

TENDER DOCUMENTS
to conduct public procurement of goods

Purpose: *Automated line for the processing, wrapping and packaging of metal coins, including consumables for processing, wrapping and packaging of metal coins.*

CPV code: 30123600-3

The contracting authority: *National Bank of Molodva*

Procurement procedure: *Open Tender*

CHAPTER I
INSTRUCTIONS TO TENDERERS (ITT)
[Note: shall not be modified by the Contracting Authority]

Section 1. General provisions

1. Purpose of the procurement procedure

1.1. The contracting authority issues the award Documents for the purchase of goods, as specified in the Procurement Data Sheet (hereinafter PDS).

2. The principles underlying the award of the procurement contract

2.1. The principles underlying the award of the public procurement contract are:

- a) free competition;
- b) the efficiency of using public funds and minimizing the risks of the contracting authorities / entities;
- c) transparency;
- d) equal, impartial and non-discriminatory treatment of all tenderers and economic operators;
- e) environmental protection;
- f) observing the rule of law;
- g) confidentiality;
- h) taking responsibility for public procurement procedures.

3. Funding Source

3.1. The source of funding for the contract payments to be awarded will be specified in the PDS.

3.2. The contracting authority shall ensure that at the time of the initiation of the public procurement procedure, the financial means are allocated and intended exclusively to the procurement in question.

4. Tender participants

4.1. A tender participant can be any economic operator resident or non-resident, natural or legal person of public or private law or association of such persons, who has the right to participate, according to Law no. 131/2015 on Public Procurement (hereinafter Law no. 131/2015), at the procedure for awarding the public procurement contract.

4.2. The right to participate in the procedures for awarding public procurement contracts can be reserved by the Government to protected workshops and social integration enterprises if the majority of the employees involved are people with disabilities who, by the nature or seriousness of their deficiencies, cannot carry out a professional activity under normal conditions.

5. Participation expenses in the procurement procedure

5.1. The tenderer bears all the costs related to the preparation and submission of the tender, and the contracting authority bears no responsibility for these costs, regardless of the conduct or outcome of the tender procedure.

5.2. When submitting tenders, the economic operator, as the case may be, will pay a fee. The mode of payment of the mentioned tax, as well as its amount are established by the Government.

5.3. The payment of the fee for the submission of the tender will be made through the electronic procurement platform through which the tender is submitted.

6. The language of communication during the tender process

6.1. The tender, the European Single Procurement Document (hereinafter the ESPD), the award documents and all correspondence between the tenderer and the contracting authority will be drawn up in the state language. The supporting documents and printed specialized literature, which are part of the tender, may be in another language, provided they are accompanied by an accurate translation of the relevant fragments into the state language.

6.2. The contracting authority may specify in the PDS, as the case may be, the possibility of submitting the tender in another language of international circulation.

7. The sections of the award Documents

7.1. The award Documents include all the sections indicated in this point and must be read in conjunction with any modification in accordance with ITT8.

CHAPTER I. Instructions to tenderers

CHAPTER II. Procurement Data Sheet

CHAPTER III. Forms for submission of the tender

CHAPTER IV. Technical and price specifications

CHAPTER V. Contract form

8. Clarification and modification of award documents

8.1. The participant requesting clarification on the award documents shall contact the contracting authority in writing, by electronic means of communication. The contracting authority shall respond in writing, by electronic means of communication, to any request for clarification, before the deadline for submitting tenders.

8.2. Until the expiry of the deadline for submission of tenders, the contracting authority has the right to modify the award documentation either on its own initiative or in response to the request for clarification of an economic operator, extending, as the case may be, the deadline for submission of tenders, so that from the date of notifying the changes made until the new deadline for submission of tenders remains at least 50% of the initially established deadline.

8.3. In case the economic operator did not submit the request for clarification in a timely manner, thus making the contracting authority unable to meet the deadlines provided in art. 34, para. (4) of Law no. 131/2015, the latter is entitled not to answer.

9. Corrupt practices and other prohibited practices

9.1. Contracting authorities and participants in public tenders shall comply with the highest standards of ethical behavior in the conduct and implementation of procurement processes, as well as in the execution of public procurement contracts.

9.2. In case the contracting authority will detect that the tenderer was involved in the practices mentioned in point ITT9.4 during the competition process for the public procurement contract or during the execution of the contract, it:

- a. shall exclude the tenderer from the respective procurement procedure by including it in the Prohibition List, according to the provisions of the

Regulation regarding the Prohibition List of economic operators; or

b. shall take any other measures provided for in article 40 of Law no. 131/2015.

9.3.If, in the process of monitoring public procurement procedures, the Public Procurement Agency finds that an economic operator has been involved in the practices mentioned in point ITT9.4, it will immediately report to the competent bodies each case of corruption or attempted corruption committed by the respective economic operator.

9.4.During the procurement and execution of the contract, the following actions are not allowed:

- a. the promise, offering or giving of a person in charge, personally or through an intermediary, of goods or services, or of any other valuable thing, to influence the actions of another party;
- b. any action or omission, including misinterpretation, which, knowingly or negligently, misleads or tends to mislead a party to obtain a financial or other benefit or to avoid an obligation;
- c. the agreement prohibited by law, between two or more parties, made in order to coordinate their behavior in public procurement procedures;
- d. deterioration or damage, directly or indirectly, of any party or property of that party, in order to improperly influence its actions;
- e. the deliberate destruction, falsification, counterfeiting or concealing of the investigative records, or giving false information to the investigators, in order to prevent essentially an investigation conducted by the relevant bodies in order to identify some practices mentioned in letter a) -d); as well as threatening, harassing or intimidating any party to prevent it from disclosing information on matters relevant to the investigation or from conducting the investigation.

9.5.The staff of the contracting authority has the obligation to exclude corrupt practices in order to obtain personal benefits in connection with the conduct of the public procurement procedure.

Section 2. Qualification criteria

10. General criteria

10.1. To confirm the qualification data in the public procurement procedure, the economic operator shall complete and submit the ESPD, in accordance with the requirements established by the contracting authority.

10.2. The submission of any other ESPD form other than that requested by the contracting authority, will serve as the basis for disqualification from the public procurement procedure.

10.3. The contracting authority will apply qualification criteria and requirements only regarding:

- a) eligibility of the tenderer or candidate;
- b) the capacity to exercise the professional activity;
- c) economic and financial capacity;
- d) technical and / or professional capacity;
- e) quality assurance standards;

f) environmental protection standards.

11. Eligibility of the tenderer or candidate

11.1. Any economic operator, resident or non-resident, natural or legal person of public or private law or association of such persons has the right to participate in the procedure for awarding the public procurement contract.

11.2. It will be excluded from the procedure for awarding the public procurement contract any tenderer or candidate who confirms that, in the last 5 years, he/she has been convicted, by the final decision of a court, for participating in activities of a criminal organization or grouping, for corruption, fraud and / or money laundering, for terrorist offenses or offenses related to terrorist activities, terrorist financing, child labor and other forms of human trafficking.

11.3. Any tenderer who is in any of the following situations will be excluded from the procedure for awarding the public procurement contract, and is not eligible, respectively:

- a. is in the process of insolvency as a result of the court decision;
- b. has not fulfilled his/her obligations to pay taxes, fees and social security contributions to the component budgets of the consolidated general budget, in accordance with the legal provisions in the Republic of Moldova or in the country in which he/she is established;
- c. has been convicted, in the last three years, by the final decision of a court, for a fact that has harmed professional ethics or for committing a mistake in professional matters;
- d. presents false information or does not provide the information requested by the contracting authority, in order to demonstrate the fulfillment of the qualification and selection criteria;
- e. has violated the obligations applicable in the field of environment, labor and social insurance, if the contracting authority proves, by any appropriate means, this fact;
- f. is guilty of a professional misconduct, which casts doubt on his/her integrity, if the contracting authority proves, by any appropriate means, this fact;
- g. has concluded agreements with other economic operators aimed at distorting competition, if this is stated by a decision of the body empowered to do so;
- h. is in a situation of conflict of interests that cannot be effectively remedied by the measures provided for in art.74 of Law no. 131/2015;
- i. is included in the Prohibition List of economic operators.

11.4. The contracting authority, as the case may be, may establish in the award documentation the possibility of providing the evidence by the economic operators who are in one of the situations mentioned in points ITT11.2 and ITT11.3, by which they will present the measures taken by them to demonstrate their reliability, despite the existence of a reason for exclusion.

11.5. The contracting authority shall extract the information necessary to ascertain the existence or non-existence of the circumstances mentioned in points ITT11.2 and ITT11.3 from the available databases of public authorities or third parties. If this is not possible, the contracting authority has the obligation to accept that it is sufficient and relevant for demonstrating that the tenderer / candidate does not fit in one of the situations mentioned in points ITT11.2 and ITT11.3 any document considered edifying, from this point of view, in the country of origin or in the country where the tenderer is established, such as certificates, judicial records or other equivalent documents issued by the competent authorities of

the respective country.

- 11.6. As regards the cases mentioned in point ITT11.3, according to the national law of the state in which the tenderers are established, these requests refer to natural persons and legal persons, including, as the case may be, to company directors or to any person with power of representation, decision or control regarding the tenderer / candidate.
- 11.7. If in the country of origin or in the country in which the tenderer / candidate is established, documents of the nature provided for in ITT11.4 are not issued or those documents do not cover all the situations provided for in ITT11.2 and ITT11.3, the contracting authority has the obligation to accept a declaration on its own responsibility or, if there is no legal provision in the respective country regarding the declaration on its own responsibility, an authentic statement given before a notary, an administrative or judicial authority or a professional association which has jurisdiction in the matter.
- 11.8. Any economic operator in any of the situations referred to in points ITT11.2 and ITT11.3 that attract exclusion from the award procedure may provide evidence that the measures it had taken are sufficient to demonstrate its credibility in concrete terms with regard to the reasons for exclusion, unless the economic operator was excluded by a definitive decision of a court from the participation in the public procurement procedures.
- 11.9. The contracting authority shall evaluate the measures taken by the economic operators taking into account the particular gravity and circumstances of the offense or deviation. If it considers that the measures taken are insufficient, the contracting authority shall inform the tenderer / candidate of the reasons for exclusion.

12. Capacity to exercise the professional activity

- 12.1. The contracting authority requests any tenderer to provide the evidence from which a form of registration as a legal person results, the legal capacity to supply goods, in accordance with the legal provisions of the country in which it is established.

13. Economic and financial capacity

- 13.1. If the contracting authority requests the demonstration of the economic and financial capacity, it has the obligation to indicate in the award documentation the information that the economic operators are going to provide for this purpose. The economic and financial capacity is achieved, as the case may be, by presenting one or more relevant documents, such as:
 - a. appropriate bank statements or, as the case may be, evidence regarding professional risk insurance;
 - b. financial statements or, if the publication of these reports is provided for by the law of the country in which the tenderer is established, extracts of financial statements;
 - c. statements regarding the total turnover or, if applicable, the turnover in the field of activity related to the object of the contract in a previous period covering the activity of the last 3 years, to the extent that the respective information is available. In the latter case, the contracting authority has the obligation to take into consideration the date on which the economic operator was established or started its commercial activity.

- 13.2. For the purposes of point ITT13.1 (letter c), the minimum annual turnover imposed on economic operators must not exceed twice the estimated value of the contract, except in justified cases, such as those related to the special risks related to the nature of the goods.
- 13.3. When a contract is divided into lots, the turnover index is applied for each lot individually. However, the contracting authority establishes the minimum annual turnover imposed on economic operators with reference to groups of lots, if the successful tenderer is assigned several lots to be executed at the same time.
- 13.4. If, for objective reasons, duly justified, the economic operator does not have the possibility to provide the documents requested by the contracting authority, it has the right to demonstrate its economic and financial capacity by presenting other documents that the contracting authority may consider edifying in the extent to which they reflect a true image of the economic and financial standing of the tenderer / candidate.
- 13.5. The tenderer / candidate can demonstrate their economic and financial capacity and by the support granted by another person regardless of the nature of the legal relationships existing between the tenderer / candidate and the respective person.
- 13.6. In the case provided for in point ITT13.5, the tenderer / candidate has the obligation to prove the support they benefit by submitting in written form a firm commitment of the respective person, concluded in authentic form, by which this person confirms that he will make available to the tenderer / candidate the financial resources invoked.
- 13.7. The person providing the financial support must meet the relevant selection criteria and must not be in any of the situations referred to in point ITT11.2 and point ITT11.3 letters (c-g), which determines the exclusion from the award procedure.
- 13.8. An association of economic operators is also entitled to rely on the capacities of the members of the association or other persons.

