

Call for tenders' details

Title: Provision of professional insurance brokerage services

Start date: 26/04/2018

Time limit for receipt of tenders: 29/05/2018

Contracting authority: EUROJUST

Status: Closed

Call for tenders question list

#	Submission date	Publication date	Question subject	Question	Answer
1	03/05/2018 08:53	03/05/2018 13:48	technical and professional requirements	The account manager and his or her back up must have knowledge of the English language at a B2 CEFR level. Is a certain diploma or certificate required?	03/05/2018 As indicated in point 2.4.3 of the invitation to tender & technical specifications, the successful tenderer will be required to provide: `Supporting documents demonstrating knowledge of English language, both spoken and written, at the level B2 CEFR or equivalent.`
2	03/05/2018 09:01	03/05/2018 13:51	technical and professional requirements	The account manager has to have at least 3 years of relevant experience in insurance broking for clients of at least 300 staff. We assume that these contracts can be handled in the Dutch language?	03/05/2018 Yes, these contracts could have been managed through the Dutch language.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
3	03/05/2018 08:58	03/05/2018 13:55	requirements for technical and professional capacity	<p>Tenderers must have had at least 3 relevant contracts signed or implemented in the past 3 years. The value of each of these contracts (including any insurance premiums under the contract) must be at least € 400.000.</p> <p>Q1. Is it required that the brokerage services under these contracts are provided in English? Q2. Is the amount of € 400.000 measured over a total of 4 years and not per year?</p>	<p>03/05/2018</p> <p>1. No, it is not required that these previous brokerage services were provided in English. 2. The value of €400,000 refers to the total value of the contract and not the annual value.</p>
4	02/05/2018 15:13	03/05/2018 13:59	Additional Information on Policies	We kindly ask you to forward more details on each policy perhaps split up of sums insured under each policy along with loss reserves under each policy.	<p>03/05/2018</p> <p>Further details on each of the policies can be found in Annex 3 of the procurement documentation.</p>
5	17/05/2018 11:33	17/05/2018 14:27	Declaration on honour Form	What is required to be filled where there is " Official legal form"?	<p>17/05/2018</p> <p>As indicated in the footnote 1 of the Declaration on honour "Legal Status" refers to the legal status of the entity that submits the tender (i.e. Public body, Private company, International Organisation, Non-profit making organisation) and the "Official Legal Form" refers to the form that the entity is set up as (i.e. Private limited company, Public limited company, Partnership, Limited Partnership, Foundation).</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
6	18/05/2018 13:44	18/05/2018 15:52	Annex3 current insurance policies	The ceilings include the cost of the insurance policies themselves. What if the costs of the insurance policies exceed the ceilings as a result of a premium increase?	18/05/2018 The budget ceiling has a contingency to allow for possible premium increases.
7	18/05/2018 13:45	18/05/2018 15:54	Annex3 current insurance policies	The Agencies reserve the right to request additional short or long-term policies not mentioned in Annex 3. In our opinion several policies are missing for organizations like Eurojust and EMA. Do the Agencies compensate the Contractor for the additional policies?	18/05/2018 In the Financial tender form tenderers are required to fill in the annual fee per additional policy that may be required and currently not foreseen in the Annex 3.
8	18/05/2018 13:45	18/05/2018 15:56	Annex3 current insurance policies	EMA has a contract for the provision of insurance brokerage services for their London premises until 4th April 2020. - Is it correct that this contractor will continue to handle insurance policies specifically related to the London premises? - Who is going to handle the insurance policies after 4th April 2020?	18/05/2018 It is expected that after 4th April 2020, EMA's relocation to The Netherlands will be finalised and broker services for insurances related to their London premises will no longer be required. The new contractor is expected to ensure insurance policies are in place related to EMA's temporary and permanent premises in Amsterdam.
9	18/05/2018 13:46	18/05/2018 15:59	Annex3 current insurance policies	We kindly ask you to forward the current insurance policies of all the lines. The information in annex 3 is inadequate to make a good estimate of the coverage and premiums in the NL.	18/05/2018 At this stage of the procedure the tenderer is not required to estimate the cost of the various premiums or elaborate a detailed coverage.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
10	18/05/2018 13:46	18/05/2018 16:00	Eurojust and EMA	What is the link between Eurojust and EMA?	18/05/2018 There is no direct link. Both are EU agencies, collaborating for efficiency purposes.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
11	18/05/2018 13:46	18/05/2018 16:02	Framework Service Contract (FWC)	In connection with audits, we ask you to add the following to this article: “Notwithstanding the above, the contracting authority agrees on limited access to its offices and work locations under the following conditions: (i) contracting authority can inspect contractor’s Information Security Practices and Procedure at its own expenses and as far as relevant to the services provided to contracting authority; (ii) contractor is entitled to limit the scope of the security reviews/ inspections due to the confidential character of contractor’s services and the protection of integrity of contractor’s and its clients’ data; (iii) contractor is entitled to set the parameters of the inspection (access to buildings, offices); (iv) an inspection requires (1) a prior written notice to contractor after which both parties agree on a start date of the inspection; (2) is limited to inspection of those systems used for provision of services to contracting authority; (3) is executed only after signing of statements that protect confidentiality and non-disclosure; and (4) cannot interfere with contractor’s day-to-day business.”	18/05/2018 Agencies cannot modify this article of the model contract. The article as included in the model contract will apply to the successful tenderer. Agencies reserve the right to decline without further comment any proposal that does not accept the model contract.

