



Procurement procedure EASO/2017/590

Tender Specifications

Provision of Insurance Brokerage services for EASO

Open procurement procedure to conclude a framework contract

Contents

1.	TECHNICAL SPECIFICATIONS	3
1.1.	BACKGROUND	3
1.2.	DESCRIPTION OF SUBJECT OF THE CONTRACT	3
1.3.	ADDITIONAL INFORMATION.....	4
1.4.	CLAIMS HISTORY	5
2.	THE CONTRACT	5
2.1	THE NATURE OF THE CONTRACT	5
2.2	STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS	6
2.3	ESTIMATE OF THE MAXIMUM BUDGET	6
2.4	PLACE OF PERFORMANCE	6
2.5	TERMS OF PAYMENT	6
2.6	GUARANTEES	7
2.7	LIABILITY.....	7
2.8	DATA PROTECTION	8
2.9	IMPLEMENTATION OF THE CONTRACT	8
3.	THE TENDER	9
3.1	PREPARATION AND SUBMISSION OF THE TENDER	9
3.2	OPENING OF THE TENDERS.....	9
3.3	CONTACT BETWEEN THE TENDERER AND EASO.....	10
3.4	PREPARATION OF THE TENDER	10
3.4.1.	ELIGIBILITY DOCUMENTATION	11
3.4.2.	EXCLUSION CRITERIA DOCUMENTATION	12
3.4.3.	SELECTION CRITERIA DOCUMENTATION	13
3.4.4.	TECHNICAL CONFORMITY DOCUMENTATION AND QUALITATIVE AWARD CRITERIA.....	15
3.4.5.	FINANCIAL CONFORMITY DOCUMENTATION	16
4.	THE ASSESSMENT PROCEDURE	18
4.1	EVALUATION STEPS	18
4.2	AWARD OF CONTRACT.....	19
	Information to tenderers	19
	Standstill period	19
	No obligation to award the contract.....	19
	Evidence by contractor.....	20

1. TECHNICAL SPECIFICATIONS

1.1. BACKGROUND

The European Asylum Support Office (EASO) is an operational regulatory Agency set up by Regulation No 439/2010. EASO's headquarters are in Grand Harbour Valletta, Malta. The mandate of EASO is to strengthen Member States' practical cooperation on asylum, to support Member States whose asylum systems are under particular pressure and to enhance the implementation of the Common European Asylum System (CEAS). The migration and asylum processes are dynamic, multifaceted and constantly evolving and EASO's actions and its coordinating role in exchanging information, best practices and methodologies reflect this.

EASO considers that it may require the provision of independent professional insurance broking services. As a requirement of the procurement procedures the Agency is undertaking an open tender process for the award of a contract for a professional insurance broker to advise on and arrange placement of a range of general insurances from their renewal or new ones. The Agency will appoint the selected professional insurance brokerage for a period of four years, following the conclusion of this tender.

The objective of the contract is to acquire professional brokerage services. These services are needed to ensure that EASO gets the best insurance coverage to minimise its risk exposure.

1.2. DESCRIPTION OF SUBJECT OF THE CONTRACT

The successful insurance brokerage will be expected to deliver the following services:

1. Independent professional assistance with:
 - Identifying EASO's insurable risks.
 - Insurance coverage to meet the demands and needs of EASO.
 - The current status of the insurance market and how the EASO's insurance requirements can most effectively be presented to insurers.
 - The suitability and status of the proposed insurance providers.
2. Marketing of EASO's insurance coverage requirements in line with the strategy agreed prior to each renewal with EASO.
3. Placement and renewal of EASO's insurances with suitable insurance providers, at all times ensuring such placements are contract certain.
4. On-going management and administration of the EASO's insurance coverage.
5. Claims handling and management services. It is expected that any insurance claim of EASO is professionally and quickly dealt with. In the case of excess payments, the broker is expected to pay the relevant excess (if not covered by an excess insurance policy) and bill the correspondent amount to EASO, together with the relevant documents. If a contra-expertise is required, then the broker will advise and employ independent contra-expertise. The cost for the contra-expertise is to be charged to EASO by the broker, upon completion and submission of relevant documents. The broker can add an administrative mark-up for this service on top of the expertise company fee, but should not be more than 10% of the total amount.

6. As may be required from time to time, liaising and or meeting with the Agency and the Agency's appointed insurance advisor to ensure the EASO's interests are adequately protected.

