive period of twenty (20) calendar days as referred to in section 2.127 of the Procurement Act 2012 starts. During this suspensive period, VGA will not yet award the contract and Tenderers, who wish to do so, can use a legal remedy against the award decision.

Award

- 4.7. After the expiry of the suspensive period without interim proceedings against the intention to award having been instituted, VGA will decide whether or not to award.

Contract

- 4.8. The reinsurance contract and the Excess reinsurances for the cover of the liability risks are established by awarding the assignment to the winner(s) of the tender by means of a signed written notice by VGA.
- 4.9. Part of the Contracts are the Specifications, the Schedule of Requirements as well as the accompanying Enclosures such as the policy conditions.
- 4.10. If Tenderers have suggestions for adjusting the policy conditions, they can submit them in the question session (see paragraph 3.7), provided they also include a concrete text proposal for amendment. It is at the discretion of VGA whether or not to respond to the suggestions and/or comments of Tenderers. In answering the questions in the Notice of Information, VGA will indicate whether text suggestions are accepted and/or incorporated in the conditions, emphasising that amendments to the conditions will apply to all Tenderers.

Applicable law and dispute resolution

- 4.11. Dutch law applies to this Tender and to the Contract.
- 4.12. All disputes related to the Tender or the Contract will be settled by the competent judge in Amsterdam.

Order of precedence in the Agreement

- 4.13. After the award has taken place and the Agreement has been concluded, the following ranking applies during the currency of the Contract in case of any conflict between the Contract and the Enclosures to the Contract:
- (a) the Contract;
 - (b) the Notice of Information;
 - (c) the Schedule of Requirements;
 - (d) the Specifications and other Enclosures;
 - (e) the Tender of the winning Tenderer.

5. The tender

- 5.1. The Tenderer and his Tender must comply with the conditions, regulations and requirements from the Specifications and the Schedule of Requirements, unless explicitly stated otherwise. Tenderers or Tenders not complying with any condition or requirement may be excluded by VGA from further participation in the tendering procedure or be set aside.
- 5.2. The Specifications and the Schedule of Requirements have been carefully compiled by VGA. Should the Tenderer nevertheless come across inconsistencies, inadequacies, possible violations of legal regulations or (other) irregularities in the Specifications and/or the Schedule of Requirements, the Tenderer must raise this in writing as soon as possible by submitting a request for information (in accordance with section 3.7), therefore no later than

the time stated in the Planning, so that VGA can make any adjustments or clarifications in time.

- 5.3. By submitting a Tender, the Tenderer declares to unconditionally agree with the full content of the Specifications, including explicitly the requirements set out in the Specifications, the methods described, the Schedule of Requirements including any text changes accepted in the Notice of Information and the Provisions used. If the Tenderer has not alerted VGA in the prescribed manner in a timely manner to the aforementioned contradictions, imperfections, possible violations of legal regulations or (other) irregularities, the rights to complain about this at a later date will be forfeited.

Character time limits

- 5.4. Unless explicitly stated otherwise in the Specifications, the time-limits set therein for the Tenderers are final dates. The final date is a period of time within which an actual act or a legal act must take place. VGA is entitled to adjust the dates.

Conflict of Interest

- 5.5. VGA can exclude a Tenderer from participating in the tender procedure if he is or has been involved on the part of VGA in the preparation of the tender procedure, or if the Tenderer makes use of companies, advisers, employees and other (legal) persons who are or have been involved in this way.
- 5.6. VGA will not exclude a Tenderer if, before submitting a Tender or in his Tender, he sufficiently proves that under the circumstances of the specific case, competition cannot be distorted by such involvement.

Joint Tender

- 5.7. If two or more Reinsurers register jointly / in combination, they are jointly and severally liable for the fulfilment of all obligations arising from the Contract.

Appeal to the capacity and/or skills of a third party

- 5.8. If a Tenderer (or a member of a Joint Venture) makes use of resources from third parties in order to be able to meet the set suitability requirements, this must be stated in the Uniform European Tender Document (**Enclosure 2**) at the place provided.
- 5.9. If a Tenderer or a member of a Joint Venture makes use of the annual figures of a third party in the context of the assessment of the financial strength, this third party, and if this third party is part of a group with consolidated annual accounts, the highest parent group of the relevant third party, by filling in and signing a declaration, must accept joint and several liability (**Enclosure 4**), for the fulfilment of the obligations of the Tenderer or member of a Joint Venture.

