

## Specifications for the European public tender

Reinsurance vehicle fleet by means of open procedure for the benefit of the Municipality of Amsterdam as from 1 January 2023



Specifications European public tender reinsurance Vehicle fleet

Reference: [374436]

Tender VGA Verzekeringen – Municipality of Amsterdam: MTPL/Motor Hull fleet reinsurance  
Ref: 374436/VGA2023

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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 made available by VGA within the framework of this European public tender, including the Specifications, the Enclosures of the Specifications (including the Contract and the Schedule of Requirements) and the Notice(s) of Information                       |
| Assessment committee                                | The persons who, on behalf of VGA, assess the tenders received                                                                                                                                                                                                               |
| Enclosure(s)                                        | The documents included in the Specifications with the title Enclosure                                                                                                                                                                                                        |
| Combination                                         | Multiple entrepreneurs who jointly tender for the contract                                                                                                                                                                                                                   |
| Declaration of conduct by the contracting authority | The statement as referred to in section 4.1 of the Procurement Act 2012                                                                                                                                                                                                      |
| Authorised agent                                    | A person who, in the exercise of a profession or business as the authorised representative of a Reinsurer, takes out insurance(s) on his behalf and for his account as referred to in the Wft                                                                                |
| Award criterion                                     | The criterion on the basis of which the most economically advantageous tender is determined (Best Price Quality Ratio)                                                                                                                                                       |
| Reinsurer                                           | The person who engages in the business of concluding reinsurances in his own name and for his own account and the settlement of such reinsurances or the direct insurers who in their own name and for their own account perform 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 ( <b>Enclosure 3</b> ) on which Tenderer must submit the price                                                                                                                                                                                      |
| Tenderer                                            | The Reinsurer or Authorised Agent who submits a Tender subject to the provisions of these Specifications                                                                                                                                                                     |
| Tender                                              | An offer 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.                                                                      |
| 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 vehicle fleet reinsurance for the benefit of the Municipality of Amsterdam as from 1 January 2023 between VGA and Reinsurer that is concluded by award |
| Planning                         | The planning of the present tender procedure as described in paragraph 3.3 of the Specifications                                                                            |
| Schedule of Requirements         | <b>Enclosure 1</b> of these Specifications                                                                                                                                  |
| 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 European Tender vehicle fleet insurance (reinsurance) by means of an open procedure for the benefit of the Municipality of Amsterdam as from 1 January 2023. The Tender documentation contains all relevant information about this tender.
- 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 organisations associated and affiliated with the municipality of Amsterdam (such as town districts, services, companies and organisations affiliated with them) and/or participations (such as: Municipal Transport Company (GVB), Port Authority and Waternet). 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 municipality of Amsterdam and/or organisations associated and affiliated with the municipality of Amsterdam, VGA takes care of the insurances, the risk management and the 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 its insureds and of the purchase and placement of the insurances. VGA employs a risk manager who is committed to increasing risk awareness of the insureds. In addition, VGA has an expert claims department which handles various types of loss both below and above the retention in coordination with the reinsurer(s).
- 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 13<sup>th</sup> 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 16<sup>th</sup> 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. In 2021, the Municipality of Amsterdam had approximately 873,338 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](http://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. Examples are the Wft certificates and/or the M&S (Motor Vehicles Insurance and Claims Handling) certificates. Permanent education is also engaged in.
- 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, for example, the motto "the driver makes the difference" (the behaviour of the drivers as professionals but also towards the management). By increasing the risk awareness among the employees involved, one may gain control of the claims and control them. Knowledge of the risks for loss or

damage associated with the work, the development of a policy to prevent claims and the organisation of the processes related to this will lead to a better understanding of the consequences and will provide an opportunity to manage the associated costs. The main causes of loss or damage are discussed as well as the mitigating measures which have been taken or may be taken by the Insureds 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 Insureds.
- 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 Insureds.

