



Special Specifications

Insurance services contract for Enabel staff, vehicles and buildings in Niger

Open Procedure

Navision Code: 2562NER

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1 General information

1.1 Exceptions to the general rules of execution

Section 4. "Special contractual and administrative conditions" of these special specifications (CSC) contains the special administrative and contractual clauses applicable to this public contract by way of derogation from the Royal Decree of 14.01.2013 or which supplement or clarify it.

Rules applicable to means of communication:

In accordance with Article 14, §2, 3° of the law of June 17, 2016 relating to public contracts, the transmission and receipt of offers must be carried out by using postal transmission or any other appropriate delivery service.

Since the submission of tenders in electronic format via the e-tendering application is not sufficiently supported by the internet access devices available to economic operators, the contracting authority considers that it is not appropriate to impose the obligation to use electronic means of communication.

1.2 Contracting authority

The contracting authority for this public contract is Enabel, Belgian Development Agency, a public limited company with a social purpose, having its registered office at 147, rue Haute, 1000 Brussels (company number 0264.814.354, RPM Brussels).

Enabel is entrusted with the exclusive right to carry out public service tasks in direct bilateral cooperation with partner countries, both in Belgium and abroad. It may also carry out other cooperation missions at the request of public interest organisations and develop its own actions that contribute to its objectives.

For this market, Enabel is validly represented by Ms. Marie, BURTON, Director Enabel country in Niger.

1.3 Enabel's institutional framework

The general framework within which Enabel works is:

- the Belgian law of March 19, 2013 relating to Development Cooperation¹;
- the Belgian Law of 21 December 1998 establishing the "Belgian Technical Cooperation" in the form of a public law company²;
- the law of 23 November 2017 modifying the name of Belgian Technical Cooperation and defining the missions and operation of Enabel, Belgian Development Agency, published in the Belgian Official Journal of 11 December 2017.

The following developments also form a common thread in Enabel's work: main examples include:

¹ MB of December 30, 1998, November 17, 2001, July 6, 2012, January 15, 2013 and March 26, 2013.

² MB of July 1, 1999.

- in terms of international cooperation: the Development Objectives United Nations Sustainable Development Goals, the Paris Declaration on Aid Harmonization and Alignment;
- in terms of the fight against corruption: the law of 8 May 2007 approving the United Nations Convention against Corruption, made in New York on 31 October 2003, as well as the law of 10 February 1999 relating to the suppression of corruption transposing the Convention on combating bribery of foreign officials in international business transactions;
- in terms of respect for human rights: the United Nations Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁴ enshrining in particular the right to freedom of association (C. no. 87), the right to organise and to collective bargaining (C. no. 98), the prohibition of forced labour (C. no. 29 and 105), the prohibition of all discrimination in matters of work and remuneration (C. No. 100 and 111), the minimum age set for child labour (C. No. 138), the prohibition of the worst forms of such work (C. No. 182);
- in terms of respect for the environment: The Framework Convention on Climate Change in Paris, on December 12, 2015;
- the first management contract between Enabel and the Belgian federal state (approved by Royal Decree of 17.12.2017, Official Journal of 22.12.2017) which sets out the rules and special conditions relating to the exercise of public service tasks by Enabel on behalf of the Belgian state.

1.4 Rules governing the market

- The following are applicable to this public contract:
- The Law of June 17, 2016 relating to public contracts⁵;
- The Law of June 17, 2013 relating to motivation, information and remedies in matters of public contracts and certain works, supply and service contracts⁶
- The Royal Decree of April 18, 2017 relating to the awarding of public contracts in the classic sectors⁷;
- The Royal Decree of 14 January 2013 establishing the general rules for the execution of public procurement and public works concessions⁸;
- Circulars from the Prime Minister on public procurement.
- All Belgian regulations on public procurement can be consulted on www.publicprocurement.be.

3 MB of November 18, 2008.

4 <http://www.ilo.org/ilolex/french/convdisp1.htm>.

5 MB July 14, 2016.

6 MB from June 21, 2013.

7 MB 9 from 2017.

8 MB June 27, 2017.

1.5 Definitions

In the context of this market, it is necessary to understand:

The bidder: an economic operator who submits an offer;

The successful bidder/service provider: the bidder to whom the contract is awarded;

The contracting authority or the contracting party: Enabel, represented by the Country Director from Enabel in Niger

The offer: the bidder's commitment to perform the contract under the conditions it presents;

Days: Unless otherwise indicated in the special specifications and applicable regulations, all days are understood to be calendar days;

Market documents: Special specifications, including the annexes and documents to which they refer;

Technical specification: a specification contained in a document defining the required characteristics of a product or service, such as quality levels, environmental and climate performance levels, design for all needs, including accessibility for people with disabilities, and conformity assessment, suitability for use, product use, safety or dimensions, including requirements applicable to the product with regard to the name under which it is sold, terminology, symbols, tests and test methods, packaging, marking and labelling, instructions for use, production processes and methods at any stage of the life cycle of the supply or service, as well as conformity assessment procedures;

Variant: an alternative method of design or execution which is introduced either at the request of the contracting authority or at the initiative of the tenderer;

Option: an accessory element not strictly necessary for the execution of the contract, which is introduced either at the request of the contracting authority or at the initiative of the tenderer; _____

Inventory: the market document which divides the services into different items and specifies for each of them the quantity or the method of determining the price;

The general RGE execution rules: the rules found in the Royal Decree of 14.01.2013, establishing the general rules for the execution of public contracts and public works concessions; _____

The special specifications (CSC): this document as well as all its annexes and documents to which it refers;

BDA: the Auction Bulletin

OJEU: Official Journal of the European Union

OECD: Organisation for Economic Co-operation and Development;

E-tendering: The E-tendering platform allows bidders to submit and open electronic offers/requests for participation;

Corrupt practice: any proposal to give or agree to offer to any person an illicit payment, a gift, a gratuity or a commission as an inducement or reward for them to perform or refrain from performing acts relating to the award of the contract or the execution of the contract concluded with the contracting authority;

The dispute: the legal action.

1.6 Confidentiality

The tenderer or successful bidder and Enabel are bound to secrecy with regard to third parties concerning all confidential information obtained in the context of this contract and will only transmit this information to third parties after the prior written consent of the other party. They will only disseminate this confidential information among the employees concerned by the mission. They guarantee that these employees will be duly informed of their confidentiality obligations and that they will respect them.

ENABEL PRIVACY STATEMENT: Enabel is committed to protecting your privacy. We are committed to protecting and processing your personal data with care, transparency, and in strict compliance with privacy legislation.

See also: <https://www.enabel.be/fr/content/declaration-de-confidentialite-denabel>

1.7 Ethical obligations

Any failure to comply with one or more of the ethical clauses may result in the exclusion of the candidate, tenderer or successful bidder from other public contracts for Enabel.

During the duration of the contract, the successful bidder and its personnel shall respect human rights and undertake not to offend the political, cultural and religious customs of the beneficiary country. The bidder or successful bidder shall comply with the fundamental labour standards agreed at international level by the International Labour Organization (ILO), in particular the conventions on freedom of association and collective bargaining, on the elimination of forced and compulsory labour, on the elimination of discrimination in respect of employment and occupation and on the abolition of child labour.

Any attempt by a candidate or tenderer to obtain confidential information, to enter into illicit agreements with competitors or to influence the evaluation committee or the contracting authority during the procedure of examination, clarification, evaluation and comparison of offers and applications will result in the rejection of his or her application or offer.

Furthermore, in order to avoid any impression of risk of bias or collusion in the monitoring and control of the execution of the contract, the successful tenderer is strictly prohibited from offering, directly or indirectly, gifts, meals or any other material or immaterial advantage, whatever its value, to employees of the contracting authority directly or indirectly concerned by the monitoring and/or control of the execution of the contract, whatever their hierarchical rank.

Any offer will be rejected or any contract (public procurement) cancelled as soon as it is proven that
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the award of the contract or its execution will have given rise to the payment of "extraordinary commercial expenses". Extraordinary commercial expenses concern any commission not mentioned in the main contract or which does not result from a proper contract referring to this contract, any commission which does not remunerate any effective legitimate service, any commission paid in a tax haven, any commission paid to a beneficiary not clearly identified or to a company which has all the appearances of a front company.

The successful bidder undertakes to provide the contracting authority, upon request, with all supporting documents relating to the conditions of performance of the contract. The contracting authority may carry out any checks, on documents and on site, that it deems necessary to gather evidence of a presumption of unusual commercial expenses. The successful bidder who has paid unusual commercial expenses may, depending on the seriousness of the facts observed, have his contract terminated or be permanently excluded.

1.8 Applicable law and competent courts

The contract must be executed and interpreted in accordance with Belgian law.

The parties undertake to fulfill their commitments in good faith with a view to ensuring the successful completion of the contract.

In the event of a dispute or difference of opinion between the contracting authority and the successful bidder, the parties will consult together to find a solution.

In the absence of an agreement, the courts of Brussels have sole jurisdiction to find a solution.

2 Purpose and scope of the contract

2.1 Nature of the market

Public service contract (CPV code 66510000 insurance services).

2.2 Purpose of the contract

This service contract consists of insurance services for Enabel staff, vehicles and buildings in Niger, in accordance with the conditions of this CSC.

The following policies are affected: health insurance, personal accident insurance, insurance auto and building insurance.

2.3 Lots

The contract is for a single lot. A bid for only part of the lot is inadmissible. The bidder must submit a bid for all the insurance policies mentioned above.

The description of the service is included in the Terms of Reference section of this CSC.

2.4 Positions

See also Terms of Reference and Form - Price Offer.

2.5 Duration of the contract

The contract begins upon notification of the award and has an initial duration of one year.

After this initial duration, this contract may be renewed each year by the contracting authority by registered letter sent at least 1 month before the anniversary date of the contract (maximum 3 times).

In the event of renewal, all provisions of the special specifications and its annexes, the offer and its annexes, the registered letter notifying the award decision and, where applicable, any subsequent documents accepted by both parties, remain fully applicable.

The contract may be terminated by the contracting authority at any time by registered letter sent no later than 1 month before the termination of the contract. The service provider may not invoke this termination to claim compensation.

2.6 Variants

Variants are not allowed.

2.7 Quantity

Actual quantities will be determined at the time of ordering. The quantities assumed in the Terms of Reference are provided for informational purposes only.

3 Procedure

3.1 Method of award

This contract is awarded, in application of 36 of the law of June 17, 2016, via an open procedure.

3.2 Publication

This contract is officially published in the Bulletin des Adjudications (BDA), on the OECD website and in the Official Journal of the European Union.

These special specifications are published on the Enabel website (<https://www.enabel.be/fr/marches-publics/>).

3.3 Information

The award of this contract is coordinated by Enabel's Contracting Unit in Niger. For as long as the procedure is ongoing, all contacts between the contracting authority and (potential) bidders regarding this contract will be made exclusively through this department/person, and (potential) bidders are prohibited from contacting the contracting authority in any other way regarding this contract, unless otherwise provided in this CSC.

