



European High Performance Computing Joint Undertaking

REF: EUROHPC/2026/OP/0008

CALL FOR TENDERS

for the selection of Artificial Intelligence
Gigafactory Consortia and the establishment of AI
Gigafactories

TENDER SPECIFICATIONS

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1. CONTRACTING AUTHORITY

This Call concerns a **joint procurement**, as defined in Article 168(2) of the Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) (the “Financial Regulation”)¹, between the EuroHPC Joint Undertaking (“EuroHPC JU”) and a number of National Contracting Authorities of the Participating States (hereinafter “NCA”), listed in Annex 2 of this document.

Collectively referred to as “Contracting Authorities” or “Contracting Authority”.

The contracting authorities listed in Annex 2 have concluded a Joint Procurement Agreement (JPA) with the EuroHPC JU prior to the launch of this Call, which includes, *inter alia*, a financial commitment of the respective Member States and Participating States to procure a share of the compute access time to the selected AIGFs.

The EuroHPC JU, acting as an agent for the NCAs for the purposes of this call and the resulting Framework Contracts (FWC), publishes the call for tenders, organises the evaluation and awards the resulting contracts, signs and manages the resulting Framework Contracts and subsequent Specific Contracts (including any amendments thereto) in the name and on behalf of all Contracting Parties.

2. APPLICABLE RULES

Following Article 43 (5) of the Financial Rules of the EuroHPC JU, this call for tenders is governed by the provisions of Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union.

The contracting authorities have chosen to award the Framework Contracts resulting from this call for tenders through an open procedure pursuant to Article 167(1) (a) of the Financial Regulation.

3. CONTEXT AND BACKGROUND (SCOPE AND DESCRIPTION)

a. AI GIGAFACTORIES (AIGFs)

The EuroHPC JU is launching this Call for Tenders to select the highest ranked AI Gigafactories (hereinafter, “AIGFs”) following their evaluation and to jointly procure AI compute access time with Participating States from those AIGFs, in accordance with Council Regulation (EU) 2021/1173 of 13 July 2021 as last amended by Council Regulation (EU) 2026/150 of 16 January 2026 (hereinafter referred to as the “EuroHPC Regulation”).

According to the EuroHPC Regulation, the mission of the JU has been expanded to support the establishment of and access to AIGFs, and their services for building a dynamic, innovative and resilient AI ecosystem across the EU, and ensure scientific and industrial leadership.

¹ OJ L, 2024/2509, 26.9.2024, ELI: <http://data.europa.eu/eli/reg/2024/2509/oj>

The overall objective of this Call is the selection of Artificial Intelligence Gigafactory (AIGF) Consortia, which will establish and operate the AIGFs and from which the Contracting Parties will acquire AI compute access time.

More in detail, the specific objectives of this Call are as follows:

- **Selection of AIGF Consortia:** Following a rigorous evaluation of the tenders by the EuroHPC JU with the support of independent experts, the Governing Board will make an award decision, establishing a ranked list of successful AIGF Consortia.
- **Procurement of Compute Access Time:** To establish a framework for the joint acquisition of a guaranteed share of AI compute access time from the selected AIGF Consortia, formalised through the signature of a Framework Contract and a number of subsequent Specific Contracts with each of the successful AIGF Consortia.

AIGF refers to state-of-the-art large-scale facility with sufficient capacity to handle the complete lifecycle, from development to large-scale inference, of very large AI models and applications, providing a supercomputing service infrastructure which is composed of AI-optimised computing capacity, a supporting data centre infrastructure including high-capacity storage and networking, dedicated secure cloud user access environments, and specialised secure AI-oriented support services for its advanced operations, all of which are supported by an environmentally sustainable infrastructure, in particular for energy and water supply systems.

AIGFs should aim to provide a world-class sovereign AI computing infrastructure for European researchers, public authorities, entrepreneurs, industries, and SMEs. They shall strengthen the European industry, enable the development of entirely new AI solutions, strengthen the European AI value chains in both software and hardware, and ensure the EU's competitiveness and sovereignty as an AI Continent. To achieve this, they will integrate massive AI computing power, together with energy-efficient data centres, and AI-driven automation to optimise AI model training, inference, and services deployment.

To qualify as an AIGF, each facility must integrate at least three to four times the number of the most advanced AI processors currently available in the most powerful European AI factories. **For this call, the equivalent minimum compute performance capacity to consider is 75,000 advanced AI accelerators (for moderate size AIGFs) and may reach at least 100,000 advanced AI accelerators (for larger scale AIGFs), measured in NVIDIA H100-equivalent GPUs or equivalent performance capacity².** In addition to computational scale, AIGFs must demonstrate adequate power capacity infrastructure and incorporate best practices in energy efficiency, water efficiency, and circularity principles in their design and operations.

The reference to NVIDIA H100-equivalent units serves exclusively as a standardised performance benchmark for scale normalisation and calculation purposes. It does not indicate a target hardware generation for deployment. On the contrary, given the rapid evolution of computing hardware, AIGFs are expected to deploy the latest, cutting-edge state-of-the-art (SOTA) technology and AI processors available on the market. Consortia must aim for the highest performance and the most advanced energy-efficient architectures. The call text and the evaluation awarding criteria are explicitly designed to privilege and reward proposals that deploy the latest state-of-the-art technologies.

² For the purposes of this call, the benchmark for the most powerful existing AI Factory is JUPITER, which currently features an estimated capacity of around 24,000 H100-equivalent AI Accelerators. See also *Figure 2: Performance benchmark scores*, as regards the equivalence formulation for AI chips.

Beyond the AI computing infrastructure, AIGFs must deploy all necessary components to provide scalable, multi-tenant, cloud-native services for AI workloads. This includes specialised software platforms (such as web portals, API interfaces/endpoints, MLOps capabilities, libraries, data repositories, and programming environments) which must demonstrate full and verifiable alignment with the European Union's legal frameworks, (see next section).

AIGFs can take a form of either a **single-site AIGF**, or a **multi-site AIGF**, meaning a single, coherent AI Gigafactory project that is intentionally deployed across two or more geographically separate physical locations (within a territory of a single Member State or multiple Member States). Such multi-site AIGFs, despite being geographically distributed, must operate under a unified governance structure, a single business model, and function as an integrated technical entity:

- In case of a **multi-site single country AIGF**, at least one of the sites shall have the scale of an AIGF (meaning the computing capacity meeting the computing power mentioned in the box above, and further details in section 3.d).
- In case of a **multi-site multi-country AIGF**, there shall be one hosting site per Member State and at least one of the sites of the AIGF shall meet the scale of an AIGF (see box above, and section 3.d for further details).

b. AIGFs REINFORCING EUROPEAN DIGITAL SOVEREIGNTY AND AUTONOMY

In accordance with Article 4(1)(i)(iii) of EuroHPC Regulation, the AI Gigafactory pillar shall include activities “**ensuring the Union's competitiveness and sovereignty as an AI continent**”.

The AIGF initiative represents a strategic milestone in enhancing and developing the European Union's **digital sovereignty** and serves as a primary catalyst for the evolution of a resilient European AI ecosystem. Consequently, for an AIGF to achieve its full potential, digital sovereignty is a key value proposition necessary to attract high-value European users. For industry leaders and public administrations to migrate their most sensitive workloads to an AIGF, they must have certainty that their strategic data assets and proprietary AI models remain under their exclusive control and governance and shall not be subject to the jurisdiction of third countries.

For the purposes of this Call, “**sovereignty**” refers to the Union's ability to master key technologies and maintain autonomous control and oversight over the AIGF.

1) Infrastructure and data

The core physical and digital infrastructure of the AIGF should remain resilient against external dependencies and immune from extraterritorial interferences or any unauthorised access - notably stemming from the application of non-EU extraterritorial laws - that could compromise the strategic interests, security, or technological autonomy of the Union. As regards data, data on activities, their results and reporting, as well as involved personnel must be generated, stored or transmitted under conditions that prevent access by ineligible third country entities, including by ensuring that data is de jure and de facto not subject to judicial or security requirements by ineligible third countries (e.g. access for national security reasons or judicial investigations, export restrictions, technology restrictions, etc.). The entire data lifecycle within the AIGF's core activities, including metadata and telemetry data, shall be stored and processed exclusively within the territory of the EU, be governed by European standards and shall be subject to the jurisdiction of an EU Member State. This aims to ensure that all operational data and metadata are protected from unauthorised third country access and/or disclosure. The consortium should

take the necessary measures, including in terms of partnership, to ensure that all the above provisions are enforced.

The consortium shall implement all necessary physical, technical, and organisational measures to safeguard the physical integrity of the AIGF sites and the protection of its data infrastructure, including robust backup processes and disaster recovery plans.

In relation to the sovereignty on the provision of core services: the orchestration, system administration, and high-level management of the AIGF infrastructure shall ensure that the facility remains within the operational oversight of the AIGF Coordinator and/or Hosting Entity (see below).

In addition, an AIGF must be a facility of secure and trustworthy AI. It is not merely a compute facility, but a trusted environment for innovation governed by European values and law. In this context, AIGFs and all associated services shall be subject to the jurisdiction of an EU Member State.

To this end, tenderers must provide assurances that:

- data managed within the core AIGF operational environment remains within the legal boundaries of the European Union, in alignment with the GDPR (Regulation (EU) 2016/679) and applicable Union data governance frameworks, including the Data Governance Act (Regulation (EU) 2022/868);
- all core operational and governance arrangements must be subject to EU or Member State jurisdiction
- the AIGF must ensure infrastructure-level independence from third-country entities, establishing a secure environment where physical and virtual management are shielded from undue, unauthorised external interference and unauthorised access - notably stemming from the application of non-EU laws.

To operationalise these sovereignty requirements the following measures shall be incorporated within the eligibility and award criteria:

- **EU-Controlled Coordinator:** Each tenderer, irrespective of the legal form under which it submits a tender as per section 8, shall appoint an AIGF Coordinator. Based on Article 2(3e) of the EuroHPC Regulation, the AIGF Coordinator shall be a legal entity, duly incorporated in the Union and validly existing under the laws of the Member State in which it is established; and may also be an existing hosting entity representing a Participating State that is a Member State or a hosting consortium of Participating States. It shall be effectively controlled³ by entities of EU Member States or by natural persons who are nationals of Member States. Where the tenderer is a consortium, the AIGF Coordinator shall be designated from among its members. Where the tenderer is constituted as a Special Purpose Vehicle (SPV), the AIGF Coordinator shall be either the SPV itself or one of its shareholders. In all cases, the Coordinator shall comply with the requirements set out in Article 2 paragraph (3e) of the Regulation. The AIGF Coordinator shall act as the strategic and operational lead of the tenderer and shall not serve merely as an administrative intermediary. It shall assume a central and active leadership role, ensuring the effective coordination and integration of the technical, financial, and operational contributions of all the shareholders of the SPV or the

³ For the purposes of the joint procurement, “Control” is defined as the capacity to exercise decisive influence, directly or indirectly, through one or more intermediate entities, de jure or de facto, including aggregate control of several third-country entities, and can take any of the following forms: (i) Majority ownership (cumulative on all ownership layers until the ultimate owners); (ii) Special voting rights (e.g. golden share, statutory voting rights, veto rights of any kind); (iii) Corporate governance (e.g. board and management composition); (iv) commercial links conferring control; (v) financial links conferring control; (vi) other sources of control.

members of the consortium. The tender shall clearly specify the roles and responsibilities assigned to the AIGF Coordinator and demonstrate that it is duly empowered with the necessary decision-making authority and operational powers in accordance with Article 2 paragraph (3e) of the EuroHPC Regulation to ensure coherent and successful delivery of the project.

- **Hosting Entity:** The “AI Gigafactory Hosting Entity” as defined in article 2(3g) of the EuroHPC Regulation means a legal entity which has been designated by an AI gigafactory Consortium to host and operate an AI gigafactory and its services, and which is established in a Participating State that is a Member State. It shall fulfil the following obligations:
 - **Sovereign technical operations:** The AIGF core infrastructure shall be operated through a framework ensuring technical and legal accountability within the EU. Critical service provisioning (such as operating the IT hardware and software/cloud infrastructure, orchestration, MLOps, data handling, system administration, maintenance and disaster recovery and other critical functions) shall be performed within the territory of the Union by duly qualified personnel of the Hosting Entity and / or the AIGF Coordinator⁴.
 - **Compliance Framework:** Implementation of EU Data Residency for core operations (such as operational data, metadata, logs, any surrogate data, etc). While anchor customers (off-takers) are responsible for the data governance of their respective partitioned workloads, the underlying AIGF facility should ensure that no data leakage or unauthorised access occurs at the infrastructure level.

The AIGF project shall be implemented in compliance with the General Data Protection Regulation (GDPR) and the AI Act (Regulation (EU) 2024/1689).

While the underlying AIGF infrastructure must adhere to the sovereignty requirements defined above, the AIGF initiative is designed to foster a vibrant and inclusive commercial competitive ecosystem. In this context, since AIGF Consortia may establish partnerships with a diverse range of anchor customers, including global service providers and international industrial partners (e.g. hyperscalers), such anchor customers may maintain operational autonomy over the specific compute capacity and value-added services they provide to their respective end-users. These anchor customers and the AI compute services they provide may not be subject to the overall conditions of sovereignty of the AIGF as defined above.

2) Technological sovereignty

Beyond jurisdictional and operational safeguards, **a critical dimension of the initiative’s sovereignty lies in the technological sovereignty of the AIGF infrastructure.** AIGFs can thus foster a self-sustaining ecosystem that reduces long-term reliance on non-European technologies and ensures that the Union remains at the forefront of the global AI and compute service landscape. **To this end, tenderers should include credible plans for the progressive integration of European-based and controlled software solutions, particularly in Phase 2⁵.**

In this context, it is expected that tenderers should also provide in the proposals concrete plans for the development and operationalisation of a European-based and controlled software stack (including the cloud and AI stacks). Such software stack should become

⁴ Such personnel shall hold and maintain appropriate professional qualifications and certifications aligned with recognised international standards (including, where relevant, ISO/IEC frameworks such as ISO/IEC 27001), evidencing their competence to perform the assigned functions.

⁵ See section 3(f) for a description of the difference phases.

operational, at the latest, within year 4 after the milestone T0 - Operational Readiness (see Figure 1). It is expected that such software stack will be integrating, as much as possible, open-source solutions, i.e., solutions relying on open-source frameworks, open standards, and European platforms (including cloud and system management solutions), where these meet performance and market requirements. Such approaches support transparency, flexibility, and resilience, while helping to mitigate vendor lock-in.

In this context, specialised cloud providers (e.g. hyperscalers, neoclouds, etc), can participate since they can support early operational readiness and commercial viability of an AIGF, particularly in Phase 1.

Overall, the AIGF may operate with a limited and controlled direct AIGF customer base to consolidate capacity and demand. However, it is expected that tenderers set out a clear, proportionate and time-bound strategy to progressively expand their customer base to include as many stakeholders of the European AI ecosystem as possible. This is a strategic transition for an AIGF to ensure a balanced approach between short-term viability and the long-term objective of reinforcing the European ecosystem.

Tenderers are also encouraged to consider the introduction of European sovereign hardware solutions by Phase 2. In particular, the gradual integration of European-designed chips and emerging semiconductor technologies may be proposed based on the tenderers' assessment of their maturity and competitive alignment with the project's requirements.

3) AIGFs requirements for security/cybersecurity and potential dual-use applications

To ensure the long-term resilience of the AIGF and to safeguard the Union's interests, particularly regarding security/cybersecurity and potential dual-use applications, the following operational principles should be incorporated in the design of the AIGF governance and security framework:

- **Subcontracting:** While subcontracting is permitted, tenderers should demonstrate how they will ensure that the potential involvement of third-country entities does not compromise the operational integrity or exclusive jurisdiction of the EU of the AIGF. More specifically, AIGF should be immune from any unauthorised access, notably arising from the application of non-EU extraterritorial legislations.
- **User Access and Strategic Oversight:** The primary mission of AIGFs is to serve and support the expansion of the European ecosystem. While the AIGF is open to a global user base, the facility must describe how it will implement a robust screening mechanism for access requests. In line with Article 136(3) of the Financial Regulation, to protect the security and/or public order of the Union and/or its Member States, and in accordance with paragraph 18(a) of article 12b of the EuroHPC Regulation and based on Article I.18 of the Framework Contract, any proposed access agreements with entities from third countries that might raise concerns regarding the Union's strategic assets, interests, autonomy, or security shall require the prior approval of the AIGF Public Governance Body. The obligations relating to the supervision and screening of final end-users shall apply in full to the AIGF facility in its entirety, without exception. This explicitly includes any compute capacity managed, partitioned, or commercialised by potential anchor customers (e.g., hyperscalers, neoclouds, and other global service providers), irrespective of the commercial arrangements governing such capacity.
- **Dual-Use Capabilities and Enhanced Security:** The AIGF is intended to be a versatile infrastructure capable of supporting a wide range of applications, including those with potential dual-use implications. Where the facility is utilized for sensitive workloads (e.g., dual-use related research or simulations for critical infrastructure), the contractor and involved entity must implement the necessary enhanced security measures. This

includes full alignment with NIS2 cybersecurity standards, as well as other relevant industry and national cybersecurity provisions where applicable, alongside robust physical security protocols to ensure the integrity and confidentiality of these strategic applications. However, the processing, storage, or transmission of formally classified information/data is out of the scope of such dual-use capability and therefore is not a minimum requirement.

- **Public Governance and Strategic Continuity:** In line with Article 136(3) of the Financial Regulation, to protect the security and/or public order of the Union and/or its Member States, and to ensure continued alignment with public interest, the AIGF will operate under the oversight of a Public Governance Body in accordance with paragraph 18 of article 12b the EuroHPC regulation. This body will be responsible for authorising any substantial changes to the legal, financial, or ownership structure of the AIGF, as well as any significant shifts in its strategic purpose, thereby ensuring the facility remains a stable pillar of the Union's AI strategy. It will also regularly monitor the type of users accessing the infrastructure, as well as the scrutiny mechanisms applied by an AIGF facility to ensure compliance with user access eligibility conditions. In this respect, the Public Governance Body may suggest additional measures or mechanisms to ensure that compliance.

c. WHAT IS THIS JOINT PROCUREMENT ABOUT?

The ultimate goal of this procurement is the acquisition, by the EuroHPC JU and National Contracting Authorities, of a guaranteed share of AI compute access time from the selected AIGF(s). **It should be however, expressly highlighted that the establishment, deployment and operational readiness of the AIGF(s) inclusive of a wide range of comprehensive AI compute services is a fundamental prerequisite.** Specifically, this procured capacity will be delivered as a predefined, fixed basket of services, which are detailed further below.

This joint procurement is not intended to cover raw, unmanaged AI compute access time (e.g., bare-metal GPU-hours) alone. Rather, the EuroHPC JU, representing the EU and relevant National Contracting Authorities, seeks **an end-to-end high value service enabling public interest users to effectively and efficiently develop, train, finetune, deploy and run inference for advanced AI models.** Accordingly, as regards the service offering under the context of this joint procurement, **tenderers must clearly describe their planned commercial service offerings in their proposal, as this will form the basis for defining the specific service level and value of the AI compute access time being jointly procured by the JU and national contracting authorities.** Tenderers should include access to the underlying compute infrastructure (including advanced AI accelerators, CPUs and associated components) together with the integrated software and cloud stacks and value-added/managed services offered by the AIGF to its commercial customers, at a service level that is consistent with the AIGF's commercial offering.

The selected tenderers will be responsible for the full implementation of their AIGFs, including any acquisition process (e.g., procurement) related to the establishment and deployment of the AIGF, including its computing infrastructure, construction, and operation of the AIGF and for providing the necessary procured AI compute access time and related services.

Following the selection, the EuroHPC JU, acting in the name and on behalf of the EU and National Contracting Authorities, will conclude a Framework Contract (one for each AIGF) and a variable number of subsequent Specific Contracts with each awarded tenderer. The JU and the Member States where the AIGF is located shall be contracting authorities for their respective shares of AI compute access time. The non-hosting Participating States will have the

possibility of procuring AI compute access time from the awarded AIGFs under the terms and conditions of the JPA and the Framework Agreement by means of Specific Contracts.

The Framework Contract lays down the general terms and conditions for hosting and operating the selected AIGFs, including a service level agreement. Subsequent Specific Contracts will lay down the specific terms and conditions, the services to deliver, and the specific budget for each of those contracts. Therefore, it is to be seen as a direct service contract formalising the long-term purchase of AI compute access time by the public authorities. A model Framework Contract and the first Specific Contract is provided in Annexes 3.a and 3.b of this Call text.

The tenders per AIGF deemed admissible as a result of the evaluation will be ranked in descending order based on their respective overall scores to establish a list of AIGF Consortia and a sequence in which they will be offered Framework Contracts. Within the limit of the total available Union budget, the EuroHPC JU plans to sign a number of Framework Contracts with the highest ranked tenderers. Framework Contracts shall be awarded to those tenderers which have submitted the most economically advantageous tenders based on the award criteria set out in section 9.3.2 and on the basis of available budget set out in Section 4 below.

d. DESCRIPTION OF THE TWO LOTS OF THE CALL

To accommodate different scales of ambition and capacity, this joint procurement is divided into two distinct lots. Both lots will be implemented through a phased approach: an initial Phase 1 with firm budgetary commitments under the current Multiannual Financial Framework, and a Phase 2 expansion, which is subject to the availability of Union funds in the next MFF. All European Union (EU) contributions should be at least matched by contributions from the Participating States of the EuroHPC JU.

Lot 1: Medium-Scale AI Gigafactories

This lot targets the establishment of 4 awarded consortia capable of deploying a medium-scale AI Gigafactory project each.

- **Phase 1 (Initial Deployment):**

- Minimum Technical Scale: Consortia must deploy a minimum of 25,000 advanced AI accelerators (H100-equivalent GPUs).
- Financial Contribution: The EU contribution is set at EUR 100 million per AIGF project, which must be at least matched by EUR 100 million from the respective Participating State(s).

The total targeted EU contribution for this phase across all 4 projects is therefore EUR 400 million.

- **Phase 2 (Expansion to Full-Scale AIGF):**

- Minimum Technical Scale: Consortia must expand the facility to reach a minimum of 75,000 advanced AI accelerators (H100-equivalent GPUs).
- Financial Contribution: The EU contribution is estimated to be up to a maximum of EUR 400 million per AIGF project, at least matched by the Participating State(s), subject to the availability of next MFF funds.

The additional total EU contribution for this second phase across all 4 projects in this lot could reach up to EUR 1.6 billion.

- **Total Framework Ceiling:** The maximum estimated EU contribution for the entire duration of the project (Phase 1 and Phase 2) is EUR 500 million per AIGF subject to

the availability of next MFF funds. In each Phase, the Union contribution shall be limited up to an amount of 17% of the IT CAPEX (See Annex 4) of the respective AIGF project.

- **Initial Mix of Services:** In the initial phase, the procured compute access time will be distributed as 50% for Layer 2 (including all services of Layer 1), and 50% for Layer 3 (further details regarding these service layers are outlined in the following section). The contracting authorities reserve the right to deviate from this initial mix by up to 10% in the first Specific Contract. In subsequent Specific Contracts, the proportional mix of compute access time across the different layers may be dynamically adapted to meet evolving requirements at the time the contract is signed.

Lot 2: Large-Scale AI Gigafactories

This lot targets the establishment of 3 awarded consortia capable of deploying massive, large-scale AI Gigafactories project each.

- **Phase 1 (Initial Deployment):**
 - Minimum Technical Scale: Consortia must deploy a minimum of 40,000 advanced AI accelerators (H100-equivalent GPUs).
 - Financial Contribution: The EU contribution is set at EUR 200 million per AIGF project, which must be at least matched by EUR 200 million from the respective Participating State(s).

The total targeted EU contribution for this phase across all 3 projects is therefore EUR 600 million.

- **Phase 2 (Expansion to Full-Scale AIGF):**
 - Minimum Technical Scale: Consortia must expand the facility to reach a minimum of 100,000 advanced AI accelerators (H100-equivalent GPUs).
 - Financial Contribution: The EU contribution is estimated to be up to a maximum of EUR 800 million per AIGF project, at least matched by the Participating State(s), subject to the availability of next MFF funds.

The additional total EU contribution for this second phase across all 3 projects in this lot could reach up to EUR 2.4 billion.

- **Total Framework Ceiling:** The maximum estimated EU contribution for the entire duration of the project (Phase 1 and Phase 2) is EUR 1 billion per AIGF subject to the availability of next MFF funds. In each Phase, the Union contribution shall be limited up to an amount of 17% of the IT CAPEX of the respective AIGF project.
- **Initial Mix of Services:** In the initial phase, the procured AI compute access time will be distributed as 60% for Layer 2 (including all services of Layer 1), and 40% for Layer 3 (further details regarding these service layers are outlined in the following section). The contracting authorities reserve the right to deviate from this initial mix by up to 10% in the first Specific Contract. In subsequent Specific Contracts, the proportional mix of compute access time across the different layers may be dynamically adapted to meet evolving requirements at the time the contract is signed.

It is important to note that while there are no upper limits to the total number of GPUs a consortium may propose and deploy in any of the above two lots and in any phase. The estimated EU financial contributions outlined above represent strict maximum ceilings per

project within each Lot. Consortia may choose to scale their infrastructure well beyond the mandatory minimum requirements (e.g., beyond 75,000 AI accelerators for Lot 1 or 100,000 AI accelerators for Lot 2). However, they will not receive any additional EU funding beyond the maximum amounts specified for their targeted Lot, irrespective of the final size of the facility.

In the case of a multi-site single country AIGF, for both lots the required minimum technical scale of AI accelerators must be met in Phase 2 in the following way:

- Lot 1: a minimum of 75,000 AI accelerators located at a single site;
- Lot 2: a minimum of 75,000 AI accelerators located at a single site, and a cumulative minimum of 100,000 AI accelerators overall by aggregating the total number of AI accelerators across all sites.

In the case of multi-site multi-country AIGF, at least one primary site must reach the required minimum technical scale of AI accelerators, i.e., a minimum of 75,000 AI accelerators. The proposal may aggregate the total number of AI accelerators across all their eligible sites. For example, a multi-country proposal could consist of one AIGF site reaching 75,000 AI chips in one Member State and another AIGF site providing 50,000 AI chips in another Member State; as the combined total exceeds 100,000 AI chips and the primary site meets the 75,000 AI chips baseline, the proposal would successfully qualify for Lot 2 (large-scale AIGF).

