

**Framework service contract(s)**

***for the provision of insurance services to the EEA in the areas of business insurance of its premises and collective accident insurance for non-statutory staff - 2 lots***

**Reference: Open call for tenders EEA/ADS/11/008**

**Closing date: 31/01/2012**

**1. Introduction to EEA**

The European Environment Agency (EEA) is a European Union public body governed by Regulation (EC) No 401/2009 of the European Parliament and of the Council of 23 April 2009<sup>1</sup>. The EEA role is to support the European Union in the development and implementation of environmental policy by providing relevant, reliable, targeted and timely information on the state of the environment and future prospects. The EEA also provides the necessary independent scientific knowledge and technical support to enable the Union and the EEA member countries to take appropriate measures to protect and improve the environment as laid down in the Treaty and by successive Community action programmes on the environment and sustainable development. Currently, the EEA has 32 member countries. Its premises are located at 1050 Copenhagen K, Kongens Nytorv 6 and 8, Denmark and cover a total area of 9940 m<sup>2</sup> (i.e. 7.200m<sup>2</sup> (KN6) distributed in five floors plus basement and 2.740 m<sup>2</sup> (KN8) distributed in three floors plus basement)

There are approximately 200 staff members working at the EEA hired mainly either as temporary agents or contract agents and subject to the Staff Regulations and the Conditions for employment of other servants of the European Communities (the so-called "statutory staff") or as seconded national experts (SNE) who are subject to the rules laid down in Commission Decision C(2006) 2033 that apply by analogy (the so-called "non-statutory staff") . These staff members come from a wide range of national, professional and cultural backgrounds. Their functions at the EEA vary from environment-related research and data-analysis to administrative or managerial tasks.

Further information about the work of EEA can be obtained on its website: <http://www.eea.europa.eu>.

---

<sup>1</sup> OJEU L 126 of 21.5.2009, p. 13.

## 2. Presentation of the tender

Tenders shall be submitted in accordance with the **double envelopes system**:

The outer envelope or parcel should be sealed with adhesive tape and signed across the seal and carry the following information:

- The call for tenders reference No **EEA/ADS/11/008**
- The contract title ***“Provision of insurance services to the EEA in the areas of business insurance of its premises and collective accident insurance for non-statutory staff – 2 lots*”**
- The name of the tenderer
- The indication ***“Tender – Not to be opened by the internal mail services”***
- The address for submission of tender (as specified in the letter of invitation to tender)
- The date of submission shall be legible on the outer envelope or parcel

The outer envelope or parcel must contain three inner envelopes, i.e. Envelope No 1, 2 and 3, corresponding to the following three sections: administrative section, technical offer and financial offer.

**(a) Envelope No 1 – Administrative section** shall include the following:

- The Tender submission form drawn up in accordance with the template in annex 1
- The declaration on exclusion criteria as required under section 12.1.2 drawn up in accordance with the template in annex 2
- The legal entity form as required under section 12.2.1 drawn up in accordance with the template in annex 3
- The financial identification form drawn up in accordance with the template in annex 4
- The evidence and documentation demonstrating the fulfilment of the selection criteria as required under sections 12.2.2 (economic and financial capacity) and 12.2.3 (technical and professional capacity)

**(b) Envelope No 2 – Technical offer** shall include the following:

The technical offer providing all information requested under section 7 including where appropriate information relevant to subcontracting as requested under section 4.3.

**(c) Envelope No 3 – Financial offer** shall include the following:

The financial offer providing all information requested under sections 11 and 12.3, drawn up in accordance with the template in annex 5.

Tenders shall be drafted in one of the languages of the EEA member countries, **preferably in English or Danish** (supporting evidence does not need to be translated) and submitted **in triplicate** (one signed original unbound and two copies) in each of the three envelopes.

It is important that tenders are presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

Tenderers shall observe precisely the indications in points 2, 3, 4 and 6 of the letter of invitation to tender to ensure their tender is admissible. Late delivery will lead to non-admissibility of the tender and its rejection from the award procedure for this contract. Offers sent by e-mail or by fax will also be non-admissible and discarded. Envelopes found opened at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers must ensure that their tenders are packed in such a way as to prevent any accidental opening during their mailing.