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
12	18/05/2018 13:47	18/05/2018 16:06	Framework Service Contract (FWC)	We ask you to delete this article, since in our opinion it can never be clearly measured when the service is sub-standard. Do you agree?	18/05/2018 Question11 18/05/2018 Please refer to the answer to #34122 18/05/2018 Please refer to the answer to Question11
13	18/05/2018 13:47	18/05/2018 16:14	Framework Service Contract (FWC)	Company rules does not allow to accept penalty clauses. Are you prepared to put this article out of operation?	18/05/2018 Please refer to the answer to Question11
14	18/05/2018 13:47	18/05/2018 16:15	Framework Service Contract (FWC)	Article II.13.3. parts (c), (d), (g), (h), (i) and (j) go too far beyond our policy of sharing information. We request you to expand / delete these articles.	18/05/2018 Please refer to the answer to Question11

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
15	18/05/2018 13:48	18/05/2018 16:16	Framework Service Contract (FWC)	<p>Company rules does not allow to transfer intellectual property. Therefore, we propose to replace the text of this article with:</p> <p>“The contracting authority undertakes that contractor reserves all copyright and other intellectual property rights towards methodologies, ways of analyzing, ideas, concepts, drafts, know-how, models, tools, techniques, knowledge and experience (including opinions about and ratings on financial instruments), as well as every graphic or digital recording hereof, that is already owned by contractor before the effective date of the contract or is acquired by contractor during or after the provision of the services of the contract. Contractor undertakes that the contracting authority has full ownership of the final and approved deliverable under the contract (and the information included in it), that is exclusively provided for the contracting authority by contractor under the contract.”.</p> <p>Do you agree?</p>	<p>18/05/2018</p> <p>Please refer to the answer to Question11</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
16	18/05/2018 13:48	18/05/2018 16:18	Framework Service Contract (FWC)	What are the "Eurojust Data Protection Rules"? We adhere to the AVG (GDPR) and not to a regulation that goes beyond the AVG. Do you agree?	18/05/2018 Please find Eurojust Data Protection Rules on our website here: http://www.eurojust.europa.eu/doclibrary/Eurojust-framework/data-protection/Pages/dpo.aspx
17	18/05/2018 13:48	18/05/2018 16:19	Framework Service Contract (FWC)	Please remove / delete this article. Contractor as processor is not responsible for this. It is the processing manager (Eurojust) who has to arrange this.	18/05/2018 Please refer to answer to Question11
18	18/05/2018 13:49	18/05/2018 16:24	Framework Service Contract (FWC) Page 22 / Art. II.9.4.	The allegation does not apply to us. Please remove / delete this article.	18/05/2018 Please refer to the answer to Question11
19	18/05/2018 13:50	18/05/2018 16:27	Framework Service Contract (FWC) Page 9 / Art. I.10.1. (a)	Please add the following to this article: 'During the term of the agreement, the contracting authority is not allowed to share the results with competitors of the contractor.'.	18/05/2018 Please refer to the answer to Question11
20	18/05/2018 13:50	18/05/2018 16:33	Framework Service Contract (FWC) Page 10 / Art. I.10.1 (b)	Please delete this article, for the reason that the results of our services are not made available to competitors.	18/05/2018 Please refer to the answer to Question11

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
21	18/05/2018 14:26	18/05/2018 16:34	Annex3 current insurance policies - Claims	<p>What is the paid comensation? Claims Eurojust:</p> <ul style="list-style-type: none"> - November 2016 Computer insurance Theft Compensation paid - May 2017 Car insurance Damage to car window Compensation paid - June 2017 Business Travel insurance Cancellation Compensation paid <p>Claim EMA:</p> <ul style="list-style-type: none"> - 2016 Computers Theft Compensation paid 	<p>18/05/2018</p> <p>We are not in a position to provide this information.</p>
22	18/05/2018 14:18	18/05/2018 16:35	Framework Service Contract (FWC) Page 21-24 / Art. I 9.	<p>What are the "Eurojust Data Protection Rules"?</p> <p>We adhere to the AVG (GDPR) and not to a regulation that goes beyond the AVG. Do you agree?</p>	<p>18/05/2018</p> <p>Question16</p>

