



# INSTRUCTIONS TO TENDERERS

Project KBH02



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*These Instructions to Tenderer provide the information necessary for Tenderers to prepare Tenders in accordance with the requirements of the Contracting Authority. It also provides information on Tender submission and evaluation and on contract award.*

**Please note that these Instructions to Tenderers will not be part of the Contract.**

## **1. Legal basis**

### **1.1 Tender with negotiation procedure**

This procurement is to be conducted pursuant to Danish legislation on public purchases below threshold with clear cross-border interest. The procurement will be following a negotiated procedure with prior publication of a notice.

### **1.2 Documents**

The tender documents consist of the following documents (not in priority):

- Signed Broker of Record Letter
- Energinet – Risk & Insurance Information
- Instructions to tenderers (ITT)

The Tender must be submitted on the basis of the tender documents. Tenderer is therefore encouraged to check if the documents downloaded are complete. Moreover, note that any corrections, clarifications and questions / answers are regularly broadcasted during the quotation phase.

If the Tenderer becomes aware of errors or significant discrepancies in the tender documents then he or she is urged to bring this fact to the attention of the Contracting Authority thus giving the Contracting Authority the opportunity to remedy the situation by sending out corrigendum. This commitment also includes any inappropriately formulated insurance terms.

### **1.3 Confidentiality**

The Tenderer shall consider the tender documents and other information supplied to the Tenderer by the Contracting Authority or Willis Towers Watson, confidential and treat it accordingly, unless otherwise agreed by the Contracting Authority.

If a potential tenderer does not wish to tender, the Tenderer will be required to destroy the tender documents and any copies thereof.

## **2. Contracting authority**

### **2.1 Contracting authority**

Energinet is the contracting Authority and will procure on own behalf:

Energinet  
Tonne Kjærsvvej 65  
Erritsø

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7000 Fredericia  
Denmark  
CVR: 28980671

Further information regarding Contracting Authority can be found in the tender documents.

## **2.2 Contact information**

All inquiries regarding further information, documentation etc. should be directed to the designated broker:

Willis Towers Watson I/S  
Rundforbivej 303  
2850 Nærum  
Tlf. +45 88 13 96 00 / +45 22 69 11 11  
E-mail: [michael.ekdahl@willistowerswatson.com](mailto:michael.ekdahl@willistowerswatson.com)

Inquiries must be in form of an e-mail.

In the event of discrepancies between the written instructions and verbal statements the written instructions will prevail.

## **3. Extent of the procurement**

### **3.1 Structure**

Tenderers are invited to submit their bids for the following:

Construction DKK 209,9M plus 60 months extended maintenance period incl. Marine Cargo and Third-Party Liability DKK 200M

### **3.2 Basic Coverage**

Everything included in the Third-Party Liability Insurance Wording and UW Material shall be regarded as basic coverage except for what is described in more detail in paragraphs 3.3 (Additional Coverage) and 3.4 (Optional Coverage) below.

The basic coverage shall be regarded as minimum requirements. Offers that do not meet these will therefore be rejected. If no quote meets the minimum requirements negotiations to obtain best possible quote will be initiated.

For the avoidance doubt, security demands are not regarded as part of the basic coverage but will be evaluated.

### **3.3 Additional Coverage**

No additional coverages in the Tender.

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### **3.4 Optional Coverage**

Contractors Pollution Liability Insurance (CPL) provides cover for third party claim caused by pollution events arising from covered operations performed by or on behalf of the insured at project sites (sudden/accidental or gradual).

Insured sum:

Onshore – DKK 5,000,000,-

Offshore – DKK 10,000,000,-

### **3.5 Taxes**

1.1% of the premium is to be paid under the Danish General Insurance Tax Act. The tax shall be added to the net premium and must be separately indicated in the quotation.

### **3.6 Insurance policies**

Insurance policies must be issued in English

In connection with the establishment of policies a proper and prompt policy issuance is required. Tenderer is asked to confirm a delivery of certificate (in Danish and English) no later than policy inception and delivery of policy no later than 10 days after policy inception.

## **4. Procedure**

### **4.1 Quotation**

Offers including supporting documents must be in Danish or English.

Quotations are preferred electronically via [Michael.ekdahl@willistowerswatson.com](mailto:Michael.ekdahl@willistowerswatson.com)

Offers and related documents are not returned.

Offers received after deadline won't be taken into account.

Upon personal delivery of the offer a receipt is issued.

### **4.2 Alternative tender submissions**

No alternate submissions are possible.

### **4.3 Validity**

The offer shall remain valid for acceptance until 1<sup>st</sup> of August 2020.

### **4.4 Acceptance or rejection of Tender.**

Acceptance or rejection is expected by 13<sup>th</sup> of May 2020.

### **4.5 Correspondence**

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Correspondence must be in Danish or English.

