



European High Performance Computing Joint Undertaking

## **GENERAL INVITATION TO TENDER**

***EUROHPC/2023/CD/0002***

Descriptive Document

Administrative Part

Acquisition, delivery, installation and services of the EuroHPC Federation  
Platform for the European High Performance Computing Joint  
Undertaking (EuroHPC JU)

V2.0

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## 1. PRELIMINARY INFORMATION CONCERNING THE INVITATION TO TENDER

Please see page <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=15701> for information about the Contract Notice published in eTendering supplement to the *Official Journal of the European Union*.

This Invitation to Tender has been issued by the European High Performance Computing Joint Undertaking, as contracting authority.

### 1.1. Definitions

At-Risk Amount	(1) For each Contract Month for the continuous services, the contractually agreed percentage of monthly recurring prices. The sum of continuous services, the sum of the liquidated damages for a given month may not exceed the At-Risk Amount for that same month. (2) For each of the discrete services, the sum of the liquidated damages for that discrete service may not exceed the At-Risk Amount for that service.
Candidates	Economic Operators participating in the first stage of this Invitation to Tender by submitting a Request to Participate.
Change request	A request to change some aspect of the agreed baseline of a project (i.e., scope, requirements, deliverables, resources, costs, time frame or quality characteristics). It has to be made in writing.
EuroHPC JU Working Days	Monday to Friday, excluding European Union public holidays. The calendar of the European Union public holidays is published every year on Eurlex (e.g. for 2022 <a href="https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0528(01)&amp;rid=1">https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0528(01)&amp;rid=1</a> )
Compute Node	A Node dedicated to compute workloads. Compute Nodes are typically managed by the Workload Manager.
Contracting Authority	The European High Performance Computing Joint Undertaking - used interchangeably and also referred to as the EuroHPC JU.
Contractor	Refers to natural or legal person with whom the CONTRACT has been concluded.
Delivery note	Document listing the details of the delivery, acknowledging the fact that the delivery has taken place but in no way implying conformity with the specifications. It is compulsory for all deliverables (see model in Annex 9 Delivery note).
Descriptive Document	This document, defining the Contracting Authority's needs, requirements and objectives and the exclusion, selection (prequalification) and award criteria for the Competitive Dialogue.
Exascale	A performance level capable of executing ten to the power of eighteen operations per second (or 1 Exaflop/s).

Existing Services	The current services as they are being delivered under the responsibility of the EuroHPC JU or the Hosting Entity and the service providers it may have.
Filesystem	Technology to manage non-volatile storage components by means of a file abstraction. The Filesystem technology may be compliant with (official) standards such as POSIX. Examples include XFS, Ext4, IBM Spectrum Scale, Lustre, NFS and pNFS.
Final Tender	Submission by the Tenderers in response to the Invitation to Tender (ITT) during the Tendering stage.
Force majeure	Any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the contract. The situation or event must not be attributable to error or negligence on the part of the parties or on the part of the subcontractors and must prove to be inevitable despite their exercising due diligence. Defaults, defects in equipment or material or delays in making them available, labour disputes, strikes and financial difficulties may not be invoked as force majeure, unless they stem directly from a relevant case of force majeure.
High-end supercomputer	A world-class computing system developed with the most advanced technology available at a given point in time and achieving at least exascale levels of performance or beyond (i.e., post-exascale) for applications addressing problems of greater complexity.
Hosting consortium	A group of Participating States that have agreed to contribute to the acquisition and operation of a EuroHPC JU supercomputer.
Hosting entity	Legal entity established in a Participating State to the Joint Undertaking that is a Member State which includes facilities to host and operate a EuroHPC JU supercomputer and which has been selected in accordance with the Call for Expression of Interest.
Hosting site	is used to refer to the physical facilities at which the Hosting Entity shall host and operate the EuroHPC JU supercomputer, and which is established in a Participating State that is a Member State.
Initial Tender	Submission by the Candidates in response to the Invitation to Dialogue (ITD) during the Dialogue stage.
Invitation to Dialogue	The document which invites the Candidates who have pre-qualified to participate in the Competitive Dialogue.
Liquidated Damages	The Euro amount by which the prices will be reduced based on Contractor's failure to achieve the SLRs (Service Level Requirements). The mechanism to calculate all price reductions are specified in the CONTRACT (liquidated damages section).
Login Node	A Node dedicated for user access, software and data management. The extent to which pre- and post-processing workloads are supported on Login Nodes is site specific.

Management Node	A Node used for system management. A system usually contains one or two Management Nodes.
Mandatory Requirement (MANDATORY)	Mandatory Requirements are considered essential for the procured system and must be fulfilled by all Final tenders. Mandatory Requirements will be assessed for each Proposal submitted. Final tenders which will not be compliant with all Mandatory Requirements will be rejected.
Measurement period	Any specified calendar period within which the metrics shall be measured and reported on for determining the Contractor’s performance to the SLR as specified in the Technical Specifications.
Node	Set of Processors, memory areas and Devices. The Processors of a single Node access a shared memory address space through load/store instructions. Devices may feature a separate address space.
Preliminary Proposal	Tender submitted by pre-selected Candidate in the Invitation to Dialogue Stage as first step.
Processor	A central processing unit (CPU), also called a central processor or main processor, is the electronic circuitry within a computer that carries out the instructions of a computer program by performing the basic arithmetic, logic, controlling, and input/output operations specified by the instructions.
Project	A temporary organisational structure which is setup to create a unique product or service (output) within certain constraints such as time, cost, and quality.
Regulation establishing the EuroHPC JU	Council Regulation (EU) 2021/1173 of 13 July 2021 on establishing the European High Performance Computing Joint Undertaking and repealing Regulation (EU) 2018/1488 <sup>1</sup> and the statutes of the Euro HPC Joint Undertaking ('Statutes') annexed thereto.
Reporting period	The time span between two successive regular performance reports.
Request to Participate	Submission by the Candidates in response to the Contract Notice expressing their will to participate in the Competitive Dialogue.
Resource Management System	Software component responsible for the launch, execution and teardown of batch jobs on Nodes.

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<sup>1</sup> Council Regulation (EU) 2021/1173 of 13 July 2021 on establishing the European High Performance Computing Joint Undertaking and repealing Regulation (EU) 2018/1488 (*OJ L 256, 19.7.2021, p. 3–51*).

Service Level Agreement (SLA)	An agreement, between the Contractor and the Contracting Authority, which describes the service, documents service level targets, and specifies the responsibilities of the Contractor and the Contracting Authority. Each of the Services under the CONTRACT will have an agreed SLA that will be based on the Technical Specifications.
Service Level Requirement (SLR)	The SLR documents the requirements for a service from the EuroHPC JU’s viewpoint, defining the detailed service measures, performance targets, formula, measurement intervals and reporting periods.
Services	The services that shall have to be delivered by the Service Provider as described in the Descriptive Document and its technical annexes.
Solution	The set of processes through which each Tenderer means to meet the needs and objectives of the Contracting Authority.
Supplier	The tenderer who is awarded the contract as part of this procurement.
Tender Specifications	Document defining the Contracting Authority’s detailed needs and objectives (for which solutions can be provided by the tenders based on the outcomes of the Dialogue Stage) and the award criteria for the award of the contract
Tenderers	Candidates invited to participate in the Dialogue stage of this Invitation to Tender and that have sent a tender in response to the Tendering Stage invitation to tender.
Transition	Refers to the period during which the services and solutions are in the process of handover or takeover, whichever is applicable.
Working Days	Monday to Friday, excluding 1 <sup>st</sup> January, Easter Monday, Ascension Thursday, Whit Monday, 1 <sup>st</sup> November and 25 December.
Working languages	English
Workload manager	Software component consisting of the combination of a Batch System and the Resource Management System

## 1.2. Presentation of the EuroHPC JU

The European High Performance Computing Joint Undertaking was established by Council Regulation (EU) 2021/1173 (the Regulation establishing the EuroHPC JU).

According to Article 3 of the Regulation establishing the EuroHPC JU, the mission of the EuroHPC JU is to develop, deploy, extend and maintain in the Union a federated, secure, hyperconnected supercomputing, quantum computing, service and data infrastructure ecosystem. It should support the development and uptake of demand-oriented and user-driven innovative and competitive supercomputing systems based on a supply chain that will ensure components, technologies and knowledge, limiting the risk of disruptions and the development of a wide range of applications optimised for these systems. By this, EuroHPC JU should



widen the use of that supercomputing infrastructure to a large number of public and private users, and support the twin transition and the development of key skills for European science and industry.

One of the targets of the EuroHPC JU is to support the development, acquisition and operation of a platform for the seamless federation and secure service provisioning of supercomputing and quantum computing service and data infrastructure, establishing a one-stop shop access point for any supercomputing or data service managed by the Joint Undertaking, providing any user with a single point of entry.

In line with Article 4 (c) of the Regulation establishing the EuroHPC JU, in order to develop and implement a Federated Access Services across all the EuroHPC JU supercomputers, the EuroHPC JU shall proceed to launch a call for tender for the deployment and operation of a platform for federating resources (including high performance computing, quantum computing and data management resources) providing Union-wide, cloud-based secure services for a wide range of public and private users across Europe.

In accordance with the Annual Work Programme 2023, the EuroHPC JU’s budget from Connecting Europe Facility Programme is up to EUR 20 Million. The EuroHPC JU will be the owner of the platform it has acquired.

Useful websites: [https://eurohpc-ju.europa.eu/index\\_en](https://eurohpc-ju.europa.eu/index_en)

Regulation establishing the European High Performance Computing Joint Undertaking	<a href="https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021R1173&amp;from=EN">https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021R1173&amp;from=EN</a>
EuroHPC Joint Undertaking Website	<a href="https://eurohpc-ju.europa.eu">https://eurohpc-ju.europa.eu</a>
EUR-Lex: the gateway to European Union law	<a href="http://eur-lex.europa.eu">http://eur-lex.europa.eu</a>
TED: supplement to Official Journal of the European Union	<a href="http://ted.europa.eu">http://ted.europa.eu</a>
EU Open Data Portal: central point of access to EU data	<a href="http://data.europa.eu/euodp">http://data.europa.eu/euodp</a>
Other useful links	<a href="https://europa.eu">https://europa.eu</a>

### 1.3. Public procurement procedure

Following Article 43 of the Financial Rules of the EuroHPC Joint Undertaking<sup>2</sup>, this call for tenders is governed by the provisions of [Regulation \(EU, Euratom\) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#) (the Financial Regulation)<sup>3</sup>.

Taking into account the particular complexity of the procurement, the EuroHPC JU calls for a competition to select the Tenderer offering the best price-quality ratio, using the **competitive dialogue** procedure within the meaning of Article 164(1) (e) of the Financial Regulation. The procurement procedure is described in Section 2 “The procedure for the competitive dialogue”.

The competitive dialogue is composed of three (3) main stages.

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<sup>2</sup> Approved by Decision of the Governing Board No 3/2020 of 20 February 2020, as readopted by Decision of the Governing Board No 17/2021 of 30 September 2021.

<sup>3</sup> Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

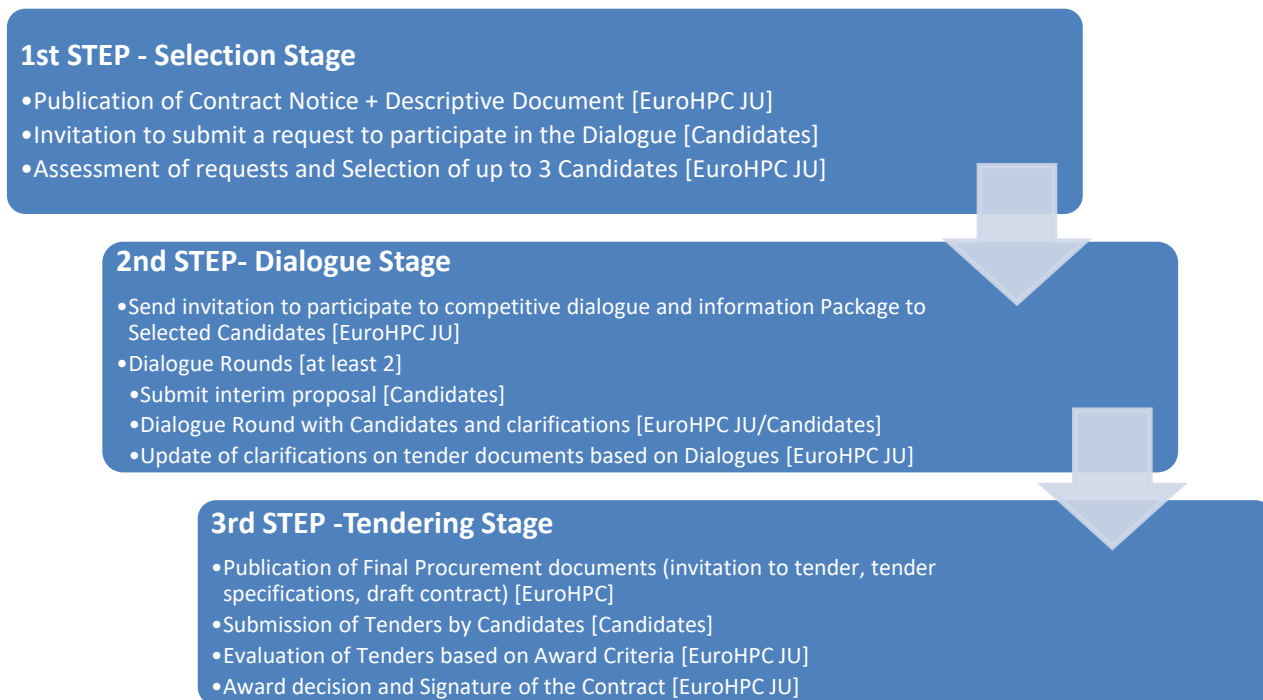


Diagram 1. Competitive Dialogue Procedure Overview

## 1.4. Participation subject to restrictive measures and rules on access to procurement

Participants must ensure that no involved entities (see Section 3) nor any subcontractors, including those which do not need to be identified in the tender, are subject to [EU restrictive measures](#) adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)<sup>4</sup>, consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly, or of an asset freeze. The prohibition applies throughout the whole performance of the contract.

Pursuant to Article 11.4 of Regulation (EU) 2021/1153 and the Work Programme and Budget of the EuroHPC Joint Undertaking 2023, participation in this call for tenders is restricted to entities established, or deemed to be established, in Member States and directly or indirectly controlled by Member States or by nationals of Member States.

The rules on access to procurement apply also to subcontractors and entities on whose capacity tenderers rely to fulfil the technical and professional capacity selection criteria, i.e., only economic operators with access to procurement may be subcontractors or entities on whose technical and professional capacity tenderers rely.

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<sup>4</sup> Please note that the EU Official Journal contains the official list, and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

To enable the contracting authority to verify the access, each tenderer must indicate its country of establishment (in case of a joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country. The same document(s) could be used to prove the country/-ies of establishment and the delegation(s) of the authorisation to sign.

## 1.5. Description of the Procurement

The purpose of the Invitation to Tender is to select one (1) economic operator (hereafter “**Contractor**”) **for the delivery, installation and further development of a federation platform** across EuroHPC JU owned supercomputers including quantum computers as well as for the provision of training and the support and maintenance of the platform. **The federation platform and the related data bases will be owned by EuroHPC JU.**

The EuroHPC JU will conclude one contract with the successful tenderer in order to acquire, deliver, install and maintain the EuroHPC Federation platform. Therefore, the prospective Contractors should have proven experience of acquiring, delivering, installing and maintaining similar platforms as the ones required in this procurement procedure.

The EuroHPC JU wishes to procure one (1) federation platform, for Europe's scientific, industrial and public users, matching their demanding access and usage requirements for the period May 2024- April 2029.

The procurement aims at:

- Providing federated access to High Performance Computing-based infrastructures and services to a wide range of users from the research and scientific community, as well as the industry including SMEs, and the public sector, for new and emerging data and compute-intensive applications and services;
- Fostering science and engineering applications in Europe’s HPC infrastructure by providing federated and secure access to supercomputing resources;
- Fostering the federated and secure use of supercomputers primarily for research and innovation purposes falling under public funding programmes that shall be open to users from the public and private sectors and shall have an exclusive focus on civil applications.