### **Purpose, aim and scope of the tender**

- 2.20. The purpose of this European tender is the transparent effecting of a reinsurance policy for vehicle fleet risks of the municipality of Amsterdam and/or organisations associated and affiliated and/or participations between VGA on the one hand and the risk bearer(s) on the other. 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 not register in his own name. The ultimate contracting party is the reinsurer. The grounds for exclusion and suitability requirements as described in chapter 6 of these specifications apply with regard to the reinsurer. In addition specific grounds for exclusion and suitability requirements apply with regard to the authorised agent.
- 2.21. These are specifications belonging to the Open tender procedure for a group vehicle fleet (re)insurance for the municipality of Amsterdam, including but not limited to the GVB, Stichting Waternet, Veiligheidsregio Amsterdam Amstelland, the Port of Amsterdam, as well as a number of affiliated organisations mainly located within the boundaries of the municipality of Amsterdam.
- 2.22. The assessment of the tenders takes place on the basis of the award criterion Best Price Quality Ratio. This criterion is described in more detail in the tender document.
- 2.23. The scope of the assignment is described in the Schedule of Requirements belonging to these Specifications. In order to give the Tenderers the opportunity to make the best possible estimate of the risk to be (re)insured, VGA enclosed an overview of the objects to be insured as well as claims statistics. The composition and quantity of the objects to be insured may change during the currency.
- 2.24. The contract will be concluded for a period of 24 months, with the possibility of twice a renewal for the period of 12 months. The commencing date of the agreement is 01-01-2023. Please refer to the Schedule of Requirements for further information.

### 3. The tender procedure

#### General

- 3.1. VGA uses the European public procedure as described in section 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 the Tender documentation including these Specifications and Enclosures (including the Schedule of Requirements) and the Notices of Information. We recommend that you study the conditions and requirements well and observe them carefully.
- 3.2. The Tender Documentation has been drawn up in the Dutch language. The Tender Documentation has been translated into English for this tender. In the event of ambiguity, difference of interpretation or mutual conflict between the English translation and the original Dutch text, the Dutch text shall prevail at all times in the interpretation and application thereof.

#### Planning

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.

| Activity                                                                                      | date                            |
|-----------------------------------------------------------------------------------------------|---------------------------------|
| Publication announcement TenderNed                                                            | 30 August 2022                  |
| Submit questions and/or report contradictions<br>and/or objections regarding tender documents | 27 September 2022               |
| Publish Notice of Information                                                                 | 11 October 2022                 |
| Submitting Tenders                                                                            | 25 October 2022 –<br>17:00 hour |
| Opening and evaluating the Tenders                                                            | 27 October 2022                 |
| Announcement of intention to award (award decision)                                           | 10 November 2022                |
| Standstill period                                                                             | 1 December 2022                 |
| Award of the Contract                                                                         | 1 December 2022                 |
| Commencement date Contract                                                                    | 1 January 2023                  |

- 3.3. VGA has sent an announcement for this European tender via [www.Tenderned.nl](http://www.Tenderned.nl) for publication in the supplement to the Official Journal of the European Union. The tendering procedure has started with the sending of this announcement.
- 3.4. Unless the Specifications expressly provide otherwise, the deadlines set therein for the Tenderers are final deadlines. The final deadline is a period within which an actual act or a legal act must take place. VGA is entitled to adjust the deadlines.

### **TenderNed**

- 3.5. 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 3.9 and paragraph 3.10 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**

- 3.6. During this tendering process, in the event of any discrepancies between Tender Documentation, the following ranking applies:
- (a) the Notice of Information;
  - (b) the Schedule of Requirements;
  - (c) the Specifications
  - (d) the other Enclosures.

### **Contact**

- 3.7. On behalf of VGA, Pierre Tol acts as contact in the context of this tender. The contact details are:  
Telephone number: 06-51261627. Email: [ptol@vga.amsterdam.nl](mailto:ptol@vga.amsterdam.nl).

All communication with regard to this tendering procedure takes place through TenderNed to the VGA contact. VGA has tried to provide all relevant information in the Tender Documentation. 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 Tender Documentation 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 Documentation. 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. If the Tenderers have suggestions for adjusting the Contract, including the policy conditions, they can submit them in the round of questions, provided that they also include a concrete text proposal for adjustment. It is at the discretion of VGA whether or not to respond to the suggestions and/or comments of the Tenderers. In answering the questions in the Notice of Information, VGA will indicate whether textual suggestions are accepted and/or incorporated into the terms and conditions, whereby it is emphasised that amendments will apply to all Tenderers.
- 3.9. The Tender Documentation has been compiled with care. Should you nevertheless find contradictions, ambiguities, inaccuracies or otherwise have objections to the procedure or the requirements/regulations used therein, you must report this in writing as soon as possible. You must do so at the latest by the date on which the written questions are to be asked before the round of questions. Afterwards, the Tenderer can no longer object to alleged contradictions, inaccuracies or ambiguities in the Tender Documentation or otherwise object to the procedure followed. The Tenderer loses his right to do so or to base claims on the aforementioned contradictions, inaccuracies or objections. At that time, the Tenderer is deemed to have unconditionally agreed to the content of the Tender Documentation.