14. Technical and / or professional capacity

- 14.1. In the case of applying a procedure for the award of a contract for the procurement of goods, in order to verify the technical and / or professional capacity of the tenderers, the contracting authority has the right to request them, depending on the specificity, quantity and complexity of the goods to be provided and only insofar as this information is relevant to the performance of the contract and is not available in the databases of public authorities or third parties, the following:
 - a. a list of the main deliveries of similar goods made in the last 3 years, containing values, delivery periods, beneficiaries, regardless of whether the latter are contracting authorities or private clients. The supply of goods is confirmed by the presentation of certificates / documents issued or countersigned by an authority or by the beneficiary client. In case the beneficiary is a private client and, for objective reasons, the economic operator does not have the possibility of obtaining a certification / confirmation from him, the demonstration of the supplies of goods is realized by a declaration of the economic operator;

- b. a statement regarding the technical equipment and the measures applied in order to ensure the quality, as well as, if necessary, the study and research resources;
 - c. information regarding the specialized technical personnel / body available or whose participation commitment was obtained by the tenderer, in particular to ensure quality control;
 - d. certificates or other documents issued by bodies empowered in this regard, attesting the conformity of the goods, clearly identified by reference to relevant specifications or standards;
 - e. samples (to the extent that the need for presentation is justified), descriptions and / or photos whose authenticity must be able to be demonstrated if the contracting authority so requests, the evidence of the specific experience in the supply of the goods;
 - f. minimum production capacity or equipment and / or minimum professional capacity
- 14.2. The technical and professional capacity of the tenderer can be sustained, for the fulfillment of a contract, by another person also, regardless of the nature of the legal relations existing between the tenderer and the respective person.
- 14.3. In the case provided for in point ITT14.2, the tenderer / candidate has the obligation to prove the support they benefit by submitting in written form a firm commitment of the respective person, concluded in authentic form, by which this person confirms that he will make available to the tenderer / candidate the financial resources invoked.
- 14.4. The person providing financial support must meet the relevant selection criteria and must not be in any of the situations referred to in point ITT11.2 and point ITT11.3 letters (c-g), which determines the exclusion from the award procedure.
- 14.5. The tenderer / candidate has the right to resort to the support of other persons only when the latter will perform the activities or services for the fulfillment of which the respective professional capacity is required.

15. Quality assurance standards

- 15.1. The contracting authority requests the presentation of certificates, issued by independent bodies, attesting that the economic operator respects certain quality assurance standards, it must refer to the quality assurance systems, based on the series of relevant European standards, certified by bodies conforming to the series of European certification standards, or to relevant international standards, issued by accredited bodies.
- 15.2. In accordance with the principle of mutual recognition, the contracting authority has the obligation to accept the equivalent certificates issued by the bodies established in the Member States of the European Union. If the economic operator does not hold a quality certificate as requested by the contracting authority, the latter has the obligation to accept any other certifications presented by the respective economic operator, insofar as they confirm the assurance of an adequate level of quality.

16. Environmental protection standards

- 16.1. The contracting authority requests the presentation of certificates, issued by independent bodies, attesting that the economic operator complies with certain environmental protection standards, it must report:
- a) either at the Community Environmental Management and Audit System

(EMAS);

b) either to ecological management standards based on the series of European or international standards in the field, certified by bodies in accordance with European Union law or with European or international standards on certification.

16.2. In accordance with the principle of mutual recognition, the contracting authority has the obligation to accept the equivalent certificates issued by the bodies established in the Member States of the European Union. If the economic operator does not hold an environmental certificate as requested by the contracting authority, the latter has the obligation to accept any other certifications presented by the respective economic operator, insofar as they confirm the assurance of an adequate level of environmental protection.

17. Candidate qualification in case of association

17.1. In the case of an association, the requirements required for the fulfillment of the qualification and selection criteria regarding the ability to exercise the professional activity and those regarding the eligibility of the tenderer or candidate, must be met by each associate. The criteria regarding the economic and financial standing and those regarding the technical and professional capacity can be fulfilled cumulatively proportionally to the tasks of each associate. The criteria regarding the turnover, in the case of an association, the average annual turnover taken into account will be the general value, resulting by summing the average annual turnover corresponding to each member of the association. In the case of an association, the requirements regarding quality assurance standards and environmental protection standards must be met by each member of the association.

Section 3. Preparation of tenders

18. Documents constituting the tender

18.1. The tender shall include the following:

- a) the financial proposal, which shall include, as appropriate, the guarantee for the tender;
- b) the technical proposal, as well as supporting and optional documents requested by the contracting authority;
- c) European Single Procurement Document;

18.2. The economic operators will prepare the tenders in a structured and secure manner, in response to the contract notice published by the contracting authority in the AIS "SRPP", and shall submit the tenders electronically, using the interactive workflows provided by the electronic platforms, except for the cases provided for in Article 32 paragraphs (7) and (11) of Law 131/2015.

19. Documents to demonstrate the conformity of the goods

19.1. In order to establish the conformity of the goods with the requirements of the award documents, the tenderer shall submit, as part of his/her tender, documentary evidence attesting that the goods comply with the delivery conditions, technical specifications and standards specified in CHAPTER IV.

19.2. To demonstrate the technical conformity of the proposed goods, the proposed quantities and the delivery terms, the tenderer shall complete the Technical Specifications Form (F4.1) and Price Specifications (F4.2). Also, the tenderer shall include specialized documentation, drawings, extracts from catalogs and other

supporting technical data, as the case may be.

20. Alternative tenders

20.1. The economic operator is entitled to submit alternative tenders only if the contracting authority has explicitly stated in the contract notice and in the point 3.1 of the PDS that it allows or requests the submission of alternative tenders, specifying in the documentation for the award of the mandatory minimum requirements that the economic operators must comply with them, as well as any other specific requirements for presenting alternative tenders. Where in the award documentation it is not explicitly stated that the contracting authority allows or requests the submission of alternative tenders, the latter does not have the right to consider the alternative tenders.

21. Tender Guarantee

21.1. The tenderer shall submit, as part of its tender, a Tender Guarantee (F3.2), as specified in PDS point 3.2.

21.2. The Tender Guarantee shall be according to the amount specified in PDS point 3.3, in Moldovan lei, and shall be:

- a) in the form of a bank guarantee from a licensed banking institution, valid for the period of validity of the tender or other extended period, as the case may be, in accordance with point ITT23.2; or
- b) transfer on the account of the contracting authority; or
- c) other forms accepted by the contracting authority, specified in PDS point 3.2.

21.3. If a tender guarantee is required in accordance with ITT21.2, any tender not accompanied by such a properly prepared guarantee shall be rejected by the contracting authority as inappropriate.

21.4. The tender guarantee of the unsuccessful tenderers will be refunded immediately from the occurrence of any of the following events:

- a) the expiration of the term of validity of the tender guarantee;
- b) the conclusion of a public procurement contract and the deposit of the guarantee of good execution of the contract, if such guarantee is provided in the award documentation;
- c) the suspension of the tender procedure without the conclusion of a public procurement contract;
- d) the withdrawal of the tender before the expiry of the deadline for submission of tenders, if the award documentation does not provide for the inadmissibility of such withdrawal.

21.5. The tender guarantee shall be withheld if:

- a) the tenderer withdraws or modifies his/her tender during the validity period of the tender specified by the tenderer in the Tender Form, except in the cases provided in point ITT23.2; or
- b) the successful tenderer refuses:
 - to submit the Guarantee of good performance in accordance with point ITT42
 - to sign the contract according to point ITT43.

21.6. The tender guarantee presented by the Association must be on behalf of the Association submitting the tender.

22. Prices

- 22.1. The prices indicated by the tenderer in the Tender Form (F3.1) and in the Price Specifications (F4.2) shall comply with the requirements specified in point ITT22.
- 22.2. All lots and positions must be listed and evaluated separately in the Technical Specifications (F4.1) and Price Specifications (F4.2).
- 22.3. The price to be specified in the Tender Form shall constitute the total amount of the tender, including VAT.
- 22.4. Incoterms terms, such as EXW, CIP, DDP and other similar terms, shall be subject to the rules set forth in the current edition of Incoterms, published by the International Chamber of Commerce, as mentioned in PDS point 3.4.
- 22.5. The prices shall be indicated as shown in the Price Specifications (F4.2).
- 22.6. The contracting authority shall make payments according to the methodology and conditions indicated in PDS point 3.7.

23. Tender validity period

- 23.1. The tenders shall remain valid during the period specified in PDS point 3.8. from the deadline for submission of the tender established by the contracting authority. A tender valid for a shorter term shall be rejected by the contracting authority as inappropriate.
- 23.2. In exceptional cases, before the expiration of the tender validity period, the contracting authority may request the tenderers to extend the tender validity period. The request and the response to the request shall be published in the AIS "SRPP". If a tender guarantee is required for a public procurement procedure, in accordance with the provisions of ITT23, the economic operator shall properly extend the validity of the tender guarantee. A tenderer may refuse the request for extension without losing the tender guarantee. Tenderers who accept the request for extension shall not be asked and shall not be allowed to modify the tenders.

24. Tender currency

- 24.1. The prices for the requested goods shall be indicated in Moldovan lei, except in cases where the PDS point 3.9. provides otherwise.

25. Tender format

- 25.1. The tender shall be prepared in electronic format, in accordance with the requirements of the contracting authority, with the help of the instruments existing in the AIS "SRPP", except for the cases provided for in Article 32 paragraphs (7) and (11) of Law no. 131/2015

Section 4. Submission and opening of tenders

26. Submission of tenders

- 26.1. The tender, written and signed, according to the electronic case, is presented in accordance with the requirements set out in the award documentation, using the AIS "SRPP", except for the cases provided in Article 32 paragraphs (7) and (11) of Law no. 131/2015. The contracting authority shall issue a receipt to the economic operator, indicating the date and time of receipt of the tender or confirming its receipt in cases where the tender was submitted by electronic means. The presentation of the tender implies the submission in a common set of the technical proposal, the financial proposal, the ESPD and the tender guarantee.

26.2. When submitting the tender through the AIS "SRPP", the economic operator shall take into account the time required to upload the tender into the system, providing sufficient time to submit the tender within the established terms.

27. Deadline for submission of tenders

27.1. Tenders shall be submitted no later than the date and time specified in the PDS point 4.2. The contracting authority may, at its discretion, extend the deadline for submitting tenders by modifying the award documents in accordance with point ITT7.

28. Late tender

28.1. The AIS "SRPP" shall not accept the tenders submitted after the deadline for submitting the tenders.

28.2. In the cases provided for in Article 32 paragraphs (7) and (11) of Law no. 131/2015, the tenders submitted after the deadline for opening the tenders specified in the PDS point 4.2, shall be registered by the contracting authority and returned to the tenderer, without being opened.

29. Modification, substitution and withdrawal of tenders

29.1. If the award documentation does not provide otherwise, the tenderer has the right to modify or withdraw the tender before the expiry of the deadline for submission of tenders, without losing the right to withdraw the tender guarantee for the tender. Such an amendment is valid if it was made before the expiry of the deadline for submission of tenders.

30. Tender opening

30.1. The contracting authority shall open the tenders within the AIS "SRPP" system at the date and time specified in the PDS point 4.2.

30.2. The information regarding the tenderers and the tenders, are made public by their publication in the AIS "SRPP".

Section 5. Evaluation and comparison of tenders

31. Confidentiality

31.1. The AIS "SRPP" shall provide adequate mechanisms for not admitting the disclosure of the content of the tenders submitted by the participants until the date set for their opening by the authorized persons of the organizer of the public procurement procedure, in accordance with the legislation. Thus, the application of possible anti-competitive practices in public procurement procedures will be prevented.

32. Clarification of tenders

32.1. The contracting authority may, if necessary, request any of the tenderers to clarify their tender, in order to facilitate the examination, evaluation and comparison of the tenders. No changes in the prices or content of the tender shall be required, offered or allowed, except for the correction of the arithmetic errors discovered by the contracting authority during the evaluation of the tenders, in accordance with ITT point 33.

32.2. In case the tenderer does not execute the request of the contracting authority to reconfirm the qualification data for the conclusion of the contract, the tender shall be rejected and another successful tender shall be selected from the remaining tenders in force.

