

Specifications European public tender Liability reinsurance City of Amsterdam



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1. Glossary/definitions

Contracting Authority	N.V. Verzekeringsbedrijf Groot Amsterdam (hereinafter: VGA)
Public Procurement Act 2012	[<i>Aanbestedingswet 2012</i>] Act of 1 November 2012
Tender Documentation	All documents made available by VGA as part of this European public tender, including the Specifications, the Enclosures to the Specifications (including the Contract and the Schedule of Requirements), and the Notice(s) of Information
Assessment Committee	The persons who assess the tenders received on behalf of VGA
Specifications	These Specifications with Enclosures (including the Schedule of Requirements) setting out the tendering procedure as well as the requirements and conditions
Enclosure(s)	The documents included in these Specifications titled Enclosure
Declaration of Conduct Procurement	The declaration as referred to in article 4.1 of the Public Procurement Act 2012
Authorised Agent	The party who effects (an) insurance contract(s) in pursuance of a professional practice or business as authorised agent of a Reinsurer on their behalf and for their account as referred to in the <i>Wft</i>
Award Criterion	The criteria based on which the Tender is assessed and weighed in terms of content (Best Price/Quality Ratio)
Reinsurer	The party whose business it is to effect and settle reinsurance contracts in their own name and for their own account or the direct writers performing reinsurance activities in their own name and for their own account, both as referred to in the <i>Wft</i>
Reinsurance	An insurance in which risks are underwritten as referred to in the <i>Wft</i>
Tender Form	The form provided by VGA (Enclosure 3) on which Tenderer must submit the price
Tenderer	The Reinsurer or Authorised Agent who submits a Tender in compliance with the provisions of these Specifications
Tender	A bid submitted by the Tenderer

Notice of Information	Document(s) containing anonymised questions from Tenderers together with the Contracting Authority's answers, as wells as any changes in and/or additions to the Tender Documentation
Client	N.V. Verzekeringsbedrijf Groot Amsterdam
Contractor	The Tenderer with whom Client enters into a Contract in the context of this Tender
Contract	The contract for the Liability reinsurance for the City of Amsterdam between VGA and Reinsurer that is concluded by award
Planning	The planning of the present tendering procedure as set out in section 3.2 of the Specifications
Parcel	The Tender is subdivided into 3 Parcels. Each Parcel is specified in the Schedule of Requirements
Schedule of Requirements	Enclosure 1 of these Specifications
Award Subcriteria	The award subcriteria specified in Chapter 7 of these Specifications
ESPD	The European Single Procurement Document [<i>Uniform Europees Aanbestedingsdocument (UEA)</i>] as referred to in article 2.84 under 1 of the Public Procurement Act 2012
Policyholder	N.V. Verzekeringsbedrijf Groot Amsterdam
Wft	[<i>Wet op het Financieel Toezicht</i>] Financial Supervision Act and related legislation and regulations

2. Introduction

General

- 2.1. These are the Specifications for a European public tender. N.V. Verzekeringsbedrijf Groot-Amsterdam (hereinafter: VGA) invites you to submit a Tender for the European public tender Liability reinsurance City of Amsterdam. The Tender Documentation contains all relevant information about this tender.
- 2.2. VGA is a Contracting Authority as referred to in the Public Procurement Act 2012 (hereinafter: PPA), which is applicable to this tender.

The Contracting Authority

- 2.3. VGA is the insurer and broker of and for the City of Amsterdam and/or associated and related organisations (such as city districts, services, companies and associated organisations) and/or participating interests (such as City Transport Company (GVB), Port Authority and Waternet). The City of Amsterdam (and/or associated and related organisations and/or participating interests) with its buildings, infrastructure, semi-industrial companies, traffic, public transport, and museums requires a comprehensive insurance package. VGA takes care of the insurance contracts, risk management and claims handling for the City of Amsterdam and/or associated and related organisations and/or participating interests.
- 2.4. VGA is a professional organisation with its own in-house expertise. As an insurer VGA works with designated contacts to ensure short communication lines, allowing them to respond quickly to insureds' needs.
- 2.5. VGA has specialist knowledge of both the risks of its insureds and the purchase and placement of insurance. VGA employs a risk manager who is committed to raising risk awareness among insureds. In addition, VGA has an expert claims department which handles various types of loss both below and above the retention in coordination with Reinsurer(s).
- 2.6. VGA currently employs approximately 60 people, divided over the departments Insurance, Claims, Finance, ICT, and Staff. VGA profiles itself as a professional, risk-aware and service-oriented organisation.

