



BANK OF GREECE
EUROSYSTEM
Printing Works Department

SELECTION GUIDELINE

RESTRICTED PROCEDURE

No. 6/2021/PW497

For the supply of Euro 10 banknote paper

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I. INTRODUCTION

Article 128 (1) of the Treaty on the Functioning of the European Union and Article 16 of the Statute of the European System of Central Banks and of the European Central Bank grant the Governing Council of the European Central Bank (ECB) the exclusive right to authorise the issue of euro banknotes within the Union. This exclusive right includes the competence to set the legal framework for the production and procurement of euro banknotes. The ECB may allocate the responsibility for producing euro banknotes to the national central banks of the Member States whose currency is the euro (the 'NCBs') in accordance with the percentage shares held by the NCBs in the ECB's subscribed capital for the relevant financial year, calculated using the weightings in the key referred to in Article 29.1 of the Statute of the ESCB. The legal framework for the production and procurement of euro banknotes must, on the one hand, comply with the requirement laid down in Article 127(1) of the Treaty and in Article 2 of the Statute of the ESCB for the Eurosystem to act in accordance with the principle of an open market economy with free competition, favoring an efficient allocation of resources, and, on the other hand, take into account the particular nature of euro banknotes, which are produced in order to be issued by the Eurosystem as a safe means of payment.

The Eurosystem production and procurement system ('EPPS') consists of two pillars: a group of NCBs producing their euro banknotes using an in-house printing works ('in-house group NCBs'), and a group of NCBs which procure their euro banknotes (hereinafter 'tendering group NCBs'). Bank of Greece belongs to the in-house group.

In view of the production allocation of 2022 the Bank of Greece (hereafter the Bank) organizes a **restricted European tender procedure** for the award of a Contract for the supply of **Euro 10** banknote paper of the second series (ES2).

II. GENERAL TERMS

1. SUBJECT OF THE CONTRACT

1.1 Subject of the contract

The objective of this restricted tender procedure is to enter into a contract with a competent supplier, who fulfils all the requirements and criteria and is not disqualified by a ground for exclusion set out in the present Selection Guideline, for the supply of **2.200.000** sheets of **Euro 10** banknote paper of the second series (ES2) in view of the production allocation of 2022.

This volume will not be split into several orders. Notwithstanding that the volume will be in one order, the delivery of the paper sheets can be staged as below.

1.2 Time of delivery

At least half of the abovementioned banknote paper quantity must be in the premises of Bank of Greece Printing Works not later than the 23th week of 2022 and the whole banknote paper quantity must be in the premises of Bank of Greece Printing Works, not later than the 36th week of 2022.

The term “delivery” shall be understood to mean the date on which the shipment **arrives** at the premises of Bank of Greece Printing Works (341 Messogion Avenue, 152 31 Chalandri, Athens).

1.3 Technical specifications and requirements

The banknote paper to be supplied must comply with the EURO 10 technical specifications of the ECB, as well as with the most updated quality, security, environmental, health and safety requirements of the Eurosystem.

More information on the Eurosystem requirements’ compliance referring to their implementation by the Bank shall be provided in the second (the “award”) stage (s. below chapter 3).

2. CANDIDATES

Economic entities may apply independently.

They may, also, come together with the purpose of submitting a Request to Participate (hereafter referred to as “RTP”). In such case, the association of the economic entities, irrespectively of its legal form, is deemed to be a single Candidate. The Bank may request that the association of the economic entities takes a specific legal form, in case it is awarded the contract.

All members of the association of economic entities are jointly and severally liable to the Bank. In case the association of economic entities is awarded the contract, such liability continues until the contract is fully executed...

3. PROCEDURAL RULES

The use of the restricted procedure entails that the tender procedure will be conducted in two stages.

3.1 First stage (selection stage)

In the first stage (selection stage) the Candidates must, not later than the Closing Date and Time referred to below (chapter 4.2.2, Table A), submit a RTP based on the present Selection Guideline. These RTPs will then be evaluated by a Competent Committee of the Bank without the presence of the Candidates. RTPs that do not meet the Formal Requirements (see below, chapter 4) will be excluded from the tender procedure. RTPs that meet the Formal Requirements will then be tested in relation to the Grounds for Exclusion (see below, chapter 5) and the Suitability Requirements (see below, chapter 6). Only Candidates who meet the Formal and the Suitability Requirements and are not disqualified by a Ground for Exclusion shall be invited to take part in the second stage.