## **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.

### **Opening Tenders**

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

### **Check for correctness**

- 4.3. 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 rejections**

- 4.4. The aim is to announce the intention to award (the award decision) not later than on the date referred to in paragraph 3.3.
- 4.5. 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. If the Tenderer wishes to take legal action against the intention to award, the Tenderer must, within twenty (20) calendar days from the day on which the intention to award the contract was sent, have brought summary proceedings before the Amsterdam District Court by serving a summons. If, within twenty (20) calendar days after the date of dispatch of the notification, summary proceedings have been instituted by service of a summons, VGA will not proceed to award the contract before a judgment has been rendered in summary proceedings, unless a substantial interest requires an immediate award. The period of twenty (20) calendar days shall be deemed to be a final term. If summary proceedings have not been brought within twenty (20) calendar days of the day on which the intention to award the contract was sent, the Tenderers who have passed the proceedings can no longer raise any objections and have processed their rights in this regard. In that case, the right to challenge the award decision in court and/or to base any claim for damages or any other claim on it shall lapse. In that case, the Tenderer has also lost his right to bring an action for damages or any other claim in proceedings on the merits. After the expiry of the aforementioned period, VGA is free to comply with the stated intention to award the contract.

## **Award**

- 4.6. 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**

- 4.7. The Contract is established by awarding the assignment to the winner(s) of the tender by means of a signed written notice by VGA.
- 4.8. 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.
- 4.9. When concluding the agreement or issuing the policy, the BIPAR Principles will be observed.

## **Applicable law and dispute resolution**

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

## **5. The Tender**

- 5.1. The Tenderer and his Tender must comply with the conditions, regulations and requirements from the Tender Documentation. Tenderers or Tenders not complying with that may be excluded by VGA from further participation in the tendering procedure or be set aside.
- 5.2. By submitting a Tender, the Tenderer declares to unconditionally agree with the full content of the Tender Documentation.

### **Conflict of Interest**

- 5.3. 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.
- 5.4. 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**

- 5.5. If two or more parties 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**

- 5.6. If a Tenderer or a member of a Combination 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.
- 5.7. If a Tenderer or a member of a Combination 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 company 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 Combination.

## Submitting Tender

- 5.8. The Tender must be submitted on time, i.e. no later than the time specified in the Planning, in a digital way 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. This comes at the risk of Tenderers who, for this reason, do wise to take this into account and to submit their Tender well before the deadline for registration.
- 5.9. 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 invalid. In places where it is indicated that amounts/information must be entered, the Tenderer must take care of this.
- 5.10. 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.
- 5.11. 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.
- 5.12. If, as a result of summary proceedings against the award decision, VGA cannot award the Agreement before the current 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 that moment until a final award can be issued. If the summary proceedings show that (an)other 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 Reinsurer who offered the provisional cover, against his premium offered.
- 5.13. If there is provisional cover, the provisional cover will be carried out in accordance with the Tender Documentation and the Tender.
- 5.14. The Tender and all enclosures should preferably be drawn up in the Dutch language, but submission in English is also permitted.
- 5.15. Tenderers may only register once, either independently or as a member of a Combination.

## Variants not allowed

- 5.16. 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. Tenders containing variants and/or alternatives will be declared invalid by VGA.

## Complaints procedure

- 5.17. 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.
- 5.18. 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 document Complaints Handling VGA.
- 5.19. 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.
- 5.20. 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>. The submission of a complaint to the Commission of Tendering Experts by a Tenderer does not halt the tendering procedure. VGA is free to decide whether or not to suspend the tendering procedure.

## Interim termination of the tendering procedure

- 5.21. 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 compensation (for loss), including costs incurred in the context of this tender. VGA is at all times entitled not to award.

## Costs

- 5.22. 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.

## 6. Grounds for exclusion and suitability requirements

- 6.1. The Tender 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

- 6.2. 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**).

