

**Subject: #4** Reply on clarifications requested from bidders for the TED 137/2025 for the supply and commissioning of two (2) mobile harbor cranes for ThPA S.A.

**Question #1:** “9. Termination of Contract The Buyer reserves the right to terminate the contract at any time and without compensation, by giving notice to the Seller in writing, the effects of which will take effect immediately on receipt of the notice of termination. The Buyer also reserves the right to exercise any other right granted to it by the law “

What we need you to clarify is, in case of termination by the Buyer for convenience or for reasons not attributable to the Seller, kindly confirm that :

- (a) the Seller will be compensated for all completed or partially completed works, materials ordered or manufactured for the project, and all documented non-recoverable costs, and
- (b) the Advance Payment will not be called and the Performance Guarantee will be released after settlement.

Please also clarify that the term “without compensation” refers only to exclusion of loss of profit and not to payment of work already executed, as the machinery is solely tailored and customized to the buyer’s needs.

**ThPA reply:** According to the article 14.2 of the RfP text, the seller will be able to suggest amendments on the contract terms stated in the RfP.

**Question #2:** “2.5 Qualitative Selection Criteria “All Participants shall submit the list of attached Annex 7 (Experience table based on sales of same or similar machinery) herein with details of sales (type & operating weight, year, selling units, buyer) for the same or similar machinery type for at least the last three years (2022-2023-2024) in the European Market. “

Can you please accept a list of similar machines sold globally instead of, only, European Market?

**ThPA reply:** The specific point cannot be changed.

**Question #3:** I would kindly ask you, due to technical reasons, to extend your deadline for the Submission of Bids for the "Supply and Commissioning of Two Mobile Harbor Cranes", for a few days, or to the very beginning of the new year 2026?

**ThPA reply:** The extension on submission period is not accepted due to the lack of sufficient justification.

**Question #4:** Further to your clarification concerning Article 11.1.4 of the RfP, could you kindly provide us with the English version of Law No. 4522/2018 (Government Gazette A' 39/07.03.2018), in order to facilitate the review by our legal department.

**Question #5:** In your Tender Specifications in the commercial part, you are referring to the "Concession Agreement", could you please indicate what exactly is meant by that and or provide an English version of the below?

Article 8.2 and 11.1.4

"The Participant has taken note and accepts the Concession Agreement between the Hellenic Republic and the Buyer (Law No 4522/2018 Government Gazette 39 A'/07.03.2018, as currently in force)"

**ThPA reply for question #4 & #5:** The requested text is provided as attachment in the same clarification. Text is included in Greek and English version.