The above services are to apply to all classes of general insurance, regardless of these being currently insured or not. The Agency will decide in conjunction with the insurance broker on the classes of insurance to advise on and place. At the present time the classes for which the Agency purchases insurance are set out under paragraph 1.3. The broker may be required to obtain quotations and or place additional insurance covers either in the first or subsequent years of appointment, depending on when the current insurance covers expire or new needs arise.

In conjunction with the broker's insurance advisor, the Agency will compile and provide the broker with a specification of the insurance covers required and underwriting information that would normally be expected by an insurer. It remains the broker's responsibility under this contract to make sufficient enquiry so as to ensure that the placed insurances will meet EASO's demands and needs and that all material information has been requested and provided to insurers.

It is important to EASO that the Tenderer's nominated service team comprises of staff that have the skills, experience, knowledge and capacity to respond effectively and in a timely manner to EASO queries and request related to the subject of the tender.

It is recognised that the service team may comprise of a range of personnel from different areas within the Tenderer's organisation.

This tender is not divided into lots. The tenderer must be in a position to be able to provide all services requested.

It is expected that professional advice is given as to how to reduce EASO's risk exposure beyond the contracted insurance coverage, e.g. information about useful insurance services not yet contracted or advice on process or building improvements to lower EASO's risk exposure.

The successful tender must be able to provide the above-mentioned management and administrative services for the current insurance policies EASO has in place. A list of these can be found under point 1.3. EASO will provide to the successful contractor all the relevant information related to ongoing insurance policies.

Upon contract termination the contractor must hand over to EASO the history and all administrative information regarding the insurance policies and premiums it has handled during the contract.

1.3. ADDITIONAL INFORMATION

The Agency has the following current insurance policies in place:

Type of Cover	Insurer	Sums insured	Renewal Date
Industrial all risks property damage (Malta)	Gasanmamo	€ 5,112,985	October 2018
Public Liability	Gasanmamo	€ 2,500,000	October 2018
Assets insurance (incl. building &	Gasanmamo	€ 3,380,000	February

ICT assets, loss of data and business interruption)			2018
Vehicle comprehensive insurance (3 corporate vehicles) (Malta)	Gasamamo/Various	€ 100,000	May 2018
Industrial all risks (incl. assets) for Italy Office	Groupama	€ 200,000 (property) € 70,000 (assets) € 500,000 (injury)	August 2018

Full applicable terrorism cover is required for all policies.

The tenderers must expect an increase in the type of covers and sums insured due to the EASO's expected growth in the next years, for example¹:

- from 175 staff in 2016 to 390 staff in 2019;
- from 8,000 m2 gross rented space in 2017 to 15,000 m2 in 2018;
- from € 86 million budget in 2016 to € 114 million in 2020;

In addition, EASO has operations in various European countries (mainly Italy and Greece currently) and in the future it might extend its operations outside Europe. The successful tenderer must be able to provide the services described under point 1.2 for worldwide locations (mainly Europe and neighbouring countries).

1.4. CLAIMS HISTORY

EASO did not make any claims during the duration of the existing covers by the time this tender was officially published.

2. THE CONTRACT

2.1 THE NATURE OF THE CONTRACT

EASO, the Contracting Authority, intends to award single framework service contract for the provision of independent professional insurance broking services.

The Framework Contract involves no direct commitment and, in particular, does not constitute orders per se. Instead, it lays down the legal, financial, technical and administrative provisions governing the relationship between EASO and the Contractor during their period of validity. Actual orders will be placed after the Framework Contract is signed and in force, through "Order Forms" concluded in performance of the Framework Contract. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place EASO under any obligation to place an assignment. The Framework Contract does not preclude EASO from assigning tasks in the areas set out above to other Contractors or from having these tasks carried out by EASO staff.

¹ EASO single Programming Document 2017-2019 am.2 (September 2017) <https://www.easo.europa.eu/about-us/governance-documents>

2.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The FWCs shall enter into force on the date on which it is signed by the last contracting party.

The contract is expected to be signed in March 2018. The FWC is to be implemented by concluding specific Order Forms, with reference to the relevant broker fees and premiums.

The overall maximum duration of the FWC is 48 months. The initial duration is 12 months, and the contract may be renewed automatically three times for 12 months per renewal.

