



Service Public
Fédéral
FINANCES

BUDGET ET
CONTRÔLE DE GESTION

Special Specifications no. S&L/DA/2020/075

Open procedure concerning the minting of euro coins for the Royal Mint of Belgium

Last date for the submission of tenders

September 28th 2021/ before 11.10 AM

ERRATUM p.32



| | | |
|-----------|---|-----------|
| A. | GENERAL DEROGATIONS..... | 4 |
| B. | ADMINISTRATIVE PROVISIONS | 5 |
| B.1. | SUBJECT AND NATURE OF THE PUBLIC CONTRACT - REVISION CLAUSE | 5 |
| B.1.1. | Subject and nature of the public contract | 5 |
| B.1.2. | Revision clause (replacement of the successful tenderer) | 6 |
| B.2. | DURATION OF THE CONTRACT | 6 |
| B.3. | CONTRACTING AUTHORITY..... | 7 |
| B.4. | AWARD METHOD | 7 |
| B.5. | DOCUMENTS GOVERNING THE CONTRACT | 7 |
| B.5.1. | Legislation | 7 |
| B.5.2. | Contract documents..... | 8 |
| B.6. | ARTIFICIAL RESTRICTION OF COMPETITION - CONFLICTS OF INTEREST - COMPLIANCE WITH ENVIRONMENTAL, SOCIAL AND LABOUR LAW..... | 8 |
| B.6.1. | Artificial restriction of competition..... | 8 |
| B.6.2. | Conflict of Interest - Revolving doors..... | 9 |
| B.6.3. | Compliance with environmental, social and labour law | 9 |
| B.7. | PRICE REPORTING..... | 9 |
| B.8. | RIGHT AND MODE OF SUBMISSION OF TENDERS | 10 |
| B.8.1. | General information | 10 |
| B.8.2. | Signature of the tenders..... | 11 |
| B.8.3. | Modification or withdrawal of an already submitted tender..... | 11 |
| B.8.4. | Last date for the submission of tenders..... | 12 |
| B.8.5. | Structure of the tender..... | 12 |
| B.9. | ECONOMIC GROUPING WITHOUT LEGAL PERSONALITY | 12 |
| B.10. | VARIANTS..... | 13 |
| B.11. | OPTIONS | 13 |
| B.12. | COMMITMENT PERIOD..... | 13 |
| B.13. | INTRODUCTION AND OPENING OF TENDERS..... | 13 |
| B.14. | OPENING OF BIDS | 14 |
| B.15. | RIGHT OF ACCESS - QUALITATIVE SELECTION - REGULARITY OF TENDERS | 14 |
| B.15.1. | Right of access - Qualitative selection | 14 |
| B.15.1.1. | Right of access..... | 14 |
| B.15.1.2. | Grounds for Exclusion..... | 14 |
| B.15.1.3. | Qualitative selection regarding the tenderer's financial and economic capacity | 18 |
| B.15.1.4. | Qualitative selection regarding the tenderer's technical capacity | 18 |
| B.15.2. | Right of access - Use of the capacity of other entities..... | 19 |
| B.16. | AWARD CRITERIA | 20 |
| B.16.1. | Price (100 points)..... | 20 |
| B.16.2. | Final score | 24 |
| B.16.3. | Numerical example..... | 24 |
| B.17. | QUESTIONS & ANSWERS..... | 26 |
| C. | CONTRACTUAL PROVISIONS..... | 27 |
| C.1. | THE ORDER FORM AND ITS TERMS..... | 27 |
| C.2. | LEADING SERVICE - LEADING OFFICIAL..... | 27 |
| C.3. | LIABILITY OF THE SUCCESSFUL TENDERER | 27 |
| C.3.1. | Contractual liability..... | 27 |

| | | |
|-----------|---|-----------|
| C.3.2. | Risk..... | 28 |
| C.3.3. | Guarantee against third party claims..... | 28 |
| C.3.4. | Insurance..... | 28 |
| C.4. | GUARANTEE..... | 28 |
| C.4.1. | Composition of the guarantee..... | 28 |
| C.4.2. | Releasing of the guarantee..... | 31 |
| C.5. | PLACE OF EXECUTION..... | 31 |
| C.6. | SUB-CONTRACTORS - OUTWARD PROCESSING..... | 31 |
| C.7. | MONITORING OF PERFORMED SERVICES..... | 31 |
| C.7.1. | Monitoring and technical control of the production of circulation quality coins..... | 31 |
| C.7.2. | Monitoring and technical control of the production of special quality coins..... | 33 |
| C.8. | FINES FOR DELAYS..... | 33 |
| C.9. | ACCEPTANCE - GUARANTEE..... | 34 |
| C.10. | ACCEPTANCE PROCEDURES AND FEES..... | 35 |
| C.10.1. | Acceptance procedures..... | 35 |
| C.10.2. | Acceptance charges..... | 35 |
| C.11. | INVOICING, PAYMENT, REMUNERATION AND PRICE REVISION..... | 35 |
| C.11.1. | Invoicing, payment and remuneration..... | 35 |
| C.11.2. | Price revision..... | 37 |
| C.11.3. | Impact of changes in taxation and unforeseen circumstances..... | 37 |
| C.12. | MANAGEMENT OF MINT MARKS..... | 37 |
| C.12.1. | Management and securing of mint marks..... | 37 |
| C.12.2. | The use of corners: production..... | 38 |
| C.13. | ADVERTISING - REFERENCES - DUTY OF DISCRETION..... | 38 |
| C.14. | THE RMB'S OWN COMPETENCES - APPLICABLE LAW AND JURISDICTION..... | 38 |
| D. | TECHNICAL PROVISIONS..... | 39 |
| D.1. | GENERAL DESCRIPTION..... | 39 |
| D.1.1. | Definitions..... | 39 |
| D.1.2. | Numbers, themes, design and procedure..... | 40 |
| D.2. | EURO COINS INTENDED FOR CIRCULATION - NORMAL SERIES..... | 42 |
| D.2.1. | Euro coins intended for circulation - minting and packaging of eight monetary values..... | 42 |
| D.2.2. | Euro coins intended for circulation - transport and insurance..... | 45 |
| D.2.3. | Commemorative euro coins intended for circulation..... | 45 |
| D.2.4. | Transport and insurance..... | 47 |
| D.2.5. | Quality requirements..... | 47 |
| D.2.6. | Destruction under surveillance..... | 48 |
| D.3. | DELIVERY TIMES AND SCHEDULES..... | 48 |
| E. | RECOMMENDATIONS FOR SUBMITTING A TENDER AND LIST OF ANNEXES..... | 50 |
| E.1. | RECOMMENDATIONS FOR SUBMITTING A TENDER..... | 50 |
| E.2. | LIST OF ANNEXES..... | 50 |

Special Specifications no. S&L/DA/2020/075

**Open procedure concerning the minting of euro coins for the
Royal Mint of Belgium.**

A. GENERAL DEROGATIONS

IMPORTANT

Pursuant to Article 9, §4 of the Royal Decree of 14 January 2013 laying down the general rules for the execution of public procurement contracts, the attention of tenderers is drawn to the fact that these Special Specifications depart from:

- Articles 25 and subsequent of the Royal Decree of 14 January 2013 on the bond;
- Article 43 §3 of the Royal Decree of 14 January 2013 on the bond;
- Articles 38/8, 38/9 and 38/10 of the Royal Decree of 14 January 2013 on unforeseeable taxations and circumstances;
- Articles 50 and 123 of the Royal Decree of 14 January 2013 on fines for delay.

B. ADMINISTRATIVE PROVISIONS

This first section relates to the regulations for awarding a public procurement contract and the designation of the successful bidder. The provisions contained in this section refer to the Law of 17 June 2016 and the Royal Decree of 18 April 2017 and its subsequent modifications.

B.1. SUBJECT AND NATURE OF THE PUBLIC CONTRACT - REVISION CLAUSE

B.1.1. Subject and nature of the public contract

Following the closure of its workshops, the Royal Mint of Belgium (RMB) wants to outsource part of its services. This outsourcing will take the form of three sets of specifications published simultaneously which will cover the concession to destroy coins unfit for circulation, the granting of a licence to use the intellectual rights of the RMB and the minting of euro coins, which is the subject of this contract.

The objective of this public contract is to enable the Royal Mint of Belgium to provide the Belgian economy with a sufficient number of high-quality euro coins for circulation and special issues.

This contract concerns an open procedure with publication for a four-year contract to provide the Royal Mint of Belgium (RMB) ¹ with the minting and delivery of "circulation²" quality euro coins and the production of special quality euro coins. To meet the needs of the Royal Mint of Belgium, the successful tenderer will produce a number (to be determined per order) of euro coins of different denominations intended for circulation.

This contract does not involve any obligation on the part of the successful tenderer to reserve part of its production capacity to respond rapidly to new requirements. The successful tenderer will not be required to maintain a reserve stock of certain coins on its business premises.

This is a unit-price supply contract (Royal Decree of 18 April 2017, Art. 2, 4°).

It does not concern the manufacture of medals or the granting of exploitation rights by the FPS Finance.

The price schedule for minting includes a price range per euro coin requested. These prices are considered "all inclusive", which means that all the costs must be included in the tender price, with the exception of the purchase price of the non-ferrous metals required for the manufacture of the coins.

This contract includes only one lot consisting of two items:

the first item is the minting and delivery of euro coins and €2 commemorative coins of circulation quality. It should be noted that since cash payments are now rounded to the nearest 0 or 5 cents, the RMB does not intend to order the minting of 1 and 2 cent circulation coins.

¹ This contract does not concern the competences that remain specific to the RMB, such as international representation within the framework of the European Union or otherwise.

² See Article 1, 1° of Regulation (EU) No 651/2012 of the European Parliament and of the Council of 4 July 2012 on the issuance of euro coins.

the second item is the minting and delivery of special quality euro coins and €2 commemorative coins of special quality for collectors. The 1 and 2 cent coins must always be made for these coin qualities.

The contracting authority does **not** undertake to order a minimum quantity during the contract period, but does undertake to comply with the minimum quantities per order set out in the table below:

| | Denomination | Quality | Minimum amount | Minimum purchase per additional tranche (for the first order or a subsequent order with the same vintage) ³ |
|--------|------------------------------------|-------------|----------------|--|
| Item 1 | 5 cents to 2 euros | circulation | 1,000,000 | 1,000,000 |
| Item 1 | commemorative 2 euros | circulation | 500,000 | 100,000 |
| Item 2 | all values set (1 cent to 2 euros) | BU | 5,000 | 500 |
| Item 2 | all values set (1 cent to 2 euros) | Proof | 400 | 50 |
| Item 2 | commemorative 2 euros | BU | 75,000 | 1,000 |
| Item 2 | commemorative 2 euros | Proof | 1,500 | 500 |

B.1.2. Revision clause (replacement of the successful tenderer)

In accordance with Articles 38 and 38/3 of the Royal Decree of 14 January 2013, the contracting authority may replace the successful tenderer without a new award procedure in the cases referred to in Article 38/3, 2° and in the event that the successful tenderer, in application of section B.2 below, terminates the contract prematurely without fault. If the contracting authority (in the event that the successful tenderer terminates the contract prematurely without fault in accordance with section B.2 below) wishes to make use of this revision clause, the new successful tenderer will be selected on the basis of the ranking established by the award report and on the terms of the relevant tenders, provided that the contacted tenderer is prepared to confirm its tender, if necessary after application of the price revision formula (see C.11.2 below).

B.2. DURATION OF THE CONTRACT

The concession contract will begin the day after the notification letter is sent and will end on 31/12/2025.

However, the contracting authority may terminate the contract at the end of the first, second or third year, provided that the successful tenderer is notified by registered letter at least three months before the end of the current year of performance. In this event, the successful bidder cannot claim damages.

³ Example: Order of FDC commemorative 2-euro coins: first order of 80,000 coins on 1/4/2022: 75,000 coins are ordered at price 1 (minimum order of 75,000 coins) and 5,000 coins are ordered at price 2; second order of 2,000 coins on 1/9/2022: they will be ordered at price 2 (=additional tranche price).

Similarly, the successful tenderer may terminate the contract at the end of the first, second or third year, provided that the contracting authority is notified by registered letter at least six months before the end of the current year of performance.

Orders placed before the end of the four-year period or before the end of the premature termination of the contract must be fulfilled, and remain governed by the contract, even if the delivery date falls outside the contract period.

B.3. CONTRACTING AUTHORITY

The contracting authority is the Belgian State, represented by the Minister of Finance.

Federal Public Service Finance
Budget Supervision and Management Control Service
Public Procurement Team
North Galaxy - Tower B23 - box 784
Boulevard du Roi Albert II, 33
B-1030 BRUSSELS

B.4. AWARD METHOD

The contract is awarded by open procedure with European publication

As already mentioned, the completion of a procedure does not imply an obligation to award or conclude the contract or (all) the lots in the contract. The contracting authority may either waive the award or conclusion of the contract or restart the procedure, if necessary in a different way (Articles 58 and 85 of the Law of 17 June 2016 on public contracts).

B.5. DOCUMENTS GOVERNING THE CONTRACT

B.5.1. Legislation

- Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on the execution of public procurement contracts;
- Law of 17 June 2016 on public procurement contracts;
- Royal Decree of 18 April 2017 concerning the awarding of public procurement contracts in traditional sectors;
- Royal Decree of 14 January 2013 laying down the general rules for the implementation of public contracts;
- Law of 17 June 2013 on the justification, information and remedies pertaining to public procurement and certain contracts for works, services and supplies;
- Law of 4 August 1996 concerning the well-being of workers at work, including Articles 9 and 10 (cf. appendix);
- Environmental legislation of the Region in question;
- Law of 11 December 2016 containing various provisions concerning the secondment of workers;
- The General Data Protection Regulation (GDPR);
- The Royal Decree of 22 December 2017 on centralised federal procurement contracts in the framework of the federal purchasing policy.

- All amendments to the above-mentioned law and decrees, in force on the day the tenders are opened.
- Regulation (EU) No 651/2012 of the European Parliament and of the Council of 4 July 2012 on the issuance of euro coins.
- Regulation (EU) No 729/2014 of the Council of 24 June 2014 on denominations and technical specifications of euro coins intended for circulation.
- Royal Decree of 30 March 2000 on the edges of 2-euro coins belonging to the first series of euro coins;
- Law of 11 December 2016 containing various provisions concerning the secondment of workers;
- Law of 17 July 2013 on protection against counterfeiting and maintaining the quality of currency circulation;
- Royal Decree of 1 June 2016 implementing the law of 17 July 2013 on protection against counterfeiting and the maintenance of the quality of fiduciary circulation;
- Council Regulation (EC) No 2183/2004 of 6 December 2004 extending to the non-participating Member States the application of Regulation (EC) No 2182/2004 concerning medals and tokens similar to euro coins.
- Regulation (EU) No 1210/2010 of the European Parliament and of the Council of 15 December 2010 concerning authentication of euro coins and handling of euro coins unfit for circulation;
- All tenderers must apply the "Quality Management System for euro poinçons" (referred to as QMSC hereafter) as laid down in Bulletin No. 7 of 13/5/2015 issued by the European Central Bank (ECB) and the Mint Directors Working Group (MDWG).
- All amendments to the above provisions in effect on the date of publication of the contract notice in the Bulletin des Adjudications.