Up to and including 10 days, candidate bidders may ask questions regarding the CSC and the contract. Questions should be submitted in writing to:

M. DICKO HOUSSEINI, Dicko Hamadoum

dickohamadoum.dickohousseini@enabel.be

Cc to:

Mr. Yannick MBIYA

yannick.mbiya@enabel.be

and will be answered as they are received. A complete overview of the questions asked will be available 7 days before the deadline for receipt of offers, at the address above.

Until notification of the award decision, no information will be given on the progress of the procedure.

Procurement documents will be accessible free of charge at the following internet address: <https://www.enabel.be/public-procurement/>

In order to be able to submit an informed offer, the contracting authority is organizing an optional information session for bidders on 08/04/2025 at 9:30 a.m. (Niamey time) and at the following address:

« Office of the Enabel Representation Niamey-Plateau Issa Béri (IB) Street IB -40 (Laterite behind the high school Issa Béri) BP 12987 Niamey. »

The tenderer is expected to submit his tender having read and taken into account any corrections to the CSC that are published on the Enabel website or sent to him by email. To this end, if he has downloaded the CSC in electronic form, he is strongly advised to provide his contact details to the persons mentioned above and to inquire about any changes or additional information.

The tenderer is required to immediately report any deficiency, error or omission.

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in the contract documents which makes it impossible to establish its price or compare offers, at the latest within 10 days before the deadline for receipt of offers.

3.4 Offer

3.4.1 Data to be mentioned in the offer

The attention of bidders is drawn to the general principles set out in Title 1 of the law of June 17, 2016 and which are applicable to this award procedure.

The bidder is required to use the attached offer form. If the bidder fails to use this form, the bidder shall bear full responsibility for ensuring that the documents used are in perfect agreement with the form.

The offer and the annexes attached to the offer form are written in French.

By submitting its offer, the bidder automatically waives its general or specific conditions of sale, even if these are mentioned in one or other annex to its offer.

The tenderer shall clearly indicate in its tender which information is confidential and/or relates to technical or commercial secrets and therefore cannot be disclosed by the contracting authority.

3.4.2 Duration of validity of the offer

Bidders remain bound by their offer for a period of **120** calendar days, from the deadline for receipt.

3.4.3 Price determination

All prices mentioned in the offer form must be exclusive of VAT and expressed in EURO.

This contract is a price schedule contract, which means that only the unit price is fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually executed.

Pursuant to Article 37 of the Royal Decree of 18 April 2017, the contracting authority may carry out all verifications of accounting documents and all on-site checks of the accuracy of the information provided as part of the price verification.

3.4.3.1 Items included in the price

The service provider is deemed to have included in its unit and overall prices all charges and taxes generally levied on the services, with the exception of value added tax.

The prices include:

- administrative management and secretarial work;
- travel, transportation and insurance;
- documentation relating to services;
- the delivery of documents or parts related to the execution;

- the training necessary for use;
- where applicable, the measures imposed by legislation on the safety and health of workers during the performance of their work

***Attention is drawn to the taxation of Non-Resident Profit Tax (IBNR) (20%) applicable to this category of service provider for bidders based abroad (professional base outside Niger and WAEMU). It is also the bidder's responsibility to inform themselves about all other tax provisions applicable in Niger.**

****Enabel is exempt from VAT, this tax should not be part of the price**

3.4.4 Introduction of offers

Without prejudice to any possible variations, the tenderer may only submit one offer per contract.

The bidder submits his offer in the following manner: in a permanently sealed envelope An original copy of the offer and two paper copies as well as a certified copy of the original on a usable USB key, bearing the following mention:

Name of bidder:

Original offer and copies: CSC 2562NER-10401 in 03 files (01 in Original + 02 in copies + USB key).

Submission of Offers: 04/29/2025 at 10:30 a.m.

No information from the financial offer should be included in the administrative/technical offer; failure to comply with this instruction will be considered an irregularity leading to the rejection of the offer.

It can be introduced:

a) by post (standard or registered mail) _____

In this case, the sealed envelope is slipped into a second closed envelope addressed to:

Mr. Yannick MBIYA, Expert in Contracting and Administration

Contracting Unit, Enabel Representation, Issa Béri district, Rue IB-40, Niamey, Niger

b) by delivery against acknowledgment of receipt to the following address:

The service is available every working day: **from 8:30 a.m. to 5:30 p.m. (Monday to Thursday) and from 8:30 a.m. to 12:30 p.m. on Friday** (see address mentioned above in point a).

Any request for participation or offer must be received before the final date and time for submission. Late requests for participation or offers will not be accepted9 .

3.4.5 Modification or withdrawal of an offer already submitted

When a tenderer wishes to modify or withdraw a tender already sent or submitted, this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

To amend or withdraw a bid that has already been submitted or submitted, a written statement is required, duly signed by the bidder or their representative. The purpose and scope of the amendments must be clearly stated. The withdrawal must be unconditional.

The withdrawal may also be communicated by fax, or via electronic means, provided that it is confirmed by registered letter deposited in the post or against acknowledgment of receipt at the latest the day before the deadline for receipt of offers.

When the offer is submitted via e-tendering, the modification or withdrawal of the offer is done in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

Thus, modifications to an offer which occur after the signing of the deposit report, as well as its withdrawal, give rise to the sending of a new deposit report which must be signed in accordance with paragraph 1.

The purpose and scope of the amendments must be clearly stated.

The withdrawal must be pure and simple.

Where the deposit report drawn up following the amendments or withdrawal referred to in paragraph 1 does not bear the signature referred to in paragraph 1, the amendment or withdrawal is automatically deemed null and void. This nullity only applies to the amendments or withdrawal and not to the offer itself.

3.4.6 Opening of offers

Tenders must be received by the contracting authority **no later than 10:30 a.m. on April 29, 2025**. The opening of tenders is public.

The opening session of the offers will take place at the address indicated above for the submission of offers at **11:00 a.m.**

3.4.7 Selection of bidders

3.4.7.1 Grounds for exclusion

The mandatory and optional reasons for exclusion are provided in the appendix to these special specifications.

By submitting its offer accompanied by the Single European Procurement Document (SEPD), the tenderer officially declares on its honour:

1° that he is not in one of the mandatory or optional exclusion cases, which must or may lead to his exclusion;

2° that it meets the selection criteria which have been established by the contracting authority in this contract;

The tenderer can either complete the attached DUME or generate their response on the website: <https://ec.europa.eu/tools/espd/filter>

The contracting authority will request the tenderer, if necessary, at any time during the procedure, to provide all or part of the supporting documents, if this is necessary to ensure the smooth running of the procedure. The tenderer is not required to submit supporting documents or other evidence when and to the extent that the contracting authority has the possibility of obtaining the relevant certificates or information directly by accessing a free national database in a Member State.

With the exception of the grounds for exclusion relating to tax and social security debts, the tenderer who finds himself in one of the mandatory or optional exclusion situations may prove on his own initiative that he has paid or undertaken to pay compensation in reparation for any damage caused by the criminal offense or fault, fully clarified the

facts and circumstances by actively collaborating with the investigating authorities and taking concrete technical, organizational and personnel measures to prevent a new criminal offense or misconduct.

In order to enable the contracting authority to verify the accuracy of the declaration on honour, the tenderer shall attach the following documents to its tender:

- **Declaration on honour relating to the reasons for exclusion**
- **Certificate of tax compliance**
- **Certificate of non-bankruptcy**
- **Extract from the criminal record of the company manager**
- **Certificate of regularity of social security contributions**

3.4.7.2 Selection criteria

The tenderer is also required to demonstrate, using the documents requested below, that it is sufficiently capable, both from an economic and financial point of view and from a technical point of view, to successfully complete this public contract.

Only offers from bidders who meet the selection criteria are taken into consideration to participate in the comparison of offers on the basis of the award criteria listed below, provided that these offers are regular.

3.4.7.3 Terms of examination of offers and regularity of offers

Before proceeding with the evaluation and comparison of tenders, the contracting authority examines their regularity.

Tenders must be prepared in such a way that the contracting authority can make its choice without entering into negotiations with the tenderer. For this reason, and in order to be able to judge the tenders on an equal footing, it is essential that the tenders fully comply with the provisions of the CSC, both formally and substantively.

Substantially irregular offers are excluded.

A substantial irregularity is one which is likely to give a discriminatory advantage to the tenderer, to cause a distortion of competition, to prevent the evaluation of the tenderer's offer or its comparison with other offers, or to render the tenderer's commitment to perform the contract under the conditions provided for non-existent, incomplete or uncertain.

The following irregularities are deemed to be substantial:

- 1° non-compliance with environmental, social or labor law, provided that such non-compliance is punishable by criminal law;
- 2° failure to comply with the requirements referred to in Articles 38, 42, 43, § 1, 44, 48, § 2, paragraph 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and by Article 14 of the law, insofar as they contain obligations with regard to tenderers;
- 3° failure to comply with the minimum requirements and the requirements which are indicated as substantial in the contract documents;
- 4° offers which do not include an original handwritten signature on the offer form

The Contracting Authority also declares null and void the tender which is affected by several non-substantial irregularities which, due to their accumulation or combination, are likely to have the same effects as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

Conflicts of interest - Tourniquet (Art. 51 AR 04/18/2017).

Without prejudice to Articles 6 and 69, paragraph 1, 5°, of the law, any situation in which a natural person who has worked for a contracting authority as an internal collaborator, whether in a hierarchical relationship or not, as a civil servant concerned, public officer or any other person linked to a contracting authority in any way whatsoever, subsequently intervenes in the context of a public contract awarded by that contracting authority and a link exists between the previous activities that the aforementioned person has carried out for the contracting authority and his or her activities in the context of the contract is considered a conflict of interest.

The application of the provision referred to above is however limited to a period of two years following the resignation of the said person or any other way of ending the previous activities.

3.4.7.4 Award criteria

The contracting authority will choose the regular offer that it considers to be the most economically advantageous, taking into account the following criteria:

ÿ Technical quality: 50% (assessed on the basis of the grid in appendix B)

- The price: 50%

3.4.7.5 Final rating

The ratings for the award criteria will be added together. The contract will be awarded to the tenderer who obtains the highest final rating, after the contracting authority has verified, with regard to this tenderer, the accuracy of the declaration on honour and provided that the check has demonstrated that the declaration on honour corresponds to reality.

3.4.7.6 Award of contract

The contract will be awarded to the tenderer who submitted the most economically advantageous regular offer.

It should nevertheless be noted that, in accordance with Article 85 of the law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority may either decide not to award the contract or repeat the procedure, if necessary using another method.

3.4.8 Conclusion of the contract

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract is concluded by notifying the selected bidder of the approval of its offer.

Notification is made via electronic platforms, by email or fax and, on the same day, by registered mail.

The full contract therefore consists of a contract awarded by Enabel to the tenderer chosen in accordance with:

- This CSC and its annexes;
- The successful bidder's approved offer and all its annexes;
- The registered letter notifying the award decision;

- Where applicable, any subsequent documents, accepted and signed by both parties.