### **3. Confidentiality and protection of personal data**

For the processing of this tendering procedure, the EEA observes the rules set in Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data (OJEU L 8 of 12.1.2001, p. 1).

For further detailed information please refer to the privacy statement attached as annex 7 to these tender specifications.

### **4. Participation in the tendering procedure**

Submission of a tender implies acceptance of the terms and conditions set out in the invitation to tender, in these tender specifications and in the draft framework contract and draft order form attached to the latter (see annex 6) and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

#### **4.1. Eligibility**

This call for tenders is open on equal terms to all natural and legal persons from one of the 32 EEA member countries and to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of procurement on the conditions laid down in that agreement.

As proof of eligibility tenderers must indicate in which country they have their headquarters, registered office or residence, and provide the necessary supporting documents in accordance with their national law. If the tender is a natural person, he/she must provide a copy of identity card/passport or driving license and proof that he/she is covered by a social security scheme as a self-employed person.

#### **4.2. Application**

All eligible natural and legal person (as per above) or groupings of such persons (consortia) may apply.

A consortium may be a permanent, legally established grouping or a grouping, which has been constituted informally for a specific tender procedure. If awarded the contract, the members of the consortium (i.e. the leader and all other partners) will have an equal standing towards the EEA in executing the framework service contract and they will be jointly and severally liable to the EEA.

The participation of ineligible natural or legal persons will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

The EEA will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection to the EEA contractual interests (depending on the member countries concerned this may be for instance, incorporation or partnership or a temporary association). Consortia must identify one of their members as coordinator who will interface with the EEA.

Each member of a consortium or group of service providers must fulfil the conditions for participation mentioned in sections 4.1 above and 4.2 and provide the required documents listed in these tender specifications under sections 12.1 and 12.2 below. Therefore, each member of a consortium or group of service providers shall specify his role, qualifications and experience.

#### **4.3. Subcontracting**

A contractor may subcontract part of the services.

Tenderers must state what part of the work, if any, they intend to subcontract, and to what extent (for instance % of the total contract value), specifying the names, addresses, legal status and professional qualifications of the subcontractors. If subcontracting is **not** envisaged, tenderers shall clearly state so in the tender submission form (see Annex 1).

If subcontracting is envisaged as part of this contract, tenderers shall provide a statement of their policy on the use of subcontractors and of the means of ensuring quality and confidentiality when subcontractors are used.

Tenderers must acknowledge that EEA reserves the right to request them at later stage to provide documentation in relation to exclusion and selection criteria for any proposed subcontractor.

If awarded the contract, contractors may not choose subcontractors other than those mentioned in the bids unless they obtain the prior written authorisation of the EEA. The overall responsibility of the work remains with the contractor.

Contractors must ensure that Article II.17 of the draft framework contract (see Annex 6) can be applied to subcontractors. Once the contract has been signed, Article II.13 of the above-mentioned draft framework contract shall govern subcontracting.

## **5. Contractual terms**

In drawing up their bid tenderers should bear in mind the provisions of the standard framework contract and order form attached to these tender specifications (see Annex 6).

## **6. Subject of contract**

The European Environment Agency (EEA) intends to award one or two framework contract(s) for the provision of insurance services in the following areas:

- Business insurance of the EEA premises;
- Collective accident insurance to cover the national experts seconded (SNE) to the EEA against the risk of accident (non-statutory staff).

The call for tenders is therefore divided into 2 lots:

- **Lot 1: Business Insurance;**
- **Lot 2: Collective Accident Insurance.**

Tenderers may place an offer for one or both lots based on their expertise and experience. In case tenderers submit offers for both lots, they are requested to submit their bids separately for each individual lot, specifying the number and subject of the lot and comprising a section giving the technical offer (Envelope No 2) and a section giving the financial offer (Envelope No 3) for each individual lot. The administrative section (Envelope No 1) providing information as to the legal, economic and financial, professional and technical capacity of the tenderer and including annexes 1 to 4 to these tender specifications need though to be submitted only once. In this respect and owing to the variety of services required, tenderer may choose presenting the evidence related to their technical and professional capacity in one or more sub-sections for one or both lots for which they want to submit an offer.

Tenders will be evaluated separately, lot by lot. For each lot, framework contract(s) will be awarded (maximum 1 per lot).