Additionally, the required matching financial contributions from Participating States (e.g., EUR 100 million for Lot 1 or EUR 200 million for Lot 2 in Phase 1) may be provided collectively by multiple states. For instance, to meet the EUR 200 million matching requirement for a Lot 2 project, one Participating State could contribute EUR 120 million and another Participating State could contribute EUR 80 million, satisfying the requirement collectively.

e. AIGF IMPLEMENTATION

This Call for Tenders is the central part of **the AIGF implementation process**. Following the process described in the previous sections, the EuroHPC JU will select successful tenderers (the “AI Gigafactory Consortia”) with whom a Framework Contract (FWC) will be signed. Under this FWC, the EuroHPC JU acting in its own name and on its own behalf, and in the name and on behalf of the concerned Contracting Authorities, will sign Specific Contracts to acquire a long-term, guaranteed share of AI compute access time for the Union and the concerned Contracting Authorities

In view of the very significant investment required to develop, deploy and operate AIGFs across the EU (indicatively estimated at least EUR 4–5 billion per AIGF), these are envisaged to be established under a predominantly industrial, market-driven model, reflecting the need for long-term financial sustainability. The role of the public authorities is intended to be limited to act as a strategic anchor customer, providing a de-risking effect through this joint procurement of AI compute access time, and securing public interest objectives.

The Union contribution shall take the form of periodic payments over a defined term (e.g. 5 years) at a pre-agreed price (**“Off-take model”**). As described above, this procurement is implemented in two linked phases (Phase 1 for initial deployment and Phase 2 for expansion) and operationalised through consecutive Specific Contracts. In particular, the Union’s maximum estimated budget for each AIGF FWC is capped at the absolute amounts specified per Lot, and in any case up to a maximum of 17% of the capital expenditure (CAPEX) investments of the overall computing infrastructure of the selected AIGF(s). One or more Contracting Authorities shall at least match the Union financial contribution.

The investment for setting up and establishing the AIGF as well as the operational expenditure (OPEX) of the AI Gigafactory shall be covered by the AIGF Consortium.

While the procured compute access time for the Union and the Participating States will inherently be scheduled alongside the workloads of the AIGF's other commercial customers, the AIGF Consortium shall, on a best-efforts basis and to the extent possible, provide the necessary computing resources in a single, undivided allocation as priority for exceptionally heavy workloads (such as the training of large-scale foundational models), when so required by the relevant Contracting Authorities. In such cases, the AIGF Consortium shall proactively engage with the Contracting Authorities to accommodate, in mutual agreement, such heavy workload requirements in a timely and operationally efficient manner.

In the case of **multi-site single-country** AIGFs, the Union's AI compute access time shall be exclusively procured from the largest constituent AIGF site (as regards the number of comparable advanced AI accelerators) within a single-country proposal. However, in the phased approach (i.e. transitioning from Phase 1 to Phase 2), the Union's AI compute access time may be provided by a different constituent AIGF site (reaching the minimum size for a full-scale AIGF) in the subsequent Phase 2 of implementation, provided this transition is clearly justified in the technical roadmap and aligns with the strategic expansion of the facility's overall capacity.

In the case of **multi-site multi-country** AIGFs projects, the Union's AI compute access time will be procured from the largest single site (in terms of the number of comparable advanced AI accelerators) within each participating hosting Member State. For reference, according to the EuroHPC Regulation, a maximum of one site per country will be eligible under a single project consortium. For the sake of clarity, in multi-site multi-country AIGF projects there must be at least one site that has the full-scale of an AIGF (i.e. having at least three to four times the number of the most advanced AI processors currently available in the most powerful AI factories, depending on the applicable Lot). Furthermore, AI compute access time may be procured from a smaller constituent site within a Member State, provided that such a site is intrinsically linked to a full-scale AIGF within the broader multi-country project. In such cases, the tenderer must demonstrate that **the smaller site serves as a closely interlinked (via very high-speed fibre networks) critical and relevant component of a full scale AIGF located in another hosting Member State of the AIGF multi-country project, performing essential functions such as strategic backup, workload balancing, or offering specialised processing nodes that enhance the resilience and performance of the full scale AIGF.**

If in a consortium more than one site in different Member States reaches full-scale AIGF size, an equal share of the EU contribution will be used to procure compute access time from each of these sites. For example, if there are two full-scale AIGF sites in two different MS, each will receive half of the EU contribution of phase 1 for the access time procured from each site. These will also be entitled for EU funding in phase 2.

If, within a consortium, one site reaches full-scale AIGF size while one or more sites are smaller not reaching the full-scale AIGF size, the EU contribution to procure compute access time will be allocated pro rata based on the number of comparable advanced AI accelerators at each site. For example, if a tender for Lot 2 includes in Phase 1 one large AIGF site with 40,000 AI chips in one Member State and a small site with 10,000 comparable AI chips in another, the first site will receive 4/5 of the EU budget (i.e., 4/5 of EUR 200 million) and the second site will receive 1/5 for the access time procured respectively from them. These sites will also remain eligible for EU funding in Phase 2, applying the same proportionality allocation method.

Finally, as in multi-site single-country setups, in a phased approach (see section f. below), the Union's AI compute access time may be provided by a different constituent AIGF site (reaching the minimum size for a full-scale AIGF) in the subsequent Phase 2 of implementation, provided this transition is clearly justified in the technical roadmap and aligns with the strategic expansion of the facility's overall capacity.

In the context of this call for tenders, AI services are descriptively classified into three distinct levels (Layers 1-2-3):

Layer 1 (L1): Infrastructure and Orchestration Services

- **Description:** This foundational level provides the core building blocks of AI supercomputing, akin to a highly specialised Infrastructure-as-a-Service (IaaS) model. It offers expert users managed access to the “bare metal” hardware, including the AI accelerators (GPUs, TPUs, etc), CPUs, and high-performance storage and networking. This is complemented by essential orchestration layers, such as container runtimes and managed cluster environments (e.g., Kubernetes, Slurm, Flux), along with user management and accounting services.
- **Target Users:** This level is primarily aimed at expert users, large research institutions, or commercial entities with sophisticated in-house AI teams who require maximum control and performance and wish to deploy their own custom software stacks.

Layer 2 (L2): Managed MLOps and Development Platforms

- **Description:** Building upon L1, this level offers a managed Platform-as-a-Service (PaaS) environment designed to accelerate the AI development lifecycle. It removes the complexity of managing the underlying infrastructure and provides data scientists and AI developers with pre-configured software environments (e.g., PyTorch, TensorFlow), integrated tools like Jupyter Hubs, and managed MLOps services for experiment tracking and model registry. It may also include services like auto-scaling inference endpoints and ready-to-deploy Retrieval-Augmented Generation (RAG) pipelines.
- **Target Users:** This level is particularly relevant for the EU/MS scientific user community, AI developers, and data scientists who want to focus on building, training, and fine-tuning models without the overhead of managing the full infrastructure stack.

Layer 3 (L3): High-Value Integrated AI Services

- **Description:** This is the highest level of service integration, offering AI capabilities as a ready-to-use service, similar to a Software-as-a-Service (SaaS) and Model-as-a-Service (MaaS) schemes. Instead of just providing tools, this level offers access to pre-hosted and optimised foundational models (either open-source or commercial), specialised domain-specific models, or cognitive APIs for tasks like document intelligence or language translation. This level also includes crucial “trust” services, such as AI guardrails for safety and compliance, and auditing tools to ensure adherence to regulations like the EU AI Act.
- **Target Users:** This level is particularly relevant for Public Administrations and SMEs, enabling them to integrate powerful AI capabilities into their workflows and services without needing in-house AI development expertise.

It is to be noted that a specific mix of access time to L2 and L3 services will be procured from the AIGF selected through the call for tender to serve the EU and the MS / PS Contracting Authorities. Depending on the targeted Lot, this initial mix of access time is defined as follows:

(i) for Lot 1, 50% allocated to Layer 2 (including Layer 1), and 50% to Layer 3; (ii) for Lot 2, 60% allocated to Layer 2 (including Layer 1), and 40% to Layer 3.

Bidders are invited to propose competitive unit prices for L2 and L3 services per hour, provided for each of the distinct underlying hardware families and chip architectures (e.g., different AI accelerators with varying performance profiles) that constitute the facility's infrastructure.

A price for L2 (including Layer 1) and a price for L3 services must be submitted for each AI chip technology type offered to the EuroHPC JU/Participating States for the entire duration of the FWC. This pricing must ensure the long-term economic viability of the AIGF project with high-value access for public-sector users. As this joint procurement establishes the public sector as a foundational anchor customer, the financial offers should reflect the highly competitive pricing and exceptional volume discounts standard in the industry for such large-scale, long-term off-take agreements.

Within the economic evaluation, these individual unit prices will be used to calculate a compounded average final price for the Contracting Authorities. This weighted calculation will account for the specific performance of each technology, and the total volume of AI compute access time anticipated for use by the Contracting Authorities at the different layers of service. The methodology for this calculation is detailed in Part 2 of the evaluation process, specifically for the determination of the X3 scoring.

More in detail, for the purposes of their evaluation, offered prices will be normalised against standardised industry performance benchmarks (see section 9.3.3.2) to ensure a fair comparison across diverse hardware architectures and deployment phases. This ensures a transparent and equitable comparison across diverse hardware architectures and deployment schedules, accounting for the specific performance of the technologies and their availability within the funding support window. The advance commitment by the Contracting Authorities to purchase AI compute access time from the future AIGFs provides significant financial security to the operators; accordingly, this should be reflected in the financial offers through highly competitive and favourable pricing conditions. To guarantee a seamless transition to Phase 2, the prices in subsequent Phase 2 Specific Contracts will be normalised against hardware performance, ensuring that the cost per standard performance unit remains equal to or lower than the baseline established at the proposal stage.

It should be noted that the economic evaluation (X3 scoring) described in Part 2 will be conducted on the basis of Layer 2 (including Layer 1) and Layer 3 service prices. This approach is intended to ensure a consistent and objective comparison across different project proposals by evaluating a uniform baseline of AI services.

f. TIMELINE AND PHASING OF THE ACTION

The implementation of the AI Gigafactory is structured into distinct phases (see figure below), initiated by the signature of the Framework Contract and the first Specific Contract (SC1). The specific duration and milestones are defined as follows [see figure below]:

- **Set-up Period (Configuration & Deployment):** This period begins immediately upon the signature of the FWC and SC1. **It has a maximum duration of 18 months.** The AIGF Consortium has the flexibility to determine the specific end date of this period within this 18-month limit.
- **Milestone T0 (Operational Readiness):** T0 marks the end of the Set-up Period and the start of the operational delivery. It is defined as the moment the AIGF is initially

configured, deployed (with initial GPUs/TPUs required for Phase 1), and ready to start operations, subject to the acceptance of a prior technical audit. This date is defined by the AIGF Consortium in its tender but must occur no later than 18 months after the signature of the FWC and SC1. See figure below.

- **Phase 1 (Service & Payments):** Commencing immediately at T0, this phase marks the operational start of the facility under the initial commitments. T0 serves as the trigger point for the Financial Support Window. Public periodic payments from the purchasing authorities, in exchange for the services procured and available under SC1, should commence at T0 and continue for a fixed period of 5 years.
- **Phase 2 (Additional Funds & Specific Contracts):** Subject to the availability of additional MFF funds, Phase 2 represents the expansion of the AIGF to its full-fledged capacity. This phase will be operationalised through the signature of subsequent Specific Contracts as soon as additional funds become available, allowing additional hardware to be put into operation and integrated within the perimeter of the public procurement of services. Upon the availability of these additional funds and the formal initiation of Phase 2, the consortia shall have a **maximum period of up to 12 months** to execute the project expansion (i.e. the full scale IT infrastructure and its services) subject to the acceptance of a technical audit to be performed/undertaken by the EuroHPC JU. Within this timeframe, the consortia must successfully deploy and put into operation the remaining Advanced AI accelerators, strictly in accordance with the commitments and specifications set out in their awarded proposal.

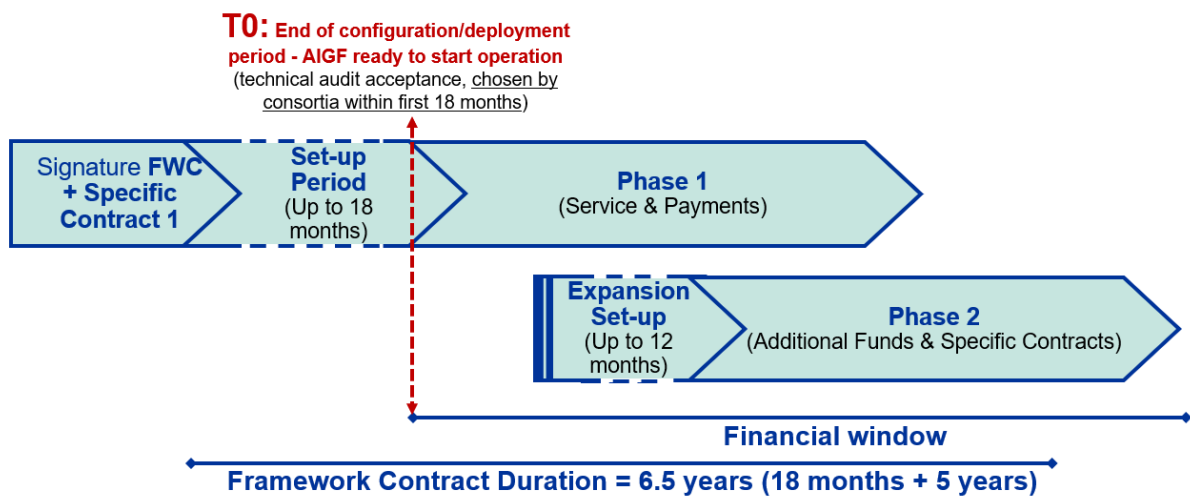


Figure 1: Key cut-off dates/timing and phased approach for an AIGF

In light of this phased implementation, tenderers are required to submit a complete project proposal that encompasses both Phase 1 and Phase 2. The submission must provide full, exhaustive technical and financial details for the Phase 1 initial deployment. For Phase 2, the contracting authority understands that certain specific details may be less granular at the time of submission due to the rapid evolution of future technologies (and associated costs) and the contingency on future financial commitments. Nevertheless, tenderers must still provide a robust, credible roadmap and indicative planning for this expansion, as elements of both Phase 1 and Phase 2 will be formally assessed across the different parts of the evaluation procedure (further details on the precise scope of evaluation for each phase are provided in the subsequent evaluation sections of this call text).

To complement the above, it should be signalled that the selected AIGF should have the power capacity to support a minimum IT load specific to its targeted Lot sustaining the minimum number of AI accelerators required as specified in this call text, fully operational and ready for use by Milestone T0 (the start of Phase 1). This includes inter alia complete mechanical, electrical, and plumbing (MEP) systems, redundancy measures, and network interconnection infrastructure. The AIGF should then scale up to a minimum IT load⁶ of 120 MW for Lot 1 and 150 MW for Lot 2, fully operational within Phase 2.

g. MINIMUM REQUIREMENTS FOR AI GIGAFACTORIES

Tenders must adhere to the following requirements regarding digital sovereignty, energy capacity, and AIGF compute performance throughout the whole performance of the contract. In more detail, these elements will be assessed either as eligibility or award criteria:

a. Sovereignty and Autonomy Requirements

As described in section 3.b, the AIGF Hosting Entity shall be legally established within a Member State of the European Union. Furthermore, each tenderer shall appoint an AIGF Coordinator, which must be an entity established in a Member State and effectively controlled by legal entities established in the Union, and by natural persons who are nationals of Member States, to serve as the strategic and operational anchor of the project. Together, they shall bear full legal responsibility for the sovereign operation of the AIGF. This element will be assessed in the eligibility section.

Proposals must guarantee the Union's autonomous control, security, and oversight over the AIGF:

- **Location of physical facilities:** Tenderers shall include the facilities to set up, host and operate an AIGF in a Participating State to the EuroHPC JU that is a Member State of the EU (see also above requirements regarding the Hosting Entity), establishing a secure environment resilient against external dependencies and shielded from undue, unauthorised extraterritorial interference and access. This element will be assessed in the eligibility section.
- **Jurisdiction and Data Governance:** The entire data lifecycle within the AIGF's core activities (including operational data, metadata, logs, and any surrogate data) shall be stored and processed exclusively within the territory of the EU, be governed by European standards and shall be subject to the jurisdiction of an EU Member State. This aims to ensure that all operational data and metadata are protected from unauthorised third-country access and/or disclosure. While anchor customers (off-takers) are responsible for the data governance of their respective partitioned workloads, the underlying AIGF facility must ensure that no data leakage or unauthorised access occurs at the infrastructure level. This element will be assessed in the award section.
- **Operational Oversight and Subcontracting:** The orchestration, system administration, and high-level management of the AIGF infrastructure shall ensure that the facility remains within the Union's operational oversight, specifically under the control of the AIGF Coordinator and/or Hosting Entity. While subcontracting is permitted, tenderers must demonstrate how they will ensure that the potential

⁶ If the bidder considers a lower minimum IT load to be sufficient, this must be justified accordingly.

involvement of third-country entities does not compromise this operational integrity or the exclusive jurisdiction of the EU. This element will be assessed in the award section.

- **Data Residency and Regulatory Alignment:** Tenderers must ensure that data managed within the core AIGF operational environment remains within the legal boundaries of the European Union, in compliance with any requirements imposed under the GDPR (Regulation (EU) 2016/679), the AI Act (Regulation (EU) 2024/1689), and applicable Union data governance frameworks (e.g., Data Governance Act). However, to foster an inclusive commercial ecosystem, an exception applies to anchor customers, such as global service providers and international off-takers, that may maintain operational autonomy over the specific compute capacity and value-added services they provide to their respective end-users, and such specific services are not subject to the overarching AIGF sovereignty and data residency conditions as detailed in section 3.b. This element will be assessed in the award section.
- **Sovereign Technical Operations:** The AIGF core infrastructure, including, but not limited to, operating the IT hardware and software/cloud infrastructure, orchestration, MLOps, registry, data handling, scaling and monitoring, infrastructure maintenance, system administration, disaster recovery including restoration of critical services, and privileged access management, shall be operated through a framework ensuring technical and legal accountability within the EU and its Member States. Critical service provisioning shall be performed within the territory of the Union by duly qualified personnel of the Hosting Entity and/or the AIGF Coordinator. This element will be assessed in the award section.
- **Technological Sovereignty and Ecosystem Diversification:** To reduce long-term reliance on non-European technologies, proposals must include credible plans for the progressive integration of EU-based software solutions. To the extent possible from Phase 1, and specifically within year 4 after the Operational Readiness (T0), proposals should put into operation a European-based and controlled software stack (cloud and AI) that will be integrating, as much as possible, open-source solutions. Tenderers may also propose the gradual integration of European sovereign hardware solutions, such as European-designed chips and emerging semiconductor technologies based on the tenderers' assessment of their maturity and competitive alignment with the project's requirements. Additionally, while the facility may initially operate with a limited anchor customer base (e.g., specialised cloud providers) to ensure early viability, tenderers should set out a clear, proportionate, and time-bound strategy to progressively expand their customer base to the broader European AI ecosystem and user industries. This element will be assessed in the award section.
- **Access Screening and Strategic Oversight:** The facility must implement a robust screening mechanism for user access requests applicable to the entire compute capacity of the AIGF. Any proposed access agreements with entities from third countries that might raise concerns regarding the Union's strategic assets, interests, autonomy, or security shall require the prior approval of the AIGF Public Governance Body. This element will be assessed in the award section.
- **Dual-Use Security and Public Governance:** Where the facility is utilised for sensitive workloads (e.g., defence-related research or simulations for critical infrastructure), the consortium must implement necessary enhanced security measures, including NIS2 (Directive (EU) 2022/2555) alignment, and robust physical security. To ensure continued strategic alignment with public interests, the AIGF will operate under the oversight of a Public Governance Body, which will be responsible for authorising any

substantial changes to the legal, financial, or ownership structure of the AIGF. The Public Governance Body will also regularly monitor the type of users accessing the infrastructure, as well as the scrutiny mechanisms applied by an AIGF facility to ensure compliance with user access eligibility conditions. This element will be assessed in the award section.

b. Energy Requirements

The AIGF infrastructure must incorporate the following elements for power capacity:

- **Phase 1 Minimum Capacity:** The selected AIGF should have the power capacity to support a minimum IT load⁷ specific to its targeted Lot sustaining the minimum number of AI accelerators required as specified in this call text⁸, fully operational and ready for use by the start of Phase 1 (Milestone T0), including complete MEP systems, redundancy, and network interconnection. This element will be assessed in the award section.
- **Phase 2 Minimum Capacity:** The AIGF must scale up to a minimum IT load⁹ of 120 MW for Lot 1 and 150 MW for Lot 2, fully operational within Phase 2. This element will be assessed in the award section.

c. Compute Performance Capacity

To qualify as an AIGF, the computational scale must at least reach three to four times the number of advanced processors currently available in the most powerful AI Factories¹⁰ across both deployment phases, depending on the targeted Lot:

- **Compute Performance Capacity**
 - *Lot 1 - Medium-Scale:* The facility must deploy a minimum capacity of 25,000 (H100-equivalent) of the latest state-of-the-art AI advanced chips by Phase 1. To qualify as a full-scale AIGF, the proposal must include a binding roadmap to reach a total minimum capacity of at least 75,000 (H100-equivalent) of the latest state-of-the-art AI chips in Phase 2. This element will be assessed in the eligibility section.
 - *Lot 2 - Large-Scale:* The facility must deploy a minimum capacity of 40,000 (H100-equivalent) of the latest state-of-the-art AI advanced chips by Phase 1. To qualify as a massive full-scale AIGF, the proposal must include a binding roadmap to reach a total minimum capacity of at least 100,000 (H100-

⁷ For the purposes of this Call, *IT load* broadly refers to the electrical power capacity dedicated primarily to the active computing and data processing equipment (such as servers, GPUs/TPUs, storage systems, and relevant rack infrastructure), inclusive of the fully operational facility infrastructure required to safely and continuously sustain this computing capacity. This necessary supporting infrastructure encompasses, inter alia, the complete mechanical, electrical, and plumbing (MEP) systems, appropriate redundancy measures, and network interconnection infrastructure.

⁸ As an indicative reference for Phase 1, this corresponds to a power capacity of 15–30 MW for Lot 1 and 20–50 MW for Lot 2.

⁹ See footnote 6

¹⁰ https://www.eurohpc-ju.europa.eu/ai-factories_en

equivalent) of latest state-of-the-art AI chips in Phase 2. This element will be assessed in the eligibility section.

- **Multi-Site Projects:** In multi-site, multi-country AIGF projects, there must be at least one site that reaches the full-scale AIGF minimum capacity for its respective Lot (e.g., at least 75,000, H100-equivalent, of the latest state-of-the-art AI accelerators) as defined in article 12b(2) of the EuroHPC Regulation. This element will be assessed in the eligibility section.

These elements should be clearly documented in the tenders.

4. STATE AID BUDGET AVAILABLE -VOLUME AND VALUE OF THE CONTRACT

This call contributes to the objectives of the Strategic Technologies for Europe Platform (STEP Regulation 2024/795).¹¹

Section 13.1 of this Call text provides the structure and content to be provided by each application submitted under the present Call for Tenders.

By submitting a tender, applicants confirm the prior acceptance of the terms and conditions, as set out in the Model Framework Contract and the Model Specific Contract in Annex 3 of this Call for Tenders, including a service level agreement.

According to Article 12b(5) of the EuroHPC Regulation, the procurement volume purchased by the EuroHPC JU is calculated net of Value Added Tax (VAT), and shall cover a pre-agreed guaranteed purchase of AI compute access time to the AIGF, limited in purchase costs to up to 17% of the CAPEX of the overall computing infrastructure of the AIGF (see Annex 4 for definition of eligible IT CAPEX). One or more Participating States must at least match the Union contribution. To ensure the integrity of the matching principle, the corresponding procurement volume committed by any Participating State must also be calculated net of VAT; notwithstanding this, each Participating State shall ensure strict adherence to its applicable national VAT frameworks to execute this commitment.

The remaining costs related to the construction of the hosting site per se (i.e., costs related to the building infrastructure that will host the new AIGF), general utilities, or site preparation, as well as the operational expenditure (OPEX) of the AIGF *and any other costs not explicitly mentioned in the definition of IT CAPEX*, shall be covered by the AIGF Consortium.

A description of the CAPEX components of the computing infrastructure of the AIGF included for the determination of this value is provided in Annex 4.

In cases where the aggregate financial commitments from all Participating States within a specific territory exceed the Union contribution, the final aggregate contribution from those Participating States shall be adjusted to match the Union contribution. In such instances, the respective contributions of the Participating States involved will be reduced in agreement among such Participating States.

¹¹ Regulation (EU) 2024/795 of the European Parliament and of the Council of 29 February 2024 establishing the Strategic Technologies for Europe Platform (STEP), and amending Directive 2003/87/EC and Regulations (EU) 2021/1058, (EU) 2021/1056, (EU) 2021/1057, (EU) No 1303/2013, (EU) No 223/2014, (EU) 2021/1060, (EU) 2021/523, (EU) 2021/695, (EU) 2021/697 and (EU) 2021/241 (OJ L, 2024/795, 29.2.2024).

Alternatively, in the case where Participating States decide to exceed the Union contribution for the purpose of securing additional AI compute access time, all those contributions exceeding the Union contribution have to abide by State aid rules.

Furthermore, the budget allocated to each selected AIGF for the first Specific Contract (SC1) under phase 1 will be distributed across a predefined basket of AI compute access time of services. To ensure the procured infrastructure aligns with the intended initial operational requirements of the Joint Undertaking and Participating States, the total procured AI compute access time for each project in this first Specific Contract will be strictly apportioned according to the targeted Lot:

- **Lot 1 (Medium-Scale AIGFs):** 50% of the AI compute access time devoted to Layer 2 services (including also Layer 1 services), and 50% to Layer 3 services.
- **Lot 2 (Large-Scale AIGFs):** 60% of the AI compute access time devoted to Layer 2 services (including Layer 1 services), and 40% to Layer 3 services.

This mandatory capacity allocation for the initial deployment corresponds directly to the technical specifications and operational requirements of the distinct service layers detailed in this call text. However, for all subsequent Specific Contracts (including those for Phase 2 expansion), this proportional mix of compute access time across the different layers is not fixed; it may be dynamically adapted to meet the evolving operational needs of the contracting authorities at the time each future contract is signed.

For the sake of clarity, within the 50% compute access time allocated to Layer 2 services in any Specific Contract, the Union and the Contracting Authorities reserve the right to determine the exact proportion of Layer 1 and Layer 2 services to be procured based on their specific operational needs. Regardless of the chosen mix of Layer 1 and Layer 2 services within this allocation, all such capacity shall be procured at the Layer 2 price offered by the successful tenderer.