History

- 2.7. VGA started out as a fire loss fund in 1919, after which it developed through a general insurance fund into a modern business in corporate form (established in 1970). This special position makes VGA what it is today: the insurer and broker of and for the City of Amsterdam and/or associated and related organisations and/or participating interests.

Description City of Amsterdam

- 2.8. The City of Amsterdam is a municipality in the province of North Holland.

Amsterdam is the (titular) capital and, in terms of population, the largest municipality in the Netherlands. In 2024, the City of Amsterdam has a population of 931.748.

The City of Amsterdam comprises an area of 24,365 hectares, 18,812 of which are land and 5,553 water (100 hectares is 1 km²). The average address density is 6,075 addresses per km². The City of Amsterdam is home to 505,705 households, includes 2 towns, 110 neighbourhoods and 517 quarters. The municipality of Weesp merged with the City of Amsterdam in 2023, due to local government reorganisation.

- 2.9. Amsterdam owes its name to its location near a dam 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. Others are museums such as the Rijksmuseum, the Stedelijk Museum, the Van Gogh Museum, and the Anne Frank House. Amsterdam has two universities and the widest variety of nationalities in the world.
- 2.10. The city is administratively divided into eight district committees (districts and urban area) which in turn are subdivided into neighbourhoods and quarters. For further information, please visit www.amsterdam.nl/stadsdelen/

Claims handling

- 2.11. Not until a loss or damage has occurred, does insurance prove its worth. Each claim is handled by VGA with a proactive, service-oriented attitude and the ambition to settle matters in a fair way. Complex claims are our specialty. VGA looks for the right balance between accuracy and a pragmatic approach. Simple issues are resolved quickly and efficiently.
- 2.12. VGA claims specialists each have the legally required certificates, such as *Wft* and/or M&S (Motor Vehicles Insurance and Claims Handling) certificates. Permanent education is part of their career development.
- 2.13. The VGA claims specialists are dedicated to finding a well-considered approach while taking responsibility for the optimum protection of the interests and reputation of the City of Amsterdam and/or associated and related organisations and/or participating interests. The claims specialists have sector-specific knowledge thanks to many years of experience in handling government and corporate claims.
- 2.14. The claims specialists work closely together with the VGA underwriters and risk management adviser. If necessary, external loss adjusters, experienced lawyers or mediators are engaged to come to a prompt and fair solution.

Injured party is central

- 2.15. VGA is affiliated with the Bodily Injury Register <https://deletselschaderaad.nl> and complies with the Code of Conduct for Handling Bodily Injury Claims. The injured party is central in bodily injury claims.

Risk management

- 2.16. VGA takes a proactive, broad approach to controlling the cost of claims. The VGA risk manager analyses the claims data and discusses the results with the Insured. This may be based on a trend in claims data, but also on themes such as road management and/or safety. The main causes of loss or damage are discussed as well as the mitigating measures that have been or may be taken by the Insured in order to reduce the cost of claims and prevent a recurrence of loss or damage.
- 2.17. In addition, the risk manager joins specific risk sessions within the municipality and has annual meetings with the risk managers of various Insureds.
- 2.18. The centralisation of various activities within the municipality enables VGA to realise uniform agreements on risk management.
In addition to monitoring and analyses of the cost of claims by the VGA risk manager, the employees of the Insurance and Claims departments, as well as VGA's management, are actively committed to loss prevention during consultations with the Insureds.

Purpose and scope of the tender

- 2.19. The purpose of this tender is to conclude a reinsurance contract with one or more Reinsurers for the liability risks of the City of Amsterdam and/or associated and related organisations and/or participating interests. It is important for VGA to obtain full reinsurance cover with this tender.
- 2.20. Reinsurers are allowed to tender through an Authorised Agent. In that case, it must be stated clearly on behalf of which Reinsurer the Tender is submitted. An Authorised Agent may tender in its own name. In that case, the Authorised Agent acts on behalf and/or by order of one or more Reinsurers. Upon submission the Authorised Agent must hold the required licence and meet the requirements under the *Wft*. The ultimate contracting party to concluding the Contract is the Reinsurer. The exclusion and selection criteria as specified in Chapter 6 of these Specifications also apply to the Reinsurer.
- 2.21. The scope of the tender is specified in the Schedule of Requirements which is part of these Specifications (**Enclosure 1**). In order to enable Tenderers to make the best possible assessment of the risk to be (re)insured, VGA has attached risk information and loss statistics.
- 2.22. The Contract will be concluded for a period of 36 months, with the option of a single extension for a period of 12 months. The inception date of the Contract is 01-01-2025. For more information, please refer to the Schedule of Requirements.