## **7. Specific provisions per lot**

The sections below describe the required minimum level of services to be provided.

## **7.1 Business Insurance (Lot 1)**

The insurance is to cover the following: damage or loss on movable property, including computer and other electrical equipment, glass and sanitary; business interruption; judicial costs; workmen compensation; and commercial liability.

A visit to the EEA premises is foreseen for this lot, see section 9 below.

### **7.1.1 Movable property (In Danish: 'Løsøre')**

The movable property of the Agency shall be covered against all damage or loss as a result of fire and/or smoke, theft and/or attempted theft, vandalism and/or third party damage, storms, floods, lightning and other extreme weather conditions, explosions and water damage.

#### *1. Basic movable properties (currently up to an amount of DKK 46.169.233)*

Goods – including raw material and any perishable goods from the kitchen area (currently occupied by an EEA contractor), semi manufactured and finished goods – packing, fittings, installations, machinery and other operating equipment – including tools and motor vehicles which are not liable to registration.

#### *2. Computers and other electrical equipment (currently up to an amount of DKK 16.736.547)*

Mechanical and electrical operating equipment belonging to the Agency, as well as any equipment for which it is liable through renting or leasing contracts e.g. computer equipment, audio-visual equipment, security systems, office machinery, kitchen equipment etc.

#### *3. Glass (currently up to an amount of DKK 1.300.000)*

Glass panes inside and outside the Agency premises, bulletproof windows towards Kongens Nytorv, sun filters, and alarm strips and wires etc. connected to anti-burglary devices and alarms.

#### *4. Sanitary (currently up to an amount of DKK 211.997)*

Sanitary fittings cover toilets, cisterns, wash basins, bath tubs, bidets and urinals.

### **7.1.2 Business interruption (in Danish: 'Meromkostninger') (currently up to an amount of DKK 14.505.007)**

Business interruption costs which are due to the premises of the EEA being rendered wholly or partly useless are also to be covered.

### **7.1.3 Juridical costs (in Danish: 'Retshjælp') (currently up to an amount of DKK 450.000)**

### **7.1.4 Workmen compensation (In Danish: 'Erhvervsansvar') (currently up to an amount of DKK 10.000.000)**

This mandatory requirement in accordance with the Workmen's Compensation Insurance Act, covers medical treatment, rehabilitation, aids, glasses, prostheses etc. as well as compensation for loss of working ability, compensation for permanent harm, transition amount to surviving relatives etc.

### **7.1.5 Commercial liability (in Danish: Arbejdsskade): Up to the amount required by law**

Insuring the Agency against third party claims.

### **7.1.6 Premium payment**

- The premium shall be regulated once a year on the basis of an estimation of the insured items.

## **7.2 Collective Accident Insurance (Lot 2)**

According to Article 11(3) of Commission Decision C (2006) 2033 of 01/06/2006 laying down rules on the secondment of national experts to the Commission, seconded national experts (SNE) shall be covered by the Commission against the risk of accident from the day on which their secondment begins.

This Decision is also applicable to the EEA which shall cover its SNE accordingly.

The accident coverage must comply with Article 73 of the Staff Regulations (see Annex 8) and the Common Rules adopted on the basis thereof (see Annex 9 excerpt).

### **7.2.1 Insurance holders**

The following staff categories shall be affiliated to the insurance as a body:

- All national experts on secondment from any of the member countries of the EEA<sup>2</sup>.

### **7.2.2 Coverage**

The coverage should be as follows:

- The policy shall provide worldwide coverage at all time against accidents occurred to the holders of the insurance. It shall cover the time of exercising his/her functions at the EEA and the time of private life outside the EEA (24 hours basis);

The coverage shall include:

- Compensation of loss of life (reference value per person, per year EUR 31 850,04);
- Survivors' pension in case of death, payable to spouse and to children below 21 years of age;
- Compensation for permanent disability (reference value per person, per year EUR 31 850,04);
- Medical expenses including dental treatment in connection with damage to teeth (up to an amount of EUR 6 370);
- Disability in case of decrease of working capability;
- Critical illnesses.

The list above is not exhaustive.

### **7.2.3 Premium payment**

- The premium shall be regulated once a year on the basis of an estimation of the highest number of people to be covered by the insurance.

