

Clarifications 20/1/2026

RfP “Strategic Advisory Services for the Central Markets and Fisheries Sector”

1. While the RFP defines an overall project duration of three (3) months and indicates timing for milestones and deliverable submissions (section 3.1), can you confirm whether it would be acceptable for the advisor to propose slightly updated timing of intermediate milestones and deliverables submissions (e.g., not strictly at one-month intervals after completing a specific stage), provided that the overall three-month project duration is fully respected? – **Yes as long as the total of three months is respected**
2. Can you please confirm whether the solemn declaration regarding the grounds for exclusion under Regulation (EU) 2022/576, amending Regulation (EU) No. 833/2014 on restrictive measures in view of Russia’s actions destabilizing the situation in Ukraine (L 111/1), is required only from the successful economic operator and not as part of Dossier A at the RFP submission stage? If this declaration is required at the RFP submission stage, can you please clarify whether it should be signed only by the economic operator or also by the entities on which the economic operator relies? - **Confirmed, as per article 11 of the RfP.**
3. With reference to Section 6.2.iii of the RFP, which states that “Interested Parties are to use the Financial Proposal Template included in Annex III herein,”. Can you confirm that the intended reference is Annex II (Financial Offer Template) – **Yes its Annex II.**
4. In the project catalogue requested under Section 4.2.3.1, could you please clarify how “Participation percentage” should be interpreted? Should this reflect the bidder’s share of the contract value in case of subcontracting?
The table shall contain projects as per the experience requirements of the RfP. The participation percentage refers to the information whether the candidate executed the 100% of the project or a part / percentage of the contract (for example under a subcontracting agreement).
It is a different issue the requirement described in the RfP for the candidates as per 4.3.2.4 of the RfP, to indicate the part of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors, if any. Such latter requirement concerns the object of the RfP and not the prior experience requirement.
5. Is our understanding correct that in the event of award we will sign the framework contract with GrowthFund and afterwards a separate Individual contract with each of the companies – OKAA, KATH and GrowthFund?
That is correct.
6. Is our understanding correct that the individual contracts shall be based on the contract template shared (annex 3)?
Annex 3 refers to the terms of the framework agreement with Growthfund. The individual contracts shall refer to the terms of the framework agreement and additional terms shall be included in relation for example to the fee corresponding to each company, details in relation to delivery, etc.
7. Is the contracting authority open to further discuss the terms and conditions (in a way that is not conflicting with the tender requirements and T&Cs) of the framework contract in the event of award?
The terms of annex 3 should be part of the framework agreement.

8. Similar to the above, are OKAA and KATH open to open to further discuss the terms and conditions (in a way that is not conflicting with the tender requirements and T&Cs) of the framework contract?

The terms of annex 3 cannot be altered.

9. Can the contracting authority confirm that, in the event of award, the Supplier's background IPR are protected? This would mean that only the specifically developed intellectual property rights related with the deliverables are transferred to the contracting authority but the supplier will keep all background intellectual property rights including retaining ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of the project/services.

Confirmed, as long as the terms of annex 3 are not amended (and thus the corresponding rights for Growthfund/ Growthfund portfolio companies shall be effective as described), the confidentiality, data protection and intellectual property rights of Growthfund-portfolio companies are preserved.

10. Can the contracting authority confirm that it is open to include a liability cap and that neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages?

The terms of annex 3 cannot be altered.