B.5.2. Contract documents

- The present special specifications S&L/DA/2020/075.
- The contract notices and notices of amendment published in the Official Journal of the European Union or the Bulletin des Adjudications relating to this contract form an integral part of the present contract. Tenderers are deemed to be aware of this when drawing up their tenders.
- The clarifications given in response to questions raised by the tenderer and the answers given by the contracting authority. These clarifications have the same publicity as the special conditions. Tenderers are presumed to be aware of this when drawing up the tender.
- The successful tenderer's bid approved by the contracting authority.

B.6. ARTIFICIAL RESTRICTION OF COMPETITION - CONFLICTS OF INTEREST - COMPLIANCE WITH ENVIRONMENTAL, SOCIAL AND LABOUR LAW

B.6.1. Artificial restriction of competition.

The attention of tenderers is drawn to Article 5 of the Law of 17 June 2016 on public contracts, in that they are invited not to take any action, or enter into any agreement or understanding that may distort the normal conditions of competition.

B.6.2. Conflict of Interest - Revolving doors

The attention of tenderers is drawn to Articles 6 and 69, paragraph 1, 5° and 6° of the Law of 17 June 2016 on public procurement, as well as to Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the traditional sectors with regard to situations where a conflict of interest arises during the award and execution of the contract, with a view to avoiding any distortion of competition and ensuring the equal treatment of all tenderers.

In the context of the fight against conflicts of interest, in particular to avoid the revolving doors mechanism, as defined in the Act of 8 May 2007 approving the United Nations Convention against Corruption, done in New York on 31 October 2003, the tenderer shall refrain from contacting one or more former employees (internal or external) of the FPS Finance, within two years of their resignation, retirement or any other type of departure from the FPS Finance, in any way, directly or indirectly, for the preparation and/or submission of their tender or any other intervention in the framework of the procurement procedure, as well as for certain tasks to be carried out in the context of the execution of this contract.

However, the above provision shall apply only where there is a direct link between the previous activities performed for the contracting authority by the person(s) concerned and their activities under this contract.

Any violation of this measure which may be liable to distort normal conditions of competition will be subject to a penalty in accordance with the provisions of the laws and regulations on public procurement.

B.6.3. Compliance with environmental, social and labour law

Economic operators are required to comply, and ensure compliance by any person acting in the capacity of subcontractor at any stage whatsoever and by any person providing personnel for the implementation of this contract, with all applicable obligations in the areas of environmental, social and labour law established by European Union law, national law, collective agreements or by international provisions relating to environmental, social and labour law set out in appendix II of the Law of 17 June on public contracts.

B.7. PRICE REPORTING

The contract is considered to be a unit price contract.

In the case of a unit price, fixed unit prices are given within a price range. This unit price is determined per order (see below).

Processing price

The price to be quoted in the tender is for processing costs only (i.e. minting and supply costs without non-ferrous metal prices). To avoid misunderstandings, the price of steel should be included in the processing costs (1, 2 and 5 cent coins). This involves bidders sticking to the LME Cash Seller & Settlement price for raw materials.

The allocation of prices is determined by the theoretical weight of the coins.

Determination of raw material prices

The LME "London Metal Exchange" (source www.lme.co.uk/dataprices) is the closing price of the day and is fixed on the **working day following the receipt of the order either by registered letter or by email to (klantenmunt.clientsmonnaie@minfin.fed.be) with order form attached** (in the event of the variation of the metal prices between the time of order and the delivery, the difference will not be taken into account and each party will bear the risk whether it is to its advantage or disadvantage). This price will be immediately notified to the RMB at the same email address as above.

The **purchase order** only includes the improvement price. The price of metal that depends on the LME and the conversion USD-EUR (see below) will be subject to a second internal purchase order and will be established based on data given by the successful bidder to the RMB.

The LME rate of the metal expressed in USD is converted at the indicative exchange rate of the EUR as fixed on www.lme.co.uk/dataprices, the day after the publication of the LME after receipt of the order. **The prices of the metals are therefore fixed for each order.** A new order implies that new prices will be set, based on the price as explained and on the offer price per order quantity listed in the price range.

All costs of any kind are included in the quoted price:

Tenderers must take into account the fact that, in the price given for processing costs, **all costs of any kind (e.g. transport, packaging, etc.)** that are not covered by the price of the non-ferrous metals must be included in the tender price.

All prices mentioned in the offer form and the inventory must be stated in euros.

In its tender, the tenderer must indicate the prices of all parts of the tender. To this end, it must complete the inventory provided in the appendix to these special specifications (Appendix 2 'Price inventory').

Prices are quoted inclusive of all costs but exclusive of VAT. The tender must also clearly state the amount of VAT and the total price including VAT.

B.8. RIGHT AND MODE OF SUBMISSION OF TENDERS

B.8.1. General information

A tenderer may submit only one tender per contract.

Each participant in a group of economic operators without legal personality shall be considered one tenderer.

Participants in a group of economic operators without legal personality must appoint one participant among them who will represent the group with the Contracting Authority.

Pursuant to Article 14 of the Law of 17 June 2016 on public procurement, the electronic transmission and receipt of tenders must be via electronic communication.

The contracting authority requires the use of electronic means.

Electronic tenders must be sent via the e-tendering website <https://eten.publicprocurement.be>, which guarantees compliance with the conditions set out in Article 14 § 6 and 7 of the Law of 17 June 2016 on public procurement.

The tender submission report and appendices and the Single European Market Document (SEMD) must have a qualified electronic signature (Article 43 of the Royal Decree of 18 April 2017 on public procurement in the traditional sectors).

Since sending a tender by email does not meet the requirements of Article 14 § 7 of the Law of 17 June 2016 on Public Procurement, tenders may not be submitted in this way.

In submitting its tender electronically, the tenderer agrees to the data concerning its tender being registered by the receiving device.

More information on this subject can be found on the website: <http://www.publicprocurement.be> or via the e-procurement service's helpdesk the telephone number: +32 (0)2 740 80 00.

Tenderers are advised to register at the latest the day before the opening of the tenders, to be able to contact the e-procurement helpdesk to resolve any problems accessing the site <https://eten.publicprocurement.be/>

The tenderer must take into account that the size of an individual file submitted electronically must not exceed 80 Mo and the total file size must not exceed 350 Mo.

B.8.2. Signature of the tenders

The qualified electronic signature(s) must be issued by the competent person(s) or person(s) authorised to bind the tenderer(s).

If the submission report is signed by an agent, the agent shall clearly state their commissioning body(ies). The agent shall attach the electronic authentic or private deed granting him/her power of attorney or a scanned copy of the power of attorney. The agent shall, where appropriate, refer to the number of the Annex to the Belgian Official Gazette which published the extract of the deed concerned, mentioning the relevant page(s) and/or passage(s).

The contracting authority draws the tenderer's attention to the fact that a special mandate must pre-exist the opening of the tenders (E.C. No. 238.963 of 21 August 2017) and that an a posteriori ratification by a person competent to commit the tenderer does not validate the signature of a tender by a person not competent to commit the tenderer (E.C. No. 201.744, of 9 March 2010) Furthermore, a mandate produced post factum and transmitted outside the deadlines for submitting the tender cannot be accepted as proof of the competence of the signatory or signatories of the tenderer's bid when this bid was submitted (E.C. No. 229.829, of 16 January 2015).

In the context of the authorisation to engage a public limited company, the Contracting Authority draws the attention of tenderers to the fact that the signing of a tender for a public contract cannot be regarded as an act of day-to-day management. For the rest, the Contracting Authority should not be expected to verify for each tenderer whether the submission of a tender is to be considered an act of day-to-day management (E.C. no. 238.963, of 21 August 2017).

B.8.3. Modification or withdrawal of an already submitted tender

When a tenderer wishes to modify or withdraw a tender already sent or submitted, this must take place in accordance with the provisions of Article 43 of the Royal Decree of 18 April 2017 on public procurement in the traditional sectors.

The modification or withdrawal shall be automatically invalid where the filing report drawn up following the modification or withdrawal does not bear a qualified electronic signature. This invalidity relates only to the modifications or withdrawal and not to the tender itself.

B.8.4. Last date for the submission of tenders

Tenders must be submitted on the platform **by September 28th 2021 before 11.10 o'clock.**

B.8.5. Structure of the tender

The tender shall contain the following information and respect the following structure:

- The completed and signed tender form (see B.8., B.13, E1 and E2, Annex 1).
- The price inventory (see B.16 and E2, Annex 2)
- The statutes and all other relevant documents demonstrating the mandate of the signatory(ies), including the document establishing the power of attorney of the signatory(ies) (see part B.8.2).
- The European Single Procurement Document (ESPD) (Article 2,11° the Royal Decree of 18 April 2017 and Articles 38 to 40) (to complete the ESPD, see E2, Annex 4).
- The documents relating to the award criteria (see B.16)
- Other documents requested in the technical specifications (see Part D).
- Other annexes that the tenderer deems useful.

The Contracting Authority invites tenderers to include (if possible) the tender and the annexes in a single file and include continuous and uninterrupted numbering of all pages.

The tender must meet the following conditions:

- prices are expressed in euros;
- prices are quoted with up to two (2) digits after the decimal point;
- prices are Delivery Duty Paid. (incoterm DDP (Delivery Duty Paid));
- prices are given excluding VAT, with VAT mentioned separately.

The submission report must have a qualified electronic signature.

The submission report signed electronically in the name of a legal entity, using a certificate assigned in the name of the legal entity, which takes action solely in its own name and on its own behalf, does not require an additional mandate (Art. 44 § 2 of the Royal Decree of 18 April 2017).

Concerning subcontractors:

Any use of subcontractors must be clearly indicated in the tenderer's bid. The tenderer will describe the type of contractual relationship it has with each of its subcontractors.

The names and addresses of the subcontractors shall be attached to the tender, stating the part or parts of the contract to be performed by each subcontractor.

Invoking the capacity of other entities does not detract from the responsibility of the bidder.

B.9. ECONOMIC GROUPING WITHOUT LEGAL PERSONALITY

The submission of a tender by an economic grouping without legal personality is permitted.

In this case, the tender form (see form in the annex to these specifications: "Annex: tender form") is completed and submitted by the person(s) competent or authorised to bind the tenderer (Art. 44 § 1 of the Royal Decree of 18 April 2017).

Each member of the grouping that does not have legal personality must meet the exclusion criteria described later in this document.

The assessment of economic, financial and technical capacity concerns groupings that do not have legal personality and not each of its members separately.

Each member of the grouping shall be jointly and severally liable for all obligations arising from this contract.

B.10.VARIANTS

Article 54 of the Royal Decree of 18 April 2017.

Free variants are not authorised.

No variants are required or allowed.

B.11.OPTIONS

Article 48 of the Royal Decree of 18 April 2017.

No options are requested or allowed, neither voluntary nor imposed.

B.12.COMMITMENT PERIOD

Tenderers shall remain bound by their tender for a period of **240 calendar days** from the day following the opening of the tenders.

B.13.INTRODUCTION AND OPENING OF TENDERS

Important remark

Tenders must be submitted in French or Dutch. This includes the fact that the tenderer must enclose a translation into Dutch or French of the annexes to the tender drawn up in French or Dutch specifically for the tender (existing documents that are not specifically drawn up for the tender, e.g. technical documentation and documents drawn up by external parties, may be submitted without translation if their content is summarised in French or Dutch).

Right of submission and method of submitting tenders

Each tenderer can only submit one single tender per lot. Each participant in a group of entrepreneurs without legal personality shall be considered one tenderer (Article 54 of the Royal Decree of 18 April 2017).

In accordance with Article 14 of the Law of 17 June 2017, the transmission of tenders by electronic means of communication is the normal way of submitting tenders.

Consequently, tenders can only be submitted electronically via the e-tendering application, which means that:

- the electronic signature must comply with the rules of European and the relevant national law on advanced electronic signatures accompanied by a valid qualified certificate and performed by means of a secure signature creation device. This signature must be a true electronic signature; a scanned hand-written signature will not be considered an acceptable signature.

- tenders submitted electronically must be transmitted via the *e-tendering* website <https://eten.publicprocurement.be>.
- if necessary, the certificates requested in the contract documents can be scanned as a PDF, so they can be attached to the tender.
- in submitting its tender electronically, the tenderer agrees to the data resulting from the operation of the tender receipt system being registered.

Further information is available on the website: <http://www.publicprocurement.be> or via the e-procurement service's helpdesk the telephone number: +32 (0)2 790 52 00.

IMPORTANT

1. Tenderers are advised to register at the latest the day before the opening of the tenders, to be able to contact the e-procurement service helpdesk to resolve any problems accessing the site <https://eten.publicprocurement.be/>.
2. Account must be taken of the size of the file submitted electronically, which must not exceed 350 MB.

B.14.OPENING OF TENDERS

In accordance with Articles 84 and 85 of the aforementioned Royal Decree of 18 April 2017, a public session will be held during which the electronic tenders will be opened. The session will take place on **September 28th 2021 at 11:10 a.m.**

B.15.RIGHT OF ACCESS - QUALITATIVE SELECTION - REGULARITY OF TENDERS

B.15.1. Right of access - Qualitative selection

Tenderers are subject to the right of access and the selection criteria set out below.

Only tenders from tenderers who satisfy the right of access and the selection criteria are taken into consideration and included in the comparison of tenders based on the award criteria given in point B.16 below of these special specifications, insofar as these submitted tenders are regular both formally and substantively.

B.15.1.1. Right of access

By submitting a Single European Procurement Document, the tenderer certifies that they are not in one of the exclusion categories listed below. The contracting authority will verify the accuracy of this implicit sworn declaration of the tenderer with the highest ranked tender. To this end, it shall request the tenderer in question by the swiftest means and within the period it determines, to provide the information and documents allowing its personal situation to be verified. The contracting authority will itself request those information or documents that it can obtain free of charge electronically from the Data Controller.

B.15.1.2. Grounds for Exclusion

(Articles 67 to 70 of the Act of 17 June 2016)

Mandatory grounds for exclusion:

Art. 67 § 1. Except where the candidate or tenderer demonstrates, in accordance with Article 70, that it has taken sufficient measures to prove its reliability, the contracting authority shall, at any stage of the procedure, exclude a candidate or tenderer from participation in the procurement procedure where it has established or is otherwise informed that this candidate or tenderer has been convicted of one of the following offences by a judicial decision which has the force of *res judicata*:

1° involvement in a criminal organisation;

2° corruption;

3° fraud;

4° terrorist offences, offences related to terrorist activities or incitement, aiding or abetting or attempting to commit such an offence;

5° money laundering or financing terrorism;

6° child labour and other forms of human trafficking;

7° employing illegally resident third-country nationals.

The King may specify the offences referred to in paragraph 1 in greater detail.

By way of derogation from paragraph 1, the contracting authority shall exclude candidates or tenderers who have employed illegally resident third-country nationals, even if they have not been convicted of an offence that has acquired the force of *res judicata*, as soon as the offence has been established by an administrative or judicial decision, including by written notification pursuant to Article 49/2 of the Social Penal Code. This derogation shall not preclude the possibility, as referred to in Article 70, for the candidate or tenderer to invoke corrective measures where appropriate.