Submit Tender

- 5.10. The Tender must be submitted on time, i.e. no later than the time specified in the Planning, in a digital way must be submitted through TenderNed. The Tenderer is responsible for timely and complete submission of the Tender. VGA would like to point out to Tenderers that TenderNed is sometimes unavailable due to disruptions and that the uploading of a Tender takes time. Tenderers are advised to take this into account and preferably submit their Tender well before the closing date for registration. In the event of a malfunction, VGA can make use of the provisions of sections 2.109 and 2.109a of the Procurement Act 2012 and extend the registration period, provided VGA has not yet taken note of the content of any Tender. In addition, VGA can extend the registration period at its own discretion, even without appeal from (potential) Tenderers, if circumstances give cause to do so.

- 5.11. The Tenderer must use the forms added as an enclosure. If the Tenderer makes changes to the fixed text, the Tender will be set aside as unsuitable. In places where it is indicated that amounts/information must be entered, the Tenderer must take care of this.
- 5.12. The Tender must be signed in a legally valid way. The legally valid signature may be verified by VGA after the intention to award the Contract by means of an extract from the register of the Chamber of Commerce. If the authority to sign is not apparent from the Trade Register, the Tenderer must, when submitting his Tender, enclose a power of attorney, from which the authority to sign appears.
- 5.13. The Tender has a period of validity of ninety (90) calendar days after the close of the registration period. VGA may request an extension of the period of validity of the Tender. The Tenderer cannot derive any right to the assignment from such a request. If summary proceedings are instituted against the award decision, the period of validity ends forty (40) calendar days after the day on which a court decision was made in the first instance. During the period of validity, the Tender is unconditional and binding.
- 5.14. If, as a result of summary proceedings against the award decision, VGA cannot award the Agreement before the current liability reinsurance expires and it cannot be temporarily renewed with the current reinsurer, VGA is entitled - in order to have cover at all times - to temporarily issue an assignment to the Tenderer(s) to whom the intention to award the contract has been issued. The Tenderer(s) concerned is/are obliged, in accordance with their Tender, to offer provisional cover from 1 January 2021 until a final award can be issued. If the summary proceedings show that (a)nother Tenderer(s) must be awarded the contract, VGA will pay the premium after the period of provisional cover (calculated over the period of provisional cover), to the proposed awarded Tenderer(s) against his premium offered.
- 5.15. If there is provisional cover, the provisional cover will be carried out in accordance with the provisions of this Tender. If claims are reported to the Reinsurers offering provisional cover, such claims will be transferred afterwards to the Reinsurers to whom the contract is definitively awarded.
- 5.16. VGA is entitled to enable a Tenderer to rectify his Tender in case the Tender requires simple clarification or to rectify an obvious material error. VGA also has the option of asking Tenderers to provide a further explanation if the information is unclear or incomplete. VGA will exercise this right if clarification is deemed necessary by VGA.
- 5.17. The Tender and all enclosures should preferably be drawn up in the Dutch language, but submission in English is also permitted.
- 5.18. The Tenderer will refrain from conduct which restricts competition between Tenderers as referred to in section 6 of the Competition Act. In particular, the Tenderer will not exchange information about his Tender with other Tenderers or with third parties.
- 5.19. Tenderers may only register once, either independently or as a member of a combination/Joint venture.

Variants not allowed

- 5.20. The Tenderer is not free to submit variants (and/or alternatives) in addition to a Tender in accordance with the Specifications, unless VGA explicitly requests this in the Schedule of Requirements. Tenderers who do not comply with this can be excluded by VGA from further participation in the tendering procedure or be set aside.

Complaints procedure

- 5.21. Despite the fact that VGA has prepared and executed this tender with care, it cannot be ruled out that a Tenderer may have a complaint about the present tender and/or the tender documents. VGA has an accessible complaints procedure that is described in the document Complaints handling VGA (**Enclosure 5**). The complaint must relate to this tendering procedure.