This Joint Procurement is designed as a single, integrated procedure resulting in the signature of a Framework Contract (FWC) with each the awarded consortia in each lot. While the selection occurs under a single procurement, the execution and financing are implemented sequentially through Specific Contracts (SCs) divided into the two phases described in the timeline and phasing of the action (section 3): Phase 1 (Initial Deployment) and Phase 2 (Expansion), as outlined in section 3.f above. The financial contributions of the Union and the EuroHPC Member States and Participating States for each Lot and Phase have been described in Section 3.d above as well as in the box below. As already mentioned, for both lots, the public financial contributions are firm for Phase 1 and only estimated (indicative) for Phase 2. Participating States will retain the flexibility to progressively increase their indicative commitments over time to fully realize the facility's expansion, which remains subject to the availability of future funds. **The details of the Participating States commitments available for consortia to leverage in their proposals are provided in Annex 2.**

The EuroHPC, within the limit of the total available Union budget, and the Participating States shall purchase AI compute access time from a number of the highest ranked AIGFs following the evaluation results under this call.

The envisaged duration of the FWC is 6.5 years¹² as of signature and spans the current and next Multiannual Financial Frameworks. The Contract legally commits only to a Union contribution under the current Multiannual Financial Framework for the execution of Phase 1. The total amount of the Union contribution tentatively foreseen for the overall execution of both phases across both lots is estimated at up to EUR five billion, of which up to **EUR 1 billion is available under the current Multiannual Financial Framework 2021-2027**.

The remaining amounts of the Union contribution, indicatively estimated at EUR 4 billion, may be awarded after 31 December 2027, subject in particular to the adoption of the Multiannual Financial Framework for 2028-2034 and related funding programmes, the establishment of a successor to the EuroHPC JU, the adoption of a financing decision and work programme, and the availability of the corresponding appropriations. The estimated impact on expenditure for 2028 and beyond is added for illustrative purposes only and does not prejudice the next Multiannual Financial Framework. The source of financing and scope of Union financial commitment in the post-2027 period remain subject to the outcome of interinstitutional negotiations on the MFF 2028-2034 and thereafter shall be determined through the annual budgetary procedure. All appropriations as of 2028 are indicative.

In addition, the activation of stages envisaged in the Contracts beyond the first phase will also be conditional on the achievement of contractual objectives and obligations of the AIGF Consortia, which will be specified in the draft Contract. Subject to these conditions, the resulting total Union contribution will be fully in correspondence with the Regulation, with the Union contribution at least matched by the Participating States contributions in line.

The stages of procurement of AI compute access time will be operationalized as follows:

Phase 1: Initial Deployment and Current MFF (Specific Contract 1)

This phase covers the initial deployment and operational period, with Union funding limited to available appropriations under the 2021–2027 MFF and with Participating States funds as indicated in the firm commitment letters. This phase is operationalised through the signature of the first Specific Contract 1 simultaneously with the FWC.

For this first phase, the Union’s financial contribution is EUR 100 million per AIGF project in Lot 1, and EUR 200 million per AIGF project in Lot 2, or an amount of 17% of the IT CAPEX of the respective selected AIGF project, whichever is lower. For the application of this budgetary limit, multi-country or multi-site proposals will be treated as a single, integrated AIGF project.

Phase 2: Expansion and Next MFF Funding (Subsequent Specific Contracts)

This phase covers the award of additional funds contingent upon the next Multiannual Financial Framework (i.e. 2028-2034), as well as of the remaining Participating State funds, to procure AI compute access time from the subsequent expansion of the AI Gigafactories in Phase 2. This phase will be operationalised through the signature of subsequent Specific Contracts. Subject to the availability of funds, the Union’s financial contribution for this expansion is estimated at up to EUR 400 million per AIGF project in Lot 1, and up to EUR 800 million per AIGF project in Lot 2. The maximum cap of 17% of the IT CAPEX still applies in Phase 2.

¹² This includes the maximum duration of the initial set-up phase (up to 18 months) plus 5 years when the AIGF is fully operational.

By utilising a single procurement for both phases governed by an overarching FWC per awarded AIGF project, the Union ensures a seamless transition and long-term technological roadmap for the AIGF projects, avoiding the need for redundant competitive procedures.

Any economic operator participating in this public procurement procedure shall notify the contracting authority of all foreign financial contributions of at least EUR 4 million per third country received in the last three years prior to the notification pursuant to Article 28(1) of Regulation (EU) 2022/2560. In all other cases they shall submit a declaration pursuant to Article 29(1) of Regulation (EU) 2022/2560, listing all foreign financial contributions received in the last three years prior to the declaration confirming that such contributions are not notifiable. Foreign financial contributions whose total amount per country is lower than **EUR 300 000** (*de minimis* aid) over the preceding period of three consecutive years, need not be listed in the declaration. When no foreign financial contributions were received in the last three years prior to the declaration, a declaration is still necessary to confirm that no FFCs were received. Notifications or declarations shall be submitted by using the Form FS-PP available at [Foreign Subsidies Regulation - European Commission \(europa.eu\)](https://europea.eu/foreign-subsidies-regulation).

The obligation to notify foreign financial contributions also applies to main subcontractors and main suppliers known at the time of submission of the complete notification or declaration, or complete updated notification or declaration. For the purposes of the notification or declaration, a subcontractor or supplier shall be deemed to be main where their participation ensures key elements of the contract performance and in any case where the economic share of their contribution exceeds 20 % of the value of the submitted tender.

The tenderer shall ensure the submission of the notification or declaration. However, for the purposes of Article 33 of the Foreign Subsidies [Regulation - 2022/2560 - EN - EUR-Lex \(europa.eu\)](https://europea.eu/foreign-subsidies-regulation), the tenderer is responsible only for the veracity of data linked to its own foreign financial contributions.

Please find more information on how to submit [the online FS-PP form](https://europea.eu/foreign-subsidies-regulation) at the following link: [Foreign Subsidies Regulation - European Commission \(europa.eu\)](https://europea.eu/foreign-subsidies-regulation).

5. CONTENT OF THE TENDERS SUBMITTED UNDER THE CALL FOR TENDERS

Proposals under this Call for Tenders shall be submitted using the Tender form provided in Annex 1 to this Call (Content of the Tender). Section 10.1. and Annex 1 provide also information on how to fill in the Tender Form.

6. GENERAL CONDITIONS FOR SUBMISSION

6.1. Registration in the Participant Register

Any economic operator willing to participate in this call for tenders must be registered in the Participant Register - an online register of organisations and natural persons (participants) participating in calls for tenders or proposals of the European Commission and other EU institutions/bodies.

On registering each Participant obtains a Participant Identification Code (PIC, 9-digit number), which acts as its unique identifier in the Participant Register. A participant needs to register only once – the information provided can be further updated or re-used by the participant in other calls for tenders or calls for proposals of the European Commission and other EU institutions/bodies.

🔔 **Each Participant needs to ensure that its SME status in the Participant Register is registered and kept up to date.**

At any moment during the procurement procedure, the Research Executive Agency Validation Services (hereafter the EU Validation Services) may contact the Participant and ask for supporting documents on legal existence and status. The requests will be made through the register's messaging system to the e-mail address of the Participant's contact person indicated in the register. It is the responsibility of the Participant to provide a valid e-mail address and to check it regularly. The documents that may be requested by the EU Validation Services are listed in the [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](#).

🔔 **Please note that a request for supporting documents by the EU Validation Services in no way implies that the tenderer has been successful.**

6.2. Administrative Compliance

In order to be admissible:

- a) Tenders must be sent no later than **12 November 2026 at 16:00 Luxembourg time**.
- b) Tenders must be submitted electronically (see section 12 "Procedure for the submission of tenders"), using the application form in the Annex 1 (EuroHPC Tender Form) and available at https://www.eurohpc-ju.europa.eu/ai-gigafactories/ai-gigafactories-calls_en.
- c) Tenders must be submitted preferably in the English language.

Failure to comply with those requirements will lead to the rejection of the tender.

7. ENTITIES SUBJECT TO RESTRICTIVE MEASURES, RULES ON ACCESS TO PROCUREMENT AND ELIGIBILITY CRITERIA: WHO MAY SUBMIT A TENDER?

Tenderers must ensure that no involved entities 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), 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.

Participation in this call for tenders is open on equal terms to all legal persons coming within the scope of the [Treaties](#), as well as to international organisations.

It is also open to legal persons established in a third country provided that it has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

The [Agreement on Government Procurement concluded within the World Trade Organization](#) does not apply.

Given the specific subject matter of this procurement and the imperative to protect the integrity of EU digital infrastructure, communication and information systems, and related supply chains in the essential interests of the Union and its Member States, **participation to this public procurement procedure is restricted pursuant to Article 136 of the FR.**

For this particular procedure, considering the nature of the AIGF and their setting up and operation modalities that might not be fully available in the EU market, **access to this procurement is granted, at the time of the submission deadline (and throughout the execution of the framework contract), to involved entities¹³ established in [Participating States to the EuroHPC JU](#), in associated countries of [Horizon Europe](#) and of the [Digital Europe Programme](#), or their successors, or in third countries which are members of the OECD or which have signed an AIGF Cooperation Agreement (i.e. Trade and Technology Council(s), Digital Partnerships, Digital Dialogues, Strategic Partnership on semiconductors or the Pax Silica initiative).** Their participation does not constitute a precedent nor an obligation for participation in future procurement procedures. See **Annex 7** for a complete list of eligible countries. Specific establishment and/or ownership control requirements apply to the AIGF Coordinator and the AIGF Hosting Entity.

To enable the contracting authority to verify the access, each involved entity, including the AIGF Coordinator and AIGF Hosting Entity, 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. Furthermore, the Contracting Authority may, at any time during the public procurement procedure, request the involved entities, including the AIGF Coordinator and AIGF Hosting Entity, to submit, supplement, clarify or complete the information or documentation related to the verification of the involved entity's origin within an appropriate time limit, provided that such requests are made in compliance with the principles of equal treatment and transparency. Where the involved entity, including the AIGF Coordinator or AIGF Hosting Entity, is found to be in non-compliance with the above rules on access to procurement or fails to provide the necessary information or documentation without any reasonable explanation, and thereby prevents the verification of the involved entity's, including the AIGF Coordinator's or AIGF Hosting Entity's, origin by the Contracting Authority or makes such a verification practically impossible or very difficult, that involved entity, including the AIGF Coordinator or AIGF Hosting Entity, shall be rejected from participation in this joint procurement procedure.

On the basis of Article 12b(3) of the EuroHPC Regulation, the following conditions shall be met in the tender and shall continue to apply throughout the whole performance of the contract:

- ***The AIGF Coordinator***, based on Article 2(3e) of the EuroHPC Regulation, shall be a legal entity, duly incorporated in the Union and validly existing under the laws of the Member State in which it is established; and may also be an existing hosting entity representing a Participating State that is a Member State or a hosting consortium of Participating States. It shall be controlled by legal entities established in the Union, and by natural persons who are nationals of Member States.

The AIGF Coordinator shall act as the single point of contact for all communications with the EuroHPC Joint Undertaking (EuroHPC JU). The successful tenderer(s) shall remain fully responsible for the implementation of all actions arising from the Framework Contract and any Specific Contracts.

To enable the Contracting Authority to verify the access of the AIGF coordinator, the latter must include, within the tender, an Ownership Control Declaration (see Annex 1F). The declaration must be signed by an authorised representative of the entity providing the declaration. Where the declaration has been signed by hand, the original does not need to

¹³ See Section 8 for the definition of “involved entity”.

be submitted to the Contracting Authority, but the latter reserves the right to request it from the candidate/tenderer at any time during the record-keeping period.

The ownership/control assessment will be carried out by the Research Executive Agency Validation Services (hereafter the EU Validation Services).

The assessment of control is part of the eligibility criteria. The assessment will be done in accordance with the [Rules for legal entity validation, LEAR appointment and financial capacity assessment available on the Funding & Tenders Portal/How to participate/Reference Documents, under the responsibility of the EU service handling the funding/grant/tender.](#)

At any moment during the procurement procedure, the Research Executive Agency Validation Services (hereafter the EU Validation Services) may contact the AIGF Coordinator and ask for supporting documents on legal existence, status, financial capacity and ownership control assessment. The requests will be made through the register's messaging system to the e-mail address of the AIGF Coordinator's contact person indicated in the register. It is the responsibility of the AIGF Coordinator to provide a valid e-mail address and to check it regularly. The documents that may be requested by the EU Validation Services are listed in [the EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment.](#)

For further information, please consult the Guidance provided in Annex 1F(a) to these Tender Specifications.

The Ownership Control Declaration (Annex 1F) and the supporting documents must be uploaded in the PIC account of the entity by selecting Documents/Add new document and by choosing Document type “Other”.

Please note that a request for supporting documents by the *EU Validation Services* in no way implies that the tenderer has been successful.

The AIGF Coordinator shall be duly mandated by all consortium members, including through a power of attorney, to act on their behalf, including for the signature and management of the Framework Contract and any Specific Contracts. The EuroHPC JU shall verify that the Coordinator has all the necessary powers and authority to fulfil its mandate in accordance with Article 2, paragraph 3e of the EuroHPC Regulation.

- Likewise, to be eligible, ***the Hosting Entity*** must ensure that the physical facilities designated to set up, host, and operate the AIGF are strictly located within a Participating State of the EuroHPC JU that is also a Member State of the Union. According to Article 2(3g) of the EuroHPC Regulation, AI gigafactory hosting entity means a legal entity which has been designated by an AI gigafactory Consortium to host and operate an AI gigafactory and its services, and which is established in a Participating State that is a Member State.

The tenderer shall assume full liability towards the EuroHPC JU for the performance of the agreement as a whole, including financial and operational liability.

In order to assess the applicants' eligibility, the following supporting documents are requested:

- The legal entity identification form¹⁴ duly completed and signed by the person authorised to enter into legally binding commitments on behalf of the applicant organisation(s) to be submitted in original;
- AIGF consortium: in addition to the supporting documents referring to their legal status, the AIGF consortium members will submit a signed declaration based on the model Agreement/Power of Attorney, appointing an AIGF Coordinator and giving a mandate to him (included as Annex 1B).
- Each tenderer and each consortium member in an AIGF consortium must fill-in and provide the duly signed Declaration of Honour (included as Annex 1A).

Only proposals submitted in respect of a host Member State that has provided a formal and explicit commitment letter from its NCA, as detailed in Annex 2 of the call, will be considered eligible and admitted to the evaluation procedure. This mandatory requirement ensures the financial contribution for an AIGF Consortium selected within its territory, reflecting the joint procurement approach of the initiative and the critical need to secure the requisite national support and co-funding (See Annex 2 for the list of Participating States investing in AIGFs).

In terms of the minimum eligible scale, to be deemed eligible, the proposed facility must feature a compute performance capacity that integrates at least three to four times the number of advanced processors currently available in the most powerful AI Factories. Taking the JUPITER AI Factory as the current industry reference, tenderers must demonstrate that their proposed full-scale AIGF will possess a total minimum capacity of 75,000 (Lot 1) or 100,000 (Lot 2) H100-equivalent advanced AI processing units by Phase 2 to satisfy this mandatory requirement. Additionally, for the initial Phase 1 deployment, the proposed facility must feature a minimum capacity of 25,000 H100-equivalent units for Lot 1 and 40,000 H100-equivalent units for Lot 2.

Furthermore, in the case of proposals featuring multi-site and multi-country AIGF projects, eligibility is strictly contingent upon having at least one individual site within the consortium that independently reaches this full-scale minimum capacity. This ensures that the project fully complies with the structural definition and scale of an AIGF as stipulated in the amended EuroHPC Regulation of 16 January 2026.

The provisions set out in this call for tenders will be also applicable throughout the execution of the framework contract.

8. WAYS TO SUBMIT A TENDER: HOW CAN ECONOMIC OPERATORS ORGANISE THEMSELVES TO SUBMIT A TENDER

Economic operators can submit a tender either as a sole economic operator (sole tenderer) or as a group of economic operators (joint tender)¹⁵. In either case subcontracting is permitted.

Without this being construed in any way as a legal requirement, considering the nature of the AIGF initiative and inherent complexity often involved in fulfilling the objectives of this tender, **it is the preferred option and can be anticipated that interested economic operators who are considering submitting a tender will establish a Special Purpose Vehicle prior to submission, with a view to enhancing operational effectiveness and deliverability of the project.**

¹⁴ http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

¹⁵ Each economic operator participating in the joint tender is referred to as “group member”.

Forming an SPV serves economic operators to easily:

- Consolidate expertise from different sectors or industries;
- Leverage combined resources to improve project outcomes;
- Mitigate risks and liabilities associated with project execution;
- Streamline decision-making and accountability processes

While the creation of an SPV is not compulsory, if interested economic operators opt for the setting up of an SPV for the purpose of implementing the AIGF, such SPV needs to be established before the deadline for submission of tenderers and submit the tender as such.

Tenders must be drawn and submitted in complete independence and autonomously from the other tenders. A declaration in this regard by each tenderer (in case of a joint tender, by the group leader) shall be requested.

A legal person shall not participate as an AIGF Coordinator at the same time in more than one tender within the same Lot. In such case, all tenders in which that legal person is participating, either as sole tenderer or as Coordinating member of a group of economic operators, will be rejected. However, for the avoidance of doubt, an AIGF Coordinator for one tender under Lot 1 may concurrently act as AIGF Coordinator for another tender under Lot 2.

Economic operators linked by a relationship of control or of association (e.g. belonging to the same economic/corporate group) are allowed to submit different and separate tenders provided that each tenderer is able to demonstrate that its tender was drawn independently and autonomously.

A legal person may act as subcontractor for several tenderers as long as the tenders are drawn and submitted in complete independence and autonomously from each other. However, cross subcontracting among tenderers is forbidden, more precisely an entity “A” may participate as tenderer (either as sole tenderer or as member of a group of economic operators) and as subcontractor to another tenderer “B” within the same procurement procedure. However, in this case it is forbidden that tenderer “B” (or any of its participating members in case of a group of economic operators) is at the same time subcontractor for tenderer “A” (or for the group of economic operators in which “A” participates) within the same procurement procedure. In this case, both tenders A and B shall be rejected.

In order to fulfil the selection criteria set out in Section 9.2 the tenderer can rely on the capacities of subcontractors (see Section 8.2) or other entities that are not subcontractors (see Section 8.3).

An “**involved entity**” is any economic operator involved in the tender. This includes the following four categories of economic operators:

- sole tenderer,
- group members (including group leader),
- identified subcontractors, and
- other entities (that are not subcontractors) on whose capacity the tenderer relies to fulfil the selection criteria.

The role of each entity involved in a tender must be clearly specified in the application: i) sole tenderer, ii) group leader (in case of a joint tender), iii) group member (in case of a joint tender), or iv) subcontractor¹⁶.

For an entity on whose capacities the tenderer relies to fulfil the selection criteria (that is not a subcontractor), this role is defined in the commitment letter (**Annex 1E**).

The AIGF Coordinator or the AIGF Hosting Entity must be clearly specified in the application.

8.1. Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them in the group. The group as a whole is considered a tenderer¹⁷.

All group members assume joint and several liability towards the contracting authority for the performance of the contract as a whole.

Group members must appoint from among themselves a group leader (the group leader) as a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. All group members (including the group leader) must sign an Agreement/Power of attorney drawn up in the model attached in **Annex 1B**. **For the purposes of this call, the AIGF Coordinator should serve as group leader and shall be appointed as such by the members of the Consortium.**

The joint tender must clearly indicate the role and tasks of each group member, including those of the group leader who will act as the contracting authority's contact point for the contract's administrative or financial aspects and operational management. The group leader will have full authority to bind the group and each of its members during contract execution.

If the joint tender is successful, the contracting authority shall sign the contracts (i.e. the Framework Contract and Specific Contracts) with the group leader, authorised by the other members to sign the contract also on their behalf via the Agreement/Power of attorney drawn up in the model attached in **Annex 1B**.

Changes in the composition of the group during the procurement procedure (after the deadline for submission of tenders and before contract signature) shall lead to rejection of the tender, with the exception of the following case[s]:

- 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 7) and is not in an exclusion situation (see Section 9.1),
 - 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 9.2),

¹⁶ Only identified subcontractors (see Section 2.4.2) must be specified in the eSubmission application.

¹⁷ References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

- 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.
- case where a group member is subject to restrictive measures or does not have access to procurement or is in an exclusion situation, or is the addressee of a decision prohibiting the award of the contract for having received foreign subsidies distorting the internal market provided the following cumulative conditions are fulfilled:
 - none of the remaining group members is subject to restrictive measures (see Section 7), or is the addressee of a decision prohibiting the award of the contract for having received foreign subsidies distorting the internal market
 - all the remaining group members have access to procurement
 - the remaining group members meet the selection criteria
 - 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 continuation of the participation of the remaining group members in the procurement procedure does not put the other tenderers in a competitive disadvantage,
 - the remaining group members undertake to implement the contract, in case of an award, without the excluded group member.

The replacement of the group member not having access to procurement or in a situation of exclusion is not allowed.

8.2. 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. The contractor retains full liability towards the contracting authority for performance of the contract as a whole.

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 (see Section 3).
- 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 subcontracting of core technical operations or data processing to entities established in non-EU third countries is strictly prohibited.

By filling in the form available in **Annex 1C** (List of identified subcontractors), tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of *all* subcontractors (hereafter referred to as *identified subcontractors*):

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in Annex 1D 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 tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline 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, is not the addressee of a decision prohibiting the award of the contract for having received foreign subsidies

distorting the internal market, has access to procurement if the rules on access to procurement apply also to subcontractors and is not in an exclusion situation

- the 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 substantially altered, 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 the 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.

8.3. Entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in Annex 1E, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources¹⁸.

The above rules apply also where the economic operators on whose capacities the tenderer relies to fulfil the selection criteria (that are not subcontractors) belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

8.4. Rules common to subcontractors and entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

If a successful tenderer intends to rely on another entity to meet the minimum levels of economic and financial capacity, the contracting authority may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may rely on the capacities of other entities only when these entities will perform the works or services for which these particular capacities are required. In such cases, they will either assume the role of subcontractors, or, where the exceptions listed in Section 8.2 are applicable, they will assume the role of entities on whose capacities the tenderer relies to fulfil the selection criteria without being subcontractors.

Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

¹⁸ This does not apply to subcontractors on whose capacity the tenderer relies to fulfil the selection criteria – for these the documentation required for subcontractors must be provided.

9. EVALUATION AND AWARD

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- Check if the tenderer has access to procurement;
- Verification of administrative compliance;
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Evaluation of tenders: compliance with the requirements of the procurement documents and on the basis of the award criteria;
- Verification if the tenderer including any subcontractor is not subject to EU restrictive measures (or any other rejection grounds from the award procedure).

The EuroHPC JU committee will evaluate the abovementioned elements in the order that it considers to be the most appropriate.

If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to full evaluation. The rejected tenderers will be informed of the ground for rejection without being given any feedback on the non-assessed content of their tenders. The ranked tenderers will have access to information on the relative advantages of the successful tenderer(s) and its (their) total financial offer amount, if they request so in writing after being informed of the result of the procedure. This will be without the prejudice to further checks and to the provision of supporting documents on exclusion and/or selection criteria if the contract cannot be signed with the presumed winner(s). Only the tenderers for whom the verification of all elements did not reveal grounds for rejection can be awarded the contracts resulting from this call for tenders.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the contracting authority during the procedure. If any of the declarations or information provided proves to be false, the contracting authority may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria the contracting authority may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

9.1. Exclusion Criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 138(1) of the Financial Regulation.

Tenderers found to be in an exclusion situation will be rejected.

As evidence of non-exclusion, each tenderer¹⁹ needs to submit with its tender a Declaration on Honour²⁰ in the model available in Annex 1A.²¹ The declaration must be signed by an authorised representative of the entity providing the declaration. Where the declaration has been

¹⁹ See Annex 1A which of the involved entities participating in a tender need to provide the Declaration on Honour.

²⁰ The European Single Procurement Document (ESPD) may not be used yet in European Commission's calls for tenders.

²¹ Unless the same declaration has already been submitted for the purposes of another award procedure of the European Commission, the situation has not changed, and the time elapsed since the issuing date of the declaration does not exceed one year.

signed by hand, the original does not need to be submitted to the contracting authority, but the latter reserves the right to request it from the tenderer at any time during the record-keeping period.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the [European Union's Early Detection and Exclusion System](#).

The documents mentioned in the Declaration on Honour as supporting evidence on non-exclusion must be provided with the tender²².

At any time during the procurement procedure, the contracting authority may request 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, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in Section A point (1) (c) to (f) of the Declaration on Honour.

☞ If the tenderer does not provide valid documentary evidence, in the context of the exclusion criteria signalled above, within the deadlines set by the EuroHPC JU, the latter reserves the right to reject the tender. In any event, in case a tenderer proposed for the award of the FWC fails to comply with the above evidence requirement, its tender will be rejected, unless the tenderer can justify the failure on the grounds of material impossibility to provide such evidence.

Please note that a request for evidence in no way implies that the tenderer has been successful.

9.2. Selection Criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for this call for tenders. The model Declaration on Honour available in Annex 1A shall be used.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s).

²² The obligation to provide the supporting evidence will be waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the contracting authority and are still valid at that date;
- if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document;
- if there is a material impossibility to provide such evidence.

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure, within a deadline given by the contracting authority²³.

The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the involved entities who contribute to the fulfilment of the criterion, and in case of individual assessment – by each entity to whom the criterion applies individually.

In case not all selection criteria evidence is requested with the tender, all tenderers are **invited to prepare in advance the documentary evidence**, since they may be requested to provide such evidence within a short deadline. In any event, the tenderer[s] proposed by the evaluation committee for the award of the contract[s] will be requested to provide such evidence.

👉 If the tenderer does not provide valid documentary evidence within the deadlines set by the EuroHPC JU, it has the right to reject the tender. In any event, in case a tenderer proposed for the award of the contract fails to comply with the above evidence requirement, its tender will be rejected, unless there is a ground for a waiver.
Please note that a request for evidence in no way implies that the tenderer has been successful.

9.2.1. Legal and regulatory capacity

Tenderers must be legal persons. Tenderers are not obliged to take a specific legal form in order to submit their tenders.

Where tenderers submit a tender through an entity, which lacks legal personality (e.g., a branch), the compliance with the exclusion criteria, selection criteria, the rules on access to procurement as well as the absence of restrictive measures shall be assessed at the level of the tenderers.

The applicant(s) must have a legal personality on the date of the deadline for submission of tenders and must be able to demonstrate their existence as a legal person. In case the tender is submitted by several entities working together (Consortium), this criterion (c) applies to all entities/ consortium members.

Tenderers must prove that they have the legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the work subject to this call for tenders.