#### **4.6 Cost of Tendering**

Costs incurred by the Tenderer in connection with the preparation and submission of proposal, or with any other activities relating to the tendering process will not be reimbursed by Contracting Authority or Willis Towers Watson.

#### **4.7 Conditions of Tenderer**

Tenderer must be the legal person/entity with authority to sign on behalf of the Tenderer. For the avoidance of doubt, this also applies to companies belonging to the same group of companies than the legal person/entity.

#### **4.8 Reservations**

Public procurement rules causes that an exclusion within the bid – i.e. a reservation in the bid to a Tender specification - will often lead to the fact that the Contracting Authority is required to reject the offer.

Tenderers are advised to limit the use of reservations and instead try to clear up any ambiguities by asking questions.

Furthermore, the Contracting Authority will retain the right to reject bids that contain material reservations. Due to the Offshore Works the Contracting Authority will accept the potential implementation of an *Open Trenches clause* which will be subject to further discussion.

Any kind of reservation must be clearly stated.

#### **4.9 Questions**

Prior to submission of bid any questions may be directed at Willis Towers Watson I/S by e-mail:

[michael.ekdahl@willistowerswatson.com](mailto:michael.ekdahl@willistowerswatson.com)

Questions must be in Danish or English and tenderers will receive a notification when answers are leased.

Q&A will be anonymized before release.

Questions received after the deadline will also be answered unless the nature of the question makes it an excessive burden to supply the answer before expiry of the offer period. Please see timetable below for deadline.

## **5. Evaluation**

### **5.1 Award Criteria**

Each quotation is evaluated to identify the most advantageous bid in accordance with the criteria below.

The contract is awarded to the most economically advantageous Tender in terms of the following criteria and the issued weighting:

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The amount of the total insurance cost 100 %

## **5.2 Clarifications**

The Tenderer should ensure that both negotiating offer as well as final offer is complete.

In the time between receipts of the final offer until the Contracting Authority making the notification of the award decision, the Tenderers cannot expect that there will be contact with the Contracting Authority. If any, the contact will be instigated by Contracting Authority, and then only to obtain clarification of possible questions.

The Contracting Authority holds the right to verify the information given in the Tender within the limits of the procurement legislation. The Tenderer will be required to urgently provide reasonable assistance in connection with the request from Contracting Authority for this purpose.

## **5.3 Opening of Tender submissions**

Tenders are recorded at their receipt and timely received Tenders are opened immediately after the deadline for submitting tenders.

The Tenderer is not authorized to attend the opening of Tenders or to receive information about other bids.

## **5.4 Initial review of received bids**

Tenders received will be reviewed with a view to determining; first, whether each Tender contains the information sought and the requested material.

Offers that do not meet these conditions will be rejected and thus not considered eligible.

The offers, which meet the conditions, will then be reviewed with a view to determining whether each Tender contains reservations as regards basic issues, including basic coverages. If the offer contains such reservations, it will be rejected.

## **5.5 Negotiation**

The Tender process consists of two phases:

The first phase includes Tenderers submitting negotiation offer.

Negotiation themes are determined by the Contracting Authority.

During the negotiations the Contracting Authority will give his views on the strong and weak sides of the Tender. The negotiations can comprise every aspect of the negotiation offers, including price.

After negotiations with the Tenderers on the basis of negotiating offers, the second phase comprises the invitation from the Contracting Authority to the Tenderer to submit best and final offer (BAFO) within the deadline which will be evaluated by the Contracting Authority in accordance with the prescribed award criteria.

The Contracting Authority reserves the rights to limit the number of insurance companies to negotiate with and in any stage of the Tender phase to stop negotiations with a specific company.

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## 5.6 Awarding

All Tender participants will as soon as possible and simultaneously receive written notification regarding the awarding of contracts.

Contracting Authority's notification of the award decision does not relieve unsuccessful Tenderers from obligations under the offer, which is still binding in accordance with clause 4.3.

## 5.7 Cancellation

Until the Tender is completed with the conclusion of the contract, the Contracting Authority may cancel the Tender as long as the cause is not unfair.

## 5.8 Brexit clause

### 1

Except as is provided in this Clause, the occurrence of an event associated with the withdrawal of the United Kingdom from the European Union ("**Brexit**") shall not have the effect of:

- terminating this Policy;
- altering or invalidating any term of this Policy;
- discharging or excusing the performance of any obligation of any party under this Policy; or
- giving any party a right to terminate this Policy.

### 2

This Clause will apply if, as a direct consequence of Brexit, any (Re)Insurer (the "**Exiting (Re)Insurer**") will no longer have the regulatory permissions required to perform its obligations under this Policy in full ("**Sufficient Permission**"). To the extent that there is more than one (Re)Insurer subscribing to this Policy, this Clause will not apply to any (Re)Insurer which has, and for so long as it has, Sufficient Permission.