---

<sup>2</sup> i.e. European Union 27 Member States plus Iceland, Liechtenstein, Norway, Switzerland and Turkey.

- For the purpose of the offer, the estimated number of people to be covered under this insurance will be 35.

## **8. Performance of the services**

The services will be performed at the contractor's premises.

## **9. Visit to the Agency**

A presentation of the EEA premises will take place on **12/01/2012 at 10:00**. Against signature of declarations of confidentiality, one set of drawings of facilities will be provided as hand-outs during the tour of the buildings. The interested bidders are requested to inform the procurement services of EEA at least 24 hours in advance by email to [procurement@eea.europa.eu](mailto:procurement@eea.europa.eu) or by fax at number +45 33 36 72 73.

## **10. Type and volume of contract**

For both lot 1 and 2 the successful tenderer will be awarded a framework service contract for a period of 48 (forty-eight) months, starting from the date of signature. The services will be implemented through order forms depending on the EEA's demand. Based on the EEA's current level of activities the total value of the contract for each lot is estimated to EUR 80,000 over a maximum 48 (forty-eight) months' period (i.e. EUR 160,000 in total).

## **11. Price**

Tenderers are required to quote prices for the services to be provided as follows:

- Prices must be quoted per category of service as described under section 7 above.
- Prices quoted must be **all-inclusive** and expressed in **euro**, including for tenderers established in countries that are not part of the euro zone. For tenderers in countries that do not belong to the euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderers to select an exchange rate and assume the risks or the benefits deriving from any variation.
- No additional expenses incurred in the performance of the services will be reimbursed separately by EEA.
- The price quoted must be fixed and not subject to revision for the whole duration of the contract.

Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities and the Headquarters Agreement between EEA and the Government of Denmark of 17 August 1995, EEA is exempt from all charges, taxes and dues, including value added tax; such charges may not therefore be included in the calculation of the price quoted; the VAT amount must be indicated separately.

The costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.

## **12. Criteria**

### **12.1. Exclusion criteria**

#### **12.1.1. Exclusion from participation and award in the procurement procedure**

To be eligible to participate in this contract award procedure, tenderers must not be in any of the exclusion situations referred to in Articles 93 and 94 of the Financial Regulation applicable to the general budget of the European Communities<sup>3</sup>.

<sup>3</sup> Council Regulation (EC, Euratom) No 1605/2002 of 25.6.2002, OJEU L 248/1 of 16.9.2002 as last modified by Council Regulation (EC, Euratom) No 1575/2007 of 17.12.2007, OJ L 343/9 of 27.12.2007.

In addition, contracts may not be awarded to tenderers who during the procurement procedure:

- are subject to a conflict of interest,
- are guilty of misrepresentation in supplying the information required by EEA as a condition of participation in the contract procedure or fail to supply this information,
- or find themselves in one of the situations of exclusion aforementioned.

#### **12.1.2. Evidence to be provided by the tenderers**

When submitting their bids, each tenderer (including subcontractor(s) or any member of a consortium or grouping) must provide a declaration on their honour, duly signed and dated, stating that they are not in any of the situations mentioned under paragraph 12.1.1 above. For that purpose, they shall complete and sign the form attached as Annex 2 to these tender specifications.

The tenderer to whom the contract is to be awarded shall provide within 14 calendar days following receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the evidence specified in the penultimate paragraph of the declaration of honour (Annex 2) confirming the contents of the latter.

### **12.2. Selection criteria**

#### **12.2.1. Legal capacity**

Any tenderer is required to prove that he is authorised to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register. To that effect, each service provider (including subcontractor(s) or any member of a consortium or a group of service providers) is required to submit a legal entity form (see annex 3) duly filled out and signed, accompanied by a copy of inscription in trade register and/or a copy of inscription in VAT register, where applicable. However the subcontractor(s) shall not be required to fill in or provide those documents when the services represent less than 20 % of the contract.

#### **12.2.2. Economic and financial capacity**

Evidence of economic and financial capacity shall be furnished by **(one or more of)** the following documents:

- o appropriate statements from banks or evidence of professional risk indemnity insurance;
- o the presentation of balance sheets or extracts from balance sheets for at least the last two years for which account have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
- o a statement of overall turnover and turnover concerning the services covered by the contract during the last two financial years.