- 6.3. The Authorised Agent may sign the Uniform European Tender Document on behalf of a Reinsurer, if such is permitted by his power of attorney. In that case, the authorised agent must fill in his details in Part IIB of the UETD.

### Grounds for Exclusion

- 6.4. The grounds for exclusion that apply in this tender procedure are described in the Uniform European Tender Document. You will find further information there.
- 6.5. 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. The Tenderer (or each of the members of the group) to whom the award decision (the intention to award) has been communicated must submit the following documents within seven (7) days of the request from VGA:
- an extract from the commercial register as referred to in section 2.89 paragraph 1 of the Procurement Act 2012.
  - a declaration of conduct tendering as referred to in section 2.89 paragraph 2 of the Procurement Act 2012.
  - a statement from the tax authorities as referred to in section 2.89 paragraph 3 of the Procurement Act 2012.

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

- 6.6. 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.
- 6.7. 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

- 6.8. The Tenderer (or all members of the combination) must have a licence as a (Re-) 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.

- 6.9. As proof that the Tenderer meets this suitability requirement, the Tenderer must provide the following means of evidence if the Contracting Authority 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.
- 6.10. In the case of an Authorised Agent, he must provide the following means of evidence at the Contracting Authority'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-

- 6.11. Reinsurer(s) (or all members of the Combination) must have a multi-year security rating (at least a Standard & Poor's A- rating or a comparable rating, such as Fitch or Moody's) 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.
- 6.12. In case of a Combination, this requirement applies to each individual Reinsurer, not being an Authorised Agent. The statement must be drawn up or approved by the competent authority.
- 6.13. If (a member of) the Tenderer to whom the Contracting Authority intends to award a contract does not have a Standard & Poor's A rating or a comparable rating, the relevant Tenderer must submit to the Contracting Authority within seven calendar days data showing an equivalent financial standing.
- 6.14. As proof that the Tenderer meets this suitability requirement, the Tenderer must provide the following means of evidence if the Contracting Authority requests this: a written record of a good long-term 'security rating' (at least a Standard & Poor's A rating or a comparable rating) by a recognised rating institution such as Standard & Poor's or an equivalent and competent body, or data showing an equivalent financial standing.

#### Suitability requirement 3: Registration in the Trade Register

- 6.15. 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.
- 6.16. As proof that the Tenderer meets this suitability requirement, the Tenderer must provide the following means of evidence if the Contracting Authority requests this: a certified extract from the Trade Register or equivalent supporting documents in the event of a foreign Tenderer.

#### Suitability requirement 4: Professional competence

##### **Professional competence of staff**

- 6.17. The Tenderer must have staff of the required level as described in the Wft in both the underwriting department and the claims department in order to handle the insurance with the necessary expertise, efficiency, experience and reliability.

- 6.18. If the Contracting Authority so requests, the Tenderer to whom the Contracting Authority intends to award the Contract must, within seven calendar days, provide a statement of the staff members who will be charged with the service and their professional qualifications and experience, by submitting their CVs supplemented with the implementation of the service-relevant information.

#### Suitability requirement 5: Loss adjusters

##### **Loss adjusters**

- 6.19. The Tenderer must be prepared to accept the loss adjusters called in by the Contracting Authority and be able to (co)direct them.

#### **7. Award criterion Best Price Quality Ratio**

- 7.1. The Tender of the Tenderers will be assessed in terms of content on the basis of the Award Criterion Best Price Quality Ratio, whereby both price and quality are assessed. The Sub-award criteria relate to quality. The overview below shows the A maximum of 250 points can be obtained for the quality component, and a maximum of 750 for the price component.

| Description        | Maximum number of points |
|--------------------|--------------------------|
| <b>Quality</b>     | <b>250</b>               |
| a) Risk management | 100                      |
| b) Added value     | 50                       |
| c) Social return   | 100                      |
| <b>Price</b>       | <b>750</b>               |

- 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

### a) Risk Management

The contracting authority intends to contract a tenderer which, in addition to a good claims settlement and management organization with well-qualified employees, provides a good interpretation of risk management. Focus should be on the presence of prevention specialists, the manner of service given in the field of risk management to the client. The implementation will always take place in collaboration with the risk manager of the client.

The more the tenderer implements risk management, the higher the score will be on this part. The maximum possible score is 100 points.

