BANK ĊENTRALI TA' MALTA
EUROSISTEMA
CENTRAL BANK OF MALTA

Open Call for Tenders

Tender for the Provision of Coin Minting Services and Related Packaging to the Central Bank of Malta

Reference: CBM 08/2026

Tender Document

Publication Date: 9 July 2026

Deadline for Submission: 12:00 noon, 11 August 2026

CENTRAL BANK OF MALTA

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PART A

1.0 TENDER SCHEDULE

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<tr><td>Name and address of the Contracting Authority</td><td colspan="2">Central Bank of Malta
Castille Place
Valletta VLT 1060</td></tr>
<tr><td>Estimated Contract Value</td><td>2.31, 2.38</td><td>Lot 1: €2,670,000 excluding VAT
Lot 2: €340,000 excluding VAT
Lot 3: €330,000 excluding VAT</td></tr>
<tr><td>Contracting Authority</td><td>n/a</td><td>Central Bank of Malta</td></tr>
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<tr><td>Term of Contract</td><td>3.4</td><td>2 years + an optional 3 years subject to satisfactory performance</td></tr>
<tr><td>Currency</td><td>n/a</td><td>Euro (€)</td></tr>
<tr><td>Law of Contract</td><td>2.20, 3.37</td><td>Laws of Malta</td></tr>
<tr><td>Language of the Contract</td><td>n/a</td><td>English</td></tr>
<tr><td>Language for Communications</td><td>2.21</td><td>English</td></tr>
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<tr><td>Performance Guarantee</td><td>3.12</td><td>4% of the annual contract value</td></tr>
<tr><td>Public Liability Insurance</td><td>3.23</td><td>€2,500,000</td></tr>
<tr><td>Period for Submission of Insurance Policy</td><td>3.23</td><td>7 days after signing of the Contract</td></tr>
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2.0 INSTRUCTIONS FOR TENDERING

2.1 DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires the following terms shall have the meanings set out below:

"**Bank**" means the Central Bank of Malta;

"**Closing Date**" means the date and time by which the Tender must be submitted;

"**Coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party, or to influence improperly the actions of a party;

"**Coin Boxes**" shall refer to the coin presentation cases that are to be supplied by the Contractor to the Bank in terms of Part C of the Tender Document;

"**Collusive practice**" means an arrangement between two or more parties designed to achieve an improper purpose, including to improperly influence the actions of another party;

"**Conditions of Tender**" means the terms and conditions set out hereunder relating to the submission of a Tender;

"**Conflict of Interest**" shall at least mean any situation where any person, including staff members of the Bank who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure;

"**Consortium**" or "**Joint Venture**" means an organisation of more than one business joining together as a group for a shared purpose;

"Contractor" means the party other than the Bank who shall enter into the awarded contract;

"**Corruptive practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party such as the solicitation or the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Bank;

"Data Protection Legislation" shall refer to the Data Protection Act *(Cap. 586 of the laws of Malta),* and all other applicable laws and regulations relating to processing of personal data and privacy including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, General Data Protection Regulation (GDPR);

"**Deliverables and Services**" means the goods and/or services which will be supplied by the Contractor to the Bank;

“**Economic Operator**” means any natural or legal person or public entity or group of such persons and, or entities, including any temporary association of undertaking and shall cover equally the concept of Contractor;

“Electronic Public Procurement System” (ePPS) is the national web-based, collaborative public procurement system to facilitate the full lifecycle of a Tendering process, for both buyers and suppliers. The e-PPS supports the process of procuring works, services and supplies electronically whereby all public procurement procedures foreseen by the law are supported for both one-off or repetitive purchases through several dedicated sub-modules providing facilities for user registration, competition notification, Tender preparation and submission, online Tender evaluation, upholding of auctions, contract awarding, contract management, creation and management of catalogues, placement of electronic orders, amongst others;

“European Single Procurement Document (ESPD)” is a self-declaration of the businesses' financial status, abilities and suitability for a public procurement procedure;

“**Fraudulent practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“**Malta**” shall have the meaning assigned to it by article 124(1) of the Constitution of Malta;

“**Obstructive practice**” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corruptive, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

“**Personal Data**” shall have the same meaning as set out in the Data Protection Act, (*Cap. 586 of the laws of Malta*) and in Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR);

“**Services**” means the services which will be provided through the Contract in terms of Part C (4.0 – Technical Specifications) of the Contract;

“**Successful Tenderer**” means any Tenderer designated by the Bank to enter into the Contract on the basis of the Invitation to Tender or any part thereof;

“**Tender**” means the Tenderer(s)’ formal bid in response to an Invitation to Tender;

“**Tenderer(s)**” means an economic operator that has submitted a Tender.

Unless specifically stated or unless the context otherwise requires, the masculine shall include the feminine. The singular shall include the plural and vice-versa. Definitions may be used in the singular or in the plural.

References made to any Law, statutory provision or statutory instrument include a reference to that Law, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it.

Headings are for ease of reference only and shall not affect the interpretation of each respective section.

2.2 GENERAL

2.2.1 This call for Tenders is being issued under an open procedure.

2.2.2 This call for Tenders is not a reserved contract.

2.2.3 Tenderers should acquaint themselves with the Instructions for Tendering before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender may result in the rejection of the Tender by the Bank; its decision upon the matter shall be final. These instructions constitute the Conditions of Tender. Participation in the Tender process automatically signals that the Tenderer accepts these Conditions of Tender and where appropriate waivers his own general or specific terms and conditions.

2.2.4 No account can be taken of any reservation in the Tender as regards the Tender document; any disagreement, contradiction, alteration or deviation shall lead to the Tender bid not being considered any further.

2.3 TENDERING TIMETABLE

EVENT	DATE	TIME *(All times CET, Central European Time)*
Deadline for Clarification Requests	Monday, 27 July 2026	12:00
Deadline for Clarification Replies	Thursday, 30 July 2026	13:00
Deadline for Lodging of Remedy	Friday, 31 July 2026	12:00
Closing Date for Submission of Tenders	Tuesday, 11 August 2026	12:00

2.4 PREPARATION OR SUBMISSION COSTS

Tenderers will bear all costs associated with the preparation and submission of the Tender. The Bank will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

2.5 OWNERSHIP OF TENDERS

The Bank retains ownership of all Tenders received under this Tender procedure. Consequently, Tenderers have no right to have their Tenders returned to them.

2.6 PUBLICITY AND BRANDING

Tenderers are not authorised to mention in their publicity that they have been invited to Tender, are tendering or have tendered, until after notification of the result of the final award and with the written approval of the Bank.

2.7 TENDER QUALIFICATION

2.7.1 Prior to commencing formal evaluation, Tenders will be checked to ensure they are fully compliant with the Conditions of Tender. Non-compliant Tenders may be rejected by the Bank. Tenders that are deemed by the Bank to be fully compliant will proceed to evaluation.

2.7.2 Any attempt by a Tenderer to enter into an unlawful agreement with competitors or to influence the Bank with corruptive practices during the process of examining, clarifying, evaluating and adjudicating Tenders will lead to the rejection of the Tender.

2.7.3 If evidence of corruptive practices is discovered after award of the Contract, the Bank shall be entitled to cancel any agreement or contracts entered into with the Tenderer who is responsible for such corruptive practices. The Tenderer will also be liable for any damages incurred by the Bank arising from such a cancellation.

2.8 CONFIDENTIALITY & ETHICS

2.8.1 Tenderers shall at all times treat the contents of the Tender document and any related documents as confidential, save insofar as they are already in the public domain.

2.8.2 Tenderers shall not use any of the information received in connection with the Tender for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender.

2.8.3 Tenderers should not release details of the Tender document other than on a 'Confidential' basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

2.8.4 The Tenderer shall not disclose any information received in connection with the Tender to any third party without the prior written consent of the Bank unless such disclosure is compelled by law.

2.8.5 After the opening of the Tenders, no information relating to the evaluation of Tenders or recommendation concerning the award of the contract shall be disclosed. The entire evaluation procedure is confidential. The evaluation reports and written records shall not be communicated to the Tenderers or to any other third parties, unless otherwise required by law.

2.8.6 The Bank may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Bank may make any of the Tender documents available for private inspection by its officers, employees, agents or advisers. The Bank also reserves the right to disseminate information that is materially relevant to the procurement process to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender unless there is a requirement for disclosure under the Freedom of Information Act.

2.8.7 Any attempt by a Candidate or Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the outcome of the Tender procedure during the process of examining, clarifying, evaluating, comparing and the recommendation leading to the award or cancellation of Tender will result in the rejection of his Tender and may result in administrative penalties.

2.8.8 Unless otherwise provided for in the Tender documents, when presenting the Tender, the Tenderer must declare that it is not affected by a potential conflict of interest; this, through the completion and submission of **Appendix D – Conflict of Interest Declaration**. A false declaration shall lead to the disqualification of the Tenderer.

2.9 FREEDOM OF INFORMATION

The Bank declares, and the Tenderer acknowledges, that the Bank, as a public authority subject to the provisions of the Freedom of Information Act *(Cap. 496 of the laws of Malta),* may be required to disclose information to eligible persons under the said Act relating to the provisions of the Contract or to the contractual relationship with the Tenderer in general. In such a case, the Bank will always act in accordance with the provisions of the said Act, the Bank's Freedom of Information Code of Practice and any other relevant laws including the Public Procurement Regulations.

2.10 DATA PROTECTION

2.10.1 Any Personal Data relating to the Tender and its execution shall be collected and processed by the Bank pursuant to the Data Protection Act *(Cap. 586 of the laws of Malta)* and in terms of the applicable EU legislation on data protection namely Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR).

2.10.2 Any Personal Data which is collected by the Bank shall be processed solely for the purposes of performance, management and follow up of the Tender. Processing is necessary for the performance of a contract to which the Tenderer may be party.

2.10.3 The Tenderer hereby grants its consent for any Personal Data collected by the Bank to be processed solely for the purposes of performance, management and follow up of the Tender.

2.10.4 The Tenderer shall have the right of access to one's Personal Data and the right to port, rectify, erase and restrict any such data which is inaccurate or incomplete and to object to processing by withdrawing consent.

2.10.5 Any Personal Data collected by the Bank shall be retained by the Bank for a period of ten (10) years from the date of issuance of the Tender.

2.10.6 The Tenderer shall inform the Bank without undue delay of any Personal Data breaches in accordance with the law.

2.11 LOTS

2.11.1 This Tender is divided into the following three (3) lots:

a. **Lot 1** – minting and supply of **Euro Circulation Coins including €2 Commemorative Coins** in accordance with the Technical Specifications – Part C of the Tender Document;
b. **Lot 2** – minting and supply of **Collector Coins in Gold and Silver** in accordance with the Technical Specifications – Part C of the Tender Document; and
c. **Lot 3** – manufacture and supply of **Coin Boxes** in accordance with the Technical Specifications – Part C of the Tender Document.

2.11.2 Tenderers may submit a tender for one (1) lot, two (2) lots, or for all three (3) lots.

2.11.3 Contracts will be awarded lot by lot, but the Bank may choose the most favourable overall option.

2.12 ELIGIBILITY

2.12.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country or any other country.

2.12.2 Natural and legal persons who fall under any of the conditions stipulated in the Public Procurement Regulations shall be excluded from participation and award of the Contract.

2.12.3 If a Tenderer is a joint venture or consortium of two or more persons, the Tenderer must submit one Tender but each person must sign the Tender and will be held jointly and severally liable for the Tender and for any contract subsequently signed in case of award.

2.12.4 The joint venture or consortium members must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without obtaining prior written consent from the Bank.

2.12.5 The Tender may be signed by the representative of the joint venture or consortium only if he has been expressly so authorised in writing by the members of the joint venture or consortium.