For the sake of transparency, Enabel is committed to publishing a list of its contract awardees annually. By submitting their bid, the successful bidder agrees to the publication of the contract title, the nature and purpose of the contract, their name and location, and the contract amount.

4 Special contractual provisions

This chapter of this CSC contains the special clauses applicable to this public contract by way of derogation from the 'General rules for the execution of public contracts and public works concessions' of the Royal Decree of 14 January 2013, hereinafter 'RGE' or which supplement or clarify it. The articles indicated above (in parentheses) refer to the articles of the RGE. In the absence of any indication, the relevant provisions of the RGE are fully applicable.

Exceptions are mentioned in point 1.1 Exceptions to the general rules of execution.

4.1 Managing officer (art. 11)

The managing official will be communicated at the time of notification.

Once the contract is concluded, the managing official is the primary contact for the service provider. All correspondence and questions regarding the performance of the contract will be addressed to him, unless expressly stated otherwise in this CSC.

The managing official is responsible for monitoring the execution of the contract.

The managing official has full authority to monitor the execution of the contract, including the issuance of service orders, the preparation of minutes and inventory reports, the approval of services, progress reports and statements. He may order all modifications to the contract that relate to its subject matter and remain within its limits.

However, the following are not within its competence: the signing of amendments and any other decision or agreement involving a derogation from the essential clauses and conditions of the contract. For such decisions, the contracting authority is represented as stipulated in the point The contracting authority.

4.2 Subcontractors (art. 12 to 15)

Subcontracting is not permitted.

4.3 Confidentiality (art. 18)

The successful bidder and its employees are bound by a duty of confidentiality regarding the information they become aware of during the performance of this contract. This information may not under any circumstances be communicated to third parties without the written authorization of the contracting authority. The successful bidder may, however, mention this contract as a reference, provided that it truthfully indicates its status (e.g. 'in execution'), and provided that the contracting authority has not withdrawn this authorization due to poor performance of the contract.

The contractor undertakes to process the personal data communicated to it in response to this call for tenders with the greatest care, in accordance with the legislation on the protection of personal data (the General Data Protection Regulation, GDPR).

4.4 Intellectual rights (art. 19 to 23)

The contracting authority does not acquire the intellectual property rights arising, put into

point or used in the execution of the contract.

Without prejudice to paragraph 1 and unless otherwise provided in the contract documents, when the subject of the contract consists of the creation, manufacture or development of designs and models, distinctive signs, the contracting authority acquires the intellectual property, as well as the right to file them, have them registered and have them protected.

With regard to domain names created in connection with a contract, the contracting authority also acquires the right to register and protect them, unless otherwise provided in the contract documents.

4.5 Security deposit (art. 25 to 33)

For this market, the deposit is not applicable.

4.6 Compliance with execution (art. 34)

The services must comply in all respects with the contract documents. Even in the absence of technical specifications mentioned in the market documents, they meet the rules of the art in every respect.

The successful bidder undertakes to provide the contracting authority, upon request, with all supporting documents relating to the conditions of performance of the contract. The contracting authority may carry out any checks, on documents and on site, that it deems necessary to gather evidence of a presumption of unusual commercial expenses. The successful bidder who has paid unusual commercial expenses may, depending on the seriousness of the facts observed, have his contract terminated or be permanently excluded.

4.7 Changes to the contract (art. 37 to 38/19)

4.7.1 Replacement of the successful bidder (art. 38/3 1°)

The following review clause is provided:

§1 Scope of application: the clause may be applied in the event that the successful bidder is unable to continue performing the contract due to termination (art. 61, 62 or 62/1, °2 RGE) or implementation of an ex officio measure (art. 47 RGE).

§2 Nature of the modification: By way of derogation from Article 47, §2, °3 RGE, the contracting authority may, in all the aforementioned cases, immediately award a new contract on behalf of the subcontractor(s) of the successful bidder already engaged in the execution of the contract or to the tenderer ranked second, for all or part of the contract remaining to be executed, without initiating a new award procedure. This agreement will take the form of an amendment to the initial contract, to be concluded between the contracting authority and the new successful bidder.

§3 Conditions under which the review clause may be used:

Provided that it/they meet the selection criteria and the exclusion criteria set out in this document, and if it/they can meet the initial conditions of the contract, the contracting authority may conclude a contract on behalf of the successful tenderer's subcontractor(s) already engaged in the execution of the contract.

To this end, the contracting authority contacts the subcontractor(s) or their representative(s),

by asking him (them) if he (they) can meet the initial conditions of the market.

If the subcontractor(s) cannot meet the initial conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of tenders in the context of the

initial award procedure. If this is not the case, the contracting authority shall conclude a contract on behalf of the contracting authority as referred to in the second paragraph below.

If the contracting authority cannot or does not wish to make use of the possibility mentioned in the preceding paragraph, a contract on behalf of the tenderer may be concluded with the tenderer who was ranked second during the evaluation of the tenders in the initial award procedure, provided that it meets the selection criteria as well as the exclusion criteria set out in this document.

To this end, the contracting authority shall contact the second-placed tenderer or its representative to ask whether it agrees to maintain its tender. If the said tenderer agrees unreservedly, the contracting authority shall proceed to award and conclude the contract.

Where the tenderer concerned does not agree to the maintenance of the conditions of its initial tender or where the amended tender does not remain economically the most advantageous on the basis of the evaluation of tenders in the initial award procedure (after exclusion of the initial successful tenderer), the contracting authority:

1° or successively addresses, in order of ranking, the other regular tenderers. In this case also, the contracting authority contacts the tenderer concerned or his representative to ask him if he agrees to maintain his tender. If this tenderer agrees unreservedly, the contracting authority proceeds to award and conclude the contract.

2° either simultaneously requests all other regular bidders to review their offer on the basis of the initial market conditions, and awards and concludes the contract based on the offer which has become the most economically advantageous.

In any event, the contracting authority shall ensure that the verification of the absence of grounds for exclusion and compliance with the selection criteria is carried out in an impartial and transparent manner, either as part of the initial award procedure or when concluding the contract on behalf of the contracting authority, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements for qualitative selection may, where appropriate, be adapted in proportion to the remaining part of the contract, if the contract on behalf of the contracting authority is concluded for only part of the contract remaining to be performed.

The contract for account will be concluded by means of an amendment to the initial contract, which will be signed by the contracting authority and the new successful bidder. If the contract has already been partially executed, this amendment will indicate precisely all the parts of the contract that still need to be executed. The amendment will also indicate all the conditions modified compared to the initial offer of the initial successful bidder and compared to the initial offer of the new successful bidder. If necessary, the amendment will indicate the method of applying the initial conditions to the rest of the contract. All other conditions set out in the contract documents (the specifications and the initial offer of the initial successful bidder or the new successful bidder) remain applicable without modification.

If a contract for account is concluded, a copy of the amendment relating to the contract to be concluded is, by way of derogation from Article 47, §3, third paragraph, of the RGE, sent to the initial successful bidder by email. If, following the application of an ex officio measure (Article 47 RGE), the price

If the new contract concluded on behalf exceeds the price of the initial contract, the initial successful bidder bears the additional costs.

4.7.2 Price revision (art. 38/7)

For this contract, a price review is planned at the time of renewal in accordance with the provisions of the Insurance Code. The tenderer will attach to its offer the ranges of the loss/premium ratio and the adjustment rate applicable for each insurance.

4.7.3 Compensation following suspensions ordered by the adjudicator during execution (art. 38/12)

The contracting authority reserves the right to suspend the execution of the contract for a given period, in particular when it considers that the contract cannot be executed without inconvenience at that time.

The deadline for performance is extended by the amount of the delay caused by this suspension, provided that the contractual deadline has not expired. When this deadline has expired, a reduction in the fine for late performance will be granted.

When the services are suspended, on the basis of this clause, the successful bidder is required to take, at its own expense, all necessary precautions to protect the services already performed and the materials from damage that may result from adverse weather conditions, theft or other malicious acts.

The successful bidder is entitled to damages for suspensions ordered by the adjudicator when:

- the suspension exceeds in total one twentieth of the execution period and at least ten working days or fifteen calendar days, depending on whether the execution period is expressed in working days or calendar days;
- the suspension is not due to adverse weather conditions;
- the suspension takes place within the time limit for execution of the contract.

Within thirty days of their occurrence or of the date on which the successful bidder or the contracting authority should normally have been aware of them, the successful bidder shall report the facts or circumstances succinctly to the contracting authority and describe precisely their impact on the progress and cost of the contract.

4.7.4 Unforeseeable circumstances

The successful bidder is not entitled in principle to any modification of the contractual conditions for any circumstances to which the contracting authority had no influence.

A decision by the Belgian State to suspend cooperation with the partner country is considered to be unforeseeable circumstances within the meaning of this article. In the event of a break or cessation of activities by the Belgian State which therefore involves the financing of this contract, Enabel will implement reasonable means to agree on a maximum amount of compensation.

4.8 Prior technical acceptance (art. 42)

The contracting authority reserves the right at any time during the mission to request an activity report from the service provider (meetings held, people met, institutions visited, summary of results, problems encountered and unresolved problems, deviation from the schedule and deviations from the ToR, etc.).

4.9 Terms of execution (art. 146 es)

4.9.1 Time limits and clauses (art. 147)

The period of execution begins on the date mentioned in the notification of award sent to the contractor (see point 2.5 "Duration of the contract").

The purchase order or notification of incorporation/withdrawal is sent to the service provider either by registered mail, by email, or by any other means allowing the date of dispatch to be determined with certainty.

Subsequent exchanges of correspondence relating to the purchase order (and the performance of the services) follow the same rules as those provided for sending the purchase order whenever a party wishes to obtain proof of its intervention.

In the event of manifestly incorrect or incomplete wording of the purchase order preventing any execution of the order, the service provider shall immediately notify the ordering department in writing so that a solution can be found to enable the normal execution of the order. If necessary, the service provider shall request an extension of the deadline for the execution of the services under the same conditions as those provided for in the event of late receipt of the purchase order.

4.9.2 Place where services are to be performed and formalities (art. 149)

See the terms of reference.

4.10 Verification of services (art. 150)

If any anomalies are found during the performance of the services, this will be immediately notified to the successful bidder by fax or e-mail, which will then be confirmed by registered letter. The successful bidder is required to repeat the services performed in a non-compliant manner.

The service provider notifies the managing official by registered mail or electronic mail, ensuring the exact date of dispatch, on which date the services can be checked.

4.11 Liability of the service provider (art. 152-153)

The service provider assumes full responsibility for any faults and shortcomings presented in the services provided.

Furthermore, the service provider guarantees the contracting authority against damages which it owes to third parties due to the delay in the performance of the services or the failure of the service provider.

4.12 Means of action of the Contracting Authority (art. 44-51 and 154-155)

The service provider's default is not assessed solely in relation to the services themselves, but also in relation to all of its obligations.

