

CORRIGENDUM NO 2

Title of Procedure: “Administrative support services to EUSPA”

Reference: EUSPA/OP/16/25

(WFID: 321862)

1. 3. Section 2.1 of the Tender Specifications is modified as follows:

2.1 - Timeline

Table 1: Procurement Timetable is modified as follows:

Timetable	Date	Comments
Launch of the procurement process – submission for publication of Contract Notice to the Supplement to the Official Journal of the EU	26/01/2026	All documents of the Invitation to Tender available at: Funding & Tenders Portal and EUSPA website 58671-2026 - Competition - TED
Deadline for requests for clarifications	13/06/2026 ^{Corr.1} 24/03/2026 ^{Corr.2}	Clarification requests to be submitted only via the Funding & Tenders Portal (see above).
Last date on which clarifications may be issued by EUSPA	17/10/2026 ^{Corr.1} 26/03/2026 ^{Corr.2}	All clarifications will be published at the Funding & Tenders Portal (see above)
Deadline for submission of tenders	23/16/03/2026 ^{Corr.1} at 01/04/2026 17:00 (CET) ^{Corr.2}	According to conditions of submissions set out in section 15.7 of these Tender Specifications.
Opening session and start of evaluation process	31/17/03/2026 ^{Corr.1} at 11:00 (CET) ^{Corr.1} 07/04/2026 11:00 (CET) ^{Corr.2}	As per section 15.8 of the present document.
Completion of evaluation	05-06/ May- June ^{Corr.2} 2026 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
Award	05-06/ May- June ^{Corr.2} 2026 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
Estimated start of implementation of the Contract	07/2026 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.

2. Section 3.3 of the Tender Specifications is amended as follows:

Tenderers are required to assess the risks possibly deriving from the applicable national law and EU/national case law concerning transfer of undertakings in relation or in connection with the succession in the contracts for classified and unclassified administrative support, as listed in Section 1.2 of this document, between the Incumbent Contractor and the Contractor, when different entities. Tenderers are requested to address the risk and clearly identify the related envisaged financial consequences providing in their financial proposal (Annex I.F.1 per Lot):

- (i) a maximum stand-alone amount corresponding to the estimate of the possible financial consequences stemming from the materialisation of such risk; and
- (ii) the main elements, assumptions and justifications underlying that estimate from a legal and financial standpoint.

The amount referred to above, indicated separately in the Financial Proposal as a stand-alone amount, shall **NOT** form part of the unit prices, and man-day rates, nor be included as a risk margin or any other price component of the offered tender prices.

Any payment from the Contracting Authority, within the limits of the maximum amount indicated in the financial offer, shall not form part of the payments for the delivered services during the contract implementation and shall be subject to the fulfilment of the conditions set out in the draft contract (Article 11a) under Annex II to the Invitation to Tender. Notwithstanding the foregoing the maximum amount has to be considered as part of the ceiling amount of the Framework Contract.

~~Tenderers are required to assess and undertake the risks possibly deriving from the applicable national law and EU/national case law concerning transfer of undertakings in relation or in connection with the succession in the contracts for classified and unclassified administrative support, as listed in Section 1.2 of this document, between the Incumbent Contractor and the Contractor, when different entities.~~

~~EUSPA reserves the right to further discuss aspects and risks related to the applicability of the transfer of undertakings applicable national and EU law and case law in the course of the contract execution. Page 16 of 68 EUSPA/OP/16/25 Annex I – Tender Specifications EUSPA intends furthermore to neutralise, for evaluation purposes, the possible financial impact associated to this risk.~~

~~Tenderers are informed that they will be requested to address the risk and clearly identify the related envisaged financial consequences as a stand-alone amount in their financial proposal (Annex I.F.1 per Lot).~~

~~EUSPA shall have the right to recover or setoff from the last payment/s under the contract the funds allocated to the management of this risk, should it not materialise as a result of the award and execution of the contract.~~

3. Section 12.2.1 of the Tender Specifications is amended as follows:

The “Total Tender Evaluation Price” shall NOT include the maximum amount indicated by the Tenderer in relation to transfer of undertakings risk in accordance with Section 3.3 above. That amount is not part of the financial evaluation of the tender and shall serve exclusively for compensation of the future contractor, should the Transfer of Undertaking risk materialize.

~~The “Total Tender Evaluation Price” does not include the financial impact of transfer of undertakings risks (if any) (see Section 3.3 above).~~

3. In Annex II – Draft FWC, Article 11a has been added as follows:

ARTICLE I.11a – TRANSFER OF UNDERTAKINGS RISK

I.11a.1 The Contractor’s tender (Annex II.III to the Contract) provides for the maximum amount to which he may be exposed, in case the risk of Transfer of Undertakings, as described under section 3.3 of the Tender Specifications (Annex II.II to the Contract of the Tender Specifications, materialises upon the signature and during the implementation of the Contract, as provided in section).

I.11a.2 Should the Contractor incur financial consequences stemming from claims raised against him by reason of a Transfer of Undertakings having occurred in relation or in connection with the subject matter of this contract, the Contracting Authority undertakes to hold the Contractor harmless from such financial consequences, up to the concurrence of the amount under Article I.11a.1, and subject to the following conditions:

- (a) The Contractor has notified the Contracting Authority about the claim, and its proposed defense strategy, providing:
 - a. The request/pleas from the incumbent contractor/s, including all its details and supporting documentation
 - b. The Contractor’s assessment of the relevance of the request/plea and justification thereof and estimation of the amount attributable to the materialised risk, containing:
 - i. a description of the event, claim, procedure or circumstance giving rise to the requested reimbursement and the relevant legal and factual grounds;
 - ii. a detailed assessment of the amount requested, broken down by person and by cost item;
 - iii. any other relevant information substantiating the claim
 - c. regular updates on the development of the claim
- (b) the Contractor has consulted EUSPA on the defense strategy and took into account the inputs received by the latter
- (c) The Contractor has not upheld any claim originating from or related to the transfer of undertakings, nor acknowledged any liability or waived any defence or concluded any settlement or otherwise disposed of the matter without EUSPA’s prior written approval.
- (e) the Contractor has involved the Contracting Authority in any discussion with the incumbent, concerning the transfer of Undertaking

I.11a.3 EUSPA may request additional documents or information, necessary to assess the request.

I.11a.4 The hold harmless obligations under Article I.11a.2 will be limited to amounts which:

- (a) arise directly from the risk referred to in paragraph 1;
- (b) are supported by the documents referred to in paragraphs 2 and 3 or any other evidence of the paid related costs;
- (c) do not result from any act, omission or breach of contract by the Contractor, its subcontractors, personnel or other persons for whom the Contractor is responsible; and
- (d) have not already been included in the Contractor's prices or otherwise remunerated under the Contract;
- (e) are not based on a settlement concluded without EUSPA's prior written approval.

I.11a.5 The Contracting Authority hold harmless shall be limited to the amount legally due or actually paid by the Contractor and shall in no event exceed the maximum amount set out in paragraph 1 above.

4. Annex of Annex I.F.1 – LOT 1 and LOT 2– Financial Table for Evaluation Purposes, are modified to reflect the updated version of the Draft FWC.

Attachment to Corrigendum #2:

1. Updated version of the Tender Specifications after Corrigendum 2
2. Updated version of the Draft FWC after Corrigendum 2
3. Updated version of Annex I.F.1 – LOT 1 and LOT 2– Financial Table for Evaluation Purposes after Corrigendum 2