2.12.6 The joint venture or consortium must submit the authorising Contract, notarial act or deed together with the powers of attorney establishing, in writing, that the signatories to the Tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium within thirty (30) days from the date when so requested in writing by the Bank.

2.12.7 Tenderers shall provide accurate, valid and current contact information for identification purposes as specified in **Appendix A - Tenderer Information Form**.

2.12.8 The Tenderer must submit the completed European Single Procurement Document (ESPD).

2.12.9 Appendices are to be completed by the Tenderer as required and without any modifications thereto, except where specifically requested.

2.13 MULTIPLE TENDERS

2.13.1 An Economic Operator may submit multiple tender bids.

2.13.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.

2.14 OBLIGATIONS OF THE TENDERER

2.14.1 The Tenderer should be fully conversant with and accept all his obligations as a Tenderer as well as those obligations that he would have as a Contractor, as specified under the General Conditions of Contract.

2.14.2 Tenderers, Contractors and their agents are to observe the highest standard of ethics during the procurement exercise and the eventual execution of the awarded Contract.

2.14.3 The Tenderer shall ensure that his Tender is in compliance with the applicable laws.

2.14.4 The Tenderer shall be liable for any information prepared by him or on his behalf in relation to his Tender.

2.14.5 The submission of the Tender binds the Successful Tenderer, during the performance of the Contract.

2.14.6 The submission of a Tender shall be deemed to be an implicit acknowledgement by the Tenderer that:

- he does not fall under any of the conditions set out in Part VI of the Public Procurement Regulations;
- he is in a position to fulfil every obligation, without exception, under the Contract which may be concluded with him and that he is in possession of all the necessary information to that effect;
- the prices in the Tender have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or competitor;
- unless otherwise required by law, the prices quoted in the Tender have not knowingly been disclosed by the Tenderer and will not knowingly be disclosed, directly or indirectly, to any other Tenderer or competitor until he has been informed of the result of the final award;
- no attempt has been made or will be made by the Tenderer to induce any other Tenderer or competitor to submit or abstain from submitting a Tender for the purpose of restricting competition.

2.14.7 When submitting a Tender, the Tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other Tenderers or parties involved in the project. Should such a situation of conflict of interest arise during performance of the Contract, the Tenderer must immediately inform the Bank.

2.15 CLARIFICATION MEETING AND SITE VISIT

2.15.1 No clarification meeting and/or site visit will be held.

2.15.5. Any requests for clarifications are to be submitted through the ePPS in terms of clause 2.3.

2.16 FORM OF TENDER AND SCHEDULE

2.16.1 The Tender must be submitted online, at www.etenders.gov.mt, by completing the prescribed Tender response format using the Tender Preparation Tool (TPT) provided by the System. Tenderers should make sure to fill in the Tender structure using the latest version which can be downloaded from the www.etenders.gov.mt portal.

2.16.2 Prospective Tenderers take full responsibility to submit their electronic tender response well before the Tender submission deadline in order to avoid last minute upload restrictions. Tender bids must be fully uploaded/accepted by the ePPS prior to the deadline for submission of bids, i.e. Tenders still in transit at the Tender submission deadline will be rejected.

2.16.3 No unauthorised alteration or addition should be made to any component of the Tender document. Figures should not be altered or erased; any correction of prices, etc. should be effected by striking through the incorrect figures and inserting the correct figures above the original figures. All such corrections should bear the initials of the Tenderer.

2.17 CONTRACT PRICE FLUCTUATION

2.17.1 Before the submission of a bid, Economic Operators must ensure the correctness and completeness of the information and details to be provided by them and must take into account all that is required for the full and proper performance of the Contract.

2.17.2 Unless otherwise provided in this Tender Document, the prices quoted by the Tenderer are fixed and not subject to revision.

2.17.3 The currency of the Tender is the euro (€). Bids are to be submitted up to two decimal points.

2.18 REQUESTS FOR CLARIFICATIONS RELATING TO THE TENDER

2.18.1 Any Economic Operator should direct requests for clarifications via the ePPS.

2.18.2 The Bank will provide responses to clarifications received via ePPS in accordance with the timeline specified in clause 2.3 (Tendering Timetable). The clarification responses will be published through ePPS to all participating Tenderers anonymously, and the identity of the Tenderer submitting the clarification will not be disclosed.

2.18.3 No other Bank employee, unless identified via the ePPS for the purpose of site visits, may be contacted regarding the Tender bid until the final award is announced.

2.18.4 Tenderers are not entitled to contact Bank employees during the evaluation and selection period to ask for information on the evaluation. Failure to comply with this requirement may result in the disqualification of the Tenderer.

2.19 LABOUR LAW

The Successful Tenderer shall be bound to conform and comply with the Employment and Industrial Relations Act *(Cap. 452 of the laws of Malta),* its Subsidiary Legislations and any other subsequent Legal Notices that may come into force, as well as any other national legislations, regulations, standards and codes of practice, in force during the execution of the Contract, as applicable to the Successful Tenderer's particular nature of activities.

2.20 APPLICABLE LAW

By submitting their Tenders, Tenderers are accepting that this procedure is regulated by Maltese law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the Tender and the resulting Contract.

2.21 LANGUAGE

All correspondence in connection with this Tender and all matters accompanying it which are relevant to its examination must be in the English language.

2.22 GENERAL COMPLIANCE AND PRESENTATION

All clauses of the Tender, particularly those concerning the proposed prices, shall be clearly legible and any erasure or addition shall be confirmed and initialled by the Tenderer, failing which the Tender will not be taken into consideration. All appendices and documents to the Tender are to be retained in their original form and are to be signed where required.

2.23 INFORMATION RELATING TO THE TENDER

2.23.1 Tenderers are requested to:

a) Ensure that when submitting their Tender, they provide all the information being requested in the Invitation to Tender; and
b) Provide a complete and comprehensive response to the Invitation to Tender.

2.23.2 Tenderers must submit their bids under this Tender using **Appendix J – Financial Bid**, and must fulfil the following requirements:

a) prices must be expressed in euro (€);
b) prices must be expressed to a maximum of two (2) decimal places; and
c) prices must be quoted excluding VAT.

2.23.3 Tenderers are advised that failure to provide any of the information requested, or submission of incorrect information, may invalidate their Tender. Any decision in this regard is in the Bank's discretion and any such decision shall be considered final.

2.24 COMPANY PROFILE

Tenderers must submit the following appendices duly completed:

Appendix E – Tenderer's Personnel, Expertise and Experience
Appendix F – Reference Form

2.25 SUB-CONTRACTING

The Contract or any part thereof may not be sub-contracted by the Tenderer without the written prior consent of the Bank.

2.26 INTELLECTUAL PROPERTY

The Tenderer shall indicate if he has entered into any arrangements or licence agreements as to intellectual property rights concerning the subject of the Tender, either as part of a general arrangement or with specific reference to the Invitation to Tender. A copy of the document recording the commitment, or an appropriate part thereof, shall be submitted with the Tender.

2.27 ROYALTIES AND LICENCE FEES

2.27.1 The Bank will only accept to pay licence fees or royalties on the condition that:

a) they are clearly identified in the Tender, with the financial basis for their calculation, method of application and total amount;

b) they are demonstrated to be of direct and necessary benefit to the provision of services; and

c) they are applied only to that part of the effort to be performed by a Contractor that is directly related to the subject matter of the licence or royalty agreement.

2.27.2 A copy of the documents justifying the request for the payment of a licence fee or royalty, or the appropriate part thereof, shall be included in the Tender.

2.28 AMBIGUITIES, OMISSIONS OR CONTRADICTIONS IN THE TENDER DOCUMENTS

2.28.1 The Tenderer should critically review the Tender documents to see if there is any ambiguity, omission, or internal contradiction, or any feature of the specifications or other conditions which are unclear or appear discriminatory or restrictive; if so, clarification should be sought from the Bank, in writing, within the time period specified in clause 2.18 of the Tender Document for seeking clarifications.

2.28.2 It is the responsibility of the Tenderer to raise any issue of ambiguity, contradiction or omission prior to the submission of its Tender, to assure submission of a fully responsive and compliant Tender. Non-compliance with the Tender requirements will result in the rejection of the Tender.

2.29 VARIANT SOLUTIONS

No variant solutions will be accepted. Tenderers must submit a Tender in accordance with the requirements of the Tender Document.

2.30 RIGHT TO REJECT/DISQUALIFY

The Bank reserves the right to reject or disqualify a Tenderer where:

a) the Tenderer fails to comply fully with the requirements of the Invitation to Tender and the information given at the time of tendering is incomplete or the requested information is not provided;
b) the Tenderer is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; and/or in relation to its Tender; and/or the Tender process;
c) the Tenderer has, directly or through an agent, engaged in Corruptive, Fraudulent, Collusive or Obstructive practices in competing for the Contract in question;
d) there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer;
e) the Tenderer falls under any one of the conditions specified in Part VI of the Public Procurement Regulations.

2.31 RIGHT TO CANCEL, CLARIFY OR VARY THE PROCESS

2.31.1 The Bank reserves the right to:

a) amend the terms and conditions of the Invitation to Tender process during the Tender process and extend the Closing Date in accordance with the Tender Document;
b) cancel the evaluation process at any stage for a justifiable reason;
c) cancel the Tender process if it deems it as not economically viable, if Tenders exceed the estimated contract value for the procurement, or for an unforeseen justifiable reason; and
d) require the Tenderer to clarify its Tender in writing and/or provide additional information.

Failure to provide adequate clarifications or requested additional information may result in the disqualification of the Tender.

2.31.2 The Bank shall notify in writing, all prospective Tenderers if any of the Conditions of Tender or any Tender documents are amended.

2.31.3 Changes to **Appendix J – Financial Bid** will not be accepted by the Bank with the exception of correction of evident arithmetic errors.

2.31.4 In the event of cancellation of the Invitation to Tender, Tenderers will be notified via the ePPS of the cancellation.

2.31.5 The Bank shall not be liable for any damages including, without limitation, damages for loss of profits, in any way connected with the cancellation of the Invitation to Tender.

2.32 SUBMISSION OF TENDERS

2.32.1 Tenders should be submitted by registered Economic Operators by means of the ePPS.

2.32.2 Tenders must be submitted by not later than **noon** (Malta local time), on **Tuesday, August 11, 2026**.

2.32.3 ePPS users holding a sole trader account are reminded that their account can only be used to submit Tenders under their sole trader's name and not on behalf of any other organisation.

2.32.4 In case a Tender needs to be submitted by any other type of Economic Operator (e.g. Company/Joint Venture/Consortium), an account needs to be created either through the ePPS or e-ID as per Terms of Use for Economic Operators and only this account must be used to submit the Tender.

2.32.5 In the case where a person needs to submit a tender on behalf of an entity which may be an organisation or Joint Venture/Consortium, the submission must be performed through the account of the entity. The latter must assign the person an account to perform the submission on its behalf, if the person is not already assigned. The entity will be considered as the economic operator submitting the tender.

2.32.6 Economic Operators are reminded that ONLY in the case of New Account Registrations, irrespective of the type and form of the Economic Operators, they have a choice between registering either directly through the ePPS at www.etenders.gov.mt or through the e-ID Service via the MyGov website at www.mygov.mt. In the case of the latter, Economic Operators must qualify for e-ID as per the ePPS Terms of Use for Economic Operators.

2.32.7 Economic Operators are reminded that when submitting more than one option for a particular Call for Tender (CfT), they should submit multiple tenders.

2.32.8 Economic Operators are reminded to follow the above instructions and other instructions in the Terms of Use of the ePPS and the Manual for Economic Operators available under the 'Help' tab of the ePPS homepage.

