



CALL FOR APPLICATIONS

TO PARTICIPATE IN THE TENDER FOR

HEALTH INSURANCE AND ADMINISTRATION

Negotiated procedure

CONTRACT NOTICE NUMBER: 2011/S 108-176751

JUNE 2011

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I. Introduction

As announced in the Contract Notice, reference number: 20112011/S 108-176751, the European Central Bank (ECB) intends to establish 2 contracts ('the Contracts'):

- a contract for the provision of Group Health Insurance and Individual Health Insurance (Lot 1); and
- a contract for the Claim Administration Service for Group Insurance (Lot 2).

The ECB is seeking through this Call for Applications suitable candidates that will be invited to participate in the negotiated tender procedure and to submit a tender for lot 1 or lot 2 or for both lots.

The negotiated tender procedure will be conducted in two stages:

- Pre-qualification phase: starting with the submission of a Contract Notice to the Official Journal, reference number: 20112011/S 108-176751, and ending with the establishment of a shortlist of at least 3 companies per lot, where available in the market. The focus of this phase is to identify applicants capable of satisfying the needs of the ECB.
- Award phase: starting with the submission of the detailed tender specifications to the companies short-listed in the previous stage. The award phase will include review of written offers, and other possible sub-phases such as presentations, negotiations and/or taking up of references as may be necessary in order to finalise the tender with the signature of one contract per lot. The focus of this phase is to select one concrete proposal per lot which offers the highest value for money to the ECB.

1. Background

The ECB's Conditions of Employment foresee that a contributory medical benefits and dental plan is mandatory for permanent ECB members of staff. Their dependent spouses or dependent recognised partner and their dependent children are eligible for coverage. Members of staff on a fixed-term contract under one year or above one year as well as part-time members may be authorised to opt out of the medical plan on production of evidence that their medical expenses are otherwise covered. The mandatory and contributory medical benefits and dental plan is not subject to German social welfare law.

The current ECB's Medical Benefits and Dental Plan concluded with a service provider is due for renewal in 2012.

The scope of both contracts shall comprise:

- a) Comprehensive Group Health Insurance for insured persons, namely current and future active members of staff, pensioners, members of the Executive

Board, former members of staff on unemployment benefits and their dependants.

- b) Comprehensive Group Health Insurance for other insured persons, namely current and future trainees.
- c) Group Insurance for medical costs incurred due to accidents at work and occupational diseases at a 100% reimbursement rate.
- d) Comprehensive Individual Health Insurance for former insured persons on a medical history disregarded basis at insured member's charge.
- e) Claims Administration for the above group insurances.

Applicants for Lot 1 shall be capable to provide, if shortlisted, an offer for insurance services (a) to (d) above, and applicants for Lot 2 shall be able to provide, if shortlisted, an offer for services under (e) above.

The full scope of both Contracts shall comprise the following deliverables:

Lot 1 – Group Health Insurance and Individual Health Insurance

Group Health Insurance (a) to (c) as mentioned above: The comprehensive insurance plan shall provide worldwide cover on a medical history disregarded basis for reimbursement of reasonable and customary expenditure incurred by insured persons in respect of medical and dental treatment, prescribed by medical service providers, as a result of sickness, accident, pregnancy and confinement in accordance with the agreed terms and conditions. The benefit structure ranges from doctor visits, out-patient operations, in hospital operations and medical treatments over pharmaceutical products, dental treatments, radiology, physiotherapy to other therapeutic treatments. Medical costs due to accidents at work and occupational disease are to be included in the insurance plan at a 100% reimbursement rate.

With regard to the financial set-up of the insurance plan, the successful tenderer for Lot 1 (the “Insurer”) shall guarantee that the total medical expenses incurred by insured persons during the term of the Contract for Lot 1 and as reimbursed by the successful tenderer for Lot 2 (the “Administrator”) are covered. The expected costs shall be calculated and covered by the fixed claim fund amount per insured person.

The claim fund is defined as a function of the:

- incurred historical claims;
- historical Incurred but Not Reported Claims (IBNR);
- historical medical inflation incurred by the policy holder for the last four years prior to the contract starting date; and

- a part calculated on the basis of a peak file factor which is a fixed factor of the projected claims fund for capping large claims at a certain amount per year.