- 2.23. It is possible to tender for the Parcels collectively or for each Parcel separately.
- 2.24. VGA reserves the right to change a limit or cover as specified in the Schedule of Requirements during the Contract period in consultation with Reinsurers, if circumstances give rise to do so in VGA's opinion. In the event of new or amended legislation or regulations during the Contract period, VGA can also revise/adjust the Contract in consultation with Reinsurers. The revision clauses and options are specified in the Schedule of Requirements.
- 2.25. VGA also reserves the right to extend the period of the Contract(s) as specified in the Specifications and/or the Schedule of Requirements in consultation with Reinsurers, if circumstances give rise to do so. This extension option has been included in the determination of the total period, the valuation and the estimate of the total contract. The extension options are specified in the Schedule of Requirements.

3. Tendering procedure

General

- 3.1. VGA uses the European public procedure as set out in article 2.26 of the PPA. This European public procedure means – in brief – that all interested Reinsurers may submit a Tender after publication of the announcement. The conditions and requirements the Tenderers must meet are specified in the Tender Documentation including these Specifications with Enclosures (including the Schedule of Requirements) and the Notice(s) of Information.
- 3.2. The original Tender Documentation is in Dutch and has been translated into English for this tender. In case of any ambiguity, difference in interpretation or contradiction between the English translation and the original Dutch wording, the Dutch wording will prevail at all times.

Planning

The Planning for the present tendering procedure is represented in the table below. VGA requests Tenderers to take due note of the periods and 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.

Activity	Date
Publication announcement TenderNed	1 August 2024
Submitting questions and/or reporting contradictions and/or objections regarding Tender Documentation	22 August 2024
Publication Notice of Information	5 September 2024
Submitting Tenders	19 September 2024 – 17.00 hrs
Opening and evaluation of the Tenders	20 September 2024
Announcement intention to award	4 October 2024
Suspensive period and verification of supporting documents	25 October 2024
Award of the Contract	25 October 2024
Inception date Contract	1 January 2025

- 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. By sending this announcement the tendering procedure has started.
- 3.4. Unless explicitly provided otherwise in the Specifications, the time limits set therein for the Tenderers are deadlines. The deadline is period of time within which an actual act or legal act must take place. VGA is entitled to adjust the time limits.

TenderNed

- 3.5. VGA has opted for electronic communication with Tenderers as much as possible, by using the online tendering platform TenderNed.
- The announcement for this tendering procedure has been published on TenderNed;
 - All Tender Documentation is made available digitally by VGA through TenderNed;
 - Requests for information as referred to in section 3.8 must be submitted through TenderNed;
 - The Notice of Information is published digitally through TenderNed;
 - The Tender must be submitted through TenderNed.

Order of priority in the tender

- 3.6. In case of any contradictions between the tender documents, the following order of priority applies during this tendering procedure:
- (a) the Notice of Information;
 - (b) the Schedule of Requirements;
 - (c) the Specifications;
 - (d) the other Enclosures.

Contact

In the context of this tender Joost Beentjes will act as contact on behalf of VGA. The contact details are: telephone number: +31 622 552 654, email: jbeentjes@vga.amsterdam.nl. In his absence, please contact Suzanne van Haaren. The contact details are: telephone number: +31 610 454 648. Email: svanhaaren@vga.amsterdam.nl

All communication regarding this tendering procedure goes through TenderNed addressed to VGA's contact. VGA tried to provide all relevant information in the Tender Documentation. Should you have specific questions about this tender, please contact the abovementioned contact.

Notice of Information

- 3.7. Requests for further information about the Tender Documentation must be submitted through TenderNed. The anonymised questions with corresponding answers will be

published in a Notice of Information and as such made available to all Tenderers on the date stated in the Planning. The Notice of Information is an integral part of the Tender Documentation. VGA requests Tenderers to submit any questions as soon as possible. Requests for information can be submitted until the date stated in the Planning at the latest. VGA reserves the right to disregard requests for information which are not submitted in accordance with these provisions or not submitted on time. If Tenderers have suggestions for adjusting the Contract including the policy conditions, they can submit them during the inquiry stage, provided they also include a concrete amendment proposal. It is at the discretion of VGA whether or not to respond to the suggestions and/or comments of Tenderers. In the answers to the questions in the Notice of Information VGA will state whether text suggestions are accepted and/or incorporated in the conditions, emphasising that amendments will apply to all Tenderers.