2.32.9 The Bank will disqualify Economic Operators who do not abide by these instructions.

2.33 EXTENSION OF CLOSING DATE

The Bank may at its discretion extend the Closing Date for the submission of Tenders. In the event that the Closing Date is extended, all the Tenderers who have registered their interest shall be notified via the ePPS. All the rights and obligations of the Bank and the Tenderers subject to the previous deadline shall subsist up to the extended closing date.

2.34 LATE TENDERS

2.34.1 No liability can be accepted for late delivery of Tenders. Late Tenders will be rejected and will not be evaluated. Any decision taken by the Bank in this regard shall be deemed final.

2.35 MODIFICATION AND WITHDRAWAL

2.35.1 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiry of the Tender validity period.

2.35.2 The Bank's Evaluation Panel appointed as per internal policies and procedures will check admissible Tenders for arithmetical errors. Without prejudice to other arithmetical errors which may be identified, the following errors will be corrected as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
(b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail;
(c) where no rate or price has been entered, but a total has been provided, the rate is to be established by dividing the total against the quantity published;
(d) where a rate or price has been entered, but no total has been inputted, the rate is to be multiplied by the quantity published to derive the total;
(e) where no rate, price and total are entered against an item in the Financial Bid, and where it is not specifically stated that the item is included in the grand total, the Evaluation Panel will seek a clarification, provided that the grand total is not affected as a result;
(f) where there is an error in addition in the Grand Total, the Evaluation Panel will adjust with the correct amount.

2.35.3 The Bank may, on the basis of justifiable or unforeseen circumstances, but at its sole discretion, withdraw from contract negotiations without liability to any Tenderer. However, every effort will be made to reach a decision on the award of the Contract within ninety (90) days of the closing date for submission of Tenders.

2.35.4 If for any reason whatsoever the Successful Tenderer fails to enter into the Contract with the Bank, the Bank reserves the right to award the Tender to the second-best placed Tenderer as recommended by the Evaluation Panel, and the Bank shall inform all Tenderers about this decision accordingly.

2.36 ABNORMALLY LOW TENDERS

2.36.1 The Bank shall have the right to reject Tenders if they are abnormally low. Before rejecting the Tender, the Bank shall request in writing the details of the constituent elements of the Tender which it considers relevant.

2.36.2 The Bank shall assess the details of the constituent elements provided by the Tenderers and shall reserve the right to reject abnormally low Tenders if the details provided by the Tenderer are deemed as not sufficient.

2.37 TENDER EVALUATION PROCESS

The evaluation process is to follow the process established hereunder:

Part 1: Review of eligibility of tenderers

The Bank's Evaluation Panel will check and confirm compliance of Tender submissions with the instructions given in the Tender documents. The Evaluation Panel may request clarifications or rectifications to the documentation with regard to the Tenderers' eligibility criteria.

In evaluating the information submitted by the Tenderer following a request for a rectification by the Bank, the Bank's Evaluation Panel must ensure that an economic operator is *ab initio* eligible to qualify for a tender and must consequently be in possession of all the requirements stipulated in the tender documentation by the Closing Date for the submission of the same.

Part 2: Review of exclusion (including Blacklisting) and selection criteria

Submissions which have been considered as eligible shall be evaluated to ensure compliance with Part VI of the Public Procurement Regulations.

In order for the Bank's Evaluation Panel to carry out its evaluation, it may ask Tenderers to submit all or part of any other document/s which may be necessary for the proper evaluation of the submissions.

Part 3: Technical Compliance

Submissions which have qualified under Part 2 shall have their technical bid evaluated to ensure compliance with Part C of this Tender Document.

Part 4: Financial Evaluation

Submissions which have qualified under Part 3 above shall have their financial bid evaluated by the Evaluation Panel to ensure compliance with **Appendix J – Financial Bid**.

2.38 AWARD OF CONTRACT

2.38.1 The Contract will be awarded to the Tenderer submitting the cheapest technically compliant bid. The Evaluation Panel will evaluate the proposals submitted and award the Contract to the Tenderer submitting the cheapest priced bid satisfying the administrative and technical criteria in full, taking into consideration the estimated contract value. This value is for the guidance of prospective Tenderers and is not to be considered as a binding cap. Nor is it restrictive and final on the Bank. Tenderers may submit financial bids with outcomes above or below the estimated contract value and the Bank reserves the right to consider or reject bids exceeding the estimated contract value.

2.38.2 Tenderers accept and acknowledge that, by issuing this call for tenders, the Bank shall not be bound to accept any bid and reserves the right not to conclude a contract following the award of the Tender due to justifiable reasons. The Bank reserves the right to refuse even the most advantageous bid on such grounds.

2.38.3 Following the decision to award a contract falling within the scope of this Invitation to Tender, a contract may not be concluded before the expiry of a period of ten (10) calendar days with effect from the day following the date on which regret letters are sent to unsuccessful Tenderers.

2.38.4 Tenderers shall be deemed to be excluded if they have been notified officially as stated above and if the award has either been considered lawful after an independent review or can no longer be subject to a review procedure.

2.39 INFORMATION ON AWARD OF CONTRACT

2.39.1 The communication of the award of contract to each Tenderer shall include a summary of the relevant reasons to inform:

a) any unsuccessful Tenderer, of the reasons for the rejection of his Tender, including the reasons for its decision of non-equivalence or its decision that the services offered do not meet the performance or functional requirements;
b) any Tenderer who has made an admissible Tender, of the characteristics and relative advantages of the Tender selected as well as the name of the Successful Tenderer.

2.39.2 Notwithstanding the above, the Bank may decide to withhold certain information regarding the Contract award where the release of such information would impede law enforcement, would otherwise be contrary to the public interest, would prejudice the legitimate commercial interests of economic operators, whether public or private, or might prejudice fair competition between them.

2.39.3 Prior to the expiration of the period of validity of tenders, the Bank will notify the Successful Tenderer in writing, that his Tender has been recommended for award, pending any appeal being lodged in terms of the Public Procurement Regulations.

2.40 SIGNING OF CONTRACT

2.40.1 The Contract will be awarded to and shall be signed by the Successful Tenderer after the lapse of the appeals period and provided that no objections have been received and or are upheld. The validity of the Tender of the Successful Tenderer is extended until the signing of the Contract.

2.40.2 The Bank shall only be bound to procure from the Tenderer once the Contract is duly signed, and only in accordance with the terms and conditions specified therein. No other written or verbal communication indicating such commitment shall be enforceable on the Bank.

2.40.3 The Successful Tenderer undertakes to accept the General Conditions of Contract (Part B – 3.0 of the Tender Document).

2.40.4 A valid contract does not in any way imply that the holder is an exclusive contractor to the Bank of the products or services listed within it, neither does it restrict in any way the Bank to procure the same or similar products and services whatsoever from other contractors. This clause shall also extend to instances wherein the Successful Tenderer breaches any one of the conditions of the General Conditions of the Contract. In such instances, the Bank reserves the right to procure the products and services from the second-best placed Tenderer at the price tendered.

2.40.5 If the Successful Tenderer fails to sign and return the Contract within seven (7) days from the date when the Bank sends the Contract to the Successful Tenderer for signature without any reasonable cause, the Bank may consider the acceptance of the Tender to be cancelled. As a consequence, the Bank may claim compensation and/or pursue any other remedy in respect of such failure. The Successful Tenderer will have no claim whatsoever against the Bank.

PART B

3.0 GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITIONS

In these conditions and in any specifications of special conditions annexed hereof:

'**Bank**' shall mean the Central Bank of Malta;

'**Malta**' shall have the meaning assigned to it by article 124(1) of the Constitution of Malta;

'**the Contract**' includes the General Conditions of Contract and any specifications, schedules and any other documents referred to in the agreement as constituting the Contract;

'Coin Boxes' shall refer to the coin presentation cases that are to be supplied by the Contractor to the Bank in terms of Part C of the Tender Document;

'**Confidential information**' shall refer to any Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, intellectual property rights of the relevant party, including all information related to the Invitation to Tender or the Tender which has been clearly designated as confidential or which is reasonably considered to be confidential;

'**Data Protection Legislation**' shall refer to the Data Protection Act, (*Cap. 586 of the laws of Malta*), the Electronic Communications Data Protection Directive 2002/58/EC and all applicable laws and regulations relating to processing of personal data and privacy including Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR);

'**Data Subject**' shall have the same meaning as set out in the Data Protection Act;

'**Default**' means any breach of the obligations of the relevant party, including a fundamental breach of any of the terms of the Contract or any other act, omission or negligence of the relevant party, its employees, agents in connection with or in relation to the subject matter of the Contract and in respect of which such party is liable;

'**Effective Date**' means the date when the Contract is signed by the last Contracting Party;

'**Good Industry Practice**' shall mean the performance of services in a diligent and professional manner including the exercise of that degree of skill and care which an appropriately skilled person engaged under similar conditions would ordinarily be expected to provide;

'**Intellectual Property Rights**' includes without limitation, patents, trademarks, registered designs, copyright, design rights and any other intellectual or industrial property rights;

'**Invitation to Tender**' shall refer to the Invitation to Tender documentation and all related documents published by the Bank and made available to Tenderers;

'**Personal Data**' shall have the same meaning as set out in the Data Protection Act (Cap. 586 of the laws of Malta) and Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR);

'**Retention Money**' shall mean the payment for a service that is withheld pending the completion of some specified condition.

'**Services**' means the services which will be provided by the Contractor to the Bank in terms of Part C of the Tender Document;

'**Term**' shall refer to the time period starting from the later date of signature of the Contract until the date of expiry or termination of the Contract in accordance with its terms, whichever is the earliest without prejudice to any subsequent extensions to the Term as agreed between the Parties.

3.2 INTERPRETATION

a) Masculine/Feminine – Unless specifically stated or unless the context otherwise requires, the masculine shall include the feminine.
b) The singular shall include the plural and vice-versa. Definitions may be used in the singular or in the plural.
c) References made to any Law, statutory provision or statutory instrument include a reference to that Law, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it.
d) Headings to the different sections of the General Conditions of Contract are for ease of reference only and shall not affect the interpretation or construction thereof.

3.3 PURPOSE

The purpose of this Contract is to appoint a Contractor to provide the Bank with:

a) the minting and supply of euro circulation coins including €2 commemorative coins, and the minting and supply of collector coins in gold and silver in accordance with the Technical Specifications – Part C of the Tender Document ("**Coin Products**"); and
b) the manufacture and supply of Coin Boxes in accordance with the Technical Specifications – Part C of the Tender Document.

3.4 TERM OF CONTRACT

The Contract shall be valid from the Effective Date for a period of two (2) years, with the possibility of further annual extensions subject to satisfactory performance up to a total maximum contractual period of five (5) years, unless either party exercises its right to terminate in terms of the Contract.

3.5 PERFORMANCE OF THE CONTRACT

3.5.1 The Contractor shall supply the Coin Products and the Coin Boxes in accordance with the Technical Specifications under Part C of the Tender Document. The large-scale minting will be launched only after the Bank's approval of the proofs provided beforehand by the Contractor.

3.5.2 The Bank's representatives will have the right to visit the Contractor's premises and perform audits to check the produced coins and the production process as well as the production tools.

3.5.3 The Contractor acknowledges that the Bank relies on the skill and judgment of the Service Provider in the supply of the Coin Products and the Coin Boxes, and the performance of its obligations under the Contract.