### 3

No less than 90 days prior to the date from which the Exiting (Re)Insurer will no longer have Sufficient Permission, the Exiting (Re)Insurer may seek the (Re)Insured's consent to a transfer to another (re)insurer (the "**Replacement (Re)Insurer**"), by way of novation and on the terms specified in this Clause section 3 and section 4, of all of those rights and obligations under the Policy that the Exiting (Re)Insurer will no longer have Sufficient Permission to perform (the "**Transfer**"), provided that:

- the Transfer shall have no effect whatsoever unless the prior written consent of the (Re)Insured has been obtained;
- The Transfer shall comply with all applicable law and regulation;
- the Replacement (Re)Insurer:

(A) will have, from the date on which the Transfer takes effect (the "**Transfer Date**"), Sufficient Permission to perform the rights and obligations which are

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the subject of the Transfer and is expected to retain such permission postBrexit; and

(B) has a rating issued by Standard & Poor's or AM Best Company that is not less than that of the Exiting (Re)Insurer;

- the Replacement (Re)Insurer agrees in writing to assume unconditionally all of the exiting (Re)Insurer's rights and obligations under this Policy that are the subject of the Transfer on the same terms and conditions mutatis mutandis;
- where only part of the Policy is the subject of the Transfer, the Exiting (Re)Insurer shall specify the amount of premium payable by the Exiting (Re)Insurer to the Replacement (Re)Insurer as consideration for the Transfer, which amount shall represent a reasonable proportion of the overall Policy premium;
- the Transfer Date will be at least [45] days prior to the date from which the Exiting (Re)Insurer will no longer have Sufficient Permission; and
- the (Re)Insured will be notified of completion of the Transfer within [10] days after the Transfer Date.

#### **4**

The Transfer will take effect on the following terms:

1. on and after the Transfer Date, the Replacement (Re)Insurer shall be responsible for all obligations under the Policy that the Exiting (Re)Insurer cannot perform, including handling and paying all claims (irrespective of when the claim arose), under the relevant part of the Policy; and
2. any steps taken by the (Re)Insured under the Policy or in relation to the Exiting (Re)Insurer before the Transfer Date (and, if later, the date upon which the (Re)Insured receives notice of the Transfer) to comply with its obligations under, or which otherwise relates to, this Policy, including, without limitation, the payment of premium, notification of a claim or circumstance, provision of information or requesting the (Re)Insurer's consent to take any steps, will be deemed to have been taken and be effective under the Policy in relation to, and to bind, the Replacement (Re)Insurer. As such, the Transfer will not operate to prejudice the (Re)Insured's position as to coverage under the Policy in any way.
3. the Exiting (Re)Insurer shall procure that no duty of disclosure, fair presentation or other obligation to provide material or any information shall be owed to the Replacement (Re)Insurer by the (Re)Insured by reason of the Transfer and that the Transfer shall take effect without any duty or obligation on the part of the (Re)Insured to provide any information to the Replacement (Re)Insurer whatsoever.

#### **5**

The Exiting (Re)Insurer and the Replacement (Re)Insurer shall each ensure that the Transfer does not adversely affect the (Re)Insured's rights or obligations under the Policy.

#### **6**

If this Policy has not been transferred in accordance with this Clause before the date on which the Exiting (Re)Insurer ceases to have Sufficient Permission, the

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(Re)Insured may, by written notice, terminate the Policy either in full or in respect of those rights and obligations under the Policy that the Exiting (Re)Insurer will no longer have Sufficient Permission to perform.

**7**

Any termination in accordance with this Clause, section 6, will be on the following terms:

- the accrued rights and obligations of the Exiting (Re)Insurer and the (Re)Insured as at the date of such termination shall be unaffected by the termination.
- if the Exiting (Re)Insurer is prevented by applicable law or regulation from paying a claim due under the Policy, it must use all reasonable endeavours to ensure that the claim is paid in a manner that does not breach applicable law.
- the Exiting (Re)Insurer will refund any overpayment of premium paid in respect of the terminated Policy, pro rata temporis on a termination of the Policy in whole or on a basis that represents a reasonable proportion of the overall premium in respect of a termination of the Policy in part, to the (Re)Insured.

All notifications required to be given to the (Re)Insured under this Clause may be provided to the (Re)Insured directly or via the (Re)Insured's appointed intermediary (if any).

**6. Time Schedule**

The tender procedure is expected to be conducted in accordance with the following preliminary time schedule

Tender procedure	Date
Publication of tender documents	25 FEB 2020
Deadline for receipt of questions	12MAR 2020
Deadline for release of Q&A	19 MAR 2020
Deadline for submission of first tender	30 MAR 2020
Negotiation phase	14 APR – 17 APR 2020
Submission of best and final offer	27 APR 2020
Release of intention and Award of Contract	13 MAY 2020
Inception Date	1 JUN 2020

The time schedule is subject to change.

End of document.