In order to avoid any impression of risk of bias or collusion in the monitoring and control of the execution of the contract, the service provider is strictly prohibited from offering, directly or indirectly, gifts, meals or any other material or immaterial advantage, whatever its value, to the employees of the contracting authority concerned.

directly or indirectly by monitoring and/or controlling the execution of the contract, regardless of their hierarchical rank.

In the event of an infringement, the contracting authority may impose on the service provider a fixed penalty per infringement of up to three times the amount obtained by the sum of the (estimated) values of the advantage offered to the employee and the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will have sole discretion over the application of this penalty and its amount.

This clause does not prejudice the possible application of other ex officio measures provided for in the RGE, in particular the unilateral termination of the contract and/or the exclusion of the contracting authority from contracts for a fixed period.

4.12.1 Failure to perform (art. 44)

§1 The successful bidder is considered to be in default of performance of the contract:

1° when the services are not performed under the conditions defined by the contract documents;

2° at any time, when the services are not continued in such a way that they can be fully completed on the dates set;

3° when it does not follow the written orders validly given by the contracting authority.

§ 2 All breaches of contract clauses, including failure to comply with the orders of the contracting authority, shall be recorded in a report, a copy of which shall be sent immediately to the successful bidder by registered letter.

The successful bidder is required to remedy its breaches without delay. It may assert its defenses by registered letter addressed to the contracting authority within fifteen days following the day determined by the date of dispatch of the report. Its silence is considered, after this period, as an acknowledgment of the facts noted.

§ 3 Any breaches noted in its charge make the successful bidder liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.12.2 Fines for delay (art. 46 and 154)

Fines for late payment are independent of the penalties provided for in Article 45. They are due, without formal notice, upon the expiry of the deadline for performance without the production of a report and are applied automatically for all days of delay.

Notwithstanding the application of fines for delay, the successful bidder remains liable to the contracting authority for any damages which the latter may, where applicable, owe to third parties due to the delay in the performance of the contract.

4.12.3 Ex officio measures (art. 47 and 155)

§ 1 Where, upon expiry of the period indicated in Article 44, § 2, for asserting its means of defense, the successful tenderer has remained inactive or has presented means deemed unjustified by the contracting authority, the latter may resort to the ex officio measures described in paragraph 2.

The contracting authority may, however, resort to ex officio measures without waiting for the expiry of the period indicated in Article 44, § 2, when the successful tenderer has previously expressly acknowledged the breaches noted.

§ 2 The ex officio measures are:

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1° unilateral termination of the contract. In this case, the entirety of the security deposit or, failing its provision, an equivalent amount, is automatically acquired by the contracting authority as fixed damages. This measure excludes the application of any fine for late performance for the terminated part;

2° the execution by management of all or part of the unexecuted contract;

3° the conclusion of one or more contracts on behalf of one or more third parties for all or part of the contract remaining to be executed.

The measures provided for in paragraphs 1, 2° and 3° are applied at the expense, risk and peril of the defaulting successful bidder. However, the fines and penalties which are applied during the execution of a contract on behalf shall be borne by the new successful bidder.

4.13 End of the contract

4.13.1 Receipt of services performed (art. 64-65 and 156)

The contracting authority has a verification period of thirty days from the date of the total or partial completion of the services, noted in accordance with the terms set out in the contract documents, to carry out the acceptance formalities and notify the service provider of the result. This period begins provided that the contracting authority is, at the same time, in possession of the list of services provided or the invoice. At the end of the thirty-day period following the date set for the completion of all the services, a report of acceptance or refusal of acceptance of the contract shall be drawn up, as appropriate.

When the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter and to request, at the same time, that the acceptance be carried out. Within thirty days following the day of receipt of the request from the service provider, a report of acceptance or refusal of acceptance shall be drawn up, as appropriate.

4.13.2 Billing and payment for services (art. 66 to 72 -160)

The successful bidder sends the invoices (in a single copy) and the contract acceptance report (original copy) to the following address:

M. Oumarou SADOU

(E-mail: oumarou.sadou@enabel.be) _____

RHO

Enabel Representation

Quartier Issa Béri, Rue IB-40, BP 12 987, Niamey, Niger

Only services performed correctly may be invoiced.

Payment is made exclusively by bank transfer to the account indicated in the offer.

Payment of the amount due to the service provider must be made within the payment period of thirty days from the end of the verification period or from the day after the last day of the verification period if this period is less than thirty days. And provided that the contracting authority is, at the same time, in possession of the duly established invoice

Where the contract documents do not provide for a separate declaration of claim, the invoice constitutes a declaration of claim.

The invoice must be made out in EURO and or its equivalent in CFA francs (XOF).

Payment will be made by bank transfer to the account indicated in the offer.

4.14 Disputes (art. 73)

All disputes relating to the execution of this contract shall be settled exclusively by the competent courts of the judicial district of Brussels. The common language is French or Dutch.

The contracting authority shall not be liable in any way for damage caused to persons or property that is a direct or indirect consequence of the activities necessary for the performance of this contract. The successful tenderer shall indemnify the contracting authority against any claim for damages by third parties in this regard.

In the event of a "dispute", i.e. legal action, correspondence must (also) be sent to the following address:

Belgian Development Agency - Enabel
Legal Unit of the Logistics and Purchasing Department (L&A)
To the attention of Mrs. Inge Janssens
Rue Haute 1471000, Brussels, Belgium

5 Terms of Reference

5.1 Item 1: INDIVIDUAL ACCIDENT INSURANCE

General presentation

As part of its social policy towards its staff, Enabel Niger has taken out an insurance contract called "Individual accident"

The workforce concerned

Individual Accident Insurance will apply to all Enabel Niger staff under local contract and to the Embassy of the Kingdom of Belgium in Niger. The current workforce, which is subject to change during the year, is 130 employees (130 employees as of January 1, 2025) under local contract.

The extent of insurance

The insurance must cover, up to 20,000,000.00 XOF (20,000,000 for death and 20,000,000 for disability) capital guaranteed per insured:

- Accidental Death: accidental death insurance coverage guarantees the payment to beneficiaries of a capital sum, the amounts of which are fixed in advance, in the event of the death of the Insured, whatever the cause of the accident, regardless of the location, circumstances or means (transport, etc.) by which this cause occurred.
- Total and Permanent or Partial Disability: This guarantee aims at the payment, by the Insurer and in advance, of the capital guaranteed for Accidental Death, in the event of Total and Permanent Disability of the Insured whatever the cause of the accident, regardless of the place, the circumstances or the means (transport, etc.) by which this cause occurred. The Insured is considered to be suffering from Total and Permanent Disability if before the age limit provided for in the Insurer's special conditions, following illness or accident, he is recognized as permanently incapable of engaging in any occupation or work providing him with gain or profit.

The conditions of the service

For operational efficiency reasons, the management of the insurance contract must be carried out directly by the insurance company that concluded the contract with Enabel Niger.

Files will be opened upon receipt of a letter or email declaration from Enabel. The review, including (possibly) an investigation into admissibility, as well as the decisions necessary for managing the file (refusal of support, granting, or other) will be made as soon as reasonably possible.

The Insurer will immediately notify any refusal to cooperate by a member of Enabel staff.

The insurer will pay directly to the victim or, following death, to their beneficiaries.

Franchise

Nothing.

5.2 Item 2: HEALTH INSURANCE

5.2.1 PURPOSE OF THE INSURANCE

This service essentially consists of:

- in health insurance coverage for the staff of Enabel Niger and the Belgian Embassy in Niger. This insurance must also provide the same coverage to all legal beneficiaries of each member. By beneficiary, it is understood the spouse as well as legitimate, natural children recognized. The guarantee is acquired in Africa and Europe within the limits described.

Staff of Enabel Niger and the Belgian Embassy in Niger are understood to mean persons hired under a 'local contract' (signed by the Resident Representative of Enabel Niger or the Ambassador of the Kingdom of Belgium).

5.2.2 RECURSION ACTIONS

The insurer may only take action against the policyholder for reimbursement of the sums that he had to pay or set aside in the following cases:

- Omission or intentional inaccuracy in the description of the risk at the conclusion of the contract;
- Omission or intentional inaccuracy in the description of the risk being
CONTRACT ;
- Intentionally inaccurate or incomplete declaration of the number of persons concerned;
- Non-payment of the premium in accordance with legal provisions;

5.2.3 INSURED PERSONS and BENEFICIARIES

Based on the numbers mentioned in **Table 1** below, "Insured - beneficiary":

The persons individually designated by Enabel including their beneficiaries, as defined in Table 1, provided by Enabel.

Unless expressly exempted by amendment, beneficiaries reaching the age limit below are automatically excluded:

- For Adults: 60 years old, in all cases and until December 31 of the year retirement admission.
- For Children: over 21 years old, and extended until 25 years old upon presentation of a authenticated school certificate.

INCORPORATION / WITHDRAWALS OF BENEFICIARIES DURING THE YEAR

Notices of incorporation and withdrawal are sent to the Insurer as they occur; the guarantee begins or ends at noon the day after the day the notice is received by the Insurer.

Table 1: STAFF

Entities	Distribution of insured persons	
	Insured	Rights holders
Enabel employees	116	575
EMBASSY Employees	14	32
Total	130	607

5.2.4 Territorialite

Services will be performed in Niger, throughout the territory and outside Niger within the limits described in the event of medical evacuation.

5.2.5 GUARANTEES

Health insurance covers at least medical and treatment costs following illnesses, accidents and maternity (including medical evacuation, repatriation of bodies and assistance) and within the limit of an annual ceiling per family as summarized in Table 2 below at a rate of 90%, excluding occupational risks governed by the law on accidents at work and occupational diseases.

Regarding medical evacuation, repatriation of bodies and assistance, it covers **(03) three** unnamed persons among the staff of Enabel and the Belgian Embassy in Niger. Reimbursement is made up to XOF **10,000,000** per person per year. It is subject to prior authorization from the Company's Medical Advisor.

Through the assistance guarantee, the Insurer covers, within the limit of the guaranteed capital:

- Medical transport;
- Support from a close relative;
- Advance payment of medical expenses outside the country of residence (this advance is made on the basis of a provision made by the Insurer);
- Return to the country of residence;
- Transport and repatriation of bodies in the event of death.

GUARANTEES	AFRICA (French-speaking Africa Maghreb)	And	EUROPE (France Belgium)	And
Medical Evacuation, Repatriation of bodies and Assistance: It is granted to 03 unnamed people among the staff of Enabel and Embassy of	All limited to 10,000,000 XOF		All limited to 10,000,000 XOF	

Belgium in Niger.		
- Care and Assistance abroad	100% of actual costs	100% of actual costs
- Round-trip ticket	100% of actual costs	100% of actual costs
- Repatriation of body in case of death	100% of actual costs	100% of actual costs

In addition, the bidder will present a complete list of approved healthcare providers throughout the country, primarily in Enabel Niger's intervention areas. Particular attention will be paid to the capital cities of Niger's eight regions.