The legal and regulatory capacity shall be proven by the evidence listed below:

- Proof of enrolment in a relevant company business register

The criterion applies to each member of the group in case of a joint tender. The documentary evidence must be submitted together with the tender.

²³ The obligation to provide the supporting evidence will be waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission and are still up-to-date;
- if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

9.2.2. Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1	
Minimum level of capacity	Average yearly turnover of the last three financial years above EUR 200 million .
Basis for assessment	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	Copy of the profit and loss accounts and balance sheets for the last three 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.

☞ All of the above-specified evidence of economic and financial capacity must be provided with the tender.

9.2.3. Technical and professional capacity

☞ With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. The entity on whose capacity the tenderer relies will either assume the role of a subcontractor or fall within the exceptions listed in Section 8.2.

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

Criterion T1	
The tenderer must prove experience in the field of development, deployment and validation of advanced AI infrastructure or associated data centres	
Minimum level of capacity	Demonstrate experience in building at least one AI infrastructure and/or data centre with a minimum IT load of 5MW in the last three years preceding the tender submission deadline.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all involved entities will be carried out.
Evidence	A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role, detailed description of the experience in the relevant projects and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken into consideration.

Criterion T2	
The tenderer must prove experience in hosting, operation and maintenance of advanced AI infrastructure or associated data centres	
Minimum level of capacity	Demonstrate experience in operating and maintaining at least one AI infrastructure and/or data centre with a minimum IT load of 5MW in the last three years preceding the tender submission deadline.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all involved entities will be carried out.
Evidence	A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role, detailed description of the experience in the relevant projects and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken into consideration

Criterion T3	
The tenderer must prove experience in the provision and commercialisation of advanced AI infrastructure services.	
Minimum level of capacity	Demonstrate experience in serving and commercialising a diverse, multi-user client base in at least one AI infrastructure and/or data centre, with overall revenues of at least EUR 5 million in the last three years preceding the tender submission deadline.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all involved entities will be carried out.
Evidence	A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role, detailed description of the experience in the relevant projects and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken into consideration.

👉 All of the above-specified evidence of technical and professional capacity must be provided with the tender.

👉 Involved entities and all subcontractors, including those which do not need to be identified in the tender must not be subject to professional conflicting interests which may negatively affect the contract performance. Where the contracting authority has established such conflicting interests, it may conclude that the tenderer or an involved entity does not possess the required professional capacity to perform the contract to an appropriate quality standard.

The presence of conflicting interests shall be examined during the evaluation phase based on the statements made through the Declarations on Honour and, where applicable, the commitment letters (*Annex 1A and Annex 1D, 1E as applicable*).

9.3. Evaluation of the tenders

9.3.1. Compliance with the requirements specified in the procurement documents

By submitting a tender, a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tenders. Particular attention is drawn to the minimum AIGF requirements section and to the fact that tenders must comply with applicable data protection, 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.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of a tenderer.

Tenderers must declare when submitting their tenders in eSubmission whether their tenders comply with the minimum requirements specified in the procurement documents.

👉 Tenders that are not compliant with the applicable minimum requirements shall be rejected.

9.3.2. Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender, ensuring the selection of world-class AI Gigafactories that deliver the best value for the Union.

The evaluation of proposals will be carried out in two parts:

1- *Part 1 – Evaluation of the technical quality, strategic impact and financial viability of an AIGF proposal.*

In this part 1, the technical excellence, strategic impact, and financial feasibility of each AIGF proposal will be assessed.

In terms of the phased deployment, the evaluation of the Technical quality and Potential impact criteria will fully encompass both Phase 1 and Phase 2 to ensure a robust, long-term strategic roadmap. For the Financial Feasibility evaluation, the main core of the assessment will focus on Phase 1, given the firm public commitments and immediate deployments involved. However, tenderers are still required to provide an indicative business plan and financial projections for Phase 2, which will also be assessed to ensure the overarching viability of the facility's expansion.

A critical component of this process will be a comprehensive financial assessment, carried out by independent financial entities. This assessment will rigorously evaluate the viability, bankability and long-term sustainability of the proposal's business model and financial plan. It will also focus on validating (i) the overall pricing and cost structure and value-for-money of the overall AIGF project, and (ii) the proposed unit price, volume and service conditions for the GPU/TPU-hours to be made available for public-interest compute under the joint procurement.

Tenders will be evaluated on the basis of the following award criteria and their weighting in Part 1:

- | | |
|---------------------------------|--------------|
| 1. Technical evaluation | [40%] |
| 2. Potential impact | [20%] |
| 3. Financial Feasibility | [40%] |

In Part 1, **Multi-site proposals, whether within a territory of a single Member State or multiple Member States (multi-site single state, multi-site multi-state), will be evaluated holistically as a single, integrated project against the same selection criteria outlined in this call.** There are no separate or additional evaluation expectations for multi-site proposals beyond justifying the multi-site approach with demonstrating the coherence and business viability of their distributed model.

Proposals are subject to a minimum quality threshold of 60 points (out of a maximum of 100) for the evaluation of Part 1. Any proposal failing to meet or exceed this threshold shall be eliminated and excluded from the procurement.

2- Part 2 – Evaluation of the Cost-Benefit (Best value for money)

Part 2 shall consist of a qualitative and quantitative assessment aimed at identifying the proposal offering the best value for money for the Union and the Participating States. The assessment shall be carried out on the basis of a predefined calculation formula combining: (i) the quality score obtained in Part 1; (ii) the scale and service quality of the proposed AI infrastructure (Parameter X2); and (iii) the effective unit cost of the public AI compute access time to be procured through the Union and Participating State contributions (Parameter X3).

Regarding the phased deployment in Part 2, the evaluation of scale and service quality (Parameter X2) will actively encompass both Phase 1 and Phase 2. Tenderers must meet the mandatory minimum expansion requirements for Phase 2 depending on their targeted Lot, and the scoring will directly take into account the ambition and scale of this expansion phase.

Conversely, for the effective unit cost (Parameter X3), the evaluation requires firm pricing information for the initial Phase 1 deployment, where all economic details can be accurately held to provide a critical and binding price. Tenderers are not required to calculate or submit speculative prices for the unknown, future hardware of Phase 2. Instead, the prices received for Layer 2 (L2) and Layer 3 (L3) services in Phase 1 (averaged across the initial technologies, if the project includes a mix of different AI accelerators) will be divided by their respective hardware performance benchmarks. This calculation establishes a technology-agnostic “baseline normalised price” for L2 and a baseline normalised price for L3. For Phase 2 and future Specific Contracts, when new and different AI accelerators are introduced, these Phase 1 baseline normalised prices will simply be updated using predefined indexes (accounting for standard inflation and the cost-performance trends of the potentially new advanced AI accelerators). This mechanism allows the contracting authority to calculate the updated, binding normalised prices for future phases, effortlessly accommodating hardware upgrades while avoiding the need to evaluate speculative future prices.

The final evaluation would consider therefore not the lowest price, but a combination of criteria outlined above that include the technical quality, financial viability, and impact of

an AIGF proposal as well as the availability of state-of-the-art AI accelerators as early as possible in the life-time of an AIGF so that the users, including the EU/Participating States, can get maximum value from this investment. This concerns both Phase 1 and Phase 2. Parts 1 and 2 shall be evaluated by the EuroHPC JU, with the support of independent experts.

The above set of award criteria is described below. A clear explanation how each criterion/subcriterion will be assessed is provided under subsection **13.2. Scoring Principles per criterion/subcriterion**.

9.3.2.1. Part 1: Evaluation criteria of the technical quality, strategic impact and financial viability of an AIGF

Applicants must describe in detail the targeted specifications and features of their AIGF and associated facilities and its expansion possibilities in the next years (Phase 2).

For the purpose of the evaluation under Part 1 (Technical Quality, Strategic Impact, and Financial Viability), all proposals will be assessed holistically as a single, integrated project. This principle applies equally to single-site and multi-site proposals.

In the case of multi-site proposals (whether within a single Member State or across multiple Member States), the different constituent sites will be considered as components of one unified AI Gigafactory project. The assessment will therefore focus on the overall coherence, technical integration, strategic impact, and financial viability of the entire distributed infrastructure operating as a single entity. Proponents of multi-site projects must clearly demonstrate the rationale for their distributed model and how all constituent sites, irrespective of their individual size, contribute to the project's overall objectives and function as a single, resilient, and hyper-connected facility.

(a) Evaluation criteria of the technical quality

This section describes how the evaluation will take place of the technical excellence and operational readiness of the proposed facility across both Phase 1 and the Phase 2 expansion, and is composed of eight sub-criteria:

i. Objectives and technical quality of the proposal (0-8 points)

- **Concept and objectives:** Degree to which the AIGF's objectives are clear, well-defined, ambitious, and directly aligned with the goals set out in the Call for both deployment phases.
- **Technical quality:** Strength of the proposal's overall technical quality and feasibility, including the soundness of the technical design and the expansion roadmap.

In evaluating the concept and technical quality of the proposal, a critical focus will be placed on the robust integration of European sovereignty and security principles. The conceptual design must demonstrate how the entire data lifecycle within the AIGF's core activities will be governed by European standards and remain subject to the jurisdiction of an EU Member State. Tenderers must ensure that data managed within the core operational environment strictly adheres to the legal boundaries of the European Union, fully complying with the GDPR, the AI Act, and other applicable Union data governance frameworks.

The AIGF proposal will be evaluated on the necessary physical, technical, and

organisational measures to safeguard the physical integrity of the AIGF sites and the protection of its data infrastructure, including robust backup processes and disaster recovery plans.

While the underlying AIGF facility must guarantee that no incidental data leakage or unauthorised access occurs at the infrastructure level, the concept must simultaneously support an inclusive commercial ecosystem.

ii. Quality of the workplan (0-8 points)

- **Methodology:** Credibility, soundness, and appropriateness of the proposed workplan, the credibility of the implementation approach, timeliness of milestones and deliverables in achieving the objectives of the AIGF proposal across both Phase 1 and Phase 2.
- **Timeline and resources:** Credibility of the proposed timeline and appropriateness of the resources in achieving the objectives of the AIGF proposal.

iii. Quality of the physical, IT and networking infrastructure (0-24 points)

- **Adequacy of proposed location and infrastructure site** including the following features: land availability, zoning & permitting, site engineering characteristics and environmental & natural hazard risk capable of supporting the full-scale Phase 2 expansion (0-8 points).
- **Adequacy of power infrastructure** including AIGF power capacity, grid interconnection, reliability & redundancy of the power infrastructure and power density and distribution (0-8 points).
- **Appropriateness of the IT infrastructure and networking infrastructure in particular (0-8 points):**
 - Overall quality, pertinence and state-of-the-art nature of the proposed AI computing infrastructure and degree of its adequacy to the set computing system specifications.
 - Appropriateness of the specialised hardware and interconnect design to efficiently support a diverse range of workloads as per the specific business plan, such as large-scale training, high-throughput inference, and/or data-intensive AI research.
 - Quality, completeness and pertinence of the software stack used to run the facility and deliver AI services (user interface, job scheduling, resource management, orchestration, MLOps, monitoring, user access and variety of AI services for different users and their needs, etc.), including its compliance with relevant EU legal frameworks.
 - Quality of the proposed networking infrastructure and degree of its adequacy to the set networking system specifications.

iv. Quality of service, including security/cybersecurity and trustworthiness (0-15 points)

- Degree of quality and pertinence of the AIGF user support services, including the

quality and efficiency of the plan for offering professional services.

- The extent to which core technical operations (e.g., system administration, MLOps, orchestration, registry, data handling, scaling and monitoring, and disaster recovery including restoration of critical services) are performed within the Union by duly qualified personnel under the strict accountability and operational oversight of the EU-Controlled Coordinator and/or Hosting Entity.
- Quality of the range and depth of measures provided by the AIGF proposal to address security/cybersecurity risks and to protect the AIGF from access to sensitive data and unauthorised extraterritorial interference. This includes the degree of maturity of the information security management system and compliance with relevant EU frameworks (including the GDPR, the AI Act, and the Data Governance Act).
- If applicable, proposal's capacity to support workloads with elevated security requirements (e.g., dual-use, national security, or sensitive data processing) through, for instance, specialised isolation, dedicated security protocols, and enhanced operational safeguards.
- The technical quality of the proposal must be underpinned by comprehensive security protocols.
- The facility will be evaluated to the extent to which it implements a rigorous and robust screening mechanism for all user access requests, including the procedure for ensuring that any proposed access agreements with entities from third countries that might raise concerns regarding the Union's strategic interests or autonomy will be subjected to the prior approval of the AIGF Public Governance Body.
- Additionally, where the facility is utilised for sensitive or dual-use workloads, the consortium will be assessed by the extent of the integration of enhanced security measures, ensuring strict alignment with the NIS2 Directive as well as the deployment of uncompromising physical security safeguards

v. Supply chain security (0-8 points)

- Overall robustness of the proposal's supply-chain strategy to procure, deliver, commission, operate, and expand the AIGF on time and without disruption – covering sensitive components (e.g., GPUs/TPUs), vendor lock-in, non-exclusivity of supply, bundling, export control compliance, logistics resilience, vendor commitments, and price volatility risk management for both Phase 1 deployment and Phase 2 expansion.
- Extent to which the proposal implements robust measures to secure critical technology supply chains (e.g., advanced AI accelerators). This includes securing Letters of Intent with key global technology providers, ensuring that any acquisition of critical non-EU technologies complies fully with pre-agreed security protocols, and demonstrating that any necessary subcontracting with third-country entities will strictly not compromise the operational integrity or exclusive EU jurisdiction over the AIGF.

vi. Sustainability and energy efficiency (0-10 points)

- Depth of the commitment to sustainability and energy efficiency in the proposed AIGF’s setup and operations, including the use of clean, renewable or low carbon energy and the minimisation of water use and emissions.
- vii. Consortium governance, experience and knowhow in setting up and operating similar large-scale facilities (0-12 points)**
- Extent to which the composition of the AIGF Consortium/ collectively provided experience adds value to the setting up and operation of targeted AIGF.
 - Degree of experience and know-how of the AIGF Consortium in installing and operating comparable settings, and business operations at similar scale.
 - Efficient governance structure within the AIGF Consortium.
- viii. Technical performance analysis (based on AI training/ inference Benchmarks) AIGF proposals will be measured against the following AI Training and Inference Benchmarks (0-15 points)**

Training Benchmarks

- Training Latency to Convergence: Wall clock time to reach quality target (e.g., 5.6 log perplexity on LAION for Llama 3.1 405B), using latest MLPerf Training v5.1 standards. Focus on large models like Flux.1 or Llama 2 70B finetuning. <https://mlcommons.org/2025/11/training-v5-1-results/>
- Training Throughput (Samples per Second): Number of training samples processed per second, scaled across distributed systems. Extend to include strong/weak scaling efficiency (performance gain with added AI accelerators).
- GPU/TPU Utilization During Training: Average percentage of GPU/TPU capacity used (target: >85%); low utilization indicates bottlenecks in data loading or networking. Tokens per Second (Inference Throughput).

Inference Benchmarks

- Steady-state output tokens per second: using MLPerf Inference v5.1 standards for offline/server scenarios. Focus on large models like Llama 3.1 405B, DeepSeek R1, or SDXL 1.0.
- Inference Latency Metrics: Includes Time to First Token (TTFT, e.g., < 2s for conversational LLMs) and Time Per Output Token (TPOT, e.g., <200ms). Measured under 99% percentile latency in multi-stream scenarios for real-world reliability.
- Queries per Second (QPS) under Load: Maximum throughput in server scenarios (e.g., 270k queries over 60s), with latency constraints. Critical for scalable inference in production.
- Multimodal Throughput: For generative AI: Images per second or samples per second, with quality targets like FID <23.95 and CLIP >31.68.

All benchmarks must be provided for the AIGF infrastructure available by the end of

Phase 1 (Milestone T0 - Operational Readiness) and for the planned expansion in Phase 2, as defined in section 3.c.

Points will be allocated to the “Technical evaluation” criterion out of a total of 100. A minimum threshold of points for each sub-criterion is provided below and 60 points for the total will be required. Tenders below these minimum thresholds will be rejected.

Criterion		Maximum number of points	Minimum threshold
Technical evaluation		100	60
Objectives and technical quality of the proposal		8	5
Quality of the workplan		8	5
Quality of the physical, IT and networking infrastructure	Adequacy of proposed location and infrastructure site	8	5
	Adequacy of power infrastructure	8	5
	Adequacy of the IT infrastructure and networking infrastructure	8	5
Quality of service (including those for MS/ EU users, including security/cybersecurity and trustworthiness)		15	9
Supply chain security		8	4
Sustainability and energy efficiency		10	5
Consortium experience, know-how, and governance		12	7
Technical performance analysis (based on AI training/ inference Benchmarks)		15	10

The Technical Evaluation criteria shall carry an overall weighting of 40% of the total score for the AIGF proposal.

(b) Potential Impact

The assessment of the potential impact will measure how effectively the AIGF proposal intends to advance strategic objectives and deliver tangible benefits for the European AI ecosystem, the economy, and society, and added value for participating member states across both phases of deployment. It will also include, inter alia, the capacity of the AIGF to accelerate innovation and adoption (by industry, SMEs, and the public sector), strengthen EU competitiveness and sovereignty in critical technologies, generate high-value jobs and skills, and catalyse private investment.

This section is composed of two main criteria:

i. Impact on the European AI ecosystem, including its competitiveness and talent pool (0-40 points)

- Extent to which the AIGF contributes to the expected outcomes and impacts specified in this Call text, and in particular to the Union's competitiveness and sovereignty, including its potential impact on key European industry sectors, start-ups, SMEs, public administrations, and science.
- Credibility, effectiveness, suitability, and quality of measures to maximize outcomes and impacts, including dissemination and exploitation plans.
- Contribution to long-term policy objectives, relevant policies, and strategies, and in particular the impact on the European AI ecosystem, society, economy, and science, and alignment with and enhancement of European/national AI strategies.
- Relevance of the AIGF in addressing the AI ecosystem, including societal and industrial needs, addressing the reinforcement of AI skills and the attraction and creation of a significant AI talent pool.
- Degree to which any potential plans to interconnect with EuroHPC AI Factories provide added value and enhance and expand the federated European AI ecosystem.

Proposals for multi-country AI Gigafactories are encouraged to detail the enhanced EU added value that their cross-border structure provides. The evaluation will specifically assess how a distributed, multi-country model can positively impact a broader and more diverse range of European AI ecosystems. Applicants should clearly articulate the synergies created by their cross-border approach. This includes demonstrating how the project will foster deeper collaboration between the national and regional innovation hubs of the participating Member States, facilitate easier access for a wider geographical base of researchers and SMEs, and contribute to a more balanced and integrated pan-European AI landscape. A proposal that convincingly demonstrates that its multi-country nature will serve and strengthen a larger number of distinct national or regional ecosystems will be considered as having a greater potential impact, be assessed more favourably under this impact-related evaluation sub-criterion including through the award of a higher score where the scoring methodology so provides.

ii. EU Added Value, including contribution to strategic autonomy and technological sovereignty (0-60 points)

- Extent to which the AIGF proposal reinforces the digital technology supply chain in the Union, including the software/cloud stack and hardware.
- Extent to which the AIGF proposal is using and integrating EU technologies, including uptake of existing or upcoming R&D results stemming from EU-funded R&D programs or funded from R&D programs of the EuroHPC Participating States.
- Extent to which the AIGF proposal and proposed measures overall supports EU sovereignty in AI compute and data. This includes ensuring full EU Data Residency for core operations, including metadata and telemetry data, compliance with relevant EU frameworks (GDPR, the AI Act, and the Data Governance Act, etc.), and establishing a secure environment immune to unauthorised

extraterritorial interference and access.

- Extent to which the AIGF proposal plans to develop and deploy a European-based and controlled software stack (cloud and AI) integrating as much as possible open-source solutions within year 4 after the Operational Readiness (T0). This elective development could encompass the orchestration layers (IaaS/PaaS) and a comprehensive MLOps lifecycle. Proposals will be evaluated on their credible pathway to deploy such software stack from Phase 1, and in any case within year 4 after T0.
- Furthermore, the AIGF proposal will be evaluated on its framework for ensuring sovereign technical operations. The orchestration, system administration, and high-level management of the AIGF infrastructure must unequivocally remain within the Union's operational oversight. All core infrastructure operations, including system maintenance and privileged access management, must be executed through a highly secure framework that guarantees technical accountability within the EU and its Member States.

Points will be allocated to the “Potential impact” criterion out of a total of 100. A minimum threshold for each sub-criterion is provided below and 60 points for the total will be applied. Tenders below these thresholds will be rejected.

Criterion	Maximum number of points	Minimum threshold
Potential impact	100	60
Impact on the EU AI ecosystem, including its competitiveness and talent pool	40	25
EU Added Value, including contribution to strategic autonomy and technological sovereignty	60	35

The Potential Impact criteria shall carry an overall weighting of 20% of the total score for the AIGF proposal.

(c) Financial feasibility

The financial and economic viability of the proposal is a fundamental prerequisite for selection. As a private-driven Public-Private Partnership, a successful AIGF must demonstrate a clear path to long-term commercial self-sufficiency. While the core evaluation of this section will rigorously scrutinise the firm commitments and financial plausibility of the Phase 1 initial deployment, proposals will also have to submit their indicative business plan and financial projections for Phase 2²⁴. Proposals will be assessed on the credibility and robustness of their

²⁴ For the purposes of drafting the indicative business plan and financial projections for Phase 2, proposals should operate under the assumption of an EU financial contribution of EUR 400 million for Lot 1 and EUR 800 million for Lot 2. Furthermore, the projections must assume that Participating States will provide a financial contribution that at least matches these respective EU amounts.

complete financial plan, which must go beyond the initial construction phase to ensure coverage of all long-term operational costs, technological upgrades, and potential expansion.

In-kind contributions

Consortia are required to formally **declare, in the tender proposal, any potential in-kind contributions provided by public entities to the project**. This includes, but is not limited to, the provision of land, infrastructure, specialised equipment, or personnel. Tenderers and relevant public entities are responsible for ensuring that such contributions are made in full compliance with current EU State aid rules.

The ultimate objective is to select projects that demonstrate a comprehensive concept towards becoming financially sustainable infrastructures, capable of operating, evolving, and remaining competitive in the long term without reliance on ongoing public operational subsidies.

This section is composed of three main criteria:

i. Investment Commitment of the AI Gigafactory Consortium (0-25 points)

- Credibility and robustness of the plan to finance the private and repayable portion of the project, detailing the sources and structure of equity and debt, and readiness and coherence of the consortium's strategy to secure the complete financing package, as well as a clear timeline for financial close.
- Strength and reliability of existing, secured commitments from industrial partners and financial investors, and credibility of the financial plan to secure any remaining funding gap, including anticipated support from the InvestAI Facility and the EIBG.

ii. Quality and Financial Viability of the Proposed Business Model (0-75 points)

This criterion is broken down into three sub-criteria:

- Business Model and Market Strategy (0-25 points)

- Soundness of the commercial strategy proposed and clarity of market understanding, including a clear value proposition, identification of concrete market needs, and a credible path to sustainable revenue, demonstrating a comprehensive understanding of the AI compute market across both phases.
- Clarity, strength, and viability of the revenue generation strategy, including the suite of services offered, target customer segments, competitive differentiation, and adaptability to technological advancements and changing market dynamics.
- Extent to which the proposal will manage to progressively serve a broad and inclusive spectrum of stakeholders across the European AI ecosystem and user industry.

- Financial Plan, TCO, and Budget Plausibility (0-40 points)

- Credibility, consistency, and completeness of the project's financial projections, including a detailed breakdown of costs (CAPEX and OPEX), methodology used for estimations, and comparison to industry benchmarks for the firm Phase 1 deployment, alongside the plausibility of the indicative projections for Phase 2.

- Quality and reliability of the multi-source funding strategy, including the clear allocation and timing of contributions from the EuroHPC JU, Participating States, European Investment Bank, and private capital or other financial instruments. The plan must detail how these resources are phased between Phase 1 and Phase 2, demonstrating financial continuity and the long-term sustainability of the AIGF throughout its entire lifecycle.
 - Accuracy and comprehensiveness of the 5-year Total Cost of Ownership (TCO) calculation, covering the full lifecycle of the AIGF from construction to operations and eventual hardware refresh or decommissioning.
 - Transparency and competitiveness of the derived single Unit Cost per Layer 2 (including Layer 1) and Layer 3 services per hour per AI chip proposed for the entire duration of the Framework Contract. This includes the clarity of the methodology used to derive the unit prices from the TCO and its comparison against industry benchmarks.
 - Consistency of the financial plan with the proposal's technical and operational aspects, specifically ensuring that the financial implications of the sustainability strategy (e.g., energy efficiency savings vs. green/low carbon energy premiums) and the technical roadmap (e.g., hardware upgrades) are accurately reflected in the budget.
- **Risk Management and Scalability (0-10 points)**
- Credibility and comprehensiveness of the risk management plan, including identification of potential financial, technical, and operational obstacles, financial contingency and strategies for mitigation.
 - Soundness of the long-term growth strategy, including a cost-effective and sustainable plan for future capacity expansion in Phase 2, technological upgrades, and adaptability to ensure the AI Gigafactory remains competitive.

Points will be allocated to the “Financial feasibility” criterion out of a total of 100. A minimum threshold of points for each sub-criterion is provided below and 60 points for the total will be applied. Tenders below these thresholds will be rejected.

Criterion		Maximum number of points	Minimum threshold
Financial Feasibility		100	60
Investment commitment of the AI Gigafactory Consortium		25	15
Quality and financial viability of the proposed business model	Business Model and Market Strategy	25	15
	Financial Plan, TCO & Budget Plausibility	40	25
	Risk Management and Scalability	10	5

PART 1 Final score, sub criteria weighting and minimum thresholds

The evaluation score for PART 1 for each proposal shall be calculated on a 0–100 normalised points basis, applying the following weightings: 40% Technical Evaluation, 20% Potential Impact and 40% Financial Feasibility; the evaluation of Part 1 is subject to a minimum overall threshold of 60 points (out of 100) and minimum threshold(s) per sub-criterion (as set above). Any proposal scoring below these thresholds will be eliminated from the procurement.

9.3.2.2. PART 2 – Evaluation of the Cost-Benefit (Best value for money)

Part 2 shall consist of a quantitative assessment aimed at identifying the proposal offering the best value for money for the Union and the participating Member States. The assessment shall be carried out on the basis of a predefined calculation formula combining: (i) the quality score obtained in Part 1; (ii) the scale and service quality of the proposed AI infrastructure; and (iii) the effective unit cost of the public AI compute access time to be procured through the Union and Member State contributions.