**Tenderers may submit tenders as an individual tenderer or as leader of a group of economic operators or member of a group of economic operators submitting a tender. Involved entities must not be subject to conflicting interests, which may negatively affect the contract performance.**

**Tenderers should guarantee the security of the proposed federation platform and services. In particular, any tender should provide a risk management approach and appropriate mitigation plans for any possible sensitive software components and services.**

**The Contracting Authority will give due consideration to the EU added value of the federation platform solution that will be proposed by the tenderer, assessing to what extent it contributes to achieving the objectives of the EuroHPC JU, as these are defined in the Regulation establishing this EuroHPC JU.**

**The technical specifications are part of the Dialogue stage package that will be provided to the selected Candidates as part of the Dialogue.**

**The Contracting Authority intends to conclude a contract with the successful tenderer that will establish the terms of the acquisition, delivery, installation, support and maintenance of the platform as well as training portfolio.**

The contract resulting from the award of this call for tenders will be divided in two phases, a first phase of 24 months and a second phase of 36 months. The contractor is authorised to continue the performance of the contract in the second phase only with a written consent of the Contracting Authority following an analysis of the progress achieved in the implementation of the first phase as well as Key Performance Indicators (KPIs) as described in section 1.3 of the technical part of the Descriptive Document. The contract will be concluded in English. The draft contract will be published at a later stage of the competitive dialogue. All formal communication related to the contract and its implementation will be done in the language of the contract. If the Contractor fails to comply with their commitments, penalties could be applied that will be proportional to the duration of the delay and the seriousness of the breach.

## 1.6. Value of the Contract

The estimated total value of the contract is up to EUR 20 000 000.

## 1.7. Financial guarantees

The successful Candidate shall be required to provide a guarantee for performance of 10% of the value of the Contract.

## 1.8. General terms and conditions for the submission of Requests to Participate/ Tenders

Submission of a Request to Participate implies that the Candidate accepts all the terms and conditions set out in the procurement documents and waives all other terms of business. Submission of a final tender offering binds the tenderer to whom the contract is awarded during performance of the contract.

The Protocol on the Privileges and Immunities of the European Union of 8 April 1965<sup>5</sup> (OJ C 83, of 30 March 2010) shall apply to the EuroHPC JU and this Invitation to Tender.

Candidates' attention is drawn to the following disclaimers:

- This descriptive document and/or the following tender documents which will be issued by the Contracting Authority in the course of this procurement procedure are in no way binding on the Contracting Authority. Contractual relationship commences only upon signature of the contract with the successful Tenderer.
- Up to the point of signature, the Contracting Authority may either abandon the procurement or cancel the award procedure, without Candidates or Tenderers being entitled to claim any compensation.

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<sup>5</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A12012E%2FPRO%2F07>

- The Contracting Authority reserves the right to supplement, vary, terminate or otherwise amend the tendering procedure, to the extent allowed under applicable procurement rules and without any liability for financial compensation of the Candidates or Tenderers.
- The Candidate shall bear all costs associated with the preparation and submission of its bid, and the Contracting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding procedure.

## 1.9. Applicable Law – jurisdiction

The procurement procedure and the subsequent contract are governed by European Union law, complemented where necessary by the law of Luxembourg.

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU<sup>6</sup>.

Candidates may submit any observations concerning the procurement procedure to the Contracting Authority using the contact details under section 2.9 of this document. If Candidates believe that there is maladministration, they may lodge a complaint to the European Ombudsman within two years of the date when they become aware of the facts which form the basis for the complaint (see <https://www.ombudsman.europa.eu>).

Within two months of notice of the outcome of the procedure (award decision), Candidates and/or tenderers may launch an action for its annulment. Any request Candidates and/or tenderers may make and any reply from the Contracting Authority, or any complaint for maladministration, will have neither the purpose nor the effect of suspending the time-limit for launching an action for annulment nor open a new period for launching an action for annulment. The body responsible for hearing annulment procedures is indicated under Heading VI.4.1 of the Contract Notice.

## 1.10. Date and place of the opening of “Requests to Participate” proposals

The opening session is not public.

## 1.11. Date and place of the opening of the “Final Tender offers”

The opening session is not public.

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<sup>6</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

## 1.12. Deadline for the validity of the proposals

The period of validity of the final proposals shall be six months from the deadline for the receipt of the final offers.

## 2. THE PROCEDURE FOR THE COMPETITIVE DIALOGUE

### 2.1. Presentation of the public procurement procedure

The competitive dialogue is a procedure in which a dialogue will be led by the Contracting Authority with the qualified candidates invited to participate in the dialogue in order to identify, define or develop one or several solutions likely to meet their needs and on the basis of which the qualified candidates will be invited to submit a tender.

### 2.2. Timeline

A **provisional schedule** is provided as indicated below. It does not bind the Contracting Authority. The Contracting Authority reserves the right to review and update from time to time as necessary the schedule. In case of modification, the qualified candidates will be informed by the Contracting Authority within a reasonable timeframe.

<b>Selection Stage – Submission of the Request to Participate (Luxembourg time)</b>	
Publication of the Contract Notice	29 September 2023
Deadline for submitting requests for additional information	27 October 2023 17:00
Deadline for submission of Requests to Participate by Candidates	17 November 2023 17:00
Opening of the Requests to Participate	20 November 2023
Notification of the results of the selection stage	12 December 2023
<b>Dialogue Stage – Participation in the Dialogue</b>	
Notification letters to the successful and unsuccessful Candidates. Dispatch of the Invitation to Dialogue (ITD) to the selected Candidates. Distribution of first version of benchmarks and datasets.	19 December 2023
Plenary Candidates Briefing on Dialogue Stage by the EC/EuroHPC JU and the Hosting Entity: General presentation of the Dialogue Stage procedure, draft Technical Annexes and model Contract by the EC/EuroHPC JU, followed by a Questions & Answers session.	12 January 2024
Two (2) Interactive dialogue sessions with each of the Candidates individually to ensure strategic, technical and professional, financial and legal alignment as defined above. Optional site visits to the Candidates' key locations or other customer's similar installations. The number of dialogue rounds can be increased if required.	2 February 2024
<b>Tendering Stage – Submission of the final Tender</b>	
Dispatch of the final Invitation to Tender (ITT) to the Candidates	15 March 2024
Deadline for submitting requests for additional information	10 April 2024

Deadline for submission of the final Tender by the Tenderers	18 April 2024
Opening of the Tenders	22 April 2024
Evaluation of the Tender	15 May 2024
Notification of the results of the award stage	24 May 2024
Signature of the contract	12 June 2024
Start implementation	1 July 2024

**Table 1. Competitive Dialogue Stages with approximate schedule**

## 2.3. Principles of the competitive dialogue

### Intangibility of the application

The awarded economic operator may be a sole economic operator or a group of economic operators with a designated representative who will represent the members of the group of economic operators.

The composition of the group of economic operators shall not be modified between the date of the submission of the Request to Participate and the date of the signature of the contract. However, in the case of a company restructuring operation, in particular of a repurchase, merger or acquisition (see section 3.1), the group of economic operators may request authorisation from the Contracting Authority to continue to participate in the procedure by proposing one or several new members of the group of economic operators or subcontractors. The decision shall be taken after examination of the capacity of all members of the group of economic operators or subcontractors presented for acceptance, with regard to the conditions of participation defined in the Contract Notice.

### Equality

Each Candidate is heard during the competitive dialogue under strictly equal conditions. The Contracting Authority cannot provide Candidates with information that would give them an unfair advantage over other Candidates.

### Confidentiality

The Contracting Authority maintains confidentiality of the Proposals/Tenders of the Candidates and undertakes not to reveal to another Candidate any information contained in any other proposal/tender.

For the purposes of evaluating the Proposal of the Candidates the Contracting Authority is entitled to make available (any part of) the proposals to its staff and the staff of other European Union institutions, agencies and bodies, as well to other persons and entities working for the Contracting Authority or cooperating with it such as Hosting Entities and technical experts, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.

The selected Candidates undertake to keep confidential all information contained in the documents of the procurement procedure and sent during the dialogue meetings and not to disclose any information to third parties, except for the sole purpose of preparing their proposals.

## 2.4. General requirements concerning the Request to Participate

The Candidate is asked to provide a completed list indicating all documents that are included as part of the proposal (see Annex 1 List of documents to be provided). The Candidate is asked to follow the document naming convention defined in Annex 1 List of documents to be provided”.

The Contracting Authority reserves the right to exclude any Candidate from the selection stage that attempts to solicit information in relation to the Invitation to Tender from the Commission or EuroHPC JU’s personnel other than the nominated sole point of contact mentioned in the invitation to submit a Request to Participate.

Any total or partial omission of information, for which one or more legal entities involved in the tender are responsible, may lead the Contracting Authority to exclude the Requests to Participate from the rest of the Procurement procedure.

## 2.5. Specific requirements

While drafting the Request to Participate, the Candidate is invited to specifically describe how it accommodates the business objectives that the Contracting Authority has defined for the Managed Services as well as how the Candidate plan to integrate the EuroHPC JU systems in terms of both manpower resources and technical aspect. The plan must be accompanied by a clear and detailed budget distribution, KPIs and GANTT charts with explicit calendar dates indications for the work plan and integration:

Goal or Objective	Priority	Definition of Success
High End-User and Provider Satisfaction	Mandatory	Satisfaction of End-Users and Providers benefiting from the EuroHPC Platform services should be constantly assessed and maintained.
Maintain or Improve Service Levels	Mandatory	Critical service levels must be established according to standard operations and maintenance baselines, maintained, and - where possible - improved during the contract duration.
Security	Mandatory	Maintain the highest standards of security and confidentiality.
Data protection	Mandatory	Maintain the highest standards for data protection and data sovereignty.
Innovation	Mandatory	Maintain a state-of-the-art EuroHPC Federation Platform throughout the duration of the direct service contract e.g., by ensuring usability, accessibility, responsiveness, and user experience.



Scalability	Mandatory	Ability to deal with increasing number of supercomputers and quantum computers as well as growth (or decrease) in platform usage and other key drivers. Additionally, the flexibility to interconnect with new data lakes, research communities etc. Also, the ability to take on new services/functionalities requested by EuroHPC JU or the hosting entities through agreement of EuroHPC JU.
Agility	Very High	Ability to accommodate rapid requests for changes due to business and political changes, e.g., new tasks added to or removed from the service portfolio.
Management	High	The total administrative burden on internal staff should not exceed market benchmarks, and the Service Provider should be as autonomous as possible.

**Table 2: Requirements classification table**

## 2.6. Offer preparation costs and liability

All costs incurred for the preparation and submission of proposals/tenders in connection with participation in the present procurement procedure are to be borne by the candidates and will not be reimbursed. The sending of documents by the Candidates/Tenderers is at their own liability.

## 2.7. Language

The Candidates/Tenderers are invited to submit a Request to Participate in one of the official languages of the European Union. The Candidates/Tenderers are encouraged to draft the Requests to Participate/Tenders preferably in English. The Dialogue sessions will be held in English.

## 2.8. Structure and Format of Documents

Documents prepared by the Candidate as part of the procedure must comply with the following guidelines:

- All responses in documents must be worded concisely.
- Do not include sales brochure summaries.
- Do not include generic diagrams; only include diagrams, graphs and images that are directly relevant to the bid.
- Page format shall be A4.

- Minimum Font size shall be 10 pt.
- Margins (top, bottom, left and right) at least 15 mm (not including headers & footers).
- Pagination instructions: each document from the application must be individually numbered in the bottom right corner.

## 2.9. Submissions

This contract will be awarded in three steps. As a first step, if economic operators are interested in this contract, they are invited to submit a Request to Participate in one of the official languages of the European Union (preferably in English). After the second stage (dialogue), only selected candidates will be invited to submit a tender. Any tender received from a legal or natural person not invited to tender will be rejected. This section applies to both submissions, the Request to Participate and the actual Tender.

Requests to participate/Tenders are to be sent not later than on the date indicated in Section IV.2.2 of the Contract Notice. They must be submitted in electronic format, digitally signed by the person authorised to enter into legally binding commitments on behalf of the Candidate. Applications must be submitted by an electronically signed and encrypted email to [procurement@eurohpc-ju.europa.eu](mailto:procurement@eurohpc-ju.europa.eu). The application files should be packaged in a password protected zip file.

The information contained in the present descriptive document provides all the information required to submit a request to participate in the Dialogue. Please read it carefully before doing so, paying particular attention to the priorities and objectives of the present tender.

Any request for additional information must be made in writing only through the TED e-Tendering website in the "Questions & answers" tab, by clicking "Create a question" (registration on TED e-Tendering is required to be able to create and submit a question).

The website for questions: <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=15701>

Questions may be sent to the above address no later than the date/time defined in Section 2.2 Timeline.

The Contracting Authority has no obligation to provide clarifications to questions received after this date.

Replies will be given/published no later than 2 weeks after the deadline for submitting requests for additional information.

To ensure equal treatment of Candidates, the Contracting Authority will not give a prior opinion on the eligibility of Candidates, or affiliated entity(/ies).

No individual replies to questions will be sent but all questions together with the answers and other important notices will be anonymised and published (FAQ in EN) at regular intervals on eTendering <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=15701>.

The Contracting Authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or clerical error in the invitation to submit a Request to Participate and related descriptive documents on the mentioned website. It is therefore advisable to consult this website regularly in order to be informed of any updates and of the questions and answers published.

No modification to the applications is allowed once the deadline for submission has elapsed. If there is a need to clarify certain aspects or to correct clerical mistakes, the Contracting Authority may contact the applicant for this purpose during the evaluation process. This is generally done by e-mail. It is entirely the responsibility of the Candidates to ensure that all contact information provided is accurate and functioning.

In case of any change of contact details, please send an email with the application reference and the new contact details to [procurement@eurohpc-ju.europa.eu](mailto:procurement@eurohpc-ju.europa.eu).

In case of group of economic operators, all communication regarding an application will be done with the lead applicant only, unless there are specific reasons to do otherwise, where the group of economic operators' coordinator/lead partner should be in copy.

Candidates will be informed by email about the results of the selection procedure. Unsuccessful Candidates will be informed of the reasons for rejection. No information regarding the award decision shall be disclosed until the tenderers have been duly notified.

## 2.10. Pricing methodology

The prices and all other inputs provided by the Candidates in the financial offer are binding. They will be used for the calculation of prices for goods and services to be actually provided to the Contracting Authority. Requirements concerning prices:

- a) Prices must be expressed in euros and be all inclusive, covering all expenses incurred by the contractor for the services provided, such as management and coordination costs and all overheads.
- b) Decimals are not allowed.
- c) Prices shall be quoted free of all duties, taxes and other charges, i.e., also free of VAT, as the Contracting Authority is exempt from such charges in the Member States under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 (OJ C 83 of 30 March 2010). Exemption is granted to the European Union by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.
- d) Offers must include all costs and expenses directly and indirectly connected with the goods and/or services to be supplied. Each Candidate's financial quotation should be completely unambiguous and unconditional. Offers which contain statements preventing an accurate and complete comparison of the offers (e.g., "To be discussed", "Depending on x", etc.) or referring to external circumstances (such as an already existing but separate contract) will be disqualified.
- e) Conditional offers are not permitted.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the Tenderer's responsibility to contact their national authorities to clarify the way in which the European Union is exempt from VAT.

## 2.11. Data Protection

The Contracting Authority will process personal data in accordance with Regulation (EU) 2018/1725<sup>7</sup> on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

Private data<sup>8</sup> are confidential and must not be used by the contractor or divulged to third parties, for any purpose other than purposes provided for under the contract. The free access to the EuroHPC JU's or the Hosting Entities products and information can be used only for the activities provided for under the contract. This access must not be shared, nor information divulged to any third parties without the written permission of the EuroHPC JU. The details of persons contacting the EuroHPC JU may not be used by the contractor.

## 2.12. Confidentiality

All Requests to Participate/Tenders will be treated confidentially, as well as any submitted related information, data, and documents. The Contracting Authority will ensure that the process of handling and evaluating applications is carried out in a confidential manner.