**Table 2: SCALE OF REIMBURSEMENT OF MEDICAL AND MEDICAL EXPENSES
TREATMENT FOLLOWING ILLNESS AND MATERNITY FOR THE
90% COVERAGE**

HEALTH BENEFITS SCALE			
ANNUAL CEILING PER FAMILY = 4,000,000 XOF per Beneficiary			
GEOGRAPHICAL EXTENT		NIGER	
AMBULATORY CARE AND HOSPITAL	RATE		CEILINGS
		Remb	
General Practitioner Consultation		100 %	5000 XOF
Specialist Consultation		100 %	10,000 XOF
Pharmaceutical & Product Fees		90 %	Actual costs
Vitamins		90 %	Actual costs, hospitalization cases, malaria and pregnant women
Radiology & Imaging		90 %	Actual costs
Biological Analyses		90 %	Actual costs
Specialty acts		90 %	Actual costs
Cost of preventive treatments (All vaccines for children under 5 years old)		90%	Actual costs
HOSPITALISATION			
Medical & surgical treatment costs		90 %	Actual costs
Minor Surgery/Care		90 %	50,000/case (Stitching, ablation, incision, etc.)
including room charges / day		90 %	25000 XOF

MATERNITY			
Pre & Post Natal Assessment and Costs		90 %	Actual costs
Ultrasound		90 %	5000 XOF/cas
Simple Childbirth,			150,000 XOF
Twin Birth		90 %	150,000 XOF
Surgical delivery		90 %	500,000 XOF
TRANSPORT			
Ambulance or SAMU		90 %	25000 XOF
PHYSIOTHERAPY / MASSAGE / REEDUCATION		90%	Make 5000 XOF 150,000/Person/Year
OPTICAL			
Fees and Care		90 %	Limited to 250,000 XOF
Glasses (once every 2 years) & Frames		90 %	250,000 XOF Calculated as follows: - 150,000 XOF for the Enabel agent - 100,000 XOF for the rest of the family
DENTISTRY			
Conservative Care and Dental X-rays		90 %	150.000 XOF/pers/an
Dental prosthesis		90 %	200.000 XOF/ pers/an
Child orthodontics - 12 years old		90%	150,000 XOF/child
NON-DENTAL PROSTHESIS		90 %	300.000 XOF/pers
CANCER		100 %	1,000,000 XOF per drill/year
MEDICAL EVACUATION + ASSISTANCE (only for 3 people)		100 %	10,000,000 XOF/CAS
CARE ABROAD		100 %	

5.3 Item 3: AUTO INSURANCE

General presentation

Enabel Niger has taken out an automobile insurance contract with an experienced insurance company for good protection of its rolling stock.

The vehicles concerned

Automobile insurance will cover all Enabel Niger rolling stock (See Appendix A).

The extent of insurance

(a) Civil liability

The insurance must cover the civil liability incumbent on Enabel following an accident caused by the **insured vehicle**.

The various vehicles belonging to Enabel and an insured person which are insured with the same insurer will be considered third parties between them.

In the event of a claim, the insurer will be required to provide Enabel with details of the compensation awarded to the opposing party.

Deductible: None

b) Legal Protection

In the event of an accident involving the insured vehicle, the insurance covers:

ÿ Criminal defense

The criminal defense of the insured whenever he is prosecuted for:

- ÿ violations of laws and regulations relating to road traffic policing;
- ÿ involuntary homicide or injury.

ÿ Civil defense of the insured person

- ÿ When it is the subject of a claim for compensation and does not benefit from civil liability insurance which covers its defense,
- ÿ When it is the subject of an appeal by its insurance company for recovery of sums paid to a third party.

ÿ Appeal

The defense of the insured's rights in order to obtain, amicably or in court, compensation from the person responsible on the basis of extra-contractual liability.

ÿ Insolvency

Payment to the insured of the compensation awarded to him by the court if the person responsible is identified and declared insolvent, less the excess.

This defense consists of the payment of investigation, expert appraisal, legal and procedural costs before the courts of Niger and ECOWAS. The insurer must also cover the reimbursement of travel and accommodation expenses required by the legally prescribed and ordered appearance of an insured as a defendant before a court of an ECOWAS member country.

Insured :

- The policyholder • The owner • The driver (third-party insured vehicles include driver protection)
- Passengers (include in all cases, passenger protection)

Amount of the guarantee

20,000,000.00 XOF per claim. This condition limits the insurer's guarantee for bodily injury, which is unlimited, and for cases of vehicles insured under comprehensive insurance, the compensation due is proportional to the value of the insured vehicle in the event of damage to the vehicle.

The conditions of the service

For operational efficiency, the management of the insurance contract must be handled directly by the insurance company that signed the contract with Enabel Niger (with the assistance of a broker if necessary, but not essential).

5.4 Item 4: BUILDING INSURANCE**5.4.1 PURPOSE OF THE INSURANCE**

The insurance covers the whole and generality:

1 - buildings and constructions of all kinds, facilities, annexes, outbuildings, dependencies, etc. including all their fittings, fixtures and various installations considered as buildings by nature and/or purpose, and necessary for the activities of Enabel Niger;

2 - content in the broadest sense: fixed or mobile materials, equipment of all kinds, tools, computer, electronic, telecommunications, testing, security, lifting and handling materials and equipment, transformers, and necessary for activities;

3 - transmitters and various materials, beacons and in general all materials, equipment, machines necessary for the activities of Enabel Niger;

And this wherever necessary and without the need for a more extensive description.

5.4.2 TECHNICAL DESCRIPTION OF THE RISK

General Description	Residence on the plateau
Monthly rent	5,300,000 CFA francs /month
Surface	1,000 m2 on R+2
Construction Roofing	Concrete reinforcement + concrete blocks
Facilities	Parking 6 places Pool
Electricity	2 Generators of 85 Kva each

	Grounding
Fire Prevention	Sufficient number of fire extinguishers
Theft Prevention	Solid and/or glass doors with security lock
	Unprotected glass doors and windows.
	24/7 Security Company

Furthermore, it is specified that Enabel Niger uses premises made available by different ministries of the Nigerian State.

5.4.3 BUILDING CONTENTS (ALL EQUIPMENT)

The detailed list of equipment (equipment designation, characteristics, acquisition date, acquisition value) will be accessible by email via the **contact point mentioned in point 3.3 of this CSC.**

5.4.4 SCOPE OF WARRANTIES

A - Fire and related risks (lightning, explosion, lightning, smoke, vapors, fumes)

- Building, Development, Embellishments
 - Furniture, fittings, office equipment, office automation in goods or on lease including safety and emergency equipment
- Recourse by neighbors and third parties
 - Indirect Losses at 10%
 - Fees - Miscellaneous Losses at 10%
- Loss of use, disturbance of enjoyment and additional rent
- Financial losses on developments and improvements
- Reconstruction of models, drawings and archives
- Fees for decorators, design offices, inspection and engineering
- Travel and relocation expenses
- Excavation and demolition costs
- "All Construction Risks" insurance premium for reconstruction after a disaster
- Expert fees
- Damage to electrical appliances
- FANAF Clause 2 – 2005: Within the limit of 50% of the capital insured on buildings and contents and 25% for other damages, the insurer guarantees the following events:
 - Natural Disasters
 - Storms, Hurricanes, Waterspouts, Tornadoes, Cyclones, Hail including the impact of objects thrown or knocked over by one of these events;
 - Strikes, riots, popular movements, acts of vandalism and malicious acts; • Attacks including terrorism and sabotage;
 - Falls of air navigation devices, special equipment;
 - Breaking the sound barrier;
 - Impacts from motorized land vehicles or animals.

B – Vol

- Furniture, equipment
- Cash, precious metal objects and valuables locked in a safe
- Property Damage
- Temporary closing costs and security
- Material damage resulting from theft or attempted theft committed with breaking and entering of premises, violence or threats, or by staff provided that the identity of the culprit is established and a complaint is filed;
- The guarantee must provide for compensation for acts of vandalism and malicious acts committed during theft or attempted theft;
- No provision may exclude isolated premises and/or premises with irregular occupation.

C - Water Damage

The Insurer guarantees direct material damage caused to the insured property by accidental water leaks resulting from the following events:

- The flow, penetration or infiltration due to rupture, cracking, overflow or clogging of water from all non-underground hydraulic pipes and their drainage pipes, gutters or rainwater drainage pipes both inside and outside the building;
- all fixed water, steam or heating devices;
- Rainwater infiltration through the building's roofs, terraces and glass skylights;
- Damage resulting from the occurrence in a neighboring building or apartment of one of these same perils;
- Leak detection costs.

D - Broken glass and sanitary appliances

The Insurer guarantees the costs required for the replacement of windows, display windows and shop fronts, interior/exterior glass, glass doors, glass partitions, mirrors, shelves, racks, shelves, illuminated signs and plexiglass, as well as:

- Fencing costs or temporary sealing and temporary security costs;
- Fees for renewal of registrations, paintings, decorations and engravings.
- Compensation for damage is without limitation of area;
- The guarantee is extended to damage and deterioration resulting from these breakages or caused by splinters to the contents and the insured building.

E – All IT Risks

The Insurer guarantees, under All Risks, direct material damage caused to office and IT equipment, as well as:

- The costs of reconstituting the information contained in the insured media;
- Additional operating costs incurred in order to limit the reduction in the insured's activity must be guaranteed up to a fixed capital (guarantee on the 1st risk on an annual basis),
- Coverage in all Enabel Niger premises and buildings, including:
 - while it is active or at rest.
 - during dismantling, moving and reassembly operations required for their maintenance, inspection, overhaul or repair.
- Coverage of equipment deemed fixed extended to cases of occasional transport between the different buildings and headquarters of the subscriber, as well as during occasional trips required for the maintenance or repair of said equipment.
- Portable equipment coverage is provided worldwide, including burglary and theft during transport.

F – Machinery breakdown

The Insurer guarantees direct material damage caused to the generator sets as well as express transport costs for spare parts.

G – Civil Liability for Business Owners

The insurer guarantees the financial consequences of contractual and extra-contractual civil liability, which Enabel Niger may incur, under private law and/or public law, due to bodily injury, material damage and immaterial damage caused to Third Parties as a result of its activities which consist of financing, co-management and assistance in projects in the following sectors:

- Health
- agriculture

The insurance takes effect for the Insured's establishments located in NIGER.

The guarantees apply worldwide, except for the USA and Canada, it being specified that the guarantee remains valid in these countries due to staff on assignment or undertaking professional internships.

• The insured is:

• the subscriber, its legal representatives, its parent company and its shareholders, its directors, managers, projects, delegations wherever necessary, its schools and training centers, the EIGs and/or other similar groups, committees, associations and/or groups having links or a relationship with the subscriber, its legal or de facto employees when they are in the exercise of their functions, job applicants, paid or unpaid interns, temporary workers, unpaid employees, voluntary helpers as well as any natural or legal person for whom the Insured would be civilly liable;

• any structure where Enabel Niger holds a stake greater than 50%;

ÿ subcontractors as well as all persons, companies, organizations, groups, committees, schools, and others, for which the subscriber could be held responsible without it being necessary to provide a broader description.