- 5.22. The complaint must be submitted in writing and with reasons through the complaint form on the VGA website [www.amsterdam.nl/vga/over-vga/suggesties-klachten]. VGA handles the complaint in accordance with what is described in the Complaints procedure.
- 5.23. The submission of a complaint by a Tenderer does not halt the tendering procedure. VGA is free to decide whether or not to suspend the tendering procedure.
- 5.24. If, in the Tenderer's opinion, the complaint has not been resolved satisfactorily, the Tenderer may submit his complaint to the Commission of Tendering Experts. More information about the handling of a complaint by the Commission of Tendering Experts can be found here: <https://www.commissievanaanbestedingsexperts.nl/indienen-klacht>

Standstill period and legal protection

- 5.25. If the Tenderer wishes to take legal measures against the intention to award, the Tenderer must bring summary proceedings before the Amsterdam District Court within twenty (20) calendar days after the day on which the intention to award was sent by serving a summons. If, within twenty (20) calendar days after the day of dispatch of the notice by serving a summons, summary proceedings are instituted, VGA will not award the contract before a judgment has been rendered in summary proceedings, unless a compelling interest warrants an immediate award. Tenderers are permitted to contact the contact person during this period for an explanation of the assessment of the Tender. The period of twenty (20) calendar days is a strict deadline. If summary proceedings are not instituted within twenty (20) calendar days after the day of dispatch of the intention to award, the submitted Tenderers can no longer make objections and have forfeited their rights in this respect. After expiry of the aforementioned period (see: paragraph 5.25 and/or the Planning), VGA is free to act on the stated intention to award.
- 5.26. If a Tenderer wishes to affect the Contract concluded or to be concluded on the basis of this tender in any way, for example by submitting a claim for nullification, a prohibition to further implement the Contract or an order to terminate the Contract, the Tenderer must have filed a claim with the Amsterdam District Court within thirty (30) calendar days after the day of dispatch of the intention to award by serving a summons. The period of thirty (30) calendar days is a strict deadline. If a claim is not filed in the prescribed manner within thirty (30) calendar days after the day on which the intention to award was sent, a Tenderer will have forfeited his rights in this respect. A claim made outside the period of thirty (30) calendar days, or not instituted in the prescribed manner, is inadmissible.
- 5.27. If, on the basis of the present tendering procedure, a Tenderer believes that he is entitled to claim an indemnity, compensation of costs or any other payment, the Tenderer must, within thirty (30) calendar days after the date of dispatch of the intention to award by serving a summons, have filed a claim with the Amsterdam District Court. The period of thirty (30) calendar days is a strict deadline. If a claim is not filed in the prescribed manner within thirty (30) calendar days after the day on which the intention to award was sent, a Tenderer will have forfeited his rights in this respect. A claim made outside the period of thirty (30) calendar days, or not instituted in the prescribed manner, is inadmissible.

Interim termination of the tendering procedure

- 5.28. VGA reserves the right to stop the tendering procedure at any time, without further justification, in whole or in part, temporarily or permanently. Where appropriate, Tenderers cannot in principle claim reimbursement of any costs incurred in the context of this tender, unless reimbursement of costs would be proportionate in the event of a late withdrawal of the tender. VGA is at all times entitled not to award.

Costs

- 5.29. The costs incurred by the Tenderer in connection with participation in the tendering procedure will not be reimbursed, unless explicitly stated otherwise in these Specifications.
- 5.30. Any costs and/or loss which may arise due to the failure to award this tender to the Tenderer are at the risk of the Tenderer.

6. Grounds for exclusion and suitability requirements

- 6.1. Tenderers must submit their Tender digitally through TenderNed within the period specified in the Planning.
- 6.2. The Tender that the Tenderer must submit consists of the following components:
 1. The fully completed and signed Uniform European Tender Document (**Enclosure 2**);
 2. The fully completed Tender Form (**Enclosure 3**);
 3. The information to be provided by the Tenderer with regard to the Sub-award Criteria.

Uniform European Tender Document

- 6.3. The Tenderer (and in the case of a combination each member of the combination) must submit a correctly and fully completed and legally signed declaration in accordance with the Uniform European Tender Document (**Enclosure 2**).
- 6.4. In the event that an Authorised Agent submits a tender, the Authorised Agent submits the Uniform European Tender Document on behalf of the Reinsurer, if permitted by his power of attorney. In the event of a Tender for several Reinsurers, the Authorised Agent must submit a Uniform European Tender Document for each Reinsurer.
- 6.5. With regard to the completion of the Uniform European Tender Document, in the case of an Authorised Agent, parts IIA and III must be completed by the Reinsurer, whilst in part IIB the Authorised Agent must complete his details.
- 6.6. The Authorised Agent may sign the Uniform European Tender Document, if permitted by his power of attorney.