3.5.4 The Bank will perform quality and quantity checks of the Coin Products and Coin Boxes. Missing or defective Coin Products / Coin Boxes will be reported by means of a written notice to the Contractor within a reasonable period. In such cases, the following provisions shall apply:

a) In case of shortfall in quantities delivered, the Contractor shall deliver the Coin Products / Coin Boxes to make up for the shortfall with respect to the quantity foreseen as soon as possible and at no additional cost for the Bank. The transportation cost incurred shall be exclusively borne by the Contractor.

b) In case of defects in quality/packaging delivered, the Contractor shall deliver the Coin Products / Coin Boxes to make up for the defects in quality/packaging with respect to the quantity foreseen as soon as possible and at no additional cost for the Bank. The transportation cost incurred shall be exclusively borne by the Contractor.

3.5.5 If necessary, the Contractor will be allowed to send a representative to the Bank's premises in order to check claims involving quality defects.

3.5.6 Timely delivery is essential and if the Contractor fails to deliver the Coin Products / Coin Boxes within the time specified in the Technical Specifications, the Bank may apply penalties in accordance with Clause 3.9 – Delays in the Provision of Services.

3.5.7 The Service Provider shall perform the Contract in accordance with the highest professional and ethical standards.

3.5.8 The Service Provider shall comply with all laws, rules, and regulations bearing upon the performance of its obligations under the Contract.

3.5.9 The Service Provider will be responsible for compliance with any regulatory change and will make any necessary changes in order to be compliant.

3.5.10 The Service Provider shall have the sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.

3.5.11 The Service Provider shall remain responsible for all acts and omissions of anyone directly or indirectly employed by him in the performance of the contract.

3.5.12 An obligation on the Service Provider to do, or to refrain from doing, any act or thing shall include an obligation upon the Service Provider to procure that its employees, staff, agents' employees, staff and agents also do, or refrain from doing, such act or thing.

3.5.13 The Service Provider shall be responsible for the professional and technical competence of the personnel it assigns to render services under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract in accordance with a high standard of moral and ethical conduct and in respect of and in conformity with the laws applicable in Malta.

3.5.14 Should any unforeseen event, action or omission directly or indirectly hamper the execution of the Contract, either partially or totally, the Service Provider shall immediately report it to the Bank. The report shall include a description of the problem, an indication of the date on which it started and of the remedial action taken by the Service Provider to ensure full compliance with his obligations under the Contract. The Service Provider is to give priority to solving any problem that might arise rather than determining liability.

3.5.15 Should the Service Provider fail to perform his obligations under the Contract, the Bank may without prejudice to its right to terminate the Contract, reduce or recover payments in proportion to the scale of failure.

3.6 COMMUNICATIONS

3.6.1 Communications between the Bank and the Contractor, including any notice or other document required under the Contract, shall be in writing and the Parties shall ensure that any verbal communications are followed up by a written communication.

3.6.2 Communications that are not in writing shall be of no effect unless and until confirmed in writing by the sender or the other party.

3.6.3 Whenever the Contract provides for the giving or issuing of any notice, consent, approval or decision, such notice, consent, approval or decision shall be in writing and delivered by registered post or facsimile or by electronic means.

3.6.4 Communications sent by recorded or registered post shall be presumed to have arrived at the address to which they are posted on the second day after posting.

3.6.5 In the case of communications sent via electronic means, the Parties recognise and accept all associated risks including lack of security, unreliability of delivery and possible loss of confidentiality. Such communications shall be regulated by any relevant legislation in force from time to time.

3.7 DISCREPANCIES

The Contractor should refer to the Bank any inconsistency or omission or any discrepancy that may subsist between the Contract requirements and the General Specifications, in order to seek an explanation and further clarification from the Bank.

3.8 VARIATIONS

Any variations are to be brought to the attention of the Contractor. These are to be made in writing showing cost and time implications, if any. The Bank can only give approval after consideration by the Contractor. Similarly, any variations issued by the Contractor on behalf of the Bank shall have the Bank's approval. In any case, approval is to be given within three (3) working days from the raising of the variation.

3.9 DELAYS IN THE PROVISION OF THE SERVICE

3.9.1 If the Contractor fails to perform the service/s within the specified period, the Bank will, without prejudice to its other remedies under the Contract, be entitled to liquidate damages for every day, which shall lapse between the end of the period specified for the performance and the actual day of the completion, at the daily rate of €230.00 up to the day on which the service/s is/are delivered.

3.9.2 Should the Contractor, however, provide the services required within a period agreed by all parties to the satisfaction of the Bank, the cancellation of such penalties may be considered.

3.10 CONTRACT PRICE AND MODE OF PAYMENT

3.10.1 In consideration of the Contractor's performance of its obligations under the Contract, the Bank shall pay the Contract price in accordance with the provision hereafter:

a) the Bank shall pay all sums due to the Contractor within thirty (30) days of receipt of a valid invoice, submitted after each delivery of the Coin Products / Coin Boxes;

b) the Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the work completed and Coin Products / Coin Boxes supplied and that it is supported by any other documentation reasonably required by the Bank to substantiate the invoice;

c) all Contractor invoices shall be expressed in euro, net of VAT; and

d) all Contractor invoices shall mention the Contract reference

3.10.2 Payments will be made in euro.

3.10.3 Settlement will be effected by a direct credit payment to the Service Provider's specified bank account against invoice. Invoices are to be accompanied by statements of services procured together with the relative documentation (such as clippings and invoices). The Service Provider must forward the company's IBAN number, details of branch and e-mail address.

3.11 TERMS OF PAYMENT

3.11.1 Payment terms shall be in accordance with the international commercial practices applicable to the specific services.

3.11.2 Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted and approved by the Bank.

3.11.3 Payments to be made by the Bank will be due to the Contractor in accordance with these terms of payment subject to articles 26A to 26E of Part 1, Title II of the Commercial Code (*Cap. 13 of the laws of Malta*).

3.11.4 No payments shall be due to the Contractor other than those set out in this Contract as indicated in **Appendix J – Financial Bid** of the Tender Document or agreed to between the Parties and included in writing and attached to the Contract as an addendum.

3.11.5 No payment will be made for any part of the contractual obligations omitted because of a suspension required by the Bank as a result of any breach of the Contract by the Contractor.

3.11.6 Payment will be subject to any deductions to which the Contractor may have become liable to pay under this Contract.

3.11.7 Invoices are to be sent physically or electronically to:

Currency Operations Office
Central Bank of Malta
Castille Place
Valletta VLT 1060
Malta

3.12 PERFORMANCE GUARANTEE

3.12.1 The Contractor shall, within fifteen (15) calendar days of receipt of the Contract, sign and date the Contract and return it together with the original Performance Guarantee to the Bank. The amount of the guarantee shall be 4% of the annual contract value.

3.12.2 The Performance Guarantee shall be issued by a reputable commercial bank which is acceptable to the Bank, and it shall follow the format of **Appendix I** of the Tender Document.

3.12.3 The Performance Guarantee shall be denominated in the currency in which the contract is payable.

3.12.4 The Contractor will be considered to be in material breach of the Contract in the event that it fails to furnish the Performance Guarantee under these clauses.

3.12.5 The Bank will demand payment from the Performance Guarantee of all sums for which the Contractor is liable under the Performance Guarantee due to the Contractor's Default under the Contract, in accordance with the terms of the Performance Guarantee and up to the value thereof.

3.13 RECOVERY OF SUMS DUE

The Bank may retain or set off any amount owed to it by the Contractor against any amount due to the Contractor under the Contract.

3.14 LICENCES

3.14.1 The award of the Tender does not exonerate the Contractor from the obligation of obtaining any permit and/or licence that may be required under any law, principal or subsidiary, in force from time to time.

3.14.2 The Contractor shall guarantee to obtain any permits and licences required for the performance of the Contract.

3.15 OCCUPATIONAL HEALTH AND SAFETY

The Contractor shall be bound to conform to the Health and Safety at Work Act (*Cap. 646 of the laws of Malta*) as well as any other national legislation, regulations, standards, and/or codes of practice regarding health and safety issues which are in effect during the Term of the Contract and which regulate and are applicable to the particular nature of the Contractor operations and work activities. 3.16 FORCE MAJEURE

3.16.1 Neither Contracting Party shall be liable for delay or failure to perform any of its obligations under the Contract insofar as the performance of the contractual obligations is prevented by an event of Force Majeure.

3.16.2 Force Majeure shall mean any unforeseeable and exceptional situation beyond the control of the contracting parties which renders either Party unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract, provided it is not due to error or negligence on the part of any of the Contracting Parties and could not have been avoided by the exercise of due diligence.

3.16.3 A Contracting Party cannot claim relief from liability if the Force Majeure is attributable to its wilful act, neglect or failure to take reasonable precautions.

3.16.4 Each Contracting Party shall use all reasonable endeavours to continue to perform its contractual obligations for the duration of the Force Majeure event.

3.16.5 Defects in equipment used to provide any one of the services under this Contract or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure unless they stem directly from a relevant case of Force Majeure.

3.16.6 The Party affected by an event of Force Majeure (hereinafter an "Affected Party") shall immediately give the other party written notice of the event of Force Majeure by registered letter with acknowledgement of receipt or equivalent, stating the nature, likely duration and foreseeable effects of the Force Majeure together with evidence of its effect on the obligations of the Affected Party, and any action the Affected Party proposes to take to mitigate its effect.

3.16.7 As soon as possible following the Affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree on appropriate terms to mitigate the effects of the Force Majeure and to facilitate the continued performance of this Contract.

3.16.8 Where the Contractor is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimize the consequences of the Force Majeure.

3.16.9 The Affected Party shall notify the other Party as soon as possible after the event of Force Majeure ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract. Following such notification, the Contract shall continue to be performed on the terms existing immediately before the occurrence of the event of Force Majeure unless agreed otherwise by the Parties.

3.16.10 In any case, the Bank shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations and meet its responsibilities under the Contract, wholly or in part, by reason of Force Majeure for any period in excess of ninety (90) days; the Bank shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in the Termination clause hereunder.

3.17 SUB-CONTRACTING

The Contract or any part thereof may not be sub-contracted by the Contractor without the prior consent of the Bank.

3.18 ASSIGNMENT

3.18.1 The Contractor may not assign, transfer, pledge or make any other disposition of the Contract or of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorisation of the Bank.

3.18.2 In the absence of the Bank's written authorisation or in the event of failure to observe the terms thereof, any assignment made by the Contractor shall be unenforceable and without effect with respect to the Bank.

3.19 INDEPENDENT CONTRACTOR

3.19.1 The Contractor is not and shall not hold itself out as an agent or partner of the Bank.

3.19.2 The Contractor is not an employee of the Bank and shall be treated for all purposes as an independent Contractor.

3.19.3 The Contractor acknowledges that the signing of this Contract does not in any way imply that the holder is an exclusive Contractor to the Bank of the products or services listed within it, neither does it restrict in any way the Bank to procure the same or similar products and services whatsoever from other Contractor.

3.20 NON-SOLICITATION

3.20.1 Throughout the term of the Contract, and for three (3) months thereafter, the Contractor and any organisation wholly owned or controlled by the Contractor or which wholly owns or controls the Contractor, shall not, without the Bank's prior written consent:

a) engage any employee or consultant of the Bank, whether directly or indirectly, full or part-time, paid or unpaid, in a consultancy or in any other role whatsoever;
b) solicit, or facilitate in soliciting for employment any employee or consultant of the Bank.

3.20.2 The Contractor understands and accepts that a breach of this clause may, at the discretion of the Bank, result in severance of any or all contracts between the Contractor and the Bank, without prejudice to any rights pertaining to the Bank which rights shall have arisen prior to any severance of Contract as above stated.

3.21 LIABILITY

3.21.1 The Contractor shall pay the Bank promptly for all loss, destruction, or damage to the property of the Bank caused by the Contractor's personnel or anyone else directly or indirectly employed by the Contractor in the performance of the Contract.