32.3. The economic operator is obliged to respond to the request for clarification of the contracting authority no later than three days from the date of its dispatch.

33. Determining the conformity of the tenders

33.1. The assessment of the correspondence of a tender by the contracting authority shall be based on the content of the tender.

33.2. The tender corresponding to all the terms, conditions and specifications in the award documents is considered to comply with the requirements, having no essential deviations or having only minor deviations, errors or omissions that can be removed without affecting the essence of the tender. A deviation shall be considered as insignificant if:

- a) does not affect in any substantial way the scope, quality or performance of the goods specified in the contract;
- b) does not limit in any substantial way the rights of the contracting authority or the obligations of the tenderer under the contract;
- c) would not unfairly affect the competitive position of other tenderers who submit tenders in accordance with the requirements.

33.3. If a tender does not comply with the requirements of the award documents, it shall be rejected by the contracting authority.

34. Non-conformities, errors and omissions

34.1. The contracting authority has the right to consider the tender according to the requirements if it contains minor deviations from the provisions of the award documents, errors or omissions that can be removed without affecting its essence. Any deviation of this kind will be expressed quantitatively, as far as possible, and shall be taken into account when evaluating and comparing tenders.

34.2. If the tenderer who submitted the most advantageous tender does not accept the correction of the arithmetic errors, his tender is rejected.

35. Evaluation of tenders

35.1. The examination, evaluation and comparison of tenders are performed without the participation of the tenderers and other unauthorized persons. The contracting authority shall examine the tenders to confirm that all the documents referred to in ITT18 have been submitted and to determine the completeness of each document submitted.

35.2. The contracting authority establishes the successful tender (s) applying the award criteria and the evaluation factors provided in the award documentation, using the evaluation tools within the AIS "SRPP", except for the cases provided in Article 32 paragraph (7) and (11) of Law no. 131/2015.

36. Qualification of the tenderer

36.1. The contracting authority shall determine whether the tenderer is qualified to perform the Contract.

36.2. The assessment of the qualification shall be based on a thorough examination of the qualification documents of the tenderer, included in the tender according to the provisions of point ITT18, possible clarifications according to point ITT32, as well as based on the criteria set out in points ITT11-16. The criteria that were not included in these points shall not be used in assessing the tenderer's qualification.

36.3. An affirmative assessment shall be a prerequisite for the award of the contract of the respective tenderer. A negative assessment shall result in the disqualification

of the tender, in which case the contracting authority may move to the next most economically advantageous tender, in order to make a similar assessment of that tenderer's capabilities in executing the contract.

37. Disqualification of tenderer

- 37.1. The contracting authority shall disqualify the tenderer who submits documents containing false information, for the purpose of qualification, or confuses or makes misrepresentations to demonstrate his suitability for the qualification requirements. If this is proven, the contracting authority may declare the respective tenderer ineligible for subsequent participation in public procurement contracts, by including him in the Prohibition List of economic operators.
- 37.2. The Prohibition List of economic operators is an official document and is updated and maintained by the Public Procurement Agency according to the provisions of article 25 of Law no. 131/2015, in order to limit the participation of economic operators in public procurement procedures.
- 37.3. The tenderer may be disqualified if he is insolvent, the procedure for the seizure of the property has been initiated in his case, is bankrupt or in the process of liquidation or if the activities of the tenderer are suspended or there is a trial on any of the mentioned ones.
- 37.4. The tenderer is disqualified in the case of the application of administrative or criminal sanctions, during the last 3 years, to the management persons of the economic operator in relation to their professional activity or to the presentation of erroneous data for the purpose of concluding the public procurement contract.
- 37.5. The tenderer is disqualified for non-payment of taxes and other compulsory payments in accordance with the law of the country where he is resident. The contracting authority shall request the tenderers to demonstrate the power to conclude the public procurement contracts and the composition of the founders and affiliated persons.
- 37.6. The contracting authority shall disqualify the tenderer if it finds that it is included in the Prohibition List of economic operators.
- 37.7. The contracting authority does not accept the tender if the tenderer does not meet the qualification requirements.

38. Cancellation of the procedure

- 38.1. The contracting authority, on its own initiative, cancels the public procurement procedure in the cases provided for in art. 67, para. (1) of Law no. 131/2015. The contracting authority has the obligation to communicate through the AIS "SRPP" or other means of communication if the contracting authority carries out procedures according to art. 32 paragraphs (7) and (11) of Law no. 131/2015, to all the participants in the public procurement procedure, within a maximum of 3 days from the date of cancellation, both the termination of the obligations they created by submitting tenders, and the reason for the cancellation.

Section 2. Contract award

39. Award criteria

- 39.1. The contracting authority shall award the contract, according to the criteria established in the PDS point 6.1. to that tenderer whose tender was evaluated according to the established criteria as well as to other conditions and requirements in the award documents, provided that the tenderer is qualified for the performance of the contract.

40. The right of the contracting authority to modify the quantities during the award

40.1. At the moment of awarding the contract, the contracting authority has the possibility to reduce with the agreement of the economic operator the quantity of goods, if the sum of the contracts is greater than the estimated value of the purchase, initially specified in CHAPTER IV in order to be able to fit in the allocated financial resources, but without making any change in the unit price or in other terms and conditions of the tender and the award documents.

41. Notification of award

41.1. Prior to the expiration of the tender validity period, the AIS system "SRPP" shall allow the contracting authorities to prepare the award notice and the notification of the tenderers, to whom the standardized contract was awarded or not.

41.2. The communication through which the information is made is transmitted by electronic means to the addresses indicated by the tenderers in their tenders.

41.3. Unsuccessful tenderers shall be informed of the reasons why their tenders have not been selected.

42. Performance Guarantee

42.1. At the time of conclusion of the contract, but not later than the expiry date of the tender guarantee (if requested), the successful tenderer shall submit the Performance Guarantee in the size provided by the PDS point 6.2., using for this purpose the Performance Guarantee form (F3. 3), included in CHAPTER III, or another form acceptable to the contracting authority, but which corresponds to the conditions of the form (F3.3).

42.2. The successful tenderer's refusal to submit the Performance Guarantee or to sign the contract shall be sufficient reason to cancel the award and to retain the tender guarantee. In this case, the contracting authority may award the contract to the next tenderer with the best ranked tender, whose tender is in accordance with the requirements and which is appreciated by the contracting authority to be qualified in the execution of the Contract. In this case, the contracting authority shall ask all remaining tenderers to extend the validity period of the tender guarantee. At the same time, the contracting authority is entitled to reject all other tenders.

43. Contract signing

43.1. Once the award notice has been sent, the contracting authority shall send to the successful tenderer the completed Contract Form (F5.1) and all the other component documents of the contract.

43.2. The successful tenderer shall only sign the contract after the deadlines have been fulfilled, in the appropriate way and will return it to the contracting authority within the deadline specified in PDS point 6.5.

44. Right of appeal

44.1. Any economic operator who considers that, within the procurement procedures, the contracting authority, by the issued decision or by the procurement procedure applied in violation of the law, has infringed his right recognized by the law, after which he has suffered or may suffer damage, has the right to challenge the decision or procedure applied by the contracting authority, in the manner established by Law no. 131/2015.

44.2. Appeals shall be submitted directly to the National Agency for Solving Complaints. All appeals will be filed, examined and resolved in the manner

established by Law no. 131/2015.

- 44.3. The economic operator, within 5 days, or as the case may be, 10 days from the date on which it learned of the circumstances that served as the basis for the appeal, has the right to submit to the National Agency for Solving Complaints an argued appeal of the actions, decision or procedure applied by the contracting authority.
- 44.4. Appeals regarding the participation notice in the public procurement procedures and the award documentation will be submitted by the deadline for submission of tenders.

CAPITOLUL II
Procurement Data Sheet (PDS)

The following specific data regarding the requested services will complete, supplement or adjust the provisions of CHAPTER I. In the event of a discrepancy or conflict, the provisions of this CAPITOL shall prevail over the provisions of CHAPTER I.

Instruction to fill in the Procurement Data Sheet are offered in italics.

1. General provisions

No.	Column	Data of Contracting Authority/Procedure Organisator
1.1.	Contracting Authority/Procedure Organisator, IDNO:	<i>National Bank of Moldova, Fiscal code: 79592</i>
1.2.	Purpose:	<i>Procurement of an automated line for the processing, wrapping and packing of metal coins, including consumables for processing, wrapping and packing of metal coins.</i>
1.3.	Number and type of procurement procedure:	<i>Type of procurement procedure: Open tender</i>
1.4.	Type of procurement object:	<i>Goods</i>
1.5.	CPV code:	<i>30123600-3</i>
1.6.	Source of budgetary allocations/public money and budgetary period:	<i>Own budget, for the year 2019</i>
1.8.	Administrator of budgetary allocations:	<i>National Bank of Moldova</i>
1.9.	Payments/financial means from the development partner:	<i>Not applicable</i>
1.10.	Purchaser name, IDNO:	<i>National Bank of Moldova, fiscal code: 79592</i>
1.11.	Recipient of goods/services/ works:	<i>National Bank of Moldova</i>
1.12.	Communication language:	<i>Romanian</i>
1.13.	Place/Manner in which to provide clarifications referred to documentation:	<i>Address: 1 Grigore Vieru Avenue, Chişinău, MD-2005, Republic of Moldova Tel: +373 22 822 237 + 373 22 822 425 Fax: +373 22 228697 E-mail: achizitii.contracte@bnm.md or via SIA RSAP M-TENDER Contact person: elena.samoila@bnm.md gheorghe.panfil@bnm.md</i>
1.14.	Procurement contract reserved for protected workshops	<i>Not applicable</i>
1.15.	Type of contract:	<i>Sale and purchase agreement</i>
1.16.	Special conditions on which the performance of the contract depends (not mandatory):	<i>Not applicable</i>

2. List of goods and technical specifications:

No. d/o	CPV code	Name of goods	Unit of measurement	Quantity	Full technical specification required, Reference standards
<i>Lot: Automated Line for the processing, wrapping and packing of metal coins, including consumables for the processing, wrapping and packing of metal coins.</i>					
1	30123600-3	Automated Line for the processing, wrapping and packing of metal coins.	piece	1	<p><i>* The requirements of this Specification will be considered as minimal and mandatory. In this respect, any tender presented, which deviates from the provisions of the Specifications, shall be considered, but only to the extent that the technical proposal involves ensuring a qualitative level higher than the minimum requirements of the Specifications.</i></p> <p>1. General requirements:</p> <p>1.1 Ensuring the traceability of the process Ensuring the traceability of automated processing, wrapping and packing activity as a control tool, based on the connection between the data flow for each stage, as well as the entire process with the physical flow of the processed, arranged and packaged coins. Thus, the deviations recorded in the process (differences in quantity, nominal value at the inputs / outputs or between the functional compartments) can be easily identified by the existing control procedures and the reports generated by the system.</p> <p>1.2 Centralized management of the Automated Line Have a computer terminal with touch screen and printer for user authentication, data entry, block management, sorting / counting compartment and coin packing compartment, etc.</p> <p>1.3 Control of access to the system and identification of users Providing a personalized card reader with chip according to the</p>