Grounds for Exclusion

- 6.7. VGA is obliged to exclude a Tenderer from participating in the present tender, if he (or one of the members of the combination), on the day of registration or on the day of the conclusion of the Contract, has been irrevocably convicted of in one or more of the cases in sections 2.86 of the Procurement Act 2012:
 - Participation in a criminal organisation;
 - Corruption;
 - Fraud;
 - Acts of terrorism or offences related to terrorist activities;
 - Money laundering or financing terrorist activities;
 - Child labour and other forms of human trafficking
 - Failure to meet obligations to pay taxes or social security contributions.
- 6.8. VGA may exclude a Tenderer from participating in the present tender if he (or one of the members of the combination), on the day of registration or on the day of the conclusion of the Contract, is in one or more of the circumstances referred to in section 2.87 of the Procurement Act 2012 with regard to insolvency, conflicts of interest or professional misconduct. The grounds for exclusion which apply in this tendering procedure are described in the Uniform European Tender Document. You will find further information there.
- 6.9. In order to limit the administrative burden, the Tenderer, in the context of the Tender, may confine himself for the time being to submitting the Uniform European Tender Document, in which the Tenderer declares that such grounds for exclusion do not apply to him. As proof that such grounds for exclusion do not exist, the Tenderer (or each of the members of the combination) to whom the award decision (the intention to award) has been notified must submit the following documents within seven (7) days after the request of VGA:
 - a Declaration of conduct by the contracting authority as referred to in section 2.89 paragraph 2 of the Procurement Act 2012, or proof of application for this declaration;
 - a statement from the tax authorities as referred to in section 2.89 paragraph 3 of the Procurement Act 2012.
- 6.10. Foreign Tenderers, who are unable to submit the above-mentioned means of evidence, may, in accordance with section 2.89 paragraph 4 of the Procurement Act 2012, submit data and

documents from another member state that serve an equivalent purpose or from which it appears that the ground for exclusion does not apply to them.

Suitability requirements

- 6.11. In order to demonstrate their suitability, Tenderers must meet the following suitability requirements regarding financial and economic standing, technical or professional competence and professional competence.
- 6.12. For the time being, the Tenderer may confine himself to submit the Uniform European Tender Document, in which it is stated that he meets the suitability requirements. VGA may request the Tenderer to whom the award decision (the intention to award) has been notified to provide proof that the suitability requirements are met within seven (7) days of VGA's request. The suitability requirements describe which proof the Tenderer must provide to VGA at that time.

Suitability requirement 1: Wft permit

- 6.13. The Tenderer (or all members of the combination) must have a licence as a non-life insurer for the relevant branches of DNB to conduct the insurance business in accordance with the Wft on the day of registration and on the day of the conclusion of the Contract.
- 6.14. As proof that the Tenderer meets this suitability requirement, the Tenderer must provide the following means of evidence if VGA so requests: a licence from the DNB to conduct the insurance business as referred to in section 2.27 Wft or section 2.26a Wft.
- 6.15. In the case of an Authorised Agent, he must provide the following means of evidence at VGA's request: a license from the AFM for acting as an Authorised Agent as referred to in section 2.92 Wft.

Suitability requirement 2: Standard & Poor rating A-

- 6.16. Reinsurer(s) (or all members of a Joint venture) must have a multi-year security rating (at least a Standard & Poor's A- rating or a comparable rating) on the day of registration and on the day of the conclusion of the Contract or be able to demonstrate in another way that he has an equivalent financial capacity.
- 6.17. In the case of a Joint venture, this requirement applies to each individual Reinsurer. Suitability requirement 2 does not apply to an Authorised Agent. The statement must be drawn up or approved by a recognised rating institute.
- 6.18. As proof that the Tenderer meets this suitability requirement, the Tenderer must provide the following means of evidence if VGA requests this: a written record of the financial health by a recognised rating institute such as Standard & Poor's A- rating or an equivalent and competent body.