- 3.8. The Tender Documentation has been carefully compiled. Should you nevertheless discover any contradictions, ambiguities, inaccuracies or otherwise object to the procedure or the applicable requirements/regulations, you must report this in writing as soon as possible, stating the reasons. You must do so no later than on the date on which the written questions for the inquiry stage must be submitted. Afterwards, Tenderer can no longer object to alleged contradictions, ambiguities or inaccuracies in the Tender Documentation or otherwise raise objections to the regular procedure. Tenderer loses his right to do so or to base claims on the aforementioned contradictions, inaccuracies or objections. At that point, Tenderer is deemed to have unconditionally agreed to the contents of the Tender Documentation.
- 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 criteria, are able to submit a Tender in accordance with the requirements and the conditions as set out in the Specifications and the Schedule of Requirements.

4. Further tender regulations

Confidentiality and disclosure

- 4.1. The information provided by the Tenderer in the Tender will be treated confidentially by VGA and will not be made available to third parties, unless it concerns information that must be made public due to a legal obligation or regulation or that is already public.

Opening Tenders

- 4.2. Submitted Tenders will be opened on the date stated in the Planning.

Check for accuracy

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

Intention to award and rejection

- 4.4. The aim is to announce the intention to award (the award decision) no later than on the date stated in section 3.2.
- 4.5. Tenderers will receive a written notice of the intention to award. This notice contains the name of the Tenderer to whom the Client intends to award the contract, 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 article 2.127 of the PPA starts. During this suspensive period, VGA will not yet award the contract and Tenderers wishing to do so, can use a legal remedy against the award decision.

Award

After the suspensive period has expired without summary proceedings against the intention to award having been instituted, VGA will decide whether or not to award.

Contract

- 4.7. The Contract (per Parcel) is effected by awarding the contract to the winner(s) of the tender by means of a signed written notice from VGA.
- 4.8. After the Contract has been awarded and concluded, it is hereby provided that in case of any contradiction between the Contract and the Enclosures to the Contract, the following order of priority applies during the Contract period:
- (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 contract or issuing the policy, the BIPAR-Principles will be observed.

Applicable law and dispute settlement

- 4.10. This tender and the Contract are governed by Dutch law.
- 4.11. All disputes related to this tender or the Contract will be settled by the competent court in Amsterdam.

5. The Tender

- 5.1. Tenderer and his Tender must comply with the conditions, regulations and requirements under the Tender Documentation. Tenderers or Tenders failing to comply may be excluded from further participation in the tendering procedure or be disregarded by VGA.
- 5.2. By submitting a Tender, Tenderer declares to unconditionally agree to the full content of the Tender Documentation.

Conflict of interests

- 5.3. VGA may exclude a Tenderer from participating in the tendering procedure if he is or has been involved on the part of VGA in the preparation of the tendering procedure, or if the Tenderer makes use, in connection with the tendering procedure, of companies, advisers, employees or other (legal) persons who are or have been involved therein.
- 5.4. VGA will not exclude a Tenderer if he sufficiently demonstrates, in VGA's opinion, before submitting a Tender or in his Tender, that under the circumstances of the specific case, such involvement cannot have led to unfair competition.

Reliance on third-party resources and/or capacities

- 5.5. If a Tenderer relies on third-party resources in order to meet the selection criteria, this must be stated at the appropriate field of the ESPD (**Enclosure 2**).

If a Tenderer relies on the annual figures of a third party for the financial capacity review, this third party, and if this third party is part of a group with consolidated annual accounts, the highest parent company of the third party concerned, must accept joint and several liability for compliance with the obligations of Tenderer by completing and signing a Third-party declaration on resources and/or capacities (**Enclosure 4**).

Submitting the Tender

- 5.6. The Tender must be submitted on time, i.e. no later than the time stated in the Planning, and digitally through TenderNed. Tenderer is responsible for the 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 uploading a Tender takes time. As this is at Tenderers' risk, they are advised to take this into account and submit their Tenders well before the tender closing date.
- 5.7. Tenderer must use the forms attached as Enclosures. If Tenderer makes changes to the fixed text, the Tender will be disregarded as being invalid. Tenderer is obliged to fill in fields where amounts/information must be entered.

