

Clarification Note #6

EUSPA internal reference: 325681

Procurement procedure: EUSPA/OP/19/26 (EUSPA/PRG/2026/OP/0011)

Title: 'Administrative support services to EUSPA'

Question #25: Lot 1 / SC1. In Appendix A (after Corrigendum 1), 29 rows show column M (total effort) different from column L x column K. For Tasks 1.4 and 2.2, M is exactly twice L x K; for Tasks 5.1, 5.2 and 5.3, exactly 1.5 times. Example: deliverable 1.4.2 gives L=20, K=6, M=240, but $20 \times 6 = 120$. Table 1 of Annex I.J.1 is aligned with M, not with L x K. This affects the price: in Annex I.F.1 each PDM deliverable is priced as column G x rate x column J, and J is pre-filled by the Agency per column K. Entering L in column G prices 18201.60 hours for SC1, against 19518.64 hours per column M and Table 1: a difference of 1317.04 hours per Specific Contract. Lot 1 / SC2 and Lot 2 / SC1 are consistent. Please clarify: 1) is the indicative effort L x K or M? 2) If M, will a corrected Annex I.F.1 be issued, or should tenderers enter M divided by K in column G? In that case, please confirm this counts as compliance with the indicative effort, not as an alternative effort to be justified under Q1.

Answer #25 See Clarification Note#5, question 21 (#101672 in F&T Portal).

Question #26: Lot 1 / SC1, SC Task 2.4 (Deliverable on Demand mode). Table 1 of Annex I.J.1 indicates 411 person-hours, whereas Appendix A (version after Corrigendum 1) and the pre-filled, non-modifiable cell of Annex I.F.1 both indicate 441 person-hours. Please confirm which figure applies for the preparation of the technical and financial offers.

Answer #26: The correct number is 441 person-hours; the 411 person-hours mentioned in Annex I.J.1 was a clerical error. Please refer to Corrigendum 3. The number in the Financial proposal template (Annex I.F.1) is correct and therefore Financial proposal template (Annex I.F.1) remains unchanged.

Question #27: In order to set a plan for 20% subcontracting, it is necessary to quantify the individual activities as percentages. This is not clear from the request for proposals. We therefore request a breakdown of the scope of the individual tasks. We assume that the current contractor is familiar with this and would have an advantage.

Answer #27: Please refer to section 5.2 of the Tender Specifications that provides that: *"For the purpose of evaluation, the target share of subcontracting as referred above shall be considered in relation to the total Tender price calculated based on the indicative evaluation scenario (for SCs to be concluded)".* Details available at the time of the tender launch in relation to the tasks can be found in **in section 3.1 of the Tender Specification and the Terms of references for the specific contracts (Annexes I.J1 and 2 and their Appendixes)** . The contract to be signed as a result of this procurement

is a Framework contract, as the precise share of the various tasks at the time of the tender launch may not be established.

The services, subject matter of the FWC to be signed under this procurement cover the new evolved needs of EUSPA, and are to be delivered under substantially different modalities – planned or on demand deliverable mode, from the contractors' premises for the unclassified part.

In the tender documentation EUSPA provides all necessary details for the services, available at the time of the tender launch, including exhaustive list of deliverables that may be requested in the frame of the FWC implementation and the indicative time of their production.

Therefore, the Agency is of the opinion of having implemented any reasonable and proportionate measure to possibly neutralize any inherent competitive advantage of the incumbent bidder, in compliance with the principles established by Case Law.

Question #28: What equipment do service providers as well as the Contractor use? Please provide a list of equipment requested for proper performance of services under FWC; we assume that the current supplier is familiar with it and would have an advantage. In particular: Laptops and whole ICT infrastructure —what are the minimum required specifications? Telephones, including plans and data allowances. Are international calls outside the EU permitted? Are certain apps prohibited?

Answer #28:

Please see sections 3.1.4, 3.3.7 and 3.4 of the Tender Specifications, the requirements described in Annex I.M.1, as well as Art. I.20 of the draft FWC. No international calls are foreseen, and no software and/or hardware prohibited for use in the EC/ EU or its member states shall be used, in the frame of the FWC implementation. See also Clarification Note#5, question 18 (#101669 in F&T Portal), and the second part of the answer to question 27 in Clarification Note#6 (#101678 in F&T Portal).