• **insurers agree to grant third party status:**

ÿ The Insured are considered third parties among themselves.

ÿ It is specified that the Insured's agents will be considered third parties, under the terms of the contract, if they are entitled to exercise recourse against the Insured and/or his agents under common law.

ÿ To the Insured's customers and suppliers without opposing to them, at any time, a legal link existing or which may exist between them;

ÿ to all persons, owners or tenants giving temporary use to the Insured of various installations and properties, furniture, equipment, various tools or any equipment, with or without a legal link between them. Insurers waive, in the event of a claim, the right to oppose the guarantee to claims submitted by the Insured;

ÿ To the members of the Insured's Board of Directors, as well as to the members of its various committees and councils who are not employees of the company.

• **Waiver of recourse:**

The Insurer waives any recourse it may be entitled to exercise in the event of a claim against:

ÿ The Insured, which is Enabel Niger, its projects, its parent company, affiliates, administrators, limited partners, directors and employees and, in general, any natural or legal person for whom the Insured would be civilly liable, as well as against clients, visitors, trainees and apprentices,

ÿ Any natural or legal person, organization, group, administration, towards whom the Insured has contractually or by obligation waived all recourse,

ÿ Companies or Groups created by or for the Insured's staff and, in particular, Organizations and Institutions of a social, cultural, educational or sporting nature, Cooperatives, etc., as well as the Works Council or the Establishment Committee, all staff representative bodies,

ÿ Companies or individuals operating company restaurants, as well as employees of said Companies or individuals,

ÿ Third parties towards whom the Insured have undertaken to obtain a waiver of recourse from the Insurer, subject to reciprocity.

ÿ The body that owns the buildings when they are subject to a lease and/or leasing contract.

ÿ In the event of malicious intent, the Insurer will retain its rights of recourse against those responsible for the loss.

• **Scope of guarantees**

• Civil liability incurred due to bodily injury, material or immaterial damage occurring from the moment when the goods sold and/or delivered and/or the services rendered by Enabel Niger, at the origin of the damage, have been the subject of an effective delivery or handover, since this delivery or handover gives the new holder full legal power to use them, whether or not there is a sale with retention of title.

• Professional civil liability incurred by Enabel Niger in the context of the declared activities and resulting from faults, errors, omissions, negligence, committed in the execution of obligations arising from a contract and/or a legal obligation.

• Civil liability incurred by Enabel Niger due to damage or loss to goods entrusted to it by customers or third parties.

• Civil liability for operation and building owner and all liabilities other than those defined above.

• Criminal protection and remedies:

a) Criminal protection: the insurer undertakes to defend Enabel Niger when it is summoned to appear before a criminal court for an offense or violation of laws and regulations, following guaranteed damages.

b) Recourse: the insurer undertakes to exercise, amicably or legally, any recourse against the author of damage suffered by Enabel Niger and which would have been guaranteed by this contract if it had been caused by it.

The insurer will cover the fees and costs of investigation, expert appraisal, legal counsel, and proceedings before any Belgian or foreign court. The policyholder is free to choose the lawyer, expert, or any other person with the qualifications required by the law applicable to the proceedings.

The insurer will also cover, upon production of supporting documents, the reimbursement of travel costs by public transport and accommodation costs required by the legally prescribed and ordered appearance of an insured person as an accused before a foreign court.

• **Scope of guarantees**

The guarantees defined above apply in particular, without this list being limiting, to damages resulting from the fact:

• of the insured and the subscriber;

• staff seconded to other companies and in particular subsidiaries;

• subcontractors, it being specified that this policy does not guarantee the personal civil liability of said subcontractors and that the Insurer retains its right to recourse against them in the event that its guarantee is called upon to apply; however, with regard to subsidiaries and Companies in which the Insured holds a stake, recourse will only be made within the limit of the guarantees conferred by their Civil Liability policy;

• the Insured's participation in fairs, congresses, exhibitions, etc.;

• any guests and participants, including speakers, at evenings, inaugurations, receptions, etc., said persons being third parties to each other;

• movable or immovable property, of which the Insured is the owner, tenant, occupant, depositary, guardian or holder in any capacity whatsoever, regardless of its purpose;

• the organization of documentary, recreational or other meetings, for the benefit of staff or guests;

• vehicles, even automobiles, of which the Insured has no custody, following damage caused by his employees, even those not in possession of a driving license, during the movement of said vehicles over the distance necessary to remove an obstacle to the exercise of the profession;

It is specified that this guarantee does not apply to damage suffered by the vehicles of the Insured's employees.

• and, in general, of all operations relating directly or indirectly to the activities of the Insured.

• Specific warranty extensions to be provided

• Damage to the environment

• Need for Service / Motor Land Vehicles

• Professional trials and internships

• Special civil liability provisions

• Waiver of recourse against all natural or legal persons having the status of insured under this contract, and their insurers.

• Automatic reconstitution of the guarantee up to, per financial year, one time the annual guarantee

After each Claim, the insured amount is automatically reduced, until the annual due date following the date of the Claim, by the amount of compensation due for that Claim.

The reinstatement of the guarantee will take place automatically (from the day after ZERO HOURS after the date of the Loss) even if the Loss is discovered after expiry of the insurance period during which it occurred.

This automatic reconstitution is granted, for each year, up to the limit of once the capital initially insured, by means of payment of a premium proportional to the capital to be reconstituted and to the time remaining from the reconstitution date to that of the next due date.

• Payment of compensation

Payment of compensation must be made within forty-five days of either the amicable agreement or the enforceable court decision. This period, in the event of opposition, only runs from the day of the release.

If a dispute arises over the amount of compensation, a deposit equal to 50% of the Insurers' proposal would be paid to the Subscriber within 15 days of said proposal.

• **Special provisions for damage guarantees**

• The repeal of the proportional rule provided for in Article L19 of the CIMA Code. The insurer undertakes to accept the amounts to be insured indicated as being sufficient or to have them appraised at its expense by a firm of expert architects approved by the policyholder;

• New Value Guarantee on buildings and contents (excluding goods) up to a limit of 25% obsolescence.

• Automatic guarantee on investment (buildings/equipment) up to 50 million CFA francs, without prior declaration.

• Automatic reconstitution of the guarantee up to, per exercise, one time the annual guarantee: after each Claim, the sum insured is automatically reduced, until the annual deadline following the date of the Claim, by the amount of the compensation due for this Claim.

The reinstatement of the guarantee will take place automatically (from the day after ZERO HOURS after the date of the Loss) even if the Loss is discovered after expiry of the insurance period during which it occurred.

This automatic reconstitution is granted, for each year, up to the limit of once the capital initially insured, by means of payment of a premium proportional to the capital to be reconstituted and to the time remaining from the reconstitution date to that of the next due date.

• Payment of compensation

Payment of compensation must be made within thirty days of either the amicable agreement or the enforceable court decision. This period, in the event of opposition, only runs from the day of the release.

If a dispute arises over the amount of compensation, a deposit equal to 50% of the Insurer's proposal would be paid to Enabel Niger within 15 days of said proposal.

5.4.5 GENERAL REMARKS

A. For all guarantees subscribed, including warranty extensions:

• no reference may be made to the concept of serious misconduct;

• the bidder cannot link his offer to the performance by the buyer assurances of any measures.

B. Your price discount will take into account the total absence of claims.

It will include the various rates applied for each guarantee. These rates must apply to all future capital changes or new sites.

6 Forms

6.1 Identification forms¹⁰

6.1.1 Private/public law entity with a legal form

To fill out the form, please click here: [https://](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:3b918624-1fb2-4708-9199-e591dcdfe19b)

documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:3b918624-1fb2-4708-9199-e591dcdfe19b

OFFICIAL NAME ¹¹		
TRADE NAME (if different)		
ABBREVIATION		
LEGAL STATUS		
TYPE	FOR PROFIT	
ORGANIZATIONAL	NON-PROFIT	NGO ¹² YES NO
MAIN REGISTRY NUMBER ¹³		
SECONDARY REGISTRY NUMBER (if applicable)		
PLACE OF MAIN REGISTRATION CITY		PAYS
DATE OF MAIN RECORDING		JJ MM AAAA
VAT NUMBER		
ADDRESS DU SIEGE SOCIAL		
CODE POSTAL	MAILBOX	WOULD
PAYS		PHONE
E-MAIL		
DATE	CACHET	
SIGNATURE OF THE REPRESENTATIVE ALLOWED		

¹⁰ Form to be completed depending on whether the bidder is a legal entity or a natural person.

¹¹ National name and its translation into EN or FR, where applicable.

¹² NGO = Non-governmental organization, to be completed for non-profit organizations.

¹³ The registration number in the national business register. See the table of corresponding names by country.

6.1.2 Public law entity¹⁴

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:c52ab6a5-6134-4fed-9596-107f7daf6f1b>

OFFICIAL NAME ¹⁵	
ABBREVIATION	
MAIN REGISTRY NUMBER ¹⁶	
SECONDARY REGISTRY NUMBER (if applicable)	
PLACE OF MAIN REGISTRATION CITY	PAYS
DATE OF MAIN RECORDING	JJ MM AAAA
VAT NUMBER	
OFFICIAL ADDRESS	
CODE POSTAL	MAILBOX
PAYS	PHONE
E-MAIL	
DATE	CACHET
SIGNATURE OF THE REPRESENTATIVE ALLOWED	

¹⁴ Public-law entity WITH LEGAL PERSONALITY: a public-law entity capable of representing itself and acting in its own name, i.e., capable of taking legal action, acquiring and disposing of property, and entering into contracts. This legal status is confirmed by the official legal act establishing the entity (law, decree, etc.).

¹⁵ National name and its translation into EN or FR, where applicable.

¹⁶ Registration number of the entity in the national register.

6.1.3 Bank details for payments (RIB to be attached) _____

Name and surname of the bidder or company name and legal form	
Financial institution: IBAN: Code Swift : Bank code: Code agence : Account number: Opened in the name of:	

6.2 Offer Form - Price

By submitting this offer, the tenderer undertakes to execute, in accordance with the provisions of CSC 2562NER-10401, this contract and explicitly declares that it accepts all the conditions listed in the CSC and waives any derogating provisions as its own conditions.

The unit prices and overall prices of each inventory item are established by respecting the relative value of these items in relation to the total amount of the offer. All general and financial costs, as well as the profit, are distributed among the different items in proportion to their importance.

Value added tax is the subject of a special item in the inventory, to be added to the amount of the offer. The tenderer undertakes to execute the public contract in accordance with the provisions of the CSC

. at the following prices, expressed in euros and excluding VAT:.....

Later	Designation	Unit	Unit price €
1	Individual accident insurance premium	Individual	... €
2	Health insurance premium without evacuation sanitary	Family	... €
3	Prime assurance automobile	Vehicle	... €
4	Medical evacuation bonus	Individual	... €
5	Building insurance premium <i>(including assets)</i> Building		... €

VAT percentage:%.

Confidential information and/or information relating to technical or trade secrets is clearly indicated in the offer.