2.3 ESTIMATE OF THE MAXIMUM BUDGET

The estimated total maximum threshold of the framework contract is EUR 500,000 (five hundred thousand euros) for a maximum period of 4 (four) years, which includes brokerage fees, premiums and any other related fees (e.g. excess charges).

These figures are indicative and represent the maximum possible expenditure. EASO reserves the right to increase the value of the framework contract by 50 % within three years of the contract, in accordance with Article 85 of the EASO Financial Regulation and Article 134(1)(e) of the RAP , by using a negotiated procedure without prior publication of a contract notice with the successful tenderer for new services or works consisting in the repetition of similar services or works entrusted to the economic operator awarded the original contract by EASO).

2.4 PLACE OF PERFORMANCE

The place of performance of the tasks shall be mainly EASO' Premises or any other place indicated by EASO, unless agreed otherwise in writing by the parties.

2.5 TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.6 & II.19, II.21 of the draft framework service contract and in the Order Form referred to above.

Payment will be done within 30 days from submission of invoices. Payments shall be made within 30 days of receipt of the request for payment and required supporting documentation and shall be deemed to have been made on the date on which they are debited to the EASO's account. The broker may submit its invoice for broking services at the same time as the premium invoices for the placed insurances. EASO may, however, after giving notice to the broker, defer payment if the services covered by the request for payment are contested by EASO. All invoices shall be sent in PDF format to the following e-mail address: Invoices@easo.europa.eu

The Agency shall be bound to comply with payment periods only if requests for payment are properly presented at the above address.

The broker is required to give the following information on all invoices:

- The breakdown of fees for services, the contract price and the amount of VAT applied, if any, or, whenever appropriate, a note that the services rendered under the contract are exempted from VAT in accordance with the national tax law by which the broker is governed.
- A reference to the contract number.
- A reference to the EASO's order form.

Tenderers are also required to provide a confirmation that they will place all premiums and invoice them to the Agency net of any brokerage, commissions, work transfer payments and that

tenderer will provide to EASO full commission disclosure before each policy is placed or renewed. If the tenderer cannot avoid receipt of commissions from an insurer then these will be declared to the EASO and deducted from the broker fee.

According to VALUE ADDED TAX ACT CAP.406 , Thirteen schedule, Article 51, article 2 (obligation to issue receipt) “every person who makes a supply, other than an exempt without credit supply shall, except where he is required to issue a tax invoice in respect of that supply, issue a fiscal receipt in accordance with this Schedule for the consideration paid to him for that supply and such fiscal receipt shall, unless issued before the payment is made, be issued and delivered to the person who effects the payment or to the person to whom the supply is made immediately after payment has been effected, to the extent covered by that payment.

Immediately after the payment, Maltese Companies are obliged to send the Fiscal receipt (except the companies exempted) according to VALUE ADDED TAX ACT CAP.406 , Thirteen schedule, Article 51, article 2 (obligation to issue receipt). Failure to do so, and loss of the refund (or part of it) should constitute a liability of the company to compensate EASO with the VAT amount lost.

2.6 GUARANTEES

Not applicable.

2.7 LIABILITY

Joint Offers

Partners in a joint offer assume joint and several liabilities towards EASO for the performance of the contract as a whole.

Statements saying, for instance:

- that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest, or
- that more than one contract should be signed if the joint offer is successful

are thus incompatible with the principle of joint and several liability. EASO will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tendering specifications.

Subcontracting

Certain tasks provided for in the contract may be entrusted to subcontractors, but the main contractor retains full liability towards EASO for performance of the contract as a whole.

Accordingly:

- EASO will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main contractor avoid liability towards EASO on the grounds that the subcontractor is at fault.

During execution of the contract, the contractor will need EASO’s express authorization to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer.

Tenderers must inform the subcontractor(s) names and include in their tender sub-contracting documents (SSF 2-5).

Once the contract has been signed, Article II.10 of the above-mentioned contract shall govern the subcontracting.

2.8 DATA PROTECTION

Any response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (EC) 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. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing a tender according to the specifications of the invitation to tender and will only be processed by EASO's Data Controller for this purpose. A tenderer may, upon request, obtain the communication of personal data and rectify any inaccurate or incomplete personal data. Any queries concerning the processing of personal data should be addressed to EASO's Data Controller. As regards to the processing of personal data, a tenderer has the right to recourse at any time to the European Data Protection Supervisor.