Candidates should avoid taking any actions that could jeopardise confidentiality. They must not attempt to discuss their application with persons they believe may act as expert evaluator for the Contracting Authority. Candidates who apply to Request to Participate will have to sign a Confidentiality Agreement (Annex 4D). In case of any breach of the Confidentiality Agreement by the Candidate before the award procedure is finalised and the contract is signed by both parties, the Contracting Authority reserves the right to reject the tender.

Applications should not contain any information that is 'EU classified' under the rules on security of information in the Commission internal Rules of Procedure (see also Guide for classification<sup>9</sup>).

## 2.13. Modification of the tendering package

The Contracting Authority reserves the right to make non-substantial additions and/or modifications to the tendering package sent to the Candidates, including the present tendering rules, provided that the equality of Candidates is maintained and that there is sufficient time before the deadline for the submission of their proposals to learn of such additions and/or amendments and to adapt their proposals accordingly.

In this case, modification of the tendering package will be sent by the Contracting Authority to the Candidates.

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<sup>7</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32018R1725>

<sup>8</sup> [https://ec.europa.eu/commission/privacy-statement\\_en](https://ec.europa.eu/commission/privacy-statement_en)

<sup>9</sup> [http://ec.europa.eu/research/participants/data/ref/h2020/other/hi/secur/h2020-hi-guide-classif\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/other/hi/secur/h2020-hi-guide-classif_en.pdf)

## **2.14. Abandonment of the procurement procedure**

At any time, for objective reasons, the procurement procedure may be declared without continuation. In this case, the Contracting Authority will inform the Candidates involved as soon as possible of the reasons why it has been decided not to award the public contracts or to resume the procurement procedure.

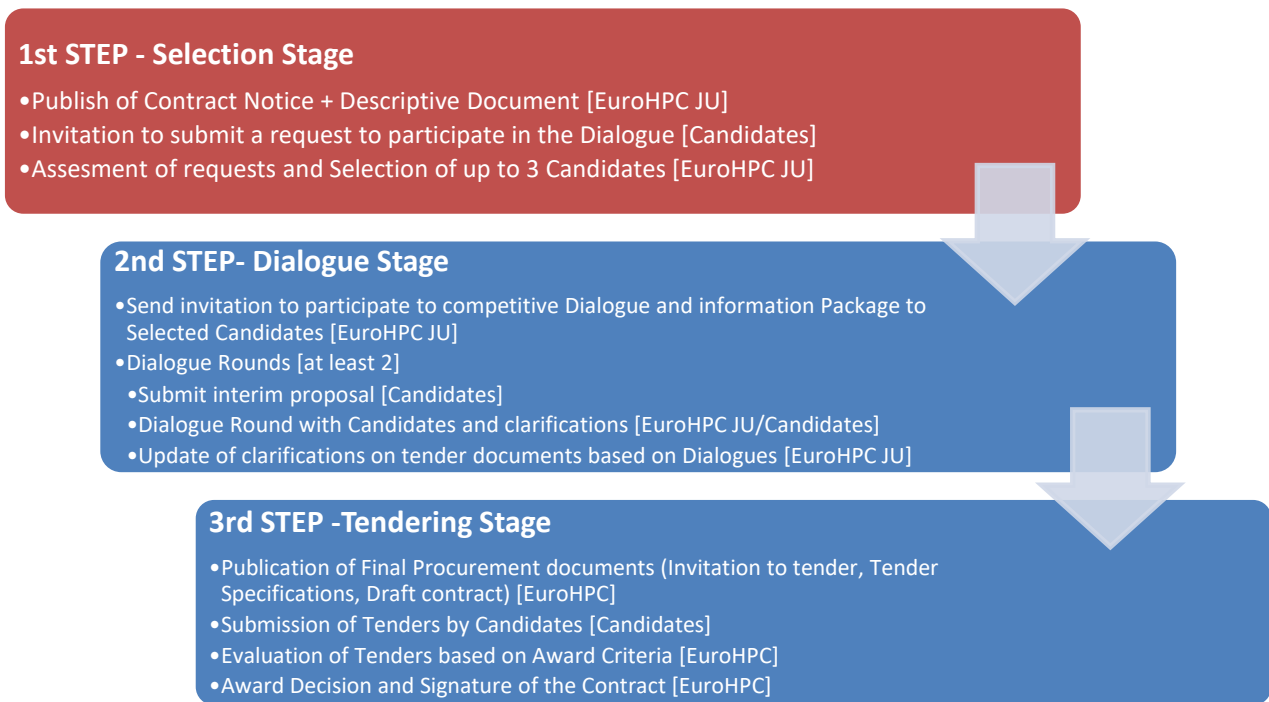
No compensation of any kind will be granted to the Candidates.

In case the procurement process is declared without continuation, the Contracting Authority may decide to organise a new procurement procedure.

## 2.15. Selection Stage – Submission of the Request to Participate

### 2.15.1. Introduction

The Selection stage is the first step of the competitive dialogue.



*Diagram 2. Competitive Dialogue Procedure Overview*

In the first stage of the procedure ("**Selection Stage**"), Candidates are requested to express their interest in taking part in the competitive dialogue by sending a request to participate in the dialogue (also referred to as "Request to Participate" hereafter) according to the selection criteria specified in the present Descriptive Document and its annexes. These documents are aimed at providing Candidates with sufficiently detailed information on the scope and main driving requirements of the EuroHPC JU for the procurement procedure.

At this stage of the procedure, Candidates are requested to provide administrative documents and reply to the exclusion and selection criteria of the procedure (as announced in this "Descriptive Document") and will therefore be evaluated on the basis of these criteria.

The "Requests to Participate" will be ranked in descending order on the basis of the announced selection criteria (cf. point 2.15.5 Selection criteria of this Descriptive Document) with a view to establishing a list of (up to) three (3) Candidates having scored the most in the Selection Stage, provided that there are enough economic operators who satisfy the exclusion and selection criteria. The successful Candidates will receive an invitation to take part in the dialogue (also referred to as "Invitation to Dialogue" hereafter) and all the Candidates will be notified of the outcome of the first stage of the procedure ("Selection Notifications").

Draft Planning – Selection Stage:

Date	Topic
<b>29 September 2023</b>	Publication of the Contract Notice
<b>27 October 2023 17:00</b>	Deadline for submitting requests for additional information
<b>17 November 2023 17:00</b>	Deadline for submission of Requests to Participate by Candidates
<b>20 November 2023</b>	Opening of the Requests to Participate
<b>12 December 2023</b>	Notification of the results of the selection stage

**Table 3 Timeline Selection Stage**

### 2.15.2. Overview of the Selection Procedure

Requests to Participate will be assessed according to the following stages and criteria.

- Verification of the **administrative documents** (see section 2.15.3).
- Verification against the **exclusion criteria** (see section 2.15.4).
- Evaluation of the **economic and financial capacity** (see section 2.15.5.2).
- Evaluation of the **professional and technical capacity** (see section 2.15.5.3).

### 2.15.3. Administrative documents

The table below shows which documents are to be submitted by the Candidates during the selection stage:

Name of the document	Specific requirements	Annex to the Specifications / Internet link	When to be submitted?
Cover letter	<ul style="list-style-type: none"> <li>• Shall be signed by an authorised representative of the Candidate.</li> <li>• Maximum one (1) page.</li> <li>• Shall include name, telephone number, mail address and e-mail address of the contact person responsible for submission of the Requests to Participate.</li> </ul>	n/a	With the Request to Participate <b>(Selection Stage)</b>
List of documents to be provided	<ul style="list-style-type: none"> <li>• Shall be filled in by the Candidate to indicate what documents are provided.</li> </ul>	n/a	With the Request to Participate <b>(Selection Stage)</b>
Form for identification of the Candidate	<ul style="list-style-type: none"> <li>• Shall be signed by an authorised representative of the Candidate.</li> </ul>	<a href="#">Annex 3</a>	With the Request to Participate <b>(Selection Stage)</b>
Questionnaire for joint Requests to Participate and subcontracting	<ul style="list-style-type: none"> <li>• The second page shall be completed for each Subcontractor</li> </ul>	<a href="#">Annex 4A</a>	With the Request to Participate <b>(Selection Stage)</b> <i>(if applicable)</i>
Power of Attorney	<ul style="list-style-type: none"> <li>• Shall be signed by authorised representatives of the group of economic operators</li> </ul>	<a href="#">Annex 4B</a>	With the Request to Participate <b>(Selection Stage)</b> <i>(if applicable)</i>



Letter of intent	<ul style="list-style-type: none"> <li>• Shall be signed by an authorised representative of the Subcontractor.</li> </ul>	<a href="#">Annex 4C</a>	With the Request to Participate <b>(Selection Stage)</b> <i>(if applicable)</i>
Mutual Confidentiality Agreement	<ul style="list-style-type: none"> <li>• Shall be completed and signed by authorised representatives of the Candidate.</li> <li>• In case of a group of economic operators, authorised representatives of each group of economic operators member.</li> <li>• In case of Subcontracting, authorised representatives for each Subcontractor involved in corresponding to this Tender.</li> </ul>	<a href="#">Annex 4D</a>	With the Request to Participate <b>(Selection Stage)</b>
Financial identification form	<ul style="list-style-type: none"> <li>• Preferable to attach a copy of RECENT bank statement. With an attached statement.</li> </ul>	<a href="http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm">http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm</a>	With the Request to Participate <b>(Selection Stage)</b>
Legal entity form	<ul style="list-style-type: none"> <li>• Shall be signed by an authorised representative of the Candidate.</li> </ul>	<a href="http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm">http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm</a>	With the Request to Participate <b>(Selection Stage)</b>  (not applicable to the current Contractors of the EU)
Legal entity form – annexes	<ul style="list-style-type: none"> <li>• Proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers, or any other official document showing the registration number.</li> </ul>	n/a	With the Request to Participate <b>(Selection Stage)</b>  (not applicable to the current Contractors of the EU)

	<ul style="list-style-type: none"> <li>• If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.</li> <li>• A legible copy of the notice of appointment of the persons authorised to represent the Candidate in dealings with third parties and in legal proceedings, if it is not included in the above-mentioned documents or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. If they are necessary in order to show the authorisation to represent the Candidate, the instrument of incorporation, or constitution of the legal entity and/or a copy of the statutes must be submitted. If the person(s) signing the tender or the person designated to sign the contract is/are entitled to represent the Candidate by a power of attorney from the above-mentioned authorised persons, the power of attorney must also be submitted.</li> </ul>		
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**Table 4 Administrative Documents Selection Stage**

#### 2.15.4. Exclusion criteria

Article 136 of the Financial Regulation<sup>10</sup> defines situations in which the Candidates shall be excluded from participating in procurement procedures.

The table below shows which documents shall be submitted by the Candidates in order to prove that the grounds for exclusion are not applicable to them, and at which stage they shall be submitted.

All Tenderers must provide a declaration on honour (see Annex 6), signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, all Subcontractors whose share of the contract is above 10% or whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative.

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the declaration of honour.

The successful Tenderer must provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of joint tender<sup>11</sup>.

The obligation to submit supporting evidence does not apply to international organisations.

A Tenderer (or a member of the group in case of joint tender, or a Subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the Tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that there has been no change in its situation.

A Tenderer (or a member of the group in case of joint tender, or a Subcontractor) is not required to submit a specific document if the Contracting Authority can access the document in question on a national database free of charge.

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<sup>10</sup> Regulation (EU, Euratom) 2018/1046 of the European Parliament and the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1046&rid=9>).

<sup>11</sup> In case of doubt, the documentary evidence may be requested to all subcontractors whose share of the contract is above 10 % of the price of the tender or whose capacity is necessary to fulfil the selection criteria.

Name of the document	Specific requirements	Annex to the Specifications	When to be submitted?
Declaration on honour on the exclusion and selection criteria	Shall be signed by an authorised representative of the Candidate.	<a href="#">Annex 6</a>	With the Request to Participate <b>(Selection Stage)</b> (to be submitted only once)
Recent extract from the judicial record	Shall be provided for the authorised representative of the Candidate as well as for the legal entity, if issued by the competent authorities.	n/a	Only for awarded Candidates after the Tendering stage. <b>(Award Stage)</b>
Recent certificate issued by the competent authorities of the State, confirming payment of taxes.  When such document is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary, or failing that, a solemn statement made before an administrative authority or a qualified professional body in the country of establishment.	n/a	n/a	Only for awarded Candidates after the Tendering stage. <b>(Award Stage)</b>
Recent certificate issued by the competent authorities of the State, confirming payment of social security contributions.  When such document is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary, or failing that, a solemn statement made before an administrative authority or a qualified professional body in the country of establishment.	n/a	n/a	Only for awarded Candidates after the Tendering stage. <b>(Award Stage)</b>

**Table 5 Exclusion Criteria Documents**

### 2.15.5. Selection criteria

Candidates are eligible if they can prove that they have sufficient economic and financial capacity (S1), on the one hand, and sufficient technical and professional capacity, on the other hand. The Professional and Technical capacity is divided in three main areas: Previous experience and deliveries (S2), the Professional and Technical certifications (S3), and finally, the Technical value of the platform design (S4).

As part of the Technical value of the platform design, the Candidates must submit a technical proposal based on the high-level specifications defined in the Selection Stage. This technical proposal will be part of the selection criteria together with the financial, technical and professional capacities.

If, in order to comply with any of the above requirements, a tenderer wants to rely on the capacities of other entities, regardless of the legal nature of the links which it has with them (e.g. subcontractors, companies within the same corporate structure, etc.) it must prove to the Contracting Authority that it will have the resources necessary for performance of the contract at its disposal, by producing an undertaking on the part of those entities to place those resources at its disposal.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

All the minimum requirements for the selection criteria specified below must be fulfilled at the deadline for the submission of the Request to Participate.

#### 2.15.5.1. Legal and regulatory capacity

Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders. The Tenderer (including each member of the group in case of joint tender) must provide the following information in its tender if it has not been provided with the Legal Entity Form:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For natural persons, if required under applicable law, a proof of registration on a professional or trade register or any other official document showing the registration number.

#### 2.15.5.2. Economic and financial capacity (S1)

Documents to be submitted

Candidates must be economically and financially capable of performing the contract they apply for. Candidates' economic and financial capacity, including their financial health, will be evaluated on the basis of the documents that they must submit.

The table below lists which documents shall be submitted by Candidates during the Selection Stage.

Name of the document	Annex to the Specifications	When to be submitted?
Declaration on honour on the exclusion and selection criteria	<a href="#">Annex 6</a>	With the Request to Participate <b>(Selection Stage)</b> (This declaration is part of the declaration used for exclusion criteria (see section 2.15.4) so only one declaration covering both aspects should be provided by each concerned entity)
Economic and financial capacity questionnaire	<a href="#">Annex 7</a>	With the Request to Participate <b>(Selection Stage)</b>
<b>Balance sheets</b> for the last two years for which accounts have been closed. The most recent year must have been closed within the last 18 months	n/a	With the Request to Participate <b>(Selection Stage)</b>
<b>Profit and loss accounts</b> for the last two years for which accounts have been closed. The most recent year must have been closed within the last 18 months	n/a	With the Request to Participate <b>(Selection Stage)</b>

**Table 6 Economic and Financial Capacity documents to be submitted**

Where appropriate, Candidates may rely on the capacities of other entities, regardless of the legal nature of the links that they have with them. In that case, Candidates must prove that they will have at their disposal the resources necessary for performance of the contract, for example by submitting a written undertaking on the part of those entities to place those resources at the Candidates' disposal.

#### Evaluation of economic and financial capacity (S1)

Criterion Minimum level of capacity	Average yearly turnover of the last two financial years, for which the accounts have been closed, above <b>EUR 4 Million</b> ; this criterion applies to the tenderer as a whole, i.e., a consolidated assessment of the combined capacities of all involved entities will be carried out.
Evidence for criterion:	Copy of the profit and loss accounts and balance sheet for the last two years for which accounts have been closed from each concerned involved entity, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months.

### **2.15.5.3. Previous experience and deliveries (S2)**

Candidates must be professionally and technically capable of performing the contract they apply for.