- 5.8. The Tender must be signed in a legally valid way. The legally valid signature may be verified by VGA after the intention to award was issued 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, Tenderer must attach a power of attorney when submitting his Tender as evidence of the authority to sign.
- 5.9. The Tender has a period of validity of ninety (90) calendar days after the tender closing date. VGA may request an extension of the period of validity of the Tender. The Tenderer cannot derive any right to the contract 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 decision was made by the court of first instance. During the period of validity, the Tender is unconditional and binding.
- 5.10. If summary proceedings against the award decision prevent VGA from awarding the Contract before the current Reinsurance expires while it cannot be temporarily renewed with the present Reinsurer, VGA is entitled – in order to have cover at all times – to temporarily assign the Tenderer(s) to whom the intention to award has been issued. The Tenderer(s) concerned is/are obliged to provide provisional cover, in accordance with their Tender, from that moment until a final award can be issued. If the summary proceedings show that the contract should be awarded to (an) other Tenderer(s), VGA will pay the premium (calculated over the period of provisional cover) after the period of provisional cover, to the Reinsurer(s) who provided the provisional cover, against their premium offered.
- 5.11. If provisional cover is required, it will be provided in accordance with the Tender Documentation and the Tender.
- 5.12. The Tender and all enclosures should preferably be drawn up in Dutch, but submitting them in English is also permitted.
- 5.13. Tenderers are allowed to tender only once.

Variants not allowed

- 5.14. Tenderer is not allowed to submit variants and/or alternatives in addition to a Tender in accordance with the Specifications, unless VGA expressly requests this in the Schedule of Requirements. Tenders including variants and/or alternatives will be declared invalid by VGA.

Complaints procedure

- 5.15. Despite VGA's careful preparation and execution of this tender, 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 in place that is described in the document Complaints Handling VGA (**Enclosure 5**). The complaint must be related to this tendering procedure.

- 5.16. The complaint must be filed in writing and with reasons by using the complaint form available on the VGA website [<https://www.amsterdam.nl/vga/over-vga/dienstenwijzer/vga-dienstenwijzer-februari-2022>]. VGA handles the complaint in accordance with the document Complaints Handling VGA.
- 5.17. A complaint filed by a Tenderer does not stop the tendering procedure. VGA is free to decide whether or not to suspend the tendering procedure.
- 5.18. If the complaint was not resolved satisfactorily in the Tenderer's opinion, the Tenderer may submit his complaint to the Procurement Experts Committee. For more information about complaints handling by the Procurement Experts Committee, please visit: <https://www.commissievanaanbestedingsexperts.nl/indienen-klacht>.

Suspensive period and legal protection

- 5.19. If Tenderer wishes to take legal action against the intention to award, Tenderer must have brought summary proceedings before the Amsterdam District Court by serving a summons within twenty (20) calendar days after the day on which the intention to award was sent. In that case, VGA will not proceed to award before a judgment has been given in summary proceedings, unless a compelling interest warrants an immediate award. Tenderers are allowed to contact the VGA contact during this period for an explanation of the assessment of the Tender. The period of twenty (20) calendar days is a deadline. If summary proceedings have not been instituted within twenty (20) calendar days after the day on which the intention to award was sent, the rejected Tenderers can no longer raise objections and have forfeited their rights in this respect. After expiry of the aforementioned period, VGA is free to act on the intention to award as advised.
- 5.20. 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 filing a claim for annulment, a prohibition on further implementation of the Contract or an order to terminate the Contract, the Tenderer must have filed a claim with the Amsterdam District Court by serving a summons within thirty (30) calendar days after the day on which the intention to award was sent. The period of thirty (30) calendar days is a deadline. If a claim has not been 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 filed outside the period of thirty (30) calendar days, or not filed in the prescribed manner, is inadmissible.
- 5.21. If a Tenderer believes he is entitled to indemnity, reimbursement of costs or any other payment, based on the present tendering procedure, the Tenderer must have filed a claim with the Amsterdam District Court by serving a summons within thirty (30) calendar days after the day on which the intention to award was sent. The period of

thirty (30) calendar days is a deadline. If a claim has not been 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 filed outside the period of thirty (30) calendar days, or not filed in the prescribed manner, is inadmissible.

Interim termination of the tendering procedure

- 5.22. VGA reserves the right to abandon the tendering procedure at any time, without justification, in whole or in part, temporarily or permanently. In such cases, Tenderers cannot claim any form of compensation, including costs incurred as part of this tender. VGA is at all times entitled not to award.