3.21.2 The Contractor shall provide compensation in the event of any action, claim or proceedings brought against the Bank by a third party as a result of damage caused by the Contractor during the performance of the Contract.

3.21.3 The Bank shall not be liable for any damage sustained by the Contractor during the performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Bank.

3.21.4 The Contractor shall bear the responsibility for any loss or damage of integrity, during production, storage or delivery of the Coin Products / Coin Boxes.

3.22 CONTRACTOR NEGLIGENCE

The Contractor must submit details of the terms of the insurance policies insuring the Contractor for all sums he may become liable to pay as damages by reason of wilful default, omission or negligence and/or any other policies of insurance required by the Bank which the Contractor already holds, proposes to effect or intends to use to meet the requirements of the Contract.

3.23 INSURANCE POLICIES

a) **Public Liability Insurance Policy:** The Contractor undertakes to subscribe to, to issue and have in place, prior to the commencement of operation of the Contract, a public liability insurance policy covering the legal liability to pay damages and claimants costs and expenses up to at least two million and five hundred thousand euro (€2,500,000) in respect of injury to third parties or third party property damage arising in connection with the provision of supplies or services to the Bank. The policy should include clauses noting cover for property temporarily occupied to carry out work and property being worked upon. The policy should also note the Bank as additional assured with the incorporation of a cross-liability clause, thus validating claims between the insured parties and between an insured party and employees of another insured party. In addition, the policy is to indemnify the Services Provider's and the Bank's directors, officers and employees should a claim be directed against them. The policy should:

i. include an indemnity clause and waiver of subrogation in favour of the Bank;
ii. cover liability for property in the care, custody and control of the Contractor, including property of the Bank which is being handled;
iii. cover liability for damage to other property/premises of the Bank, including premises temporarily occupied for the purpose of carrying out the contracted service;
iv. cover liability arising out of the use of cranes, aerial platform vehicles, fork lifters and any other equipment whilst being used as a tool of trade, irrespective if licensed for road use or not; and
v. cover liability for vehicles not licensed for the road whilst used within Bank premises or in the vicinity of the premises.

Details of this insurance are to be submitted to the Bank seven (7) days following signing of the Contract.

b) **Employer's Liability Insurance Policy**: The Service Provider undertakes to subscribe to, to issue and have in place, prior to the commencement of operation of the Contract, an employer's liability insurance policy covering the legal liability up to at least two million and five hundred thousand euro (€2,500,000) in respect of any accident, loss or injury that may be sustained by employees of the Service Provider, whether accidental or otherwise, during the provision of supplies or services to the Bank. The policy is to contain a waiver of subrogation against the Bank, its directors, officers and employees. In addition the policy is to indemnify the Bank its directors, officers and employees should a claim by an employee or employees of the Contractor be directed against the Bank, its directors, officers and employees. Details of this insurance may be requested.

3.24 INSURANCE REQUIREMENTS

3.24.1 The Contractor:

- shall not cancel the insurance policies held by him and required by the Bank and or make any material change thereto without the express written consent of the Bank; and

- may change the insurers with whom the insurances are held on an annual basis upon notice to the Bank at least fifteen (15) working days prior to any such change. In the event that such a change results in revisions to the terms or cover, the Bank's consent will be required before the change can be implemented;

- shall maintain the insurance policies on favourable terms, as generally available to a prudent Contractor in respect of risks insured in the international insurance market in accordance with Good Industry Practice; and

- shall maintain the insurance policies with a reputable insurance company.

3.24.2 The Contractor shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as avoided in whole or in part.

3.24.3 The Contractor shall use reasonable endeavours to notify the Bank as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any insurance, or any cover or claim under any insurance in whole or in part.

3.24.4 The Bank may purchase (if possible) any of the insurance policies which the Contractor has failed to maintain in full force and effect pursuant to this provision. The Bank may recover the premium and other costs incurred in doing so as a debt due from the Contractor.

3.24.5 The Bank may from time to time submit a request in writing to the Contractor, demanding evidence of the existence of all insurance policies, copies of all policy terms, and evidence of the timely payment of premiums and the Contractor shall provide all such evidence within ten (10) working days of such written request.

3.25 INDEMNITY

The Contractor shall indemnify and defend the Bank, its agents and employees from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the Bank, including, but not limited to, all litigation costs and expenses, legal fees, settlement payments and damages, based on, arising from, or relating to:

- allegations or claims that the possession of or use by the Bank of any patented device, any copyrighted material, or any other services provided or licensed to the Bank under the terms of the Contract, in whole or in part, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,
- any acts or omissions of the Contractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

3.26 PROFESSIONAL SECRECY

The Contractor and its employees shall fulfil the requirements of and comply with the Professional Secrecy Act (*Cap. 377 of the laws of Malta*). The Contractor must act professionally throughout the duration of the Contract with particular emphasis on confidentiality.

3.27 CONFIDENTIALITY

3.27.1 Information and data, designated as confidential, delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, shall be held in confidence by that Party and the recipient ("Recipient") of such information shall:

- use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Confidential Information which it does not wish to disclose, publish or disseminate; and

- use the Discloser's information solely for the purpose for which it was disclosed.

3.27.2 The Recipient may disclose:

- Confidential Information to any other party with the Discloser's prior written consent;

- Confidential Information to the Recipient's employees, officials, representatives and agents who have a need to know such information for the purposes of performing obligations under the Contract;

- Confidential Information to the extent required by law if such disclosure is compelled by law;

- Information which was obtained from a third party without obligation of confidentiality;

- Information which was already in the public domain at the time of disclosure otherwise than by a breach of this provision; or

- Information which is independently developed without access to the other Party's Confidential Information.

3.27.3 The Contractor may only disclose the Bank's Confidential Information to the Contractor personnel who are directly involved in the provision of the services which fall within the scope of the Contract and who need to know the information in order to fulfil the Contractor's contractual obligations.

3.27.4 The Contractor shall instruct each member of his staff, and agents to respect the confidentiality of the Bank and not make use of or divulge to third parties any Confidential Information concerning the business of the Bank, its financial affairs, its relations with its employees, as well as any other information which is not publicly available and which is specifically designated as confidential by the Bank.

3.27.5 These obligations and restrictions of confidentiality shall be effective during the Term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

3.28 DATA PROTECTION

3.28.1 Any Personal Data relating to the Contract and its execution shall be collected and processed pursuant to the Data Protection Legislation.

3.28.2 Any Personal Data which is collected shall be processed solely for the purposes of performance, management and follow up of the Contract.

3.28.3 The Contractor hereby grants its consent for any personal data collected by the Bank to be processed solely for the purposes of performance, management and follow up of the Tender.

The Contractor shall have the right of access to one's Personal Data and the right to port, rectify, erase and restrict any such data which is inaccurate or incomplete, and to object to processing by withdrawing consent.

3.28.4 The Contracting Parties shall:

- implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

- take reasonable steps to ensure the reliability of any Personnel who have access to the Personal Data;

- obtain prior written consent from the other contracting party in order to transfer the Personal Data to Affiliates;

- ensure that all personnel required to access the Personal Data are informed of the confidential nature of the Personal Data;

- ensure that none of the personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the other contracting party;

- not process Personal Data outside the EU without the prior written consent of the other Contracting Party;

- comply with Data Protection Legislation at all times.

3.29 FREEDOM OF INFORMATION

The Bank declares, and the Contractor acknowledges, that the Bank, as a public authority subject to the provisions of the Freedom of Information Act (*Cap. 496 of the laws of Malta*), may be required to disclose information to eligible persons under the said Act relating to the provisions of this Contract or to the contractual relationship with the Contractor in general. In such a case, the Bank will always act in accordance with the provisions of the said Act, the Bank's Freedom of Information Code of Practice and any other relevant laws.

3.30 CONFLICT OF INTEREST

The Contractor shall take all necessary measures in order to prevent any situation that could compromise the impartial and objective performance of the Contract. Any conflict of interest which could arise during the performance of the Contract as a result of an economic interest, political or national affinity, family ties or any other relevant connection, must be notified to the Bank without delay. The Contractor should declare whether directly or indirectly any of its Directors /Partners/Officers are corporate/business members or are close members of the family of any key management personnel, Governors, or other members of the Board of Directors, of the Bank.

3.31 ENTIRE CONTRACT

3.31.1 The Contract constitutes the entire understanding between the Contracting Parties and shall supersede all prior oral or written communications with respect to the subject matter of this Contract.

3.31.2 No other term or condition which the Contractor may seek to impose or any contrary or additional terms and conditions contained in the Contractor proposal or any licensing agreements will apply, unless as advised in the Contract. Any such term or condition will be considered null and void.

3.32 AMENDMENTS

3.32.1 Unless otherwise stated in these General Conditions of the Contract, the Contract may be amended as necessary with the mutual consent of both Parties.

3.32.2 The amendments shall be executed in writing, dated and signed by both the Bank and the Contractor and attached to the Contract. Verbal undertakings shall be considered as unenforceable.

3.32.3 Unless otherwise agreed, the rights and restrictions described in the Contract shall automatically be extended to apply to any amendments done in accordance with this provision.

3.33 SUPERVENING ILLEGALITY AND SEVERANCE

3.33.1 In the eventuality that any term or provision in the Contract is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term, provision or part thereof shall to that extent be deemed not to form part of the Contract.

3.33.2 The validity and enforceability of the remainder of the Contract shall not be affected.

3.34 SUSPENSION

3.34.1 Without prejudice to the Bank's right to terminate the Contract, the Bank may at any time, suspend the performance of the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides.

3.34.2 The Bank may at any time following suspension give notice to the Contractor to resume performance of the Contract. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of any part thereof.

3.35 TERMINATION

3.35.1 Without prejudice to the paragraphs in this clause, the Bank shall be entitled to terminate the Contract at any time provided twenty (20) working days written notice is given to the Contractor. The Contractor shall be compensated by the Bank on a pro-rata basis for the services provided to the Bank's satisfaction up to and including the date of termination.

3.35.2 On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage and cancel or reduce his commitments.

3.35.3 The Bank shall be entitled to terminate the Contract without liability for compensation in terms of clause 3.35.1 to the Contractor at any time, by giving twenty (20) days' notice, unless a different notice period is specified hereunder, in the following circumstances:

a) the Contractor is in material breach of any of its obligations under the Contract and fails to remedy such breach without reasonable justification within thirty (30) days from a written notice requesting the remedy thereof;

b) the Contractor is bankrupt or is being wound up or his affairs are being administered by the courts or has entered into an arrangement with creditors or has suspended business activities or is the subject of proceedings for a declaration of bankruptcy or for an order for compulsory winding up or administration by the court;

c) the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata* or the Bank has evidence or seriously suspects the Contractor of professional misconduct;

d) the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the laws of Malta or of the country in which he is established;

e) the Contractor was guilty of serious misrepresentation in supplying the information required by the Bank as a condition of participation in the Contract procedure or has failed to supply this information;

f) where the Contractor is unable through his own fault to obtain any permit or licence required for performance of the Contract;

g) where the Bank has evidence or seriously suspects the Contractor or any related entity or person of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;

h) where the Bank has evidence or seriously suspects the Contractor or any related entity or person of fraud, corruption, involvement in a criminal organization or any other illegal activity;

i) where the Contractor commits a Default which results in the criminal investigation, prosecution and conviction of the Contractor under the Health and Safety at Work Act (*Cap. 646 of the Laws of Malta*);

j) where a change in the Contractor legal, financial, technical or organizational situation could, in the Bank's opinion, have a significant effect on the performance of the Contract.

k) in the case of an event of Force Majeure which renders the Contractor unable to perform the contract for a protracted period of time as set out above in the Force Majeure clause;

l) where the Contractor ceases or threatens to cease, to carry on business or the provision of services specified under Part C of the Tender Document.