The final score for each proposal will be calculated based on the following three key parameters:

- **X1 (Quality Score):** The total score from the Part 1 evaluation (Technical, Impact, Financial), normalised to a scale of 100 points.
- **X2 (Scale & Service Provisioning):** A score (0-100 points) reflecting the ambition of the AIGF's IT infrastructure, combining the number of AI accelerators proposed (up to 50 points) and the quality and depth of the service layers offered to public users (up to 50 points).
- **X3 (Cost-Effectiveness):** A score (0-100 points) reflecting the Layer 2 (including Layer 1) and Layer 3 AI services cost per hour per AI chip offered for public access, normalised by the performance of the proposed advanced AI chips to ensure a fair comparison.

(a) X2- Evaluation of the scale and layer of service of the AIGF proposal

i. Scale of the AIGF (50 points)

The scale parameter will assess the overall amount of AI compute resources, i.e., the normalised number of AI accelerators (e.g., GPUs, TPUs), offered by the AIGF. For each lot, this parameter is evaluated considering two timeframes, Phase 1 and Phase 2 (see Figure 1 above).

Lot 1 (Medium-Scale)

• Lot 1 - Phase 1

Proposals will receive up to 25 points for the number of state-of-the-art GPU/accelerators (normalised units) deployed and operational by the end of Phase 1, according to the following table:

Lot 1 - Phase 1	
Scale: Number of AI accelerators/GPUs	Number of points

(normalised units – The reference AI chip is NVIDIA's H100)	
25,000 – 50,000	5-25 (linear scale)
Formula: $P = 0.0008 \cdot A - 15, \text{ for } A \in [25,000, 50,000]$ where P is the number of points and A is the number of normalised AI accelerators	

The maximum number of points for Lot 1 - Phase 1 due to the AIGF scale is therefore 25.

- **Lot 1 - Phase 2**

Additionally, proposals may receive up to 25 more points for the increased state-of-the-art GPU/accelerators (normalised units) capacity deployed and operational in Phase 2 (see Figure 1), according to the following table:

Lot 1 - Phase 2	
Scale: Total number of AI accelerators/GPUs (normalised units – The reference AI chip is NVIDIA's H100)	Number of points
75,000 – 100,000	5-25 (linear scale)
Formula: $P = 0.0008 \cdot A - 55, \text{ for } A \in [75,000, 100,000]$ where P is the number of points and A is the accumulated number of normalised AI accelerators	

The maximum number of points for Lot 1 - Phase 2 due to the AIGF scale is 25.

Lot 2 (Large-Scale)

- **Lot 2 - Phase 1**

Proposals will receive up to 25 points for the number of state-of-the-art GPU/accelerators (normalised units) deployed and operational by the end of Phase 1, according to the following table:

Lot 2 - Phase 1	
Scale: Number of AI accelerators/GPUs (normalised units – The reference AI chip is NVIDIA's H100)	Number of points
40,000 – 70,000	5-25 (linear scale)
Formula: $P = \frac{1}{1,500} \times A - \frac{65}{3}, \text{ for } A \in [40,000, 70,000]$	

where P is the number of points and A is the number of normalised AI accelerators

The maximum number of points for Lot 2 - Phase 1 due to the AIGF scale is therefore 25.

- **Lot 2 - Phase 2**

Additionally, proposals may receive up to 25 more points for the increased state-of-the-art GPU/accelerators (normalised units) capacity deployed and operational in Phase 2 (see Figure 1), according to the following table:

Lot 2 - Phase 2	
Scale: Total number of AI accelerators/GPUs (normalised units – The reference AI chip is NVIDIA's H100)	Number of points
100,000 – 200,000	5-25 (linear scale)
Formula: $P = 0.0002 \times A - 15, \text{ for } A \in [100,000, 200,000]$ where P is the number of points and A is the accumulated number of normalised AI accelerators	

The maximum number of points for Lot 2 - Phase 2 due to the AIGF scale is 25.

Both for Lot 1 and Lot 2, the maximum number of total points for Phase 1 and Phase 2 is 50.

- **Minimum Capacity Requirements and Scoring Caps:**

It is imperative to note that the baseline capacities defined for each Lot constitute strict minimum requirements. Specifically, Lot 1 proposals must demonstrate clear plans to reach a minimum of 25,000 state-of-the-art normalised AI accelerators in Phase 1 and a minimum accumulated total of 75,000 in Phase 2. Lot 2 proposals must demonstrate clear plans to reach a minimum of 40,000 state-of-the-art normalised AI accelerators in Phase 1 and a minimum accumulated total of 100,000 in Phase 2.

If a proposal does not demonstrate credible and binding plans to achieve these absolute minimum numbers in both phases, the project will be rejected and excluded from the evaluation process.

Furthermore, while there are no upper limits to the total number of AI accelerators a consortium may propose and deploy in any of the phases, the evaluation scoring is strictly capped. Any normalised AI accelerators going beyond the maximum bounds of the scoring tables (i.e., going beyond 100,000 units for Lot 1, and beyond 200,000 units for Lot 2) will not receive any additional points in this assessment.

- **Number of GPUs/accelerators normalisation:**

Proposals may come with different state-of-the-art AI advanced accelerator technologies for the potential different phases of deployment of the AIGF (e.g. Phase 1 and Phase 2), and even a mix of technologies within a single phase. These different accelerators have vastly different performance characteristics. Therefore, a normalisation methodology will be used to reflect a comparative number of AI accelerators being offered by proposals.

The number of state-of-the-art GPUs/AI accelerators shall be determined according to the normalisation method described as follows: Total “H100-Equivalent Units” (Total AI accelerators x Performance scores).

The following table provides an indicative, non-exhaustive list of performance benchmark scores based on technical specifications to become the basis to be considered in the evaluation process. The methodology for the calculation of the benchmark can be found in Annex 6.

To ensure a fair, objective, and non-discriminatory comparison of diverse computing architectures, this call text incorporates this standardised methodology to normalise the pricing of different AI processors according to their performance. This methodology is published within this call text to guarantee absolute transparency, predictability, and equal treatment for all prospective tenderers.

While acknowledging that any standardised performance metric involves technical compromises, the published methodology constitutes the definitive and binding framework for the financial and technical evaluation of compute capacity.

By submitting a tender, applicants explicitly acknowledge to be bound by this methodology in its entirety, which shall not be subject to negotiation, contestation, or legal claims regarding their technical design, formulation, or resulting evaluation outcomes.

Figure 2: Performance benchmark scores

Accelerator Model	Index score
NVIDIA H100 SXM5	1.00
NVIDIA RTX 6000 Blackwell Server Edition (single)	0.68
NVIDIA B200 GPU (single)	3.20
NVIDIA B300 GPU (single)	3.02
NVIDIA Rubin GPU (single)	7.27
NVIDIA GB200 NVL72	3.44
NVIDIA GB300 NVL72	4.55
NVIDIA Vera Rubin NVL72	7.26
AMD Instinct MI355X	2.32
AMD Instinct MI455X (2500W TDP)	6.80
Google TPU v7 (Ironwood)	3.34

AIGF proposals may include AI accelerators not listed in Figure 2. In such cases, proposers must provide a justified Index Score for each technology they use, in line with the methodology described in Annex 6. Specifically, the tender must include the detailed calculation of the Index Score following this methodology, as well as the official input data provided by the vendors of the proposed chips used for the calculation. These figures and calculations will be strictly checked and validated against the established methodology during the evaluation process.

ii. Level and quality of service of the proposal (0-50 points)

The level-of-service parameter will assess the stack services, as well as its quality, offered to EU/Member States public users as of the start of operations of the AIGF, as described in section 3.e, according to the following table:

Level and quality of service	Maximum number of points
Layer 1 + Layer 2: Infrastructure and orchestration and MLOps managed services	0-25
Layer 3: Added-value services	0-25

Layer 2 (including Layer 1) and Layer 3 of service will be requested for an AIGF that would be selected from the call for tender to serve the EU and the Contracting Authorities of Participating States.

The maximum number of total points for the level of service of the proposal is 50.

The evaluation will assess the breadth, depth, and maturity of the services offered to the Union. Points are awarded based on the proponent's ability to provide a seamless, integrated environment that maximises the utility of the AIGF for diverse user groups.

The 50 points are divided into two main categories:

1. Foundation and Development Layers (L1 and L2): Performance and Accessibility (25 Points)

Evaluators will assess the quality and variety of services provided at Layer 1 (Infrastructure and Orchestration) and Layer 2 (Managed MLOps and Development Platforms).

- *Infrastructure Quality (L1):* Points will be awarded based on the robustness of orchestration, the efficiency of the managed cluster environments, and the flexibility of access for expert users, including:
 1. Infrastructure provisioning and access management
 2. Virtualisation platform
 3. Orchestration solution
 4. Containerisation support

5. Storage allocation
- *Developer Experience (L2)*: Evaluators will look for pre-configured, high-performance environments and MLOps tools that significantly reduce the "time-to-market" for AI training and fine-tuning, including:
 1. Programming environments
 2. Libraries and frameworks
 3. Integrated development tools
 4. Managed MLOps services

2. Integrated High-Value AI Services (L3): Innovation and Compliance (25 Points)

Layer 3 (High-Value Integrated AI Services) are important to ensure the AIGF serves as a catalyst for Public Administrations and SMEs. Evaluators will score the projects according to the following:

- *Model-as-a-Service (MaaS)*: Assessment of ready-to-use AI services and models, including:
 1. Quality, variety, and optimisation of pre-hosted foundation models
 2. Domain-specific APIs
 3. Inference services/endpoints
 4. RAG pipelines
 5. Agentic AI support
- *Trust and Regulatory Services*, including:
 1. Advanced AI guardrails
 2. Safety compliance tools
 3. Auditing mechanisms that align with the EU AI Act

Evaluators will apply a qualitative assessment across both categories based on the following criteria:

- **Completeness**: How well the service stack covers the entire AI lifecycle, from raw compute to ready-to-use models and cognitive APIs.
- **Ease of Use**: The extent to which the services abstract technical complexity for non-expert users (particularly for L3).
- **Strategic Alignment**: The degree to which the offered services directly support EU/PSs sovereignty and the specific needs of the public sector.

Proposers must demonstrate that the services offered to EU/MS users correspond to at least Layer 3 (L3) by the start of operations. Failure to demonstrate a clear path to L3 integration will lead to a significant reduction in the score for this parameter.

Score weighting

The scale and level of service parameters will be combined for a total maximum of 100 points.

Parameter	Maximum number of points
Scale and level of service of the proposal	100

Scale of the AIGF	50
Level and quality of service	50

(b) X3: Evaluation of the normalised services price per hour per AI chip

This parameter assesses the cost-effectiveness and value for money of the public AI compute access time to be procured. It is not an evaluation of the absolute lowest price, but rather the best price for a given level of performance. The goal is to compare diverse technological offerings (based on the different AI chips installed in the AIGF IT infrastructure) on a fair and equivalent basis. To accurately reflect the intended usage, the JU will procure a fixed basket of Layer 2 (including Layer 1) and Layer 3 services (see section 4). Consequently, the evaluated price will be calculated as a weighted average of the individual prices offered for the L2 and L3 layers, strictly applying the predefined fixed ratios for each service level within this basket depending on the targeted Lot (50% L2 / 50% L3 for Lot 1; 60% L2 / 40% L3 for Lot 2).

The evaluation will be based on a **Normalised Price per performance point**, calculated for each distinct applicable technology and service offering layer within the proposal that the Union and the Participating States will be procuring, and then aggregated into a single score for the entire proposal. This process involves several steps.

For multi-site proposals, it is important to note that the calculation of the Final Normalised Price for Scoring (Parameter X3) shall apply exclusively to the constituent sites of the infrastructure and technology for which public procurement (from the Union and the Participating States) will be provided, and only for those sites that meet or exceed the minimum size threshold defined for an AIGF in this Call and for eligible smaller sites within a multi-country proposal – see box in section 3.a providing the expected scale of an AIGF. Any sites from which no public AI compute access time is to be procured will be excluded from this specific cost-benefit calculation. This ensures that the value-for-money assessment is performed only on the perimeter of the infrastructure directly relevant to this public procurement.

- ***Rationale for Normalisation:***

Proposals may come with different AI advanced accelerator technologies, and even a mix of technologies within a single proposal. These different accelerators have vastly different performance characteristics and prices. A simple cost-per-hour comparison would be misleading. Therefore, we will use a normalisation methodology to reflect the true performance value offered by each technology.

- ***The Normalised Price Metric:***

For each distinct accelerator technology and associated layer service of the project offered for procurement, a Normalised Price will be calculated using the following metric:

$$\text{Normalised Price} = \frac{\text{Price for layer L2, L3 services per hour per AI chip (€)}}{\text{Performance Benchmark Score}}$$

Numerator (Price for layer X services per hour per AI chip; Competitive Price Offer for AI compute access time): Bidders must provide a Competitive Price Offer for layers 2 and 3 of services for the AI compute access time dedicated to the Union and Participating States.

Bidders are required to submit their pricing according to the following requirements:

- **Pricing per Technology:** Bidders must provide a distinct Price for each AI service layer per hour per AI chip for each different acceleration technology included in the proposal and that will be offered for this procurement (e.g., separate prices for H100, B200, or specific TPU generations that are part of a project).
- **Alignment with Layer of Service:** For each technology, the offered prices must explicitly be different for each of the layers of service provided to public administrations, mapped across the service layers defined in the evaluation of Parameter X2.

Denominator (Performance Benchmark Score): To normalise for performance, a standard industry benchmark relevant to large-scale AI training will be used. Each accelerator technology will be assigned an Index Score, with the **NVIDIA H100 serving as the baseline** (Index Score = 1.00).

- ***Indicative Performance Benchmark Scores:***

The table in Figure 2 provides non-exhaustive list of benchmark scores based on vendor specifications.

In case AIGF proposers use processors in an AIGF that are not listed in Figure 2, the proposers need also to provide their justified Index Score benchmark for each technology they use, in line with the methodology described in Annex 6, which will be considered by the independent experts during the AIGF evaluation process.

- ***Future Updates for Phase 2 (Specific Contracts):***

To guarantee a seamless transition to Phase 2, the prices offered in subsequent Phase 2 Specific Contracts will be normalised against hardware performance, ensuring that the cost per standard performance unit remains equal to or lower than the baseline established at the proposal stage. For future contracts, this normalised price will be updated using a composite indexation mechanism based on two specific predefined indexes, removing the need to reopen the procurement competition. To determine the final price adjustment, these two indices will be compounded multiplicatively.

Specifically, in line with the relevant provisions of the Framework contract, the updated price will be calculated using the following formula:

$$P_{updated} = 0.8 \times P_{baseline} \times \left(\frac{I_{inf,1}}{I_{inf,0}} \right) \times \left(\frac{I_{compute,1}}{I_{compute,0}} \right) + 0.2 \times P_{baseline}$$

Where:

$P_{updated}$ is the newly indexed price for the contract.

$P_{baseline}$ is the original normalised price established at the proposal stage.

$I_{inf,1} / I_{inf,0}$ is the ratio of the current Inflation Index to the baseline Inflation Index.

$I_{compute,1} / I_{compute,0}$ is the ratio of the current Advanced AI Compute Price Index to the baseline

Advanced AI Compute Price Index.

The indexes to be used are:

1. *Inflation Index*: This will be determined using a weighted combination of two Eurostat Producer Price Indexes (PPI). To ensure maximum relevance to the operational realities of an AIGF, this index will specifically use an equally weighted combination of the PPI categories most relevant to IT products with high energy demands (50% of the Eurostat PPI for “computer, electronic and optical products” combined with 50% of the PPI for “electricity, gas, steam and air conditioning supply”).
2. *Advanced AI Compute Proxy Index*: This index serves as a hardware market value proxy by tracking the public on-demand hourly instance rental rates of leading tier-1 cloud service providers. It will be calculated as an equally weighted basket (33.3% each) tracking the performance-normalised costs of configurations powered by three state-of-the-art AI accelerators. The baseline basket will consist of the public on-demand hourly rates²⁵ for instances deploying:
 - i. The **NVIDIA Blackwell GB200**.
 - ii. The **AMD Instinct MI355X**.
 - iii. The **Google Cloud TPU v7**.

In case an AI accelerator becomes obsolete or is discontinued, the EuroHPC JU may replace it in the weighted basket with the vendor’s subsequent AI accelerator of equal or higher performance capabilities.

• *Calculation of the Weighted Average Normalised Price:*

Since a proposal may include multiple technologies deployed initially and in future stages, a single, final score for the cost criterion (X3) is calculated as a weighted average that accounts for the performance and volume of different technologies. The evaluation is conducted strictly on the initial technologies and quantities proposed in the tender.

The calculation will be performed as follows:

Step 1: Calculate the Total Normalised Number of AI chips for each layer of service. To find the true performance capacity of the proposed infrastructure, we multiply the number of chips of each type (within the relevant perimeter of the procurement) by their respective performance benchmark score, and sum the results.

$$\begin{aligned} & \text{Total Normalized Number of AI chips for each layer of service (L2, L3)} \\ &= \sum_i \{ \text{Number of AI Chips of Type } i \text{ for layer (L2, L3)} \\ & \times \text{Performance Benchmark Score of Technology Type } i \} \end{aligned}$$

²⁵ The hourly rate values of each technology for this index shall be calculated as an equally weighted average of publicly verifiable prices obtained from the following sources: (1) major hyperscalers (Amazon Web Services, Azure, Google Cloud Platform); (2) specialized AI cloud providers (CoreWeave, Lambda, RunPod, Spheron, Nscale); and (3) independent research benchmarks (SemiAnalysis). This average shall be computed exclusively from the subset of these specific entities where current pricing information is publicly available at the time of calculation.

Step 2: Calculate the Normalised Price for each layer of service. If a proposal includes a mix of different AI chips, the Normalised Price for each layer is calculated as the total hourly cost for a specific service layer (L2 or L3) across all chips (within the relevant perimeter of the procurement) divided by the Total Normalised Number of AI chips calculated in Step 1. The formula can be conceptualized as:

$$\text{Normalized Price for each layer of service (L2, L3)} = \frac{\sum_i (\text{Number of AI Chips of Type } i \times \text{Price of Service of Technology Type } i)}{\text{Total Normalised Number of AI chips}}$$

This final, single value represents the **Final Normalised Price for each layer of service for Scoring for the entire proposal**.

Step 3: Calculate the Aggregated Normalised Price across all service layers. To accurately reflect the intended usage and the fixed basket of services to be procured by the JU, the individual Normalised Prices calculated for each layer in Step 2 must be combined into a single, comprehensive metric. **This is calculated as a weighted average that strictly applies the predefined procurement ratios for the targeted Lot**, according to the following formulas:

- Lot 1 - Medium-Scale AI Gigafactories:

$$\begin{aligned} \text{Aggregated Normalized Price} \\ &= 50\% \times \text{Normalized Price for L2} \\ &+ 50\% \times \text{Normalized Price for L3} \end{aligned}$$

- Lot 2 - Large-Scale AI Gigafactories:

$$\begin{aligned} \text{Aggregated Normalized Price} \\ &= 60\% \times \text{Normalized Price for L2} \\ &+ 40\% \times \text{Normalized Price for L3} \end{aligned}$$

This resulting aggregated value represents the definitive Normalised Price for the entire proposal. This single value is the parameter that will be compared against other bidders to determine the Economic Score.

Scoring Tender:

This Aggregated Normalised Price value is then used to assign a score from 0 to 100 for the X3 criterion. In accordance with standard procurement rules, the proposal with the lowest Aggregated Normalised Price (best value for money) will receive the maximum 100 points. All other proposals will receive a score calculated proportionally using the following formula:

$$\text{Score}_{X3} = 100 \times \frac{\text{Lowest Aggregated Normalised Price}}{\text{Bidder's Aggregated Normalised Price}}$$

This methodology ensures that proposals are rewarded not just for a low absolute price, but for offering the best balance of price and performance density, which is the true measure of economic value in this procurement.

Example 1: Single Technology Deployment (Lot 1). A proposal includes 50,000 units of a single technology (“GPU Type A”) operational in Phase 1. The Price for L2 services per hour per AI chip €2.50, for L3 services is €3.50, and the Performance Benchmark Score (provided in Figure 2) is 125.

- Step 1: Total Normalised Number of AI chips = $50,000 \times 125 = 6,250,000$.
- Step 2 (L2): Normalised L2 Price = $(50,000 \times €2.50) / 6,250,000 = 0.02$.
- Step 2 (L3): Normalised L3 Price = $(50,000 \times €3.50) / 6,250,000 = 0.028$.
- Step 3: Aggregated Normalised Price (using Lot 1 50/50 ratio) is: $0.5 \times 0.02 + 0.5 \times 0.028 = 0.024$.
- Scoring: If this is the lowest price in the competition (Lowest = 0.024), the score is 100 points ($100 \times 0.024 / 0.024$).

Example 2: Mixed Technology Deployment (Lot 1). A proposal includes two technologies in Phase 1: 40,000 units of “GPU Type A” (Benchmark: 100, L2 Price: €2.00, L3 Price: €2.80) and 10,000 units of a next-generation “GPU Type B” (Benchmark: 200, L2 Price: €2.00, L3 Price: €3.00).

- Step 1: Total Normalised Number of AI chips = $(40,000 \times 100) + (10,000 \times 200) = 6,000,000$.
- Step 2 (L2): Total hourly cost for L2 = $(40,000 \times €2.00) + (10,000 \times €2.00) = €100,000$.
Normalised L2 Price = $100,000 / 6,000,000 = 0.0166$.
- Step 2 (L3): Total hourly cost for L3 = $(40,000 \times €2.80) + (10,000 \times €3.00) = €142,000$.
Normalised L3 Price = $142,000 / 6,000,000 = 0.0236$.
- Step 3: Aggregated Normalised Price (using Lot 1 50/50 ratio) is: $0.5 \times 0.0166 + 0.5 \times 0.0236 = 0.0201$.
- Scoring: If the best offer in the competition is 0.018, this proposal receives a score of 89.55 points ($100 \times 0.018 / 0.0201$).

Overall Score of Part 2 of the Evaluation

Tenders shall be ranked in accordance with the following parameters:

- | |
|--|
| <ol style="list-style-type: none"> 1. X1- Result of the Technical and Financial evaluation (Part 1) normalised to 100 points - 50% of Score_{X1} 2. X2 -Scale and level of service of the proposal - 25% of Score_{X2} 3. X3 - Aggregated Normalised Price - 25% of Score_{X3} |
|--|

Total score of a proposal for Part 2 is: $0.5 X1 + 0.25 X2 + 0.25 X3$

Should the outcome of the formula lead to two or more tenders with the same result, the tenderer who has been awarded the highest score for the parameter X1 will be deemed to be the most advantageous tender. In the event of a further tie regarding the score for parameter X1, the tender with the highest score for parameter X3 will prevail. If a tie still persists, the tender with the highest score for parameter X2 will be deemed the most advantageous. Should a tie remain

after these steps, the tender proposing the highest combined total number of Advanced AI accelerators across Phase 1 and Phase 2 will be deemed the most advantageous.

The final ranking list will be based on the scores of Part 2 of the AIGF evaluation

☐ The Framework contract shall be awarded to the tenders ranked first, which complies with the minimum requirements specified in the procurement documents and is submitted by a tenderer not subject to restrictive measures, having access to procurement, not in an exclusion situation and fulfilling the selection criteria.

According to the budget allocation per lot, contracts will be awarded to projects from the ranking list until the total combined budget of the Union and the Participating States is exhausted.

The highest-ranked proposals in each Lot will be selected for the award of the Framework Contract and the first Specific Contract (Phase 1) according to the available EU budget per Lot. The remaining proposals from both Lot 1 and Lot 2 that pass the minimum evaluation threshold will not be discarded; instead, they will be placed on a reserved list per lot. The reserve lists will remain valid for 12 months from the date of its formal approval by the Governing Board of the EuroHPC JU. The Governing Board of the EuroHPC JU may decide to extend the validity of the reserve lists by up to 12 months. The extended reserve lists will include those qualified AIGF Consortia which agree to maintain their offers for the extended period. Should additional EU funds become available, above-threshold tender proposals will be offered a framework contract in strict top-down ranking order based solely on their final evaluation score across the two Lots. By exception to this priority based on the final score, if the available additional funds fall between EUR 100 million and EUR 200 million, the next highest-ranked Lot 1 project shall be selected, bypassing any higher-ranked Lot 2 project.

At the award decision stage, no AIGF proposal shall be selected for joint procurement (i.e., the signature of the Framework Contract and Phase 1 Specific Contract) without the availability of corresponding firm national financial contributions from the respective host Member State for Phase 1. If a Member State indicates in its formal commitment that its financial contribution is restricted to only the highest-ranked AIGF proposal within its territory, or if the committed national budget is fully exhausted by higher-ranked proposals, any lower-ranked AIGF proposals located in that same territory cannot be selected for award, regardless of their final evaluation score. This condition is mandatory, reflecting the joint procurement approach of the initiative and the strict necessity to secure the requisite national support and co-funding for every procured AI Gigafactory.

☐ **Detection of abnormally low tenders**

Tenderers must be aware of Point 23 of Annex I to the Financial Regulation on abnormally low tenders and of the possibility for rejection of the tender based on it.

10. OVERVIEW OF THE EVALUATION AND AWARD PROCEDURE

The AI Gigafactory Consortia shall be selected by the Governing Board of the Joint Undertaking through a fair and transparent process, with the support of a panel of independent technical and financial experts.

10.1. Evaluation procedure

The submitted tenders will be evaluated by the EuroHPC, who will be responsible for setting up an Evaluation Committee. The Evaluation committee will be supported by:

- A panel of five (5) to seven (7) independent technical experts, appointed on the basis of their specific expertise and know-how relevant to the scope of the call, shall be convened to provide technical input and preliminary assessment only. The experts shall assess, in particular, the technical merits (Technical Evaluation) and the Potential Impact of the Tenders. They shall also review and validate the relevant quantitative inputs provided in the proposals for the purposes of the Part 2 assessment, including the calculation of X2 - Scale and level of service of the proposal and X3 - Normalised L2 (including Layer 1) and L3 services price per hour per used AI chip -
- An additional pool of 3 to 6 financial experts from an accredited financial entity. These experts will thoroughly assess and provide advice with regards to the financial viability of the submitted tender.

10.2. Award

The Executive Director of the EuroHPC JU will review the results of the evaluation panel and will draw one final ranking list per lot, choosing the most economically advantageous tender, ensuring the selection of world-class AI Gigafactories that deliver the best value for the Union.

This final ranking list per lot shall consist of a ranked list with the tenders to be selected as AIGF hosting entities as proposed by the panel complemented by any suggestion for deviation from this list as proposed by the Executive Director. In addition, the EuroHPC JU will prepare a list with tenders that did not pass the evaluation thresholds or were found to be ineligible.