By way of derogation from paragraph 1, the contracting authority may, in exceptional cases and for compelling reasons in the general interest, authorise a derogation from the compulsory exclusion.

The obligation to exclude the candidate or tenderer shall also apply where the person convicted by final judgment is a member of the administrative, management or supervisory body of the candidate or tenderer or has powers of representation, decision-making or control within it. In the event of an offence referred to in paragraph 3 and in the absence of the above-mentioned final judgment, the same exclusion obligation shall apply where the person concerned is designated in an administrative or judicial decision as being a person in respect of whom an offence has been established in relation to the employment of illegally resident third-country nationals, and who is a member of the administrative, management or supervisory body of this candidate or tenderer or holds a power of representation, decision or control within it.

By way of derogation from paragraph 5, for contracts with an estimated value below the thresholds set for European publicity, contracting authorities shall not, however, be obliged to verify the absence of grounds for exclusion referred to in this Article on the part of the persons referred to in the above paragraph.

§ 2. The exclusions from participation in public procurement contracts mentioned in paragraph 1, subparagraph 1, 1° to 6° shall apply only for a period of five years from the date of the judgment.

The exclusion from participation in public contracts mentioned in paragraph 1, subparagraph 1, 7° shall apply only for a period of five years from the end of the infringement.

Notwithstanding the case referred to in subparagraph 4 of paragraph 1, where they are in a situation of compulsory exclusion on the day following the closing date for the submission of applications to participate or for the submission of tenders, economic operators may not participate in public contracts, except where they certify that, in accordance with Article 70, they have taken sufficient corrective measures to demonstrate their reliability despite the existence of an applicable ground for exclusion.

Ground for exclusion relating to tax and social debts

Art. 68 § 1. Save where there are imperative requirements in the general interest and subject to the cases mentioned in paragraph 3, the contracting authority shall exclude, at any stage of the procurement procedure, participation in a procedure by a candidate or tenderer who does not fulfil its obligations relating to the payment of taxes or social security contributions, except:

1° where the amount outstanding does not exceed the amount to be fixed by the King; or

2° where the candidate or tenderer can demonstrate that it has one or more claims on a contracting authority or a public undertaking that are certain, due and free of any obligation to third parties. These claims are at least equal to the amount for which it is in arrears with its tax or social security debts. The latter amount will be reduced by the amount fixed by the King pursuant to the provision of 1°.

3° Where it finds that the tax and social security debts exceed the amount mentioned in paragraph 1, 1°, the contracting authority shall ask the candidate or tenderer whether it is in the situation mentioned in paragraph 1, 2°.

However, the contracting authority shall give any economic operator the opportunity to comply with its social and tax obligations during the course of the procurement procedure, once it has established for the first time that the candidate or tenderer does not meet the requirements. Once this has been established, the contracting authority shall give the economic operator five working days to provide proof of regularisation. This regularisation is only possible once.

This period shall begin on the day following notification. For the calculation of this period, Regulation No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time limits shall not apply.

§ 2. The King shall determine the tax and social security debts to be taken into account and the additional terms and conditions in this regard.

§ 3. This Article shall no longer apply where the candidate or tenderer has fulfilled its obligations by paying or entering into a binding agreement to pay the taxes or social security contributions due, including, where appropriate, any overdue interest or fines, provided that such payment or binding agreement was made before a request to participate was submitted or, in the case of an open procedure, before the time limit for submitting tenders.

Optional grounds for exclusion:

Art. 69 Except where the candidate or tenderer demonstrates, in accordance with Article 70, that it has taken sufficient measures to prove its reliability, the contracting authority may exclude a candidate or tenderer from participation in a procedure at any stage of the procurement procedure in the following cases:

1° when the contracting authority can demonstrate, by any appropriate means, that the candidate or tenderer has failed in the obligations applicable in the fields of environmental, social and labour law, as stated in Article 7;

2° when the candidate or tenderer is in a state of bankruptcy, liquidation, cessation of business, judicial reorganisation or has filed for bankruptcy or is subject to a liquidation or judicial reorganisation procedure, or in any similar situation resulting from a procedure of the same nature existing in other national regulations;

3° if the contracting authority can demonstrate, by any appropriate means, that the candidate or tenderer has committed a serious professional error which calls its integrity into question;

4° if the contracting authority has enough plausible evidence to conclude that the candidate or tenderer has committed acts, concluded agreements or made arrangements with a view to distorting competition, within the meaning of Article 5, paragraph 2;

5°. if a conflict of interest within the meaning of Article 6 cannot be remedied by other less intrusive measures;

6° if a distortion of competition resulting from the prior participation of candidates or tenderers in the preparation of the award procedure, as referred to in Article 52, cannot be remedied by other less intrusive measures;

7° if significant or persistent shortcomings on the part of the tenderer have been identified in the performance of an essential obligation incumbent on it in the context of a previous public contract, a previous contract awarded with another contracting authority or a previous concession, if such shortcomings gave rise to ex officio measures, damages or another comparable sanction;

8° if the candidate or tenderer has been found guilty of making false statements in supplying the information required to verify the absence of grounds for exclusion, or the fulfilment of the selection criteria, has concealed this information, or is unable to produce the supporting documents required under Article 73 or Article 74, or;

9° the candidate or tenderer has attempted to influence the decision-making process of the Contracting Authority unduly or to obtain confidential information likely to give it an unfair advantage during the procurement procedure, or through serious negligence, has provided misleading information likely to have a decisive influence on the exclusion, selection or awarding decisions.

The exclusions from participation in public contracts mentioned in paragraph 1 shall apply only for a period of three years from the date of the event concerned or, in the event of a continuing infringement, from the end of the infringement.

Unless otherwise provided for in the contract documents, the contracting authority shall not be obliged to verify the absence of optional grounds for exclusion in respect of members of the candidate's or tenderer's administrative, management or supervisory body or of persons who have powers of representation, decision-making or control within it.

Corrective measures

Art. 70 Any candidate or tenderer in one of the situations mentioned in Article 67 or 69 may provide proof certifying that the measures they have taken are sufficient to show their trustworthiness despite the existence of relevant grounds for exclusion. If this proof is deemed to be sufficient by the contracting authority, the candidate or tenderer in question shall not be excluded from the public procurement procedure.

To this end, the candidate or tenderer shall prove under its own initiative that it has paid or agreed to pay compensation for any damage caused by the criminal offence or error, fully clarified the facts and circumstances by working actively with the authorities responsible for the enquiry and taken practical

technical and organisational measures as well as measures relating to personnel to prevent a new criminal offence or another error.

The measures taken by the candidate or tenderer shall be assessed taking into account the seriousness of the criminal offence or misconduct and its particular circumstances. In all cases, this is a decision by the contracting authority which must be justified both in form and in substance. Where the measures are deemed insufficient, the reasons for the decision concerned shall be sent to the economic operator.

An economic operator who has been excluded by a judicial decision having the force of res judicata from participation in contract award or concession procedures shall not be allowed to avail itself of the possibility provided for in this Article during the period of exclusion fixed by that decision in the Member States in which the judgment has effect.

B.15.1.3. Qualitative selection regarding the tenderer's financial and economic capacity

The bidder must provide the following information/submit documents to that effect:

- at least three references for supplies (coinage) carried out in the last three years, mentioning the amount and the destination; references do not need to be officially attested.
- a turnover statement relating to the last three available financial years, with an indication of total turnover and the turnover relating to minting, which demonstrates that the tenderer's average annual turnover in minting amounts to at least two times the tender amount on an annual basis for the part of the contract relating to minting⁴ to calculate the amount to which the turnover will be compared, the bidder must multiply the unit prices for which it is bidding by $\frac{1}{4}$ ("one quarter") of the production totals for the period 2013 to 2020 (see section III 1.3.1). The result obtained is (only for the purpose of evaluating this selection criterion) twice the amount of the tender on an annual basis.
- "a bank declaration in accordance with **Annex 10**, showing a good credit score; if the tenderer cannot submit a bank declaration for a valid reason, it may be replaced by a certificate from the auditor appointed by the tenderer and showing a good credit score.

B.15.1.4. Qualitative selection regarding the tenderer's technical capacity

The tenderer shall demonstrate that it meets the following requirements:

- 1 All tenderers must apply the Quality Management System for Euro Coins (referred to as QMSC hereafter) as laid down in Bulletin No. 7 of 13/5/2015 issued by the European Central Bank (ECB) and the Mint Directors Working Group (MDWG). Producers (mints) wishing to produce euro coins for the first time must undergo the pre-audits provided for this purpose by the ECB at the latest one year before production starts. A new audit will be carried out at the start of production. The tenderer shall attach the most recent ECB audit report to its tender.

⁴ The requirement of a minimum annual turnover is imposed because of the absolute necessity for the contracting authority to be able to use a financially sound tenderer, since the availability of euro coins for circulation is of particular importance for the Belgian economy and for the payment transactions of private individuals and companies.

- 2 In the context of the application of the Quality Management System, the tenderer must have the ISO 9001 certification required by the ECB and the required inspection plan (Common Basic Inspection Plan).

The relevant certificate must already have been enclosed with the tender (see also qualitative requirements, below, under III.3.3) or be readily available for consultation (in the latter case, the contracting authority may still request the certificate).

- 3 All tenderers must implement an environmental management system that demonstrates that the subject of the contract is carried out in accordance with an international environmental management system standard (ISO 14001: 2004/1996 or equivalent standard). The certificate must be attached to the tender.

Tenderers who do not have this certification (ISO 14001: 2004/1996 or equivalent standard) may be selected provided they can demonstrate that they meet the requirements for such certification and that they can attach evidence of this to their tender.

- 4 A description of the means that the tenderer will use to guarantee production within the delivery time set, in accordance with the quality requirements and for a quantity as provided for by the delivery schedule determined below under D.3; this description shall include at least:

- a) a detailed description of the tenderer's technical equipment and the measures it intends to take to ensure the quality necessary for the proper performance of the contract;
- b) a detailed description of the tools, material and technical equipment available to the tenderer for the execution of the contract; the reason for their compliance with the qualitative requirements of the contract;
- c) a detailed list of the technicians or technical bodies that are part of the tenderer's company, in particular those responsible for quality control, safety, environmental obligations, production and transport;

- 5 a description of the systems (e.g. supply chain and tracing systems) that will be implemented by the tenderer to ensure the traceability of the production at each stage of production, from the ingot to the delivery of the finished coins (coin pouches) in wooden boxes to the National Bank of Belgium.

These documents must be provided by the tenderer when the dossier is submitted.

B.15.2. Right of access - Use of the capacity of other entities

A tenderer may only use the capacity of other entities if it attaches **to its tender** a commitment from the entity(ies) concerned that demonstrates that it will have the resources necessary (Art. 73, § 1 of the Royal Decree of 18 April 2017) to fulfil its commitments.

The tenderer must complete the ESPD accordingly, mentioning the part of the contract for which it is calling on this capacity and the entities it proposes (Art. 73, § 2 of the Royal Decree of 18 April 2017).

In accordance with the ESPD, each entity whose capacity is being used must also complete an ESPD which must be attached to the **tender**.

Where a tenderer relies on the capacities of other entities in respect of criteria relating to economic and financial capacity, the contracting authority shall **expressly** require for this contract that the tenderer and that/those entity(ies) be jointly and severally liable for the performance of the contract. This joint and several liability must be agreed in writing by the entity whose capacity is used. When the aforementioned written agreement is not provided and/or attached to the **tender**, the tenderer cannot use this entity's capacity. The foregoing is without prejudice to the joint and several liability provided for under other laws, in particular with respect to social, tax or salary debts (Art. 78 of the Law of 17 June 2016).

Recourse to the capacity of other entities does not detract from the responsibility of the bidder.

B.16.AWARD CRITERIA

The first and only award criterion applicable to this contract is price, as set out below.

B.16.1. Price (10 points)

The price includes **all** costs, charges and levies of any kind, except VAT. (See also point E.2, Annex 3 on the price inventory).

The estimate of the tender will therefore be based on the following formula.

Where:

S = score obtained by the tender quoted in full

Sp1 = score obtained by the tender quoted for item 1 - circulation

Sp2 = score obtained by the tender quoted for item 2 - special quality

C5 = Rating out of 10 for the average cost⁵ of minting 5 cent coins

C10 = Rating out of 10 for the average cost of minting 10 cent coins

C20 = Rating out of 10 for the average cost of minting 20 cent coins

C50 = Rating out of 10 for the average cost of minting 50 cent coins

C100 = Rating out of 10 for the average cost of minting 1 euro coins

C200 = Rating out of 10 for the average cost of minting 2 euro coins

C2com = Rating out of 10 for the average cost of minting commemorative 2 euro coins

CSf = Rating out of 10 for the average cost of coinage for the FDC set

CSp = Rating out of 10 for the average cost of coinage for the Proof set

⁵ The average cost is for every denomination the addition of the cost for the minimum amount + the price of te additional quantity, divided by 2.

C2comf = Rating assigned out of 10 to the average cost of coinage for the 2 euro FDC commemorative

C2comp = Rating out of 10 for the average cost of coinage for the 2 Euro Proof

C5min = lowest value for all bidders of $(C5c + C5cs) / 2$

C10min = lowest value for all bidders of $(C10c + C10cs) / 2$

C20min = lowest value for all bidders of $(C20c + C20cs) / 2$

C50min = lowest value for all bidders of $(C50c + C50cs) / 2$

C100min = lowest value for all bidders of $(C100c + C100cs) / 2$

C200min = lowest value for all bidders of $(C200c + C200cs) / 2$

C2commin = lowest value for all bidders of $(C2comc + C2comcs) / 2$

CSfmin = lowest value for all bidders of $(CSfc + CSfcs) / 2$

CSpmin = lowest value for all bidders of $(CSpc + CSpcs) / 2$

C2comfmin = lowest value for all bidders of $(C2comfc + C2comfcs) / 2$

C2compmin = lowest value for all bidders of $(C2compc + C2compcs) / 2$

C5c = cost of coinage for 1000 5 cent coins "circulation" quality

C10c = cost of coinage for 1000 10 cent coins "circulation" quality

C20c = cost of coinage for 1000 20 cent coins "circulation" quality

C50c = cost of coinage for 1000 50 cent coins "circulation" quality

C100c = cost of coinage for 1000 1 euro coins "circulation" quality

C200c = cost of coinage for 1000 2 euro coins "circulation" quality

C2comc= cost of coinage for 1000 commemorative 2 euro coins of "circulation" quality

C5cs = cost of coinage for 1000 additional circulation quality 5 cent coins

C10cs = cost of coinage for 1000 additional circulation quality 10 cent coins

C20cs= cost of coinage for 1000 additional circulation quality 20 cent coins

C50cs = cost of coinage for 1000 additional circulation quality 50 cent coins

C100cs = cost of coinage for 1000 additional circulation quality 1 euro coins

C200cs = cost of coinage for 1000 additional circulation quality 2 euro coins

C2comcs= cost of coinage for 1000 additional circulation quality commemorative 2 euro coins

CSfc = cost of 125 sets of 1 cent to 2 euro coins of "FDC" quality

CSpC = cost of 125 sets of 1 cent to 2 euro coins of "Proof" quality

C2comfc = cost of 1000 commemorative €2 coins of "FDC" quality

C2compC = cost of 1000 commemorative €2 coins of "Proof" quality

CSfcs = cost of 125 additional sets of 1 cent to 2 euro coins of "FDC" quality

CSpCs = cost of 125 additional sets of 1 cent to 2 euro coins of "Proof" quality

C2comfcs = cost of 1000 additional commemorative €2 coins of "FDC" quality

C2compCs = cost of 1000 additional commemorative €2 coins of "Proof" quality

The rating is calculated as follows

$$C5 = [C5min / ((C5c + C5cs) / 2)] * 10$$

$$C10 = [C10min / ((C10c + C10cs) / 2)] * 10$$

$$C20 = [C20min / ((C20c + C20cs) / 2)] * 10$$

$$C50 = [C50min / ((C50c + C50cs) / 2)] * 10$$

$$C100 = [C100min / ((C100c + C100cs) / 2)] * 10$$

$$C200 = [C200min / ((C200c + C200cs) / 2)] * 10$$

$$C2com = [C2commin / ((C2comc + C2comcs) / 2)] * 10$$

POST 1

$$Sp1 = (C5 + C10 + C20 + C50 + C100 + C200 + C2com) / 7$$

$$CSf = [CSfmin / ((CSfc + CSfcs) / 2)] * 10$$

$$CSp = [CSpmin / ((CSpc + CSpcs) / 2)] * 10$$

$$C2comf = [C2comfmin / ((C2comfc + C2comfcs) / 2)] * 10$$

$$C2comp = [C2compmin / ((C2compc + C2compcs) / 2)] * 10$$

POST 2

$$Sp2 = (CSf + Csp + C2comf + C2comp) / 4$$

FINAL RATING

$$S = 0,50 Sp1 + 0,50 Sp2$$

Important note: The price "minimum quantity" or "additional production" is the price of the offer reduced to the price for 1,000 pieces or casu quo 125 sets.