Costs

- 5.23. The costs incurred by Tenderer in connection with participation in the tendering procedure are not reimbursed, unless explicitly provided otherwise in these Specifications.

6. Exclusion and selection criteria

- 6.1. The Tender consists of the following components:
1. The completed and signed ESPD (**Enclosure 2**);
 2. The completed Tender Form (**Enclosure 3**);
 3. The information to be provided by Tenderer with regard to the Award Subcriteria.

European Single Procurement Document

- 6.2. The Tenderer must submit a correctly completed and legally signed declaration in accordance with the ESPD (**Enclosure 2**) when submitting his Tender.
- 6.3. The Authorised Agent may sign the ESPD on behalf of a Reinsurer, if permitted by his power of attorney. In that case, the Authorised Agent must complete his details in part IIB of the ESPD. Parts IIA and III must be completed by the Reinsurer.

Exclusion grounds

- 6.4. 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 tendering or on the day of conclusion of the Contract, has been irrevocably convicted in one or more of the situations specified in article 2.86 of the PPA of:
- Participation in a criminal organisation;
 - Corruption;
 - Fraud;

- Acts of terrorism or offences related to terrorist activities;
- Money laundering or financing terrorist activities;
- Child labour or other forms of human trafficking;
- Failure to meet obligations to pay taxes or social security contributions.

6.5. 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 tendering or on the day of conclusion of the Contract, is in one or more of the situations specified in article 2.87 of the PPA with regard to insolvency, conflicts of interests or professional misconduct. The exclusion grounds applicable to this tendering procedure are specified in the ESPD. You will find further information there.

6.6. To reduce the administrative burden, the Tenderer may, in the context of the Tender, initially confine himself to submitting the ESPD, in which Tenderer declares that these exclusion grounds do not apply to him. The Tenderer who has been notified of the award decision (the intention to award), must submit the following documents within seven (7) days of VGA's request:

- extract from the Trade Register as referred to in article 2.89 under 1 of the PPA;
- declaration of conduct procurement as referred to in article 2.89 under 2 of the PPA;
- statement from the tax authorities as referred to in article 2.89 under 3 of the PPA.

Foreign Tenderers, who are unable to submit the abovementioned evidence, may submit data and documents from another Member State that serve an equivalent purpose or show that the exclusion grounds do not apply to them, such in accordance with article 2.89 under 4 of the PPA.

Selection criteria

6.7. In order to prove their suitability, Tenderers must meet the following selection criteria regarding financial and economic standing, technical or professional ability and professional competence.

6.8. To tender for this contract, Tenderer may initially confine himself to submitting the ESPD, declaring that he meets the selection criteria. VGA may request the Tenderer who has been notified of the award decision (the intention to award), to provide evidence that the selection criteria are met within seven (7) days of VGA's request. The selection criteria specify which evidence Tenderer must then provide to VGA.

Selection criterion 1: Wft licence

6.9. Tenderer must hold the required DNB licence as a (Re)insurer to carry on the insurance business for the relevant categories in accordance with the *Wft* on the day of tendering and on the day of conclusion of the Contract.

- 6.10. To demonstrate that Tenderer meets this selection criterion, Tenderer must provide the following evidence if so requested by the Contracting Authority: a DNB licence to carry on the insurance business as referred to in article 2.27 or article 2.26a of the *Wft*.
- 6.11. In case of an Authorised Agent, he must provide the following evidence if so requested by the Contracting Authority: an AFM licence to act as authorised agent as referred to in article 2.92 of the *Wft*.

Selection criterion 2: Standard & Poor's A rating

- 6.12. Tenderer must have a sound 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 tendering and on the day of conclusion of the Contract or be able to demonstrate in another way to have an equivalent financial capacity.
- 6.13. To demonstrate that Tenderer meets this selection criterion, Tenderer must provide the following evidence if so requested by the Contracting Authority: a written record of a sound multi-year security rating (at least a Standard & Poor's A rating or a comparable rating) by a recognised rating agency such as Standard & Poor's or a competent body of equal standing, or otherwise data demonstrating an equivalent financial capacity.

Selection criterion 3: Trade Register entry

- 6.14. Tenderer must have a Trade Register entry on the day of tendering and on the day of conclusion of the Contract.
- 6.15. To demonstrate that Tenderer meets this selection criterion, Tenderer must provide the following evidence if so requested by the Contracting Authority: a certified extract from the Trade Register or equivalent supporting documents in case of a foreign Tenderer.