The table below shows which documents shall be submitted by the Candidates during the Selection Stage.

Candidates may, where appropriate, rely on the capacities of other entities, regardless of the legal nature of the links which they have with them. In that case, Candidates must prove to the Contracting Authority that they will have at their disposal the resources necessary for performance of the contract. By submitting a Request to Participate, each legal entity involved therein accepts the possibility of a review being carried out by the Contracting Authority on its technical capacities and, if necessary, on its quality control measures.

Candidates must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

Name of the document	Specific requirements	Annex to the Specifications	When to be submitted?
Declaration on honour on the exclusion and selection criteria	<ul style="list-style-type: none"> <li>• Shall be signed by an authorised representative of the Candidate.</li> </ul>	<a href="#">Annex 6</a>	With the Request to Participate <b>(Selection Stage)</b>  (This declaration is part of the declaration used for exclusion criteria (see section 2.15.4) so only one declaration covering both aspects should be provided by each concerned entity)
EuroHPC JU Questionnaire	<ul style="list-style-type: none"> <li>• Candidates shall fully fill in the Annex 10D – EuroHPC JU Questionnaire (excel form) and follow the instructions in the “Guidance” worksheet within the excel form.</li> </ul>	Annex 10D (included as a separate document)  (to be provided only as an electronic file in the Excel format)	With the Request to Participate <b>(Selection Stage)</b>
Short description of the Candidate’s economic activity	<ul style="list-style-type: none"> <li>• Maximum ten (10) pages – if applicable, irrespectively of the number of groups of economic operators members/Subcontractors – covering:               <ul style="list-style-type: none"> <li>○ Economic Activity and Working Environment related to R&amp;D and federation of IT resources</li> </ul> </li> </ul>	n/a	With the Request to Participate <b>(Selection Stage)</b>



Name of the document	Specific requirements	Annex to the Specifications	When to be submitted?
	<ul style="list-style-type: none"> <li>The Candidate's economic activity should clearly indicate how it supports the provision of federation services and accommodates the EuroHPC JU's objectives defined in section 1.</li> </ul>		

**Table 7 Previous experience and deliveries Documents to be submitted**

## Evaluation of previous experience and deliveries

The Candidate's economic activity must be relevant to the Federation platform defined in the scope of this call for tender. The Candidate must have a dedicated organisational structure in place to provide the deliveries and services in scope.

Furthermore, the relevance of the economic activity should be substantiated with proof and a description of the following (minimum required) centre:

- Candidates must manage at least one **call centre** in one of the Member States of the European Union or one of the EFTA countries that supports at least two (2) Clients with environments similar to the EuroHPC JU Federation platform and, with at least two (2) English speaking staff.  
In case of a group of economic operators or subcontracting, Candidates should only list operational support centres belonging to the group of economic operators member or Subcontractor that will be delivering the support and maintenance services.
- An accompanying certificate from the recipient or by a declaration of the economic operator as evidence of deliveries and services.

### **2.15.5.4. Professional and Technical qualifications (S3)**

#### Documents to be submitted

Candidates must provide a list of the relevant industry standards and frameworks the Tenderer audits themselves against, the intervals at which these audits take place and details of any external audit attestations or certifications, e.g. an indication of the technicians or technical bodies involved, whether or not belonging directly to the firm, especially those responsible for quality control; and any certifications, or equivalents, e.g. quality management ISO 9001 certification; security management ISO 27001 certification.

The table below shows which documents shall be submitted by the Candidates during the Selection Stage.

Candidates may, where appropriate, rely on the capacities of other entities, regardless of the legal nature of the links which they have with them. In that case, Candidates must prove to the Contracting Authority that they will have at their disposal the resources necessary for performance of the contract, for example by submitting a written undertaking on the part of those entities to place those resources at the Candidates' disposal.

By submitting a Request to Participate, each legal entity involved therein accepts the possibility of a review being carried out by the Contracting Authority on its technical capacities and, if necessary, on its quality control measures.

Name of the document	Specific requirements	Annex to the Specifications	When to be submitted?
Educational and Professional Qualifications Statement	<ul style="list-style-type: none"> <li>• A generic statement of the educational and professional qualifications of the Candidate’s staff, and in particular, those responsible for the provision of the services or the conduct of work which have the same nature as the purpose of the procurement procedure.</li> <li>• The Statement or certificates (if applicable) must demonstrate the educational and professional qualifications of the Candidate assessed with regard to the number of experts the Candidate has among their staff covering the following roles with at least 3 years of experience on that role as well with respect to the coverage of all roles by different persons: <ul style="list-style-type: none"> <li>○ Platform architect;</li> <li>○ Software engineer;</li> <li>○ Platform security officer;</li> <li>○ Project manager.</li> </ul> </li> </ul>		With the Request to Participate <b><i>(Selection Stage)</i></b>

**Table 8 Professional and Technical certifications Documents to be submitted**

## Evaluation of Professional and Technical capabilities

No	Criterion	Weighting (maximum points)	Minimum threshold
1)	<p>The Candidate's Professional Qualifications relevant to the requirements of the procurement.</p> <p>The Candidate will be assessed with regard to the quality and experience of experts the Candidate has among their staff covering the following roles with at least 3 years of experience on that role as well as with respect to the coverage of all roles by different persons:</p> <ul style="list-style-type: none"> <li>• Software architect;</li> <li>• Software engineer;</li> <li>• Platform security officer;</li> <li>• Project manager.</li> </ul>	50	25
	Total number of points	50	25

**Table 9 Evaluation criteria of Professional and Technical certifications (S2)**

### 2.15.5.5. Technical platform design Proposal (S4)

#### Documents to be submitted

The table below shows which documents shall be submitted by the Candidates during the Selection Stage. The detailed system specifications will be determined in the negotiation phase.

Name of the document	Specific requirements	Annex to the Specifications	When to be submitted?
Initial Technical Specifications	<p>An initial technical specifications document with appendices duly completed, including at least high-level information about:</p> <ul style="list-style-type: none"> <li>• Platform architecture</li> <li>• List of federation components</li> <li>• Installation and use capabilities</li> <li>• Interconnect to other federated platforms</li> <li>• Database implementation, place and ownership</li> <li>• Software stack federation capabilities</li> <li>• AAI capabilities</li> <li>• Federated scheduler capabilities</li> <li>• Resource allocator and manager capabilities</li> </ul>		With the Request to Participate <b>(Selection Stage)</b>

Name of the document	Specific requirements	Annex to the Specifications	When to be submitted?
Initial Technical Proposal	A technical proposal including all information describing the means which the Candidate plans to perform for the execution of the contract.		With the Request to Participate <b>(Selection Stage)</b>

**Table 10 Documents to be submitted for Technical system design Proposal**

Evaluation of Technical value of the platform design

The evaluation score for each Candidate will be calculated based on the following criteria:

Criteria	Evaluation Details	Weighting (maximum number of points)	Minimum Threshold
Quality of the platform assessed in relation to defined requirements.	<ul style="list-style-type: none"> <li>Platform architecture</li> <li>Number of components it is capable to federate</li> <li>Ease of use and installation</li> <li>Capability for upgrades and adjustments</li> <li>AAI components</li> <li>Security level of the platform</li> </ul>	250	140
Quality of the software and middleware assessed in relation to defined requirements	<ul style="list-style-type: none"> <li>platform and administrative software</li> <li>Integration environment</li> <li>Maturity and flexibility of the components</li> <li>Capability of the platform to federate the components listed in the procurement document.</li> <li>The level of security of the software and middleware</li> </ul>	100	50
EU added value	<ul style="list-style-type: none"> <li>Contribution to the objectives of the EuroHPC Joint Undertaking</li> </ul>	80	40
Total number of points		430	230

**Table 11 Evaluation Criteria for Technical value of the platform design (S3)**

### 2.15.6. Selection of the Candidates to Dialogue Stage

The “Requests to Participate” will be ranked in descending order on the basis of the announced selection criteria (Section 2.15.5 Selection criteria of this Descriptive document) with a view to establishing a list of (up to) three (3) Candidates having scored the most in the selection stage, provided that there are enough economic operators who satisfy the exclusion and selection criteria.

The evaluation score for each Candidate will be calculated based on the following criteria:

No	Criterion	Name of the document	Weighting (maximum number of points)	Minimum Threshold
S1	<b>Evaluation of economic and financial capacity</b>	Annex 6, Annex 7, Balance Sheets and Profit and loss accounts	Pass	
S2	Professional and Technical capacity:  <b>Professional and Technical certifications</b>	Educational and Professional qualifications Statement. Technical and Professional Qualifications	50	25
S3	Professional and Technical capacity:  <b>Technical value of the system design</b>	Initial Technical Specifications  Initial Technical Proposal	430	230
	Total number of points		480	280

**Table 12 Selection of the Candidates to Dialogue Stage**

### 2.15.7. Information to the Candidates

The Contracting Authority will inform Candidates of decisions reached during the Selection Stage, including the grounds for any decision not to invite the Candidate to the Dialogue Stage, or to relaunch the procedure.

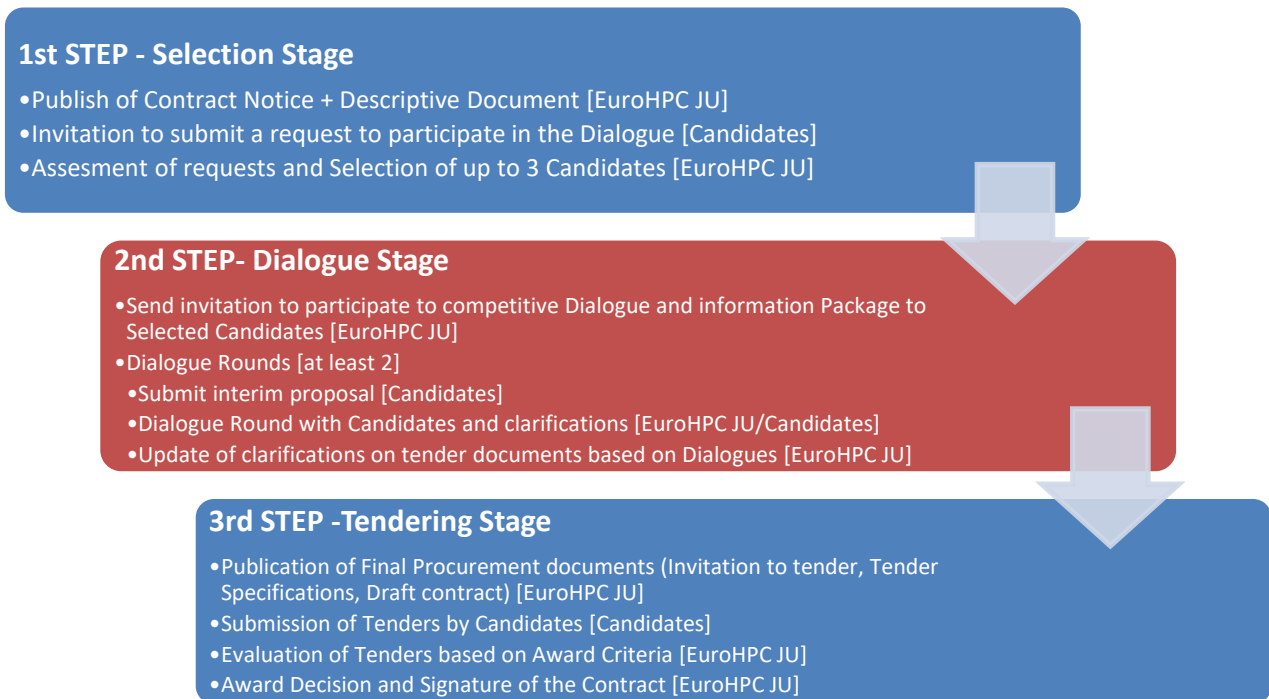
If a written request is received, the Contracting Authority will inform the requesting Candidate of the reasons for its rejection.

However, certain information may be withheld if its release would impede law enforcement, or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

## 2.16. Dialogue Stage – Participation in the Dialogue

The Contracting Authority will open a dialogue with (up to) three (3) Candidates, with the aim of identifying the means best suited to satisfying its needs.

The Dialogue stage is the second step of the competitive dialogue.



*Diagram 3. Competitive Dialogue Procedure Overview*

### 2.16.1. Introduction

The Invitation to Dialogue represents the formal closure of the Selection Stage and kicks off the dialogue stage of the EuroHPC JU procurement procedure. The Contracting Authority shall open a dialogue with the selected Candidates in order to identify and define the technical, legal and financial means best suited for the achievement of its detailed technical, contractual and financial objectives of this procurement procedure.

In the second stage of the procedure ("**Dialogue Stage**"), a dialogue will be opened with the selected Candidates.

The dialogue will be held individually with each Candidate in order to:

- Ensure **collaboration and strategic alignment** between the EuroHPC JU's strategic objectives and the Candidate's business objectives.
  - Ensure alignment of the Candidate with the objectives of the EuroHPC JU and the federation of the supercomputers.
- Ensure **technical and professional alignment** between the EuroHPC JU's requirements and needs and the Candidate's updated proposal (interim proposal) for EuroHPC JU (hereinafter "the Preliminary Proposal").
  - Present the Candidate's proposed solutions.

- Validate with Candidate the alignment of the Preliminary Proposal based on the technical requirements with the ~~and~~ EuroHPC JU 's requirements.
- Ensure **alignment on the financial aspects** with the Candidate, in particular:
  - Alignment on the overall price and pricing model.
- Ensure **alignment on the administrative/legal aspects** with the Candidate.

Candidates are hereby informed that:

- a. The Candidates could be required to submit an updated proposal (interim proposal) to the Contracting Authority (hereinafter "the Preliminary Proposal") as a first step of the Dialogue Stage prepared according to terms and conditions of the invitation to the dialogue stage.
- b. The dialogue meetings will be initiated on the basis and by taking stock of the contents of the above-mentioned Preliminary Proposal, every aspect of which could be subject of discussion and revision.
- c. There will be at least 2 physical dialogue meetings organised during the Dialogue Stage. The Contracting Authority reserves the right of having further dialogue meetings.
- d. Following the dialogue carried out on the basis of the Preliminary Proposal, the Contracting Authority will provide to Candidates a detailed set of documents, including technical management and contractual requirements. The Contracting Authority reserves the right to require Candidates to submit Refined Proposal(s) on the basis of such tender documentation (including updated clarifications), requesting from the Candidates to increase the level of precision of their propositions with respect to the Preliminary Proposal. Alternatively, the Contracting Authority can decide to close the dialogue phase. In this case, the detailed set of documents will represent the baseline for the Tendering Stage.
- e. The Contracting Authority reserves the right to discard or reduce the number of solutions discussed/proposed during the Dialogue Stage by applying award criteria defined in Section 2.17.4 Award Criteria.
- f. The Contracting Authority reserves the right to further detail and clarify the high-level award criteria (section 2.17.4 Award Criteria) as well as their weighting factors and minimum thresholds. All criteria, sub-criteria and all weightings shall be fixed by the time of invitation to submit preliminary and subsequent Proposals (Invitation to Dialogue) is sent out.
- g. If there is only one Candidate invited to the Dialogue Stage, the Contracting Authority may choose to proceed with the dialogue even with such single Candidate, being understood that this does not warrant or imply that any Contract will be finally awarded.
- h. On the basis of the development of the dialogue phase, the Contracting Authority will declare at its own discretion the closure of the dialogue phase and launch of the Tendering Stage (described in section 2.17 Tendering Stage - Submission of the final tender below).
- i. In case the present procurement procedure will turn out to be unsuccessful, the Contracting Authority reserves the right to re-initiate a procurement procedure.
- j. Principles of equal treatment and non-discrimination will be strictly followed.

Draft Planning – Dialogue Stage

Date	Topic
19 December 2023	Notification letters to the successful and unsuccessful Candidates.



Date	Topic
	Dispatch of the Invitation to Dialogue (ITD) to the selected Candidates.
<b>12 January 2024</b>	Plenary Candidates Briefing on Dialogue Stage by the EC/EuroHPC JU and the Hosting Entity for each lot:  General presentation of the Dialogue Stage procedure, draft Technical Annexes and draft Contract by the EC/EuroHPC JU, followed by a Questions and Answers session.
<b>2 February 2024</b>	Two (2) Interactive dialogue sessions with each of the Candidates individually to ensure strategic; technical and professional; financial and legal alignment as defined above.