The tender with the **highest S-score** will be awarded the contract provided it meets all the requirements of these specifications.

Important notes

1. The averages and weighting factors mentioned are applied only to determine the most advantageous tender to be considered for award. For individual coinage contracts, the specific amounts taken into account will be the amounts next to the monetary value concerned.
2. The successful tenderer shall bear all production costs (conversion of the supplied design to the desired format, mint marks, security costs, packaging, transport, etc.); its price list shall take this into account.
3. The contracting authority reserves the right to purchase existing stocks of circulating coins from other euro-zone countries or to conclude an exchange operation. It is therefore not obliged to use minting as a matter of course.

B.16.2. Final score

Unless the contracting authority renounces the contract, the contract will be awarded to the tenderer with the **highest S-score**.

B.16.3. Numerical example

Practical example, based on two fictitious tenders (purely fictitious figures!)

Tender of tenderer A (offer price after being reduced to 1000 pieces /125 sets)

| | Coins | Quality | price for minimum quantity | Price for an additional quantity | Minimum average price | Average price | Score | |
|--------|--------------------|-------------|----------------------------|----------------------------------|-----------------------|---------------|-----------|----------------|
| Post 1 | 5 cents | circulation | 10 | 12 | 11 | 11 | 10,00 | |
| | 10 cents | circulation | 10 | 12 | 11 | 11 | 10,00 | |
| | 20 cents | circulation | 12 | 14 | 13 | 13 | 10,00 | |
| | 50 cents | circulation | 15 | 20 | 16 | 17,5 | 9,14 | |
| | 1 euro | circulation | 20 | 25 | 22,5 | 22,5 | 10,00 | |
| | 2 euro | circulation | 20 | 25 | 22,5 | 22,5 | 10,00 | |
| | 2 € comm. | circulation | 30 | 40 | 35 | 35 | 10,00 | |
| SP1 | | | | | | | | 9,88 |
| | Coins | Quality | Price for minimum quantity | Price for an additional quantity | Minimum average price | Average price | Weighting | Weighted score |
| Post 2 | Set toutes valeurs | FDC | 100 | 120 | 105 | 110 | 30% | 2,86 |
| | Set toutes valeurs | Proof | 80 | 100 | 90 | 90 | 2,50% | 0,25 |
| | 2€ comm. | FDC | 40 | 50 | 45 | 45 | 65% | 6,50 |
| | 2€ comm. | Proof | 30 | 40 | 35 | 35 | 2,50% | 0,25 |
| SP2 | | | | | | | | 9,86 |

$$S = (9.88 + 9.86)/2 = 9.87$$

Tender of tenderer B

| | Coins | Quality | Price for minimum quantity | Price for an additional quantity | Minimum average price | Average price | Score | |
|--------|--------------------|-------------|----------------------------|----------------------------------|-----------------------|---------------|-----------|----------------|
| Post 1 | 5 cents | circulation | 12 | 12 | 11 | 12 | 9,17 | |
| | 10 cents | circulation | 12 | 12 | 11 | 12 | 9,17 | |
| | 20 cents | circulation | 14 | 14 | 13 | 14 | 9,29 | |
| | 50 cents | circulation | 14 | 18 | 16 | 16 | 10,00 | |
| | 1 euro | circulation | 20 | 25 | 22,5 | 22,5 | 10,00 | |
| | 2 euro | circulation | 20 | 25 | 22,5 | 22,5 | 10,00 | |
| | 2 € comm. | circulation | 30 | 40 | 35 | 35 | 10,00 | |
| SP1 | | | | | | | | 9,66 |
| | Coins | Quality | Price for minimum quantity | Price for an additional quantity | Minimum average price | Average price | Weighting | Weighted score |
| Post 2 | Set toutes valeurs | FDC | 90 | 120 | 105 | 105 | 30% | 3,00 |
| | Set toutes valeurs | Proof | 90 | 100 | 90 | 95 | 2,50% | 0,24 |
| | 2€ comm. | FDC | 50 | 80 | 45 | 65 | 65% | 4,50 |
| | 2€ comm. | Proof | 30 | 40 | 35 | 35 | 2,50% | 0,25 |
| SP2 | | | | | | | | 7,99 |

$$S = (9.66 + 7.99)/2 = 8.825$$

Tenderer A has the highest score. It wins the contract.

B.17.QUESTIONS & ANSWERS

Potential tenderers are requested to send any questions to the contracting authority by e-mail to finprocurement@minfin.fed.be.

Only questions that are received by the contracting authority **by 4 pm on the 3rd of September 2021 at the latest** will be considered. In the subject line of the e-mail, the bidder must mention "INFO (RMB-Minting)".

All questions must be asked using the attached form. The potential tenderer shall complete all the necessary data for each question.

The contracting authority will publish the answers and questions **at least on the 17th of September 2021** on e-notification (<https://enot.publicprocurement.be>) and afterwards on the website of the Federal Public Service Finance (<https://finance.belgium.be/en>) under the heading "Public Contracts".

Nothing will be published if no questions are asked within the time limit.

C. CONTRACTUAL PROVISIONS

This Part 2 regulates the procedure for the execution of the contract.

Insofar as there is no derogation therefrom, it is the Royal Decree of Monday 14 January 2013 establishing the general rules for the execution of public procurement contracts and its subsequent amending decrees.

See above under B. Administrative provisions for a list of exemptions from the above-mentioned Royal Decree.

C.1. THE ORDER FORM AND ITS TERMS

The order form shall be sent to the successful tenderer either by registered mail or by any other means that enables the date of dispatch to be determined with certainty.

C.2. LEADING SERVICE - LEADING OFFICIAL

The leading service is the Royal Mint of Belgium.

The leading official is the General Administrator of the General Administration of the Treasury or, where appropriate, an official of the contracting authority who will be specifically designated in the contract award notice. The limitations of their powers will be mentioned.

The leading official may delegate some of their powers.

C.3. LIABILITY OF THE SUCCESSFUL TENDERER

C.3.1. Contractual liability

The successful tenderer assumes full liability for errors and omissions in the performance (see also C.9 Acceptance - Guarantee).

However, it shall safeguard the contracting authority against any damages the latter may be liable for towards third parties, due to a delay in performance, or failure on the part of the contractor.

The successful tenderer guarantees that all deliveries to be made under the contract will be carried out in accordance with the best professional standards, on time and by sufficiently trained and competent personnel.

The successful tenderer is responsible for the quality of the services provided and for the achievement of the result.

The successful tenderer and its subcontractors shall also be required to guarantee the confidentiality of the operations they carry out. In addition to complying with the European Union's General Data Protection Regulation, they are required to sign and abide by the attached non-disclosure agreement.

C.3.2. Risk

In accordance with Article 122 of the Royal Decree of 14 January 2013, the responsibility for the goods, without prejudice to all other rights or pleas in law of the RMB, is transferred to the RMB at the moment when the examination and notification formalities are carried out, unless loss or damage has occurred at the consignee's storage premises (NBB, Bld de Berlaimont 3, B-1000 Brussels)

The successful tenderer shall not be liable for any loss or damage caused by a fault of the consignee in its warehouses but before the formalities referred to above have been completed.

C.3.3. Guarantee against third party claims

Under no circumstances will the contracting authority be liable for any damage caused to persons or property as a direct or indirect consequence of the activities necessary for the execution of this contract. The successful tenderer shall safeguard the contracting authority against any action for damages by third parties in this respect.

C.3.4. Insurance

The successful tenderer shall enter into one or more insurance policies with a known and reputable insurance company and shall ensure that adequate coverage is provided for all the risks incurred by the successful tenderer arising from the performance of its obligations under the contract, including death or personal injury, loss or damage to property or any other loss.

Civil liability and corporate insurance of 5 million euros per year and 2.5 million euros per order is considered adequate for this contract.

The successful tenderer must also take out fire insurance, insurance to cover the employer's liability in respect of its employees and compulsory insurance for suitable transport.

C.4. SECURITY

In accordance with Article 25§2, for framework agreements with only one successful tenderer, a security of 5% per order will be required provided that the order is at least EUR 50,000.00.

C.4.1. Composition of the security

The security may be provided in accordance with the legal and regulatory provisions, either in cash or in public funds, or in the form of a collective surety.

The security may also be provided by a guarantee granted by a credit institution meeting the requirements of the legislation on the status and supervision of credit institutions or by an insurance company meeting the requirements of the legislation on the supervision of insurance companies and approved for class 15 (surety).

The successful tenderer must, within thirty calendar days of the date of conclusion of the contract, provide proof that the security has been lodged by himself or by a third party, in one of the following ways:

1. in the case of cash, by transferring the amount to the bpost bank account of the Caisse des Dépôts et Consignations (NB - see information for online registration below) or of a public body performing a function similar to that of the said Caisse, hereinafter referred to as the public body performing a similar function;
2. in the case of public funds, by the deposit of these funds in the hands of the State cashier at the National Bank's head office in Brussels or in one of its branches in the provinces, on behalf of the Caisse des Dépôts et Consignations, or a public body fulfilling a similar function;
3. in the case of a collective guarantee, by the deposit by a body legally exercising this activity, of a joint and several guarantee deed with the Caisse des Dépôts et Consignations or with a public body fulfilling a similar function;
4. in the case of a guarantee, by the commitment document of the credit institution or insurance company.

This proof shall be given, as the case may be, by producing for the contracting authority:

1. either the deposit receipt from the Caisse des Dépôts et Consignations or a public body fulfilling a similar function;
2. or a debit note issued by the credit institution or insurance company;
3. the acknowledgement of deposit issued by the State cashier or by a public body fulfilling a similar function;
4. the original of the joint and several guarantee deed endorsed by the Caisse des Dépôts et Consignations or by a public body fulfilling a similar function;
5. the original of the commitment deed drawn up by the credit institution or insurance company granting a guarantee.

These documents, signed by the depositor, shall indicate in whose favour the security is constituted, its precise allocation by a summary indication of the subject of the contract and the reference of the contract documents, as well as the full name and address of the successful tenderer and, if applicable, of the third party who has made the deposit on his behalf, with the mention "provider of funds" or "authorised agent", as the case may be.

The period of thirty calendar days referred to above shall be suspended during the period when the successful tenderer's business is closed for paid annual holidays and compensatory rest days provided for by regulation or in a binding collective labour agreement.

INFORMATION FOR ONLINE REGISTRATION AT THE CAISSE DES DEPOTS ET CONSIGNATIONS

The procedure for paying a cash deposit has changed since the e-DEPO application was introduced at the Caisse des Dépôts et Consignations (CDC). The payment to the CDC must always be preceded by the completion of the form as mentioned on the website <https://finances.belgium.be/fr/marché-public> .

After receipt of this form, CDC will send the correct data for the payment (account number and communication for the payment) by e-mail.

After the payment and after the processing of the file, the CDC will send the digital deed of guarantee by e-mail to the e-mail addresses of the two parties mentioned on the form (for the FPS Finance = vastleggingen.engagements.div@minfin.fed.be). For cash guarantees, please contact info.cdcck@minfin.fed.be.

For cash bonds, please contact info.cdcck@minfin.fed.be.

For joint and several guarantees, please contact solidaire.cdcck@minfin.fed.be.

BENEFICIARY(S) OF THE GUARANTEE

Fill in here the contact details of the administration(s) requesting the guarantee. If necessary, ask this (these) administration(s) for these data).

BENEFICIARY 1

Company number: BE0308357159

Email address: vastleggingen.engagements.div@minfin.fed.be

Telephone number: 0257/666 81

Name of the Administration: FPS Finance - Budget and Management Control - Commitments Division

For bank guarantees, the original proof of the constitution of the guarantee must be sent to the following address :

Service Public Fédéral FINANCES

Service d'Encadrement Budget et Contrôle de Gestion - Division Engagements

à l'attention de Madame MALJEAN Françoise

1030 BRUXELLES

IMPORTANT NOTE

The purchase order number (4500XXXXXX) (if known) and the reference number of the SS must be mentioned on the proof of the composition of the security.

C.4.2. Releasing of the security

According to section 33 of the Royal Decree from 14 January 2013 establishing the general rules of implementation of public procurement, the security will be entirely released after reception of all the performances based on the contract made under the terms of the special specifications.

C.5. PLACE OF EXECUTION

The place of execution (i.e. delivery of the coins) for the contract is the National Bank of Belgium, Boulevard du Berlaimont, 3, B-1000 Brussels.

If the place of execution is changed, the successful tenderer will be informed in advance, either by registered mail or by any other means that allows the date of dispatch to be determined with certainty.

The transport and delivery arrangements are described in Part III below.

C.6. SUB-CONTRACTORS - OUTWARD PROCESSING⁶

If the execution of the special circumstances requires the successful tenderer to use subcontractors (other than those included in the tender), it must expressly ask the contracting authority for prior authorisation. For the avoidance of doubt, the purchase of blanks does not constitute genuine subcontracting and in the context of this contract is considered as supply for the successful tenderer.

At no stage of the production process may the goods undergo outward processing outside the territory of the European Union, not even at production sites managed by the successful tenderer. Similarly, the blanks used must have been produced in the European Union. To prove this, the successful tenderer will keep the purchase documents for the blanks available for the contracting authority. The contracting authority may, if necessary, verify that no blanks have been imported via the customs documents.