2.9 IMPLEMENTATION OF THE CONTRACT

Annually, EASO will raise an order form to cover for the annual brokerage services.

For any additional service or placement of premiums, EASO will have preliminary meetings with the contractor in order to agree upon the respective services and premiums. Once an agreement is reached, EASO will formalise it by raising an order form accordingly and send it to the contractor for approval.

Within 2 working days of an order form being sent by the contracting authority to the contractor, the contracting authority shall receive it back, duly signed and dated.

The period allowed for the provision of the services shall start to run on the date the contractor signs the order form, unless a different date is indicated on the form.

Under no circumstance the contractor will issue invoices and/or place premiums/services on behalf of EASO until an order form was signed by both parties.

Order Form (see attached to draft Framework contract)

Once the Order Form is signed by both parties the execution of the services can start.

3. THE TENDER

3.1 PREPARATION AND SUBMISSION OF THE TENDER²

Participation in Tendering procedures is open on equal terms to all natural and legal persons from any one of the EU Member States. Being launched by an EU Agency, this procurement procedure is not opened to the countries parties to the agreement on government procurement - GPA.

Tenders must be submitted in accordance with the specific requirements of the Invitation to Tender and, without fail, within the deadlines laid down therein.

Late submission will lead to the exclusion of the tender from the procedure. Offers sent by e-mail or by fax will also be non-admissible. Tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during mailing.

The tender must remain valid for a period of **9 months** following the closing date for submission of the tenders. The offer will remain valid for all renewals. Upon renewals of contracts, EASO reserves the right to request updated forms for exclusion and selection criteria. If the situation concerning these requirements has altered, any changes must be immediately reported to EASO.

This invitation to tender is intended to be competitive. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements, collude or make arrangements with competitors, canvass or solicit EASO staff or influence the evaluation committee or its individual members in any way during the tendering process will render his/her tender invalid.

Submission of a tender implies acceptance of all the terms and conditions set out in this tender specifications, including annexes, and waives all other terms of business.

Submission of a tender binds the contractor to whom the contract is awarded during the performance of the contract. Once EASO has accepted the tender, it shall become the property of EASO and shall be treated confidentially.

EASO shall not reimburse expenses incurred in preparing and submitting tenders. No compensation may be claimed by tenderers whose tender has not been accepted, including when EASO decides not to award the contract.

The Protocol on the Privileges and Immunities of the European Union shall apply to this invitation to tender.

3.2 OPENING OF THE TENDERS

Tenders are opened by a committee appointed by EASO Authorizing Officer under guarantee of impartiality and confidentiality.

The main aim of the opening session is to check whether received offers are compliant with the following formal requirements:

² "Since the United Kingdom notified on 29 March 2017 its intention to leave the Union, pursuant to Article 50 of the Treaty on European Union, the Treaties will cease to apply to the United Kingdom from the date of entry into force of the withdrawal agreement or, failing that, two years after the notification, unless the European Council, in agreement with the United Kingdom, decides to extend that period. As a consequence, and without prejudice to any provisions of the withdrawal agreement, this (description of the act) only applies until the United Kingdom ceases to be a Member State".

- not submitted later than the submission deadline;
- the envelope containing the offer is sealed;
- the offer is signed;
- the offer contains technical and financial proposal;
- the offer is submitted in number of copies required

Tenders will be opened at **10:00 on 17/01/2018** at the following location:

<p><i>European Asylum Support Office (EASO)</i> <i>MTC Block A, Winemakers Wharf,</i> <i>Grand Harbour Valletta, MRS 1917, Malta</i></p>
--

One authorised representative of each tenderer may attend the opening of the bids as observer. Companies wishing to attend are requested to notify their intention at least 2 working days in advance by a letter of notification to the following e-mail address: contracts@easo.europa.eu.

3.3 CONTACT BETWEEN THE TENDERER AND EASO

In principle, no contact is permitted between EASO and the tenderers during the contract award procedure. However, contacts may exceptionally be permitted – these cases are specified in the Invitation to tender.

Such requests for further information may be made only in writing with the subject indication, «EASO/2017/590» to the following e-mail address: contracts@easo.europa.eu

Provided it has been requested in good time, such additional information will be made accessible simultaneously to all economic operators on the website <http://easo.europa.eu>.