The Bank has the right at all times to ask Candidates for further explanation and/or to provide missing information, and to verify the information provided by Candidates. The Bank may also, at any time, request information or evidence to verify the correctness of one or more particulars or items of information entered by the Candidate in the European Single Procurement Document (hereafter referred to as "ESPD") or which are otherwise necessary to verify that the information submitted is correct. If the required evidence is not submitted or is insufficient, the Candidate will be excluded from this tender procedure.

3.2 Second stage (award stage)

In the second stage (award stage) the Candidates who are selected will receive an Invitation to Tender (hereafter referred to as ITT). The ITTs (as well as the notification letters to the unsuccessful Candidates) will be sent out on Monday, 10th January 2022. The selected Candidates must then submit their tenders, according to the information and the details described in the ITT, not later than Monday, 7th February 2022 noon (UTC+2). The award phase will be described in detail in the ITT. Please note that, in order to participate in the award stage, the selected Candidates must submit a participation letter of guarantee amounting 40.000 €. Further relevant information will be given in the ITTs.

The contract is expected to be signed not later than the end of February 2022.

4. PREPARATION AND SUBMISSION OF RTPs

4.1 Preparation of the RTPs

RTPs shall be written in English language and shall be signed by a person who has the power to represent the Candidate.

The content of the RTPs shall comply with the terms hereof. RTPs must be clear and specific and shall not include any conditions, reservations, qualifications, caveats, erasures, corrections or additions that render them inadmissible or unclear. Any RTP that fails to meet the formal requirements set out in this chapter will, in principle, be excluded from further participation in the present tender procedure.

4.2 RTPs

4.2.1 Content of the RTP

The RTP must include the ESPD (European Single Procurement Document, ANNEX B), fully and duly completed, and signed by a person who has the power to represent the Candidate. By signing the statements in the ESPD, the Candidate declares that it satisfies those statements at RTP time and will continue to satisfy them during this tender procedure and during the term of the Contract.

The RTP must be complete, i.e., it must include all required forms and other information, duly completed and duly signed and stamped. The Bank reserves the right not to consider any RTPs that fail to meet the formal requirements specified herein, or, that arrive incomplete. The Bank reserves the right to verify at any time the correctness of all information submitted and/or statements made by Candidate, especially by requesting the documents listed in the Annex A. The Bank, also, reserves the right to request clarifications with respect to RTPs duly and promptly submitted. Candidates must provide the documents and/or the clarifications requested within the period specified by the Bank; otherwise they will be excluded from further participation in the present tender procedure. Candidates shall, also, be excluded from further participation in the tender procedure, if it is determined, at any stage of the procedure, that the statements made in the ESPD are deceitful or that the supporting documents are falsified or do not prove the non-existence of the Grounds for Exclusion or the Suitability Requirements.

To be absolutely clear, the documents listed in the Annex A **do NOT** have to be submitted by the Candidate on the deadline for submitting the RTP. The Bank, however, requests that the Candidates are prepared to submit them at any time during the tender procedure. It must be noted, that, if any changes concerning the statements made by the Candidates in the ESPD occur after its submission and until the contract is signed, the Candidates must immediately inform the Bank hereof.

4.2.2 Submission of the RTP

Candidates must submit their RTPs only via the “sourceONE/tenderONE” facility on <https://www.marketsite.gr>. RTPS submitted by any other means (including by email, fax, post or hand delivery) will **NOT** be accepted.

In order to be able to submit their RTPs, Candidates must register to sourceONE application via the link: <https://register.marketsite.gr/> and choose “sourceONE-E tendering applications”. Within **the next business day** from registration, the Candidate will receive its credentials, which will provide access to the sourceONE platform and the relevant selection stage of this tender procedure via “sourceONE/tenderONE”. Thus, it must be highlighted that Candidates should register to sourceONE application **at the latest two business days** before the Closing Date for the submission of the RTPs. In case of technical difficulties, Candidates can reach CosmoONE Customer Support by online ticket, email or phone support, via the link: <https://support.cosmo-one.gr/home/>. Further information concerning the registration to the “sourceONE” facility is given in ANNEX C.