C.7. MONITORING OF PERFORMED SERVICES

C.7.1. Monitoring and technical control of the production of circulation quality coins

The successful tenderer must supply goods that comply with the technical provisions described below.

The tenderer must present samples to the RMB for the purpose of preliminary checks, as explained below.

⁶ Under the outward processing customs procedure, Community goods are exported for processing outside the EU and then reimported.

In cases where cross-check minting tests have to be carried out prior to production in accordance with European regulations, these samples will only be sent (in casu, to the Hamburg Mint) after the RMB has carried out part of the technical inspection as referred to below (25 samples per denomination). Production can then be launched after approval by the Hamburg Mint.

Large-scale minting for each order (without a test with cross-check) will begin after the RMB has carried out technical checks on the samples submitted by the tenderer. For this purpose, the successful tenderer must provide a sample of 25 coins per unit value per order⁷.

The representatives of the ECB and the RMB shall have the right to visit the successful tenderer's premises to consult the administration, carry out technical checks/audits on the coins produced and monitor the production process. The RMB always has access to the specific administration of the successful tenderer, which allows it to monitor the quality and quantities of euro coins produced for circulation.

The tenderer must also authorise checks/technical checks after the goods have been manufactured. These checks/technical checks can, if necessary, be carried out on the manufactured goods which are still on the production site, but will also take place afterwards per order placed. To this end, the successful tenderer shall send 25 samples per 1 million coins produced per unit value to the RMB. For reasons of traceability, the successful tenderer must clearly state the batch from which the samples come and their date of manufacture. The RMB submits these coins to a laboratory test. After approval by the RMB of the samples received (laboratory tests can be carried out within three days), delivery can be made to the National Bank of Belgium. If the laboratory tests show that the planned delivery does not meet the requirements, then delivery cannot take place.

Any delay in the performance of the contract and any additional costs due to replacement with compliant coins shall be borne entirely by the successful tenderer and such costs will not be recoverable from the RMB under any circumstances. The fact that the samples submitted for technical inspection before the start of production were found to be compliant is quite independent, since this conformity was only a condition for the start of production.

If the RMB deems it necessary, additional samples may be requested, not only of finished coins but also of blanks. The successful tenderer shall comply with any such request within five (5) working days by making the additional samples requested available to the RMB, at its expense.

The cost of sending the samples shall be borne by the successful tenderer. The samples are not returned after their examination (in the laboratory).

The successful tenderer will also submit to checks on its production process, on the basis of the traceability of the ingots to the packaging of the coins described in the selection criteria. The reports on the checks carried out based on the QMSC shall be borne by the successful tenderer and made available to the RMB for checking and supervision within eight calendar days of the end of the production month, before this information is forwarded to the European authorities.

The successful tenderer shall destroy, at its own expense and under the supervision of the RMB, any coins which the RMB considers should be destroyed due to the outcome of the checking formalities.

⁷ This is a technical control relating to the contract, and takes place independently of the annual minting test with cross-check per unit value.

C.7.2. Monitoring and technical control of the production of special quality coins

The above provisions apply *mutatis mutandis* as for circulation coins, except for the reports of the checks carried out on the basis of the QMSCs. The obligation to undergo double checks/technical checks is limited to five coins (instead of 25 coins) before starting production.

C.8. FINES FOR DELAYS

In accordance with Article 46 of the Royal Decree of 14 January 2013 establishing the general rules for the execution of public procurement contracts and public works concessions, fines for delays are payable, without formal notice, by the mere expiry of the execution deadlines, without the intervention of a report, and are applied by right for the totality of the days of delay.

Since the fines should be such that only strong companies can bid for this contract and no business advantage can be gained from the expectation of lower fines than those imposed by other sponsors, inside or outside the euro zone, a derogation is made from the usual amount of the fines for late payment, as mentioned in Article 123.

Thus,

- late submission of the QMSC report will result in a fine of 250 euros per late report;
- if the successful tenderer forgets to submit the QMSC report in advance to the Royal Mint of Belgium, the fine will be 100 euros per report;
- if it forgets to transfer the daily production table to the RMB, a fine of 50 euros per day of non-submission will be due;
- in the event of the destruction of mint marks without the prior agreement of the RMB, the fine will be 250 euros per mint mark;
- late declaration of metal prices will result in a fine of 100 euros per purchase order;
- failure to provide the delivery schedule within the deadline will result in a fine of 100 euros per schedule not provided;
- if no indication of the traceability of the coin samples submitted for checking is provided, a fine of 50 euros will be due per coin without traceability;
- in the event of external communication of the design of a 2-euro commemorative coin without the agreement of the RMB, a fine of 2,500 euros will be payable per infringement.

Article 50 of the Royal Decree of 14 January 2013 on the reimbursement of fines for delays is not applied, to avoid the successful tenderer taking advantage of the possibility of reimbursement, which does not exist for contracts in other countries within or outside the euro zone.

For delays in the delivery of ordered coins, the fines for delays shall be calculated at the rate of 1 per cent per calendar day, with a maximum of 30 per cent of the value of the delayed supplies. For the application of these late payment penalties, the value of the supplies shall be the value after deduction of the price of the non-ferrous metals without VAT.

In accordance with Article 72 of the Royal Decree of 14 January 2013, any sum due to the contracting authority in connection with the execution of the contract shall be charged first on the amounts due to the successful tenderer on any account whatsoever and then on the guarantee. In other words, the late penalties will be offset by the price of the delayed order.

Notwithstanding the application of fines for delays, the successful tenderer shall remain liable to the contracting authority, where appropriate, for any damages which the latter may owe to third parties as a result of the delay in the execution of the contract.

C.9. ACCEPTANCE - GUARANTEE

The contracting authority has 30 days from the date of delivery to complete the provisional acceptance formalities. This period shall begin on the day following the arrival of the supplies at their destination, provided that the contracting authority is in possession of the delivery note or invoice. A provisional acceptance report will be drawn up and must be attached to the invoice.

Upon delivery of the goods, the RMB⁸ will subject the goods to qualitative and quantitative checks and notify the successful tenderer in writing of any missing or damaged goods within the verification period of 30 days from receipt of the goods. In such cases, the following provisions shall apply:

- In the event of shortfalls in the quantities supplied, the successful tenderer shall supply the goods missing from the agreed quantity as quickly as possible and without invoicing a price supplement to the RMB. The transport costs are entirely at the supplier's expense.
- In the event of shortfalls in the quality supplied, the successful tenderer shall supply goods to make up this shortfall from the agreed quality as quickly as possible, and cannot invoice a price supplement to the RMB. The transport costs are entirely at the successful tenderer's expense.

In the event of a delay due to non-conformity revealed during a post-release check, the successful tenderer may not use the fact that this check was carried out to avoid responsibility for a delay in new productions.

Within two years of the date of provisional acceptance at the place of delivery, the contracting authority may require the successful tenderer to replace, at its own expense and within the time limit laid down, any delivered coins that have defects which prevent them from being used in accordance with the terms of the contract.

A new guarantee period of equal value is applied to all products delivered as replacements.

The partial final acceptance of the order in question shall take place two years after the partial provisional acceptance. It is implicit if the supply has not given rise to a complaint within that period⁹.

The successful tenderer shall destroy, at its own expense and under the supervision of the RMB, those coins which the RMB has refused to accept and those coins which must be replaced at the expense of the successful tenderer during the guarantee period.

⁸ Given the NBB's place of delivery, a practical arrangement will be made between the RMB and the NBB. For the successful bidder, however, this will make no difference.

⁹ Art. 135 RD 14.01.2013: Final acceptance takes place at the end of the warranty period. It is implicit if the supply has not given rise to a complaint within that period.

Where the supply has led to a complaint during the guarantee period, a report of acceptance or refusal of final acceptance shall be drawn up within fifteen days before the expiry of said period.

The contracting authority shall issue a final acceptance report two years after the delivery of the last order under the contract, provided that all the orders have received partial final acceptance. The final acceptance of the last order and the final acceptance of the entire contract can be recorded in the same report. The tenderer's attention is drawn to the fact that any additional delivery resulting from a default will lead to a new countdown of the two-year period required for the granting of partial final acceptance.

The issuance of the final acceptance report leads to the release of the guarantee.

C.10.ACCEPTANCE PROCEDURES AND FEES

C.10.1. Acceptance procedures

The provisions for the acceptance of deliveries apply (see C.9).

C.10.2. Acceptance charges

All costs relating to the provisional and/or final acceptance(s) shall be borne by the successful tenderer. If the contract is fulfilled without delay or fault on the part of the successful tenderer, the RMB will not invoice any additional costs. In other cases, the RMB will invoice the successful tenderer for the additional costs by deducting them from the invoice amounts.

C.11.INVOICING, PAYMENT, REMUNERATION AND PRICE REVISION

C.11.1. Invoicing, payment and remuneration

Invoicing and payment

Provided that the contracting authority is in possession of a correctly issued invoice (with mention of VAT and the corresponding purchase order number) to which the provisional acceptance report of the order is attached, the procedure shall be carried out taking into account the relevant provisions of the Royal Decree of 14 January 2013:

Invoices, which are subject to VAT, must be made out to :

Service Public Fédéral FINANCES
Service central de facturation
Boulevard Roi Albert II, 33 bte 788 – Bloc B22
1030 Bruxelles

However, invoices can no longer be sent by mail. The options for sending invoices are:

- Via the Mercurius portal in XML format

Invoices can be submitted via the Mercurius platform in XML/UBL format. For more information, see: <http://digital.belgium.be/e-invoicing>.

Warning! As of 01/04/2021, only business requirements that comply with Bis Billing 3.0 are accepted.

You can find the specifications of PEPPOL BIS standard version 3 on <http://docs.peppol.eu/poacc/billing/3.0/>

- Via a pdf file

The invoice can also be sent as a pdf file to the following e-mail address: bb.788@minfin.fed.be. Please note: each pdf file can only contain one invoice.

Invoices shall be marked: "*The amount due is to be paid into account number... in the name of...at...*".

The purchase order number (4500XXXXXX) and, if applicable, the contract number (5XXXXXXX) must be systematically indicated on each invoice.

IMPORTANT

Services under other headings are invoiced after the services have been performed.

The successful tenderer must clearly state on its invoice a detailed description of the services actually and correctly performed. Services that are not correctly and/or completely performed cannot be invoiced.

The liquidation procedure is carried out in accordance with the regulations on State Accounting.

The contracting authority has a verification period of 30 days from the date of the end of the services, observed in accordance with the terms laid down in the contract documents, to carry out the provisional acceptance formalities and notify the service provider regarding the result.

Payment of the amount due to the service provider shall be made within the payment period of 30 days from the expiry of the verification period, provided that the invoices are correctly drawn up, all supporting documents are attached and they are sent to the correct invoice address.

Where the contract documents do not provide for a separate declaration of claim, the invoice shall be deemed to be a declaration of claim.

The invoice must be made out in EUROS.

All payments will be made solely on the basis of the account number provided in the tender form.

In the event of a change to the account number, the tenderer must:

- submit an amendment request duly signed by the same person who signed the tender and, if this rule cannot be followed, a document (notarial private deed, annex number in the Belgian Official Gazette) must be attached attesting that the person is authorised to sign the request;
- attach a bank statement certifying that the successful tenderer is the holder of the bank account provided.

C.11.2. Price revision

For the present contract, no price revision is foreseen since the prices fixed per order already take into account the fluctuation of metal prices and the EUR - USD conversion.

C.11.3. Impact of changes in taxation and unforeseen circumstances

Articles 38/8, 38/9 and 38/10 of the Royal Decree of 14 January 2013 concerning changes in taxes that affect the amount of the contract and other unforeseen circumstances on the part of the successful tenderer do not apply because the revision clauses and the fixing of the applicable metal price per order limit the risk to a large extent and the cohesion with the commercial party is such that possible contractual imbalances could not have an impact. To ensure full equality between tenderers, in the international context, no factors are included that might give national tenderers an advantage.

C.12. MANAGEMENT OF MINT MARKS

C.12.1. Management and securing of mint marks

Only the designfile is given to the successful tenderer at the beginning of the contract, not the mint marks.

The successful tenderer must manufacture its own minting equipment. To do so, it must comply with all the security rules imposed by European regulations (provide for an external audit, without prejudice to the audits carried out by the ECB).

The RMB must always have access to the ECB's audit reports and those of the external auditors. Similarly, the RMB must always have access to the successful tenderer's business premises where the mint marks are used or stored.

The RMB has the right to consult the database used to manage the mint marks at any time and may carry out checks on it. Mint marks that are not in the production machines should be stored in a secured safe. An exception is made when the mint marks are to be processed (e.g. coated).

The master mint marks must always be kept in a secured safe, except during embossing when the mint marks are produced.

The above are the minimum requirements. The successful tenderer must also comply with its own production and safety procedures and those of the European authorities.

The RMB owns the mint marks, even if they are made by the successful tenderer.

On average, 1.5 to 2 years after the production of a given unit value, the successful tenderer must propose to the RMB the destruction or disposal of the available mint marks for the unit value concerned. At the end of the contract, all the mint marks produced must either be destroyed in the presence of an RMB officer or transferred to the RMB. The same applies to the intermediate destruction of mint marks, not only those used to mint euro circulation coins but also those used to mint commemorative and collection coins. The RMB decides which mint marks are physically handed over to it and which are destroyed in its presence.

When irregularities are found during the checks, the RMB will take the necessary steps to inform the MDWG and the ECB. In addition, activities may have to be halted until the irregularities are eliminated¹⁰.

Delays resulting from the cessation of operations will not be attributable to the RMB. Furthermore, the agreed delivery times remain applicable.

C.12.2. The use of corners : production

The production must be 100% traceable. At any time during production, it must be possible to clearly identify the batch of blanks in production for the inspection authorities. Data on this subject must be communicated to the RMB on a daily basis when minting is in progress - relating to an order for euro circulation coins and commemorative coins.

C.13. ADVERTISING - REFERENCES - DUTY OF DISCRETION

The contractor and its employees are bound by a duty of confidentiality with regards to the information of which they become aware in the performance of this contract. This information may under no circumstances be disclosed to third parties without the FPS Finance's written permission.

C.14. THE RMB'S OWN COMPETENCES - APPLICABLE LAW AND JURISDICTION

The contract does not concern the RMB's own competences, which it continues to exercise (in particular the international representation of Belgium), and the successful tenderer cannot in any way deduce from the contract that any residual competences are assigned to it.

The contracting authorities also reserve the right to purchase existing stocks of circulating coins from other euro-zone countries or to conclude an exchange operation.

The contract is governed by Belgian law and must be interpreted in this sense. Any disputes arising between the parties concerning the interpretation or application of the contract, which cannot be settled amicably, shall be referred to the courts of Brussels. The working language will be French or Dutch.

¹⁰ Under no circumstances can the inventory of all the minting material (and more particularly the mint marks) be non-compliant with the actual situation;

- when a mint mark is to be made and this must be done externally, e.g. for a coating, both halves of the pair of mint marks cannot leave the successful tenderer's building at the same time. In the initial phase, only one half can leave and then, when it returns, the second half can leave;

- the transferee may not leave the material unattended. The material cannot, for example, be taken out by a third party, such as an express courier service or any other security company. Personal transport is required in accordance with European regulations.