EASO is not bound to reply to requests for additional information made less than five working days before the deadline for receipt of tenders

EASO will inform interested parties of the existence of an error, a lack of precision, an omission or any other type of defect in the documents relating to the invitation to tender by supplying information on the website.

During assessment procedure, EASO may require clarification in connection with a tender, or if obvious clerical errors in the tender must be corrected. In any event, such contact must not lead to any amendment of the terms of the tender

All tenderers are kindly requested to visit the above-mentioned website frequently prior to submitting bids.

3.4 PREPARATION OF THE TENDER

General (see also Invitation to tender)

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.); written in one of the official languages of the European Union (however, please note that procurement documents are in English and the contract implementation will be done in English). Tenders shall include all the information and

documents requested by EASO in order to assess the tender; signed by an authorised agent (preferably in blue ink) etc.

Since tenders will be judged on the content of their written bids, these must make it clear that they are able to meet the requirements, set out in this technical specifications (to be filled in Annex I).

Content of the tender

Section One: Administrative proposal

3.4.1. ELIGIBILITY DOCUMENTATION

Any tenderer is asked to prove that he is authorised to perform the contract under the 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 identify himself the tenderer must fill in the following documents in Standard Submission Forms (SSF):

- **Identification Form (SSF 1);**
- **Legal Entity Form³ (SSF 6)** is to be signed by a representative of the tenderer authorised to sign contracts with third parties.
- **Financial identification⁴ (SSF 7)** form shall be duly filled in and signed by an authorised representative of the tenderer and his/her banker.

The above forms must be accompanied by the evidence as indicated at the bottom of each form (for private entities: proof of registration, VAT registration, etc.; for individuals: copy of passport, proof of registration/VAT if applicable; for public entities: official document on establishment, etc.).

If the tenderer is not required or permitted to enroll in such a register for reasons of his statute or legal status, an explanation should be provided. Any change in the status, for example its acquisition by or merger with another company must be immediately notified to EASO in writing. If the conditions for performance of the contract are no longer guaranteed as a result of these changes, EASO reserves the right to terminate the contract.

Both joint offers and subcontracting are allowed in response to this call for tenders. Offers may even combine both approaches. In any case, the tender documents must specify very clearly by means of the appropriate forms, detailed in SFF 2-5, whether each company involved in the tender is acting as a partner in a joint offer or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the others).

Joint Offers

In case of a *joint offer*, only the co-ordinator must return the financial identification form.

³ This form is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

⁴ The form is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm.

In case of a tenderer submitting a joint offer who has already set up a consortium or similar entity for conducting the project in case a contract will be awarded, the tenderer should mention this fact in the tender, together with any other relevant information in this connection.

In case of tenderers submitting a joint offer who have not yet set up a consortium or similar entity, the tenderers should be aware that, in case the tenderers are awarded the contract, EASO may require the tenderer to give a formal status to this collaboration before the contract is signed. This can take the form of:

- an entity with legal personality recognized by a Member State; or
- an entity without legal personality but offering sufficient protection of EASO's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

In case of tenderers submitting a joint offer, the tenderers are asked to fill in and duly sign one of the attached **Powers of Attorney (SSF 2, 3)**, depending on the set up that has been chosen by the tenderers.

Subcontracting

If the tenderer envisages subcontracting, the tender must include:

- a **document (SSF 4)** clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent (SSF 5)** by each proposed subcontractor stating its intention to collaborate with the tender if the tenderer wins the contract and their willingness to accept the tasks and the terms and conditions set out above, in particular article II.24 of the draft service contract.

Subcontractors are only obliged to provide the legal entity form without the evidence, and are not required to present the financial identification form.

3.4.2. EXCLUSION CRITERIA DOCUMENTATION

Tenderers or their representatives shall provide a **Declaration on their honour (SSF 8)**, duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;

Where the bid constitutes a joint offer, each entity must provide the form. Where the total amount envisaged for subcontracting is above 50% of the total contract value, the potential subcontractor(s) must also provide the form (as required from the potential contractor). The same applies regarding the requirement to present evidence of compliance with the exclusion criteria.

By returning the above-mentioned form, duly signed, tenderers confirm their awareness of all requirements of the **Declaration on their honour (SSF 8)**.