If, for some exceptional reason, which the EEA considers justified, a tenderer is unable to provide the references requested above, he may prove his economic and financial capacity by any other means which the EEA considers appropriate.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the EEA that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

#### **12.2.3. Technical and professional capacity**

Tenderers should show their degree of technical and professional capacity to carry out the requested tasks by providing information on the criteria described below. If several service

providers or subcontractors are involved in the tender, the selection criteria for the technical and professional capacity will be assessed in relation to the combined capacities of the service providers and subcontractors, as a whole, to the extent that service providers or subcontractors put their resources at the disposal of the tenderer for performance of the contract.

o **Technical competence:**

The tenderer must have the necessary technical capacity to perform the contract and in particular proven experience in the insurance field and experience in providing insurance to cover public administrations.

Tenderers shall provide the following documents:

- Evidence of enrolment in the relevant professional register;
- A list of similar services provided in the past three years, indicating the value, dates and recipients of the services (public or private);
- A brief company profile including demonstration of organisational capacity as per the above requirement (see technical competence/2nd bullet) (maximum 3 A4 pages);
- A description of the measures employed to ensure the quality of services and of their ability to respond quickly to request for services and/or modification thereof (maximum 2 A4 pages).

o **Environmental policy:**

Tenderers shall provide a description of their environmental policy specifying the status of implementation. In the event of a joint offer submitted by a consortium or a grouping of service providers, **each member** of the consortium or grouping shall provide the requested description.

**12.3. Award criterion**

One or two framework contract(s) will be awarded by the automatic award procedure to the tender that, while being in order and satisfying the conditions laid down in the present tender specifications, quotes the **lowest price for each lot**.

For that purpose, tenderers are requested to submit a financial offer giving the total **all-inclusive** (i.e. include all the relevant costs and all expenditure (e.g. management and administrative costs, travel costs, etc...)) fixed price in **euro**, for the following services:

<b>Services: Business insurance</b>	<b>Price 1</b>	<b>Price 2</b>
LOT 1: <b>Yearly premium</b>		

Price 1: Applies if only winning lot 1

Price 2: Applies if winning both lots 1 and 2

<b>Services: Collective Accident Insurance</b>	<b>Price 1</b>	<b>Price 2</b>
LOT 2: <b>Price per person per month</b> <sup>(*)</sup>		

Price 1: Applies if only winning lot 2

Price 2: Applies if winning both lots 2 and 1

<sup>(\*)</sup> on the basis of an estimated maximum number of 35 persons (see section 7.2.3 above)

For that purpose, tenderers shall complete the price quotation attached as annex 5 to these tender specifications. Tenderers shall bear in mind that all fields are compulsory and non-compliance will lead to exclusion of the tender from the award process.

### **13. Performance**

Competence in the selection criteria must be maintained throughout the framework contract. Should the contractor fail to do so during the validity of the framework contract, another vender from the tenders may be chosen.

### **14. Environmental Considerations**

The EEA runs a certified environmental management system (EMAS) and aims to minimise the environmental impact of all its activities, including those carried out under contract. The future contractor will, therefore, be requested to consider the EEA environmental management guidelines in the implementation of the contract, in particular, those relating to business travel/electronic means of communication, paper and energy consumption. Further information on the EMAS system can be found on the EEA homepage: <http://www.eea.europa.eu/documents/emas>.

Moreover, it is strongly recommended that tenders are submitted in an environmentally friendly way, e.g., by choosing a simple and clear structure (list of contents and consecutive page numbering), double-sided printing, limiting attachments to what is required in the technical specifications (no additional material) and avoiding plastic folders or binders.

### **15. Annexes**

Annex 1: Tender submission form

Annex 2: Declaration on exclusion criteria

Annex 3: Legal entity form

Annex 4: Financial identification form

Annex 5: Price quotation

Annex 6: Draft framework contract and draft order form

Annex 7: Privacy statement

Annex 8: Article 73 Staff Regulation of Officials of the European Communities

Annex 9: Articles 2, 4, 7 and 11 of the Common Rules and Regulations applicable to officials and other servants of the European Communities.