Selection criterion 4: Professional competence and Claims settlement

- 6.16. Tenderer must have staff of the required level as set out in the *Wft* in both the underwriting and claims departments in order to handle the insurance with the necessary expertise, efficiency, experience and reliability.
- 6.17. If so requested by the Contracting Authority, the Tenderer to whom the Contracting Authority 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, by submitting their (anonymised) CVs, supplemented with information relevant to the performance of the service.
- 6.18. Tenderer must, in collaboration with the other participating Reinsurers, conform without reservations to the customary claims settlement procedure in the Dutch insurance market.
- 6.19. Tenderer must be prepared to accept Dutch loss adjusters engaged by VGA.

7. Award Criterion Best Price/Quality Ratio

- 7.1. The substance of the Tenders submitted by Tenderers is assessed on the basis of the Award Criterion Best Price/Quality Ratio, whereby both price and quality are assessed. The Award Subcriteria relate to quality. The table below shows the maximum number of points the Tenderer can achieve per Award Subcriterion. A maximum of 300 points can be obtained for the quality component, and a maximum of 700 for the price component.

Description	Maximum number of points
Quality	300
a) Tender for Parcel 1	60
Tender for Parcel 2	30
Tender for Parcel 3	10
b) Share (with an minimum of 10%)	100
c) Leader	50
d) NHT cover and limit	25
e) Sustainability and CSR	25
Price	700

- 7.2. Tenderer must state the premium (price) per Parcel on the Tender Form (**Enclosure 3**).
- 7.3. As to quality, Tenderer must provide more detailed information for each quality criterion specified below. Each Parcel will be assessed separately and points will be awarded per Parcel based on the above table.

Explanation quality criteria

a) Tender for Parcels

The Tenderer who states on the Tender Form (**Enclosure 3**) that he wants to act as a Reinsurer in the Parcels indicated by him, is awarded points according to the above table. In case of a combined Tender for more than one Parcel, the points for the Parcels for which a Tender has been submitted, are added up.

b) Share

A Reinsurer is rewarded with 1 point for every percent of the capacity deployed. A minimum share of 10% is requested.

c) Leader

A Reinsurer who states on the Tender Form (**Enclosure 3**) that he wants to act as a leading Reinsurer is awarded 50 points. A Reinsurer who states that he does not want to be a leading Reinsurer receives 0 points.

d) NHT cover and limit

The Reinsurer who offers primary cover instead of standard NHT cover, receives 25 points. Reinsurer must also state in his Tender whether the cover he provides, equals or exceeds the NHT limit. The remaining 25 points for this criterion are awarded as follows: the Tenderers tendering in excess of the NHT limit, are ranked according to the amount of the NHT limit offered. The Reinsurer with the highest NHT limit ranks first and receives 25 points, and the following Reinsurers receive 20, 15, 10 or 5 points based on their ranking. If there are more than 5 Reinsurers, the numbers 5 and next in the ranking receive 5 points for this subcriterion.

e) Sustainability and CSR

The objective of the Award Subcriterion Sustainability and CSR is to select Reinsurers who are not only economically attractive, but also contribute to sustainable development and corporate social responsibility. This criterion focuses on the environmental and social impact of insurance bids.

This may be implemented (list is not exhaustive!) by:

1.Environmental policy and performance

-CO2 reduction; the measures taken by the insurance provider to reduce the CO2 emission of his activities, such as energy efficiency in offices and reduction of emissions by business operations.

-Waste management; waste management approach, including policy for reduction, recycling and reuse of materials within the organisation.

2. Sustainability policy and Certifications

-Sustainability strategy; the general sustainability policy of the insurance provider, including specific targets and action plans.

-Certifications; availability of relevant certifications such as ISO 14001 (environmental management) or ISO 50001 (energy management).

3. Sustainable Insurance Products and Innovations

-Green insurance products; development and supply of insurance products that support sustainable practices, such as discounts for eco-friendly vehicles or energy-efficient buildings and sustainable damage repair.

-Innovative services; services that help customers make their business operations more sustainable, such as advice on energy saving and risk management for sustainable projects.

4. Social Responsibility and Impact

- Corporate Social Responsibility (CSR); the CSR policy of the insurance provider and the actual social responsibility initiatives.

- Working conditions; compliance with fair labour practices and promotion of diversity and inclusion within the organisation.