3.35.4 Where the cause of termination by the Bank is a material Default, the Bank may rely on a single material Default or on a number of Defaults or repeated Defaults that taken together constitute, in the opinion of the Bank, a material Default.

3.35.5 The Contract may be terminated by the Bank by giving the Contractor thirty (30) days' notice in writing, if a liquidator, official receiver, insolvency practitioner or similar officer shall be appointed over the whole or a substantial part of the undertaking, property or assets of the Contractor or if the Contractor is unable to pay its debts as provided in article 213 of the Companies Act (*Cap. 386 of the laws of Malta*).

3.35.6 The Contract shall be terminated by the Bank by sending a notice in writing to the Contractor in the event that the Contractor abandons the provision of the services falling within the scope of the Contract. The Contractor shall be deemed as having abandoned the provision of the services falling within the scope of the Contract if the Contractor fails to reply to the notice of termination referred to in this clause within a period of fifteen (15) calendar days by providing reasons for the failure to provide the services falling within the scope of the Contract.

3.35.7 Without prejudice to the aforesaid, the Bank may terminate the Contract, or terminate the provision of any part of the Contract by written notice to the Contractor with immediate effect if the Contractor commits a Default and if:

a) the Contractor fails to remedy the Default to the satisfaction of the Bank within thirty (30) days, or such other period as may be specified by the Bank, after issue of a written notice specifying the Default and requesting such remedy;

b) the Default is not capable of remedy; or

c) the Default is a fundamental breach of the Contract.

3.35.8 The Contractor shall continue to be responsible for the services rendered up to such termination date.

3.35.9 Any expiration or termination of this Contract for any reason shall not affect any accrued rights, liabilities or remedies of either party, including those related to warranties and remuneration paid up to and including the date of termination, which may arise under this Contract.

3.35.10 Following notice of termination of this Contract, the Contractor shall at the request of the Bank continue to perform his obligations under the Contract until the end of the Term or for such other period as the Parties may agree in accordance with the terms of this Contract.

3.35.11 The Contractor may not terminate the Contract except in the event that the Bank is in delay in the payment of the fees and remains so in delay for ten (10) days following the expiry of sixty (60) days after the date of issue of an invoice sent by the Contractor requesting payment.

3.35.12 The terms, conditions and warranties contained in the Contract, that by their sense and context are to be construed to apply even after the completion, the performance, cancellation or termination of the Contract, shall continue to subsist notwithstanding the termination or expiration of the Contract.

3.36 CONSEQUENCES OF TERMINATION

The rights of the Bank to terminate or otherwise under clause 3.35 are in addition (and without prejudice) to any other right or remedy which the Bank may have to claim the amount of loss or damage suffered by the Bank on account of the acts or omissions of the Contractor or to take any action other than termination.

3.37 GOVERNING LAW AND JURISDICTION

These General Conditions of Contract and the Contract entered into shall be governed by and construed in accordance with the laws of Malta. Notwithstanding any other agreement or condition to the contrary, in case of any disagreement or claims, the Maltese Courts shall have exclusive jurisdiction to hear and decide on the merits of the matter in dispute.

3.38 PUBLICITY AND BRANDING

The Contractor shall, as a matter of policy, not be permitted to use the Bank's name, logo, image or communication as a testimonial to their services/products for the purpose of advertising or publicity. Nevertheless, should the Bank deem it appropriate to depart from this policy, the parameters for use of such intellectual property shall be strictly agreed to in writing.

3.39 TRANSFER OF SUPPLIES

The transfer of the supplies to the Bank occurs when the Coin Products / Coin Boxes enter its premises. The transfer of the supplies will be materialised by the transmission to the Contractor's representative of a receipt duly signed by the Bank's representatives.

3.40 CONFLICTING CLAUSES

In cases of conflict between the general and specific clauses in this Contract, the provisions of the specific clauses will prevail.

PART C

4.0 TECHNICAL SPECIFICATIONS

The minimum service requirements for the performance of the Contract are detailed hereunder. Such requirements shall be understood as the minimum service requirements and shall be construed as forming an integral part of the Contract.

4.1 General description

The objective of this Tender is to appoint a Contractor to supply the Bank with the following:

a) Malta euro circulation coins in rolls.

b) Commemorative €2 coins in rolls, and in capsules, as required.

c) Malta euro coin sets.

d) Collector coins in precious and other metals.

e) Coin boxes for gold and silver coins, and for €2 commemorative coins in proof quality.

f) Destruction of coins.

Tenderers may submit a tender for one lot, two lots, or for all three lots, by completing the appendices requested under this Tender, including:

a. Appendix J – Financial Bid – Lot 1

b. Appendix J – Financial Bid – Lot 2

c. Appendix J – Financial Bid – Lot 3

4.2 Lot 1 – Euro Circulation Coins including Euro Commemorative Coin Products

4.2.1 Design characteristics of coins

a. Reverse side

The reverse side of the Malta euro circulation coins shall be the Common Side of euro circulation coins and should comply with the latest specifications issued by the European Commission (EC) and the European Central Bank (ECB).

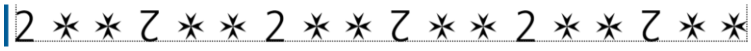
b. Obverse side

i. The obverse side of the coins (national side) shall consist of three different designs: the eight-pointed Maltese cross, the Malta coat of arms, and the altar of the prehistoric temple of Mnajdra.

ii. For €2 commemorative coins, the design to be used for the obverse (national side) will be provided by the Bank.

c. Edge lettering

The €2 coin will bear edge lettering consisting of the number 2 followed by two Maltese Crosses. The edge lettering will be repeated six times, alternately upright and inverted as per image below.



d. Delivery of Master and Production tools

The Successful Tenderer, upon signing of the Contract, shall obtain the Master and Production tools (at its own expense) from the mint which is currently holding them (following proper authorisation by the Bank). The Master and Production tools include the following:

i. master and production tools of the Malta national side in physical and/or electronic form.
ii. edge lettering tool for the €2 coin in physical and/or electronic form.

The tool for the minting of the common side of the coins and the obverse side in the case of common commemorative coins must be requested by the Successful Tenderer from the Mint Directors Working Group (MDWG).

4.2.2 Technical Specifications of Malta Euro Circulation Coins

The technical specifications of Malta euro circulation coins must be as listed in the table below and in accordance with the Technical Specifications for Euro coins and blanks. Euro coins and blanks should be produced according to all regulations, standards, procedures and technical specifications as regulated by the EC including adherence to all documents issued by the MDWG and the ECB as well as with legal acts and/or guidelines and documents that replace or repeal them.

Technical Specifications of Malta Euro Circulation Coins							
Denomination (euro)	**Diameter (in mm)**	**Thickness (in mm) ***	**Weight (in g)**	**Shape**	**Colour**	**Composition**	**Edge**
2	25.75	2.20	8.5	Round	Outer part: white; inner part: yellow	Copper-nickel (Cu75Ni25) Three layers: nickel-brass, nickel, nickel brass CuZn20Ni5/Ni12/CuZn20Ni5	Edge lettering Fine milled
1	23.25	2.33	7.5	Round	Outer part: yellow; inner part: white	Nickel-brass (CuZn20Ni5) Three-layers: Cu75Ni25/Ni7/Cu75Ni25	Interrupted milled
0.5	24.25	2.38	7.8	Round	Yellow	Nordic gold Cu89Al5Zn5Sn1	Shaped edge with fine scallops
0.2	22.25	2.14	5.7	"Spanish flower" shape	Yellow	Nordic gold Cu89Al5Zn5Sn1	Plain
0.1	19.75	1.93	4.1	Round	Yellow	Nordic gold Cu89Al5Zn5Sn1	Shaped edge with fine scallops
0.05	21.25	1.67	3.9	Round	Red	Copper-covered steel	Smooth
0.02	18.75	1.67	3	Round	Red	Copper-covered steel	Smooth with a groove
0.01	16.25	1.67	2.3	Round	Red	Copper-covered steel	Smooth

* This indicates the average thickness and not the overall thickness measured at the rim of the coins.

4.2.3 Technical characteristics of €2 commemorative coins and Malta Euro Coin Sets in brilliant uncirculated (BU) quality

- **€2 commemorative coins**

Tenderers should provide a financial bid for the €2 commemorative coins in BU quality as follows:

- coins to be placed in rolls; and
- coins to be placed in capsules.

The Successful Tenderer would have the responsibility for the appropriate placement of the coins in the capsules and should communicate with the Bank in this respect prior to the placement of coins.

a. Rolls

Each roll shall be made up of the number of coins as specified in the table below under section 4.2.6.2. The design of the paper shall be provided by the Bank and printed by the Successful Tenderer.

b. Capsules

The capsules should be made of chemically inert materials and should be such as to ensure good fitting and perfect closing.

- **Malta Euro annual coin set and Malta dated set**

Tenderers should provide a financial bid for the set of eight-euro coin denominations, ranging from €0.01 to €2, collectively referred to as the **"Malta annual coin set"**, in **BU** quality. These will be part of the coin production with same year indication on the coins as that on the set.

The Bank also requires a financial bid for a dated set referred to as **"Malta dated set"** including the eight denominations plus a €2 commemorative coin, all in **BU** quality.

Tenderers are required to submit the financial bid for the **"Malta annual coin set"**, and the **"Malta dated set"** within the same financial bid for Lot 1 as follows:

1. A bid including the packaging as indicated hereunder; and
2. Another bid which excludes packaging.

a. **The packaging** of both sets should be of the three-gate wallet type placed in a slip case (referred to as presentation pack). The design (artwork, text) of the sets will be the responsibility of the Bank and will be forwarded to the Successful Tenderer in time, prior to the production of the **Malta annual coin set** and the **Malta dated set**. The manufacturing of the presentation pack should be in accordance with the technical specifications shown below and should start only after all design details are finalised/agreed upon in writing and in any case after the Bank receives and approves proof copies/samples of the presentation pack with the artwork and text.

The Successful Tenderer would be responsible for the appropriate placement of the coins in the three-gate wallets and should communicate with the Bank in this respect prior to the placement of coins.

b. **Presentation Pack specifications**

WALLET:-

Closed/folded size:	150mm x 150mm
Printed:	4 colour process
Varnish:	Selective spot UV print
Embossing:	Embossing on both the booklet and wallet
Material:	Silk or Matt-Coated Board 350 – 450 gsm
Finishing:	Die-cut to take 8 or 9 Euro coins as required by the Bank

SLIPCASE:-

Assembled:	152 x 152 x 6.25mm
Printed:	4 colour process
Varnish:	Gloss UV varnish
Material:	Matt-Coated Board 350 – 450gsm
Finishing:	Die-cut and assembled

BLISTER:-

Type:	Multi-coin
Material:	APET (Amorphous Polyethylene Terephthalate) and not PVC to be used on the clear blister
Finishing:	Vacuum-formed to take 8 or 9 Euro coins

The Bank reserves the right to provide the Successful Tenderer with the packaging material for the presentation pack sourced from third parties other than the Successful Tenderer.

4.2.4 Technical characteristics of €2 commemorative coins and Malta Euro annual coin set in proof quality

Tenderers should provide a financial bid for the €2 commemorative coins to be placed in capsules of the type described in paragraph 4.2.3 above (i.e., excluding those placed in rolls), in **proof quality**.

Tenderers shall also provide a financial bid for the set of eight-euro coin denominations, ranging from €0.01 to €2, collectively referred to as the **Malta annual coin set**, in **proof quality**. These will be part of the coin production with same year indication on the coins as that on the set.