Suitability requirement 3: Registration in the Trade Register

- 6.19. The Tenderer (or all members of the combination) must have an entry in the Trade Register on the day of registration and on the day of the conclusion of the Contract.
- 6.20. As proof that the Tenderer meets this suitability requirement, the Tenderer must provide the following means of evidence if VGA requests this: a certified extract from the Trade Register not older than three (3) months from the date of submission of the Tender or equivalent supporting documents in the event of a foreign Tenderer.

Suitability requirement 4: Claims settlement and professional competence

Method of claims settlement

- 6.21. The Tenderer must, in collaboration with the other participating Reinsurers and Excess Reinsurers, conform without reservation to the usual method of claims settlement in the Dutch insurance market.
- 6.22. If the Tenderer registers as the leading insurer, he must also meet the following suitability requirements.

Loss adjusters

- 6.23. The Tenderer must be prepared to accept Dutch loss adjusters engaged by VGA.

Professional competence of staff

- 6.24. The Tenderer must have staff of the required level in both the underwriting department and the claims department in order to handle the insurance with the necessary expertise, efficiency, experience and reliability. The staff to be deployed should also preferably have a command of the Dutch language. If they do not have a command of the Dutch language, the staff to be deployed must have a command of the English language.
- 6.25. If VGA so requests, the Tenderer to whom VGA intends to award the Contract must, within seven (7) calendar days, provide a statement of the staff members who will be charged with the service and their professional qualifications and experience, for example by submitting their CVs supplemented with the implementation of the service-relevant information.
- 6.26. Through submitting a Tender, the Tenderer declares to meet the provisions regarding suitability requirement 4.

7. Award criterion economically most advantageous tender

- 7.1. The Tender of the Tenderers will be assessed in terms of content on the basis of the Award Criterion of the economically most advantageous Tender, whereby both price and quality are assessed. The Sub-award criteria relate to quality. The overview below shows the maximum number of points the Tenderer can achieve per Sub-award criterion. A maximum of 30 points can be obtained for the quality component, and a maximum of 70 for the price component.

Description	Maximum number of points
Quality	30
a) Tender of Parcel 1	7
Tender of Parcel 2	4
Tender of Parcel 3	2
b) NHT coverage	5
c) Total capacity offered, calculated from Parcel 1 at tender above € 10,000,000 1 point per € 5,000,000 extra capacity with a maximum of 6 points	6
d) Leader	6
Price	70

- 7.2. The Tenderer must state the premium (price) per Parcel on the Tender Form (**Enclosure 3**).
- 7.3. With regard to quality, the Tenderer must provide further information for each quality criterion on the quality criteria described below. Each parcel will be assessed separately and points will be awarded per Parcel based on the table above.

Explanation of quality criteria

7.4. a) Registration on Parcel 1: Reinsurance

The Tenderer who indicates on the Tender Form (**Enclosure 3**) that he wants to act as a Reinsurer in the Parcels he has indicated, will be awarded points in accordance with the table above.

The Reinsurer who tenders to Parcel 1: receives 7 points, for Parcel 2: 4 points and for Parcel 3: 2 points. In case of a combined tender for several Parcels, the points of the Parcels for which a tender has been submitted are added together.

b) NHT cover or equivalent

The Reinsurer who offers standard NHT cover receives 5 points. This also applies to the Reinsurer who offers cover which is at least equivalent to the standard NHT cover.

c) Capacity offered for Tender above € 10,000,000.00

Reinsurer(s) who deploy capacity above the amount of € 10,000,000.00, will be rewarded for this with one point for each € 5,000,000.00 There is a maximum of 6 points.

d) Leader

A Reinsurer who indicates on the Tender Form (**Enclosure 3**) that he wants to act as a leading Reinsurer is awarded 6 points. A Reinsurer who indicates that he does not want to be a leading Reinsurer receives 0 points.

Method of assessing quality

- 7.5. The assessment of the Award Criterion is entirely and exclusively at the discretion of the VGA Assessment Committee. The Assessment Committee has the necessary expertise to assess the Tenders. VGA is entitled to change the composition of the Assessment Committee, also in number. The Assessment Committee consists of at least three (3) persons.
- 7.6. Each member of the Assessment Committee assesses the Tender received individually and gives the Tender a score. After the individual assessment, a meeting of the full Assessment Committee takes place in which all assessment results and scores are discussed. Major differences in scores are discussed and explained. The assessors are free to adjust their

assessment based on the arguments exchanged. The Assessment Committee then draws up the total score for the quality component per Tender.