- Local involvement; initiatives that contribute to the development of local communities and economies, such as supporting voluntary work and local charities.

The members of the Assessment Committee give scores by awarding a mark according to the table below. The more components of the relevant criterion the Tenderer meets, the higher the mark awarded.

Mark	Meaning	Explanation
0	none	does not meet the required information/substantiation
1	poor	hardly meets the required information/substantiation
2	insufficient	meets the required information/substantiation to an inadequate extent
3	sufficient	meets the required information/substantiation
4	good	a thorough substantiation of the required information that is considered complete
5	excellent	extensive and relevant substantiation of this component, with detailed elaboration

The score thus obtained on an Award Subcriterion, is converted pro rata into a number of points, whereby a score of 0 results in a number of points of 0, a score of 1 results in 20% of the maximum number of points, and a score of 5 results in the maximum number of points.

Quality assessment method

- 7.4. 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 is formed by at least three (3) persons.
- 7.5. Each member of the Assessment Committee assesses the submitted Tender individually and gives the Tender a score per award subcriterion. Following the individual assessments, a meeting of the entire Assessment Committee takes place at which the assessors give a consensus score per award subcriterion.
- 7.6. In order to promote the objectivity of the assessment of the Award Subcriteria Quality, the members of the Assessment Committee have no knowledge of the submitted prices at the time of their assessments.

Price assessment method

- 7.7. VGA assesses the price based on the permillage per policy year.

The Tenderer with the lowest premium receives 700 points.

The permillages of the other Tenderers are related to this according to the formula:
 $700 \times (A/B) = C$.

Explanation: A represents the submitted permillage of the lowest Tender, B the permillage of the Tender to be assessed, and C the points awarded to the Tender to be assessed.

Award

- 7.8. The scores on price and quality will be added up per Parcel per Tenderer. A ranking is made based on the score per Parcel. The Tenderer with the highest score has submitted the Tender with the best price/quality ratio and ranks first.
- 7.9. VGA awards the Contract to the Tenderer to whom no exclusion criteria apply, who meets the selection criteria and who has submitted the Tender with the best price/quality ratio.
- 7.10. The successive Tenderers are also eligible for award of the capacity offered based on this ranking, until 100% cover has been reached for the Parcel.

Determination of the leading reinsurer

- 7.11. For the performance of the Contract, the capacity offered by leading Reinsurers will first be considered. The leading Reinsurer will be responsible for the communication on behalf of the fully selected panel of leading and following (re)insurers from the tender.
- 7.12. A ranking is made based on the Best Price/Quality Ratio. The Tenderer who has tendered as a leading (re)insurer and has offered the BPQR of all leading Tenderers, ranks first and is the winning Tenderer.
- 7.13. In general and in line with DNB policy, VGA prefers to conclude a Contract on a co-insurance basis.

Completion of the reinsurers panel

- 7.14. After the leading (Re)insurer has been determined, all other Reinsurers who have tendered as following Reinsurers, will be assessed on the basis of Best Price/Quality Ratio. The Tenderers will then be added to the Contract in order of their ranking, until 100% cover has been reached.
- 7.15. The Tenderer who is the last to be added to the Contract may not receive the percentage stated in his Tender. In the event of two or more Tenderers having offered exactly the same premium and the sum of the capacity offered exceeding 100%, all shares will be divided pro rata over the relevant Tenderers.

7.16 Supplementary to article 7.13 and for reasons of the desired risk spread, it is hereby provided that if the result of the ranking of Reinsurers stays within a 10% range, VGA reserves the right to divide the shares among these Reinsurers at its own discretion.

7.17 Submitting a Tender means the Tenderer irrevocably agrees to this procedure.

8. Schedule of Requirements

8.1. The Schedule of Requirements (**Enclosure 1**) lists all the specific requirements and conditions applying to the present contract. The Schedule of Requirements with the attached Enclosures form an integral part of the Specifications. By tendering for this contract, you agree to the Schedule of Requirements.

9. Integrity

9.1. Integrity is high on VGA's agenda. 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. Enclosures

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

- Enclosure 1: Schedule of Requirements
- Enclosure 2: European Single Procurement Document
- Enclosure 3: Tender Form
- Enclosure 4: Third-party declaration on resources and/or capacities
- Enclosure 5: Complaints Procedure VGA
- Enclosure 6: Portfolio summary / Risk information
- Enclosure 7: Claims statistics
- Enclosure 8: Policy conditions