**Table 13 Timetable Dialogue Stage**

### 2.16.2. Briefing meeting

The qualified candidates will be informed about the date, time and place of the Briefing meeting registered e-mail with acknowledgment of receipt. The participation of the qualified candidates to this briefing meeting is mandatory for the continuation of the procedure. The Candidates will be also informed about the deadline of submitting the Non-Disclosure Agreement (NDA) to the contact person of Contracting Authority.

### 2.16.3. Tendering Package

The tendering package will include:

- I. detailed rules of procedure for the dialogue including the organisation of relevant steps and an overview of the schedule;
- II. specifications providing Candidates that participate in the dialogue with detailed technical specifications of the Federation platform and the related services to be procured;
- III. tender requirements for the Preliminary Proposal. Candidates are hereby informed that such tender requirements for the Preliminary Proposal may be adjusted/refined/clarified in the context of the invitation to the dialogue;
- IV. draft Contract;
- V. any additional documents if necessary.

### 2.16.4. Interim (Preliminary and intermediate) Proposals

The deadline for the submission of the preliminary proposals will be communicated by the Contracting Authority by registered e-mail with acknowledgment of receipt. Following to the sending of the initial proposals, dialogue sessions will be organized with the candidates.

After each dialogue session, the Candidates shall submit an intermediate proposal updated with the modifications derived from the dialogue session. The intermediate proposal must be submitted within a number of calendar days communicated by the Contracting Authority along with the dialogue session minutes. Any failure to send a proposal or any reception of a proposal beyond the deadline will lead to the elimination of the Candidate.

The intermediate proposals shall include all the previously submitted listed documents updated. In addition, the Candidate will add a signed letter by an authorised representative indicating that it commits to all the documents constituting its new proposal. A specific chapter in the offer indicating major changes from the previous offer must be included.

#### **2.16.5. Dialogue sessions**

As described under section 1.3, the dialogue will be held individually with each Candidate in order to discuss the initial proposal submitted. The dialogue will be organised around four (4) streams that look at different dimensions of the initial tender presented by the Candidate:

- Collaboration and Strategic Alignment
- Technical Alignment
- Financial Alignment
- Legal Alignment

These issues/dimensions/points shall be discussed during the rounds of interactive sessions that will be planned with the Candidates. Two (2) rounds are currently foreseen, but the number of rounds could be increased if required. Before each of the sessions, the Contracting Authority may provide the Candidate with more specific information of what will be discussed and requested.

Each candidate will be received separately, and the duration of the dialogue sessions will be strictly identical for each candidate. The final schedule and details of these sessions will be announced to the Candidates as part of the Invitation to Dialogue.

For each meeting, a notice will be sent to the candidate by registered e-mail with acknowledgment of receipt specifying the date, time and place of the meeting as well as the modalities for the transmission, in an electronic version, of the documents (slides or other documents) that will be presented by the Candidates.

The Candidate shall indicate five (5) calendar days before the date of meeting, whether or not it participates in this meeting and specify the names and the positions of the people who will attend the dialogue session. The Candidate's absence from a dialogue session will lead to its exclusion from the continuation of the procedure. This exclusion shall be notified to the candidate by registered e-mail with acknowledgment of receipt. This absence will be recorded in the minutes of the meeting.

At the beginning of each meeting, Candidates must sign a sign-in sheet provided by the Contracting Authority. The Contracting Authority will draw up the minutes of each dialogue session, which will be sent to the Candidate within five (5) working days following the dialogue session. The minutes of the dialogue session will mention all the information exchanged during the dialogue session. The Candidate will have three (3) working days following reception of the minutes to make its observations. At the end of these three (3) days, without answer of the Candidate, the minutes will be considered as accepted.

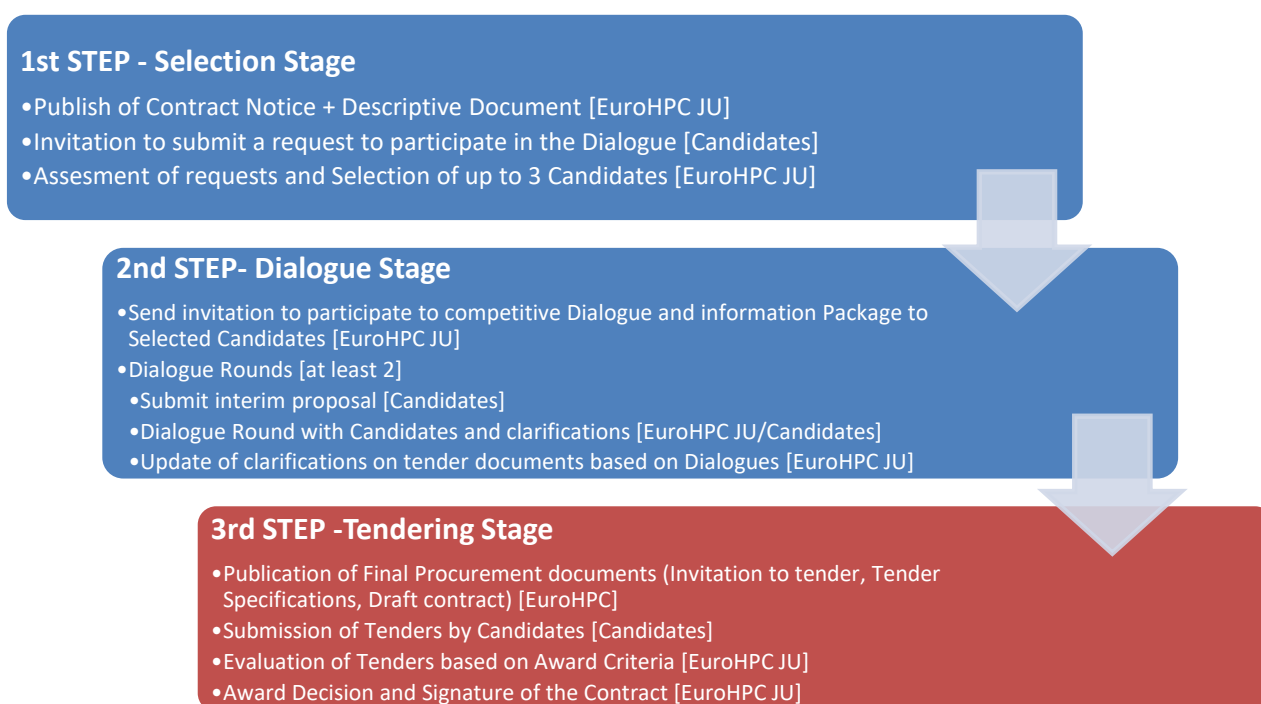
## 2.17. Tendering Stage - Submission of the final tender

After the Dialogue Stage has concluded, the Contracting Authority will ask all the remaining Candidates to submit their final tender based on their final proposal presented and specified during the dialogue. The final Tender shall contain all the elements required and necessary to perform the deliveries and services in scope. Please note (that the Tenderers will be required to confirm) that matters discussed during the dialogue period will not be re-opened after the final Tender submission nor will new points be raised.

Clarification, specification, optimisation or additional information may be asked from the Candidates about their final offers. However, such requests may not have the effect of changing essential aspects of the final Tender, notably the needs and requirements set out in the tender documentation, where the variations brought are likely to distort competition or have a discriminatory effect.

The Contracting Authority will assess the final Tenders on the basis of the Award Criteria laid down in these Tender Specifications to identify the tender offering the best price-quality ratio (see award criteria set out in section 2.17.4).

The Tendering stage is the third and last step of the competitive dialogue.



*Diagram 4. Competitive Dialogue Procedure Overview*

### 2.17.1. Introduction

In the third stage of the procedure ("**Tendering Stage**"), the dialogue will be declared concluded, and the Contracting Authority will ask the Candidates to submit their final tender. These final tenders will have to be submitted in accordance with the "Invitation to Tender", which will be composed of the draft Contract and final technical specifications, and which will be sent to the Tenderers after the conclusion of the dialogue.

The tenders will be evaluated on the basis of the award criteria (see section 2.17.4), which are set out in this descriptive document, and which may be refined in the documentation of the Invitation to Tender.

After the evaluation of tenders, the successful tenders will be ranked in descending order. The Contracting Authority will award one contract to the Tenderer offering the best price-quality ratio.

Candidates are hereby informed that:

- a) The final tender shall contain all the elements required and necessary for the performance of the EuroHPC JU contract and agreed upon during the dialogue phase.
- b) At the request of the Contracting Authority, these tenders may be clarified, specified and fine-tuned provided this does not have the effect of changing essential aspects of the tender or of the Invitation to Tender, and/or result into variations which could distort competition or have a discriminatory effect.
- c) The final tender offers will be evaluated on the basis of the Award Criteria and the award decision or rejection will be communicated to the Tenderers.
- d) At the request of the Contracting Authority, all the Tenderers having submitted a final tender and/or the Tenderer identified as having submitted the final tender offering best value for money may be asked to clarify aspects of the tender or confirm commitments contained in the tender provided this does not have the effect of modifying substantial aspects of the procurement and does not risk distorting competition or causing discrimination. The EuroHPC JU reserves the right to insert a fine-tuning step to the Tendering Stage to this effect in case need is identified. No modification of the price or in the technical offers shall be allowed.
- e) The award decision is subject to standstill period lasting until 10 calendar days have elapsed from the day after the simultaneous dispatch of the rejection and award notification letters. Following the elapse of standstill period, the Contracting Authority and the successful Tenderers can enter into a Contract.
- f) The Contracts award notice will be published in the Official Journal of European Union following the signature of the Contracts.

Draft Planning – Final Tender Stage

<b>Date</b>	<b>Topic</b>
<b>15 March 2024</b>	Dispatch of the final Invitation to Tender (ITT) to the Candidates
<b>10 April 2024</b>	Deadline for submitting requests for additional information
<b>18 April 2024</b>	Deadline for submission of the final tender by the Tenderers
<b>22 April 2024</b>	Opening of the Tenders
<b>15 May 2024</b>	Evaluation of the Tender
<b>24 May 2024</b>	Notification of the results of the award stage
<b>12 June 2024</b>	Signature of the contract

Date	Topic
1 July 2024	Start implementation of the contract

**Table 14 Timetable Tendering Stage**

### 2.17.2. Overview of the Evaluation

After concluding the Dialogue Stage, a final Invitation to Tender is issued, inviting the Candidates to submit a Final Offer. Subsequently a contract will be awarded to the economic operator who submits the tender offering best price-quality ratio with regard to the Award Criteria (see section 2.17.4).

Tenders will be evaluated on the basis of the following award criteria and their weighting:

- Criterion 1: **Technical value** of the platform design (see section 2.17.5).
- Criterion 3: **Quality of services** (see section 2.17.6).
- Criterion 4: **EU Added Value** (see section 2.17.7).

### 2.17.3. The final tendering package

The final tendering package will include the same documents set out in the dialogue stage, updated after the last dialogue session, and all minutes of the dialogue sessions.

Candidates should annex a security self-assessment identifying any security issues and detailing how those issues will be addressed in order to comply with the relevant national and European Union laws.

### 2.17.4. Award Criteria

Each contract will be awarded to the economic operator who submits the best tender with regard to the following award criteria:

Criteria		Weighting (maximum number of points)	Minimum threshold
Criterion 1: <b>Technical value</b> of the platform design		50	30
Sub-Criterion 1.1	Quality of the platform assessed in relation to corresponding Mandatory Requirements (MANDATORY), Very High Target Capabilities (VERY HIGH) and High Target Capabilities (HIGH) given in the Table 2. Related features must include: <ul style="list-style-type: none"> <li>• Platform architecture</li> <li>• AAI</li> <li>• Flexibility for installation at hosting sites</li> <li>• Resource management</li> <li>• Data transfer/mover solutions</li> </ul>	25	15

	<ul style="list-style-type: none"> <li>• Ease of use</li> <li>• Ease of future upgrades and adjustments of software components</li> <li>• Interoperability of software, workflows and applications across systems</li> <li>• Security of the solution</li> </ul>		
Sub-Criterion 1.2	<p>Quality of the services assessed in relation to corresponding MANDATORY, VERY HIGH and HIGH given in the Table 2. Related features must include:</p> <ul style="list-style-type: none"> <li>• Collaboration assurance with hosting sites</li> <li>• Provided service quality assurance, availability, response frequency and flexibility</li> <li>• Comprehensive training portfolio</li> <li>• Future updates and upgrades flexibility</li> <li>• User friendliness</li> </ul>	25	15
<p>Criterion 2: <b>Quality of services</b> including but not limited to the following aspects (which are listed in no particular order):</p> <ul style="list-style-type: none"> <li>• Installation (including the project plan)</li> <li>• Maintenance and support</li> <li>• Training and knowledge transfer</li> <li>• Risk management</li> </ul>		20	12
<b>Criterion 3: EU added value</b>		10	6
<b>TOTAL number of points</b>		80	<b>48</b>

**Table 15 Award Criteria - Tendering Stage**

The result of the technical evaluation is the sum of points obtained as a result of the evaluation of each criterion. Only those tenders which obtain at least the minimum points for each criterion stated in the table above and obtain a total score of at least 48 points will be considered for the award of the contract.

Since the assessment of the final Tenders will focus on the quality of the proposed services, Tenderers should elaborate on all points addressed by these specifications, in order to score as many points as possible. The mere repetition of mandatory requirements as set out in these specifications, without going into details, will result in a low score.

If a Tenderer's proposal goes beyond the minimum requirements described in the technical specifications, such a proposal shall be binding during the execution of the contract if it is awarded to that Tenderer.

Tenderers may submit a Tender as an individual Tenderer or as leader of a group of economic operators or member of a group of economic operators submitting a Tender. Involved entities must not be subject to conflicting interests, which may negatively affect the contract performance.

The Contracting Authority will give due consideration to the EU added value of the platform software solution that will be proposed by the Tenderer, assessing to what extent it contributes to achieving the objectives of the EuroHPC JU, as these are defined in the Regulation establishing the EuroHPC JU. In this regard, the inclusion of EU software solutions of the Tenderer is encouraged.

#### 2.17.5. Criterion 1: Technical value of the system design

Criterion 1 “Technical value of the system design” is divided in two sub-criteria, as specified in table 14.

The functional and performance capabilities of the proposed solution will be assessed in comparison to the technical specifications. The latter are derived from the use case requirements and site local constraints. EuroHPC JU will use applications to review the corresponding MANDATORY, VERY HIGH and HIGH requirements defined in the Table 2.

For each of the two sub criteria a score between zero (requirements are insufficiently met) and 25 (requirements are met to fullest satisfaction) is derived from the offer. Utilizing the weights defined in Table 14, the final score is computed.

#### 2.17.6. Criterion 2: Quality of services

The functional and performance capabilities of the proposed solution will be assessed in comparison to the technical specifications. Quality of services should include at least the following aspects (which are listed in no particular order of priority):

- Installation (including the project plan)
- Maintenance and support
- Training and knowledge transfer
- Risk management

#### 2.17.7. Criterion 3: EU added value

The mission of the EuroHPC JU is to develop, deploy, maintain, and extend in the Union a world leading federated and secure supercomputing, quantum computing service and connection to the data infrastructure ecosystem such as federated data spaces and data lakes.

The proposed tenders will be assessed on the added value they bring in contributing to the achievement of the above mission as well as the objectives of the EuroHPC JU, as defined in Regulation (EU) 2021/1173 establishing the EuroHPC JU.<sup>12</sup>

Tenders will be assessed in particular against the following aspects:

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<sup>12</sup> Council Regulation (EU) 2021/1173 of 13 July 2021 on establishing the European High Performance Computing Joint Undertaking and repealing Regulation (EU) 2018/1488 (OJ L 256, 19.7.2021, p. 3–51).