- 7.7. In order to promote the objectivity of the Sub-award criteria for quality, the members of the Assessment Committee at the time of their assessment have no knowledge of the prices submitted.

Method of assessing price

- 7.8. VGA assesses the price on the basis of the premium offered (compared to the capacity offered) per insurance year.

The Tenderer with the lowest premium amount receives [70] points.

The permillages of the other Tenderers are related to this according to the formula:

$$[70] \times (A / B) = C.$$

Explanation: A stands for the submitted permillage of the lowest Tenderer, B for the permillage of the Tenderer to be assessed and C for the points awarded to the Tenderer to be assessed.

Award

- 7.9. VGA awards the contract to the Tenderer who meets the requirements and conditions as described in the Specifications and who has submitted the economically most advantageous Tender.
- 7.10. The scores for price and quality will be added up per Parcel per Tenderer. A ranking is made based on the point score per Parcel. The Tenderer with the highest score has submitted the economically most advantageous Tender and comes at the top of the ranking. The successive Tenderers in terms of points score are also eligible for the award of the capacity offered on the basis of this ranking until a cover percentage of 100% has been achieved for the Parcel.

Determining the leading (re) insurer

- 7.11. For the implementation of the Contract, the capacity offered by leading (re)insurers will first be considered. The leading (re)insurer will be responsible for the correspondence on behalf of the fully selected panel of leading and subsequent (re)insurers from the tender.
- 7.12. A ranking is made based on the economically most advantageous Tender. The Tenderer who has registered as leading (re)insurer and who has offered the economically most advantageous Tender of all lead Tenderers is at the top and is the winning Tenderer.
- 7.13. In general and in line with DNB policy, VGA prefers to conclude a Contract on the basis of co-insurance. With regard to Parcel 1, however, in this case, preference is given to one Tenderer who can execute the Contract for 100% independently. If for Parcel 1 Tender(s) are submitted both for 100% independently and for co-insurance, VGA will award the Tenderer for 100% independently, if the point score for 100% independent Tender is higher than the average point score for the Tenders on a co-insurance basis for Parcel 1 where a coverage percentage of 100% must be achieved.

Complete the (re)insurer panel

- 7.14. After the leading (re)insurer has been determined, all other (re)insurers who have registered as the subsequent (re)insurer, will be assessed on the basis of economically most advantageous Tender. Subsequently, the Tenderers will be added to the Contract in order of ranking until a cover percentage of 100% has been achieved.
- 7.15. It is possible that the Tenderer who is the last Tenderer to be added to the Contract will not receive the percentage he has indicated in his Tender. If it appears that two or more Tenderers have offered exactly the same premium and that the sum of the capacity offered exceeds 100%, all shares will be divided pro rata over the relevant Tenderers.
- 7.16. Submitting a Tender means that the Tenderer irrevocably agrees to this procedure.

8. Schedule of Requirements

- 8.1 In the Schedule of Requirements (**Enclosure 1**) all the specific requirements and conditions regarding the liability reinsurance are represented. The Schedule of Requirements and the accompanying Enclosures form an integral part of the Specifications. We recommend that you study the Schedule of Requirements.

9. Integrity

- 9.1. Integrity is high on the agenda for VGA. The starting point for VGA is to guarantee the integrity of its own organisation and to prevent parties which do not act with integrity from being facilitated in their activities by entering into or allowing the continuation of contracts.

10. The Enclosures

- 10.1. The Enclosures listed below belong to these Specifications. These Enclosures form an inseparable part of the Specifications.

- Enclosure 1: Schedule of Requirements
- Enclosure 2: Uniform European Tender Document
- Enclosure 3: Tender form
- Enclosure 4: Declaration of joint and several liability
- Enclosure 5: Complaints procedure VGA
- Enclosure 6: Claims statistics
- Enclosure 7: List of known insureds
- Enclosure 8: Commercial Brochure
- Enclosure 9: General Conditions ZAV13
Product Conditions LAG 14

-----Disclaimer-----

This text has been translated from the original Dutch wording. In case of any unclarity, difference of interpretation or mutual contradiction between the English translation and the original Dutch text, the Dutch text shall prevail at all times.