The Executive Director will submit the final ranking list per lot, together with the Evaluation Reports, to the Governing Board of the EuroHPC JU with a proposal for selection of the AIGF Consortia for their approval.

The Governing Board will make the final selection of the AI Gigafactory Consortia, which will be invited to establish a Framework Contract with the EuroHPC JU.

After the decision of the Governing Board, all applicants will be informed in writing by the EuroHPC JU of the outcome of the evaluation in the form of an Evaluation Report. The EuroHPC JU will also inform about the final selection or rejection of tenders.

The EuroHPC JU will invite the selected tenderers for the signature of the FWCs and first Specific Contracts, and the preparation for the acquisition of AI compute access time. The Framework Contract and Specific Contracts shall be approved by the Governing Board before its signature by the respective parties.

10.3. Communication

The information contained in this Call for Tenders provides all the information required to submit a Tender.

All enquiries must be made by e-mail only to: GIGAFACTORIES@eurohpc-ju.europa.eu.

Questions shall be sent to the above address no later than the **7 days before the respective submission date** – as defined in Section 12.

The EuroHPC JU has no obligation to provide clarifications to questions received after this date.

Replies will be given/published no later than the “Publication of the last answers to questions” defined in the timeline in section 11.

To ensure equal treatment of applicants, the EuroHPC JU will not give a prior opinion on the eligibility of applicants, or affiliated entity(-ies), an action, or specific activities.

No individual replies to questions will be sent but all questions together with the answers and other important notices will be published (FAQ in EN) at regular intervals on the website under the relevant call: https://www.eurohpc-ju.europa.eu/ai-gigafactories/ai-gigafactories-calls_en

The EuroHPC JU may, on its own initiative, inform interested parties of any error, inaccuracy, omission, or clerical error in the text of the Call for Tenders 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 tenders is allowed once the deadline for submission has elapsed. If there is a need to clarify certain aspects or to correct clerical mistakes, the EuroHPC JU may contact the applicant for this purpose during the evaluation process. This is generally done by e-mail. It is entirely the responsibility of applicants 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 tender reference and the new contact details to GIGAFACTORIES@eurohpc-ju.europa.eu.

In the case of AIGF consortia, all communication regarding a tender will be done only with the AIGF Coordinator, unless there are specific reasons to do otherwise, where the AIGF Coordinator should be in copy.

Tenderers will be informed in writing about the results of the selection process. Unsuccessful tenderers will be informed of the reasons for rejection. No information regarding the award of the call will be disclosed until the notification letters have been sent to the relevant tenderers.

11. TIMETABLE

The steps and indicative times for the procedure from publication to expected start of the mandate for the selected Hosting Entities are in the table below:

Selection of HE milestones	Date and time or indicative period
Call for Tenders Publication	30 July 2026
Deadline for Submission of Tenders	12 November 2026
Deadline to submit questions about the Call	4 November 2026

Tenders must be sent no later than 12 November 2026 16:00 Luxembourg time.

Tender forms are available at https://www.eurohpc-ju.europa.eu/ai-gigafactories/ai-gigafactories-calls_en.

Tenders must be submitted exclusively via the electronic submission system (eSubmission) available from the TED eTendering website and accessible on the Funding and Tenders Opportunities portal (F&T portal).

Tenders submitted in any other way (e.g. e-mail or by letter) will be disregarded.

Contact point for any questions is GIGAFACTORIES@eurohpc-ju.europa.eu.

All tenders will be treated confidentially, as well as any submitted related information, data, business plan and documents. The EuroHPC JU will ensure that the process of handling and evaluating tenders is carried out in a confidential manner.

External experts are also bound by an obligation of confidentiality.

Tenderers 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 EuroHPC JU.

Your application must not contain any information that is ‘EU classified’ under the rules on security of information in the [Commission security rules for protecting EU classified information](#) (see also [Classification of Information in DEP projects](#)).

The EuroHPC JU will process personal data in accordance with Regulation (EU) 2018/1725 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/EC²⁶.

Once the tenderer has submitted a tender, an acknowledgement of receipt will be sent by the JU. No other interaction will take place with the EuroHPC JU until the application has been evaluated, unless:

- The EuroHPC JU needs to contact you (usually through the coordinator) to clarify matters such as eligibility or to request additional information.

The list of Annexes included as part of this call is:

- Annex 1: Application form (please fill in the application form, including its annexes, and provide the relevant supporting documents – all listed below) which includes the checklist for applicants at the end of the application form and the following annexes:
 - Annex 1A: Declarations of honour - model letter and declarations
 - Annex 1B: Agreement/Power of Attorney (if applicable)
 - Annex 1C: List of identified subcontractors
 - Annex 1D: Model Commitment letter by a subcontractor
 - Annex 1E: Model commitment letter by other entities on which an AIGF is depending
 - Annex 1F: Ownership Control Declaration

²⁶ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32018R1725>

- Annex 1F(a): Guidance: Participation in EU call with ownership and control restrictions
- Annex 1G: Other supporting documents to be provided where applicable: see checklist for applicants
- Annex 2: List of Participating States commitments in AIGFs
- Annex 3: Model Framework Contract
- Annex 4: CAPEX Description
- Annex 5: Specific provisions for multi-site and multi-country proposals
- Annex 6: Benchmark methodology
- Annex 7: List of Eligible Countries

Regarding the compilation of the application file, it is recommended to:

- follow the order of documents as listed in the checklist (and attach a ticked checklist as with the application);

13. CONTENT OF THE TENDER

13.1. Structure of the tender

Applicants must use the application form template for their tenders (designed to highlight important aspects and facilitate the assessment against the evaluation criteria).

The application form is structured in two main chapters.

In the first chapter, “**Information on the applicants**”, the application must provide administrative details about the applicants and the consortium, including contact details and legal representatives.

The second chapter “**Information on the Action**” is divided in the following five sections:

1. The Technical Description of the AIGF proposal
2. The Potential Impact of the AIGF proposal
3. The Financial Feasibility of the AIGF proposal
4. Scale and layers of service of the AIGF proposal
5. Value for money and normalised Price for Public Access Time of the proposal

The application form includes a guide on how to fill it for all sections.

Character and page limits:

- page limit: 300 pages
- minimum font size – Arial 10 points
- page size: A4
- 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.

Section 1: The technical description of the AIGF proposal

1. In the first subsection “***Overall description of the application***”, the applicants should provide an overall description of their proposal for developing an AIGF and its different constituent parts across both Phase 1 and Phase 2:
 - Describe ***its rationale, its general and specific objectives*** (including the ***public interest***), the planning and overview of activities for its establishment and its operationalisation, its targeted users and the main services it will provide, as well as its main innovative elements and its competitive advantages. The description should list the key industrial sectors that it will address according to the Commissions’ Apply AI strategy.²⁷
 - Describe in detail the ***project workplan related to the implementation approach for building the AIGF*** – i.e., the different phases in building the AIGF (explicitly detailing the Phase 1 initial deployment and the Phase 2 expansion), the eventual organisation in different work packages and tasks when building it; the major milestones and

²⁷ <https://ec.europa.eu/newsroom/dae/redirection/document/120429>

deliverables and the main targets to reach; and finally, the risk management and mitigation approach.

- Describe in detail the ***project workplan related to the operation of the AIGF*** and its activities for providing the targeted services.
 - Describe the framework for ***European sovereignty and security integration***. Detail how the conceptual design robustly embeds these principles. Demonstrate how the entire data lifecycle within the AIGF's core activities will be governed by European standards and remain subject to the exclusive jurisdiction of an EU Member State. This must detail the specific physical, technical, and organisational measures designed to safeguard the physical integrity of the AIGF sites and protect its data infrastructure.
 - Detail ***data residency and regulatory compliance***. Explain how data managed within the core operational environment will strictly adhere to the legal boundaries of the European Union. Provide proof of planned compliance with the GDPR, the AI Act, and other applicable Union data governance frameworks.
 - ***Outline data protection and ecosystem enablement***. Describe the specific infrastructure-level safeguards that will guarantee no incidental data leakage or unauthorised access occurs. Simultaneously, explain how the overall concept supports and enables an inclusive commercial ecosystem.
2. In the second subsection “***Description of the Technical Specifications***”, applicants should spell out how the general technical AIGF specifications will be met to support data-driven AI research and innovation. This subsection should describe the five following parts:

- ***Quality of the physical, IT and networking infrastructure***

- ***Land availability***

- Description of the site where the AIGF will be built and its adequacy with the AIGF requirements and its extensibility possibilities to accommodate the Phase 2 expansion in the next 5-7 years;
 - Documentary (preliminary) evidence proving legal control over the land, (e.g., deed/ownership, long-term lease agreements, exclusive negotiations, or executed option agreements), including parcel maps, boundaries, and any encumbrances.
 - Expansion plan for Phase 2, showing how additional capacity can be developed on the contiguous site (utility corridors, MEP (Mechanical, Electrical, and Plumbing) plant siting, additional halls), and identify any adjacent parcels under negotiation for future acquisition.

- ***Zoning & Permitting***

- Documentary evidence of the status of planning, zoning, and environmental approvals already completed or in progress, for industrial use with explicit use for advanced data centre/AI infrastructure development.
 - Description of available streamlined permitting pathways to enable timely construction and phased expansion, where necessary.

- ***Site Engineering Characteristics***: geotechnical assessments demonstrating stability, drainage capacity, and foundation readiness for heavy-load

infrastructure, including cooling systems, electrical substations, and high-capacity buildings.

○ **Environmental & Natural Hazard risk:**

- Documentary evidence of low exposure to natural hazards (e.g., flooding, wildfire, seismic activity, hurricanes/cyclones) and minimal environmental or cultural-heritage constraints that could affect construction, operations, or future expansion of the AIGF.
- Environmental-related (flood maps with return periods, wildfire risk indices, seismic zone classification, historical storm tracks, site elevation and drainage studies) and heritage-related evidence (protected habitats, wetlands, archaeological sites, listed structures) that may limit build-out or phased expansion.

○ **AIGF Power Capacity:**

- Description of the energy requirements of the AIGF, including the power supply of the AIGF and the connection to the grid, as well as the potential energy extension capabilities for Phase 2 in the next 5-7 years.
- Detailed Gantt chart showing design, procurement (long-lead items like transformers, switchgear, generators, CDUs/chillers), construction, commissioning (FAT/SAT/IST), and energisation dates for each milestone.

○ **Grid interconnection:**

- Detailed technical description of the proposed grid capacity and IT infrastructure, including the expected net capacity available for IT workloads at each phase (i.e. 85-90% of total grid capacity), corresponding cooling capacity, and water/heat-rejection provisions, supported by relevant technical specifications, diagrams, and performance metrics.
- Interconnection agreements covering, within Phase 2, firm capacity and phased expansions (to 120/150 MW²⁸ and onward including POI voltage, allocated MVA, and energization milestones).
- System impact/feasibility studies confirming available capacity, required network reinforcements, protection coordination, and power-quality compliance (harmonics, flicker, reactive power).

○ **Reliability & Redundancy of the power infrastructure**

- Description of a reliable backup power (batteries and generators), including fuel and service agreements guaranteeing operation for around 48–72 hours without the grid.
- Description of detection/suppression systems, security controls (perimeter to rack), and how halls are physically separated to ensure fire, safety, and physical security.

²⁸ See footnote 6

- Inventory of on-site spare parts and copies of vendor service-level agreements or support.
- **Power density and distribution**
 - Site plan/layout diagram indicating which halls/aisles are designed to support 20-30 kW racks and which zones can accommodate 60-100 kW+ racks, including details on room-level density (power per square meter).
 - Description of the cooling system, including evidence that it is matched to the proposed power densities.
 - Diagram of the A/B power feeds from the main boards to PDUs and rack power strips, along with a description of the failover testing procedure and confirmation that the power distribution system is designed to support the proposed power densities and can handle failures without downtime.
- **Adequacy of the IT infrastructure and networking infrastructure**
 - Detailed description of the proposed computing infrastructure, including architecture, system specifications, and software ecosystem. Specific details about the size and technical characteristics of the proposed computing infrastructure, including the compute architecture, the type, number and configuration of state-of-the-art accelerators (including GPUs/TPUs), CPU configuration, memory, interconnect and storage, as well as the overall system architecture and software ecosystem is required including a clear explanation of how the proposal meets the AIGF computing scale threshold for the targeted Lot (both the Phase 1 minimums and the Phase 2 expansion targets).
 - Detailed description of the proposed networking infrastructure, including connectivity, fibre backbone proximity, and redundancy measures.
 - Detailed architecture of the software enabling the AI infrastructure to deliver scalable, on-demand computing, including the strategy and pathway to develop or integrate an EU-controlled software environment interoperable with the EuroHPC Federation Platform.
 - Proof of physically separate fibre paths and secondary equipment ready to take over automatically.
- ***Quality of service, including security/cybersecurity and trustworthiness***
 - Description of the proposed security measures, including security/cybersecurity risk management, data protection, protection from unauthorised extraterritorial interference and access, and compliance with relevant EU frameworks and regulations (e.g. ISO/IEC 27001, NIS2, Cyber Resilience Act, AI Act).
 - Description of the proposed quality of service to be provided, including platform availability, user support services and availability, professional services plan, services to be provided, intended users (including description of multi-tenancy and resource availability), integration with sectoral data spaces, and access for SMEs and innovators to develop, test, and scale AI solutions. A detailed

explanation of the different service layers (L1:Infrastructure and Orchestration, L2: MLOps Managed Services and L3: Added Value Services) and the respective service catalogue to be provided to users should be clearly spelled out. This must include an explicit explanation of how core technical operations (e.g., system administration, MLOps, orchestration, registry, data handling, scaling and monitoring, and disaster recovery including of a description of restoration of critical services) will be performed within the Union by duly qualified personnel under the strict accountability and operational oversight of the EU-Controlled Coordinator and/or Hosting Entity.

- Description of the proposed trustworthiness measures, including information security management system, post-quantum cryptography roadmap, and secure and trusted environment measures for sensitive workloads and sovereign computing options, platform-wide content and transport encryption, and description of key management.
- Description of the comprehensive security protocols underpinning the technical quality of the concept.
- Description of a detailed explanation of the rigorous and robust screening mechanisms implemented for all user access requests. This description must detail the procedure for ensuring that any proposed access agreements with entities from third countries that might raise concerns regarding the Union's strategic interests or autonomy are subjected to the prior approval of the AIGF Public Governance Body.
- Detailed explanation of the enhanced security measures integrated for scenarios where the facility is utilized for sensitive or dual-use workloads, explicitly demonstrating strict alignment with the NIS2 Directive and outlining the deployment of uncompromising physical security safeguards.

- ***Supply chain security***

- Description of the proposal's supply chain strategy, including identification of international supply chain context, long-term risk management plan, and potential mitigation strategies for sensitive components (e.g. GPUs/TPUs), vendor lock-in, non-exclusivity of supply, bundling, and other potential disruptions across both Phase 1 and Phase 2.
- This must include measures for securing critical technologies (such as Letters of Intent with key global providers, export controls measures, manufacturing and assembly monitoring, price change risk management). Examples of such critical technologies include advanced AI chips, networking, software, etc. Tenderers must clearly explain how any acquisition of non-EU technologies complies with pre-agreed security protocols. Furthermore, tenderers must demonstrate how they will ensure that any necessary subcontracting with third-country entities strictly avoids compromising the operational integrity or exclusive EU jurisdiction over the AIGF.

- ***Sustainability and energy efficiency***

- Sustainability plan, including annual targets and a clear path for running the AIGF efficiently, using clean low carbon energy, and minimizing water use and emissions.
 - Description of the proposed Power Usage Effectiveness (PUE) and Water Usage Effectiveness (WUE) measures, including expected annualized and seasonal performance, and how these will be achieved and maintained.
 - Description of the cooling system and renewable/low carbon energy sourcing strategy, including topology, expected energy and water impacts, heat reuse plans, and current renewable/low carbon mix, as well as proof of sourcing and a yearly ramp-up plan.
 - Description of the plan for achieving grid-aware operations and flexibility, including time-shifting of non-urgent training jobs, demand response participation, on-site storage, and long-term renewable Power Purchase Agreements, as well as a timeline and documents showing how these targets will be met and improved over time.
- ***Consortium governance, experience and know-how in setting up similar large-scale facilities***
 - Description of the consortium composition, including the role and capacity of each participant, its know-how and expertise, the completeness and complementarity of the consortium as a whole, the decision-making processes, composition and mandate of the management board, and mechanisms for resolving disputes.
 - Description of the consortium governance structure, including details of the public interest oversight plan, the mechanisms for interacting with a public governance body and ensuring impartial and objective performance of the project.
 - Description of potential conflicts and mitigating measures, as well as operational structure and mechanisms for monitoring, preventing, and resolving conflicting interests during the execution of the project. Please also refer to the related obligations concerning professional conflicting interests set out in the draft FWC and Specific Contracts.
 - ***Technical performance analysis (based on AI training/ inference Benchmarks)***
 - Training Benchmarks: Training Latency to Convergence, Training Throughput (Samples per Second), and GPU/TPU Utilisation During Training
 - Inference Benchmarks: Tokens per Second (Inference Throughput), Inference Latency Metrics, Queries per Second (QPS) under Load, and multimodal Throughput

All benchmarks must be provided for the AIGF infrastructure available by the end of Phase 1 (Milestone T0 - Operational Readiness) and for the planned expansion in Phase 2.

Section 2: The potential impact of the AIGF proposal

The section will present how effectively the AIGF proposal advances strategic objectives and delivers tangible benefits for the European AI ecosystem, the economy, and society across both phases of deployment. It will also assess the capacity of the AIGF to accelerate innovation and adoption (by industry and the public sector), strengthen European competitiveness and sovereignty in critical technologies, generate high-value jobs and skills, and catalyse private investments.

The description should be structured along the following two parts:

- ***Impact on the European AI ecosystem, including its competitiveness and talent pool***

The description to be provided under this section should include all sites in all countries that are part of the AI Gigafactory project.

- Description of the AIGF's contribution to the achievement of the EuroHPC JU's mission and objectives and the Union's competitiveness, including its potential impact on key European industry sectors, start-ups, SMEs, public administrations, and science.
- Uptake plans, added value to the competitiveness, including measures to maximize outcomes and impacts, and the credibility and effectiveness of these plans.
- Overview of the AIGF's potential for long-term effects on the European AI ecosystem, society, economy, and science, including relevance in addressing competitiveness, reinforcing AI skills, and attracting/creating a significant AI talent pool.
- Description of the proposed plans to interconnect with existing EuroHPC AI Factories, detailing how the AIGF will leverage current infrastructure to foster operational synergies and expand the federated European AI ecosystem, and therefore provide added value.

- ***EU added value, including contribution to strategic autonomy and technological sovereignty.***

The description to be provided below needs to be addressed at Consortium level and not necessarily at individual partners' level.

- Extent to which the AIGF proposal reinforces the digital technology supply chain in the Union, including the software/cloud stack and hardware.
- Extent to which the AIGF proposal is using and integrating EU technologies, including uptake of existing or upcoming R&D results stemming from EU-funded R&D programmes or funded from R&D programmes of the EuroHPC Participating States.
- Extent to which the AIGF proposal overall supports EU sovereignty in its operations (AI compute, cloud services and data, including compliance with relevant EU Regulations and the establishment of a secure environment immune to unauthorised extraterritorial interference and access).
- Extent to which an AIGF proposal develops a comprehensive plan and a roadmap to develop and deploy a European-based and controlled software stack (cloud and AI) that will be integrating, as much as possible, open-source solutions within year 4 after Operational Readiness (T0). Such plan will need to

include: a description of the software components to be developed or deployed, and a timeline for development, integration and operationalisation.

- Describe the approach and necessary measures to sovereign technical operations. Explain the framework that guarantees the orchestration, system administration, and high-level management of the AIGF infrastructure will remain unequivocally within the Union's operational oversight. Detail how core operations, including system maintenance and privileged access management, will be executed to ensure technical accountability within the EU and its Member States.

Section 3: The financial feasibility of the AIGF proposal

In this section addressing the Financial Feasibility and the Business Model, applicants must provide a clear financing scheme, predictable revenue streams, and a resilient business model that covers long-term operating costs, upgrades, and expansion of the AIGF. The primary evaluation will rigorously assess the firm data and commitments provided for Phase 1, while the assessment of Phase 2 will focus on the overall credibility, soundness, and seriousness of the indicative plans for future expansion.

The description should be structured along the following three parts:

- ***Investment Commitment of the AI Gigafactory Consortium***
 - Description of the estimated total investment, including the projected funding sources, proposed overall capital structure, and debt-to-equity ratio, as well as a defensible estimation of the project's Weighted Average Cost of Capital (WACC) for the firm Phase 1 deployment, alongside indicative projections for Phase 2 (which will be evaluated for their methodological soundness and credibility).
 - Documentation demonstrating the strength of firm funding commitments from private partners (such as signed contracts, binding letters of intent, term sheets, or other credible documentation from financial partners) for Phase 1 (which will be the main focus of the financial commitment evaluation).
 - A credible and actionable strategy for securing any remaining funding gap for Phase 1, alongside a plausible plan for engaging investors to support the Phase 2 expansion, including identification of potential private investors, lenders, or other financial partners, and a realistic timeline and plan for engagement, as well as any anticipated support required from public financial institutions such as the InvestAI Facility and the EIBG.
- ***Quality and Financial Viability of the proposed Business Model (including a comprehensive financial assessment to be carried out by the accredited financial entities).***
 - **Business Model and Market Strategy:**
 - The market strategy and the business model, demonstrating the business viability, ecosystem readiness, and the sustainability and scalability of the proposed AIGF across both phases.

- A revenue generation strategy, including the suite of services offered, target customer segments, competitive differentiation, and adaptability.
 - Evidence of market traction and customer engagement, including Letters of Intent, Memoranda of Understanding, or pre-committed contracts from potential customers.
 - A clear, proportionate, and time-bound strategy to progressively diversify the AIGF customer base and serve a broad and inclusive spectrum of stakeholders across the European AI ecosystem and user industry.
- **Financial Plan, TCO and Budget Plausibility:**
 - The financial structure, including the funding strategy, and a detailed breakdown of the project's financial projections, including CAPEX and OPEX, and a clear explanation of the methodology used for estimations for the firm Phase 1 deployment (subject to rigorous financial scrutiny), alongside the plausibility and credibility of the indicative projections for Phase 2.
 - Budget overview, including the resource requirements, a 5-year Total Cost of Ownership (TCO) calculation, and a transparent breakdown of capital and operational expenditures for the infrastructure deployed in Phase 1 (the primary basis for the TCO evaluation), and a sound, credible indicative budget for Phase 2.
 - Plan for integrating the financial implications of the sustainability and energy efficiency strategy, including efficiency metrics, renewable sourcing strategy, and lifecycle impact assessments.
 - **Risk Management and Scalability:**
 - Risk management plan, including a thorough analysis of potential financial, technical, commercial, and operational risks, sensitivity analyses against key variables, and strategies for mitigation (with strict emphasis on Phase 1 execution and credible foresight for Phase 2).
 - Plan for future capacity growth and scalability, including a serious and credible strategy for technological upgrades, adaptability, and mitigation of identified risks to ensure the AI Gigafactory remains competitive and adaptable in Phase 2.

Section 4: Scale and layers of service of the AIGF proposal

In this section addressing the scale and the layer of service of the proposed AIGF applicants must provide all the necessary items to determine the scale (in terms of computing capacity) of the AIGF as well as the offered layer of services.

This section should be structured along the following two parts:

- ***Scale of the AIGF***
 - In this subsection, applicants must provide a clear and transparent calculation of the total compute capacity (state-of-the-art normalised number of GPU/AI accelerators) to be made operational through Phase 1 and Phase 2 (see Figure 1). Applicants must clearly demonstrate how these capacities meet or exceed the minimum threshold requirements for their targeted Lot in both phases.

- Applicants must provide a breakdown of the compute capacity, including the mix of actual technologies (AI accelerators) to be deployed as well as their equivalence to H100 units.
 - All equivalences and normalisations must be calculated according to the normalisation benchmarks described previously in section 9.3.2.2. Applicants are expected to provide and justify index scores for any accelerator technology not explicitly included in these normalisation benchmarks.
 - For multi-site and multi-country AIGFs, only the subset of sites eligible for public funding must be considered for the total compute capacity.
- ***Layer of service***
 - In this subsection, applicants must provide a description of the stack of services to be offered to public users, articulated across three layers of integration signalled in section 3.b (i.e., L1: Infrastructure and Orchestration Services; L2: Managed MLOps and Development Platforms; L3: High-Value Integrated AI Services).
 - Proposals must specify how services will be offered to target users. If the same services are offered at different qualities based on user type or preference, these distinctions must be clearly detailed. Tenderers must acknowledge and align their offering in this procurement with the mandatory budgetary capacity allocation for their targeted Lot (50% L2 / 50% L3 for Lot 1; or 60% L2 / 40% L3 for Lot 2) applicable to the first Specific Contract.
 - For each service layer, the main technology choices must be justified in order to better serve the users considering a diversity of use cases.
 - For multi-site and multi-country AIGFs, a homogeneous service offering is expected across sites. Deviations from this general principle must be duly justified.

Section 5: Value for money and normalised Price for Public Access Time of the proposal

This section assesses the cost-effectiveness and overall value for money of the public access time being procured. The evaluation will not be based on the absolute lowest price, but on the best price for a given level of performance, ensuring that diverse technological offerings can be compared on a fair and equivalent basis.

Applicants must provide a transparent and well-justified calculation of the single effective price for L2 and L3 services per hour per AI chip for the public share of access time, along with the data necessary to normalize this price for performance.

The description should be structured along the following two parts:

- ***Price Proposal for Public AI Compute Access Time***
 - *Offer per Technology and Infrastructure Breakdown:* Bidders must provide a distinct single Price Offer for layers of services Layer 2 (including Layer 1) and Layer 3 for each specific acceleration technology proposed (e.g., distinct prices for different AI chip models).

- *Competitive Pricing Strategy:* As this joint procurement establishes the public sector as a major, long-term anchor customer, providing exceptional revenue predictability and significantly de-risking the infrastructure investment, the proposed unit prices for L2 and L3 services are expected to incorporate the highly favourable volume discounts customary in the market for guaranteed commitments of this magnitude. This price should be designed as a sustainable “anchor customer” rate that ensures the long-term financial viability of the AIGF without requiring public subsidies for operational costs.
 - *Service Layer Integration:* The offered prices for each technology batch and layer of services must explicitly correspond to the Layer of Service provided to public users, as described in the service layers of Parameter X2 (Infrastructure, MLOps, and High-Value AI services). Bidders must clearly state which service layer is included in the base price and provide a detailed breakdown if different pricing applies to different service tiers.
 - *Submission Quantities and Assumptions:* Applicants must clearly state the total exact number of compute units for each technology proposed, as the economic evaluation will be based strictly on these initial quantities and technologies offered. They must also detail all underlying assumptions used for their pricing, including guaranteed uptime percentages within the financial support window.
- ***Performance Normalisation Data***
 - In this subsection, applicants must provide the necessary data to allow for a performance-normalised comparison of their proposed price. As proposals may include a mix of different accelerator technologies, this information must be provided for each distinct accelerator technology proposed in the tender.
 - *Identification of Accelerator Technology:* Clearly identify the make, model, and quantity of each type of GPU/AI accelerator proposed for the AIGF deployment.
 - Applicants proposing other or emerging accelerators (e.g., other vendors, custom silicon, TPUs) must provide their well-justified Performance Benchmark Score for each technology, according to the methodology of Annex 6, and supported by performance data provided by official vendor, which will be subject to validation by independent experts during the evaluation.