- Establishment in Europe of a world-leading federated and secure High Performance Computing and quantum computing service and data infrastructure ecosystem;
- Interconnection of the federated and secure supercomputing and data infrastructure with the European data spaces and cloud ecosystem for providing computing and data services to a wide range of public and private users in Europe;
- Support of the uptake and systematic use of research and innovation results generated in the Union through federation;
- Support of a highly competitive and innovative supercomputing and data ecosystem broadly distributed in Europe contributing to the scientific and digital leadership of the Union;
- Widening the use of supercomputing services and the development of key skills that European science and industry need through federation;
- Reinforce and secure the digital technology supply chain.

#### 2.17.8. **Final selection**

After evaluating all the received Tenders, the Contracting Authority will establish a ranked list. The highest ranked Tender will be awarded the contract. Should the outcome of the evaluation lead to two or more Tenders with the same result, the Tenderer who has been awarded the highest marks for Criterion 1 will be deemed to be the most economically advantageous Tender. This approach will continue to be applied to each of the award criteria in the descending order listed below until a most economically advantageous Tender can be determined: Criterion 2, and Criterion 3.



### 2.17.9. Documents to Submit - Final tender

The final Tender shall include the following documents:

Name of the document	Specific requirements	Annex to the Specifications	When to be submitted?
Technical Specifications	Technical specifications and their appendices duly completed, including at least detailed information about: <ul style="list-style-type: none"> <li>• Platform architecture</li> <li>• Special needs for its adaptation by the EuroHPC JU HPC systems</li> <li>• Authorisation, Authentication, and Identification (AAI) standards and services</li> <li>• Resource management solutions</li> <li>• Software stack, applications and workflow tools management solutions</li> <li>• Security compliance</li> <li>• EuroHPC JU users personal information database solution, ownership and maintenance</li> <li>• Risk analyses and mitigations</li> <li>• Helpdesk support and feedback mechanisms</li> <li>• User data transfer and data move solutions</li> <li>• Abilities of interconnection to federated data platforms</li> <li>• Training of users</li> <li>• Technical requirements of ownership transfer after the procurement contract period.</li> </ul>		With Final Tender <b>(Tendering Stage)</b>
Technical Tender	A technical tender including all information describing the means which the Candidate plans to perform for the execution of the contract.	<a href="#">Annex 10C</a>	With Final Tender <b>(Tendering Stage)</b>
Financial Offer	Financial offer model duly completed	<a href="#">Annex 2</a>	With Final Tender <b>(Tendering Stage)</b>

**Table 16 Documents to Submit for Final Tender**

and must comply with the following guidelines:

- Maximum number of pages: 300
- Must be worded concisely
- Do not include sales brochure summaries

- Do not include generic diagrams; only include diagrams, graphs and images that are directly relevant to the bid
- Page format shall be A4
- Font size for the body text shall be 10 pt

The Tenderer must document all assumptions in their final Tender, in the assumptions section of the technical Tender template, except the pricing related assumptions, which shall be documented in the Financial offer model (Annex 2). The Financial offer needs to reflect the two phases off the implementation of the contract.

Additional or separate data that the Tenderer may wish to present for clarification will NOT be accepted or considered by the Contracting Authority.

Where a submitted document, including the table of contents, figures, graphs, examples, annexes, and all other additional information, exceeds the maximum limits as set out above, after the maximum allowed number of pages/characters, starting from the beginning of the document.

It is not permitted to make cross-references between the documents.

#### **2.17.10. Information to Tenderers**

The Contracting Authority will inform Tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award the contract, or to relaunch the procedure.

Once the Contracting Authority has opened a Tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the Tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the Contracting Authority is entitled to make available (any part of) the Tender to its staff and the staff of other Union institutions, agencies and bodies, as well to other persons and entities working for the Contracting Authority or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision Tenderers whose Tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the Financial Regulation, who are not rejected under Article 141 of the Financial Regulation, whose Tenders are not found to be incompliant with the procurement documents, and who make a request in writing will be notified of the name of the Tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. The Contracting Authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets<sup>13</sup>.
- The Contracting Authority may disclose the submitted Tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there

---

<sup>13</sup> For the definition of trade secrets please see Article 2 (1) of Directive (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

is an overriding public interest in disclosure<sup>14</sup>, the Contracting Authority may refuse to provide full access to the submitted Tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the Tenderer, including intellectual property.

The Contracting Authority will disregard general statements that the whole Tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The *Contracting Authority* reserves the right to make its own assessment of the confidential nature of any information contained in the Tender.

However, certain information may be withheld if its release would impede law enforcement, or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

#### **2.17.11. Signing of the Contract and publishing of the award notice**

The procurement procedure is concluded by the signature of the contract by the parties, or by a decision not to conclude the contract. After the period of validity of the Tender has expired, conclusion of the contract shall be subject to the Tenderer's agreement in writing.

No contractual relationship will exist until the Contract has been signed by the successful Tenderer and the Contracting Authority. The dispatching of the notification letters does not create any contractual relationship. The Contracting Authority undertakes not to sign the Contract until a standstill period of at least 10 calendar days has elapsed following the dispatch of the notification letters.

Additionally, the Contract will not be signed unless the successful Tenderer provides, depending on the Contracting Authority request, the evidence referred to in Section 2.15 Selection stage – Submission of the Request to Participate above, confirming the declaration on honour for the exclusion and selection criteria.

The contract resulting from the award of this call for tenders will be divided in two phases as described in section 1.5, i.e., a first phase of 24 months and a second phase of 36 months. The contractor will be authorised to continue the performance of the contract in the second phase only with a written consent of the Contracting Authority following an analysis of the progress achieved in the implementation of the first phase as described in section 1.2 of the technical part of the Descriptive Document. The Contracting Authority will notify the contractor in writing about its consent 9 months before the start of the next phase.

When the Contract is signed, the Contracting Authority will publish an award notice in the Official Journal of the European Union summarising the result of the call for tenders.

---

<sup>14</sup> See Article 4 (2) of the Regulation (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents.

### 3. JOINT REQUESTS, JOINT TENDERS AND SUBCONTRACTING

This section only applies for Requests to Participate and Tenders involving joint bids or subcontracting. If this is not the case, this section can be skipped. Candidates must be aware that the grouping of economic operators presenting the Request to Participate is actually considered as one Candidate.

#### 3.1. Making a Request to Participate or Tender, in collaboration with other companies

Where a Request to Participate or Tender involves several legal entities, they may choose between:

- making a joint Request to Participate or Tender, in which case all the economic operators must be considered as partners and, if theirs is the successful Request to Participate or Tender, as Contractors (in this case, one of the partners must be put forward as co-ordinator or leader to manage the Contract); or
- making a Request to Participate or Tender in the name of only one Candidate or Tenderer, who is then the sole Tenderer or Contractor if the request or bid is successful, the other legal entities being considered as Subcontractors.

Whichever type of Request to Participate or Tender is chosen (joint Request to Participate or joint Tender or Request to Participate or Tender in the name of one Tenderer), the partners must stipulate the role, qualifications and experience of each legal entity and, where relevant, the monitoring arrangements that exist between them.

##### 3.1.1. Joint Request to Participate or joint Tender

Partners in a joint Request to Participate or joint Tender must assume joint and several liability towards the Contracting Authority for the performance of the Contract as a whole. Statements saying, for instance:

- that one of the partners of the joint Request to Participate or joint Tender will be responsible for part of the Contract and another one for the rest, or
- that more than one contract should be signed if the joint Request to Participate or joint Tender is successful,

are thus **incompatible** with the principle of joint and several liability.

The Contracting Authority will disregard any such statement contained in a joint Tender and reserves the right to reject such Tenders without further evaluation, on the grounds that they do not comply with the specifications.

In the case of a joint Tender, one of the partners of the joint Request to Participate or joint Tender (co-ordinator or leader) should be given power of attorney to represent the other parties to sign and administrate the CONTRACT (see Annex 4B Power of Attorney).

If the joint Request to Participate or joint Tender is selected, the partners may be required to adopt a given legal form after they have been awarded the CONTRACT if this change is necessary for proper performance of the CONTRACT.

Changes in the composition of the group during the procurement procedure (after the deadline for submission of requests to participate and before contract signature) shall lead to rejection of the request to participate/tender, with the exception of the following case:

- case of a merger or takeover of a group member (universal succession), provided that the following cumulative conditions are fulfilled:
  - the new entity is not subject to restrictive measures, has access to procurement (see Section 1.4) and is not in an exclusion situation (see Section 2.15.4),
  - all the tasks assigned to the former entity are taken over by the new entity member of the group,
  - the group meets the selection criteria (see Section 2.15.5),
  - the change must not make the tender non-compliant with the procurement documents,
  - the terms of the originally submitted tender are not altered substantially and the evaluation of award criteria of the originally submitted tender are not modified,
  - the new entity undertakes to replace the former entity for the implementation of the contract, in case of an award.

### 3.1.2. Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators, which will perform part of the contract on its behalf. If certain tasks/deliveries provided for in the Contract are entrusted to Subcontractors, the Contractor retains full liability towards the Contracting Authority for performance of the CONTRACT as a whole. Accordingly:

- the Contracting Authority will treat all contractual matters (e.g., payment) exclusively with the Contractor, whether or not the tasks are performed by a Subcontractor or Freelancer;
- Under no circumstances can the Contractor avoid liability to the Contracting Authority on the grounds that the Subcontractor or Freelancer is at fault.

It is forbidden for a Tenderer who tenders alone or as part of a group of economic operators to act as Subcontractor for another Tenderer or group of economic operators. In such a situation, all the Tenderers or consortia concerned will be rejected.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)).
- d) Use of staff without employment contract (“self-employed persons working for the contractor”), without the tasks of the self-employed persons being particular well-defined parts of the contract.

- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tenders.
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the procurement documents expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a group member.

The critical tasks that are not subject to subcontracting and that are applicable to each lot are the following:

No.	Critical Task Description
1	Authorisation and authentication Identifier component
2	Resource allocation and monitoring manager
3	Federated data mover and data transfer component
4	Federated smart job scheduling manager
5	Federated complex workflow manager
6	Federated software stack manager
7	Federated scientific applications manager
8	User interface implementation of the platform
9	Project management and monitoring of contract execution

By filling in the form available in **Annex 4** (List of identified subcontractors), tenderers are required to provide the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

- subcontractors on whose capacities the tenderer relies upon to fulfil the selection criteria as described under Section 2.15.5;
- subcontractors whose intended individual share of the contract, known at the time of submission, is above 10 % .

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in **Annex 5.1** and signed by its authorised representative.

☞ Each tenderer shall identify such subcontractors and provide the commitment letters with its tender. The information must be true and correct at the time of submitting the tender. Any changes or additions regarding the envisaged subcontractors after the deadline for submission of tenders must be justified to the contracting authority.

The above rules apply also where the economic operators, which will perform part of the contract on behalf of a successful tenderer, belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

Changes concerning subcontractors identified in the request to participate (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the deadline for submission of requests to participate and before contract signature) require the prior written approval of the contracting authority subject to the following verifications:

- any new subcontractor is not subject to restrictive measures, has access to procurement if the rules on access to procurement apply also to subcontractors (see Section 1.4) and is not in an exclusion situation (see Section 2.15.4),
- the candidate/tenderer still fulfils the selection criteria, and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e., all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the contracting authority and resulted in a signed contract, is considered authorised.

## 3.2. Documents to submit – joint Request to Participate, joint Tender, subcontracting and freelancing

See: Annex 1 List of documents to be provided.

## 3.3. Evaluation of tenders in the case of joint Request to Participate / joint Tender or Subcontracting

### 3.3.1. Exclusion criteria

The exclusion criteria will be assessed in relation to each Candidate and Subcontractor individually. A request will be excluded if one or more candidate/subcontractor does not meet the exclusion criteria.

### 3.3.2. Selection criteria

#### Joint request

If several Candidates are involved in the request as partners of a joint request, a consolidated **economic and financial capacity** assessment shall be made.

The selection criteria concerning the **technical and professional capacity** will be assessed in relation to the group as a whole.

#### Subcontracting

A consolidated assessment of the **economic and financial capacity** shall be made, taking into account the extent to which the Subcontractor makes its resources available to the Candidate for the performance of the CONTRACT.

In the case where the Candidate intends to rely on the capacities of the Subcontractor in order to fulfil the selection criteria, as indicated in the questionnaire for joint tenders, subcontracting (see: Annex 4A), the selection criteria for the **technical and professional capacity** will be assessed in relation to the combined capacities of the Candidate and the Subcontractor as a whole, taking into account the extent to which the Subcontractor makes his resources available to the Candidate for the performance of the CONTRACT.

### 3.3.3. **Award criteria**

The award criteria will be assessed in relation to the Tender as a whole.

**Tenderers may submit Tenders either as an individual Tenderer or as leader of a group of economic operators or member of a group of economic operators submitting a Tender. Involved entities must not be subject to conflicting interests, which may negatively affect the contract performance. Tenderer should guarantee the high quality, functionality and the compatibility of the federated platform components and its solution as a whole in accordance with the descriptions in the tender specifications. In particular, Tenderer should guarantee the agreement of collaboration of EuroHPC JU hosting entities in the form of MoU for the implementation of the federation platform on EuroHPC JU systems.**

**The Contracting Authority will give due consideration to the EU added value of the supercomputing system that will be proposed by the Tenderer, assessing to what extent it contributes to achieving the objectives of the EuroHPC JU, as defined in the Regulation establishing the EuroHPC Joint Undertaking. In this regard, the inclusion of EU technologies and components in the supercomputing system of the Tenderer is encouraged.**



## 4. GLOSSARY

### 4.1. Glossary

Abbreviation	Description
AI	Artificial Intelligence
CN	Compute Node
DMZ	De-Militarized Zone (network)
FA	Final Acceptance
HPC	High Performance Computing
HPDA	High Performance Data Analytics
LN	Login Node
NWH	Non-Working Hours
OS	Operating System
PA	Provisional Acceptance
RMS	Resource Management System
RtP	Request to Participate
SN	Service Node
TTS	Time-to-Solution
VM	Virtual Machine
VN	Visualization Node
WH	Working Hours
WLM	Workload Manager

## 4.2. Index of Tables

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## 5. LIST OF ANNEXES

Overview of List of Appendixes and Annexes

Number	Name	Separate Document	Provided during dialogue phase only
1	List of documents to be provided		
2	Financial Response	YES	YES
3	Form for identification of the Tenderer		
4A	Questionnaire for joint tenders, subcontracting and freelancing		
4B	Power of Attorney		
4C	Letter of intent		
4D	Confidentiality Agreement		
5	Guarantee Model		
6	Declaration on honour on exclusion criteria and selection criteria		
7	Economic and financial capacity questionnaire		
8	Statements concerning IPR		
9	Delivery note		
10A	Request to Participate Response Format		
10B	Dialogue Technical Tender Response Format	YES	YES
10C	Technical Tender Response Template	YES	YES
10D	EuroHPC JU Questionnaire	YES	
11	Technical Specifications	YES	YES
12	Contract Template	YES	YES

## 6. ANNEX 1 LIST OF DOCUMENTS TO BE PROVIDED

### List of documents to be provided with the request

Name of the document	Annex to the Specifications / Internet link	Single Tenderer / Group of economic operators leader	Group of economic operators member	Subcontracting	Place in the request
<b>Administrative documents</b>					
Cover letter	---	YES			
List of documents to be provided	<a href="#">1</a>	YES			
Form for identification of the Tenderer	<a href="#">3</a>	YES	YES, one for each member		
Questionnaire for joint request and tenders, subcontracting and freelancing <i>(if applicable)</i>	<a href="#">4A</a>	YES <i>(one altogether for all entities involved)</i>			
Power of Attorney <i>(if applicable)</i>	<a href="#">4B</a>	NO / YES <i>(one altogether for all entities involved)</i>	YES <i>(one altogether for all entities involved)</i>		
Letter of intent <i>(if applicable)</i>	<a href="#">4C</a>			YES, one for each Subcontractor	
Mutual Confidentiality Agreement	<a href="#">4D</a>	YES	YES, one for each member	YES, one for each Subcontractor	
Financial identification form	<a href="http://ec.europa.eu/budget/contracts_grants/info_contract_s/financial_id/financial_id_en.cfm">http://ec.europa.eu/budget/contracts_grants/info_contract_s/financial_id/financial_id_en.cfm</a>	YES			