D. TECHNICAL PROVISIONS

D.1. GENERAL DESCRIPTION

D.1.1. Definitions

1. "Coins intended for circulation": euro coins intended for circulation include eight denominations ranging from 1 euro centime to 2 euros, and must comply with the technical specifications of Annex I of Regulation (EU) No. 729/2014 of the Council¹¹ as well as the Royal Decree of 30 March 2000 on the edges of 2-euro coins belonging to the first series of euro coins; all the specifications that will be verified by the laboratory in the framework of the quality control can be found in the MDWG 'Technical Specifications' document.
2. "Normal coins intended for circulation" means euro coins intended for circulation with the exception of commemorative coins;
3. "Commemorative coins" means 2-euro coins intended to commemorate a specific event;
4. "Brilliant Uncirculated quality": These coins will have a general appearance that matches the description of the best of the regular production coins. They will be fully stamped and have a uniform finish. Their manufacturing process requires a certain degree of care to prevent damage, including reducing the speed of the press and special processing arrangements to minimise damage.

¹¹ANNEX I

Technical specifications referred to in Article 1

| Face value (euro) | Diameter in mm | Thickness in mm | Weight in g | Shape of tuber | Colour | Composition | Instalment |
|-------------------|----------------|-----------------|-------------|--------------------------------|----------------------|--|-------------------------------------|
| 2 | 25.75 | 2.20 | 8.50 | Round | Outer ring: white | Cupronickel (Cu75Ni25) | Engraving on fine ridges |
| | | | | | Central part: yellow | Three layers: nickel brass/nickel/nickel brass CuZn20Ni5/Ni12/CuZn20Ni5 | |
| F1 | 23.25 | 2.33 | 7.50 | Round | Outer ring: yellow | Nickel brass (CuZn20Ni5) | Alternating smooth and ridged parts |
| | | | | | Central part: white | Three layers: Cu75Ni25/Ni7/Cu75Ni25 | |
| 0.50 | 24.25 | 2.38 | 7.80 | Round | Yellow | Nordic alloy Cu89Al5Zn5Sn1 | serrated |
| 0.20 | 22.25 | 2.14 | 5.74 | Round with several deep ridges | Yellow | Nordic alloy Cu89Al5Zn5Sn1 | United |
| 0.10 | 19.75 | 1.93 | 4.10 | Round | Yellow | Nordic alloy Cu89Al5Zn5Sn1 | serrated |
| 0.05 | 21.25 | 1.67 | 3.92 | Round | Copper | Copper-plated steel | Smooth |
| 0.02 | 18.75 | 1.67 | 3.06 | Round | Copper | Copper-plated steel | Smooth with a groove |
| 0.01 | 16.25 | 1.67 | 2.30 | Round | Copper | Copper-plated steel | Smooth |

5. "Proof quality": Standard coins exhibit face designs (with inscriptions) that will be frosted on a polished table, or may be highly polished on a frosted table. Differential frosting or brilliant relief is also acceptable when intentionally produced to highlight design features. The overall finish of the proof coins must be excellent. Very minor defects visible to the naked eye may be acceptable but only if they are in discrete areas.

A small variation in the texture of the frosting is allowed, piece by piece, but uniformly and with the constraint of remaining clearly frosted. These coins will be subjected to a visual inspection process.

D.1.2. Numbers, themes, design and procedure

Circulation quality euro coins

| | Denomination | Quality | Minimum number per order (see B.1.1. above) |
|--------|-----------------------|-------------|---|
| Item 1 | 5 cents to 2 euros | circulation | 1,000,000 |
| Item 1 | commemorative 2 euros | circulation | 500,000 |

The contracting authority does **not undertake to order a minimum quantity** during the contractual period, but does undertake to order at least one million coins at a time, except for the €2 commemorative coins, for which it undertakes to order at least 500,000.

The coins produced over the period 2010 to 2019 (expected numbers) in millions of coins, are as follows (in 2017, 1 and 2 euro centime coins were purchased).

| | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | Totaux |
|-------|------|------|------|------|------|------|------|------|------|------|--------|
| €2 | 15 | 32 | 16 | 0 | 2 | 0 | 1 | 0 | 0 | 3,2 | 71,20 |
| €1 | 0 | 15 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 26,00 |
| €0,50 | 0 | 15 | 30 | 0 | 10 | 10 | 2 | 5 | 0 | 12 | 84,50 |
| €0,20 | 15 | 40 | 43 | 0 | 0 | 0 | 0 | 0 | 0 | 21 | 119,20 |
| €0,10 | 20 | 25 | 25 | 5 | 0 | 11 | 0 | 3 | 12,3 | 5 | 106,40 |
| €0,05 | 25 | 25 | 23 | 17 | 15 | 10 | 20 | 56 | 5,3 | 10 | 206,35 |
| €0,02 | 20 | 0 | 15 | 33 | 3 | 22 | 32 | 19 | 0 | 0 | 144,02 |
| €0,01 | 30 | 10 | 20 | 70 | 0 | 15 | 29 | 32 | 0 | 0 | 206,01 |

For 2020, production amounted to 600,000 commemorative €2 coins for circulation.

Special quality euro coins

The contracting authority does **not undertake to order a minimum quantity** during the contract period, but does undertake to order at least the following quantities for each order:

| | Denomination | Quality | Minimum number per order |
|--------|-----------------------------------|---------|--------------------------|
| Item 2 | all values set (1 cent to 2 euro) | BU | 5,000 |
| Item 2 | all values set (1 cent to 2 euro) | Proof | 400 |
| Item 2 | commemorative 2 euros | BU | 75,000 |
| Item 2 | commemorative 2 euros | Proof | 1,500 |

The **maximum mint quantities** for the period 2018 to 2021 are as follows:

| Denomination | Quality | 2018 | 2019 | 2020 | 2021 |
|------------------------------------|---------|---------|---------|---------|---------|
| all values set (1 cent to 2 euros) | BU | 47,000 | 27,500 | 20,500 | 13,000 |
| all values set (1 cent to 2 euros) | Proof | 750 | 1,500 | 1,000 | 750 |
| commemorative 2 euros | BU | 500,000 | 300,000 | 300,000 | 300,000 |
| commemorative 2 euros | Proof | 15,000 | 10,000 | 10,000 | 10,000 |

Warning: This information will be made available to tenderers for information purposes only and does not create any obligation on the part of the contracting authority.) This data is purely indicative.

€2 commemorative coins

A special commemorative issue of the 2 euro coin¹² may be requested by the RMB at most once a year. The contracting authority shall decide on the subject and the quantities ordered to be put into circulation.

General comments on all the coins

For ordinary circulation coins, the successful tenderer waits to receive an order from the authority. The successful tenderer must then comply with the delivery schedule referred to in D.3.

The deadline for the production of the minting materials must not extend the delivery time. All the work must be completed within the ten-week timeframe.

The design of the coins is obtained from the RMB, with the exception of the commemorative 2-euro coins (see D.2.3.).

The whole legal and administrative aspect remains the responsibility of the authority (in particular the drafting of the necessary implementing decrees, etc.).

The different of the Mint Master on the coins produced (national coins intended for circulation and commemorative coins) is that of the Belgian Mint Master.

The final invoicing is based on the tender price and the price of non-ferrous metals specific to each order (which remains unchanged per order).

¹² It is also possible to plan a joint issue for all the countries in the euro zone once a year. In years when this occurs, it is therefore possible that up to two commemorative 2-euro coins are produced.

D.2. EURO COINS INTENDED FOR CIRCULATION - NORMAL SERIES

D.2.1. Euro coins intended for circulation - minting and packaging of eight monetary values

National requirements of the RMB

After adapting the year date, the official design of the national side of the Belgian euro circulation coins has to be used by the Contractor. The RMB provides the designs.

Euro coins should be packaged as follows:

In rolls

The following numbers are packaged in rolls:

| Denomination | Number of coins: Per roll | Colour of the roll paper with indication of the year |
|--------------|------------------------------|---|
| 2 | 25 | Purple |
| 1 | 25 | Yellow |
| 0.50 | 40 | Green |
| 0.20 | 40 | Orange |
| 0.10 | 40 | Blue |
| 0.05 | 50 | Red |
| 0.02 | 50 | Grey |
| 0.01 | 50 | White |

On each roll of coins, the number of coins packed in each roll, the value of the coin, the total value, the issuing country "Belgium", and the year "20xx" are indicated, as well as the name (and the logo) of the Contractor.

Sealed package

Ten rolls are sealed together in transparent shrink wrap for each monetary value.

The sealed packages are transported in Belgian boxes with a floor space of 50 x 80 cm.

The maximum weight per Belgian box is 450 kg.

| Denomination | Number of coins per half-pallet | Number of sealed packages per wooden box |
|--------------|---------------------------------|--|
| 2 | 50,000 | 200 |
| 1 | 50,000 | 200 |
| 0.50 | 50,000 | 125 |
| 0.20 | 70,000 | 175 |
| 0.10 | 100,000 | 250 |
| 0.05 | 100,000 | 200 |
| 0.02 | 125,000 | 250 |
| 0.01 | 175,000 | 350 |

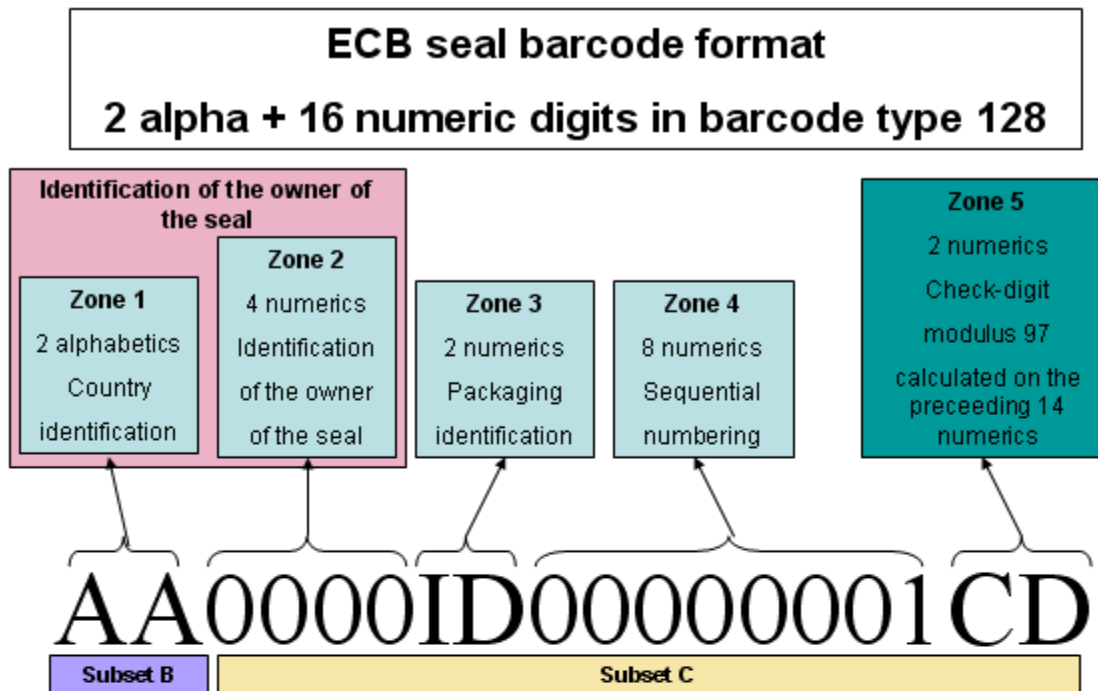
The bottom of the wooden box has the dimensions of a Belgian box in which the coin pouches are packed. A sticker is affixed to each side of the pallet on which the monetary value, the year "20xx", the number of sealed packages, the total number of coins and the total weight in kg with one decimal after the decimal point are clearly indicated.

A maximum of two (2) Belgian boxes may be stacked during transport.

NBB's most stringent requirements

In the crate, all sealed packages of ten rolls must be placed in a plastic bag sealed with a non-reusable seal. The seal has a barcode and is provided by the NBB.

The format of the barcode is as follows:



Calculation of the check digit

A module-97 check digit is used in the barcode. The check digit (2 characters) is calculated on the preceding 14 numeric digits (Country code not included). The 14-digits number is divided by 97.

The remainder is then subtracted from 97 and the result of the subtraction is the check digit.

Example

BE 0100 10 00000560 ??

01001000000560 : 97= 10319587634 remainder 62

97 – 62 = 35

The check digit is therefore 35

BE 0100 10 00000560 35

The same barcode must also be on the side of the box.

For more information on the requirements of the National Bank of Belgium (NBB), you will find the 'Contract for the provision of basic services' in Annex 9.

For more information on the requirements of the National Bank of Belgium (NBB), you will find attached the "Contract for the provision of basic services" and more specifically its Articles 2, 15, 16 and its annexes.

The successful tenderer must exchange data with the NBB via the MyCashSSP web application.

The procedures and conditions of use of the telecommunications methods and, more specifically, the safety conditions, are set out in separate documents that can be consulted at the following address: <https://www.cashssp.eu/welcome?destination=home>.

The coins to be supplied by the tenderer are announced via a Notification for Delivery. The Notification for Delivery takes the form of an XML file whose specifications can be found at the following address:

<https://www.cashssp.eu/dlc-specifications>

You can also obtain more information by email:

cashssp.helpdesk@nbb.be

D.2.2. Euro coins intended for circulation - transport and insurance

The coins are to be delivered in various transports by a specialised cash-in-transit company to the NBB's buildings. The successful tenderer shall be responsible for such transport until delivery to the NBB. In view of the maximum unloading capacity of one of the Bank's cash-in-transit vans, the successful tenderer must limit the transport to a maximum of 45 Belgian boxes and must not plan to carry out more than one transport per week. In addition, the van making deliveries to the RMB may not exceed 9 m in length, 3 m in height and 2.45 m in width, and must have a maximum tare weight of 26T.

The successful tenderer will be responsible for unloading the Belgian boxes at the unloading point in the NBB's security zone. A fork-lift truck must be provided or arranged by the Contractor for each delivery.

The coins shall be delivered on the basis of the delivery schedule agreed per order (but not exceeding the deadlines in D.3) and the detailed delivery schedule shall be checked with the responsible Bank representatives. Each change to the delivery schedule must be reported to the RMB

D.2.3. Commemorative euro coins intended for circulation

The design of the commemorative 2-euro coin is, in principle, produced by the successful tenderer on the basis of instructions provided by the RMB, but the Royal Mint of Belgium may decide to do this itself. The RMB determines the subjects, the quality of execution and the quantities of the coins intended for circulation.

Production and packaging

Production figures and packaging specifications for commemorative circulation coins:

See D.1.2. and Privacy Statement (Annex 9).

Packaging of commemorative 2-euro and 2-euro circulation quality coins**Rolls:**

Commemorative 2-euro coins of circulation quality should be packaged in coin rolls as follows:

The following number is packaged in rolls of coins:

| Special issue coins | Number per roll | Paper roll |
|---------------------|-----------------|-------------------------|
| € 2 | 25 | Purple with white frame |

On each roll of coins, the number of coins packed in each roll, the value of the coin, the total value, the issuing country "Belgium", and the year "20xx" are indicated, as well as the name (and the logo) of the Contractor.