This information will be used to calculate an Aggregated Normalised Price for each proposal, which will then be used in Part 2 of the evaluation (Cost-Benefit) to determine the final score for this criterion based on specific L2/L3 weightings of the targeted Lot. A detailed explanation of the calculation methodology is provided in the relevant section of the evaluation procedure.

13.2. Scoring Principles per criterion/sub-criterion

This subsection provides a clear explanation of how each evaluation criterion/sub-criterion (listed in section 9) will be assessed. For each criterion/sub-criterion, the evaluation focus, the key assessment elements to be scored, and the evidence required from bidders are specified.

The following are expected to be described with the required level of detail:

1) Technical Evaluation criteria for the AIGF

i. Objectives and technical quality of the proposal

The evaluation criterion assesses the following elements:

- *Clarity and pertinence of the AIGF overall concept, in terms of vision, rationale, objectives, development roadmap across both Phase 1 and the Phase 2 expansion, targeted key industry sectors and stakeholders, and internal or external cloud solutions planned to bridge the needs towards an end-to-end computing continuum.*
- *Quality and soundness of the overall technical proposal, including the technological state-of-the-art choices, the architecture and the design of the solution, including the physical and computing infrastructure and platforms, as well as the feasibility of the project.*
- *Adequacy and robustness of the framework integrating European sovereignty and security principles, specifically demonstrating that the entire data lifecycle within core activities is governed by European standards and exclusively subject to EU Member State jurisdiction.*
- *Level of guaranteed compliance regarding data residency exclusively within the legal boundaries of the European Union, including its compliance with the GDPR, the AI Act, and other applicable Union data governance frameworks.*
- *Effectiveness of the proposed infrastructure-level safeguards to prevent incidental data leakage and unauthorised access, evaluated alongside the concept's ability to simultaneously support an inclusive commercial ecosystem.*
- *Comprehensiveness and reliability of the physical, technical, and organisational measures proposed to safeguard the physical integrity of the AIGF sites and protect its data infrastructure, including the robustness of backup processes and disaster recovery plans to ensure operational continuity.*

ii. Quality of the workplan

The evaluation criterion assesses the following elements:

- *Quality, coherence, and efficiency of the implementation roadmap for building the AIGF and its physical and state-of-the-art computing infrastructure for both Phase 1 deployment and Phase 2 expansion, including its deliverables and milestones, and the risk management approach.*
- *The quality and credibility of the proposed implementation plan for acquiring and deploying the AIGF computing infrastructure, including quality and effectiveness of the proposed plan for the readiness of the site to host the AIGF computing infrastructure.*
- *The quality and effectiveness of the work plan, the assessment of associated risks, and appropriateness of the effort assigned to each activity, and the resources overall.*
- *Credibility of the pathways to achieve the expected outcomes and impacts, including sustainability and quality of measures to maximise them.*
- *Effectiveness and efficiency in the use of the overall budget and the resources deployed to implement the work plan.*

iii. Quality of the physical, IT and networking infrastructure

A. Adequacy of proposed location and infrastructure site

- ***Land Availability***

- Extent to which the AIGF has secured access to sufficient land in the proposed location(s) to accommodate current build-out and phased future expansion of the AIGF for Phase 2.

The evaluation criterion assesses the following elements:

- *Proposals must provide preliminary documented legal control over the land (e.g., deed/ownership, long-term lease agreements, exclusive negotiation, or executed option agreements), including parcel maps, boundaries, and any encumbrances.*
- *Proposals should also provide an expansion plan for phase 2, showing how additional capacity can be developed on the contiguous site (utility corridors, MEP (Mechanical, Electrical, and Plumbing) plant siting, additional halls), and identify any adjacent parcels under negotiation for future acquisition.*

- Zoning & Permitting

- Confirmation that the zoning of the location/site selected is appropriate for AIGF development (e.g. industrial) with use for advanced data centre/AI infrastructure development.

The evaluation criterion assesses the following elements:

Proposals should provide documentary evidence of the status of planning, zoning, and environmental approvals already completed or in progress, and provide availability of streamlined permitting pathways to enable timely construction and phased expansion where necessary.

- Site Engineering Characteristics

- Extent to which the proposed AIGF location meets suitable topographic and soil conditions for heavy-load infrastructure, including cooling systems, electrical substations, and high-capacity buildings.

The evaluation criterion assesses the following elements:

Proposals should include the provision of geotechnical assessments demonstrating stability, drainage capacity, and foundation readiness.

- Environmental & Natural Hazard Risk

- Degree of exposure of the selected location/site to environmental and natural hazard risks.

The evaluation criterion assesses the following elements:

The proposed location must demonstrate low exposure to natural hazards (e.g., flooding, wildfire, seismic activity, hurricanes/cyclones) and minimal environmental or cultural-heritage constraints that could affect construction, operations, or future expansion of the AIGF. Proposals should provide environmental-related (flood maps with return periods, wildfire risk indices, seismic zone classification, historical storm tracks, site elevation and drainage studies) and heritage-related evidence (protected habitats, wetlands, archaeological sites, listed structures) that may limit build-out or phased expansion.

B. Adequacy of power infrastructure

- AIGF Power Capacity

- Degree to which the AIGF's power infrastructure meets the specified power requirements and demonstrates reliability, power quality, scalability, and potential for future expansion and upgrades.

The evaluation criterion assesses the following elements:

- *The evaluation criterion assesses the extent to which the proposed AIGF has the power capacity to support a minimum IT load specific to its targeted Lot sustaining the minimum number of AI accelerators required as specified in this call text, available and commissionable by the start of Phase 1 (Milestone T0) (including full MEP, redundancy, and interconnection in place) and scale-up to a minimum IT load²⁹ of 120 MW for Lot 1 and 150MW for Lot2, available and commissionable within Phase 2, with demonstrated ability to operate at target densities (including liquid cooling where applicable).*
- *Proposals should provide a detailed Gantt chart showing design, procurement (long-lead items like transformers, switchgear, generators, CDUs/chillers), construction, commissioning (FAT/SAT/IST), and energisation dates for each milestone.*

- Grid Interconnection

- Ability of the proposers to deliver the required AIGF interconnection to the grid and quality of its extendibility potential.

The evaluation criterion assesses the following elements:

- *Proposals must demonstrate the ability to deliver 85–90% of grid capacity to IT (net of auxiliaries) at each phase, with corresponding cooling capacity and water/heat-rejection provisions.*
- *Proposals should also provide interconnection agreements covering, within Phase 2, firm capacity and phased expansions (to 120/150 MW and onward including POI voltage, allocated MVA, and energization milestones). In addition, proposals should provide system impact/feasibility studies confirming available capacity, required network reinforcements, protection coordination, and power-quality compliance (harmonics, flicker, reactive power).*

- Reliability & Redundancy of the power infrastructure

- Quality of the reliability and redundancy plans of the AIGF's power infrastructure.

The evaluation criterion assesses the following elements:

- *As per reliability and redundancy aspects, AIGF proposals must provide reliable backup power (batteries and generators), so the centre keeps running during grid outages. Equally, fuel and service agreements have to guarantee operation for around 48–72 hours without the grid.*

²⁹ See footnote 6

- With regards to fire, safety, and physical security, AIGF proposals must provide simple description of detection/suppression systems, security controls (perimeter to rack), and how halls are physically separated.
- As per spare parts and support, proposals must provide an inventory of on-site spares and copies of vendor service-level agreements.

- **Power density and distribution**

- Degree to which the AIGF supports the power requirements of the proposed computing infrastructure, including its cooling requirements.

The evaluation criterion assesses the following elements:

- The AIGF site must comfortably support today's high-power AI racks and be ready for higher densities in the future. Proposals must provide a simple plan showing which halls/aisles are designed for 20–30 kW, and which zones can host 60–100 kW+ racks.
- Evidence must be provided that cooling is matched to these densities (e.g., enhanced air in standard zones; liquid-assisted cooling in high-density zones), and room-level density (power per square meter).
- With regard to the alignment of cooling with power density, proof should be provided that the power distribution works at the stated densities and can handle failures without downtime.
- Proposals must include a simple diagram of the A/B power feeds from the main boards to PDUs and rack power strips, and details on how you test failover is tested.

C. Appropriateness of the IT infrastructure and networking infrastructure

In terms of computing infrastructure, the evaluation criterion assesses the following elements:

- The soundness, degree of ambition, state-of-the-art nature, and maturity of the computing system architecture concept, and credibility of the application.
- The quality and pertinence of the AIGF general system specifications (including compute, storage, connectivity targeted in the application) taking into account the needs of the AIGF users.
- The high-performance capability (the scale) of the proposed AIGF and its state-of-the-art compute infrastructure suitable for very large-scale AI workloads, – at least one AIGF site must have a computing system that meets or exceeds the full-scale minimum threshold requirements for the targeted Lot in Phase 2 (i.e., at least 75,000 H100 equivalents for Lot 1, or at least 100,000 for Lot 2).
- The proposed inference infrastructure performance.

In terms of the software stack, the evaluation criterion assesses the following elements:

- The pertinence of and extent to which the proposed software ecosystem (including software, cloud and AI stacks, platforms, libraries, workflows, etc.) to be provided by the AIGF Consortium is comprehensive, prepared within the 4 years' timeframe after T0 for the development of next generation of complex AI applications (including AI frontier models) as well as the execution of intensive AI production workloads (inferencing), and scalable for AI development and operation.

- *Demonstration of full compatibility and compliance of the software environment with relevant EU Regulations (GDPR, the EU data protection legal framework, the Artificial Intelligence Act, etc).*
- *Degree of integration and maturity of the proposed pathway towards the gradual deployment of a European-based and controlled and/or open source software environment interoperable with the EuroHPC Federation Platform.*

In terms of networking infrastructure, the evaluation criterion assesses the following elements:

- *Demonstration that the connectivity of the data centre is sufficient for ultra-fast data access (around 5–10 Tbps from day one with a plan to scale quickly as demand grows).*
- *Proximity to major fibre backbones with low latency routes, provision of multiple carriers for redundancy, with at least three separate fibre routes into the site, and competitive pricing, international connectivity (subsea cables, IXPs), future-proof capacity bandwidth.*
- *Segregation of training traffic, storage traffic, and management traffic for reliability and security. As per network resilience, multiple independent fibre routes into the site and duplicate core network equipment, so a single cut or device failure does not cause an outage.*
- *Proposals must provide proof of physically separate fibre paths and secondary equipment ready to take over automatically.*

iv. Quality of service, including security/cybersecurity and trustworthiness

The evaluation criterion assesses the following elements:

In terms of quality of service, the evaluation criterion assesses the following elements:

- *Quality, pertinence, and range of the service to the users, namely capability to comply with the service level agreement provided in the application, across the three layers of integration signalled in section 3.b (i.e., L1: Infrastructure and Orchestration Services; L2: Managed MLOps and Development Platforms; L3: High-Value Integrated AI Services).*
- *Quality of the proposed coordination and/or support measures to ensure the requested service.*
- *Quality and pertinence of experience and know-how available at the intended team that would be in charge for the supportive AIGF service environment.*

In terms of security/cybersecurity and trustworthiness, the evaluation criterion assesses the following elements:

- *Adequacy of the measures proposed to address security and cybersecurity risks, notably arising from the application of non-EU extraterritorial laws. AIGF also to provide site security plan and drawings of security layers; staffing coverage; SOC procedures; certifications (e.g., EN 50600, ISO 22301 if available) and readiness to implement future such requirements.*
- *Extent to which AIGF proposal protects sensitive data from any risks stemming from, for example, the application of non-EU extraterritorial laws, such as unauthorised access, alteration, or loss across its full lifecycle and ensure end-to-end encryption*

where appropriate. This would include, but not limited to, data integrity controls (checksums, versioning, tamper-evident logs), ownership and safeguard control, and secure backup/restore with tested RPO/RTO.

- Degree of maturity of the information security management system and compliance with relevant EU frameworks. Minimum requirements include ISO/IEC 27001 certified (or certification in progress with a dated plan).
- The provision of a post-quantum cryptography (PQC) roadmap including an inventory of cryptographic assets, migration plans to PQC/hybrid schemes, and timelines.
- The adequacy of the AIGF measures and plans to provide secure and trusted environments - with regard to all cyber risks, particularly those arising from the application of non-EU extraterritorial laws, to facilitate segregated, high-assurance environments for sensitive workloads (e.g., health, finance, public sector, defence), including sovereign computing options. This should include logical, physical and legal segregation options (dedicated tenants, enclaves/air-gapped zones) with independent identity, keys, and monitoring.
- Compliance with NIS2, Cyber Resilience Act, AI Act; includes confidential computing and data isolation features.
- Extent to which the technical quality of the concept is underpinned by comprehensive security protocols.
- Evaluating the proposed implementation of a rigorous and robust screening mechanism for all user access requests, and assessing the procedure for ensuring that proposed access agreements with third-country entities that might raise strategic or autonomy concerns are strictly subjected to the prior approval of the AIGF Public Governance Body.
- Degree of integration of enhanced security measures for scenarios where the facility is utilized for sensitive or dual-use workloads, ensuring strict alignment with the NIS2 Directive and the deployment of uncompromising physical security safeguards.

v. Supply chain security

The evaluation criterion assesses the following elements:

- Degree to which the proposal identifies and assesses the European and international supply chains context and availability of sensitive components, including chips and cloud infrastructures and services, towards the deployment and operation of an AIGF across both Phase 1 and Phase 2.
- Inclusion of a long-term risk management plan, focusing on technology availability and where necessary, price/performance volatility.
- Description of potential mitigation strategies and viable alternatives.
- Robustness of the measures implemented to secure critical technology supply chains (such as securing Letters of Intent with key global technology providers), including the extent to which the acquisition of critical non-EU technologies complies fully with pre-agreed security protocols.

- Degree to which the proposal convincingly demonstrates that any necessary subcontracting with third-country entities will be strictly controlled to ensure it does not compromise the operational integrity or the exclusive EU jurisdiction over the AIGF.

vi. Sustainability and energy efficiency

The evaluation criterion assesses the following elements:

- Proposals must demonstrate a clear path on how to run the AIGF efficiently, use clean and low carbon energy, and minimize water use and emissions. AIGF must develop a short sustainability plan with annual targets and illustrate how progress will be reported.
- Proposals must design Power Usage Effectiveness (PUE) and Water Usage Effectiveness (WUE) targets (expected annualized and seasonal PUE summer/winter) and explain how these will be achieved and maintained.
- As per cooling aspects, the AIGF proposal must provide topology, expected energy/water impacts, and any heat-reuse partners or letters of intent, and should include current renewable/low carbon mix (%), proof of sourcing (PPAs, GOs/REGOs, on-site generation), and yearly ramp-up plan.
- As per grid-aware operations and flexibility, the AIGF proposal must provide time-shifting of non-urgent training jobs, demand response participation, and/or on-site storage to reduce peak stress, including ability to align compute loads with green generation.
- Scoring guide: PUE (25%): ≤ 1.10 (excellent), 1.10–1.15 (good), 1.15–1.25 (acceptable), > 1.25 (poor). WUE (15%): ≤ 0.20 near-zero/dry (excellent), ≤ 0.40 hybrid low-water (good), water-cooling with mitigation (acceptable), high potable use (poor). Renewables share (20%): 100% with hourly matching (excellent), $\geq 80\%$ annual (good), 50–79% (acceptable), $< 50\%$ (poor). PPAs maturity (15%): signed multi-year with additionality (excellent), term-sheet (good), MOUs only (acceptable), none (poor). Cooling/heat reuse (15%): DLC + heat reuse ERF > 0.20 (excellent), efficient cooling (good), basic containment (acceptable), no plan (poor). Grid flexibility (10%): demand response + time-shifting + storage (excellent), partial measures (good), minimal (acceptable), none (poor).
- Proposals should present clear numbers, documents (or draft contracts), and a timeline that shows how they will meet and improve these targets over time.

vii. Consortium governance, experience and know-how in setting up similar large-scale facilities

A. Consortium composition and governance

The evaluation criterion assesses the following elements:

- Proposal must clearly define the role of each consortium member, demonstrating their experience, resources, and capacity to fulfil their designated role, and present the extent to which the consortium as a whole brings together the necessary, complementary expertise and needed roles and skills.
- Proposal must present a clear, robust, and stable governance structure for the consortium and the future AIGF operating entity. This includes the decision-making

processes, the composition and mandate of the management board, and the mechanisms for resolving disputes.

- *Proposal must demonstrate a clear commitment to and a workable plan for implementing the required public interest oversight, including the mechanisms for interacting with a public governance body (composed of the Commission and the funding Member States).*
- *Proposal shall provide a description of operational structure and mechanisms for monitoring, preventing and resolving conflicting interests during the execution of the project.*

B. Consortium experience and know-how

The evaluation criterion assesses the following elements:

- *Proposers shall explain (and submit verifiable documentary evidence demonstrating it) their prior experience of Consortium members (individually or collectively) in the installation, deployment, and operation of facilities comparable to the AIGF, as well as in the provision of advanced AI services for large-scale projects. Explanations and evidence must substantiate scope, scale, role, performance outcomes, and where possible client validation, as well as how all this experience will add value and ensure the success of the proposed project.*

viii. Technical performance analysis (based on AI training/ inference Benchmarks)

AIGF proposals will be assessed against the AI Training and Inference Benchmarks (0-15 points)

- *All benchmarks within each category (training and inference) will have the same weight. Training benchmarks will contribute 50% (up to 7.5 points) to the total score for this sub-criterion. Inference benchmarks will contribute 50% (up to 7.5 points) to the total score for this sub-criterion.*
- *For each individual benchmark, the proposal with the best performance will receive the maximum points, while proposals with lower-scoring performance will be awarded points proportionally to their scores. This assessment shall be conducted independently per lot (i.e., a separate maximum score will be established for Lot 1 and Lot 2, and proportionality will be calculated within each lot). These benchmarks will be assessed for both the initial Phase 1 infrastructure and the projected Phase 2 expansion.*

2) Potential Impact of the AIGF proposal

The assessment of the potential impact will measure how effectively the AIGF proposal intends to advance strategic objectives and deliver tangible benefits for the European AI ecosystem, the economy, and society across both phases of deployment. It will also include, inter alia, the capacity of the AIGF to accelerate innovation and adoption (by industry, SMEs, and the public sector), strengthen European competitiveness and sovereignty in critical technologies, generate high-value jobs and skills, and catalyse private investment.

i. Impact on the European AI ecosystem, including its competitiveness and talent pool

The evaluation criterion assesses the following elements:

- **Contribution to the Union's competitiveness:** The evaluation will assess the significance of the AIGF's expected outcomes and impacts on the development of a leading European AI ecosystem, including its potential to enhance the competitiveness of key European industry sectors, start-ups, SMEs, public administrations, and science. The evaluation will consider the AIGF's potential to create new market opportunities, improve productivity, and increase the Union's global market share.
- **Exploitation:** The evaluation will assess the credibility and effectiveness of the measures proposed to maximize outcomes and impacts, including the exploitation plans. The evaluation will consider the clarity and coherence of the plans, the identification of target commercialization. users.
- **Long-term effects:** The evaluation will assess the potential of the AIGF to have wider long-term effects on the European AI ecosystem, society, economy, and science. The evaluation will consider the AIGF's potential to contribute to the development of the Union's AI skills and talent pool, its alignment with European/national AI strategies, and its potential to address societal challenges and promote economic growth.
- **Relevance:** The evaluation will assess how well the AIGF contributes to the development of the AI ecosystem and societal needs, by strengthening important initiatives and key actors, including the reinforcement of AI skills and the attraction and creation of a significant AI talent pool. The evaluation will consider the clarity and coherence of the problem definition, the identification of target stakeholders and users, and the proposed strategies for addressing the identified needs and challenges.
- **Ecosystem Integration and Synergies:** The evaluation will assess the quality and effectiveness of the proposed strategy to interconnect with existing EuroHPC AI Factories. The evaluation will consider the extent to which the AIGF convincingly demonstrates how it will leverage current infrastructure to foster operational synergies and seamlessly expand the federated European AI ecosystem.

ii. **EU Added Value, including contribution to strategic autonomy and technological sovereignty**

The evaluation criterion assesses the following elements:

- Evaluation of this criterion will focus on how strongly the proposal and plans enhance the EU's strategic autonomy and technological sovereignty across the IT value chain, and reduce long-term reliance on non-European technologies.
- Assessors will consider the level of integration of European technologies and R&I outcomes, the degree to which the AIGF strengthens a sovereign and resilient supply chain for AI compute, software and cloud stack, and data, and the safeguards ensuring that infrastructure, governance, and operations remain under EU jurisdiction and control, immune from unauthorised extraterritorial interference and access. This includes assessing the explicit assurances for full EU Data Residency for core operations and compliance with relevant EU Regulations such as the GDPR, the AI Act, the Data Governance Act, etc.
- To ensure distinct added value and operational synergies, the proposal's capacity to industrialise R&D results from EU and national programmes, and its complementarity with the existing EuroHPC ecosystem will be also assessed.
- The ambition for EU leadership on the global stage, as well as the inclusiveness of the AIGF across Member States, languages, and industrial sectors, will also contribute to

the overall score. Proposals demonstrating clear, credible, and quantifiable commitments in these areas will receive higher evaluations.

- *Assessment of the proposed software stack solutions and plans. Higher scores may be awarded to proposals that would develop and deploy a European-based and controlled software stack (cloud and AI) that will be integrating, as much as possible, open-source solutions either during Phase 1 or within year 4 after Operational Readiness (T0). The evaluation will consider the technical depth of the stack, and the extent to which it reduces dependencies on non-European technology providers.*
- *Quality and credibility of the approach to sovereign technical operations, ensuring that orchestration, system administration, and high-level management remain unequivocally under Union operational oversight, and that technical accountability for core operations (including maintenance and privileged access) is maintained within the EU and its Member States. The evaluation will specifically verify that these operations are performed within the territory of the Union by duly qualified personnel under the strict accountability of the Hosting Entity and/or the EU-Controlled AIGF Coordinator.*

3) Financial feasibility

The financial and economic viability of the proposal is a fundamental prerequisite for selection. As a private-driven Public-Private Partnership, a successful AIGF must demonstrate a clear path to long-term commercial self-sufficiency. While the core evaluation rigorously scrutinizes the firm commitments of the Phase 1 deployment, proposals will also be assessed on the credibility and robustness of their complete financial plan, which must go beyond the initial construction phase to ensure coverage of all long-term operational costs, technological upgrades, and potential expansion indicatively projected for Phase 2, focusing on the soundness and seriousness of these future plans.

The ultimate objective is to select projects that demonstrate a comprehensive concept towards becoming financially sustainable infrastructures, capable of operating, evolving, and remaining competitive in the long term without reliance on ongoing public operational subsidies.

This section is composed of three main criteria:

i. Investment Commitment of the AI Gigafactory Consortium

The evaluation criterion assesses the following elements:

- ***Clarity of financial structure:*** *A clear and well-justified description of the estimated total investment, the projected funding sources from private and repayable finance (e.g., equity, quasi-equity, senior/subordinated debt), the proposed overall capital structure, and the appropriateness of the debt-to-equity ratio. Tenderers must specify these for the firm Phase 1 deployment, and indicatively for the Phase 2 expansion (which will be evaluated for methodological soundness and credibility).*
- *The proposal must include a defensible estimation of the project's Weighted Average Cost of Capital (WACC). This estimation must be justified with a credible methodology, using market benchmarks from comparable publicly traded companies in the data centre, cloud, AI, and digital infrastructure sectors, and outlining the key assumptions for the cost of equity, cost of debt, and the target capital structure.*
- ***Strength of funding commitments:*** *The degree to which financial contributions from private partners (equity investors, industrial partners) are already secured or highly*

probable for Phase 1 (which will be the main focus of the financial commitment evaluation). This will be evidenced by signed contracts, binding letters of intent, term sheets, or other credible documentation from financial partners.

- **Strategy for securing remaining funds:** *A credible, well-defined, and actionable strategy for securing any remaining funding gap for Phase 1, alongside a serious and plausible plan for the Phase 2 expansion, including potential private investors, lenders, or other financial partners and outlining a realistic timeline and plan for engagement. This includes outlining any anticipated support required from the InvestAI Facility framework and the EIB Group (European Investment Bank³⁰ - e.g., direct loans; European Investment Fund - e.g., infrastructure funds, private equity), national promotional banks, or other public financial institutions.*

ii. **Quality and Financial Viability of the Proposed Business Model (including a comprehensive financial assessment to be carried out by the accredited financial entities).**

This criterion assesses the overall commercial logic, market understanding, financial projections, and long-term sustainability of the project across both phases. It is the core test of whether the AI Gigafactory can operate as a successful, market-oriented enterprise. A comprehensive financial assessment, conducted by an accredited financial entity, will be a central part of this evaluation. This criterion is broken down into three sub-criteria:

A. Business Model and Market Strategy

The evaluation criterion assesses the following elements:

- **Market Analysis:** *Depth and credibility of the analysis of the AI supercomputing market, including growth projections, key customer demand drivers, and the current and future competitive landscape.*
- **Target Customers and Services:** *Clarity in identifying potential target customers (by industry, sector, and geography), their anticipated use cases, and the primary services the AIGF will offer to meet their needs. Where necessary the rationale for geographic coverage and access priorities will be assessed. The evaluation will specifically assess the diversity of the projected customer base. If a proposal relies initially on a concentrated group of large anchor clients or specialised cloud providers to ensure early operational readiness and commercial viability, it must include a clear, proportionate, and time-bound strategy to progressively diversify its users. This strategy must demonstrate a credible pathway to reduce dependency on these initial anchor clients and expand access to a broader spectrum of stakeholders across the European AI ecosystem.*
- **Revenue Generation and Pricing:** *Robustness and credibility of the proposed outlined revenue and pricing models for the offered services for the different target customers, and a convincing demonstration of the project's mid- to long-term commercial viability and path to profitability.*

³⁰ For reference, the EIB appraisal methodology, that can be consulted by applicants on the following link: <https://www.eib.org/en/publications/20220169-the-economic-appraisal-of-investment-projects-at-the-eib.htm>

- **Secured Market Traction:** Evidence of early market engagement, such as Letters of Intent, Memoranda of Understanding, or pre-committed contracts from potential customers (including, to a reasonable extent, large commercial anchor clients, provided they are balanced by the aforementioned diversification strategy).