## Annex 1 List of documents to be provided

Name of the document	Annex to the Specifications / Internet link	Single Tenderer / Group of economic operators leader	Group of economic operators member	Subcontracting	Place in the request
Legal entity form	<a href="http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm">http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm</a>	YES	YES, one for each member		
Legal entity form - annexes	---	YES	YES, one for each member		
<b>Documents related to exclusion criteria</b>					
Declaration on honour (exclusion criteria and selection criteria)	<a href="#">6</a>	YES	YES, one for each member	YES, one for each Subcontractor	
Recent extract from judicial record	---	YES	YES, one for each member	YES, one for each Subcontractor <i>(if subcontracting <math>\geq</math> 10% of contract value)</i>	
Recent certificate issued by the competent authorities of the State confirming payment of taxes	---	YES	YES, one for each member	YES, one for each Subcontractor <i>(if subcontracting <math>\geq</math> 10% of contract value)</i>	
Recent certificate issued by the competent authorities of the State confirming payment of social security contributions	---	YES	YES, one for each member	YES, one for each Subcontractor <i>(if subcontracting is <math>\geq</math> 10% of contract value)</i>	
<b>Documents related to selection criteria</b>					
Economic and financial capacity questionnaire	<a href="#">7</a>	YES	YES, one for each member	YES, one for each Subcontractor	

Annex 1 List of documents to be provided

Name of the document	Annex to the Specifications / Internet link	Single Tenderer / Group of economic operators leader	Group of economic operators member	Subcontracting	Place in the request
				<i>(if subcontracting ≥ 10% of contract value)</i>	
<b>Balance sheets</b> for the last three years for which accounts have been closed. The most recent year must have been closed within the last 18 months	---	YES	YES, one for each member	YES, one for each Subcontractor <i>(if subcontracting ≥ 10% of contract value)</i>	
<b>Profit and loss account</b> for the last three years for which accounts have been closed. The most recent year must have been closed within the last 18 months	---	YES	YES, one for each member	YES, one for each Subcontractor <i>(if subcontracting ≥ 10% of contract value)</i>	
Short description of the Candidate's economic activity	---	YES <i>(one altogether for all entities involved)</i>			
EuroHPC JU Questionnaire	10D <b>(to be provided only as an electronic file in the Excel format)</b>	YES <i>(one altogether for all entities involved)</i>			
Set of Project Activity Reference Forms (IPARFs)	<a href="#">10A</a>	YES <i>(minimum three, maximum five altogether for all entities involved)</i>			
Educational and Professional qualifications Statement		YES <i>(one altogether for all entities involved)</i>			
Professional Qualifications		YES <i>(one altogether for all entities involved)</i>			
Technical Certification		YES <i>(one altogether for all entities involved)</i>			
Initial Technical Specifications		YES <i>(one altogether for all entities involved)</i>			
Initial Technical Proposal		YES <i>(one altogether for all entities involved)</i>			

Annex 1 List of documents to be provided

**List of documents to be provided by the Tenderers during the dialogue and tendering stages**

<b>Name of the document</b>	<b>Annex to the Specifications</b>	<b>Single Tenderer / Group of economic operators leader</b>	<b>Group of economic operators member</b>	<b>Subcontracting</b>	<b>Place in the tender</b>
<b>Dialogue Stage</b>					
Dialogue Technical Tender Response Template	<a href="#">10B</a>	YES ( <i>one altogether for all entities involved</i> )			
<b>Tendering Stage</b>					
Technical Specifications		YES ( <i>one altogether for all entities involved</i> )			
Technical tender		YES ( <i>one altogether for all entities involved</i> )			
Finance Response	2	YES ( <i>one altogether for all entities involved</i> )			

## 7. ANNEX 3 FORM FOR IDENTIFICATION OF THE TENDERER

### **EUROHPC/2023/CD/0002 - Acquisition, delivery, installation and services of the EuroHPC Federation platform for the European High Performance Computing Joint Undertaking (EuroHPC JU)**

Identification of the Tenderer (to be completed)

acting in the capacity of:

- lead partner in joint tender by group of tenderers
- other member taking part in a joint tender (must only fill in the first paragraph, 'identity', and the last paragraph, 'declaration')
- single Tenderer

Information to be included in the CONTRACT in the case of award

Identity	Answer
Official name of Tenderer in full	
Official legal form	
Country of registration	
Statutory registration number	
VAT registration number	
Official address of Tenderer in full	
Internet address (if applicable)	
Person(s) designated to sign the CONTRACT – name in full and function. Please indicate if the person(s) are authorised to sign alone or together*	

For administrative matters, and for invitations to submit specific tender	Answer
Name in full and title	
Position	
Company name	



Annex 3 Form for identification of the Tenderer

Address in full	
Telephone number	
Fax number	
E-mail address	

Contact person	Answer
For technical matters	
Name in full and title	
Function/Position	
Company name	
Address in full	
Telephone number	
Fax number	
E-mail address	

The tender is a SMEs as defined in Commission Recommendation 2003/361/EC <sup>15</sup>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
----------------------------------------------------------------------------------------	------------------------------	-----------------------------

Declaration by an authorised representative

I, the undersigned, certify that the information given in this tender is correct, that I accept the conditions set out in the invitation letter, the tender specifications, and the CONTRACT and that the tender is valid.	
Name in full and title	
Position (e.g., “manager”)	
DATE and SIGNATURE	

\_\_\_\_\_

<sup>15</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

## 8. ANNEX 4A QUESTIONNAIRE FOR JOINT TENDERS AND SUBCONTRACTING

This questionnaire must only be completed if your tender involves a joint offer, subcontracting or freelancing.

### Joint offer

1. Does your tender involve more than one Tenderer? Yes No

Questions 2-4 must only be answered if the answer to question 1 is affirmative.

2. Please fill in the name of the company having power of attorney and acting as a leader:

.....

3. Please fill in the names of the other companies taking part in the joint offer:

.....

.....

.....

4. If a group of economic operators or similar entity exists, please fill in the name and the legal status of the entity:

.....

### Subcontracting

5. Does your tender involve subcontracting? Yes No

If so, please complete question number 6, and the next two pages once for each Subcontractor.

6. List of Subcontractors:

.....

.....

.....

Annex 4A Questionnaire for joint tenders, subcontracting and freelancers

Reasons, roles, activities and responsibilities of Subcontractors

Please complete this page once for each Subcontractor:

Name of the Subcontractor:

.....

Official legal form:

.....

Country of registration:

.....

Statutory registration number:

.....

(Internet address, if applicable):

.....

Official address in full:

.....

Contact person:

.....

Telephone number:

.....

Reasons for subcontracting:

.....

Roles, activities and responsibilities of the Subcontractor:

.....

Value of the subcontracting, as a percentage of the contract's value:

.....

Do you intend to rely on the capacities of the Subcontractor in order to fulfil the selection criteria? If yes, specify which selection criterion – financial and economic capacity, or technical and professional capacity –

Annex 4A Questionnaire for joint tenders, subcontracting and freelancers

and be aware that the Tenderer must provide the documents that make it possible to assess the selection criteria, to the extent that the Subcontractor makes his resources available to the Tenderer.

.....

Annex 4A Questionnaire for joint tenders, subcontracting and freelancers

Experience of the Subcontractor with regard to the tasks to be subcontracted or freelanced

Please complete this page once for each Subcontractor:

.....

## 9. ANNEX 4B POWER OF ATTORNEY

Call for tenders EUROHPC/2023/CD/0002 - Acquisition, delivery, installation services of the EuroHPC federation platform for the European High Performance Computing Joint Undertaking (EuroHPC JU)

### POWER OF ATTORNEY

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a joint tender as a member of a group of tenderers (the Group), constituted by Company 1, Company 2, Company N (Group members), and led by Company 1 (Group leader), in accordance with the conditions specified in the Tender specifications and the terms specified in the tender to which this Power of attorney is attached.
- 2) If the Contracting authority awards the contract resulting from this call for tenders to the *Group* on the basis of the joint tender to which this power of attorney is attached, all *Group members* shall be considered parties to the contract in accordance with the following conditions:
  - (a) All *Group members* shall be jointly and severally liable towards the Contracting authority for the performance of the contract.
  - (b) All *Group members* shall comply with the terms and conditions of the contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the contract.
- 3) Payments by the Contracting authority related to the services and/or supplies subject to the Contract shall be made through the bank account of the *Group leader*: [Provide details on bank, address, account number].
- 4) The *Group members* grant to the *Group leader* all the necessary powers to act on their behalf in the submission of the tender and the conclusion of the contract, including:
  - (a) The *Group leader* shall submit the tender on behalf of all *Group members* and indicate in the "Tender Contact Info" section in e-Submission the name and e-mail address of an individual - single point of contact authorised to communicate officially with the Contracting authority in connection with the submitted tender on behalf of all *Group members*, including in connection with all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature.
  - (b) The *Group leader* shall sign any contractual documents — including the contract, and amendments thereto — and issue any invoices related to the performance of the contract on behalf of all *Group members*.
  - (c) The *Group leader* shall act as a single contact point with the Contracting authority in the delivery of the services and/or supplies subject to the contract. It shall co-ordinate the delivery of the

Annex 4B Power of Attorney

services and/or supplies by the *Group* to the Contracting authority and shall see to a proper administration of the contract.

Any modification to the present Power of attorney shall be subject to the Contracting authority's express approval. This Power of attorney shall expire when all the contractual obligations of the *Group* have ceased to exist. The parties cannot terminate it before that date without the Contracting authority's consent.

Place and date:

Name (in capital letters), function, company and signature:

## 10.ANNEX 4C LETTER OF INTENT

LETTER OF INTENT.

I the undersigned, Mr/Ms .....

In my capacity as the Subcontractor's representative, hereby declare:

Name & address of the Subcontractor	
Number and title of the tendering procedure	EUROHPC/2023/CD/0002 - Acquisition, delivery, installation and services of the EuroHPC federation platform for the European High Performance Computing Joint Undertaking (EuroHPC JU)
Name of the Tenderer	

In the event that the CONTRACT is awarded to the aforementioned Tenderer, the Subcontractor undertakes to perform the subcontracted section of the aforementioned CONTRACT in accordance with the conditions of the tendering procedure and the tender submitted by the Tenderer. In addition, the undersigned declares not to be in one of the situations of exclusion referred to in Article 136 of the Financial Regulation<sup>16</sup>.

Declares hereby taking note of II.10 regarding subcontracting and Articles II.8, II.13 and II.24 of the general conditions of the contract.

Done in ONE ORIGINAL COPY in ..... on .....

(place)

(date)

Signature of legal representative of the Subcontractor .....

---

<sup>16</sup> Available at <http://data.europa.eu/eli/reg/2018/1046/oj>



## 11. ANNEX 4D CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "**Agreement**") is signed

between

the EuroHPC JU, represented for the purposes of the signature of this agreement by Mr [forename, surname],  
Director of the EuroHPC JU,

(hereinafter referred to as "**the EuroHPC JU**"),

And

Official name of Candidate in full:

Statutory registration number:

Official address in full:

VAT registration number:

represented by Mr/Ms [forename, surname], [function of the legal representative],

(hereinafter referred to as "[**the Candidate**]")

(each individually "**the Disclosing Party**" or "**the Receiving Party**", and collectively the "**Parties**").

Whereas

the purpose of this Agreement is to regulate the disclosure of Confidential Information (as defined below) by both Parties in their condition of Disclosing Party, and the access, use and storage of such Confidential Information by both Parties in their condition of Receiving Party in the analysis of exploring all potential alternatives for the Supercomputer, in the framework of a Competitive Dialogue procedure pursuant to Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union (Financial Regulation<sup>17</sup>) ("**the Purpose**").

The Parties agree as follows

1. Recitals

1.1 The recitals constitute an integral part of this Agreement.

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<sup>17</sup> REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1046&rid=9>

2. Confidential Information
- 2.1 According to this Agreement, "**Confidential Information**" means any and all information, agreements, data, records and opinions of any nature, disclosed, directly or indirectly, to the Receiving Party in occasion and/or in relation to the Purpose, identified in writing as confidential. The Disclosing Party is entitled, at its discretion, to mark any information as Confidential Information. For the avoidance of doubt the existence of this Agreement, the relationship between the Parties and the Purpose are considered Confidential Information.
- 2.2 The Receiving Party hereby agrees and undertakes with the Disclosing Party on behalf of itself, its affiliates, its officers, directors, employees ("personnel") and any other person to whom the Receiving Party discloses Confidential Information that, in consideration of the disclosure to the Receiving Party of the Confidential Information:
  - (i) it will treat and maintain all and any Confidential Information so disclosed to it in whatsoever form it may be disclosed pursuant to this Agreement as confidential and proprietary in nature; and
  - (ii) it will not use the Confidential Information for any purpose other than solely and exclusively for the Purpose in accordance with this Agreement, without the prior written agreement of the other Party.
- 2.3 The Confidential Information provided pursuant to this Agreement shall be disclosed only to those personnel of the Receiving Party or third parties who have a need to see and use it to fulfil the Purpose herein, and the Receiving Party shall ensure that such persons are made aware of, and comply with, the confidentiality provisions contained in this Agreement. At the request of the Disclosing Party, the Receiving Party must provide a document providing evidence of this commitment.
- 2.4 Notwithstanding the provisions of Section 2.3 above, the Receiving Party may disclose any Confidential Information provided under this Agreement to the limited group of its advisors, consultants and sources of debt financing (such advisors, consultants and sources of debt financing, the "**Receiving Party Representatives**") to the extent that such Receiving Party Representatives need to know the Confidential Information in furtherance of the Purpose, provided that the Receiving Party (i) ensures that each such Receiving Party Representative complies with the terms of this Agreement as if it were a party hereto (ii) keeps a registry with the initiated people and the date of disclosure and (iii) discloses to the Disclosing Party upon request the name of each such Receiving Party Representative.
- 2.5 The Receiving Party shall ensure the protection of Confidential information or documents with the same level of protection as its own confidential information or documents and in any case with due diligence and shall be responsible for the compliance with each obligation (related to confidentiality and otherwise) in this Agreement on the part of its personnel and any other third party to whom disclosure of Confidential Information has been made.

## Annex 4D Confidentiality Agreement

- 2.6 For purposes of this Agreement, the term "Confidential Information" does not include any information which:
- (i) is or becomes part of the public domain other than as a result of any breach of this Agreement. Confidential Information shall not be deemed to be in the public domain by reason only that it is known to only a few of those people to whom it might be of commercial interest;
  - (ii) the Receiving Party can prove by documentary evidence was already lawfully in its possession at the time of disclosure and obtained from a source not in breach of an obligation of confidentiality; or
  - (iii) the Disclosing Party agrees in writing is not "Confidential Information".
- 2.7 Disclosure of all or part of the Confidential Information shall be allowed if the Receiving Party is required to make such disclosure by applicable law and regulations, as well as by judicial or governmental orders, provided that (i) the Receiving Party shall first notify the Disclosing Party in writing of such requirement immediately, and (ii) in any event, such disclosure shall not exceed what is required.
3. Ownership
- 3.1 The Parties acknowledge and agree that the Confidential Information and each copy thereof disclosed to the Receiving Party or its discloses remain the property of the Disclosing Party, and that nothing in this Agreement or in any disclosure made hereunder shall be construed as granting to the Receiving Party or any Receiving Party Representative any patent, copyright or similar rights of use which may now or hereinafter exist in the Confidential Information.
- 3.2 The Receiving Party shall, as soon as the Disclosing Party may request so, return to the Disclosing Party or, at the Disclosing Party's written direction, destroy all and any documents (including copies thereof provided under Section 3.3 below) to the extent they contain any information (e.g. data, agreements, drawings, software, models, extracts or prints) which qualify as Confidential Information. The Receiving Party shall, upon the request of the Disclosing Party, promptly certify to the Disclosing Party, in a writing signed by an officer of the Receiving Party, compliance by the Receiving Party and its Receiving Party Representatives with this Section 3.2, provided that (for the avoidance of doubt) the obligations of the Receiving Party and each Receiving Party Representative under this Agreement shall continue notwithstanding the return or destruction of any Confidential Information and notwithstanding the termination of any relationship between any of the Receiving Parties, any Receiving Party Representative, either Disclosing Party and any Disclosing Party Representative.
- 3.3 The Receiving Party shall not, without the prior written consent of the Disclosing Party, copy or reduce to writing on any form of recorded media any of the Confidential Information, except as may be reasonably necessary in furtherance of the Purpose for use by its personnel and/or third party discloses referred to in Section 2.3.
- 3.4 Notwithstanding anything to the contrary in this Agreement, the Receiving Party and its Receiving Party Representatives may retain any:
- (i) electronic back-up copies made automatically in the ordinary course of business pursuant to an established data maintenance and recovery plan; and
  - (ii) any information which Receiving Party is advised in writing by its legal counsel is required, pursuant to any law, court order, regulation or the rules of any securities

## Annex 4D Confidentiality Agreement

exchange, to be retained or disclosed, in each case, provided that all information so retained shall remain subject to the obligations of this Agreement.