Sealed package:

Ten rolls are sealed together in a transparent plastic film.

Belgian box with floor dimensions 50 x 80 cm.

The maximum weight per half- europallet is 450 kg.

| Denomination | Number of coins per half-pallet | Number of sealed packets per half-pallet |
|--------------|---------------------------------|--|
| 2 | 50000 | 200 |

The wooden boxes to be used for packaging are imposed by the NBB. A sticker is affixed to each side of the wooden box on which the monetary value, the year "20xx", the number of sealed packages, the total number of coins and the total weight. The sticker on the pallet containing the commemorative 2-euro coins must clearly contain the text and the words "com. 2 euros.

A maximum of two (2) Belgian boxes may be stacked during transport.

D.2.4. Transport and insurance

The delivery conditions of the commemorative 2-euro circulation quality coins are as follows.

Coins are to be delivered in various transports by a specialised cash-in-transit company to the NBB's buildings. The successful tenderer shall be responsible for such transport until delivery to the NBB. In view of the Bank's maximum unloading capacity of the cash-in-transit vans, the successful tenderer must limit the transport to a maximum of 45 half-euro pallets and a single transport per week. In addition, the van making deliveries to the RMB may not exceed 9 m in length, 3 m in height and 2.45 m in width, and must have a maximum tare weight of 26T.

Special quality euro coins

Brilliant Uncirculated quality coins

For each set of eight denominations or commemorative 2 euros, a maximum of ten (or a multiple of 5) sets of BU coins are placed side by side on a flat plastic shelf in such a way that no coin can touch another, except at the edges. Several shelves are attached together and vacuum-packed with protective film so that there are exactly 100 sets of coins per sealed package. A multiple of 100 sets of each face value (1 cent - commemorative €2) is collected on a half-euro pallet with a maximum weight of 400 kg.

Proof quality coins

Each coin is packed in a capsule with a flat surface and a predefined diameter corresponding to the holes of the test boxes used by the RMB.

For each set of eight denominations or commemorative 2 euro coins, a maximum of ten (or a multiple of 5) Proof coins in capsules are placed side by side on a flat plastic shelf in such a way that no coin can touch another, except at the edges. Several shelves are attached together and vacuum-packed with protective film so that there are exactly 100 sets of coins per sealed package. A multiple of 100 sets of each unit value (1 cent - commemorative €2) is collected on a half-euro pallet with a maximum weight of 400 kg. The purpose of this packaging is to ensure that the coins contained in the capsule will not be damaged during transport and will not have any scratches after transport.

D.2.5. Quality requirements

The coins must be produced on the basis of Regulation (EC) No 975/98 of 3 May 1998 and its subsequent amendments. The euro coins are produced in compliance with the technical specifications for the first set of euro coins and specimens, issue No. 17 dated 6 December 2016, and in compliance with the quality control system as laid down by the EU Mint Directors' Working Group.

Defects in euro coins intended for circulation are determined according to the last version of the EU Mint Directors' Working Group (MDWG) catalogue of defects.

During the execution of this contract, the quality management of the coin supplier will be based on the most recent version of the following documents:

- the quality management system for euro coins (QMSC);
- the technical provisions (TPs), which determine the nominal value and tolerance of every characteristic of each currency unit;
- the standard common inspection plan for the first series of euro coins, specimens and tools (CBIP);
- the Common Quality Assurance Plan for euro coins intended for circulation (CQAP).

Euro coins intended for circulation

The supplier shall carry out the necessary tests to successfully produce the new designs on the common side, combined with the national sides.

The first samples (25 per million coins) have to be approved by the RMB before the actual production starts; see also **section C.7.1**.

The packaging of euro coins intended for circulation must not show any damage after transport.

Additional quality criteria for FDC

Only coins which present no scratches or oxidation marks will be considered as Brilliant Uncirculated euro coins.

The packaging of FDC quality euro coins must guarantee that:

- the coins will not be damaged during transportation and will not show any scratches;
- the same amount of coins of each denomination will be packaged on each half-euro pallet.

Additional quality criteria for Proof quality coins

Only coins that are free of scratches, dust particles on and in the coin/capsule and oxidation spots on the coin will be considered as Proof quality euro coins.

The packaging of Proof euro coins must ensure that the coins in the capsule will not be damaged during transport and that the capsules will not have any scratches.

D.2.6. Destruction under surveillance

If coins produced by the successful tenderer are found to be unfit for circulation, the successful tenderer must destroy them or have them destroyed at its own expense in a workshop located in the European Union.

It must provide a certificate of destruction to the RMB.

The RMB may demand to attend the destruction if it so chooses.

D.3. DELIVERY TIMES AND SCHEDULES

The maximum delivery time for orders is ten weeks (for all types of coin ordered at the same time).

If a cross-check¹³ of the test minting is necessary at the beginning of production at the Hamburg Mint (e.g. for the first production by a manufacturer, a new common European side or a European decision to use different raw materials), the delivery time is extended by the period required to carry out the cross-check.

¹³ Performed to date in Hamburg, hence the additional timeframe.

If acceptance is refused, in the event that the execution deadline is exceeded or to remedy the shortcomings, the successful tenderer is subject to the penalties provided for in the Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts, without prejudice to the late penalties provided for in section C.8.

All dispatches ready for transport will be announced at least one week in advance to the RMB and NBB.

The delivery schedule must be confirmed by the successful tenderer. Upon receipt of a purchase order, the successful tenderer must send an acknowledgement of receipt and provide a delivery schedule within two weeks of the date of receipt of this purchase order. All changes to the schedule must be agreed and confirmed in writing by both parties and communicated to the RMB.

E. RECOMMENDATIONS FOR SUBMITTING A TENDER AND LIST OF ANNEXES

E.1. RECOMMENDATIONS FOR SUBMITTING A TENDER

- Before submitting a tender, please ensure that you meet all the selection criteria.
- Consider the minimum numbers to be produced for commemorative and collection coins.
- Consider the minimum selection required in the types of collection coins.
- Complete your tender based on professional data; do not complete the data based on expected award results.
- Please note the advance payment of the face value of commercially distributed 2-euro commemorative coins.
- Your tender is unconditional and may not at any time contain any deviation from the conditions of the specifications.
- The European Single Procurement Document is an integral part of your tender and must be carefully completed.
- Take note of the time frame in which questions about these specifications can be asked.

E.2. LIST OF ANNEXES

1. Tender form
2. Price inventory
3. Foreign firm - Permanent establishment
4. How to complete and download the ESPD
5. Articles 9 and 10 of the Act of 4 August 1996 on welfare at work
6. Template for asking questions
7. Confidentiality Agreement
8. Template Bank statement
9. Basic services contract in euro currency

Read and approved,

Vincent Van Peteghem
Minister of Finance

ANNEX 1: TENDER FORM

Federal Public Service Finance

Service for Budget supervision and Management control

Public procurement Team

North Galaxy - Tower B4 - Box 961

Boulevard du Roi Albert II, 33

B-1030 BRUSSELS

Special Specifications S&L/DA/2020/075

Open procedure concerning the minting of euro coins for the Royal Mint of Belgium

The company:

(full name)

whose **address** is:

(street)

(postal code and municipality)

(country)

registered with the **Crossroads Bank for Enterprises** under number:

and for which **Mr/Ms**¹⁴:

(name)

(position)

residing at the address :

¹⁴ Delete as appropriate

(street)

(postal code and municipality)

(country)

acting as Tenderer or Authorised Signatory and signing below, undertakes, in accordance with the terms and provisions of the special specifications, to perform the services defined therein at the prices indicated below (see also the price inventory in annex 2)/

| Post | coin type | quality | price minimum number | price additional production |
|--------|----------------|-------------|----------------------|-----------------------------|
| Post 1 | 5 cent | Circulation | | |
| | 10 cent | Circulation | | |
| | 20 cent | Circulation | | |
| | 50 cent | Circulation | | |
| | 1 euro | Circulation | | |
| | 2 euro | Circulation | | |
| | 2 euro comm | Circulation | | |
| | | | | |
| Post 2 | Set all values | FDC | | |
| | Set all values | Proof | | |
| | 2 € comm | FDC | | |
| | 2 € comm | Proof | | |

Confidential information and/or information relating to technical or commercial secrets shall be clearly indicated in the tender. The sums due shall be paid by the contracting authority's paying agency by transfer or payment to :

To the account :

- IBAN :
- BIC :

All correspondence concerning the execution of the contract should be sent to the following address :

| |
|--------------------------------|
| (street) |
| (postal code and municipality) |
| (phone number) |
| (mail address) |

SMEs (small and medium-sized enterprises):

| | |
|--|------------------------|
| Is your company considered an SME within the meaning of Article 15 of the Companies Code ¹⁵ | YES / NO ¹⁶ |
|--|------------------------|

| | | | | |
|------|----|---------|----|--------|
| Done | to | (place) | on | (date) |
|------|----|---------|----|--------|

The tenderer represented by the person competent to bind him :

| |
|-------------|
| (name) |
| (title) |
| (signature) |

This box is reserved for the contracting authority:

| |
|------------|
| APPROVED : |
|------------|

¹⁵ The conditions for being considered as an SME are:

- number of employees, on average per year: 50;
- annual turnover, excluding value added tax: EUR 9,000,000;

- balance sheet total: EUR 4,500,000. The fact that more than one of the above criteria is exceeded or no longer exceeded has an impact only if this circumstance occurs during two consecutive financial years. In this case, the consequences of exceeding the criteria will apply from the financial year following the financial year in which more than one of the criteria is exceeded or no longer exceeded for the second time.

¹⁶ Delete as appropriate

FOR THE RECORD: DOCUMENTS TO BE ATTACHED TO THE TENDER

- The completed and signed tender form (see B.8., B.13, E1 and E2, Annex 1).
- The price inventory (see B.16 and E2, Annex 2)
- The statutes and all other relevant documents demonstrating the mandate of the signatory(ies), including the document establishing the power of attorney of the signatory(ies) (see part B.8.2).
- The European Single Procurement Document (ESPD) (Article 2,11° the Royal Decree of 18 April 2017 and Articles 38 to 40) (to complete the ESPD, see E2, Annex 4).
- The documents relating to the award criteria (see B.16)
- Other documents requested in the technical specifications (see Part D).
- Other annexes that the tenderer deems useful.
-

ANNEX 2 : PRICE INVENTORY (EXCLUDING VAT)

| Posts | Type of coin | Quality | Minimum quantity | Price minimum quantity | Quantities / additional orders | Price quantities / additional orders |
|--------------|-----------------------|----------------|-------------------------|-------------------------------|---------------------------------------|---|
| | | | =par | | =par | |
| Post 1 | 5 cents | circulation | 1.000.000 | | 1.000.000 | |
| | 10 cents | circulation | 1.000.000 | | 1.000.000 | |
| | 20 cents | circulation | 1.000.000 | | 1.000.000 | |
| | 50 cents | circulation | 1.000.000 | | 1.000.000 | |
| | 1 euro | circulation | 1.000.000 | | 1.000.000 | |
| | 2 euro | circulation | 1.000.000 | | 1.000.000 | |
| | 2 euro commémoratives | circulation | 500.000 | | 100.000 | |
| | | | | | | |
| Post 2 | Set toutes valeurs | FDC | 500 | | 500 | |
| | Set toutes valeurs | Proof | 50 | | 50 | |
| | 2 € commémoratives | FDC | 1.000 | | 1.000 | |
| | 2 € commémoratives | Proof | 500 | | 500 | |

ANNEX 3 : FOREIGN FIRM - PERMANENT ESTABLISHMENT

1. HAS A PERMANENT ESTABLISHMENT IN Belgium:¹⁵

- YES - NO¹⁶

The permanent establishment is involved in the supply of goods or services:

- YES - NO¹⁷

VAT number of the permanent establishment: BE.....

Whose address is as follows:

| |
|--------------------------------|
| (full name) |
| (street) |
| (postal code and municipality) |

If the company has a permanent establishment and this permanent establishment is involved in the supply of goods or services, the contracting authority's payment agency will pay the amounts due by transfer or payment to:

the account number of the permanent establishment:

- IBAN:
- BIC:

| |
|--|
| |
|--|

¹⁵ Within the meaning of Article 11 of Council Implementing Regulation No 282/2011 of 15 March 2011 laying down implementing measures for Directive 2006/112/EC on the common system of value added tax.

For the application of Articles 50, 51 and 55 of the VAT Code, the administration considers that a taxable person has a permanent establishment in the country when the following three conditions are met:

- a) the taxable person has a headquarters, a branch, a factory, a plant, a workshop, an agency, a shop, an office, a laboratory, a buying or selling counter, a depot or any other fixed establishment in the country, excluding construction sites;
- b) the establishment referred to in a) is managed by a person **able to commit the taxable person** with regard to suppliers and customers;
- c) the establishment referred to in a) regularly carries out operations covered by the VAT Code. i.e. supplies of goods or services.

A taxable person who has a permanent establishment in Belgium is **considered a taxable person not established in Belgium** if their establishment is not involved in the supply of goods or services (Article 51, § 2, paragraph 2 of the VAT Code and 192bis of Directive 2006/112/EC of the Council of 28 November 2006 on the common system of value added tax). A permanent establishment is **considered to have participated in the supply of goods or services** if the supply was made from that permanent establishment, in other words if it used the human and technical resources of the establishment for the purpose of the supply. Mere administrative support from the permanent establishment is not sufficient. (Article 53 of Council Implementing Regulation No 282/2011 of 15 March 2011 laying down implementing measures for Directive 2006/112/EC on the common system of value added tax).

¹⁶ Delete as appropriate.

¹⁷ Delete as appropriate.

2. IF THE COMPANY DOES NOT HAVE A PERMANENT ESTABLISHMENT IN BELGIUM OR IF THE LATTER ESTABLISHMENT IS NOT INVOLVED IN THE SUPPLY OF GOODS OR SERVICES:

Belgian VAT number of the foreign company (direct identification): BE.....

OR

Belgian VAT number of the responsible representative in Belgium (NB. mandatory for companies outside the European Union): BE.....

Whose address is as follows:

| |
|--------------------------------|
| (full name) |
| (street) |
| (postal code and municipality) |

If the company has a responsible representative in Belgium and this representative draws up the VAT payment document, the contracting authority's payment agency will pay the amounts due by transfer or payment to

the account number of the permanent establishment:

- IBAN:
- BIC:

| |
|--|
| |
|--|

For the delivery of goods, these goods will be transported from (country).

ANNEX 4 : HOW TO COMPLETE AND DOWNLOAD THE ESPD

Please note that, as specified in the ESPD itself, several ESPDs are required if you are participating in this contract with other economic operators and/or you are using the capacity of other economic operators. If applicable, they must all be attached when you submit your tender.

There are two ways to complete the ESPD.