Any surplus during an insurance year shall be placed into a stability fund to cover potential future deficits from this contract. Either the Insurer or Administrator, depending on which party will administer it, will have to apply interest on the basis of at least the euro overnight index average (EONIA¹) to the stability fund. The Insurer shall bear any loss resulting from the Contract for Lot 1. The ECB shall keep any surplus from this Contract and shall not share it neither with the Insurer nor Administrator.

The costs of the Insurer to provide the above guarantee shall be compensated with a fixed risk premium amount per insured person; furthermore, the Insurer shall quote the peak file factor.

Changes to the fixed medical premium amount per insured person shall be limited to a certain percentage range per calendar year.

Insured persons must claim medical expenses within 12 months after the date of treatment.

Individual Health Insurance (d) as mentioned above: The comprehensive insurance plan shall provide cover on a medical history disregarded basis for reimbursement of reasonable and customary expenditure incurred by the insured person in respect of medical and dental treatment, prescribed by medical service providers, as a result of sickness, accident, pregnancy and confinement in accordance with the agreed terms and conditions. The benefit structure ranges from doctor visits, out-patient operations, in hospital operations and medical treatments over pharmaceutical products, dental treatments, radiology, physiotherapy to other therapeutic treatments.

The successful tenderer shall provide individual health insurance and the relevant claim administration to be offered to insured persons whose membership in the ECB's group insurance plan will terminate after the group plan, currently tendered for, comes into effect. The number of eligible persons will be limited as the number of leavers of the plan is historically rather low (79 persons in 2010), the individual health insurance contracts will have to be purchased, on a voluntary basis, by individuals immediately after their coverage under the ECB group insurance plan ends and is intended for former insured persons who have difficulties to find adequate outside cover following their membership with the ECB's group insurance plan.

Contractually, the individual health insurance shall be completely independent from the ECB group insurance plan, in particular with regard to the financial set-up and

¹ A measure of the effective interest rate prevailing in the euro interbank overnight market. It is calculated as a weighted average of the interest rates on unsecured overnight lending transactions denominated in euro, as reported by a panel of contributing banks.

duration of the Contract for Lot 1. The premium shall be based on the age of the insured person at the time s/he began to benefit under the group insurance, not taking into account any additional health risk occurred in the meantime and no new health assessment is required. The individual insurance shall either be offered on a world-wide or European basis to any citizen of an EU country or any other countries, where legislation would allow.

- **Lot 2 – Claim Administration Service for Group Insurance**

The services under this lot shall be provided by a service provider with a dedicated account management team supported by internet based services and a 365 days/24 hours multilingual service helpline, with English as the leading language. The services shall comprise processing, authorisation and payment (reimbursement of claims and direct settlement of invoices) of healthcare-related expenditures incurred by insured persons. The Administrator shall process claims in any language presented, insured persons must not translate invoices from service providers. The Administrator shall also provide internet based claim settlement, management and reporting tools. Total membership amounted on 31 December 2010 to 3,930 insured persons including children, spouses and pensioners; the average increase of insured persons during the last three years was approx. 165 persons per calendar year. The services shall be performed according to agreed service levels and by application of quality management principles. In addition, case management (dedicated large claims management & disease management programmes), cost containment measures, medical advice and management information shall be offered to the ECB as client.

The services shall not be provided for Individual Health Insurance for which the Insurer shall provide the relevant claim administration.

The Administrator shall preferably provide for a (discount) network of medical service providers (doctors, specialists, clinics, pharmacy, and optician) in the Frankfurt / Rhine-Main area with multilingual capacities and preferred access of insured persons to these service providers.

The Administrator's costs shall be compensated with a fixed administration fee amount per insured person.

2. Place of performance

Mainly on the premises of the successful contractors and, where applicable, on the ECB's premises in Frankfurt am Main.

3. Contract, duration, applicable law

Both Contracts shall be concluded for a period of three years with the possibility to extend them for up to three additional years.

The applicable law for both Contracts shall be German law (civil law and relevant provisions of the Insurance Act).

Subject to the award of the Contracts to separate contractors, the ECB may envisage to conclude a tripartite contract between the ECB as Policyholder, the Insurer and the Administrator.

4. Legal framework

This tender procedure shall be governed by Decision ECB/2007/5 of 3 July 2007 laying down the Rules on Procurement².

² OJ L 184, 14.7.2007, p. 34 as amended by Decision ECB/2009/2 (OJ L 51, 24.2.2009, p. 10) and Decision ECB/2010/8 (OJ L 238, 9.9.2010, p. 14), all published on <http://www.ecb.europa.eu/ecb/proc/tenders/html/index.en.html>.

