

Providing clarifications on questions submitted by an interested economic operator concerning the terms of the Open Competition for Tenders for the project: "Supply, Implementation and Installation of: "(a) Intra-Enterprise Financial Operations Management System (b) Credit Insurance and Surety Bonds/Guarantees Management System and (c) Customer Relations Management System for the Export Credit Greece S.A." Year 2023, with the notice number 1/2023 (ID: ΨΖ5ΛΕ-ΜΙΚ).

Requests for clarifications submitted, via e-mail, by an interested economic operator concerning the terms of the tender No. 1/2023 Open Competition for Tenders, for the project: "(a) Intra-Enterprise Financial Operations Management System (b) Credit Insurance and Surety Bonds/Guarantees Management System and (c) Customer Relations Management System for the "Export Credit Greece S.A.", the following clarifications are provided, in accordance with the provisions of paragraph 2.1.3 of the above-mentioned tender notice.

Question 1: "Chapter 5.2.3. Compliance with Guaranteed Level of Service - Clauses" and "Chapter 3. Compliance with guaranteed level of service - Claims'. As the distinction between a "failure" and a "malfunction" as described in the above paragraph is not clear to us, please clarify it by providing relevant examples:

Question 1a: What instances of failure of part or all a discrete software/application module do you consider having a direct and negative impact on system availability and/or performance?

Answer 1a: The cases in which the provision of the Export Credit Greece S.A. services becomes impossible (system down of the system or of a subsystem).

Question 1b: Which cases of failure of part or all a discrete software/application module do you consider not to affect the availability directly and negatively and/or performance of the system? An illustrative example that we can cite is: is the inability to export a printout of e.g., a document, which is entered into the system but cannot be printed due to a spooler failure, resulting in a failure to complete the sale considered a "failure" or "malfunction"?

Answer 1b: Cases in which the provision of the services of the Export Credit Greece S.A. is hampered but nevertheless not rendered impossible. The above example is considered as malfunction.

Question 1c: Please clarify that the cases of "malfunction" or "failure" do not include third party infrastructures on which the provided information system has been implemented (e.g., Cloud services, SaaS, PaaS, etc.)

Answer 1c: It is clarified that the cases of 'malfunction' or 'failure' do not include the third-party infrastructures on which the information system provided has been implemented.

Question 1d: Please consider amending the unavailability clause rates as follows:

- 0.02% of the contract price of the unit/section that is out of service
- 0,1 % of the current annual maintenance cost of the whole system for each additional hour of failure (unavailability) / malfunction, if it is within the CIP, or half of the above calculated amount if the hour is outside regular hours of coverage.
- 0,01% of the contract price of the unit/section that is out of service
- 0,05% of the current annual maintenance cost of the whole system for each additional hour of failure (unavailability)/malfunction, if it is within the CIP, or half of the above calculated amount if the hour is outside regular hours of coverage.

Answer 1d: This question is a request to amend the terms of the Call for Tenders and is not acceptable.

Question 2: Regarding the reference in the relevant paragraph (p. 56 and 105) that: 1) A system/subsystem/service is considered totally unavailable if even a small part of the functionality it provides is unavailable. Please consider categorizing unavailability into the following categories: Very High - High - High - Medium - Low and by extension the system/subsystem/service should be considered totally unavailable only in cases of failures of severity "Very High".

Answer 2: It is clarified that a system/subsystem/service is considered as totally unavailable when even a small part of it hinders its functionality in the sense that it becomes impossible to provide the services of the Export Credit Greece S.A. In other cases where the provision of the services of the Export Credit Greece S.A. is hindered without becoming impossible, the system/subsystem/service is not considered as totally unavailable.

Question 3: Regarding what is defined in paragraph 5.1 Method of payment of the contract notice, please clarify in a case where a commercial software manufacturer follows a pricing policy of direct invoicing to the end customer and this manufacturer does not participate in the team's organization chart of the candidate contractor, will the direct invoicing of the licenses, the cost of which will be explicitly mentioned in the financial offer, be acceptable from the Company's (Export Credit Greece S.A.) side.

Answer 3: It is clarified that in cases where a commercial software manufacturer follows a pricing policy that provides for direct billing to the end customer and the manufacturer in question does not participate in the scheme of the candidate contractor, it is acceptable to invoice the licenses directly to the Export Credit Greece S.A. with a corresponding reduction of the contract price by the equivalent cost of the licenses as separately indicated in the Contractor's Financial Offer, provided that this cost does not exceed 30% of the Contractor's Financial Offer.

Question 4: Regarding the provisions of paragraph 5.1.1 (a) Method of payment of the tender, please confirm that this paragraph means that the whole (100%) of the price will be

paid upon final acceptance. However, in all individual phases of the project, upon completion / acceptance of each phase / deliverable, there will be a corresponding invoicing as explicitly described in the Financial Offer.

Answer 4: It is clarified that the Contractor will be able to invoice and get paid for the individual discrete Deliverables which/that are included in each phase of the Project provided that they have been priced separately in its Financial Offer and given the fact that the relevant Phase of the Project has been completed/executed in accordance with the terms of the Tender and the Contract's execution terms.