Tenderers are required to submit this financial bid for the **Malta annual coin set**, in proof quality within the same financial bid for Lot 1 as follows:

1. A bid which includes the packaging as provided by the mint, and
2. Another bid which excludes packaging.

4.2.5 Samples and Specimen

Samples of capsules and presentation packs for the coins and dated sets should be submitted within ten (10) working days when requested by the Bank.

The Bank reserves the right to request from the Successful Tenderer to submit samples of additional types of capsules and presentation packs.

Prior to production, the Successful Tenderer should send for approval the specimen of the presentation packs with the requested printing.

4.2.6 Quantities to be Produced, Packing and Packaging

4.2.6.1 Quantities to be produced

The table below indicates the approximate annual quantities to be produced.

Approximate Annual Quantities of Coins Required		
Item	**Yearly No of Rolls ('000)**	**Yearly No of Coins ('000)**
1 euro cent in rolls	**78**	**3,900**
2 euro cent in rolls	**74**	**3,700**
5 euro cent in rolls	**60**	**3,000**
10 euro cent in rolls	**73**	**2,920**
20 euro cent in rolls	**55**	**2,200**
50 euro cent in rolls	**25**	**1,000**
1 euro in rolls	**32**	**800**
2 euro in rolls	**36**	**900**
2 euro commemorative coins in BU quality in rolls	**8.4**	**210**
2 euro commemorative coins in BU quality to be placed in capsules	**n/a**	**5**
2 euro commemorative coins in Proof quality to be placed in capsules	**n/a**	**6**

Sets		Yearly No of Sets
Malta annual coin set (comprising one coin of each denomination) in BU quality	**n/a**	**3,000**
Malta dated set (comprising denominations from €0.01 to €2 and the €2 Commemorative coin), in BU quality	**n/a**	**3,000**
Malta annual coin set (comprising one coin of each denomination) in Proof quality	**n/a**	**1,000**

NOTE: The Bank maintains the right to request the Contractor to deliver product quantities higher and/or lower than the individual and/or total quantities of product.

4.2.6.2 Packing

Malta euro circulation coins shall be packed in colour paper rolls; the number of coins, value and colour of each roll to be as stated below.

The coin roll paper should indicate the number of coins packed in each roll, the denomination, the total value, the issuing country "Malta", and the year of issue. The coin roll paper should also include the logo of the Bank. The pantone colour-code to be discussed and approved by the Bank.

Commemorative €2 coins require specially printed paper rolls which in addition to the above-mentioned requirements would also need to feature the name/theme of the coin and a small image of the coin.
The table below indicates the content and respective value of each roll along with the paper colour for each coin denomination.

Content, value and colour of each roll			
Denomination of the euro coins	**Rolls**		**Paper Colour**
	Quantity of coins	**Value**	
1 euro cent	**50**	**€0.50**	**White**
2 euro cent	**50**	**€1.00**	**Grey**
5 euro cent	**50**	**€2.50**	**Red**
10 euro cent	**40**	**€4.00**	**Blue**
20 euro cent	**40**	**€8.00**	**Orange**

50 euro cent	**40**	**€20.00**	**Green**
1 euro	**25**	**€25.00**	**Yellow**
2 euro	**25**	**€50.00**	**Violet**

4.2.6.3 Packaging of Malta euro circulation coins (including commemorative coins) in rolls

Every ten (10) rolls shall be packed in shrink plastic packets (briquettes) as per the table below. Each briquette of ten (10) rolls shall be appropriately labelled especially with date of issue.

Briquettes				
Denomination of the euro coins	**Number of rolls per *briquette***	**Number of coins per *briquette***	**Weight (Kg) per *briquette***	**Total Value per *briquette* €**
1 euro cent	**10**	**500**	**1.16**	**5.00**
2 euro cent	**10**	**500**	**1.54**	**10.00**
5 euro cent	**10**	**500**	**1.97**	**25.00**
10 euro cent	**10**	**400**	**1.65**	**40.00**
20 euro cent	**10**	**400**	**2.31**	**80.00**
50 euro cent	**10**	**400**	**3.13**	**200.00**
1 euro	**10**	**250**	**1.89**	**250.00**
2 euro	**10**	**250**	**2.14**	**500.00**

Briquettes shall be packed in wooden boxes, the size of a half-euro pallet as per the below quantities:

Packaging of euro coins on half-euro pallet wooden box			
Denomination of the euro coins	**Number of coins**	**Number of rolls per box**	**Number of *briquettes* per box**
1 euro cent	100,000	2,000	200
2 euro cent	100,000	2,000	200

5 euro cent	100,000	2,000	200
10 euro cent	50,000	1,250	125
20 euro cent	50,000	1,250	125
50 euro cent	50,000	1,250	125
1 euro	40,000	1,600	160
2 euro	40,000	1,600	160

The maximum weight per half-euro pallet should not exceed 400 kg.

4.2.6.4 Packaging of Malta euro commemorative coins in capsules, and Malta euro coin sets

a**.** The capsules, and coin sets should be appropriately packed in the boxes (e.g. with bubble material) to avoid any possible damage during transport.

b. All boxes should be packed on a half-euro pallet.

PRODUCTION PROCEDURES

The undertaking of the production, packing, packaging and delivery of the products that are tendered for includes, inter-alia, the following procedures and conditions:

a. Acquisition of tools for the Malta national side and common side following authorisation by the Bank.
b. The Successful Tenderer shall undertake the task to produce master tools, production tools (without limitation) for the national side for each year indication on the coins and test and modulate the designs to obtain perfect production of the coins. Alternatively, the Bank can choose to provide the master tools itself.
c. Execution of the striking and packing of the coins in terms of the Tender Document, including quality and security control, arrangement of insurance cover and safe dispatch and delivery to the Bank.

The Coin Products shall be produced in accordance with all regulations, standards procedures and technical specifications for euro blanks and coins as regulated by the EC including adherence to all documents issued by the MDWG and the ECB as well as with legal acts and/or guidelines and documents that replace or repeal the referred ones. The Successful Tenderer, in consultation with the Bank, shall also be obliged to carry out all the tasks which, during the minting of euro coins, shall normally be carried out by the mint such as quality audits, quality checks, cross-checks and the provision of samples. Good practice of coin production shall always be followed. The Successful Tenderer shall give a written assurance to the Bank in this respect. Furthermore, among other tasks, the Successful Tenderer shall also observe all necessary controls and security measures that will prevent anyone from misusing the finished or semi-finished products. The Successful Tenderer shall also keep records and clear audit trail for all the items used i.e. coin blanks, master and production tools, minting waste (without limitation), until these are handed over to the Bank or destroyed by mutual agreement.

Destruction of the master and production tools shall only be carried out with the prior written authorisation of the Bank. The Bank retains its right to have a representative present at the destruction process. Destruction shall be carried out according to the applicable EU procedures. The Successful Tenderer is required to provide an official certificate attesting to the destruction of all minting tools and dies.

Production Schedule

The Successful Tenderer shall provide the Bank, immediately after the signing of the Contract, a time schedule for the work that needs to be carried out to fulfil the Contract, namely:

a. Acquisition of the Master and Production tools for the Common and National Sides used in the previous minting of Malta euro circulation coins.
b. Preparation of these Master and Production tools for the National Side.
c. Purchase or production of coin blanks or mention whether these are held in stock.
d. Striking schedule – Striking the mass production of coins.
e. Packaging, delivery schedule and shipping details.

Samples, packing and packaging material and quality assurance certificate

Samples of all denominations of coins, packing and packaging material shall be approved by the Bank before production begins. The coins, either in one or more consignments, must be accompanied by a quality assurance certificate.

Supervision by the Bank

The Bank shall have the right to supervise any process in the execution of the Contract (including minting, packaging, and delivery) and the Successful Tenderer must arrange and make it possible for the representatives of the Bank to perform their duties.

DELIVERY OF SUPPLIES

Freight containers to be used

The pallets shall be placed in 20-foot freight containers which shall be properly and securely sealed and transported by ship. The number of consignments shall be agreed upon by the Bank before delivery.

Delivery of coins

Delivery of orders should be organised as indicated above. Any change in the delivery schedule should be mutually agreed in writing between the Bank and the Contractor.

Insurance and terms of delivery of products

a. The delivery schedule and forwarding arrangements will be approved by the Bank in advance. Transhipment is not allowed under any circumstances.

b. Freight should cover all transportation costs from the production location to Malta.

c. The insurance for every shipment will have to be arranged by the Successful Tenderer and be approved by the Bank in advance. Insurance costs covering all risks from the production location to the Bank's premises in Valletta for every shipment to be paid by the Successful Tenderer.

Secure transportation from Tenderer's location to Malta

a. The Successful Tenderer must organise secure transportation of the products from its premises to Malta, according to the relevant regulations and procedures of the ECB and the EC.

b. For the transportation from the Successful Tenderer's location to the port of loading, measures that should be taken by the Successful Tenderer include, without limitation as to their extent or completeness, the following:

    1. Two trustworthy couriers must accompany the coins to monitor the transport activities and to take appropriate contingency measures in the event of any disruption to the transport.
    2. Sensitive information concerning the transport arrangements must be strictly controlled and communicated on a need-to-know basis only.
    3. An established, reputable transport company must be used. Any handling agents involved must also be reputable and trustworthy.
    4. The coins must be placed in suitable transport containers which must be locked and sealed.
    5. The coins must be under the supervision of the couriers during the whole loading and unloading process and during the transport to ensure that any unauthorized attempt to open a container or box is detected immediately.
    6. Pre-defined procedures must be in place to control any relevant risk scenario which may occur during the transport.

c. **Furthermore, the Successful Tenderer should note the following requirements for the shipment from the port of loading to Malta:**

    1. The shipment must be placed in suitable transport container(s) which must be locked and sealed.
    2. The loading process must be under the supervision of the couriers to ensure that any unauthorised attempt to open a container or transport vehicle is detected immediately.

3. An established, reputable shipping company must be used. Any handling agents involved must also be reputable.

4. Forwarding arrangements shall be approved by the Bank in advance.

Destruction of Coins

The Successful Tenderer shall be required to provide the Bank with a service for the destruction of unfit circulation coins.

The Successful Tenderer shall destroy coins in accordance with the standards and guidelines approved by MDWG. The Successful Tenderer shall credit the Bank's account with the metal value of the coins prevailing at the date of destruction and shall submit a destruction certificate to the Bank. Destruction shall be entered into a record signed by those undertaking it and countersigned by the Successful Tenderer's director and the head of the Successful Tenderer's security.

A financial bid for the destruction of coins is being requested in **Appendix J – Financial Bid – Lot 2** (Destruction of Coins - Rate only).

4.3 Lot 2 – Collector Coins in Gold and Silver

Tenderers are requested to provide a financial bid for the production and packing of coins in gold and silver in **proof quality** within in **Appendix J – Financial Bid – Lot 2** in terms of the specifications listed in the table below:

WEIGHT IN OZS	WEIGHT IN GRMS	DIAMETER	FINENESS
0.016 oz	0.5 g	11 mm	0.999 Au
0.208 oz	6.5 g	21 mm	0.999 Au
1 oz	31.10 g	33 mm	0.999 Au
0.059 oz	1.99 g	13.50 mm	0.999 Au
0.117 oz	3.99 g	19.30 mm	0.999 Au
0.235 oz	7.98 g	22.05 mm	0.999 Au
0.47oz	15.98 g	28.40 mm	0.999 Au
1/25 oz	1.24 g	13 mm	0.999 Au
1/10 oz	3.110 g	16.5 mm	0.999 Au
¼ oz	7.77 g	22 mm	0.999 Au
½ oz	15.55 g	27 mm	0.999 Au
1 oz	31.10 g	32.69 mm	0.999 Au
0.909 oz	28.28 g	38.61 mm	0.925 Ag
1/20 oz	1.555 g	12 mm	0.999 Ag
1/10 oz	3.110 g	16.5 mm	0.999 Ag
¼ oz	7.77 g	22 mm	0.999 Ag
½ oz	15.55 g	27 mm	0.999 Ag
1 oz	31.10 g	38.61 mm	0.999 Ag
2 oz	62.20 g	40 mm	0.999 Ag
5 oz	155.50 g	80 mm	0.999 Ag
10 oz	311.00 g	100 mm	0.999 Ag
35.2 oz	1,000 g	130 mm	0.999 Ag

The Bank prefers to undertake staggered minting of such coins in accordance with demand. The coins are to be individually placed in chemically inert materials typically referred to as coin capsules.

