



Clarification Note #4

EUSPA internal reference: 321366

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

Title: 'Administrative support services to EUSPA'

Question #11: It is our understanding that performance of support services itself pursuant to FWC and/or Specific Contract is provided by individual Service Providers that are employees (preferably) or subcontractors of the Contractor. Please confirm.

Answer #11:

It is up to the bidders to choose what would be their formal arrangements with the service providers (e.g. employment contracts, use of self-employed person). See section 5.1.1 of the Tender Specifications regarding the status of the consultant in the frame of the tender.

Question #12: Please specify the regular place of performance of support services under Specific Contracts (i.e. whether it shall be Contractor's premises or EUSPA's premises). The place of performance of services is important for proper calculation of Tenderer's costs relating to performance of FWC via Specific Contracts and fair conditions of the Tender resulting therefrom.

Answer #12: The place of performance will be at EUSPA premises – see section 3.2.3 of the Tender Specifications.

Question #13: Please explain who shall assign the specific working tasks and operative instructions to the individual Service Providers performing the Specific Contracts on a day-to-day basis and during the 8 hours "manday" work shift.

Answer #13: The EUSPA project officer shall liaise with the Contractor's project officer with respect to the day-to-day arrangements that will be put in place.



EUSPA may nominate supervisors of each department to specify /particularise the tasks and services to be performed by the respective Service Providers. Any such arrangement shall be in line with the provisions of Art. II.2.7 of the 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 inform its Service Providers that:

- a) *they may not accept any direct instructions from the Contracting Authority; and*
- b) *their participation in providing the services does not result in any employment or contractual relationship with the Contracting Authority*

and Article 11 (*Compliance to the Labour Law*).

Question #14: Please let us know which specific working tools, computers, printers, scanners and other equipment (including ICT) for performance of administrative support services shall be arranged by the Contractor on his costs or which of these tools etc. shall be arranged by EUSPA. This information is crucial for proper calculation of Tenderer's costs relating to performance of FWC via Specific Contracts and fair conditions of the Tender resulting therefrom.

Answer #14: All necessary ICT equipment, such as computers and printers, will be provided at the EUSPA premises.

Question #15: Please let us know who shall provide the monitoring and management of proper performance of services performed under the Specific Contracts on a day-to-day basis and during the 8 hours "manday" work shift.

Answer #15: The ensuring of the quality of the services, provided by the service providers is a responsibility of the Contractor. Any measures undertaken in this respect are to be implemented by the Contractor. The costs for the quality control to be performed by the Contractor are to be part of the proposed "man-day rates" (see Art. I.4.1.4). If the provided services are of unsatisfactory quality, the Contracting Authority may request change of the Service providers (Art. I.18.2).



Question #16: A replacement of individual service providers is subject to request of Project Officer of EUSPA or prior ample approval of the same. Please advise how the annual leave and/or legal leave (e.g. sickness, parenthood leave etc.) of individual Service Providers shall be managed and whether the costs relating thereto are born by EUSPA or by the Contractor with no reimbursement from EUSPA. This information is crucial for proper calculation of financial conditions of the Tender submission.

Answer #16: Annual and/or legal leave of Service Providers shall be managed by the Contractor as their employer or prime contractor. Via the signature of specific contracts EUSPA shall be purchasing services provision and it is up to the contractor to make available sufficient resources (service providers) so that the service is delivered without interruptions as provided in the Specific Contract.

Question #17: How many Specific Contracts (in general whether few, dozens or hundreds) is expected to be concluded each year of the duration of FWC. This is important mainly for proper calculation of our administrative overheads costs for the Tender submission.

Answer #17: The expectation is below 10. Still, it is up to the contracting authority to issue service request, as per its needs (see Art. I.3.3); the *“signature of the FWC imposes no obligation on the Contracting Authority to conclude any Specific Contracts for the purchase of any services from the Contractor and nothing in this agreement shall be interpreted or construed as a commitment to the entire amount of the FWC”* (Art.I.1.12).

Question #18: It is our understanding that in relation to third parties (in case such case occurs) the performance of Administrative support services under FWC and Service Contracts shall be deemed as service provided in the name and on behalf of EUSPA. Please confirm.

Answer #18:

No provision of services to third parties is foreseen. See also Art. II.2.6 of the FWC.