				<p>access rights of several categories of users: operator, administrator, which is managed from the touch screen terminal (specified in point 3.1).</p> <p>Access cards are used to restrict the functionality of Automated Line compartments.</p> <p>User groups and access rights can be configured by the buyer.</p> <p>1.4 The technical documentation for the Automated Line for processing, wrapping and packing the metal coins (hereinafter - the Automated Line)</p> <p>Presentation of the complete set of documentation for the user on paper and electronic media in English and / or Romanian: the technical service manual, the list of error codes, the list of wear parts and the catalog of spare parts.</p> <p>In case of their unavailability at the time of submission of the tender, it will be presented at the delivery of the goods.</p> <p>The Automated Line will comply with the standards or other regulations authorized in the European Economic Area.</p> <p>2. Reporting requirements:</p> <p>2.1 Creation and generation of activity reports.</p> <p>The possibility of generating the totalization reports and the difference reports (in case of differences of quantity / total amount in the working process) for each exchange of work / cash batch. The reports are generated by the proposed software solution for ordering and controlling <u>the sorting and counting compartment and the compartment for packing in wrappers</u>, using the terminal described in point 3.1.</p> <p>Reports can be generated on the activity of both <u>sorting and counting compartment and the</u></p>
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				<p><u>compartment for packing in wrappers</u>, as well as on each compartment individually.</p> <p>The minimum information that must be contained in the reports generated by the system:</p> <ul style="list-style-type: none"> - name and date of issue of the report; - the period of activity of the exchange of work, indicating the date and time of the exchange; - the identification number and / or the name of the compartment / equipment to which the coin processing took place; - the code and identification data (name, surname) of the authenticated user; - the quantity and the sum of the coins deposited in sorted, wrapped (pieces); - the results of the processing of the coins on each compartment with the breakdown by nominal value and categories of currencies. - the amount and sum of the differences of currencies found (in the case of difference reports); <p>space intended for applying user signatures.</p> <p>2.2 The option to print reports Provided with centrally connected printer with line compartments for A4 printing of activity reports.</p> <p>3. Technical and functional requirements:</p> <p>3.1 Computer terminal with touch screen and printer Interface for the control and monitoring of the sorting / counting compartment, as well as the packing compartment, printing the totalization reports in A4 format for the exchange of work and the quantity of coins processed. The terminal shall be endowed with an AC power source for power failure situations. The capacity of the AC power supply of the terminal shall be deducted from the power consumption of the</p>
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				<p>terminal. Arrangement of open source programs (free license) for elaborating, writing and printing the label applicable on the packaged coins. For this purpose the terminal shall be provided with mouse and keyboard.</p> <p>3.2 Data storage capacity (for processing and wrapping coins) Memory storage for processing data - minimum 100 Gb. Duration of stored data - minimum 45 days. Option to export data to external device (USB flash, PC, etc.).</p> <p>3.3 Sorting and counting compartment: Machine for counting and sorting coins The machine for counting and sorting coins must be provided with its own support. Types of coin detectors: - by dimensions (diameter, thickness); - by alloy (eg Alloy Sensor); - by the conductivity of the coin's surface and volume; - by magnetism. Sorting speed: minimum 2300 coins / min; Minimum coin thickness reading range: 0.9 - 3.5 mm; Minimum coin diameter reading range: 15.0 - 32 mm; Counting and sorting modes: - Continuous sorting and counting of coins; - Sorting and counting in predetermined quantities; - Cumulative sorting and counting of multiple nominations. User interface of the sorting compartment: Presentation of the image of the interface of visualization of the data related to the counting and sorting process, current processing, display of errors occurring during processing, etc. Integrated printer for printing</p>
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				<p>reports related to the sorting and counting of coins. If the terminal indicated in point 3.1., provides for the possibility of printing reports related to this compartment, the respective requirement is not applicable.</p> <p>3.4 Deposit of sorted and counted coins: The construction of the equipment must ensure the transport of the coin from the sorting and counting machine to mobile trolleys. The transport solution shall allow visual inspection of the transport route. The trolleys shall be equipped with locking and sealing elements. Required quantity of trolleys: 8 pieces with a minimum volume of 18 liters for the deposited coins (4 pcs for metal coins deposited, 4 pcs will be used as a coin accumulation buffer).</p> <p>3.5 Coin feed conveyor for transporting the coin to the coin sorting machine. The construction of the conveyor will allow to adapt the height of unloading the coins to the height of the sorting and counting machine. The flow of coins shall be possible to visually monitor throughout the route. The conveyor shall be equipped with a mobile or stationary supply trolley. - The productivity of the conveyor shall be adapted so as to supply the processing needs of the sorting and counting machine. - Stopping the coin feed to be performed automatically when reaching the maximum level of filling the trolley of the sorting and counting machine. - The volume of coin supply trolley of the conveyor - minimum 40 liters. The conveyor shall be provided with a special mirror for visual monitoring of the coins on the horizontal route.</p>
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				<p>3.6 The coin packing compartment Type: Machine for packing coins into wrappers. Types of coin detectors: - by dimensions (diameter, thickness) Packing method: wrappers (rolls): 25 or 50 coins each. Information on the characteristics of the coins can be found on the official website of the NBM: www.bnm.md/en/content/monede. Packaging settings: The tenderer shall present the solutions for setting the number of coins that shall be set for each face value of the processed coins. The parameters for the packaging can be set for each denomination. Counting speed: minimum 3000 coins / min Packing speed: minimum 40 rolls / min Minimum reading range of coin thickness: 1.0 - 3.5 mm; Minimum reading range of coin diameter: 15.0 - 33 mm; Equipped with information screen: The tenderer shall present the display of the screen (the image) related to the counting mode, current processing, display of errors that occurred during processing, etc. Printer: <u>component</u> of the coin packing machine in wrappers for marking the paper packaging of the coins with appropriate information, according to the request of the beneficiary (upon request the tenderers will present the printed information model); Integrated printer for printing the reports related to the coin creation activity. If the terminal indicated in point 3.1., provides for the possibility of printing reports related to this compartment, the respective requirement is not applicable.</p> <p>3.7 Coin feed conveyor: for transporting the coin to the coin packing machine in wrappers.</p>
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				<p>The construction of the conveyor shall allow the height of the coin unloading to be adapted to the height of the coin packing machine in wrappers.</p> <p>The coin transport path shall be possible to view throughout the length of the conveyor.</p> <p>The conveyor shall be adapted for operation with mobile trolleys (described in point 3.4).</p> <ul style="list-style-type: none"> - The productivity of the conveyor shall be automatically adaptable so as to properly supply the processing needs of the coin packing machine in wrappers; - Stopping the coin supply to be carried out automatically when the maximum level of filling the trolley of the packing machine is reached; - The conveyor shall be provided with a special mirror for the visual monitoring of the coins on the horizontal route. <p>3.8 Conveyor for wrappers: Transport of wrappers to the place of packing and verification, ensuring the visual monitoring of the route.</p> <p>The conveyor shall be provided with a special mirror for the route of unloading the wrappers to the packing place. The mirror is intended for visual monitoring of the route by the operator.</p> <p>3.9 Place of packing and verification: The technical solution offered must allow the operator to easily perform the process of packing / marking the wrappers.</p> <p>The place of packing and verification is to be provided with its own mass on which the operations of weight verification shall be carried out through the special equipment for checking the wrappers and applying the information label with the subsequent packing of the wrappers.</p> <p>The place of packing and</p>
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				<p>verification is to be provided with automatic and manual option to control the coin packing compartment in wrappers.</p> <p>3.10 Control of the wrappers weight Equipped with special equipment for checking the weight of the wrappers with automatic function of reading the weight of the wrappers, without involving the operator in the process. Wrappers not conforming to the preset weight limits shall be removed / directed to a storage box, included in the tender, for non-compliant wrappers. The special equipment for checking the weight of the wrappers shall be connected to the terminal described in point 3.1. for export of data related to packing of wrappers.</p> <p>3.11 Vacuum packing equipment: the technical offer shall include a special table so that the operator can perform the packing operation without major effort. - the productivity of the vacuum pump: minimum 15 m³ / h - length of the welding rod: minimum 800 mm - the dimensions of the polyethylene packaging for packing the wrappers must correspond to the quantity of 10 wrappers of 50 coins or 10 wrappers of 25 coins each; - the quality of the polyethylene packaging: it shall be breaking resistance following the free fall from the height of one meter from the floor level.</p> <p>4. Delivery requirements 4.1 Delivery time: 30 working days from the signing of the contract. Delivery conditions: DDP - INCOTERMS 2010. The supplier shall cover all transport costs from the place of production to the beneficiary's premises.</p>
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				<p>Insurance costs that cover all risks from the production location to the beneficiary's premises are to be borne by the successful tenderer. The delivery of the goods to the beneficiary's premises is attested by the signing of the Delivery-Acceptance Act of the good, signed between the parties, corresponding to the specifications indicated by the Supplier in the technical specifications.</p> <p>Delivery and acceptance of the goods must be accompanied by the following documents:</p> <ul style="list-style-type: none"> a. Tax invoice / Invoice; b. Quality certificate issued by the manufacturer; c. Guarantee certificates; d. Delivery-Acceptance Act of the goods / consumables; e. Act of final acceptance of the goods (model); f. Certificate of origin. <p>5. Guarantee conditions</p> <p>5.1 The guarantee for the Automated Line shall be insured for a period of 36 months from the date of the signing of the Act of final acceptance of the goods, signed by the representatives of both parties;</p> <p>5.2 During the warranty period, the supplier shall replace and put back into operation the defective components (<i>within a maximum of 5 working days from the notification in writing, e-mail or fax</i>), at his/her expense;</p> <p>5.3 During the entire warranty period, the supplier shall have available a technical team capable of intervening in the event of failures within 24 hours of sending it in writing by e-mail or fax, the supplier having the obligation to solve all the requests of the beneficiary concerning guarantee throughout the period;</p> <p>5.4 The supplier shall bear all unplanned component replacement costs during the</p>
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				<p>warranty period;</p> <p>5.5 The wear parts during the warranty period shall be changed at the technical service of the equipment and if necessary. In this sense the tenderer shall submit a list of the wear parts for the Automated Line.</p> <p>5.6 Technical service of the equipment during the warranty period: it shall be included in the tender price. These works shall be executed as necessary, periodically at a certain interval of hours worked of the equipment but not less than 2 technical services per year of warranty with a clear specification of the works carried out and of the changed parts. To perform the repair, servicing and maintenance of the Automated Line for processing, wrapping and packing the metal coins, the supplier shall include in the tender a set of tools for carrying out the mentioned works.</p> <p>The information regarding the service of the line components during the warranty period shall be confirmed and presented, namely:</p> <ul style="list-style-type: none"> - During the warranty period, the participant who has obtained the right to conclude the contract is obliged to ensure the finding (diagnosis) of a defect and to remedy the defect within maximum 5 working days from the date of its claim by the Beneficiary. Finding and remedying the defect shall be made at the premises of the beneficiary. <p>Support work shall include the following:</p> <ul style="list-style-type: none"> ✓ component diagnostics; ✓ changing or repairing components; ✓ performing the support works of the equipment; sensor calibration. <p>5.7 The updating and adaptation of the Automated Line related to the</p>
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				<p>processing of metal coins with new characteristics must be ensured by the tenderer until the end of the execution of the sale and purchase agreement of the Automated Line.</p> <p>6. Post-warranty conditions</p> <p>6.1 The technical service of the equipment after the warranty period: The post-warranty technical service shall be performed at a cost by signing a technical service contract. For informational purposes, the supplier shall additionally submit in the financial offer the indicative cost for the post-warranty technical service. The contracting regarding the technical service shall be performed through the negotiation procedure. The spare parts shall be part of the post-warranty service contract or a separate contract shall be signed through the negotiation procedure.</p> <p>6.2 The costs of updating and adapting the Automated Line related to the processing of coins with new features after the warranty period, solutions for the respective requirement will be included in the Guidance Cost for the post-warranty technical service.</p> <p>7. Receipt of goods</p> <p>7.1 The receipt of goods shall consist in the quantitative and qualitative verification of the contracted goods, being performed at the headquarters of the contracting authority by the designated representatives, together with the supplier's representative.</p> <p>If any of the goods does not meet the specifications of the proposed tender, or during the course of the installation works, the failure of the Automated Line components</p>
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					<p>is found, the contracting authority has the right to reject it, and the supplier has the obligation, without modifying the contract price:</p> <ol style="list-style-type: none"> a. to replace the rejected goods; b. to make all necessary modifications to ensure that the goods meet the technical specifications in this specification. <p>The supplier has the obligation that, within 10 working days, to complete the missing goods or to replace the inadequate goods, bearing all the related expenses. The installation period shall be extended in case of unforeseen situations outside the control of the tenderer.</p> <p>After the resolution of all non-conformities the contracting authority will carry out the quantitative and qualitative evaluation of the proposed goods.</p> <p>7.2 Testing and receiving the goods. The tender is valid under the conditions of the successful completion by the supplier through cooperation with the beneficiary of tests with the samples provided by the NBM.</p>
2	30123600-3	Consumables for processing, wrapping and packaging metal coins	piece	1	<p>Consumables (packing paper for wrappers, polyethylene packaging, label, etc.) required to process 5,000,000 (five million) coins will be included in the tender.</p> <p>For the delivered supplies, the tenderer shall provide their technical specification for each type of consumables used in the Automated Line.</p> <p>The technical specification of the wrapping paper for each face value of the metal coins shall be provided by the contracting authority upon request.</p> <p>Consumables shall be delivered with the equipment offered. Their delivery to the beneficiary's premises is attested by the signing of the Act of delivery-acceptance of the goods, between the parties.</p>