3.4.3. SELECTION CRITERIA DOCUMENTATION

General

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

In case of joint offer or sub-contracting, the tenderer(s) must stipulate the role, qualifications and experience of each service provider and, where relevant, the monitoring arrangements that exist between them.

In case of joint offer, or sub-contracting for which the total amount envisaged is above 30% of the total contract value, evidence of the ability of the entity involved in the joint offer or the potential subcontractor(s) to perform the tasks entrusted to him/them shall be included in the offer. Such evidence is the same as that also required from the tenderer, as described and identified above.

Economic and financial capacity of the tenderer(s)

- **Criteria:**

- a. Annual turnover exceeding EUR 50,000 for each of the past three years (2014, 2015 and 2016).
- b. Relevant professional risk indemnity insurance.

- **Evidence:**

This proof is to be provided by submitting the completed **Declaration on their honour (SSF 8)**. The successful tenderer will be asked to provide evidences confirming the declaration on the following information:

- **Evidence in case of award**

a. Upon request all tenderers must provide proof of their economic and financial capacity: a copy of the tenderer's annual accounts (balance sheet, profit and loss account, turnover overview) of the last three years, signed by the accountants. If several service providers are involved in the bid, each of them must have and show that they have the necessary economic and financial capacity to perform the tasks assigned to them in the tender. The same applies to subcontractors whose tasks are equal to or exceed 30% of the contract.

b. Evidence of relevant professional risk indemnity insurance;

Technical and professional capacity of the tenderer(s)

Tenderers are required to prove that they have sufficient technical and professional capacity to perform contract.

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by EASO on its technical capacities.

Tenders 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 services providers or sub-contractors 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 sub-contractors, as a whole, to the extent that service providers or sub-contractors put their resources at the disposal of the tenderer for the performance of the contract.

The criteria and respective evidence, which the tenderer must provide together with the tender, are:

- **Selection criteria n.1**

Authorisation of the tenderer to perform the contract under national law

- **Evidence for selection criterion n.1**

The tenderer must provide evidence that it is currently authorised by the Malta Financial Services Authority (MFSA) to carry out insurance intermediation activity within Malta or equivalent body in their Member State.

- **Selection criteria n.2**

Relevant professional qualifications and relevant experience of the tenderer's staff members who will be proposed to provide the insurance broking and account management services for the Agency. The tenderers must demonstrate that they have **at least two staff members** who will be proposed to our account who meet the minimum requirements. The minimum relevant requirements of the profile of staff members proposed for the Agency (below which tenderers may not be selected) are:

- Advanced Diploma of the CII (Chartered Insurance Institute) or equivalent qualification in the Member State of the tenderer;
- at least 3 years' experience of working as an insurance broker or client account manager / executive providing insurance advice to large organisations.

The above minimum requirements for the profile of the staff shall be maintained during the whole duration of the contract, i.e. any replaced staff must have equivalent qualification and experience.

- **Evidence for selection criterion n.2**

The CVs of staff members proposed for the Agency. The CVs should clearly indicate proposed staff's professional qualifications, including duration of their individual experience of working as an insurance broker or client account manager / executive providing insurance advice to large organisations. A separate list should be included showing the association between these numbers and actual names.

- **Selection criteria n.3**

Relevant experience of the tenderer in provision of insurance broking services to at least three organisations, with a minimum of 300 staff, over the past three years where the total combined value of insurance premiums per client was at least EUR 200,000.

- **Evidence for selection criterion n.3**

A list of 3 principal services provided in the past three years, with the contract values, dates and recipients, public or private and the combined annual value of the insurance premiums per client. If the identity of the recipients is confidential, the tenderer should explain, without disclosing the

identity of their clients, how their past contracts will be directly relevant to the EASO with particular emphasis on professional risks class of insurance.

The Agency reserves the right to request at a later stage that the tenderer provide the documentation in relation to the selection criteria (technical and professional capacity) from any subcontractors.

Section Two: Technical proposal

3.4.4. TECHNICAL CONFORMITY DOCUMENTATION AND QUALITATIVE AWARD CRITERIA

Please note that, to grant equal treatment of all tenders, it is not possible to modify offers after their submission in relation to the technical and financial proposals. As a consequence, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

The technical specifications and the tender of the successful tenderer shall become integral parts of the contract and will constitute annexes to the contract.