Via the html file

1. Click on the following link: <https://uea.publicprocurement.be/>.
2. Choose your language.
3. "Who are you?" Select "I am an economic operator".
4. "What action would you like to take?" Select "Import an ESPD application/response".
5. Download the "dume.xml" file, available in the "Document" section of the contract notice on e-Notification (<https://enot.publicprocurement.be/>).
6. "In which country is your company located?" Select your country.
7. Click on "Next"
8. You can start filling in the required fields:
 - Part I; (only if not pre-filled by the contracting authority)
 - Part II, A, B, C and D;
 - Part III, A, B, C;
 - Part IV, α;
 - Part VI.
9. Once you have completed the document, click on "Preview".
10. Click on "Download in both formats" (XLM format - and in PDF format).
11. When submitting your application/tender, your ESPD must be attached in XML and PDF format.

Via the PDF file

12. Print the PDF file of the ESPD, available in the "Document" section of the contract notice on e-Notification (<https://enot.publicprocurement.be/>).
13. Complete it.
 - Part I; (only if not pre-filled by the contracting authority)
 - Part II, A, B, C and D;
 - Part III, A, B, C;
 - Part IV, α;
 - Part VI.
14. Scan the completed ESPD.
15. When submitting your application/tender, your completed ESPD must be attached in PDF format.

ANNEX 5 : ARTICLES 9 AND 10 OF THE ACT OF 4 AUGUST 1996 ON WELFARE AT WORK

Art. 9 <L 2007-06-03/81, Art. 87, 017; In force: 02-08-2007> § 1. An employer on whose premises work is carried out by contractors and, where applicable, subcontractors, shall:

1° provide the necessary information to contractors for the attention of the workers of the contractors or subcontractors and for consulting on the measures stipulated in point 4.

In particular, this information concerns:

a) the risks for workers' welfare and the protective and preventive measures and activities regarding both the establishment in general and each type of workstation and/or position or activity, provided that this information is relevant to the collaboration or coordination;

b) the measures taken for first aid, fire fighting and the evacuation of workers, and the designated workers responsible for putting these measures into practice.

2° ensure that the workers referred to in point 1 have received the appropriate training and the instructions inherent to their work;

3° take appropriate measures to organise the reception of the workers referred to in point 1, specifically in its establishment and, where appropriate, entrust this to a member of the line management;

4° coordinate the intervention of contractors and subcontractors and ensure collaboration between such contractors and subcontractors and its establishment when implementing measures concerning the welfare of workers during the performance of their work;

5° ensure that contractors comply with their obligations regarding the welfare of workers during the performance of their work that are specific to its establishment.

§ 2. An employer on whose premises work is carried out by contractors and, where applicable, subcontractors, shall:

1° dismiss any contractor that it knows or finds is not complying with the obligations imposed by this Law and its implementing orders for the protection of workers;

2° enter into a contract with each contractor that includes the following clauses:

a) the contractor commits to comply with its obligations regarding the welfare of workers during the performance of its work which are specific to the establishment where it carries out the work, and ensure that its subcontractors also comply;

b) if the contractor does not or inadequately fulfils its obligations under point a), the employer in whose establishment the work is performed may take the necessary measures itself, at the contractor's expense, in the cases stipulated in the contract;

c) a contractor who calls on one or more subcontractors to carry out work in an employer's establishment undertakes to include in the contract(s) with the subcontractor(s) the clauses referred to in points a) and b), which implies, in particular, that if the subcontractor does not comply or does not comply correctly with the obligations referred to in point a), the contractor may take the necessary measures, at the subcontractor's expense, in the cases stipulated in the contract.

3° to take the necessary measures relating to the well-being of workers during the performance of their work in the establishment without delay, after formal notice is given to the contractor, if the contractor fails to take such measures or comply with their obligations.

Art. 10 <L 2007-06-03/81, Art. 88, 017; In force: 02-08-2007> § 1. Contractors and, where applicable, subcontractors who perform work in the establishment of an employer, shall:

1° comply with its obligations regarding the welfare of workers during the performance of their work, which are specific to the establishment where they carry out the work, and ensure that their subcontractors also comply with these;

2° provide the information referred to in Article 9, § 1, 1° to their employees and subcontractor(s);

3° provide the employer on whose premises they will be working with the necessary information concerning the risks specific to that work;

4° cooperate in the coordination and collaboration referred to in Article 9, § 1, 4°;

§ 2. Contractors and, where applicable, sub-contractors shall have the same obligations towards their subcontractors as the employer has towards its contractors in application of Article 9, § 2.

ANNEX 6 : TEMPLATE FOR ASKING QUESTIONS

To allow a rapid response, all questions must refer to the special specifications (e.g. point A.5.1., paragraph 1, page 5). The language of the special specification to which reference is made must also be indicated, as the pagination may differ from one language to another.

| Point/ Paragraph | Page number | Language | Question |
|---------------------|----------------|----------|----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

ANNEX 7 : CONFIDENTIALITY AGREEMENT

This confidentiality agreement (hereinafter referred to as the "**Agreement**") is established

BETWEEN:

The **Royal Mint of Belgium** (hereinafter referred to as the "**RMB**"), established at Boulevard Pachéco 32, 1000 Brussels, Belgium and represented by the Minister of Finance, represented for the purposes of this Agreement by:

Name: Ingrid Van Herzele

Position: Mint Master

AND

The (hereinafter referred to as "**XXX**"), established at and represented by:

Name:

Position:

Hereinafter, the RMB and XXX, collectively referred to as the "**Parties**", and individually as the "**Party**".

To prevent the unauthorised disclosure of confidential information as defined below, the Parties agree to enter into a confidential relationship with respect to the disclosure of certain confidential and proprietary information.

WHEREAS:

- (A) The Minister of Finance definitively granted authorisation on xxx to XXX for the contract concerning the open procedure for the minting of euro coins for the Royal Mint of Belgium (special specifications no. S&L/DA/2020/075)
- (B) The XXX must have the Technical Specifications (as defined below). This was established by the Mint Directors Working Group (hereinafter referred to as "**MDWG**") and defined in Article 1.1.a of this Agreement;
- (C) The RMB is a department that (1) reports to the Minister of Finance and (2) coordinates the Special Specifications and all related matters;
- (D) The RMB continues to be the national representative, participates in the MDWG and its subgroups and has the Technical Specifications as such;
- (E) This Agreement is entered into pursuant to the Special Specifications, and in particular Section II, 12, paragraph 2 of the contractual obligations, for the purpose of clarifying the duty of discretion of the successful tenderer, without limiting the scope of the duty of discretion set out in general terms in the Special Specifications;
- (F) The RMB wishes to enter into a confidentiality agreement with XXX with respect to the Technical Specifications. The XXX has stated that it is prepared to do so;

- (G) After the joint signature of this Agreement, the RMB will make the Technical Specifications available to XXX for the purpose of executing the order referred to in paragraph A.

HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. In this Agreement, capitalised terms have the following meanings:

- a) **Technical Specifications:** the technical specifications of the euro coins and/or parts thereof, as established by the MDWG, of whose confidential nature the XXX is aware, as well as the work resulting therefrom;
- b) **Contract:** the contract awarded by the Minister of Finance for the minting and delivery of euro coins, regulated according to the standards set out in the special specifications S&L/DA/2020/077;
- c) **Agreement:** this confidentiality agreement under which XXX is obliged to keep the Technical Specifications of the euro coins confidential;
- d) **Personnel:** all persons whom XXX engages in the performance of its task to produce and deliver euro coins to the RMB and who thus have access to - or have (part of) - the Technical Specifications;

2. CONFIDENTIALITY

- 2.1. Both XXX and its personnel are required to maintain the strict confidentiality of the Technical Specifications originating from the RMB regardless of how they are presented, e.g. in writing, orally, electronically, etc., as well as the Technical Specifications contained in a person's memory;
- 2.2. Without prejudice to the provisions of Article 2.1, XXX's confidentiality obligation in respect of the Technical Specifications includes the following:
 - a) xxx and its Personnel shall not use the Technical Specifications for any purpose other than those for which they are provided by the RMB;
 - b) xxx shall not transfer or disclose the Technical Specifications to its parent, subsidiary or associated companies;
- 2.3. Upon completion of the Contract, xxx shall return to the RMB all Technical Specifications obtained from the RMB, and not retain a copy.
- 2.4. Excluded from the confidentiality obligation are (i) information that is generally known, without such information becoming known as a result of a breach of the Agreement, (ii) information disclosed by a Party after the express prior written consent of the other Party, and (iii) disclosure pursuant to a legal obligation.
- 2.5. In the event of a breach of the confidentiality obligation by xxx and/or its Personnel, or non-compliance with the provisions of Article 2.3, the Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts will apply. Article 45 §2 of the above-mentioned Royal Decree states:

Art. 45 § 1. The contract documents may provide for the application of a specific sanction for each failure to perform.

§ 2. § 2. Any failure to perform for which there is no special penalty shall give rise to a general penalty:

1° a one-off payment of 0.07 per cent of the initial amount of the contract with a minimum of 40 euros and a maximum of 400 euros, or

2° a daily penalty of 0.02 per cent of the initial contract amount, with a minimum of twenty euros and a maximum of two hundred euros where it is important to remove the object of the failure to perform immediately.

This penalty shall be applied from the third day following the date of submission of the [3 registered letter or electronic letter ensuring in an equivalent manner the exact date of dispatch as provided for in Article 44 § 2], until the day on which the failure to perform has ceased due to the action of the successful tenderer or the contracting authority which itself has put an end to it.

§ 3. Paragraphs 1 and 2 shall apply where no justification has been accepted or where such justification has not been provided within the time limits required by Article 44 § 2.

- 2.6 The fine payable by xxx as referred to in Article 2.5 shall also serve to compensate the damage suffered by the RMB as a result of the breach of the confidentiality obligation, unless the RMB proves that the damage suffered exceeds the fine, in which case the RMB shall be entitled to claim full compensation.
- 2.7 All copyright or other intellectual property associated with the Technical Specifications of one Party and disclosed to the other Party shall remain the property of the disclosing Party. The Party obtaining such information shall not acquire any patent rights or copyright to such information.

3. INFORMATION SECURITY

- 3.1. XXX expressly agrees with the RMB that the Technical Specifications to be received will only be kept in physical form and will not be copied, digitised or stored digitally in scanned form. These physical copies will be stored securely so that only authorised persons can view them (see 3.3).
- 3.2. XXX will take and implement all the technical and organisational security measures necessary to fulfil the obligations under this Agreement. These measures will ensure an adequate level of protection, taking into account the state of the art and the costs associated with their implementation, with due regard to the risks inherent in the nature of the Technical Specifications.
- 3.3. The xxx must submit to the RMB a complete list of the appointed Personnel members who have the Technical Specifications available to them. Any changes to this list must be notified to the RMB immediately.
- 3.4. If and when XXX discovers the possibility of and/or an (attempted) illegal or unauthorised breach of the security of the Technical Specifications (including a data breach), it shall immediately inform the RMB and the xxx shall, at its own expense, take all measures reasonably necessary to terminate, prevent or mitigate this and any other illegal or unauthorised breach. This is without prejudice to XXX's obligation to compensate the RMB for any damage suffered as a result.
- 3.5. In the event of a situation referred to in section 3.4 of this Agreement, the RMB may ask XXX to return and withdraw the Technical Specifications in the manner provided for in Article 2.3 of this Agreement.
- 3.6. The costs associated with these reports shall be borne by XXX.
- 3.7. The RMB shall be entitled at any time and at its own expense to carry out audits of XXX or have such audits carried out with regard to the subject matter of this agreement and special specifications. If the audit reveals that XXX is not (fully) complying with its obligations under this Agreement, XXX will reimburse the RMB for the costs of the audit, without prejudice to the RMB's rights.

4. DURATION OF THE AGREEMENT

- 4.1. The confidentiality obligation under this Agreement, and all provisions applicable thereto, as set forth and explained where applicable, shall apply for the duration of the S&L/DA/2016/075 Special Specifications.

5. MISCELLANEOUS PROVISIONS

- 5.1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior agreements and understandings between them with respect thereto.
- 5.2. This Agreement may be amended or supplemented only by a document signed by both Parties by a person authorised to do so. There are no other oral or de facto obligations in addition to this written Agreement between the Parties as of the date of signature.
- 5.3. If one or more provisions of this Agreement are found to be null and void or are cancelled by a court, the remaining provisions of this Agreement shall remain in full force and effect. The Parties shall replace the null or cancelled provisions, in consultation with each other, with valid and binding provisions whose consequences, taking into account the content and scope of this Agreement, correspond as closely as possible to the null or cancelled provisions.
- 5.4. Any failure or delay in exercising a right under this Agreement shall not constitute a waiver of that right and any partial exercise of that right shall not preclude the exercise of any other right under this Agreement.

6. DISPUTES, APPLICABLE LAW AND CHOICE OF COURT

- 6.1. Belgian law shall apply to this Agreement.
- 6.2. In the event of legal disputes between the Parties, the latter shall take all necessary steps to settle such disputes without attracting public attention. If legal action is unavoidable, the courts of Brussels shall have exclusive jurisdiction over all claims and legal action arising out of or relating to this Agreement and its implementation.

This Agreement was concluded and entered into force on .../..... 20....

This Agreement has been drawn up in two original copies and each Party acknowledges receipt of one of these original copies.

On behalf of the Federal Public Service Finance

On behalf of XXXX

Brussels, xx/xxxx/20xx

(place + date),

(Representative name + signature)

(Representative name + signature)

ANNEX 8 : TEMPLATE BANK STATEMENT

Concerns: Public contract no., published in ..., on ...

We hereby confirm that (company name) has been our client since (date).

With regard to the bank-client financial relationship.

Our financial relationship with (company name) has been entirely satisfactory to date (date).

On the basis of the data currently available to our bank, we have not found any negative elements and (name of the company) has so far, as far as we have been able to ascertain, had the financial capacity to carry out the contracts and projects entrusted to it.

(company name) has our trust and confidence, and

either: our bank currently provides this company with the following credit lines (to be mentioned only with the prior written consent of the customer):...

or: our bank is currently making credit lines available to the company.

and/or: our bank is prepared to examine possible credit applications or a request for a guarantee for the execution of the contract.

or: (none of the three statements above).

This statement does not imply any commitment on our part for the future, and our bank does not assume any liability in this respect.

As far as the client's reputation is concerned.

(company name) is a major player (or: is active) in the (...) sector. So far, and as far as we have been able to ascertain, this company has an excellent (or: good) technical reputation and is run by competent and reliable people. The bank cannot be held liable for any inaccurate or incomplete information provided to it. Facts that could influence this statement in the future cannot be automatically communicated to you.

Done at, on.....

Name of the bank, name and title of the signatory, and signature

Seen

ANNEX 9 : BASIC SERVICES CONTRACT IN EURO CURRENCY



CONTRAT **SERVICE DE BASE MONNAIES EURO**

Circulation fiduciaire et sièges de province
Contact : Tél. 1 32 2 221 44 20 - Fax + 32 2 221 31 14
Version 01/01/2003

Banque Nationale de Belgique SA
Avenue de Hollande 14
B-1100 Bruxelles
Tél. +32 2 221 31 11 - Fax +32 2 221 31 00
www.bnb.be

TVA BE 229 281 219
RIB 001 203
www.bnb.be