				<p>Infrastructure requirements</p> <p>Requirements for connecting the engineering networks:</p> <p>* Power supply of the Automated Line: 200-240 V ~, 50-60 Hz;</p> <p>Presentation of the technical specification of the switches and power supply cables according to the technical requirements provided by the equipment manufacturer. Additionally in the technical specification of each panel there shall be a voltage control switch equipped with thermal safety to provide the equipment with the possible fluctuations of the electrical current in the network.</p> <p>Description of distribution panels:</p> <ul style="list-style-type: none"> - A general panel that shall distribute the power supply of the Automated Line compartments for processing, wrapping and packaging the metal coins through secondary panels; - Secondary distribution panels, one unit for each compartment of the Automated Line for processing, wrapping and packing metal coins and for the computer terminal. The equipment of the Automated Line shall be connected to the distribution panels through differential switches. <p>For cases of power failure, the terminal described in point 3.1. to be switched to the alternative power supplies that shall be included in the tender.</p> <p>* Presentation of Automated Line placement solutions in accordance with the manufacturer's specifications. The plan of the room where the Automated Line is to be installed shall be presented by the contracting authority upon request.</p> <p><i>Optional requirements:</i></p> <p>Possibility of integrating the software of the Automated Line</p>
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					with the cash management systems, in order to import the data and the automated accounting of the performed operations.
3	30123600-3	Services for installation, commissioning and adaptation of the Automated Line for the processing, wrapping and packaging of metal coins	serv	1	<p>Installation, commissioning and adaptation of goods</p> <p>The tenderer must assume full responsibility for the installation and configuration of the proposed equipment at the Buyer's premises. If during the works of installation and configuration of the equipment it is found the lack of components or the incompatibility of the supplies offered with the proposed equipment, without which the equipment cannot operate in the manner established in the tender documents and the contract signed between the parties, the Tenderer undertakes to complete / supply the respective component (s) or consumables on his own. The installation of the goods shall be carried out for 30 calendar days from the date of the request sent in writing by the beneficiary, after signing the Act of delivery-acceptance of the goods. The installation and commissioning shall be carried out at the NBM headquarters. Following the installation of the goods by the supplier they will be tested for good functioning: the good Acceptance Test (GAT). The GAT will be carried out with the participation of the representatives of the beneficiary and the supplier. The consumables used for the tests will be from the supplier's account. The quantity of consumables to cover the testing needs will be calculated according to the manufacturer's recommendations. The consumables indicated in point 8. will not be used for testing. The results of the GAT test shall be reflected in a Report, signed by the parties.</p> <p>The equipment shall be adapted with the currency offered by the</p>

					<p>contracted authority. After the completion of the installation, configuration and testing works, the Act of final acceptance of the goods is signed.</p> <p>The tenderer shall present in the tender the plan of installation and commissioning of the equipment. The installation and commissioning of the equipment shall be performed by the specialized and authorized personnel of the supplier.</p> <p>Also, any other accessories needed to install the machine for its operation shall be delivered, according to the manufacturer's recommendations. All consumables / accessories shall be an integral part of the financial offer. All costs related to installation, adaptation and commissioning shall be borne by the supplier.</p>
4	30123600-3	Staff training services within the NBM.	serv	1	<p>Staff training will be carried out in two stages: training of operators and training of technical staff:</p> <p>a. Operator training shall include training on construction and equipment operational management. Solving the various cases of blockages and performing the cleaning works of the equipment at the end of the work exchange. In this respect, the tenderer shall provide a training plan for operators.</p> <p>b. The training of the technical staff shall include the training regarding the construction and the operational management from the point of view of solving the blockages that occurred during the use. In this respect, the tenderer shall provide a training plan.</p>

3. Preparation of tenders

3.1.	Alternative tenders:	<i>Not accepted</i>
3.2.	Tender guarantee:	<p><i>Tender guarantee a/b:</i></p> <p>a) <i>Tender shall be accompanied by a Guarantee for the tender (issued by a commercial bank) according to the form F3.2 of section 3 - Forms for the submission of the tender</i></p>

		<p><i>b) The guarantee for the tender by transfer to the contracting authority's account, according to the following banking data:</i> <i>Beneficiary of payment: National Bank of Moldova</i> <i>Name of Bank: National Bank of Moldova</i> <i>Fiscal code: 79592</i> <i>IBAN: MD12NB0000000000004914852</i> <i>Banking account: NBMDMD2X</i> <i>with the note "For the guarantee for the tender at the public tender in December 17, 2019"</i></p>
3.3.	Guarantee for the tender in the amount of :	<i>1 % of the tender amount without VAT.</i>
3.4.	The applicable edition of Incoterms and the accepted commercial terms shall be:	<i>DDP – Incoterms 2010</i>
3.5.	Delivery and installation deadline:	<p><i>Delivery: 30 calendar days from the date of signature of the contract based on the request written by the Buyer;</i> <i>Installation: 30 calendar days from the date of the request sent in writing by the Beneficiary, after the signing of the Delivery – Receipt Act of goods, signed by both parties.</i></p>
3.6.	Place of delivery of goods:	<i>1 Grigore Vieru Avenue, Chişinău, MD-2005, Republic of Moldova</i>
3.7.	Payment methods and conditions shall be:	<p>After installing and testing the goods, based on the tax invoice / invoice, quality certificate issued by the manufacturer, guarantee certificates, delivery-receipt act of the goods / consumables signed by the representatives of both parties, an act of final acceptance of the goods signed by the representatives of both parties, certificate of origin within 15 working days from the date of receipt by the Buyer.</p>
3.8.	The period of validity of the tender shall be:	<i>60 calendar days</i>
3.9.	Tenders in foreign în currency:	<i>Accepted</i>

4. Submission and opening of tenders

4.1.	The place / mode of submission of tenders, is	<i>The tenders will be submitted electronically through the AIS "SRPP" "M-Tender"</i>
4.2.	The deadline for submitting tenders is:	<i>The deadline for submitting tenders is: December 17, 2019</i>
		<i>Date, Time: December 17, 2019, 03:00 P:M</i>
4.3.	Persons authorized to attend the opening of tenders (unless the tenders were submitted through the AIS	<i>The opening of tenders takes place through the electronic system AIS SRPP M-TENDER</i>

"SRPP").	
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5. Evaluation and comparison of tenders

5.1.	The prices of the tenders submitted in different currencies will be converted into:	<i>MDL</i>
	Source of the exchange rate for the purpose of conversion:	<i>The official course established by the National Bank of Moldova http://www.bnm.md/en/content/official-exchange-rates</i>
	The date for the applicable exchange rate will be:	<i>Date for submission of tenders</i>
5.2.	<i>Method of carrying out the evaluation:</i>	<i>The evaluation will be carried out on the subject of the procurement, with the compliance of the requirements with the tenderer and the compliance of all the minimum technical requirements regarding the object of the procurement, because such an evaluation method is necessary for the good execution of the future contract.</i>
5.3.	The evaluation factors will be as follows:	<i>Does not apply</i>

6. The award of the contract

6.1.	The evaluation criterion applied for the award of the contract shall be:	<i>The lowest price, excluding VAT.</i>
6.2.	Amount of the Guarantee of good performance (it is established as a percentage of the contract price awarded):	<i>5 %</i>
6.3.	Guarantee of good performance of the contract:	<i>Form of the guarantee of good performance: a) The guarantee of good performance issued by a commercial bank according to form F3.6. The term of validity of the guarantee shall exceed by at least 10 working days the planned date of the signing of the Act of delivery-receipt of the goods or b) The guarantee of good performance by transfer to the contracting authority's account, according to the following banking data: Beneficiary of payment: National Bank of Moldova Name of Bank: National Bank of Moldova Fiscal code: 79592 IBAN: MD65NB00000000004914771 Banking account: NBMDMD2X with the note "For the guarantee of good performance at the open tender in December 17, 2019"</i>
6.4.	The form of legal organization to be taken by the association of the group	<i>Not required</i>

	of economic operators to whom the contract has been assigned	
6.5.	The maximum number of days for signing and submitting the contract to the contracting authority:	<i>11 working days</i>

The content of the present Procurement Data Sheet is identical to the data of the procedure within the Automated Information System "STATE REGISTRY OF PUBLIC PROCUREMENTS". The procurement working group confirms the accuracy of the content of the procurement data sheet, for which it bears responsibility according to the legal provisions in force.

The leader of the working group:

Ion STURZU _____

CHAPTER III
FORMS FOR THE SUBMISSION OF THE TENDER

The following tables and forms will be completed by the tenderer and included in the tender.

Form	Name
F3.1	Tender form
F3.2	Tender guarantee - the bank guarantee form
F3.3	Performance Guarantee (at the conclusion of the contract awarded)
F3.4	Questionnaire for the Provider / Supplier
F3.5	Declaration of Conformity

Tender form (F3.1)

[The tenderer will complete this form in accordance with the instructions below. No changes to the form format will be allowed, as well as substitutions will not be accepted in its text.]

Date of submission of the tender: “ ___ ” _____ 20__

Procurement procedure No.: _____

Contract Notice No.: _____

To: _____

[full name of the contracting authority]

_____ declares that:

[the name of the tenderer]

a) They have been examined and there are no reservations regarding the award documents, including the changes

no. _____.

[enter the number and date of each change, if any]

b) _____ undertakes to provide /

[the name of the tenderer]

provide, in accordance with the award documents and the conditions stipulated in the technical specifications and price, the following goods

_____.

[enter a brief description of the goods]

c) The total amount of the tender without VAT constitutes:

_____.

[enter the price per lots (where applicable) and the total tender in words and figures, indicating all the respective amounts and currencies]

d) The total amount of the tender with VAT constitutes:

_____.

[enter the price per lots (where applicable) and the total tender in words and figures, indicating all the respective amounts and currencies]

e) This tender shall remain valid for the time period specified in PDS3.8., starting with the deadline for submission of the tender, in accordance with PDS4.2., it shall remain mandatory and may be accepted at any time until the expiration of this period;

f) In case of acceptance of this tender,

_____ he/she

[the name of the tenderer]

undertakes to obtain a Performance Guarantee in accordance with PDS6, for the proper execution of the public procurement contract.

g) We are not in any conflict of interests, according to the point, according to art.74 of Law no.131 of 03.07.2015 on public procurement.

h) The signatory company, its affiliates or branches, including each partner or subcontractor who is part of the contract, have not been declared ineligible based on the provisions of the legislation in force or the regulations with incidence on public procurement.

Signed: _____

[the signature of the person authorized to sign the tender]

Name: _____

As: _____

[the official position of the person who signs the tender form]

Tenderer: _____

Address: _____

Date: “ ___ ” _____ 20__

Tender Guarantee (Bank Guarantee) (F3.2)

[The issuing bank will complete this bank guarantee form in accordance with the instructions given below. The bank guarantee will be printed on the sheet with the bank header, on special protected paper.]

[The name of the bank and the address of the issuing office or branch]

Beneficiary: -----

[name and address of the contracting authority]

Date: “ ___ ” ----- 20__

TENDER GUARANTEE No. -----

----- was informed that
[the name of the bank]
----- (hereinafter referred to as the
"Tenderer")

[the name of the tenderer]
will submit the tender to you on the date “ ___ ” ----- 20__ (hereinafter
referred to as "the tender") for the delivery / supply

[procurement object]
according to the contract notice no. ----- of “ ___ ” -----
20__.

At the request of the Tenderer, we, -----,
hereby,

[the name of the bank]
irrevocably undertake to pay you any amount or amounts that do not exceed in total the
amount of:

[amount indicated in figures] (amount indicated in
words) (amount indicated in

upon receipt by us of the first request from you in writing, accompanied by a statement
specifying that the Tenderer is in breach of one or more of his/her obligations regarding the
conditions of the tender, namely:

a) withdrew his/her tender during the period of validity of the tender or modified the
tender after the expiry of the deadline for submission of tenders; or

b) being notified by the contracting authority, during the period of validity of the
tender, about the award of the contract: (i) fails or refuses to sign the contract form;; or (ii)
fails or refuses to present the Performance Guarantee, if requested in accordance with the
tender conditions, or has not fulfilled any condition specified in the award documents, prior
to the signature of the purchase contract.

This guarantee will expire if the tenderer becomes a successful tenderer, upon receipt
by us of the copy of the contract award notice and following the issuance of the Performance
Guarantee issued to you at the tenderer's request.

This guarantee is valid until the date “ ___ ” ----- 20__.