The RTP and all attending enclosures must be submitted in PDF form and must bear a qualified electronic signature according to EU Regulation No 910/2014 (eIDAS Regulation).

Table A – RTP submission details

| CLOSING DATE FOR SUBMISSION OF RTPs | | |
|--|---------------|--------------------|
| DATE | DAY OF WEEK | TIME |
| 03.01.2022 | Monday | 14:00 UTC+2 |

RTPs must be submitted via the “sourceONE” facility by the Closing Date and Time for submission mentioned above (Table A). Under no circumstances will RTPs be accepted after the Closing Date and Time. The Bank reserves the right, at its sole discretion, to extend the Closing Date for receipt of RTPs by giving notice in writing to Candidates before the original Closing Date. It is not advisable to wait until the last moment to submit the RTP in case of internet connection difficulties or other technical problems. The Bank takes no responsibility for documents which are not submitted by the Closing Date, for any reason. Candidates are fully and solely responsible for the safe and timely delivery of the RTPs.

The Bank is also not responsible for corruption in documents. Candidates must ensure documents are not corrupt.

5. GROUNDS FOR EXCLUSION

1. Any Candidate shall be excluded from participation in the present tender procedure, if it has been the subject of a conviction by an irrevocable (i.e. not appealable with any means of appeal)¹ judgment for one of the following reasons:

(a) participation in a criminal organization, as defined in Article 2 of Council Framework Decision 2008/841/JHA and the crimes referred to in Article 187 of the Greek Penal Code;

(b) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of Greece or the Candidate;

(c) fraud affecting the Union's financial interests within the meaning of Articles 3 and 4 1 of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law ;

(d) terrorist offences or offences linked to terrorist activities, as defined in Articles 3-4 and 5-12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending Council Decision 2005/671/JHA or aiding and abetting, inciting and attempting to commit an offence, as referred to in Article 14 of the said Directive;

(e) money laundering or terrorist financing, as defined in Article 1 of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC;

(f) child labor and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA.

If in the abovementioned cases, the exclusion period has not been set in the conviction judgement, then it shall be deemed to be five years from the date of the irrevocable conviction.

¹ To be absolutely clear, any reference in the ESPD to a "conviction by final judgment" shall be deemed to refer to a "conviction by an irrevocable (not appealable with any means of appeal) judgment". Candidate's relevant statement in Part III. A. of the ESPD refers only to irrevocable convictions.

2. The abovementioned Grounds for Exclusion also apply where the person convicted by irrevocable judgment is a member of the administrative, management or supervisory body of the Candidate or has powers of representation, decision or control therein.

3. A Candidate shall also be excluded from participation in the present tender procedure, if the Bank is aware that the Candidate is in breach of its obligations relating to the payment of taxes or social security contributions and where this has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of Greece.

4. Furthermore, a Candidate shall be excluded from participation in the present procedure, if it can be demonstrated by any appropriate means that the Candidate is in breach of its obligations relating to the payment of taxes or social security contributions. This paragraph shall no longer apply when the Candidate has fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

5. A Candidate shall be, also, excluded from participating in this tender procedure, where it is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under national laws and regulations. If in these cases the exclusion period has not been set in by an irrevocable judgement, then it shall be deemed to be three years from the date of the act that determines the relevant event;

6. The Bank preserves the right to exclude, at any time during the procedure, a Candidate where it turns out that it is, in view of acts committed or omitted either before or during the procedure, in one of the situations referred to above.

6. SUITABILITY REQUIREMENTS

In order to be admitted to the award phase, Candidates must meet following Suitability Requirements. The Candidate must declare by way of ESPD that it complies with the Suitability Requirements set off hereafter.

6.1 Technical capability

The Candidate must be accredited by the European Central Bank (listed on the ECB Accreditation Register v. 40, 2 November 2021) under the latest standards for quality, security, environment, health and safety for the production of euro banknote paper. The Candidate is deemed not to fulfil this requirement, if a suspension decision has

been taken by the ECB against it as by the date of filling the RTP or/and the date of signing the contract, if the contract shall be awarded to it. By signing the ESDP, Candidate declares that it meets this requirement and that no suspension decision has been taken or is pending to be taken against it by the ECB, till the signing of the contract (expected within February 2022).