II. Preparation and submission of applications

1. Communication, queries regarding the tender procedure

- 1.1 During the preparation of applications, all Candidates are encouraged to submit questions to the ECB on any aspect of the Call for applications or the envisaged Contract.
- 1.2 Candidates shall address all queries regarding this tender procedure to Mr. Ezequiel Gomez, European Central Bank, Central Procurement Office, Kaiserstraße 29, 60311 Frankfurt. Queries shall preferably be submitted by e-mail to procurement@ecb.europa.eu or, alternatively, by fax (+49 69 1344 7110). The ECB does not assume any responsibility for queries which are not submitted in writing.
- 1.3 The ECB shall endeavour to answer all queries as quickly as possible but cannot guarantee a minimum time response. The ECB shall not be bound to reply to queries received less than ten calendar days before the time-limit for the submission of applications, but will try to do so if possible.
- 1.4 If a query is of general interest, the ECB shall communicate the query and the corresponding answer to all Candidates who have asked for the tender documentation. The query shall be anonymised and information of a commercially confidential nature shall not be disclosed.
- 1.5 During the tender procedure Candidates shall not contact any other ECB staff members or organisations/persons working for the ECB with regard to this tender procedure. Candidates shall also not contact potential competitors unless they intend to form a temporary grouping with them or to involve them as subcontractors. Any violation of this communication rule may lead to the exclusion of the Candidate in question.
- 1.6 Unless otherwise provided, all communication with the ECB shall be made in English.

2. Review of the tender documentation

If Candidates consider that the ECB's requirements laid down in the contract notice, the Call for applications, the invitation to tender or supporting documents are incomplete, inconsistent or illegal or that the ECB or another Candidate has infringed the applicable procurement rules, they shall notify their objections within 15 calendar days (Article 21(2) of Decision ECB/2007/5). If the irregularities affect the Call for applications, invitation to tender or other documents sent by the ECB, the time limit shall start to run from the date of receipt of the documentation. In other cases, the time limit shall start to run from the moment the Candidates become aware of the

irregularity or could reasonably have become aware of it. The ECB may then either correct or supplement the requirements or remedy the irregularity as requested, or reject the request indicating the reasons therefore. Objections which were not communicated to the ECB within 15 calendar days may not be raised at a later stage.

3. Changes to tender documentation

The ECB may at any time prior to the expiry of the time-limit for the submission of applications, change or supplement the requirements set out in the contract notice or the Call for applications. The ECB shall communicate the changes or additions to all Candidates who requested the tender documentation and may, if necessary, extend the time-limit for the submission of applications. If need be, the ECB will also publish a corrigendum to the contract notice.

4. Preparation of the applications; expenses

- 4.1 Candidates shall obtain at their own responsibility and expense all information necessary for the preparation of their applications. Candidates are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their applications and all other stages of the tender procedure. The ECB shall not be liable for any costs or expenses borne by Candidates or persons involved by them.
- 4.2 Candidates are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their applications and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.

5. Address and time-limit for submission

- 5.1 Candidates shall submit their application no later than 04 July 2011 to the following address:

European Central Bank
Central Procurement Office
Attn: Mr. Ezequiel Gomez
Kaiserstraße 29
60311 Frankfurt am Main
Germany.
- 5.2 If Candidates submit their application by registered post or private courier services the post office stamp or the date on the slip issued by the courier service shall constitute proof of compliance with the above time-limit for submission. However, the ECB will not consider applications which reach the ECB six calendar days after expiry of the above time-limit, or later.

- 5.3 In case of hand delivery Candidates shall submit the application by **17.00 h CEST** on the above date of 4 July 2011 to the ECB's Logistics Centre at the Eurotower (Kaiserstraße 29, 60311 Frankfurt am Main). As proof of the deposit, the Candidate shall receive a signed receipt indicating the time of deposit. Applications received after the above time-limit shall not be considered.

6. Format of the application

- 6.1 The application shall consist of:

- the completed Application form (template attached as Annex 1). The Application form shall be signed handwritten by an authorised representative of the Candidate;
- all documents listed in the Application form.

- 6.2 Candidates shall submit their application in one hard copy version and additionally in digital version on CD. The digital version shall consist of pdf files. Generated pdf files shall be used except for documents which must be scanned for technical reasons (e.g. paper-based certificates). Filled-out forms shall be submitted as MS-Office documents (Word or Excel).