[authorized signature of the bank]

Performance Guarantee (F3.3)

[The commercial bank, at the request of the successful tenderer, will complete this form on the sheet with header, in accordance with the instructions below.]

Date: “ ___ ” _____ 20__
Tender no.: _____

Bank Office: _____
[enter the full name of the guarantor]

Beneficiary: _____
[enter the full name of the contracting authority]

PERFORMANCE GUARANTEE

No. _____

We, *[enter the legal name and address of the bank]*, we were informed that the company *[enter the full name of the Supplier]* (hereinafter referred to as "the Supplier") was awarded the public procurement contract for delivery _____ *[the object of the purchase, describe the goods]* according to the invitation to tender no. of _____. 201_ *[tender number and date]* (hereinafter referred to as the "Contract").

Therefore, we understand that the Supplier must submit a Performance Guarantee in accordance with the provisions of the award documents.

Following the request of the Supplier, we hereby irrevocably undertake to pay you any amount (s) not exceeding *[enter the amount (s) in figures and words]* upon receipt of the first written request from you, stating that the Supplier does not fulfill one or more obligations under the Contract, without discussions or clarifications and without the need to demonstrate or show the grounds or reasons for your request or for the amount indicated in it.

This Guarantee shall expire no later than *[enter number]* from *[enter month]* *[enter year]*,¹ and any payment request pertaining to it must be received by us at the office by this date inclusive.

¹ *The contracting authority must take into account the situations when, in the case of an extension of the period of execution of the Contract, the contracting authority will need to request an extension of this guarantee from the bank. Such request must be made in writing and must be made before the expiration of the date set in the guarantee. In the process of preparing this Guarantee, the contracting authority may consider adding the following text in the form, at the end of the penultimate paragraph: "We agree to a single extension of this Guarantee for a period not exceeding [six months] [one year], in response to the written request of the contracting authority for such an extension, and such request shall be submitted to us before the expiration of this guarantee. "*

[the signatures of the authorized representatives of the bank and the Supplier]

QUESTIONNAIRE FOR THE PROVIDER / SUPPLIER (F3.4)

1. Data about the Provider / Supplier (legal entity / natural person)
 - 1.1 Full name / Name, Surname _____
 - 1.2 Form of legal organization / - _____
 - 1.3 Tax Code / IDNO _____
 - 1.4 Number and date of state registration / political statement (Yes / No)

 - 1.5 Headquarters and legal address / home
address _____
 - 1.6 Phone number, fax, email _____
 - 1.7 The person authorized to open and manage the account
 - 1.7.1 Name, surname _____
 - 1.7.2 Date and place of birth, IDNO _____
 - 1.7.3 Home address _____
 - 1.7.4 Position held _____
 - 1.7.5 Phone, fax, e-mail _____
 - 1.7.6 Politically exposed (Yes/No) _____
2. Information on the nature of the business relationship with the NBM
 - 2.1 Field of activity

 - 2.2 Purpose and reason for initiating business relationship / occasional transactions

 - 2.3 Planned activities

3. Statement regarding the effective beneficiary
 - 3.1 The beneficial owner is the following person:
 - 3.2 Data about the beneficial owner:
 - 3.2.1 Name, surname _____
 - 3.2.2 Date and place of birth, IDNO _____
 - 3.2.3 Home address _____
 - 3.2.4 Position held _____
 - 3.2.5 Phone, fax, e-mail _____
 - 3.2.6 Politically exposed (Yes/No) _____

Date ____/____/_____

Signature of the Provider / Supplier
_____ S.P.

beneficial owner - a natural person who ultimately owns or controls a natural or legal person or beneficiary of an investment company or an administrator of the investment company, or a person in the name of which an activity or a transaction is carried out and / or which holds, directly or indirectly, the right of ownership or control over at least 25% of the shares or voting rights of the legal person or over the assets under fiduciary administration;

The Parliament of the Republic of Moldova 308 / 22.12.2017 Law on the prevention and combating of money laundering and terrorist financing the Official Gazette of the Republic of Moldova, 58-66 / 133, 23.02.2018

According to the Government Decision no.693 of October 4, 1991 the Romanian Banking Institute has as founders the National Bank of Romania and the Romanian Association of Banks, respectively, there is no beneficial owner within the meaning of the definition given by Law RM no.308 of 22.12.2017

DECLARATION OF CONFORMITY (F3.5)

no. _____ of “ _____ ” _____

Valid up to “ _____ ” _____

(tenderer's name, address, telephone, e-mail)

in the person of _____,
(position, name, surname of the leader)

assures, declares, guarantees on his/her own responsibility that the products referred to in this declaration cannot endanger the life, health and safety of the work, do not produce a negative impact on the environment and meet the technical and quality conditions indicated in the technical specifications regarding the purchase of the Automated Line for processing, wrapping and packaging of metal coins, including consumables for processing, wrapping and packing of metal coins.

The statement is issued on the basis

(information on the documents based on which the declaration of conformity was issued)

Additional information _____

The leader of the organization _____

(signature) (name, surname)

CHAPTER IV
TECHNICAL AND PRICE SPECIFICATIONS

The following tables and forms will be completed by the tenderer and included in the tender. In the event of a discrepancy or conflict with the text of CHAPTER I, the provisions of the CHAPTER shall prevail over the provisions of CHAPTER I.

Form	Name
F4.1	Technical specifications
F4.2	Price specifications

Technical specifications (F4.1)

In the event of a discrepancy or conflict with the requirements of section 2. The Procurement Data Sheet (PDS), the PDS provisions shall prevail over the provisions below.

[This table shall be completed by the tenderer in columns 3, 4, 5, 7, and by the contracting authority - in columns 1, 2, 6, 8]

CPV code	Name of the goods	Model of the article	Country of origin	Manufacturer	Full technical specification requested by the contracting authority	Full technical specification proposed by the tenderer	Reference standards
1	2	3	4	5	6	7	8
Lot: Automated Line for the processing, wrapping and packing of metal coins, including consumables for the processing, wrapping and packing of metal coins							
30123 600-3	Automated Line for the processing, wrapping and packing of metal coins				<p><i>* The requirements of this Specification shall be considered as minimal and mandatory. In this respect, any tender presented, which deviates from the provisions of the Specifications, shall be considered, but only to the extent that the technical proposal involves ensuring a qualitative level higher than the minimum requirements of the Specifications.</i></p> <p>1. General requirements: 1.1 Ensuring the traceability of the process Ensuring the traceability of automated processing, wrapping and packing activity as a control tool, based on the connection between the data</p>		Does not apply

flow for each stage, as well as the entire process with the physical flow of the processed, arranged and packaged coins. Thus, the deviations recorded in the process (differences in quantity, nominal value at the inputs / outputs or between the functional compartments) can be easily identified by the existing control procedures and the reports generated by the system.

1.2 Centralized management of the Automated Line

Having a computer terminal with touch screen and printer for user authentication, data entry, block management, sorting / counting compartment and coin packing compartment, etc.

1.3 Control of access to the system and identification of users

Providing a personalized card reader with chip according to the access rights of several categories of users: operator, administrator, which is managed from the touch screen terminal (specified in point 3.1).

				<p>Access cards are used to restrict the functionality of Automated Line compartments. User groups and access rights can be configured by the buyer.</p> <p>1.4 The technical documentation for the Automated Line for processing, wrapping and packing the metal coins (hereinafter - the Automated Line) Submission of the complete set of documentation for the user on paper and electronically in English and / or Romanian: the technical service manual, the list of error codes, the list of wear parts and the catalog of spare parts. In case of their unavailability at the time of submission of the tender, it shall be presented at the delivery of the goods.</p> <p>The Automated Line will comply with the standards or other regulations authorized in the European Economic Area.</p> <p>2. Reporting requirements:</p>		
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2.1 Creation and generation of activity reports

The possibility of generating the totalization reports and the difference reports (in case of differences of quantity / total amount in the working process) for each exchange of work / cash batch.

The reports are generated by the proposed software solution for ordering and controlling the sorting and counting compartment and the compartment for packing in wrappers, using the terminal described in point 3.1.

Reports can be generated on the activity of both sorting and counting compartment and the compartment for packing in wrappers, as well as on each compartment individually.

The minimum information that must be contained in the reports generated by the system:

- name and date of issue of the report;
- the period of activity of the exchange of work, indicating the date and time of the exchange;
- the identification number and / or the name of the

				<p>compartment / equipment to which the coin processing took place;</p> <ul style="list-style-type: none">- the code and identification data (name, surname) of the authenticated user;- the quantity and the sum of the coins deposited in sorted, wrapped (pieces);- the results of the processing of the coins on each compartment with the breakdown by nominal value and categories of currencies.- the amount and sum of the differences of currencies found (in the case of difference reports); <p>space intended for applying user signatures.</p>		
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2.2 The option to print reports
Provision with centrally connected printer with line compartments for A4 printing of activity reports.

3. Technical and functional requirements:
3.1 Computer terminal with touch screen and printer
Interface for the control and monitoring of the sorting / counting compartment, as well

				<p>as the packing compartment, printing the totalization reports in A4 format for the exchange of work and the quantity of coins processed.</p> <p>The terminal shall be endowed with an AC power source for power failure situations. The capacity of the AC power supply of the terminal shall be deducted from the power consumption of the terminal. Arrangement of open source programs (free license) for elaborating, writing and printing the label applicable on the packaged coins. For this purpose the terminal shall be provided with mouse and keyboard.</p> <p>3.2 Data storage capacity (for the processing and wrapping of coins) Memory storage for processing data - minimum 100 Gb. Duration of stored data - minimum 45 days Option to export data to external device (USB flash, PC, etc.).</p> <p>3.3 Sorting and counting compartment:</p>		
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				<p>Machine for counting and sorting coins</p> <p>The machine for counting and sorting coins shall be provided with its own support.</p> <p>Types of coin detectors:</p> <ul style="list-style-type: none"> - by dimensions (diameter, thickness), - by alloy (eg Alloy Sensor); - by the conductivity of the coin's surface and volume; - by magnetism. <p>Sorting speed: minimum 2300 coins / min;</p> <p>Minimum coin thickness reading range: 0.9 - 3.5 mm;</p> <p>Minimum coin diameter reading range: 15.0 - 32 mm;</p> <p>Counting and sorting modes:</p> <ul style="list-style-type: none"> - Continuous sorting and counting of coins, - Sorting and counting in predetermined quantities, - Cumulative sorting and counting of multiple nominations. <p>User interface of the sorting compartment: Presentation of the image of the interface of visualization of the data related to the counting and sorting process, current processing, display of errors occurring during processing, etc.</p>	
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				<p>Integrated printer for printing reports related to the sorting and counting of coins.</p> <p>If the terminal indicated in point 3.1., provides for the possibility of printing reports related to this compartment, the respective requirement is not applicable.</p> <p>3.4 Deposit of sorted and counted coins: The construction of the equipment must ensure the transport of the coin from the sorting and counting machine to mobile trolleys. The transport solution shall allow visual inspection of the transport route. The trolleys shall be equipped with locking and sealing elements. Required quantity of trolleys: 8 pieces with a minimum volume of 18 liters for the deposited coins (4 pcs for metal coins deposited, 4 pcs will be used as a coin accumulation buffer).</p> <p>3.5 Coin feed conveyor for transporting the coin to the coin sorting machine. The construction of the conveyor shall allow to adapt the height of unloading the coins to the</p>		
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height of the sorting and counting machine. The flow of coins shall be possible to visually monitor throughout the route. The conveyor shall be equipped with a mobile or stationary supply trolley.

- The productivity of the conveyor shall be adapted so as to supply the processing needs of the sorting and counting machine.

- Stopping the coin feed to be performed automatically when reaching the maximum level of filling the trolley of the sorting and counting machine.

- The volume of coin supply trolley of the conveyor - minimum 40 liters.

The conveyor shall be provided with a special mirror for visual monitoring of the coins on the horizontal route.

3.6 The coin packing compartment

Type: Machine for packing coins into wrappers.