Tenderers should elaborate on all points addressed by these specifications in order to prove the technical compliance of their offer to the tender specifications, filling in **SSF 10 – Technical Proposal Form**. **The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressly covered by the tender, EASO may decide to give a zero mark for the relevant qualitative award criteria.**

Tenderers are advised that for the purpose of evaluation of Quality award criteria a mark from 0 to 10 (10 being the best mark) will be given for each individual response. The marks will be subsequently converted on a pro rata basis into points taking into consideration maximum number of points allocated per each question.

The following qualitative award criteria will be applied:

No	Qualitative award criterion	Maximum points available
1.	<p>If you were awarded the contract explain the service team including supporting staff and specialists that would be allocated to the EASO's account.</p> <p>Please detail the structure of the team, responsibilities and roles of team members and how would you ensure the delivery of the high quality standard of service required by the Agency.</p>	14
2.	<p>Detail and explain how you would use your broking and technical resources available in order to advise on and place specialist classes such as professional risks, excess and cyber liability policies and any other areas that the tenderer considers may be relevant to EASO. Explain any technical and risk management related information resources that will be made available to EASO.</p>	8

No	Qualitative award criterion	Maximum points available
3.	Explain how you would implement the service provision of the contract. Describe the steps involved in setting up the account for EASO, how the service team will be managed, communicate and interact with EASO as well the annual renewal process.	12
4.	Explain how you will investigate and help EASO understand its risks, both insured and uninsured with particular emphasis on professional indemnity and liability risk exposures.	14
5.	Explain how you will support the Agency present its risks to insurers so as to ensure our risk profile is understood and insurance underwriters can offer competitive terms for our insurances.	12
TOTAL		60

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

Tenders scoring less than 60% in the overall points available for qualitative award criteria (i.e. a minimum of 36 points overall) will be excluded from the rest of the assessment procedure. Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, EASO may decide to give a zero mark for the relevant qualitative award criteria.

Section Three: Financial proposal

3.4.5. FINANCIAL CONFORMITY DOCUMENTATION

The financial proposal attached in SSF 9 to these specifications must be used to submit a tender which must confirm separately the annual fees required for placing the current general and professional indemnity insurance programmes and the further fees that may be required for placing any additional insurance policies that may be required by EASO.

It should be noted that EASO may decide at any time during the four year term of this contract that the general insurances and or the professional indemnity insurances are not required in which case the broker fees set out in SSF 9 will not be due to the broker.

The tenderers attention is drawn to the following points:

- Prices must be expressed in euros;
- Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April

1965 (OJEC L 152 of 13 July 1967). Exemption is granted to EASO by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which EASO is exempt from VAT;

- Prices **shall be all-inclusive** (i.e. including all relevant costs and all expenditure (e.g. information gathering, placement, periodic meetings with EASO, travel, subsistence etc.) **Prices shall not be conditional** and be directly applicable by following the technical specifications;
- The price quoted must be fixed and not subject to revision during the first year of performance of the contract.
- The reference price for the award of the contract shall consist in the price resulting from the scenario in **SSF 9** Financial proposal form.
- For the purpose of the price evaluation only SSF 9 Financial proposal form will be used. The maximum points for the Price criterion are 40: Part 1 – total 30 points for the broker's fees, Part 2 – 10 points for the maximum percentage. Please refer to the point 4.1 of these tender specifications for more details.

The tenderer must confirm that they understand all premiums will be placed and invoiced to EASO net of any brokerage, commissions, Insurance Services Brokerage (ISB), work transfer payments and that EASO will require full commission disclosure after each policy is placed or renewed.

If a tenderer cannot avoid receipt of commissions from an insurer then these must be declared to the EASO and deducted from the broker fee.

Unless specifically indicated otherwise in the tender's financial proposal and tariff list, prices submitted in response to this tender must be inclusive of all costs involved in the performance of the framework contract. No expenses incurred in the performance of the services will be reimbursed separately by EASO.

Tenderer is obliged to ensure that all types of charges which at the time of the tender submission might be reasonably expected during the performance of the framework contract are submitted in the tender response (i.e. financial proposal). Any charges which at the time of tender submission could be reasonably expected to be incurred throughout the duration of the framework contract and which are not stated in the tender response will not be accepted. Subject to the Agency's approval, charges which cannot be foreseen at the time of the tender submission may be charged according to the successful tenderer's future tariff list.