By submitting an application, Candidates declare that (i) the contents of the hard copy version and the digital version of the application are identical; and (ii) that they are aware of the legally binding character of the hard copy version; and (iii) that they did not make any changes to the tender documentation provided by the ECB, except for requested information which the Candidate inserted into the digital forms.

- 6.3 Candidates shall submit their applications in a sealed envelope, which shall bear the following mention:

**‘Tender procedure Health Insurance and Administration –
16129/H/PSR/2010**

Lot 1 ☐ Lot 2 ☐ Both lots ☐

Name of the Candidate

Application form’

7. Language

Candidates shall submit all documents and information in English. Legal, financial, ISO and other certificates that have not been issued in English may be submitted in the original language. The ECB may request Candidates to provide a certified translation of the original document.

III. Evaluation of applications

1. Evaluation process

- 1.1 The ECB intends to invite up to a minimum number of 3 Candidates per lot to submit a tender provided that a sufficient number of Candidates meeting the selection criteria is available. The ECB shall invite the Candidates (i) whose applications comply with the formal requirements laid down in this Call for applications; (ii) who meet the eligibility criteria set out in Section 3; and (iii) who best meet the selection criteria set out in Section 4 below.
- 1.2 The ECB may request Candidates to supplement their application or to clarify specific points within the limits set out in Article 20 of Decision ECB/2007/5. Candidates shall respond to such requests within the reasonable time-limits set by the ECB. The ECB will not consider replies submitted after the expiry of the time-limit.
- 1.3 For the purpose of the evaluation the ECB may also take account of any other relevant information from public or specialist sources. The ECB may contact the reference persons indicated by the Candidates and ask specific questions. The questions and answers shall be documented in writing.

2. Formal requirements

- 2.1 The ECB shall exclude applications that:
 - (a) were submitted after the expiry of the time-limit for the submission of applications; or
 - (b) are substantially incomplete; or
 - (c) were not submitted in English.
- 2.2 The ECB may, at its own discretion, exclude Candidates that do not comply with other substantial formal requirements laid down in this Call for applications.

3. Eligibility criteria

- 3.1 The tender procedure shall be open on equal terms to all natural or legal persons resident or located in the European Union and to all natural and legal persons resident or located in a country which has ratified the World Trade Organisation Agreement on Government Procurement or has concluded with the European Union a bilateral agreement on procurement under the conditions laid down in the said agreements.
- 3.2 The ECB shall exclude Candidates that are in one of the situations described in Article 24(4) of Decision ECB/2007/5 (e.g. conviction for fraud or corruption) or put on a blacklist in accordance with Article 24(7) of Decision ECB/2007/5.

- 3.3 The ECB may exclude Candidates that are in one of the situations described in Article 24(5) of Decision ECB/2007/5 (e.g. insolvency; grave professional misconduct; misrepresentation).
- 3.4 Candidates shall state in their declaration of honour (included in Annex 1) that they meet the eligibility criteria and provide the documentation requested. Candidates shall inform the ECB without undue delay if any circumstances arise after the submission of their application that may affect their eligibility.

4. Selection criteria and minimum capacity levels

- 4.1 Candidates shall have the economic, financial, technical and professional capacity to perform the Contract.

4.2 Minimum requirements for Lot 1

Candidates must meet the following minimum requirements (reference to the relevant chapter of the Application Form -Annex 1-, is provided in brackets):

- No single client should represent more than 50% of the total turnover (chapter 5);
- Proven financial strength (chapter 5);
- Proven organisational resilience (chapter 4);
- Applicants must declare their capability to offer both group insurance and individual health insurance (chapter 6.3);
- Experience: at least one contract in place during the last 3 to 5 years comparable to the ECB group health insurance i.e. insurance benefits paid approx. EUR 9-10 million, 4,500 insured members (chapter 8);
- Worldwide coverage for group health insurance (chapter 6.2);
- Significant business activity in Germany (chapter 6.2);
- In the case of an insurance company: the company must be approved in 1 of the 27 European Union countries by its national authority to perform insurance operations (chapter 6.1);
- In the case of an insurance broker: the company must be approved in 1 of the 27 European Union countries by its national authority to perform the insurance operations (chapter 6.1).

As proof, Candidates shall submit the information and documents listed in Annex 1 (Application Form).