Types of coin detectors:

- by dimensions (diameter, thickness)

Packing method: wrappers

				<p>(rolls): 25 or 50 coins each.</p> <p>Information on the characteristics of the coins can be found on the official website of the NBM: www.bnm.md/en/content/monede.</p> <p>Packaging settings: The tenderer shall present the solutions for setting the number of coins that will be set for each face value of the processed coins. The parameters for the packaging can be set for each denomination.</p> <p>Counting speed: minimum 3000 coins / min</p> <p>Packing speed: minimum 40 rolls / min</p> <p>Minimum reading range of coin thickness: 1.0 - 3.5 mm;</p> <p>Minimum reading range of coin diameter: 15.0 - 33 mm;</p> <p>Equipped with information screen: The tenderer shall present the display of the screen (the image) related to the counting mode, current processing, display of errors that occurred during processing, etc.</p> <p>Printer: <u>component</u> of the coin packing machine in wrappers for marking the paper</p>	
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				<p>packaging of the coins with appropriate information, according to the request of the beneficiary (upon request the tenderers shall present the printed information model); Integrated printer for printing the reports related to the coin creation activity. If the terminal indicated in point 3.1, provides for the possibility of printing reports related to this compartment, the respective requirement is not applicable.</p>		
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3.7 Coin feed conveyor: for transporting the coin to the coin packing machine in wrappers. The construction of the conveyor shall allow the height of the coin unloading to be adapted to the height of the coin packing machine in wrappers. The coin transport path shall be possible to view throughout the length of the conveyor. The conveyor shall be adapted for operation with mobile trolleys (described in point 3.4).
- The productivity of the conveyor shall be automatically adaptable so as to properly supply the processing needs of the coin packing machine in

wrappers;
- Stopping the coin supply to be carried out automatically when the maximum level of filling the trolley of the packing machine is reached;
- The conveyor shall be provided with a special mirror for the visual monitoring of the coins on the horizontal route.

3.8 Conveyor for wrappers:
Transport of wrappers to the place of packing and verification, ensuring the visual monitoring of the route. The conveyor shall be provided with a special mirror for the route of unloading the wrappers to the packing place. The mirror is intended for visual monitoring of the route by the operator.

3.9 Place of packing and verification: The technical solution offered must allow the operator to easily perform the process of packing / marking the wrappers. The place of packing and verification is to be provided with its own mass on which

the operations of weight verification will be carried out through the special equipment for checking the wrappers and applying the information label with the subsequent packing of the wrappers.

The place of packing and verification is to be provided with automatic and manual option to control the coin packing compartment in wrappers.

3.10 Control of the wrappers weight

Equipped with special equipment for checking the weight of the wrappers with automatic function of reading the weight of the wrappers, without involving the operator in the process.

Wrappers not conforming to the preset weight limits shall be removed / directed to a storage box, included in the tender, for non-compliant wrappers.

The special equipment for checking the weight of the wrappers will be connected to the terminal described in point 3.1. for export of data related

to packing of wrappers.

3.11 Vacuum packing equipment: the technical offer will include a special table so that the operator can perform the packing operation without major effort.

- the productivity of the vacuum pump: minimum 15 m³ / h

- length of the welding rod: minimum 800 mm

- the dimensions of the polyethylene packaging for packing the wrappers must correspond to the quantity of 10 wrappers of 50 coins or 10 wrappers of 25 coins each;

- the quality of the polyethylene packaging: it will be breaking resistance following the free fall from the height of one meter from the floor level.

4. Delivery requirements

4.1 Delivery time: 30 working days from the signing of the contract.

Delivery conditions: DDP - INCOTERMS 2010. The supplier will cover all transport costs from the place

				<p>of production to the beneficiary's premises. Insurance costs that cover all risks from the production location to the beneficiary's premises are to be borne by the successful tenderer. The delivery of the goods to the beneficiary's premises is attested by the signing of the Delivery-Acceptance Act of the good, signed between the parties, corresponding to the specifications indicated by the Supplier in the technical specifications. Delivery and acceptance of the goods must be accompanied by the following documents:</p> <ul style="list-style-type: none"> f. Tax invoice / Invoice; g. Quality certificate issued by the manufacturer; h. Guarantee certificates; i. Delivery-Acceptance Act of the goods / consumables; j. Act of final acceptance of the goods (model); k. Certificate of origin. <p>5. Guarantee conditions 5.1 The guarantee for the Automated Line shall be</p>		
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				<p>insured for a period of 36 months from the date of the signing of the Act of final acceptance of the goods, signed by the representatives of both parties;</p> <p>5.2 During the warranty period, the supplier shall replace and put back into operation the defective components (<i>within a maximum of 5 working days from the notification in writing, e-mail or fax</i>), at his/her expense;</p> <p>5.3 During the entire warranty period, the supplier shall have available a technical team capable of intervening in the event of failures within 24 hours of sending it in writing by e-mail or fax, the supplier having the obligation to solve all the requests of the beneficiary concerning guarantee throughout the period;</p> <p>5.4 The supplier shall bear all unplanned component replacement costs during the warranty period;</p> <p>5.5 The wear parts during the warranty period shall be changed at the technical</p>		
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service of the equipment and if necessary. In this sense the tenderer shall present a list of the wear parts for the Automated Line.

5.6 Technical service of the equipment during the warranty period: it shall be included in the tender price. These works shall be executed as necessary, periodically at a certain interval of hours worked of the equipment but not less than 2 technical services per year of warranty with a clear specification of the works carried out and of the changed parts. To perform the repair, servicing and maintenance of the Automated Line for processing, wrapping and packing the metal coins, the supplier shall include in the tender a set of tools for carrying out the mentioned works.

The information regarding the service of the line components during the warranty period shall be confirmed and presented, namely:

- During the warranty period, the participant who has obtained the right to conclude

the contract is obliged to ensure the finding (diagnosis) of a defect and to remedy the defect within maximum 5 working days from the date of its claim by the Beneficiary. Finding and remedying the defect shall be made at the premises of the beneficiary. Support work shall include the following:

- ✓ component diagnostics;
- ✓ changing or repairing components;
- ✓ performing the support works of the equipment; sensor calibration.

5.7 The updating and adaptation of the Automated Line related to the processing of metal coins with new characteristics must be ensured by the tenderer until the end of the execution of the sale and purchase agreement of the Automated Line.

6. Post-warranty conditions
6.1 The technical service of the equipment after the warranty period: The post-warranty technical service shall be performed at a cost by signing

				<p>a technical service contract. For informational purposes, the supplier shall additionally present in the financial offer the indicative cost for the post-warranty technical service. The contracting regarding the technical service shall be performed through the negotiation procedure. The spare parts shall be part of the post-warranty service contract or a separate contract will be signed through the negotiation procedure.</p> <p>6.2 The costs of updating and adapting the Automated Line related to the processing of coins with new features after the warranty period, solutions for the respective requirement will be included in the Guidance Cost for the post-warranty technical service.</p> <p>7. Receipt of goods</p> <p>7.1 The reception shall consist in the quantitative and qualitative verification of the contracted goods, being performed at the headquarters of the contracting authority by the designated</p>		
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				<p>representatives, together with the supplier's representative. If any of the goods does not meet the specifications of the proposed tender, or during the course of the installation works, the failure of the Automated Line components is found, the contracting authority has the right to reject it, and the supplier has the obligation, without modifying the contract price:</p> <ul style="list-style-type: none"> c. to replace the rejected goods; d. to make all necessary modifications to ensure that the goods meet the technical specifications in this specification. <p>The supplier has the obligation that, within 10 working days, to complete the missing goods or to replace the inadequate goods, bearing all the related expenses. The installation period shall be extended in case of unforeseen situations outside the control of the tenderer.</p> <p>After the resolution of all non-conformities the contracting authority shall carry out the quantitative and qualitative</p>		
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					<p>evaluation of the proposed goods.</p> <p>7.2 Testing and receiving the goods. The tender is valid under the conditions of the successful completion by the supplier through cooperation with the beneficiary of tests with the samples provided by the NBM.</p>		
30123 600-3	<i>Consumables for the processing, wrapping and packaging of metal coins</i>				<p>Consumables (packing paper for wrappers, polyethylene packaging, label, etc.) required to process 5,000,000 (five million) coins shall be included in the tender.</p> <p>For the delivered supplies, the tenderer shall provide their technical specification for each type of consumables used in the Automated Line.</p> <p>The technical specification of the wrapping paper for each face value of the metal coins will be provided by the contracting authority upon request.</p> <p>Consumables shall be delivered with the equipment offered. Their delivery to the beneficiary's premises is attested by the signing of the Act of delivery-acceptance of the goods, between the parties.</p>		Does not apply

				<p>Infrastructure requirements. Requirements for connecting the engineering networks: * Power supply of the Automated Line: 200-240 V ~, 50-60 Hz; Presentation of the technical specification of the switches and power supply cables according to the technical requirements provided by the equipment manufacturer. Additionally in the technical specification of each panel there will be a voltage control switch equipped with thermal safety to provide the equipment with the possible fluctuations of the electrical current in the network. Description of distribution panels:</p> <ul style="list-style-type: none"> - A general panel that shall distribute the power supply of the Automated Line compartments for processing, wrapping and packaging the metal coins through secondary panels; - Secondary distribution panels, one unit for each compartment of the Automated Line for processing, wrapping and 		
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					<p>packing metal coins and for the computer terminal. The equipment of the Automated Line shall be connected to the distribution panels through differential switches.</p> <p>For cases of power failure, the terminal described in point 3.1. to be switched to the alternative power supplies that shall be included in the tender.</p> <p>* Presentation of Automated Line placement solutions in accordance with the manufacturer's specifications. The plan of the room where the Automated Line is to be installed shall be presented by the contracting authority upon request.</p> <p><i>Optional requirements:</i> Possibility of integrating the software of the Automated Line with the cash management systems, in order to import the data and the automated accounting of the performed operations.</p>		
30123 600-3	Services for installation, commissioning and adaptation of the Automated Line for the				Installation, commissioning and adaptation of goods. The tenderer shall assume full		

	processing, wrapping and packaging of metal coins			<p>responsibility for the installation and configuration of the proposed equipment at the Buyer's premises. If during the works of installation and configuration of the equipment it is found the lack of components or the incompatibility of the supplies offered with the proposed equipment, without which the equipment cannot operate in the manner established in the tender documents and the contract signed between the parties, the Tenderer undertakes to complete / supply the respective component (s) or consumables on his own.</p> <p>The installation of the goods shall be carried out within 30 calendar days from the date of the request sent in writing by the beneficiary, after signing the Act of delivery-acceptance of the goods. The installation and commissioning shall be carried out at the NBM headquarters. Following the installation of the goods by the supplier they shall be tested for good functioning: the good Acceptance Test (GAT). The GAT</p>		
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				<p>shall be carried out with the participation of the representatives of the beneficiary and the supplier. The consumables used for the tests will be from the supplier's account. The quantity of consumables to cover the testing needs will be calculated according to the manufacturer's recommendations. The consumables indicated in point 8. will not be used for testing. The results of the GAT test will be reflected in a Report, signed by the parties.</p> <p>The equipment shall be adapted with the currency offered by the contracted authority. After the completion of the installation, configuration and testing works, the Act of final acceptance of the goods is signed.</p> <p>The tenderer shall present in the tender the plan of installation and commissioning of the equipment.</p> <p>The installation and commissioning of the equipment shall be performed by the specialized and authorized personnel of the supplier.</p>		
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				<p>Also, any other accessories needed to install the machine for its operation shall be delivered, according to the manufacturer's recommendations. All consumables / accessories shall be an integral part of the financial offer.</p> <p>All costs related to installation, adaptation and commissioning will be borne by the supplier.</p>		
30123 600-3	Staff training services within the NBM.			<p>Staff training shall be carried out in two stages: training of operators and training of technical staff:</p> <p>a. Operator training shall include training on construction and equipment operational management. Solving the various cases of blockages and performing the cleaning works of the equipment at the end of the work exchange. In this respect, the tenderer shall provide a training plan for operators.</p> <p>b. The training of the technical staff shall include the training regarding the construction and the operational management from the point of view of solving the blockages that occurred during the use. In this</p>		

					respect, the tenderer shall provide a training plan.		
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Signed: _____ Name, Surname: _____ As: _____

Tenderer: _____ Address: _____

Price specifications (F4.2)

[This table will be completed by the tenderer in columns 5,6,7,8, and by the contracting authority - in columns 1,2,3,4,9]

The number of the procurement procedure _____ from _____

Name of the procurement procedure: *Purchase of the Automated Line for the processing, wrapping and packaging of metal coins, including the consumables for the processing, wrapping and packaging of metal coins.*