The Bank may during the tender period issue gold and silver coins with different specifications and characteristics, with the possibility also to request ingots. The Successful Tenderer shall be required to provide the Bank with a service for the application of colour to coins.

At their option, Tenderers are also invited to provide rates for striking coins in **high relief, ultra-high relief, reverse proof and numbered**. Should the Successful Tenderer be unable to offer this service, the Bank reserves the right to engage an alternative supplier that is capable of producing coins in high relief and ultra-high relief, reverse proof and numbered.

Tenderers submitting their financial bid for the above **four (4) types** of additional services are requested to complete **Appendix J – Financial Bid – Lot 2** (Optional – Rate only).

4.3.1 Gold and Silver Coins – Transportation and Insurance

1. The Coin Products are to be delivered to the Bank. The Bank may request the Successful Tenderer to handle the transportation of the coins/ingots, including insurance, or it may appoint service providers of its own choice to handle the transport and insurance requirements.
2. The Coin Products must be delivered according to the delivery schedule as agreed between the Bank and the Mint. The schedule must be confirmed by the Successful Tenderer and the Bank and any modifications to the schedule must be agreed and confirmed in writing by both parties. Each consignment ready for shipment shall be communicated to the Bank at least one week before delivery.
3. The address of delivery will be communicated for each shipment.

4.3.2 Delivery Provisions for the Transportation of the Plaster Models and Master Tools

The Successful Tenderer will at its own expense return to the Bank all the plaster models and master tools used for the minting of the Maltese gold and silver coins and ingots which are provided by the Bank as well as the master tools of the national side of the Maltese euro coins and the tools manufactured by the Successful Tenderer for all denominations and for the €2 commemorative coins upon a written request by the Bank but not exceeding two (2) months' time period after the entire completion of the Contract. This also applies to all plaster models and master tools directly commissioned by the Bank to the Successful Tenderer.

4.3.3 Provision of Product Designs

To produce the Coin Products, the Bank shall provide the Successful Tenderer with any of the following:

a. The master dies;
b. The plaster models; and
c. The digital artwork of the designs.

The Bank may also request the Successful Tenderer to provide the Bank with any of the above requirements, subject to the Bank's approval. In such instances, the Successful Tenderer shall also provide the Bank with coin simulations.

A financial bid for these requirements along with the colouring of coins is being requested in **Appendix J – Financial Bid – Lot 2** (Provision of product design and colouring of coins – Rate only).

4.3.4 Coin Blanks

The Bank may require purchasing precious and other metal coin blanks at prices determined by reference to the prevailing LBMA Precious Metal Prices (London Bullion Market Association), applicable to the relevant metal, plus any additional costs expressly agreed in writing. Such additional costs may include conversion costs, handling, transport, insurance, duties, and taxes, if applicable. The applicable LBMA metal price shall be fixed within a maximum of three (3) working days from the Bank's written instruction to fix. All premiums and conversion costs shall be clearly identified, quantified, and disclosed to the Bank in advance of price fixing. The Bank is to be provided with an authenticity certificate for the respective precious metal purchased.

All blanks purchased on behalf of the Bank shall remain the property of the Bank at all times and shall be held by the Successful Tenderer in a secured area on a segregated basis. The Bank, or its authorised representatives (including auditors or inspectors), shall have the right, upon reasonable prior notice, to inspect the blanks, records including authenticity certificates, and inventories relating to the blanks during normal business hours. The Successful Tenderer shall provide the Bank with quarterly inventory and balance reports, detailing quantities received, utilised, and remaining in custody as at the reporting date, together with reconciliation against prior reports.

4.3.5 Reject Coins

The Successful Tenderer will be obliged to provide products which adhere to quality standards and specifications agreed up. The Bank reserves the right to perform testing at each stage of the production process to ensure compliance.

Any rejected coins shall be property of the Bank. The Successful Tenderer shall notify the Bank in writing, specifying the quantities, metal content, and reasons for rejection. The Bank may require the Successful Tenderer to destroy stocks of coin rejects. The Bank may also at its sole discretion request for the delivery to Malta of all reject coins. In case of destruction, rejected coins shall be destroyed under secure and controlled conditions, and shall not be released, reused, or disposed of without the Bank's consent. The Bank shall have the right to witness the destruction process, either physically or by approved alternative means. The bullion value of all destroyed rejected coins shall be credited back to the Bank at the applicable LBMA Precious Metal Price on the date of destruction. The Successful Tenderer shall issue and deliver to the Bank a formal destruction certificate, confirming the quantities destroyed, the date of destruction, the metal content, and the applied LBMA price, duly signed by authorised representatives of the Successful Tenderer.

4.3.6 Destruction of Coins

The Successful Tenderer shall be required to provide the Bank with a service for the destruction of gold and silver coins.

The Successful Tenderer shall destroy coins in accordance with the standards and guidelines approved by MDWG. The Successful Tenderer shall credit the Bank's account with the metal value (LBMA) of the coins and ingots at the time of destruction and shall submit a destruction certificate to the Bank. Destruction shall be entered into a record signed by those undertaking it and countersigned by the Successful Tenderer's director and the head of the Successful Tenderer's security.

A financial bid for the destruction of coins is being requested in **Appendix J – Financial Bid – Lot 2** (Destruction of Coins - Rate only).

4.4 Lot 3 – Coin Boxes for Gold and Silver Coins, and for €2 Commemorative Coins in proof quality

The Bank will require packaging solutions for its numismatic products, principally, but not limited to, gold and silver coins and commemorative €2 coins in proof quality. Coin Boxes shall be of high quality in both manufacture and appearance, and must ensure that coins in capsules are housed securely, fit correctly and that the cases have precise closure.

Tenderers are to submit their bids for packaging solutions in terms of the below categories.

Tenderers will be requested to submit sample packaging to the Bank for evaluation purposes. Samples submitted will be evaluated on the quality, finish, printing, look and feel.

4.4.1 Specifications for Coin Boxes

The below are the mandatory specifications for Coin Boxes being requested under this Tender:

	Category 1: Coin Boxes for Silver Coins
a)	Square Size – From 75mm x 75mm to 85mm x 85mm.
b)	CBM logo printed in a high-quality finish on the exterior side of the lid.
c)	High-quality satin liner on the interior side of the lid with certificate ribbon.
d)	A base in vac-form or other suitable material, with flocked styrene for the coin capsule in a colour matching with the exterior finish. Capsules' diameter can range from 13mm to 55mm.
e)	Coin Boxes must have an outer cardboard slipcase.
f)	Sample Coin Boxes are to be sent to the Bank upon request for evaluation purposes, by not later than ten (10) working days from the date of request that is transmitted to the Tenderers on the ePPS.

	Category 2: Coin Boxes for Gold Coins
a)	Square Size – From 75mm x 75mm to 85mm x 85mm.
b)	CBM logo printed in a high-quality finish on the exterior side of the lid.
c)	High-quality satin liner on the interior side of the lid with certificate ribbon.
d)	A base in vac-form or other suitable material, with flocked styrene for the coin capsule in a colour matching with the exterior finish. Capsules' diameter can range from 13mm to 55mm.
e)	Coin Boxes must have an outer cardboard slipcase.
f)	Sample Coin Boxes are to be sent to the Bank upon request for evaluation purposes, by not later than ten (10) working days from the date of request that is transmitted to the Tenderers on the ePPS.

	Category 3: Coin Boxes for €2 proof coins
a)	Square Size – From 60mm x 60mm to 70mm x 70mm.
b)	CBM logo printed in a high-quality finish on the exterior side of the lid.
c)	High-quality satin liner on the interior side of the lid with certificate ribbon.
d)	A base in vac-form or other suitable material, with flocked styrene for the coin capsule in a colour matching with the exterior finish. Capsules' diameter can range from 13mm to 55mm.
e)	Coin Boxes must have an outer cardboard slipcase.
f)	Sample Coin Boxes are to be sent to the Bank upon request for evaluation purposes, by not later than ten (10) working days from the date of request that is transmitted to the Tenderers on the ePPS.

For Category 1 and Category 2 above, Tenderers are to bid for seven (7) different types of Coin Boxes as follows:

- Type 1: **High-quality Cardboard**, as listed in **Appendix J – Financial Bid – Lot 3** of the Tender Document.
- Type 2: **Luxury high-density material with a magnetic lock**, as listed in **Appendix J – Financial Bid – Lot 3** of the Tender Document.
- Type 3: **Durable and lightweight crystal-clear acrylic for maximum visibility**, as listed in **Appendix J – Financial Bid – Lot 3** of the Tender Document.
- Type 4: **Premium leatherette finish for a sophisticated look,** as listed in **Appendix J – Financial Bid – Lot 3** of the Tender Document.
- Type 5: **Premium fabric-covered**, as listed in **Appendix J – Financial Bid – Lot 3** of the Tender Document.
- Type 6: **Varnished Wood with a smooth surface**, as listed in **Appendix J – Financial Bid – Lot 3** of the Tender Document.
- Type 7: **Sustainable natural bamboo**, as listed in **Appendix J – Financial Bid – Lot 3** of the Tender Document.

For Category 3 above, Tenderers are to bid for five (5) different types of Coin Boxes as follows:

- Type 1: **High-quality Cardboard**, as listed in **Appendix J – Financial Bid – Lot 3** of the Tender Document.
- Type 2: **Luxury high-density material with a magnetic lock**, as listed in **Appendix J – Financial Bid – Lot 3** of the Tender Document.
- Type 3: **Durable and lightweight crystal-clear acrylic for maximum visibility**, as listed in **Appendix J – Financial Bid – Lot 3** of the Tender Document.
- Type 4: **Premium leatherette finish for a sophisticated look,** as listed in **Appendix J – Financial Bid – Lot 3** of the Tender Document.
- Type 5: **Premium fabric-covered**, as listed in **Appendix J – Financial Bid – Lot 3** of the Tender Document.

The Successful Tenderer will be required to submit samples of the Coin Boxes, incorporating the requested printing, for evaluation purposes.

Coin Boxes must be supplied to the Bank for approval prior to production. The Bank's coat of arms (referred to above as the "CBM Logo") will be supplied by the Bank.

Tenderers submitting their financial bid for these Coin Boxes are requested to complete **Appendix J – Financial Bid – Lot 3** accordingly.

4.4.2 Transportation and Insurance

1. The Coin Boxes are to be delivered to the Bank. The shipment must be packaged for transportation in a safe and secure manner to prevent damages occurring in transit.

2. The Bank may request the Successful Tenderer to handle the transportation of the Coin Boxes, including the relative insurance cover, or it may appoint service providers of its own choice to handle the transport and insurance requirements.

3. The Coin Boxes must be delivered according to the delivery schedule as agreed between the Bank and Successful Tenderer. The schedule must be confirmed by the Successful Tenderer and the Bank and any modifications to the schedule must be agreed and confirmed in writing by both Parties. Each consignment ready for shipment shall be communicated to the Bank at least one (1) week before delivery.

4. The address of delivery for each shipment will be communicated by the Bank in writing.