Question #29: The request for proposals states that visits by providers to EUSPA's premises will take place at EUSPA's request. How often do these visits occur on a weekly, monthly, or annual basis? And what percentage of providers will be subject to these visits? We assume that the current supplier is aware of this and would have an advantage.

Answer #29: See Clarification Note#1 question 1 (#98400 in F&T Portal). Exceptionally insignificant number of visits of service providers to EUSPA premises may be requested. See also the second part of the answer to question 27 in Clarification Note#6 (#101678 in F&T Portal).

Question #30: Will the service providers act with legal effects vis-à-vis third parties within the performance of the contract? Will Service provider act in their own name, on behalf of the contractor, or on behalf of EUSPA? Do they sign and act on behalf of EUSPA or on behalf of the winning contractor? For example, according to Task 1 of 3.1.1. (Service Description) of Tender Specification, the purchase orders shall be processed within the performance of the contract, and furthermore, according to Task 4 of the same, the travel and accommodation bookings including flight tickets shall be made within

performance of the contract. In connection with the latter, please let us know whose payment instruments such as credit cards shall be used for such bookings made via platforms such as Booking.com, etc.

Answer #30: Pursuant to Art. II.2.5 of the draft FWC, the Contractor shall neither represent the Contracting Authority nor behave in any way that would give such an impression. The same applies to the Service Providers. They shall act on behalf of the Contractor, and at all communications indicate that they are external EUSPA contractors. Payments for bookings requested by EUSPA shall be made through instruments that will be made available to the Contractor by EUSPA.

Question #31: Shall the Service Providers operate exclusively on a paperless basis? Or will they also use paper? If paper is required, please specify whether they will use the supplier's letterhead or EUSPA's letterhead. This relates to the need for printers, toner cartridges (including color toner, if applicable), and annual paper consumption. Please specify the annual volume of these items if the service cannot be provided in a strictly paperless manner.

Answer #31: The service providers shall operate exclusively on remote paperless mode. The Contractor is not expected to submit any deliverables or other documentation to the Contracting Authority in paper form. Unless exceptional visits are requested by the Contracting Authority in order to deliver certain deliverables in paper form, EUSPA shall provide the necessary equipment and supplies, incl. printers, paper and other related materials in the EUSPA premises.

Question #32: How will the records be archived? Will it be exclusively electronic archiving?

Answer #32: Filing of documentation is primarily executed in electronic archives. In the exceptional case when the physical presence of a service provider is necessary to archive printed documents, this will be handled through a request for a visit/ mission at EUSPA premises, as per the draft FWC provisions.

Question #33: Substantial portion of the activities performed under the contract is of a basic, support nature, responding to the EUSPA's immediate operational requirements. On the other hand, any communication between EUSPA and the service providers only takes place through a Contract Manager (CM) appointed by the Contractor. However, given the nature of the work, it is clear that such organization of activities is extremely impractical, it will more closely resemble agency employment—that is, direct communication and the work task assignment between EUSPA and the service provider. Is it not a case of hidden agency employment disguised as outsourcing? How many working hours are estimated for a CM, and how many CM need to be available in order to fulfil the contract? We do not want an answer stating that it depends on our decision; we are interested in what the requirements are, given that a similar contract is currently underway at EUSPA and the current contractor must have this information.

Answer #33: See Clarification Note#5, question 20 (#101671 in F&T Portal). As provided in section 3.1.8 of the tender specifications: "*The Contracting Authority shall not issue direct instructions to individual Service Providers. The Contractor shall remain responsible for the organisation, management and supervision of its Service Providers and for ensuring that any communication received from the Contracting Authority is appropriately implemented*". The hours dedicated to the organization, management and supervision indeed will depend on how the tenderer structures its proposal and decides to organise the work on the contract. See also the second part of the answer to question 27 in Clarification Note#6 (#101678 in F&T Portal).