

## Clarification Note #10

EUSPA internal reference: 321992

**Procurement procedure: EUSPA/OP/16/25 (EUSPA/PRG/2026/OP/0003)**

**Title: 'Administrative support services to EUSPA'**

**Question #56:** According to Czech legislation (Section 309(5) of Act No. 262/2006 Coll., the Labour Code), agency workers assigned to a client must have the same or comparable working and wage conditions as the client's own employees performing the same job. The information you provide will be used to ensure compliance with this legal requirement and to set appropriate conditions for the agency workers assigned to your company. Please complete the table/form attached with information about the working and wage conditions for a comparable employee in your company who performs the same or similar work.

**Answer #56:** The present tender is for procurement of administrative support services. The scope of tender does not concern staff leasing, as specified in the Tender Documentation. Please refer to the following provisions:

- The Tender Specifications clearly define the subject matter of the contract as the "provision of in-house ... administrative support services", that is, the provision of administrative support services (section 1.2 *Purpose* and section 1.3 *Technical Specifications*). The documentation describes the catalogue of administrative services to be performed for the Contracting Authority, but it neither creates nor envisages an employment relationship between the Contracting Authority and the persons designated by the contractor to perform those services.
- It is clear that the service providers are to perform their tasks under the operational direction of the Contractor. Pursuant to Article II.2.7 of the draft FWC *"The Contractor is responsible for the Service Providers who carry out the services and exercises its authority over its Service Providers without interference by the Contracting Authority. The contractor must also inform its Service Providers that they **may not accept direct instructions from the Contracting Authority** and (...) their (service providers') participation in the provision of the services does **not result in any employment or contractual relationship with the Contracting Authority.**"*
- This is further confirmed in Clarification Note #4. In Answer #13 (#86133 in F&T portal), the Contracting Authority clarified that the EUSPA project officer is to liaise with the Contractor's project officer with regard to day-to-day arrangements, and that any such arrangements must remain in line with Article II.2.7 of the FWC and the provisions concerning compliance with labour law. In Answer #15 (#86135 in F&T portal), the Contracting Authority also stated that ensuring the quality of the services provided is the responsibility of the contractor. In Answer #16 (#86136 in F&T portal), it was further clarified that annual leave and other absences of the Service Providers are to be managed by the contractor as their employer or prime contractor, while EUSPA purchases a service rather than the work of specific individuals as its own staff.

- In particular, Article 6.1 of the draft Specific Contract states that the contractor *“represents and warrants that the execution of the services ... do not represent nor can be interpreted as the provision of interim workers’ services for any purpose under the applicable law.”* The contractor also assumes full responsibility for the compliance of the service delivery model with the applicable law and confirms that it has taken the applicable legal requirements into account when preparing its tender.
- In addition, the last paragraph of Article I.6.1 of the draft FWC provides that payments made by the Contracting Authority are payments for the provision of services and do not constitute salary payments or any substitute thereof, while the payment of salaries to the Service Providers remains the sole responsibility of the contractor. This is also confirmed in Clarification Note #9, Answer #52 (#87812 in F&T portal), which makes clear that the remuneration of the Service Providers is determined exclusively by the contractor and that payments made by EUSPA are payments for services, not salary payments.
- While the documentation provides for the performance of the services on-site at EUSPA premises and for certain logistical arrangements concerning presence and working space, this does not alter the legal nature of the relationship. Article I.11.5 of the draft FWC expressly states that *“Any Service Provider working on Contracting Authority premises shall remain fully under the responsibility of the Contractor’s supervision and its responsibility as employer. Any working area at the Contracting Authority site is purely provided for ease of service provision and does not replace that Service Provider’s workplace with his/her employer. Any Service Provider working at Contracting Authority premises is expected to coordinate, in terms of logistics and working time, with the needs and working hours of the Contracting Authority.”*
- Importantly, Article I.11.1 of the draft framework contract expressly provides that: *“No contract of employment shall be established between the Contracting Authority and the Service Provider providing services under Specific Contracts.”*, and it further states that: *“It shall be the Contractor’s sole duty and responsibility to ensure that no employment relationship between the Contracting Authority and the Service Provider providing services is ever construed, argued or claimed.”*

**Question #57:** Please clarify which security clearances are required: NBU classified or/and NBU sensitive?

**Answer #57:** The applicable security clearance requirements are those expressly set out in the procurement documents. For Lot 2, classified administrative support must be provided by resources holding a valid Personal Security Clearance (PSC) at SECRET UE/EU SECRET level, issued by the national security authority of an EU Member state, and such clearance must be maintained throughout contract performance. In addition, for Lot 2, compliance with requirement.

**Question #58:** Will the EUSPA service providers' supervisor inform the supplier about the quality of the work performed if the supplier does not have access to EUSPA's premises and internal systems? How often will feedback on the quality of work be provided to individual service providers?

**Answer #58:** see Clarification Note #4, Question #13 (#86133 in F&T portal) and Question #15 (#86135 in F&T portal).

**Question #59:** How does EUSPA envisage the supplier checking the quality of the work performed by service providers if the supplier does not have access to EUSPA's premises and internal systems? Will the outputs of the service providers' work (e.g., correspondence, presentations, reports) be made available to the supplier so that the supplier can adequately check and evaluate the quality of the work performed?

**Answer #59:** see Clarification Note #4, Question #15 (#86135 in F&T portal) and Clarification Note #7, Question #36 (#86783 in F&T portal). The contractor remains responsible for checking and ensuring the quality of the services provided by the Service Providers and must implement its own quality-control measures. However, the procurement documents don't envisage granting the Contractor's project manager access to EUSPA internal systems for quality-control purposes.

**Question #60:** I would appreciate some advice regarding the file "Annex I.J – Criteria for Assessing Participation Conditions, Part 2\_V1." Unfortunately, it is not working properly, and we are unable to run the macros. As instructed, we sent a request for technical support to [tenders@euspa.europa.eu](mailto:tenders@euspa.europa.eu) on March 5, 2026, but we have not received a response to date. Could you please check this and, if necessary, provide a new file?

**Answer #60:** See Clarification Note #2, Question #6 (#85362 in F&T portal), and Clarification Note #5, Question #26 (#86286 in F&T portal).