6.2 Financial requirements

The Candidates are to demonstrate their financial soundness by declaring in the ESDP that the Candidate is currently (as per the date of filling the RTP) operating on a going concern basis. By signing the ESDP, the Candidate declares that it meets this requirement.

6.3 Association of economic entities

In case that the Candidate is an association of economic entities, then the members of the association must individually fulfill the above mentioned Suitability Requirements.

7. BASIC TERMS OF THE CONTRACT

7.1 Delivery (Time- Place)

At least the half banknote paper quantity to be ordered is required to be in the premises of Bank of Greece Printing Works not later than the 23th week of 2022 and the whole banknote paper quantity must be in Bank of Greece Printing Works not later than the 36th week of 2022.

The time required for the delivery shall be stated from the date on which the Bank notifies the provisional supplier. The term “delivery” shall be understood to mean the date on which the shipment **arrives** at the premises of Bank of Greece Printing Works (341 Messogion Avenue, 152 31 Chalandri, Athens).

7.2 Penalty clause

The supplier shall assume responsibility towards the Bank regarding the time of delivery of paper hereunder. The supplier shall be considered to be in default, without notice or justification, upon the lapse of the last day of the time limit for partial deliveries or for the delivery of the entire quantity of paper respectively, without the supplier having actually made a shipment.

If the initial quantities or those forwarded in replacement of rejected quantities are not shipped according to schedule, the following provisions regarding liquidated damages shall apply:

- a. Shipments delayed for not more than half of the contractual time of delivery: 0,1 per cent per day.
- b. Shipments delayed for more than half and up to the full length of the contractual time of delivery: 0,2 per cent per day.
- c. Shipments delayed for more than the contractual time of delivery: 0,3 per cent per day.

The above percentages shall be reckoned on the total value of the delayed shipment.

Liquidated damages on account of the supplier's default in making due and proper shipments shall be collected through the deduction of an equal amount from the total sum of money to which the supplier is entitled under the contract. If this is not possible and the supplier refuses or is reluctant to pay liquidated damages, these shall be collected on the Bank's written instructions out of the good performance bond.

In addition to liquidated damages, the Bank of Greece shall be entitled to claim indemnity for all losses incurred as a result of delayed shipments.

7.3 Participation and Good performance Letter of Guarantee

Following the first stage evaluation, in order to participate to the second stage, participation guarantee is required.

Before the signing of the Contract, the supplier must submit a good performance letter of guarantee, issued by a credit institution or other legal entity, lawfully operating in the European Union's Member States, which has this right according to the applicable legislation, amounting 4 % of the value of the Contract. Upon submission of the good performance letter of guarantee, the participation letter of guarantee will be returned to the supplier.

The good performance letter of guarantee shall be returned to the supplier three (3) months after the final quantitative and qualitative acceptance of the entire quantity of paper supplied hereunder.

The letter of guarantee forfeits at the absolute discretion of the Bank, in whole or in part, in any case of non compliance with any term of the Contract.

7.4 Acceptance

The banknote paper of the delivery shall be finally accepted, provided that the results of quality control and printability tests are met.

Final acceptance shall be complied within three (3) months from the date on which the quantity of the paper will be delivered to the Printing Works warehouse at Chalandri, Athens.

7.5 Quantities with defects- Rejections

Quantities of banknote paper with defects (features beyond Technical Specifications) shall be rejected, causing the reversion of the sale of the said quantities.

Quantities of banknote paper rejected after printing shall be destroyed, whereas those rejected prior to printing shall be kept in the Printing Works' warehouse in Chalandri, Athens, at the disposal of the supplier who, on his own account and on his own risk, shall be required to remove them at his own expense within one month of being so notified. Should the supplier fail to do so, the rejected unprinted banknote paper shall come under the Bank's ownership at no cost.

7.6 Replacement of quantities rejected

Quantities of banknote paper rejected shall be replaced by the supplier on his own expenses within one month of being so notified. Otherwise, the value thereof shall be withheld by the Bank either from the amount due to the supplier or out of the good performance letter of guarantee, without prejudice to the provisions of chapter 7.8.