In accordance with point 3.4.3.1 "Elements included in the price"
--

For the "building insurance" premium, the bidder attaches in an attached document the various rates applied for each guarantee and for the vehicle premium, he attaches the form in appendix A, duly completed.

The tenderer declares on his honour that the information provided is exact and correct and that it was established with full knowledge of the consequences of any false declaration.

Certified as true and true,

Done at on

6.3 Declaration on honour – grounds for exclusion

I/we, acting in my/our capacity as legal representative(s) of the above-mentioned tenderer, hereby declare that the tenderer is not in one of the following cases of exclusion:

1. The tenderer or one of its directors has been the subject of a conviction pronounced by a **judicial decision having the force of res judicata** for one of the following offences: _____

1° participation in a **criminal organization** ;

2° **corruption**;

3rd **fraud**;

4° **terrorist** offences , offences related to terrorist activities or incitement to commit such an offence, complicity in or attempt to commit such an offence;

5° money **laundering** or terrorist **financing** ;

6° **child labor** and other forms of human trafficking.

7° occupation of third-country nationals **staying illegally**.

8° the creation of offshore companies

Exclusion based on this criterion is valid for a period of 5 years from the date of the judgment.

2. The tenderer fails to meet its obligations relating to the **payment of taxes and duties or social security contributions for an amount exceeding €3,000, except where the tenderer can demonstrate that it has one or more certain, due and unsecured claims against a contracting authority, free from any commitment to third parties. These claims amount to at least an amount equal to the amount for which it is in arrears with the payment of tax or social security debts;**

3. the tenderer is in a **state of bankruptcy, liquidation, cessation of activities, judicial reorganisation, or has admitted bankruptcy, or is the subject of liquidation or judicial reorganisation proceedings, or is in any similar situation resulting from a procedure of the same nature existing in other national regulations;**

4. the tenderer or one of its **managers has committed serious professional misconduct which calls into question its integrity.** _____

Among other things, the following are considered to be serious professional misconduct:

a violation of Enabel 's Policy on Sexual Exploitation and Abuse – June 2019_

b. a breach of Enabel 's Policy on the control of fraud and corruption risks – June 2019;

c. an offense relating to a regulatory provision of applicable local legislation relating to sexual harassment at work;

d. the tenderer has been seriously guilty of misrepresentation or false documents in providing the information required to verify the absence of grounds for exclusion or the satisfaction of the selection criteria, or has concealed information;

e. when Enabel has sufficiently plausible elements to conclude that the tenderer has committed acts, entered into agreements or entered into understandings with a view to distorting competition.

The presence of the bidder on one of the Enabel exclusion lists due to such an act/agreement/understanding is considered a sufficiently plausible element.

5. where a conflict of interest cannot be remedied by other less intrusive measures;

6. **significant or persistent failures** of the tenderer have been noted during the performance of an **essential obligation** incumbent upon it under a previous contract concluded with another public authority, where these failures

gave rise to ex officio measures, damages or another comparable sanction.

'Significant deficiencies' include compliance with applicable obligations in the areas of environmental, social and labour law established by European Union law, national law, collective agreements or by international provisions on environmental, social and labour law.

The presence of the bidder on the Enabel exclusion list due to such a failure serves as such a finding.

7. restrictive measures have been taken against the contractor with the aim of putting an end to violations of international peace and security such as terrorism, violations of human rights, the destabilization of sovereign states and the proliferation of weapons of mass destruction;
destruction massive.

8. Neither the bidder nor any of its managers are on the lists of persons, groups or entities subject to financial sanctions by the United Nations, the European Union and Belgium:

For the United Nations, the lists can be consulted at the following address: <https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address: <https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions>

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium: https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/control-of-instruments-1-2

9. <...>If Enabel executes a project for another funder or donor, other
Additional grounds for exclusion are still possible.

The tenderer formally declares that it is able, upon request and without delay, to provide the certificates and other forms of supporting documents referred to, unless:

a. Enabel has the possibility of obtaining the relevant supporting documents directly by consulting a national database in a Member State which is accessible free of charge, provided that the tenderer has provided the necessary information (website address, issuing authority or body, precise reference of the documents) enabling Enabel to obtain them, with the corresponding access authorisation;

b. Enabel already has the relevant documents in its possession.

The tenderer formally consents to Enabel having access to supporting documents supporting the information provided in this document.

Date

Localisation

Signature

6.4 Declaration of Integrity for Bidders

I/we, acting in my/our capacity as legal representative(s) of the above-mentioned tenderer, hereby declare as follows:

- Neither members of the administration, nor employees, nor any person or legal entity with whom the tenderer has concluded an agreement for the performance of the contract, may obtain or accept from a third party, for themselves or for any other person or legal entity, an appreciable monetary advantage (for example, gifts, gratuities or any benefits), directly or indirectly linked to the activities of the person concerned on behalf of the Belgian Technical Cooperation.
- The directors, employees or their partners have no financial or other interests in companies, organizations, etc. having a direct or indirect link with the Belgian Technical Cooperation (which could, for example, lead to a conflict of interest).
- I/we have read the articles relating to ethics and the fight against corruption included in the Special Specifications and I/we declare that I subscribe to and fully respect these articles.

I am/we are also aware that the staff members of the Belgian Technical Cooperation are bound by the provisions of a code of ethics which states the following: *"In order to ensure the impartiality of staff members, they are prohibited from soliciting, demanding or accepting any gifts, gratuities or advantages intended for themselves or third parties, whether or not in the exercise of their duties, when the aforementioned gifts, gratuities or advantages are linked to this exercise. It should be noted that what matters most in this issue is less the enrichment resulting from the acceptance of gifts, gratuities or advantages of any kind, than the loss of the impartiality required of the staff member in the exercise of his or her duties. Personally, staff members do not accept any gratuities, gifts or financial or other advantages for services rendered."*

If the aforementioned contract were to be awarded to the tenderer, I/we further declare that I/we agree with the following provisions:

- In order to avoid any impression of risk of bias or collusion in the monitoring and control of the execution of the contract, the contracting party (i.e. members of the administration and workers) is strictly prohibited from offering, directly or indirectly, gifts, meals or any other material or immaterial advantage, whatever its value, to members of the staff of the Belgian Technical Cooperation, who are directly or indirectly concerned by the monitoring and/or control of the execution of the contract, whatever their hierarchical rank.
- Any contract (public contract) will be terminated if it turns out that the award of the contract or its execution has given rise to the obtaining or offering of the aforementioned appreciable monetary advantages.
- Any failure to comply with one or more of the ethical clauses may result in the exclusion of the contractor from this contract and other public contracts for Belgian Technical Cooperation.

- The contractor (successful bidder) undertakes to provide the contracting authority, upon request, with all supporting documents relating to the conditions of performance of the contract. The contracting authority may carry out any checks, on documents and on site, that it deems necessary to gather evidence of a presumption of unusual commercial expenses.

The bidder finally acknowledges that the Belgian Technical Cooperation reserves the right to file a complaint with the competent judicial authorities in the event of any finding of facts that go against this declaration and that all administrative and other costs arising therefrom are the responsibility of the bidder.

Signature preceded by the handwritten note "Read and approved" with mention of the name and

the function:

.....

Place, date

6.5 Selection file

For the qualitative selection of bidders, the information or documents mentioned below must be attached to the offer.

Economic and financial capacity – see art. 67 of the Royal Decree of 18.04.2017	
<p>The tenderer must have achieved an average turnover of at least 2,000,000 EUROS over the last three financial years.</p> <p>He will attach to his offer a declaration relating to the total turnover achieved during the last three financial years, unless the total turnover is mentioned in the approved annual accounts which can be consulted via the electronic counter (these are the annual accounts filed with the National Bank of Belgium, drawn up according to the complete accounting scheme, or according to the shortened accounting scheme in which the optional mention of the total turnover achieved has been completed).</p>	<p>In point 6.7.1, Join a turnover declaration (2022, 2023, 2024)</p> <p>+ the states certified financiers</p>
<p>A tenderer may, where appropriate and for a specific contract, rely on the capacities of other entities, regardless of the legal nature of the links existing between itself and these entities. The following rules then apply:</p> <ul style="list-style-type: none"> • If an economic operator wishes to use the capacities of other entities, it must provide the contracting authority with proof that it will have the necessary means, in particular by producing the commitment of these entities to this effect. • The contracting authority will check whether the entities whose capacity the economic operator intends to use meet the selection criteria and whether there are grounds for exclusion on their part. • (OPTIONAL) When an economic operator uses the capacities of other entities with regard to criteria relating to economic and financial capacity, the contracting authority may require that the economic operator and these entities in question be jointly and severally liable for the performance of the contract • (OPTIONAL) the contracting authority may require that certain essential tasks be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a participant in said group. <p>Under the same conditions, a group of candidates or tenderers may assert the capacities of the participants in the group or those of other entities.</p>	

Technical aptitude: see art. 68 of the Royal Decree of 18.04.2017	
<p>The tenderer must have or be able to have sufficient technicians or technical bodies, in particular the persons or bodies responsible for quality control.</p> <p>When assessing technical competence, only technicians or technical organizations who will constitute added value within the framework of the contract which is the subject of these special specifications will be taken into account.</p> <p>The bidder shall attach to his offer a statement listing the technicians or technical bodies which may or may not belong to the company, in particular those responsible for quality control.</p>	<p>Attach a copy of the practice permit or any official document proving that the bidder is authorized to carry out insurance activities</p> <p>in the country where the services are provided</p>
<p>The bidder must have the following references of services performed, which were carried out within the last three years.</p> <p>At least one contract of comparable complexity with a value global of:</p> <ul style="list-style-type: none"> - €300,000 in health insurance. • €10,000 for individual accident insurance - €10,000 for car insurance - €5,000 for building insurance <p>The bidder shall attach to his offer a list of the most important services provided over the last three years, stating the amount and date and the public or private recipients.</p> <p>services are proven by certificates issued or countersigned by the competent authority or, when the recipient was a private buyer, by a certificate from the buyer or failing that by a simple declaration from the service provider.</p>	<p>In point 6.7.2, attach to the offer, the list of contracts + certificates of proper performance or any other supporting document</p>
<p>A tenderer may, where appropriate and for a specific contract, assert the capacities of other entities, regardless of their legal nature links existing between himself and these entities. The following rules then apply:</p> <ul style="list-style-type: none"> • If an economic operator wishes to use the capacities of other entities, it must provide the contracting authority with <u>proof that it will have the necessary means, in particular by producing the commitment of these entities to this effect.</u> • The contracting authority will verify whether the entities whose capacity the economic operator intends to use <u>meet the selection criteria and if there are grounds for exclusion on their part.</u> • With regard to the criteria relating to educational and professional <u>qualifications, or relevant professional experience, economic operators may, however, only use the capacities of other entities when the latter will actually carry out the work or provide the services for which these capacities are required.</u> <p>Under the same conditions, a group of candidates or tenderers may assert the capacities of the participants in the group or those of other entities.</p>	

6.6 Summary of documents to be submitted

Technical part

The offer is composed of the following elements:

- o Identification of the tenderer and annexes **(form in point 6.1)**
 - o Required documents relating to the reasons for exclusion **(see documents requested in point 3.4.7.1)**
 - o Required documents relating to the selection criteria **(see documents requested in point 6.5 including completed annexes)**
 - o A technical proposal **(see content in the Terms of Reference and information requested in Annex C)**
-
- o Required documents relating to the award criteria.
 - o Declaration of Integrity
 - o Declaration on honour – reason for exclusion.
 - o USB key of the technical offer

Financial part

- o Price offer form **(see point 6.2 and annexes)**
- o USB key of the financial offer

The bidder must respect this order and the separation of the financial and technical/administrative part in the preparation of its offer (see also point 3.4.4).