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
23	18/05/2018 13:51	18/05/2018 16:38	Framework Service Contract (FWC) Page 9 / Art. I.10.1	The Contractor has a policy where no transfer of intellectual property rights is permitted. IE is part of the core activities of the Contractor. In order to reach a mutually operating arrangement for this, we propose the art. I.10.1 to I.10.3 to replace the provision: "The Client acknowledges that the Contractor has all copyright and other intellectual property rights concerning the methods, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience (including opinions on and ratings of investment instruments), as well as any graphic or digital representation thereof, which is already owned by the Contractor prior to the start of the Agreement, or has been acquired by the Contractor during or after the execution of the Agreement. owns the final and final performance under this Agreement (and information contained herein), which have been delivered exclusively to the Client by the Contractor under this Agreement. " Do you agree?	18/05/2018 Please refer to the answer to Question11
24	18/05/2018 14:17	18/05/2018 16:51	Framework Service Contract (FWC) Page 29-30 / Art. II.15	Company rules does not allow to accept penalty clauses. Are you prepared to put this article out of operation?	18/05/2018 Please refer to the answer to Question 11

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
25	18/05/2018 14:17	18/05/2018 16:54	Framework Service Contract (FWC) Page 25 / Art. II.13.1.	Company rules does not allow to transfer intellectual property. Therefore, we propose to replace the text of this article with: "The contracting authority undertakes that contractor reserves all copyright and other intellectual property rights towards methodologies, ways of analyzing, ideas, concepts, drafts, know-how, models, tools, techniques, knowledge and experience (including opinions about and ratings on financial instruments), as well as every graphic or digital recording hereof, that is already owned by contractor before the effective date of the contract or is acquired by contractor during or after the provision of the services of the contract. Contractor undertakes that the contracting authority has full ownership of the final and approved deliverable under the contract (and the information included in it), that is exclusively provided for the contracting authority by contractor under the contract." Do you agree?	18/05/2018 Please refer to the answer to Question11
26	18/05/2018 14:17	18/05/2018 16:55	Framework Service Contract (FWC) Page 25-26 / Art. II.3.3.	Article II.13.3. parts (c), (d), (g), (h), (i) and (j) go too far beyond our policy of sharing information. We request you to expand / delete these articles.	18/05/2018 Please refer to the answer to Question11

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
27	18/05/2018 14:18	18/05/2018 16:57	Framework Service Contract (FWC) Page 22 / Art. II.9.5.	Please remove / delete this article. Contractor as processor is not responsible for this. It is the processing manager (Eurojust) who has to arrange this.	18/05/2018 Please refer to the answer to Question11

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
28	18/05/2018 14:16	18/05/2018 16:59	Framework Service Contract (FWC) Page 41-42 / Art. II.24	In connection with audits, we ask you to add the following to this article: “Notwithstanding the above, the contracting authority agrees on limited access to its offices and work locations under the following conditions: (i) contracting authority can inspect contractor’s Information Security Practices and Procedure at its own expenses and as far as relevant to the services provided to contracting authority; (ii) contractor is entitled to limit the scope of the security reviews/ inspections due to the confidential character of contractor’s services and the protection of integrity of contractor’s and its clients’ data; (iii) contractor is entitled to set the parameters of the inspection (access to buildings, offices); (iv) an inspection requires (1) a prior written notice to contractor after which both parties agree on a start date of the inspection; (2) is limited to inspection of those systems used for provision of services to contracting authority; (3) is executed only after signing of statements that protect confidentiality and non-disclosure; and (4) cannot interfere with contractor’s day-to-day business.”	18/05/2018 Please refer to the answer to Question11

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
29	18/05/2018 14:16	18/05/2018 17:00	Framework Service Contract (FWC) Page 30-31 / Art. II.16.	We ask you to delete this article, since in our opinion it can never be clearly measured when the service is sub-standard. Do you agree?	18/05/2018 Please refer to the answer to Question11

Call for tenders questions summary

#	Submission date	Publication date	Question subject	Question	Answer
30	18/05/2018 13:49	22/05/2018 15:34	Framework Service Contract (FWC) Page 19 / Art. II.6	<p>Company rules doesn't allow to accept unlimited liability. Can you agree to an extension of this article with article II.6.7. with the following text:</p> <p>"Contractor's aggregate liability for damage suffered by the contracting authority due to the fact that contractor, or a person for whom it is liable pursuant to the law, attributable fails in the performance of the agreement or on any other basis whatsoever, expressly including any shortcoming in the performance of a warranty obligation agreed on with the contracting authority, shall be limited to direct damage and, furthermore, to the amount of the fee agreed for the relevant assignment, unless in the event of intent or gross negligence on the part of contractor. Contractor shall have no liability to the contracting authority for: (i) any indirect or consequential loss or damage of any kind whatsoever, whether in contract, tort or otherwise that arise under, or in connection with, this Agreement; or (ii) any loss of profits, anticipated savings, business opportunity or goodwill, whether suffered directly or indirectly or are immediate or consequential."</p>	<p>22/05/2018 Please refer to the answer to Question11</p>

Call for tenders questions summary

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