7.7 Payment

Payment shall be made in euro as follows:

- **70 per cent** against shipping documents and after provisional acceptance of the banknote paper based on the incoming quality control and the printability test via our printing machines, which shall have been done within fifteen (15) days from the arrival of the paper.
- **30 per cent** upon final acceptance of the banknote paper, within 3 months from the provisional acceptance.

Payments shall be made on issuance of the relevant invoices by the Supplier, in accordance with the foregoing.

The following shipping documents shall be forwarded for collection to the Bank of Greece, Printing Works Department, 341 Messogion Avenue, 152 31 Chalandri, Greece:

- a. A clean bill of lading to the order of the Bank of Greece, freight prepaid.
- b. A weight list in two copies.
- c. The original plus two copies of the supplier's invoice, wherein the value of the paper shall be stated.
- d. A PGP message stating the shipping details, the date of shipment, the number of cases shipped the markings and numbers on the cases, the gross and net weight of the paper, and the value of the shipment.

The supplier shall state the name and address of the Bank as well as the Bank account number to which the value of the merchandise should be remitted.

7.8 Sanctions-Premature termination of the Contract

In the event that the Supplier breaches any term of the contract or in the event of any default on the contract, and provided that the Bank does not acknowledge any grounds of force majeure (see below), the Bank shall be entitled, without prejudice to its rights under the applicable laws and the terms of the contract, to rescind the contract without paying any compensation and decide that the Supplier has forfeited the Contract, after notifying the Supplier in writing to make good the breach within a reasonable period of no more than ten (10) days and provided that the Supplier fails to take the required remedial action.

By decision of the competent bodies of the Bank, the defaulting Supplier shall forfeit, in whole or partially, the good performance letter of guarantee. The Bank may also claim compensation from the Supplier for any (actual or consequential) damage incurred due to the Supplier's default.

In this case, the Supplier shall not be entitled to any compensation for loss of profit or expenses or any other type of compensation.

If the Supplier is declared bankrupt, goes into liquidation or receivership or suspends payments, the Bank has the right to terminate the contract between the parties with immediate effect.

If the Supplier invokes inability to fulfil the terms of the contract due to force majeure, the Supplier must notify the Bank of the events constituting force majeure within no more than ten (10) days of their occurrence. Only the Bank's acknowledgement in writing of the force majeure invoked by the Supplier shall release the latter of the consequences of its default; however, in this case, the Bank shall be entitled to terminate the contract unilaterally, at no cost and without any obligation to pay compensation, within fifteen (15) days of the notification thereto of the events of force majeure.

In any event and irrespective of whether the Supplier forfeits the Contract or the performance bond, the Bank may at any time require the Supplier to make good or compensate any damage that the Bank has incurred due to the Supplier's default on the contract.

8. CONFIDENTIALITY

For the duration of the tender procedure and for an unlimited period thereafter, Candidates shall be bound not to disclose or otherwise make known to third parties or use in any manner or through any means any information relating to the Bank and shall take any lawful measure to prevent such disclosure. Moreover, the Candidates shall not proceed to any action that could damage the status, creditworthiness or reputation of the Bank.

Candidates shall not use the name of the Bank in any advertising or promotional material without the Bank's prior written consent. Such consent shall only cover the material described in the request for consent and for the agreed period only.

The prohibitions set out in the preceding sentences shall also apply to any persons acting, in any manner or capacity, as servants, agents, delegates or associates of the Supplier.

Non-compliance with confidentiality provisions shall constitute grounds for the Bank to prematurely terminate the contract at no cost. The Bank shall, also, reserve the right to claim compensation from the Candidates or the Supplier for any actual or consequential damage incurred by the Bank.

In order to take place in the award phase, the Candidates who will be invited to it will have to sign a non-disclosure agreement.

9. PERSONAL DATA

The Bank keeps on record the personal data of Candidates as data controller for the purposes of the tender procedure. Such data may be processed by the Bank using automated and/or non-automated methods for this purpose and shall not be disclosed or transmitted to any third parties other than the relevant personnel of the Bank and CosmoONE. Personal data records shall be retained for five years. To exercise your rights pursuant to Articles 15 to 21 of Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation) and the applicable Greek laws (rights of access, rectification or erasure of data, limitation of processing, objection, portability), you may contact the Bank of Greece in writing (Technical and Administrative Support Section, email dpo@bankofgreece.gr). If you feel that your rights have been violated, you may lodge a complaint with the Hellenic Data Protection Authority.