6.7 Annexes

6.7.1 Economic and financial capacity data

Attach to the offer the financial statements certified by an approved firm or an equivalent body depending on the country of establishment of the bidder.

Annual turnover. The average of the last three financial years will be at least higher than 2,000,000 Euros	2 years before the current financial year (2022)	€
	Penultimate financial year (2023) €	
	Last financial year (2024)	€
	Average	€

<Signature of the authorized representative>

Name and position of the authorized representative

6.7.2 Similar experiences

Please complete the table below to summarize the main relevant services related to the market that have been carried out over the last 3 years by the legal entity(ies) submitting the application. The number of references provided must not exceed **8 for the entire offer. The table must contain at least one contract of complexity**

comparable with an overall value of:

- €300,000 in health insurance.
- €10,000 for individual accident insurance
- €10,000 for car insurance
- €5,000 for building insurance

Title / description of services (Maximum 8)	Place of performance	Amount total In €	Customer Name	Customer contact (email address)	Year (< 3 Latest Years)

For the services presented in the table above, please attach copies of the following documents signed by the clients (beneficiaries of the services): **certificates or attestation of proper performance, contract/purchase order.**

Appendix A

#	Project	BRAND	CIRCUS MASS	TYPE	Prime	CV in €
1	REPNER	TOYOTA	01/06/2017	LAND CRUISER PRADO_SW	12	
2	REPNER	TOYOTA	05/03/2015	FORTUNER_SW	13	
3	REPNER	TOYOTA	01/01/2013	FORTUNER_SW	9	
4	REPNER	TOYOTA	01/01/2013	LAND CRUISER_SW	10	
5	SJTURES	TOYOTA	01/01/2017	LAND CRUISER_SW	24	
6	SJTURES	TOYOTA	01/02/2017	LAND CRUISER_SW	17	
7	SJTURES	TOYOTA	01/01/2017	LAND CRUISER PRADO_SW	17	
8	SJTURE	TOYOTA	01/01/2012	LAND CRUISER_SW	17	
9	SJTURE	TOYOTA	02/01/2017	HILUX Double Cab	12	
10	SJTURE	TOYOTA	01/08/2017	HILUX Double Cab	24	
11	SJTURE	TOYOTA	30/08/2022	Landcruiser double cab	8	
12	SJTURE	TOYOTA	30/08/2022	Landcruiser double cab	8	
13	SJTURE	TOYOTA	New Land Cruiser 76 Hardtop being delivered		12	
14	SJTURE	YAMAHA	01/01/2019	DT 125	1	
15	SJTURE	YAMAHA	01/01/2019	DT 125	1	
16	SJTURE	YAMAHA	01/01/2019	DT 125	1	
17	SJTURE	YAMAHA	01/01/2019	DT 125	1	
18	SEE	TOYOTA	01/01/2019	LAND CRUISER_SW	12	
19	SEE	TOYOTA	01/01/2019	LAND CRUISER_SW	12	
20	SEE	TOYOTA	01/08/2007	LAND CRUISER	17	
21	SEE	TOYOTA	01/02/2017	LAND CRUISER_SW	17	
22	SEE	TOYOTA	01/01/2017	HILUX Double Cab	12	
23	SEE	TOYOTA	01/02/2017	HILUX Double Cab	12	
24	SEE	YAMAHA	01/01/2021	DT 125	1	
25	SEE	YAMAHA	01/01/2021	DT 125	1	
26	SEE	YAMAHA	01/01/2021	DT 125	1	
27	SEE	YAMAHA	01/01/2021	DT 125	1	
28	GMV	Land Cruiser Prado TX	25/01/2021	Land Cruiser Prado	13	
29	GMV	Land Cruiser 76 Hardtop	25/01/2021	Land Cruiser 76 Hardtop	12	
30	Sarraounia2 TOYOTA		01/01/2022	Landcruiser double cab	8	
31	Sarraounia2 TOYOTA		09/08/2022	Landcruiser double cab	10	
32	Sarraounia2 TOYOTA		08/09/2022	PRADO	6	
33	PRISMA	TOYOTA	06/07/2022	PRADO	11	
34	TOYOTA nat CLIMATE		09/08/2022	Landcruiser double cab	10	
35	TOYOTA nat CLIMATE		08/09/2022	PRADO	6	
36	CLIMAT reg TOYOTA		19/09/2022	PRADO	6	
37	BMGF	TOYOTA	25/06/2022	Landcruiser double cab	8	
38	BMGF	TOYOTA	25/06/2022	Landcruiser double cab	8	
39	BMGF	TOYOTA	New Land Cruiser 76 Hardtop being delivered		12	

Appendix B: Technical Evaluation Grid

	Maximum
Methodology, coverage and expertise	
Development of the methodology for supporting agents and beneficiaries	15
Extend the cover	20
Methodology for identifying agents and beneficiaries	20
Planning of activities, including the proposal for the resumption of staff support and beneficiaries	5
The S/P ratio for premium adjustment at renewal	10
Network of approved medical structures	10
Overall rating	80

Appendix C:

Methodology

To be explained and completed by the bidder

Provide the following information:

1. Methodology for supporting agents and beneficiaries
2. Clear description of exclusions and the extent of coverage
3. Methodology for identifying agents and beneficiaries
4. Planning of activities, including the proposal for the resumption of staff support and the beneficiaries
5. The S/P ratio for premium adjustment at renewal
6. Expertise and qualifications
 - ÿ Qualification and competence of key personnel
 - ÿ Network of approved medical structures
 - ÿ Specific experience as a health and accident insurance provider;
 - ÿ Specific experience as a car insurance provider; ÿ Specific experience as a building insurance provider; ÿ Reference in the exercise of markets of comparable nature and complexity.

Appendix D: List of agents

#	Function	Year of birth	Number of beneficiaries	Sex
1	Accountant	1971	6	M
2	Accountant	1969	8	M
3	Assistant	1966	6	M
4	Accountant 5	1970	2	M
	Executive	1967	5	F
6	Chauffeur	1970	6	M
7	Assistant	1977	1	F
8	Chauffeur	1969	11	M
9	Chauffeur	1970	5	M
10	Versatile Collaborator	1966	4	M
11	Versatile Collaborator	1982	4	M
12	Chauffeur	1966	8	M
13	Office frame	1974	8	M
14	Administrative Assistant	1981	4	M
15	Expert	1968	8	M
16	Chauffeur	1972	8	M
17	Chauffeur	1973	3	M
18	chauffeur	1976	5	M
19	Expert	1982	5	M
20	Expert	1975	4	M
21	Expert	1969	7	M
22	Frame	1973	1	F
23	Assistant	1984	5	F
24	Chauffeur	1974	8	M
25	Frame	1984	7	M
26	Frame	1968	9	M
27	Frame	1968	6	M
28	Frame	1984	7	M
29	Frame	1981	5	M
30	Frame	1977	6	M
31	Chauffeur	1979	8	M
32	Chauffeur	1966	9	M
33	Accountant	1980	6	M
34	Frame	1986	4	M
35	Frame	1973	11	M
36	Frame	1985	1	F
37	Frame	1966	7	M
38	Frame	1983	8	M
39	Frame	1968	8	M
40	Assistant	1995	3	M
41	Frame	1976	5	M
42	Assistant	1993	3	M
43	Accountant	1990	4	M
44	Assistant	1973	1	F
45	Chauffeur	1981	6	M
46	Frame	1973	4	M
47	Frame	1991	4	M
48	Frame	1990	4	F
49	Frame	1984	4	M
50	Frame	1987	5	M
51	Frame	1985	4	M
52	Chauffeur	1979	4	M
53	Chauffeur	1974	8	M
54	Frame	1978	9	M
55	Frame	1985	6	M
56	Chauffeur	1976	11	M
57	Versatile Collaborator	1984	4	F
58	Frame	1972	5	M
59	Frame	1985	5	M

60	Frame	1991	3	F
61	Receptionist	1981	6	F
62	Frame	1977	6	F
63	Frame	1986	3	M
64	Frame	1991	5	M
65	Frame	1987	2	F
66	Assistant	1990	2	M
67	Assistant	1990	3	F
68	Assistant	1994	1	M
69	Frame	1984	5	M
70	Frame	1971	6	M
71	Chauffeur	1975	5	M
72	Chauffeur	1987	8	F
73	Versatile Collaborator	1983	7	M
74	Accountant	1982	11	M
75	Chauffeur	1986	3	M
76	Frame	1985	5	F
77	Frame	1982	4	M
78	Frame	1986	6	M
79	Assistant	1993	4	M
80	Frame	1981	5	M
81	Assistant	1989	3	M
82	Frame	1970	8	M
83	Frame	1988	2	M
84	Chauffeur	1984	2	M
85	Chauffeur	1973	8	M
86	Frame	1985	4	M
87	Assistant	1991	1	M
88	Accountant	1989	3	M
89	Frame	1986	5	M
90	Frame	1988	3	M
91	Frame	1974	7	M
92	Frame	1981	5	M
93	Frame	1992	5	M
94	Assistant	1992	1	M
95	Assistant	1996	1	F
96	Chauffeur	1985	5	M
97	Chauffeur	1973	1	M
98	Assistant	1995	1	M
99	Frame	1969	11	M
100	Frame	1987	3	M
101	Frame	1982	5	M
102	Frame	1983	5	M
103	Chauffeur	1978	6	M
104	Assistant	1990	1	M
105	Assistant	1985	4	F
106	Assistant	1994	1	M
107	Assistant	1998	1	M
108	Assistant	1992	2	M
109	Frame	1984	6	M
110	Frame	1968	5	F
111	Frame	1976	4	F
112	Frame	1972	7	M
113	Frame	1980	5	M
114	Chauffeur	1976	8	M
115	Accountant	1982	5	F
116	Cook	1989	3	M
117	Gardener	1998	3	M
118	Chauffeur	1977	4	M
119	Maintenance agent	1980	0	F
120	Chauffeur	1970	2	M
121	Frame	1992	3	M

122	Maintenance agent	1971	2	M
123	Maintenance agent	1967	5	M
124	Receptionist	1990	0	F
125	Maintenance agent	1980	0	M
126	Assistant	1974	0	F
127	Secretary	1965	0	F
128	Maintenance agent	1972	5	F