### b) Added value

The Tenderer must explain on no more than one page A4 in what way the execution of the offered added value supports VGA in the execution of the present contract. Examples sharing insurance policies for specific risks, carrying out risk inspections, contact points for underwriting questions or other innovative solutions. The parts that may give added value belong to the tender and cannot be a reason for additional remuneration at the time of the execution of the assignment.

The more the tenderer implements added value, the higher the score will be on this part. The maximum possible score is 50 points.

### c) Social return

The municipality of Amsterdam applies Social Return to tenders resulting in contracts with a final contract value above the European threshold for the tendering of services. The social objective of the Municipality of Amsterdam is that an investment by the municipality, in addition to the 'normal' return, must also yield a concrete social gain (return). The municipality does this by making Social Return a social condition for procurement and tendering processes, whereby the municipality expects suppliers to contribute to creating employment for people who are at a distance from the labour market. The Contractor's social investment prepares the Target Group for a sustainable participation in the labour market. This gives the Social Return Candidate an opportunity to develop or to manifest themselves as a skilled employee.

Social Return can be implemented, for example (the list is not exhaustive!), by placing Candidates in regular jobs, but also in the form of arrangements aimed at work guidance (the so-called 'route to work'), such as an increase in competence in the form of work-related certification/ training/education and combinations with, for example, regular jobs. More information on this may be found at [www.amsterdam.nl/socialreturn](http://www.amsterdam.nl/socialreturn). VGA follows the municipality's policy with regard to social return. In his Tender, the Reinsurer must indicate on a maximum of one page of A4 in what way he will implement social return in the execution of the present assignment.

The more the tenderer implements social return, the higher the score will be on this part. The maximum possible score is 100 points.

The members of the Assessment Committee give a score for the Sub-awarding Criteria a (risk Management) and b (added value) and c (social return), whereby a mark is given according to the table below. The better the Tender meets the relevant criterion, the more this will be valued with a higher grade.

| Grade | Meaning      | Explanation                                                                                         |
|-------|--------------|-----------------------------------------------------------------------------------------------------|
| 0     | none         | does not meet the requested information/substantiation.                                             |
| 1     | poor         | hardly meets the requested information/substantiation                                               |
| 2     | insufficient | satisfies the requested information/substantiation to an excessively limited extent.                |
| 3     | sufficient   | meets the requested information/substantiation.                                                     |
| 4     | good         | a thorough substantiation of the requested information with information that is considered complete |
| 5     | excellent    | very extensive and relevant substantiation of this part, with very extensive elaboration            |

The score thus obtained for a Sub-award Criterion shall be converted pro rata into a number of points, where a score of 0 results in a number of points of 0, a score of 1 20% of the maximum number of points and a score of 5 results in the maximum number of points.

#### Method of assessing quality

- 7.4. 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. The Assessment Committee consists of at least three (3) persons.
- 7.5. Each member of the Assessment Committee assesses the Tender received individually and gives the Tender a score for each sub-award criterion. After the individual assessment, a

meeting of the full Assessment Committee takes place in which the assessors give a score per sub-award criterion by consensus.

- 7.6. In order to promote the objectivity of the assessment 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

- 7.7. VGA assesses the price on the basis of the premium (price) per insurance year.

The Tenderer with the lowest premium amount receives 750 points.

The premium (price) of the other Tenderers are related to this according to the formula:  
 $750 \times (A / B) = C$ .

Explanation: A stands for the submitted the premium (price) of the lowest Tenderer, B for the the premium (price) of the Tenderer to be assessed and C for the points awarded to the Tenderer to be assessed

### Award

- 7.8. The scores for price and quality will be added up per Tenderer. A ranking is made based on the point score. The Tenderer with the highest score has submitted the economically most advantageous Tender and comes at the top of the ranking.
- 7.9. VGA awards the contract to the Tenderer to whom no grounds for exclusion apply, who meets the suitability requirements and who has submitted the most economically advantageous Tender.
- 7.10. 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.

#### **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 the Best Price Quality Ratio. 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. By registering for this tender, you declare that you agree to 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:  | Risk Information                           |
| Enclosure 8:  | Policy conditions/ special conditions      |
| Enclosure 9:  | Tender VGA 2023-2026 Summary               |
| Enclosure 10: | Draft of contract of reinsurance 2023      |