10. DISPUTE RESOLUTION - JURISDICTION

Any dispute arising from or in connection with this tender procedure and with the awarded Contract shall be resolved, in the first instance, by the relevant bodies of the Bank.

In the event that the party concerned does not accept the decision of the competent bodies, the dispute shall be subject to the exclusive jurisdiction of the Courts of Athens. Greek law shall be the applicable law.

11. ACCEPTANCE OF THE TERMS OF THE CALL

Submission of an RTP implies unconditional acceptance of all terms hereof.

The Bank reserves the right to suspend or discontinue the present tender procedure as its sole discretion, if internal or external circumstances do so require. In such an event, the Candidates shall not be entitled to any compensation of expenses, losses etc. made or incurred in connection with this tender procedure. The Bank also reserves the right to convert the procedure into a negotiated procedure, in accordance with the applicable regulations.

12. INFORMATION AND QUESTIONS ON THE SELECTION GUIDELINE

All questions relating to any aspect of this tender procedure or the Selection Guideline must be directed, in English language, to the messaging facility on <https://www.marketsite.gr/> before 22/12/2021.

The Bank has the right, at any time to issue clarifications or updated information to Candidates via the abovementioned messaging facility. This may include information prompted by a confidential query, even if the confidential query has been withdrawn by a Candidate.

Athens, 26/11/2021



Nicolaos Vassilopoulos

Director

ANNEX A

1. As evidence that there are no Grounds for Exclusion (chapter 5) and that the Suitability Requirements (chapter 6) are met, Candidates provide the documents mentioned in this Annex.

2. The Bank of Greece may request at any stage of the procedure that any Candidate provides some or all of these documents. To be absolutely clear, these documents do not have to be submitted by the Candidates on the deadline for the submitting RTPs. The Bank, however, requests that the Candidates are prepared to submit these documents, since the Bank may request their submission at any stage of the procedure, if it considers it (at its absolute discretion) as necessary. If a Candidate, that is requested to provide these documents, fails to do so, it shall be excluded from further participation in the tender procedure.

3. To prove that there are no Grounds for Exclusion, Candidates submit following documents:

As regards chapter 5 paragraph 1 (a)–(f), the production of an extract from the relevant register, such as judicial records or, failing that, of an equivalent document issued by a competent judicial or administrative authority in the Member State or country of origin or the country where the Candidate is established showing that the requirements mentioned in chapter 5 paragraph 1 (a)–(f) have been met. The Candidates have to submit the same documents for persons mentioned in chapter 5 paragraph 2. These documents must have been issued up to three months before their submission.

As regards chapter 5 paragraphs 3–5, a certificate issued by the competent authority in the Member State or country concerned, which is valid or, if it does not state its validity time, it has been issued up to three months before its submission.

Where the Member State or country in question does not issue such documents or certificates, or where these do not cover all the cases specified in chapter 5, they may be replaced by a declaration on oath or, in Member States or countries where there is no provision for declarations on oath, by a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade body, in the Member State or country of origin or in the Member State or country where the Candidate is established. The competent authorities provide, where relevant, an official declaration stating that the documents or certificates referred to in this paragraph are not issued or that they do not cover all the relevant case.

4. To prove that the Suitability Requirements are fulfilled Candidates provide:

As regards chapter 6.1, a certificate issued by the ECB that no suspension decision has been taken by the ECB against the Candidate, issued up to 30 days before its

submission. In any case, if the candidate is suspended, there shall not be any contract award.

As regards chapter 6.2, one or more of the following references:

(a) appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;

(b) the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the Candidate is established;

(c) a statement of the undertaking's overall turnover for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the Candidate started trading, as far as the information on these turnovers is available.

Where, for any valid reason, the Candidate is unable to provide the references a-c, it may prove its economic and financial standing by any other document which the Bank considers appropriate.

5. If the Candidate is a legal person, it must also provide proof of its legal representation.

6. The documents are submitted in Greek or with an official translation in Greek.

7. If the Candidate is an association of economic entities, the means of proof referred to in this Annex must be provided for each member of the association.