4.3 Minimum requirements for Lot 2

Candidates must meet the following minimum requirements (reference to the relevant chapter of the Application Form -Annex 1- is provided in brackets):

- No single client should represent more than 50% of the total turnover (chapter 5);
- Proven financial strength (chapter 5);
- Proven organisational resilience (chapter 4);
- Experience: at least one contract in place during the last 3 to 5 years comparable to the claim administration of the ECB group health insurance i.e. insurance benefits paid approx. EUR 9-10 million, 4,500 insured members (chapter 8);
- Worldwide claim administration (chapter 7.2);
- Significant business activity in Germany (chapter 7.2);

As proof, Candidates shall submit the information and documents listed in Annex 1 (Application Form).

4.4 Selection Criteria for Lot 1

Among the Candidates meeting the minimum requirements set out in Section 4.2, the ECB shall select those which best meet the following selection criteria (weighting allocated to each criterion and a reference to the relevant chapter(s) of the Application Form -Annex 1- is provided in brackets):

- (a) History and size of international medical insurance (30% / chapter 6.2 of Annex 1);
- (b) Organisational resilience and good understanding and knowledge of the medical system in Germany (30% / chapters 4, 6.1 and 6.2);
- (c) Reference to clients similar to ECB (15% / chapter 8);
- (d) Range of proposed services (25% / chapter 6.3).

4.5 Selection Criteria for Lot 2

Among the Candidates meeting the minimum requirements set out in Section 4.3, the ECB shall select those which best meet the following selection criteria (weighting allocated to each criterion and a reference to the relevant chapter(s) of the Application Form -Annex 1- is provided in brackets):

- a) History and size of worldwide claims administration (20% / chapter 7.2);
- b) Organisational resilience and good understanding and knowledge of the medical system in Germany (30% / chapters 4, 7.1 and 7.2);
- c) Reference clients similar to ECB (25% / chapter 8);
- d) Range of proposed services (25% / chapter 7.3).

IV. Outcome of the Call for applications

1. Notification of outcome

- 1.1 The ECB shall inform all Candidates in writing of the outcome of the evaluation. The successful Candidates will receive the invitation to tender within the time frame indicated in the notification.
- 1.2 Candidates may, within 15 calendar days of receipt of the notification, request the ECB to provide the reasons for rejecting their application and to provide copies of all documents relating to the evaluation of their application.
- 1.3 The ECB may decide to withhold certain information where the release of such information would affect other suppliers' legitimate commercial interests, would hinder application of the law or would otherwise be contrary to the public interest.

2. Appeal procedure

- 2.1 Unsuccessful Candidates may request the ECB's Procurement Review Body to review the decision to reject their application under the conditions set out in Article 33 of Decision ECB/2007/5. Any appeal shall be submitted to the following address:

Procurement Review Body of the ECB
c/o Legal Advice Team
European Central Bank
Kaiserstrasse 29
60311 Frankfurt
Germany
Email: LegalAdviceTeam@ecb.europa.eu
Fax: +49 69 1344 6886.

- 2.2 Candidates shall submit the appeal within 15 calendar days from the receipt of the information specified in Chapter IV, Section 1.2 or if no information is requested is requested, within 15 calendar days from the receipt of the notification.
- 2.3 The appeal shall be submitted in English and include all supporting information and reasoned objections.

3. Jurisdiction

The General Court of the European Union in Luxembourg (Rue du Fort Niedergrünwald L-2925 Luxembourg) shall have exclusive jurisdiction in any dispute between the ECB and a Candidate relating to this tender procedure. If an appeal procedure is available, Candidates are requested to await the ECB's decision on the appeal before bringing the matter to the General Court. The time-limit to bring proceedings under Article 263 of the Treaty on the Functioning of the European Union shall begin to run two months from receipt of the appeal decision.

4. European Ombudsman

A Candidate may also lodge a complaint with the European Ombudsman (1 Avenue du Président Robert Schuman, CS 30403, FR - 67001 Strasbourg Cedex) in accordance with Article 228 of the Treaty on the Functioning of the European Union and the Statute of the European Ombudsman. A complaint must be made within two years from the date when the complainant becomes aware of the facts on which the complaint is based.

V. General rules

1. Temporary groupings

1.1 Candidates may establish temporary groupings with a view to jointly obtaining the Contract. If the Contract is awarded to a temporary grouping, its members shall be jointly and severally liable for all obligations arising from the Contract. A typical example of grouping could be consisting of a general purpose IT provision candidate and a specialised IT security candidate.