The tender shall contain all the information and all the supporting documents required by these specifications. In the absence of the required information or documents, EASO may disqualify the bid. EASO reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

Bids involving more than one service provider must specify the amounts for each provider.

4. THE ASSESSMENT PROCEDURE

The evaluation procedure is confidential and deliberations are held in closed sessions of the evaluation committee whose conclusions are collective. The members of Evaluation committee are bound to secrecy.

4.1 EVALUATION STEPS

Stage 1 - Application of eligibility and exclusion criteria to tenderer

The aim is to check whether tenderers are eligible to take part in the tendering procedure.

The eligibility of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 3.4.1 and 3.4.2.

If a member of a consortium is subject to exclusion, the rest of the consortium will be excluded. If a subcontractor is subject to exclusion, the tender shall be excluded.

Here to be noted that exclusion criteria from participation and exclusion criteria from award are valid through the whole duration of the award procedure.

Stage 2 - Application of selection criteria to tenderer

The aim is to check the technical and professional capacity and economic and financial capacity of each tenderer, who has passed the exclusion stage, to perform the contract.

The capacity of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 3.4.3 Selection criteria.

Stage 3 – Application of award criteria to tender

Only the tenders of those tenderers, who met the requirement of the eligibility, exclusion and selection criteria, will be further evaluated. The aim is to establish a ranking list in order of merit.

The contract will be awarded to the most cost-effective tender. Criteria to be applied are:

- quality in terms of technical quality of the offer assessed on the basis of the Criteria specified in the point 3.4.4 (60 points)

and

- price (price of the tender measured as a ratio compared to the lowest tender) assessed on the basis of the below Criteria (40 points)

For the purpose of the price evaluation only **SSF 9 Financial proposal form** will be used. The maximum points for the Price criterion are 40: Part 1 – total 30 points for the broker's fees, Part 2 – 10 points for the maximum percentage.

The two parts of the award criterion (Price) shall be evaluated in the following way using the prices tendered in **SSF 9 Financial Proposal Form**:

Part 1 - For the purpose of evaluation broker's fees will be evaluated on the total cost for Part 1 by applying the formula below.

$$\frac{\text{Lowest price} \times \text{weighting for price (30 points)}}{\text{Tenderer's price}}$$

Part 2 – The maximum percentage of premiums to be charged to EASO for additional policies that EASO may request in addition to those listed in Article 1.3 above and in Part 2 of the Financial Proposal Form (SSF 9).

$$\frac{\text{Lowest maximum \% x weighting for percentage (10 points)}}{\text{Tenderer's maximum \%}}$$

The points for the qualitative criteria shall be added to the total points for price and percentage. Following this, the final scores will be established out of 100 points to two decimal places and a ranking of tenderers will be drawn up. The tenderer with the overall highest points will be awarded the contract.

Tenderers are requested to provide the following documentation to enable an assessment of the award criteria:

- Completed SSF 10 – Technical Proposal Form
- Completed SSF 9 – Financial Proposal Form

4.2 AWARD OF CONTRACT

Information to tenderers

EASO will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to cancel the procedure (see point 12 of the Invitation to tender).

Upon respective written requests made by the tenderers, EASO will inform all rejected tenderers of the reasons for their rejection, and all tenderers who submitted an admissible tender, of the characteristics and relative advantages of the tender selected for the contract award and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

Standstill period

EASO shall not sign the contract or framework contract with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the notification letters to the tenderers informing them of the award decision.

Where a fax or electronic means are used for the dispatch of the notification letters, the standstill period shall be 10 calendar days.

No obligation to award the contract

The tendering procedure shall not involve the Contracting Authority in any obligation to award the contract. EASO may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

In the event of cancellation of the tender procedure, tenderers will be notified. In no event shall the Institute be liable for any damages in any way connected with the cancellation.

Evidence by contractor

During the standstill period, EASO will request the tenderer proposed for award to provide the evidence on exclusion criteria defined in art.143 RAP and Articles 106 and 107 of the Financial Regulation. If this evidence was not provided or proved to be unsatisfactory, EASO reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, a list of documents confirming the declaration of honour.

EASO may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to EASO in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow EASO services to check this evidence.

Annexes to the Technical Specifications:

Annex I	SSF – Standard Submission Forms (Forms from 1 to 10)
Annex II	Draft of the framework contract
Annex III	EASO Holidays plan 2018