CPV code	Name of the goods	Unit of measurement	Quantity	Unit price (excl. VAT)	Unit price (incl.VAT)	Amount (excluding VAT)	Amount (including VAT)	Delivery and installation deadline	Budget classification (IBAN)
1	2	3	4	5	6	7	8	9	10
<i>Lot: Automated Line for the processing, wrapping and packaging of metal coins</i>									
30123600-3	<i>Automated Line for the processing, wrapping and packing of metal coins¹</i>	piece	1					<i>Delivery: 30 calendar days from the date of signature of the contract based on the request written by the Buyer;</i>	Does not apply
	<i>Consumables for the processing, wrapping and packing of metal coins²</i>	piece	1					<i>Delivery: 30 calendar days from the date of signature of the contract based on the request written by the Buyer;</i>	Does not apply
	<i>Installation and adaptation services of the Automated Line for the processing,</i>	piece	1					<i>30 calendar days from the date of the request sent in writing by the beneficiary, after signing the</i>	Does not apply

	<i>wrapping and packaging of metal coins</i>							Delivery- Acceptance Act of the good, signed by both parties.	
	<i>Staff training services within the NBM</i>	piece	1						
TOTAL									

¹ the separate price for each type of component (sorting and the coin packing compartment Type) shall be presented as an annex to the table below,

² will be presented separately on each type of consumable

Signed: _____ Name, Surname: _____ As: _____

Tenderer: _____ Address: _____

CHAPTER 5
CONTRACT FORM

Form	Name
F5.1	Model Contract

Model Contract (F5.1)



CONTRACT No. _____
of purchase through the procedure of Public Tendering of the goods
CPV Code: 30123600-3

“ ” 2019 Chisinau municipality

Supplier of goods	Contracting authority
<p>_____, <i>(full name of the company, association, organization)</i> represented by _____, <i>(position, name, surname)</i> acting on the basis of _____, <i>(Statute, regulation, decision, etc.)</i> hereinafter referred to as <i>Seller</i></p> <p>_____, <i>(indicate the number and date of registration in the State Register)</i></p> <p>on the one hand,</p>	<p>NATIONAL BANK OF MOLDOVA, represented by _____, Deputy Governor, acting on the basis of the Law on the National Bank of Moldova no.548 - XIII of July 21, 1995, as subsequently amended and supplemented, hereinafter referred to as <i>Buyer</i>, on the other hand,</p>

both (hereinafter referred to as the Parties) have concluded this Contract with respect to the following:

- a. Purchase of the automated line for the processing, wrapping and packaging of metal coins, including consumables for the processing, wrapping and packaging of metal coins., hereinafter referred to as Goods, according to the procedure of Public Tendering no. ____ of _____, published in the Public Procurement Bulletin no. ____ of _____, based on the decision of the working group of the NATIONAL BANK OF MOLDOVA from _____.
- b. The following document shall be considered a component and integral part of the Contract:
 1. Annex no. 1: Specification of Goods.
- c. This Contract shall prevail over all other component documents. In the case of discrepancies or inconsistencies between the component documents of the Contract, the documents mentioned in letter b shall have the order of priority listed above.
- d. As the value of the payments to be made by the Buyer, the Seller hereby undertakes to deliver to the Buyer the Goods and to remove their defects in accordance with the provisions of the Contract in all aspects.
- e. The Buyer hereby undertakes to pay to the Seller, as the value of the delivery of the Goods, as well as the removal of their defects, the price of the Contract or any other amount that may become payable according to the provisions of the Contract within the terms and manner established by the Contract.

1. Object of the Contract

- 1.1. The Seller assumes the obligation to deliver and install the Goods specified in Annex no. 1, which is an integral part of this Contract.
- 1.2. The Buyer undertakes, in turn, to pay and receive the Goods delivered and installed by the Seller in accordance with the terms of this Contract.

2. Price and payment terms.

- 2.1. The price of the Goods delivered and installed according to this Contract is established in Moldovan lei, being indicated the Annex no. 1 of this Contract.
- 2.2. The total amount of this Contract, including VAT, is established in Moldovan lei and constitutes: _____MDL.
- 2.3. Payment for the Goods delivered and installed will be made in Moldovan lei.
- 2.4. The Buyer pays the Goods after the delivery, installation and testing of the goods, confirmed on the basis of the documentation provided in point 2.2., within 15 working days from the date of their receipt by the Buyer.
- 2.5. Payments will be made by bank transfer to the Seller's account indicated in this Contract.
- 2.6. The seller has the obligation to correctly prepare the tax invoices, indicating all its identification elements and the correct banking data, including the Buyer's.
- 2.7. The transmission of the documents listed in point 2.2 with incorrect elements and / or calculation errors, identified by the Buyer, following their receipt, entails the Seller's obligation to cancel them and to send new documents.

3. Conditions of delivery-receipt

- 3.1. The Goods are considered to be delivered and installed by the Seller and received by the Buyer if the quantity of the Goods delivered and installed corresponds to the provisions of Annex no. 1 of the present Contract and the documents accompanying the goods according to point 2.2. of this Contract.
- 3.2. The seller is obliged to present to the Buyer the originals of the documentation specified in point 2.2. of the present Contract with the delivery and installation of the goods, for the payment. For the Seller's failure to comply with this clause, the Buyer reserves the right to increase the payment term provided in point 3.4 corresponding to the number of working days of delay and to be exempted from paying the penalty set out in point 10.4. of this Contract.

4. Standards

- 5.1. The goods delivered and installed under the Contract shall comply with the standards or other regulations authorized in the country of origin of the Goods.

5. Obligations of the parties

- 6.1. On the basis of this Contract, the Seller undertakes:
 - a. to deliver and install the Goods under the conditions provided by this Contract;
 - b. to notify the Buyer after the signature of this Contract, within 5 calendar days, by telephone / fax, email or authorized telegram, about the availability of delivery and installation of the Goods;
 - c. to ensure the appropriate conditions for the receipt and installation of the Goods by the Buyer, within the established terms, in accordance with the requirements of this Contract;
 - d. to ensure the integrity and quality of the goods throughout the period until their receipt by the Buyer.
- 6.2. On the basis of this Contract, the Buyer undertakes:
 - a. to take all necessary measures to ensure the receipt within the established term of the Goods delivered and installed in accordance with the requirements of this Contract;

- b. to ensure the payment of the Goods delivered and installed, respecting the modalities and the terms indicated in this Contract.

6. Force Majeure

- 7.1. The parties are exempted from liability for partial or integral non-performance of the obligations under this Contract, if this is caused by the occurrence of cases of force majeure (wars, natural calamities: fires, floods, earthquakes, as well as other circumstances that do not depend on the Parties' activity).
- 7.2. The Party invoking the force majeure clause is obliged to inform immediately (but not later than 10 calendar days) the other Party about the occurrence of the force majeure circumstances.
- 7.3. The occurrence of the circumstances of force majeure, the moment of the trigger and the duration of action must be confirmed by a certificate, duly issued by the competent body of the country of Party invoking such circumstances.

7. Termination

- 7.1. The termination of the Contract can be achieved with the joint agreement of the Parties.
- 7.2. The contract may be unilaterally terminated by:
 - a. The Buyer in case of the Seller's refusal to deliver the Goods provided in this Contract;
 - b. The Buyer in case of non-compliance by the Seller of the established delivery terms;
 - c. The Seller in case of non-compliance by the Buyer of payment terms of the Goods;
 - d. The Seller or Buyer in case of failure to fulfil by one of the Parties of the claims submitted in accordance with this Contract.
- 7.3. The Party initiating the termination of the Contract is obliged to communicate within 5 working days to the other Party about his/her intentions by a covering letter.
- 7.4. The notified Party is obliged to respond within 5 working days from receiving the notification. If the dispute is not settled within the deadlines set, the initiating Party shall initiate the termination.

8. Complaints

- 8.1. The complaints regarding the quantity of the Goods delivered are submitted to the Seller at the moment of their receipt, being confirmed by an act drawn up jointly with the Seller's representative.
- 8.2. The complaints regarding the quality of the Goods are submitted to the Seller at the time of their detection within 5 working days.
- 8.3. The Seller is obliged to examine the complaints submitted within 5 working days from the date of their receipt and to notify the Buyer of the decision taken.
- 8.4. The Seller is obliged, within 5 working days, to additionally deliver to the Buyer the quantity of Goods not delivered, and in case of finding poor quality - to substitute or correct them according to the requirements of the Contract.
- 8.5. The Seller bears responsibility for the quality of the Goods within the established limits, including for the hidden defects. Removing the hidden defects will follow the same remediation method (response time, classification, etc.) as for the rest of the support services during the warranty period.

9. Sanctions

- 9.1. The form of guarantee for contract performance agreed by the Buyer is the bank guarantee, in the amount of 5% of the Contract value. The term of validity of the bank guarantee will exceed by at least 10 working days the term of guarantee of the Goods.

- 9.2. For the refusal to sell the Goods provided for in this Contract, the guarantee of good performance of the Contract shall be retained.
- 9.3. For the late delivery of the Goods, the Seller bears a material liability in the amount of 0.1% of the sum of the Goods not delivered, for each working day of delay, but not more than 5% of the total amount of this Contract. If the delay exceeds 10 working days, it is considered as refusal to sell the Goods provided in this Contract and the Seller shall be retained the guarantee of good performance of the Contract.
- 9.4. For the late payment, the Buyer bears material liability in the amount of 0.1% of the sum of the delivered Goods paid late, for each working day of delay, but not more than 5% of the total amount of this Contract.
- 9.5. The first business day after the date that constitutes the delivery deadline, as well as, the payment deadline is considered a delayed working day.
- 9.6. The amount of the penalty calculated to the Seller under this Contract can be deducted (withheld) by the Buyer from the amount of the payment for the delivered goods.

10. Guarantees

- 11.1. The guarantee shall be provided for a period of 24 months from the date of signing the Act of final acceptance of the goods, signed by the representatives of both parties.
- 11.2. The adaptation of the Equipment for processing, wrapping and packing the coins with new features must be ensured by the tenderer throughout the warranty period.
- 11.3. During the warranty period, the supplier will replace and put into operation again the defective component parts (within a maximum of 5 working days from the notification in writing, e-mail or fax), at his/her expense.
- 11.4. During the entire warranty period, the supplier will have available a technical team capable of intervening in the event of failures within a maximum of 24 hours from sending it in writing by e-mail or fax, the seller having to solve all the requests of the beneficiary regarding the guarantee throughout the period;
- 11.5. The supplier shall bear all the expenses incurred in replacing the components during the warranty period.
- 11.6. Wear parts during the warranty period will be changed for equipment maintenance.

11. Intellectual property rights

- 11.1 The Seller has the obligation to compensate the Buyer against any:
 - a) claims and legal actions, which result from infringement of intellectual property rights (patents, names, registered trademarks, etc.), related to the equipment, materials, installations or machines used for or in connection with the purchased products, and
 - b) damages-interests, costs, taxes and expenses of any kind, related, except in the case in which such an infringement results from the compliance with the Specifications prepared by the Buyer.

12. Final provisions

- 12.1 Disputes that may result from this Contract will be settled by the Parties amicably. Otherwise, they will be sent for examination in the competent court according to the legislation of the Republic of Moldova.
- 12.2 The contracting parties have the right, during the fulfillment of the Contract, to agree on the modification of the clauses of the Contract, by an additional act, only in the event of circumstances that harm their legitimate commercial interests and which could not be foreseen on the date of conclusion of the Contract. Amendments and additions to this Contract shall be valid only if they have been drafted in writing and signed by both Parties.

- 12.3 Neither Party has the right to transmit his/her obligations and rights stipulated in this Contract to third parties without the written consent of the other Party.
- 12.4 This Contract is drawn up in two copies in Romanian language, one copy for the Seller and Buyer.
- 12.5 This Contract is considered to be concluded and enters into force on the date of its signature by the Parties, being valid until December 31, 2019, except p.11.1
- 12.6 This Contract represents the will agreement of the parties and is considered signed on the date of the last signature applied by one of the parties.
- 12.7 In order to confirm the above, the Parties signed this Contract in accordance with the legislation of the Republic of Moldova, on the date and year indicated above.

13 Legal, postal and banking data of the Parties

Supplier of goods	Contracting authority
Postal address: Phone: IBAN: Bank: Bank's postal address: Code: Tax code:	Postal address: Phone: IBAN: Bank: Bank's postal address: Code: Tax code:

14 Signatures of the parties

Supplier of goods	Contracting authority
Authorized signature: <p style="text-align: center;">S.P.</p>	Authorized signature: <p style="text-align: center;">S.P.</p>