1.2 The ECB shall accept applications from temporary groupings under the following conditions:

- (a) the application is submitted as a joint application;
- (b) the application includes the Declaration for temporary groupings (included in Annex 1), signed by duly authorised representatives of each member;
- (c) the application clearly describes the responsibilities of each member of the grouping and how they intend to cooperate.

1.3 Temporary groupings shall remain unchanged throughout the tender procedure.

2. Subcontracting

2.1 Candidates may subcontract parts of the Contract.

2.2 If Candidates intend to rely on the capacities of subcontractors or other entities for the purpose of fulfilling the selection criteria set out in Chapter III, Section 4, they shall prove to the ECB that they will have at their disposal the resources necessary for

performance of the Contract. As proof Candidates shall provide a signed declaration of the subcontractor or other entity confirming that its capacities will be at the Candidate's disposal and that it will perform the parts of the Contract assigned to it should the Contract be awarded to the Candidate.

- 2.3 Candidates shall not exchange subcontractors or appoint additional subcontractors after the submission of their tender and prior to the signature of the Contract. Thereafter, the exchange or appointment of subcontractors shall be subject to the prior written approval of the ECB.
- 2.4 The involvement of subcontractors shall not affect the overall responsibility and liability of the successful Tenderer for the due performance of all obligations arising from the Contract.

3. No separate application

Candidates shall submit only one application. The ECB may exclude from participation any Candidates who submit a separate application and who:

- (a) are members of the same group of affiliated undertakings as another Candidate; or
- (b) are members of a temporary grouping together with other Candidates; or
- (c) offer a substantial part of the Contract to another Candidate as subcontractor,

if there are indications that they have received information regarding the application prepared by another Candidate or if the submission of separate applications distorts otherwise free competition among Candidates.

4. Confidentiality; professional secrecy

- 4.1 Subject to the exceptions referred to in Section 4.2, Candidates shall:

- (a) at all times treat the contents of the Call for applications and any related documents and information (together the 'Information') as confidential;
- (b) not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
- (c) not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a tender; and
- (d) not undertake any publicity activity within any section of the media.

- 4.2 Candidates may disclose, distribute or pass Information to third parties provided that either:

- (a) the Information is already publicly available (other than through a breach of these confidentiality rules); or

- (b) the Information is disclosed for the sole purpose of preparing an application and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Candidate; or
 - (c) the Candidate obtains the prior written consent of the ECB in relation to such disclosure, distribution or passing of Information; or
 - (d) the Candidate is legally required to make such a disclosure.
- 4.3 The ECB is by law subject to the highest standards of professional secrecy and confidentiality³. The ECB may disclose detailed information relating to the applications
- (a) to its staff and other organisations, companies or persons involved in the tender procedure;
 - (b) to other Candidates, if the information is materially relevant for all Candidates or if the ECB is required by law to disclose such information in both cases subject to the duty to protect the Candidate's commercial interests;
 - (c) to the general public to the extent the ECB is obliged to disclose the information in order to fulfil statutory transparency requirements.

5. Data protection

- 5.1 The ECB shall process personal data received (such as names, contact details and other information provided in curriculum vitae) in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data⁴ as well as with Decision ECB/2007/1 of 17 April 2007 adopting implementing rules concerning data protection at the European Central Bank⁵.
- 5.2 The ECB shall use such personal data solely for the purpose of evaluating the applications received and maintaining a database of potential suppliers. Within these limits, the ECB may transfer the personal data to third parties supporting the ECB in the procurement process including external contractors, national central banks or other partner organisations. The data subjects concerned may request access to their personal data and request the rectification of any data that is inaccurate or incomplete.

³ See Article 37 of the Statute of the European System of Central Banks and of the European Central Bank and Article 19(5) of Decision ECB/2007/5.

⁴ OJ L 8, 12.1.2001, p. 1.

⁵ OJ L 116, 4.5.2007, p. 64.

5.3 For all queries relating to such data, data subjects may address the data controller who is the Head of the ECB's Central Procurement Office (Kaiserstraße 29, 60311 Frankfurt, Germany, procurement@ecb.europa.eu, Fax +49 69 1344 7110).

5.4 Data subjects shall have the right to have recourse to the European Data Protection Supervisor.

6. No obligation to award the Contract; cancellation

6.1 The initiation of this tender procedure imposes no obligation on the ECB to award the Contract.

6.2 The ECB may cancel the tender procedure as a whole or in parts at any time before the Contract is signed without Candidates being entitled to claim any compensation (Article 32 of Decision ECB/2007/5).