### 4. Entry into Force, Duration

- 4.1 The Agreement shall enter into force from the date on which it is signed by the Receiving Party (the effective date).
- 4.2 This Agreement shall remain in force until the elapse of 5 years from the date of the finalisation of the involvement in EuroHPC JU Tender, whether through elimination during the Competitive Dialogue procedure or after termination of the Contract concluded between the Parties as a result of the Tender/Competitive Dialogue procedure.

### 5. Applicable law and disputes resolution

- 5.1 This Agreement shall be governed by European Union law, complemented, where necessary, by the law of Luxembourg.
- 5.2 Any dispute deriving from the validity, interpretation, execution and/or termination of this Agreement shall be under the exclusive jurisdiction of the courts of Luxembourg.

### 6. Consequences of Breach

- 6.1 In case of breach of this Agreement, in addition to all available legal remedies, the Disclosing Party shall be entitled, without proof of special damages, to the remedy of an injunction for the breach (or threatened breach) of the terms of this Agreement.
- 6.2 In case of any breach of the Confidentiality Agreement by the Candidate before the award procedure is finalised and the contract is signed by both parties, EuroHPC Joint Undertaking reserves the right to reject the tender.

### 7. Miscellaneous

- 7.1 This Agreement is the entire agreement and includes all the obligations between the Parties with reference to its purpose. All additions, amendments or modifications to this Agreement must be made in writing and must be signed by the Parties.
- 7.2 The rights and obligations of the Parties under this Agreement may not be sold, assigned or otherwise transferred without the prior written consent of the other Party.
- 7.3 No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall constitute a waiver nor shall any single or partial exercise preclude any further exercise of any right, power or privilege under this Agreement or otherwise.
- 7.4 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the other part of that provision or the other provisions of this Agreement which shall remain in full force and effect.

Done in English in duplicate.

Luxembourg, [date]

[city], [date]

Annex 4D Confidentiality Agreement

Signed for and on behalf of the  
EuroHPC JU

Signed for and on behalf of  
[NAME OF THE CANDIDATE]

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Name LAST NAME

[name]

Title

Department

## **12.ANNEX 5            GUARANTEE MODEL**

[MODEL] LETTER FOR PERFORMANCE FIRST DEMAND GUARANTEE

Financial institution/Bank (Letterhead)

[Place/Date]

EuroHPC JU of the European Union

Calls for Tenders, Contracts and Copyright Unit

Luxembourg

LUXEMBOURG

Reference: CONTRACT N° ... "[Title]"

### Article 1 – Declaration on guarantee, amount and purpose

We, the undersigned [name and address of the financial institution or bank] (hereinafter referred to as "the Guarantor") hereby confirm that we give the EuroHPC JU an unconditional, irrevocable and independent first-demand guarantee consisting in the undertaking to pay to the Commission a sum equivalent to the amount of:

EUR ... (in words: ... euros)

upon simple demand, for the good performance of the CONTRACT concluded between the Commission and [name and address], (hereinafter referred to as "the contractor"), as given in the CONTRACT N° ... entitled "[Title]" (hereinafter referred to as "the CONTRACT").

### Article 2 – Execution of Guarantee

If the Commission gives notice that the contractor has for any reason failed to fulfil its obligations under the contract by the due date, we, acting by order and on behalf of the contractor, shall undertake to immediately pay up to the above amount, in EUR, without exception or objection, into a bank account designated by the EuroHPC JU, on receipt of the first written request from the EuroHPC JU sent by registered letter or by courier with acknowledgement of receipt. We shall inform the EuroHPC JU in writing as soon as the payment has been made.

## Annex 5 Guarantee model

### Article 3 – Obligations of the Guarantor

1. We waive the right to require exhaustion of remedies against the contractor, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the contractor may have against the EuroHPC JU under the CONTRACT or in connection with it or on any other grounds.
2. Our obligations under this guarantee shall not be affected by any arrangements or agreements made by the EuroHPC JU with the contractor which may concern his obligations under the CONTRACT.
3. We shall undertake to immediately inform the EuroHPC JU in writing, by registered letter or by courier with acknowledgement of receipt, in the event of a change of our legal status, ownership or address.

### Article 4 – Date of Entry into force

This guarantee shall enter into force upon its signature.

### Article 5 – End Date and Conditions of Release

1. We may be released from this guarantee only with the EuroHPC JU written consent.
2. This guarantee shall expire on return of this original document by the EuroHPC JU to our offices by registered letter or by courier with acknowledgement of receipt.
3. [Option 1: This must occur at the latest one month after the payment of the balance under the CONTRACT has been made or three months after the issuance of the corresponding recovery order.]  
[Option 2: This must occur in any case, at the latest, on (indicate a precise date<sup>18</sup>).]
4. After expiry, this guarantee shall become automatically null and void and no claim relating thereto shall be receivable for any reason whatsoever.

### Article 6 – Applicable Law and Competent Jurisdiction

1. This guarantee shall be governed by and construed in accordance with the law applicable to the CONTRACT.
2. The courts having jurisdiction over matters relating to the CONTRACT shall have sole jurisdiction over matters relating to this guarantee.

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<sup>18</sup> In order to specify the exact date of the expiration of this guarantee, relevant provisions of the contract (in particular those stating time periods in Articles I.2, II.4.3 and I.5) will be taken into account.

Annex 5 Guarantee model

Article 7 - Assignment

The rights arising from this guarantee may not be assigned [without our written consent].

Done in [insert place], on [insert date]

\_\_\_\_\_

[\_\_\_\_\_]

[Signature, and

[Signature, and

Position at the Financial Institution/Bank]

Position at the Financial Institution/Bank]



### 13. ANNEX 6 DECLARATION ON HONOUR ON EXCLUSION CRITERIA AND SELECTION CRITERIA

The undersigned [*insert name of the signatory of this form*], representing:

( <i>only for natural persons</i> ) himself or herself	( <i>only for legal persons</i> ) the following legal person:
ID or passport number:  (‘the person’)	Full official name:  Official legal form:  Statutory registration number:  Full official address:  VAT registration number:  (‘the person’)

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same Contracting Authority<sup>19</sup>, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

#### ***I – Situation of exclusion concerning the person***

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its	<input type="checkbox"/>	<input type="checkbox"/>

<sup>19</sup> The same EU institution, agency, body or office.

Annex 6 Declaration on honour on exclusion criteria and selection criteria

business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under EU or national laws or regulations;		
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the Contracting Authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 and Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>

Annex 6 Declaration on honour on exclusion criteria and selection criteria

(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a Contracting Authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.	<input type="checkbox"/>	<input type="checkbox"/>
(h) ( <i>only for legal persons</i> ) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
(i) for the situations referred to in points (c) to (h) above the person is subject to: i.facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; ii.non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; iii. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks; iv.information transmitted by Member States implementing Union funds; v.decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or vi.decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.	<input type="checkbox"/>	<input type="checkbox"/>

**II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and beneficial owners**

**Not applicable to natural persons, Member States and local authorities**

(2) The signatory declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard	YES	NO	N/A
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Annex 6 Declaration on honour on exclusion criteria and selection criteria

to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations:			
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person**

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**IV – Grounds for rejection from this procedure**

(4) declares that the above-mentioned person:	YES	NO
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	<input type="checkbox"/>	<input type="checkbox"/>

**V – Remedial measures**

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g., technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

**VI – Evidence upon request**

## Annex 6 Declaration on honour on exclusion criteria and selection criteria

Upon request and within the time limit set by the Contracting Authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners.

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d), (f), (g) and (h), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same Contracting Authority<sup>20</sup>. The documents must have been issued no more than one year before the date of their request by the Contracting Authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

### VII – Selection criteria

(1) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 2.15.5.1 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section 2.15.5.2 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section 2.15.5.3 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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<sup>20</sup> The same institution or agency.

(2) if the above-mentioned person is the <b>sole tenderer</b> or the <b>leader in case of joint tender</b> , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## VIII – Evidence for selection

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same Contracting Authority<sup>21</sup>. The documents must have been issued no more than one year before the date of their request by the Contracting Authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

***The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.***

Full name

Date

Signature

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<sup>21</sup> The same institution of agency.

**14. ANNEX 7 ECONOMIC AND FINANCIAL CAPACITY QUESTIONNAIRE**

	Year N	Year N-1	
Balance sheet			
Total assets			
Fixed assets			
<ul style="list-style-type: none"> <li>• Formation expenses</li> </ul>			
<ul style="list-style-type: none"> <li>• Intangible assets</li> </ul>			
<ul style="list-style-type: none"> <li>• Tangible assets</li> </ul>			
<ul style="list-style-type: none"> <li>• Financial assets</li> </ul>			
Current assets			
<ul style="list-style-type: none"> <li>• Debtors/debts due within one (1) year</li> </ul>			
<ul style="list-style-type: none"> <li>• Debtors/debts due after one (1) year</li> </ul>			
<ul style="list-style-type: none"> <li>• Cash (bank &amp; hand)</li> </ul>			
<ul style="list-style-type: none"> <li>• Stocks and contracts in progress</li> </ul>			
<ul style="list-style-type: none"> <li>• Other current assets</li> </ul>			
<ul style="list-style-type: none"> <li>• Accrued income</li> </ul>			
Total liabilities			
Capital			
<ul style="list-style-type: none"> <li>• Subscribed capital</li> </ul>			
<ul style="list-style-type: none"> <li>• Paid-up capital</li> </ul>			
<ul style="list-style-type: none"> <li>• Reserves</li> </ul>			
<ul style="list-style-type: none"> <li>• Profits and loss brought forward</li> </ul>			
<ul style="list-style-type: none"> <li>• Capital subsidies</li> </ul>			
<ul style="list-style-type: none"> <li>• Provisions</li> </ul>			
Creditors			
<ul style="list-style-type: none"> <li>• Short term bank debt (to be paid within one (1) year)</li> </ul>			

Annex 7 Economic and financial capacity questionnaire

• Long term bank debt (to be paid after one (1) year)			
• Short term non-bank debt (to be paid within one (1) year)			
• Long term non-bank debt (to be paid after one (1) year)			
• Other debts			
• Deferred charges			



Annex 7 Economic and financial capacity questionnaire

	Year N	Year N-1	
Profit and loss account			
Turnover			
Capitalised production			
Other operating income			
Staff costs			
Costs of materials			
Other operating charges			
Gross operating profit			
Depreciation			
Financial products			
Financial charges			
Extraordinary income			
Extraordinary charges			
Tax on profits			
Profit/loss on ordinary activity			
Profit/loss for the financial year			

Specific turnover associated with Portal Managed Services during the last three (3) years		
Year N	Year N-1	Year N-2

The following documents shall be attached:

- balance sheet for the years for the last two years for which accounts have been closed. The most recent year must have been closed within the last 18 months
- profit and loss account for the years for the last two years for which accounts have been closed. The most recent year must have been closed within the last 18 months

## 15. ANNEX 8 STATEMENTS CONCERNING IPR

Declaration on the list of pre-existing rights

I, *[insert name of the authorised representative of the Contractor]* representing *[insert name of the Contractor]* ('the Contractor'), party to the [framework] [specific] contract *[insert title and number]* *[option 1: warrant that the results are free of rights or claims from creators or from any third parties for any use the Contracting Authority may envisage and declare that the results do not contain any pre-existing rights to the results or parts of the results or to pre-existing materials as defined in the above-mentioned contract.] [option 2: warrant that the results and the pre-existing material incorporated in the results are free of rights or claims from creators or from any third parties for any use the Contracting Authority may envisage and declare that the results contain the following pre-existing rights:]*

Please fill in the table – one line per pre-existing right

Result concerned	Pre-existing material concerned	Rights to pre-existing material	Identification of rights' holder

Statement of Contractor concerning rights to delivered results

I, *[insert name of the authorised representative of the Contractor]* representing *[insert name of the Contractor]*, party to the [framework] [specific] contract *[insert title and number]* ('the Contractor') warrant that the Contractor holds all rights to the delivered results listed below *[insert titles and description of relevant results]*.

The above-mentioned results were prepared by *[insert names of creators]*. The creators transferred all their relevant rights to the results to [the Contractor] *[insert name of the rights holder]* through [an agreement] [an employment contract] [a relevant extract of] which is attached to this statement.

The creators [received all their remuneration on *[insert date]*] [will receive all their remuneration as agreed within *[complete]* weeks from [delivery of this statement] [receipt of confirmation of acceptance of the work]. [The statement of the creators confirming payment is attached].

Date, place, signature

Statement by the creator (or right holder)

Concerning [*insert name of the relevant result*] delivered as part of the [framework] [specific] contract [*insert title* *and* *number*] concluded between the Contracting Authority and [*name of the Contractor*]

I the undersigned [*insert name of the creator or authorised representative of the right holder*] [representing [*insert name of the right holder*]] declare that I am the right holder of: [*identify the relevant parts of the result*] [which I created] [for which I received rights from [*insert name of other right holder*]].

I am aware of the above [framework] [specific] contract, especially Articles [I.10 and II.13] concerning intellectual property rights and exploitation of the results and I confirm that I transferred all the relevant rights to [*insert name of Contractor or other intermediary right holder*].

I declare that [I have received full remuneration] [I agreed to receive remuneration by [*insert date*]].

[As creator, I also confirm that I do not object to the following:

- (a) that my name be mentioned or not mentioned when the results are presented to the public;
- (b) that the results be divulged or not after they have been delivered in their final version to the Contracting Authority;
- (c) that the results be adapted, provided that this is done in a manner which is not prejudicial to my honour or reputation.]

Date, place, signature

## 16. ANNEX 9 DELIVERY NOTE

[Company logo]	DELIVERY NOTE	Delivery Reference / Number / Release version:  [WP / Release ref.]
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References	
Contract	Contract No XXXX: [...]
Contractor	[Company name]
Project reference, if applicable	[Project name]
Order form reference	[Order number]
Date	xx/xx/20xx

Deliverable Contents			
No	Description	Reference	Supporting material <sup>(*)</sup>
1.	[to be completed]	[to be completed]	[to be completed]
2.	[to be completed]	[to be completed]	[to be completed]
3.	[to be completed]	[to be completed]	[to be completed]
4.	[to be completed]	[to be completed]	[to be completed]

(\*): **P**: paper, **M**: electronic mail, **T**: electronic transfer, **D**: disk

Contractor

EuroHPC JU

Date:

Name:

Position:

Visa:

## **17. ANNEX 10 A REQUEST TO PARTICIPATE RESPONSE FORMAT**

This format is the basis for providing a response as part of a Request to Participate to the Selection Stage. Proper use of this template will ensure a clear response to the requirements and will facilitate evaluation by the Contracting Authority. For this reason, failure to use the template will result in elimination of the Candidate.

In answering the questions, the following should be observed:

- Answers should be concise and complete.
- Responses must be provided using the format and tables included in this document; additional information may be provided in separate appendices, but these appendices cannot substitute the information to be provided using the prescribed format and tables; all additional appendices submitted must be listed and numbered, with clear reference numbers throughout the response.
- Missing information may result in elimination of the Candidate.
- Each response to each question is evaluated independently and cross-references between responses are not permitted.