B. Financial Plan, TCO, and Budget Plausibility

The evaluation criterion assesses the following elements:

- **Budget Overview (CAPEX & OPEX):** Clarity and plausibility of the estimated budget, with a detailed breakdown of capital and operational expenditures for the firm Phase 1 deployment (subject to rigorous financial scrutiny), alongside the plausibility of the indicative projections for Phase 2. This includes a transparent calculation of the projected 5-year Total Cost of Ownership (TCO) for the initial infrastructure (the primary basis for the TCO evaluation), and a sound, credible indicative budget for Phase 2.
- **Unit Cost Derivation:** Assessors will evaluate the transparency and logic of the methodology used to derive the offered Competitive Prices, verifying its competitiveness against industry standards.
- **Internal Consistency (including financial-technical alignment) and Benchmarking:** The proposed budget will be assessed for its internal consistency (e.g., ensuring power and facility costs align with the declared compute scale) and benchmarked against market ranges for comparable large-scale data centre and AI deployments. The financial plan accurately should reflect the costs associated with the proposed technical and sustainability roadmaps, specifically ensuring that hardware refreshes, green and low carbon energy premiums, and efficiency savings are realistically budgeted. Any significant deviations and outliers must be justified with evidence.
- **Procurement Strategy:** Evidence of a competitive sourcing strategy, including the potential use of volume discounts or framework agreements.

C. Risk Management and Scalability

The evaluation criterion assesses the following elements:

- **Identification of Risks:** The **proposal** must include a thorough and credible analysis of the potential risks associated with the project across all key areas:
 - *Financial, Commercial, and potential Market Risks:* Major key success factors and key risks (e.g., cost overruns, revenue shortfalls, failure to secure full financing, price volatility, demand fluctuations, lower-than-expected demand, pricing pressure from competitors, and customer concentration risk/over-reliance on a limited number of initial off-takers).
 - *Technical Risks:* (e.g., technology obsolescence, integration challenges, performance shortfalls).
 - *Operational Risks:* (e.g., construction delays, supply chain disruptions, security breaches, energy supply instability).
 - *The TCO should include sensitivity analyses against key variables (e.g., energy price changes $\pm 20\%$, hardware lead-time delays, utilization variance).*

- **Credibility of Proposed Mitigation Measures:** The evaluation will assess the quality, credibility, and robustness of the proposed mitigation strategies for each of the identified risks. A strong proposal will demonstrate proactive planning and a clear understanding of the project's potential challenges (with strict emphasis on Phase 1 execution and credible foresight for Phase 2).
- **Scalability:** A clear, credible and cost-effective plan for future capacity growth in Phase 2 without disproportionate cost escalation.

4) X2: Evaluation of the scale and layer of service of the proposal

This criterion assesses the scale (AI computing capacity) and the layer of services of the proposed AIGF.

The evaluation of the scale of the AIGF is quantitative and based on the total compute capacity included in the proposal.

The evaluation of the layer of service of the proposal is qualitative and based on the fulfilment of the layers of service described in the relevant sections of this call.

The evaluation criterion assesses the following elements:

- *The evaluation of the scale of the AIGF will be based on the calculation of the total normalised number of state-of-the-art GPU/AI accelerators to be made operational through both Phase 1 and Phase 2, ensuring they meet the specific minimum expansion thresholds for the targeted Lot.*
- *Evaluators will verify the data provided by the applicant (e.g., deployment dates, GPU/AI accelerators normalisation, eligible sites) and validate the calculation for the total compute capacity.*
- *The evaluation of the layer of service of the AIGF will be based on the description of the stack of services offered to public users by the start of operation of the AIGF.*
- *Evaluators will verify the mapping of services across the service layers (L1+L2, L3) and assess whether the offered services to EU/MS is at least corresponding to them. Tenderers must also demonstrate alignment with the mandatory budgetary capacity allocation for their targeted Lot (50% L2 / 50% L3 for Lot 1; or 60% L2 / 40% L3 for Lot 2) for the first Specific Contract for this procurement.*

5) X3: Value for Money and Normalised L2 and L3 services Prices per hour per AI chip

This criterion assesses the cost-effectiveness and overall value for money of the public AI compute access time being procured. The evaluation of this criterion is quantitative and based on an objective calculation, as detailed in the previous sections of this call.

It is not an evaluation of the absolute lowest prices for Layer 2 (including Layer 1) and Layer 3 services per hour per AI chip, but rather the best price for a given level of performance.

The evaluation criterion assesses the following elements:

- *The evaluation will be based on the “Aggregated Normalised Price” value calculated for each proposal, as described in Section 9.3.2.2(b).*

- *Assessors will verify the data provided by the applicant for the initial quantities and technologies offered (e.g., the single price for each layer of services per hour per AI chip, Performance Benchmark Scores for each accelerator) and validate the calculation of this final normalized price.*
- *This single value, representing the cost per unit of performance, will then be used in a standard procurement formula to assign a score. The proposal offering the most economically advantageous tender, that is, the best balance of price and performance, will receive the highest score. The information provided must be fully consistent with the data presented in the Financial Plan and TCO.*

Note: For further details regarding the evaluation of multi-site and multi-country AIGF proposals, please refer to Annex 5.

14. SIGNATURE POLICY

Where a document needs to be signed, the signature must be either hand-written or, preferably, a qualified electronic signature (QES) as defined in [Regulation \(EU\) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market \(the eIDAS Regulation\)](#).

Tenderers are strongly encouraged to sign with a QES³¹ all documents requiring a signature and only exceptionally to sign such documents by hand as hand-written signatures lead to an additional administrative burden for both the tenderer and the contracting authority. The originals of any hand-signed documents (other than the contract) do not need to be submitted to the contracting authority but the tenderer must keep them for a period of five years starting from the notification of the outcome of the procedure or, where the tenderer has been awarded a contract resulting from this call for tenders and the contract has been signed, the payment of the balance.

All documents must be signed by the signatories (when they are individuals) or by their duly authorised representatives.

For the following documents, when signed by representatives, tenderers must provide evidence for the delegation of the authorisation to sign:

- The Declaration on Honour of the tenderer (in case of a joint tender – the Declarations on Honour of all group members);
- (in the case of a joint tender) the Agreement/Power(s) of attorney drawn up using the model attached in **Annex 1B**.

The delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the contracting authority can access on a national database free of charge does not need to be submitted if the contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

15. CONFIDENTIALITY OF TENDERS

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, bodies and agencies, 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 the contracting authority shall inform each tenderer who is not rejected and who make a request in writing of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of

³¹ See [here](#) how to apply a QES on a document exchanged with a European institution, body or agency.

the successful tender and its total financial offer amount³². 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 tender, technical or trade secrets³³.

- 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 is an overriding public interest in disclosure³⁴, 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.

³² For a call for tenders resulting in multiple framework contracts this information will be provided for all successful tenderers and tenders.

³³ 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](#).

³⁴ See Article 4 (2) of the [Regulation \(EC\) No 1049/2001 regarding public access to European Parliament, Council and Commission documents](#).

ANNEX 1
APPLICATION FORM

ANNEX 1A
DECLARATION OF HONOUR

**Declaration on honour on
exclusion criteria and selection criteria**

Procedure reference number:

Procedure title:

[Option 1 for legal persons]

The undersigned *[insert name and surname of the signatory of this form]*, representing the following legal person:

Full official name:

Official legal form

Statutory registration number:

Full official address:

VAT registration number:

Referred to below as **‘the person’**

[Option 2 for natural persons]

The undersigned *[insert name and surname of the signatory of this form]*, with ID or passport number *[insert number]*, representing himself or herself:

Referred to below as **‘the person’**

A. DECLARATION ON HONOUR ON EXCLUSION CRITERIA

The person is not required to fill in this Part A of the declaration (Declaration on honour on exclusion criteria) if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority³⁵, 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

³⁵ The same EU institution, agency, body or office.

I – SITUATIONS OF EXCLUSION CONCERNING THE PERSON

(to be filled in by all involved entities³⁶)

(1) declares that the 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 business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law;	☐	☐
(b) it has been established by a final judgment 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;	☐	☐
(c) it has been established by a final judgment 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 eligibility or selection criteria or in the implementation of the legal commitment;	☐	☐
(ii) entering into agreement with other persons or entities with the aim of distorting competition;	☐	☐
(iii) violating intellectual property rights;	☐	☐
(iv) unduly influencing or attempting to unduly influence the decision-making process to obtain Union funds by taking advantage, through misrepresentation, of a conflict of interests involving any financial actors or other persons referred to in Article 61(1) FR;	☐	☐
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	☐	☐
(vi) incitement to discrimination, hatred or violence against a group of persons or a member of a group or similar activities that are contrary to the values on which the Union is founded enshrined in Article 2 TEU, where such misconduct has an impact on the person's integrity which negatively affects or concretely risks affecting the performance of a contract or an agreement;	☐	☐

³⁶ An “involved entity” is each economic operator involved in the request to participate/tender. This includes the following four categories of economic operators:

- ✓ sole candidate/tenderer;
- ✓ group members (including group leader) in case of a joint request to participate/tender;
- ✓ identified subcontractors; and
- ✓ other entities (that are not subcontractors) on whose capacity the candidate/tenderer relies to fulfil the selection criteria.

(d) it has been established by a final judgment that the person is guilty of any 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;	☐	☐
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of 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, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;	☐	☐
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	☐	☐
(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;	☐	☐
(v) terrorist offences or offences related to terrorist activities as defined in Articles 3 to 12 of Directive (EU) 2017/541 of the European Parliament and of the Council, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 14 of that Directive;	☐	☐
(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;	☐	☐
(e) it has shown significant deficiencies in complying with main obligations in the implementation of a legal commitment 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 an authorising officer, the European Anti-Fraud Office (OLAF), the Court of Auditors or the European Public Prosecutor's Office (EPPO);	☐	☐
(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;	☐	☐
(g) it has been established by a final judgment or final administrative decision that the person has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations. including those related to working rights, employment and labour conditions, in the jurisdiction of its registered office, central administration or principal place of business;	☐	☐
(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 referred to in point (g);	☐	☐
(i) it has intentionally and without proper justification resisted an investigation, check or audit carried out by the contracting authority or its representative or auditor, OLAF, the EPPO, or the Court of Auditors. It shall be considered that	☐	☐

the person resists an investigation, check or audit when it carries out actions with the goal or effect of preventing, hindering or delaying the conduct of any of the activities needed to perform the investigation, check or audit. Such actions shall include, in particular, refusing to grant the necessary access to its premises or any other areas used for business purposes, concealing or refusing to disclose information or providing false information.		
(2) declares that, for the situations referred to in points (1) (c) to (1) (i) above, in the absence of a final judgment or a final administrative decision, the person is subject to facts and findings mentioned in Article 138 (3) FR and in particular:	YES ³⁷	NO
a) facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office in respect of those Member States participating in enhanced cooperation pursuant to Regulation (EU) 2017/1939, the Court of Auditors, 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;	☐	☐
b) non-final judgments or 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;	☐	☐
c) facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	☐	☐
d) information transmitted by Member States implementing Union funds, in particular facts and findings established in the context of a final judgment or final administrative decision at national level as to the presence of the exclusion situations referred to in points (c)(iv) or (d)	☐	☐
e) 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;	☐	☐
f) informed, by any means, that it is subject to an investigation by the European Anti-Fraud office (OLAF): either because it has been given the opportunity to comment on facts concerning it by OLAF, or it has been subject to on-the-spot checks by OLAF in the course of an investigation, or it has been notified of the opening, the closure or of any circumstance related to an investigation of the OLAF concerning it;	☐	☐
g) other similar situations.	☐	☐

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS

³⁷ If the answer is 'yes' to any of the questions, please provide any further details you consider appropriate.

**Not applicable when ‘the person’ is a natural person, a Member State or a local authority.
In all other cases to be filled in by all involved entities.**

(3) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the person, or who has powers of representation, decision or control with regard to the 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 defined by point 6 of Article 3 of Directive (EU) No 2015/849) is in one of the following situations:	YES	NO	N/A
Situation (1)(c) above (grave professional misconduct)	☐	☐	☐
Situation (1)(d) above (fraud, corruption or other criminal offence)	☐	☐	☐
Situation (1)(e) above (significant deficiencies in performance of a contract)	☐	☐	☐
Situation (1)(f) above (irregularity)	☐	☐	☐
Situation (1)(g) above (creation of an entity with the intent to circumvent legal obligations)	☐	☐	☐
Situation (1)(h) above (person created with the intent to circumvent legal obligations)	☐	☐	☐
Situation 1(i) above (intentionally and without proper justification resisted an investigation, check or audit)	☐	☐	☐

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

Not applicable when ‘the person’ is a natural person, a Member State, a local authority or legal persons with limited liability. In all other cases to be filled in by all involved entities.

(4) declares that a natural or legal person that assumes unlimited liability for the debts of the person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	☐	☐	☐
Situation (b) above (breach in payment of taxes or social security contributions)	☐	☐	☐

IV – OTHER GROUNDS FOR REJECTION FROM THIS PROCEDURE

(to be filled in individually by the sole candidate/tenderer or all members in case of a joint request to participate/tender)

(5) declares that the person:	YES	NO
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(a) 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.	☐	☐
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V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorising officer to determine whether such measures are sufficient to demonstrate 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.

Without prejudice to the assessment of the authorising officer responsible, the person or entity shall submit remedial measures that have been assessed by an external independent auditor or have been considered sufficient by a decision of a national or Union authority. The relevant documentary evidence, which illustrates the remedial measures taken and their assessment must be provided in annex to this declaration. Remedial measures do not apply for situations referred in Section I, point (1) (d) of this declaration.

VI – EVIDENCE ON EXCLUSION CRITERIA

The tender specifications set out in detail which involved entities must provide the appropriate evidence to prove that they are not in an exclusion situation referred to in (1) and when the evidence needs to be provided.

The following evidence could serve as evidence:

- For situations described in points (1): (a), (c), (d), (f), (g) and (h) above, a recent extract from the judicial record 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 situations described in point (1) (a), (b), recent certificates issued by the competent authorities of the the country of establishment. 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 of establishment, 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 authority³⁸. 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>	

³⁸ The same EU institution, agency, body or office.

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

B. DECLARATION ON HONOUR ON SELECTION CRITERIA

In case of a procedure with lots the statements in this part B apply to the lot(s) for which the request to participate/tender is submitted.

I – SELECTION CRITERIA

Selection criteria applicable to the candidate/tenderer as a whole - consolidated assessment

(to be filled in ONLY by the sole candidate/tenderer or the group leader in case of a joint request to participate/tender)

The person, being a sole candidate/tenderer/the group leader of a joint request to participate/tender, submitting a request to participate/tender for the above procedure:

(6) declares that the candidate/tenderer, including all members of the group in case of a joint request to participate/tender, subcontractors and entities on whose capacity the candidate/tenderer intends to rely if applicable:	YES	NO
(a) fulfil(s) all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	☐	☐

Selection criteria applicable individually to the involved entities - individual assessment

(to be filled in individually by the involved entities to whom selection criteria apply individually according to the tender specifications)

The person, being a sole candidate/tenderer/a member of a joint request to participate/tender/a subcontractor, submitting/participating in a request to participate/tender for the above procedure:

(7) declares that the person complies with the selection criteria applicable to it individually:	YES	NO	N/A
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ANNEX 1B
AGREEMENT / POWER OF ATTORNEY

Call for tenders XXX/XX/XX/20XY/XYZ - **[Lot X]**

[TITLE OF THE PROCEDURE]

AGREEMENT/POWER OF ATTORNEY

The undersigned:

[- Signatory 1 (Name, Function, Legal entity name, Registered address, VAT Number)]

- Signatory 2 (Name, Function, Legal entity name, Registered address, VAT Number)

- ...

- Signatory N (Name, Function, Legal entity name, Registered address, VAT Number)]

having the legal capacity required to act on behalf of the entities they represent,

HEREBY AGREE TO THE FOLLOWING:

- 1) To submit a joint tender (the tender) as members of a group of tenderers (the group), constituted by ***[Insert names of Legal entity 1, Legal entity 2, ... Legal entity N – the name of the group leader must be included here!]*** (the group members), and led by ***[Insert name of Legal entity 1]*** (the group leader), in accordance with the conditions of the procurement documents and the terms of the tender to which this Agreement/Power of attorney is attached.
- 2) If the contracting authority awards a contract resulting from this call for tenders (the contract) to the group on the basis of the tender to which this Agreement/Power of attorney is attached, all group members (including the group leader) shall be considered parties to the contract in accordance with the following conditions:
 - (a) All group members (including the group leader) shall be jointly and severally liable towards the contracting authority for the performance of the contract.
 - (b) All group members (including the group leader) 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 indicated in the contract.
- 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 its own behalf and on behalf of the other group members and indicate in the "Contact Person" section in eSubmission the name and e-mail address of an individual as a 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, [specific contracts] and amendments thereto — and shall warrant the submission of 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 coordinate the delivery of the services and/or supplies by the group to the contracting authority, and shall see to a proper administration of the contract.

This Agreement/Power of attorney may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

Any modification to the present Agreement/Power of attorney shall be subject to the contracting authority's express approval. This Agreement/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.

Name
Function
Name of the legal entity

Name
Function
Name of the legal entity

signature[s]: _____

signature[s]: _____

Done at, **on**

Done at, **on**

Name
Function
Name of the legal entity

Name
Function
Name of the legal entity

signature[s]: _____

signature[s]: _____

Done at, **on**

Done at, **on**

ANNEX 1C
LIST OF IDENTIFIED SUBCONTRACTORS

List of identified subcontractors and proportion of subcontracting

Identification details	Roles/tasks during contract execution	Proportion of subcontracting (% of contract volume)
<i>[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]</i>		
<i>[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]</i>		
<i>[REPEAT AS MANY TIMES AS THE NUMBER OF IDENTIFIED SUBCONTRACTORS]</i>		
Other subcontractors that do not need to be identified under Section 2.4.2³⁹		
TOTAL % of subcontracting		0,00%

³⁹ For this category of subcontractors, please provide in a general manner their intended roles/tasks during contract execution, as well as the aggregated % of contract volume for all non-identified subcontractors.

ANNEX 1D
(MODEL) COMMITMENT LETTER BY AN IDENTIFIED SUBCONTRACTOR

[Letterhead, if any]

Euro HPC Joint Undertaking

Call for tenders Ref. [reference number]

Attn:

[Insert date]

Commitment letter by identified subcontractor

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of **[insert name of the entity]**, hereby confirm that the latter agrees to participate as subcontractor in the tender of **[insert name of the tenderer]** for the call for tenders **[insert reference number]** – **[insert title of procedure]** [Lot **[insert lot number]**].

In the event that the tender of the aforementioned tenderer is successful, **[insert name of the subcontractor]** commits itself to make available the resources necessary for performance of the contract as a subcontractor and to carry out the services that will be subcontracted to it in compliance with the terms of the contract. It further declares that it is not subject to conflicting interests, which may negatively affect the contract performance, and that it accepts the terms of the procurement documents for the above call for tenders, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

ANNEX 1E

(MODEL) COMMITMENT LETTER BY AN ENTITY ON WHOSE CAPACITIES ARE BEING RELIED

[Letterhead, if any]

EuroHPC JU

Call for tenders Ref. [reference number]

Attn:

[Insert date]

Commitment letter by an entity on whose capacity is being relied

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of [insert name of the entity], hereby confirm that the latter **authorises the [insert name of the tenderer] to rely on its [financial and economic capacity] [technical and professional capacity] in order to meet the minimum levels** required for the call for tenders [insert reference number] – [insert title of procedure] [Lot [insert lot number]].

In the event that the tender of the aforementioned tenderer is successful, [insert name of the entity] commits itself to make available the resources necessary for performance of the contract. It further declares that it is not subject to conflicting interests which may negatively affect the contract performance, and that it accepts the terms of the procurement documents for the above call for tenders, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

ANNEX 1F

OWNERSHIP CONTROL DECLARATION

(To be filled in by the AIGF Coordinator as part of the tender).

For detailed explanations about the ownership control assessment procedure, see the Guidance provided in Annex 1F(a)

 The information should reflect the situation at the moment you sign this declaration. Please be aware that additional information or clarifications may also be requested later on, in case there are open questions about your ownership/control status.

 Please note that the information in this declaration may be reused in case you apply to other EU calls that have ownership/control restrictions.

DECLARATION ON OWNERSHIP AND CONTROL	
Project	
Name of the project:	[project title] — [acronym]
Participant	
Legal name:	
PIC:	
Legal registration number:	
Place of establishment: (country of registration; full address)	
Headquarters	
Location of global headquarters/head office: (full address)	
Location of the executive management structure: (if different from the location of global headquarters/head office; full address) <i>'Executive management structure' means a body appointed in accordance with national law, and, where applicable, reporting to the chief executive officer, which is empowered to establish the strategy, objectives and overall direction, and who oversees and monitors management decision-making.</i>	
Listed, subsidiary or controlled	
Supporting documents (to be provided on request): report/minutes of the last three shareholders meetings, for each of the listed companies.	
Are you listed on a stock exchange?	Yes/No
Are you a subsidiary of a listed company?	Yes/No
Are you controlled by a listed company?	Yes/No
If the reply is YES to any of these three questions, please provide:	
Which stock exchange?	
Legal name of the listed company:	
Share of the float in the total outstanding shares: <i>'Floating stock' is the result of subtracting closely-held shares from the total number of issued shares. It represents the portion available for unrestricted trade on a regulated stock market.</i>	

Ownership structure and specific rights

In the table below, detail any owners that:

- detain, directly or indirectly, at least 5% in the capital or at least 5% of the voting rights, including through any content, understanding, relationship^[1] or/and intermediary
- have one or more of the following specific rights in relation to their ownership:
 - right to veto a transfer of shares
 - pre-emption rights
 - right to purchase additional shares or investment subject to conditions
 - right to sell shares (only for owners that are not established in eligible countries (i.e. legal entity) or do not have the nationality of one of the eligible countries (i.e. individual) and holding more than 5% of the voting rights).

Supporting documents (to be provided on request):

- commercial registry extracts, shareholders book or a declaration signed by the legal representative of the organisation and any other relevant document containing clear mention of the shareholders and their percentage of interest/voting rights
- shareholders' agreement, memorandum of understanding among shareholders, statutes, articles of association or other relevant documents regarding the decision-making procedures within the legal entity, investment agreements between the shareholders, etc
- If there are legal persons as shareholders^[2], please provide also a graph describing the different ownership layers/chain of control until the ultimate owners.

 The supporting documents must show the complete ownership structure, for the entity and all its layers of ownership, up to the ultimate owners and should reflect the situation at the moment you sign this declaration.

^[1] This includes voting agreements between shareholders that would together have more than 5% of the voting rights or 5% of the capital.

^[2] Detaining at least 5% in the capital or at least 5% of the voting rights.

Owner name	Country of establishment/ or nationality	How is the ownership/control held		Specific rights attached to shares
		by share [%]	by voting right [%]	

Corporate governance

Describe briefly:

- the decision-making bodies, their composition as well as their nationality or place of establishment (where applicable)
- the rules regarding election, appointment, nomination or tenure of members of the decision-making bodies or other management positions
- the decision-making procedures, including information regarding the required majority and/or quorum needed for decisions.

Supporting documents (to be provided on request): documents establishing/describing the decision-making bodies, rules regarding election, appointment, nomination or tenure, decision-making procedures within the legal entity (e.g. articles of association bylaws, reports on corporate governance, etc)

You can refer to specific sections of your supporting documents.

 The same documents and information should be provided for each intermediate legal entity holding directly or indirectly 5% or more of the capital or voting rights, up to the ultimate owners of all the layers involved.

Insert text

Control

Commercial links conferring control

List individuals or legal entities with whom you (or your owners, including intermediate layers until the ultimate owners) have a commercial relationship that (1) leads to a similar level of control on management and resources as the ownership of shares or assets and (2) is of very long duration (e.g. very important long-term supply agreements or credits provided by suppliers/customers, coupled with structural links).

Supporting documents (to be provided on request): cooperation agreements with the customer or supplier, etc

Name	Country of establishment/ or nationality	Commercial link type (Supplier, customer, etc...)	Indicative amount

Financial links conferring control

List individuals or legal entities (including controlling shareholders/owners) from whom you (or your owners) are financially dependent in a way that could allow them to obtain concessions in strategic business areas.

Supporting documents (to be provided on request): loan documents, by-laws, documents showing the link; etc

Name	Country of establishment/ or nationality	Financial link type	Indicative amount

Other sources of control

Indicate if there is any other mean, process or link ultimately conferring control to another country entity (similar level of control on management and resources as the ownership of shares or assets and of long duration).

Supporting documents (to be provided on request): documents showing the control

Insert text

☐ **DECLARATION (EU-controlled)**

We hereby confirm that:

- 1) our organisation is **EU-controlled**
- 2) the present declaration is true and sincere
- 3) the information regarding ownership and control is accurate and reliable
- 4) to the best of our knowledge, there are no other arrangements or coordination between shareholders from non-EU countries that would together exercise control
- 5) to the best of our knowledge, there are no other financial or commercial links with non-EU countries/non-EU entities conferring control
- 6) we are aware that false declarations may lead to proposal rejection/grant termination and to administrative sanctions under Articles 137 to 148 of the [EU Financial Regulation 2024/2509](#).

☐ **DECLARATION (non-EU controlled)**

We hereby confirm that:

- 1) our organisation is **subject to control** by a non-EU country/non-EU entities/non-EU nationals
- 2) the present declaration is true and sincere
- 3) the information regarding ownership and control is accurate and reliable
- 4) if needed, we will provide guarantees to prove compliance with the requirements set out in the call conditions.

Non-EU countries:	[insert names of non-EU countries]
-------------------	------------------------------------

Are all non-EU countries eligible for participation in the call?	☐ Yes
	☐ No

☐ **DECLARATION (no change)**

We hereby confirm that:	
1) there has been no change in our organisation's ownership and control situation compared to the last ownership control declaration/assessment procedure by the EU services 2) the present declaration is true and sincere 3) if needed, we will provide guarantees to prove compliance with the requirements set out in the call conditions.	
Last declaration/assessment:	[mm/YYYY (date of request of supporting documents by the EU services)]
Project name and acronym for which the last control assessment was done:	[project title] — [acronym]
SIGNATURE OF THE AUTHORISED PERSON	
Name and function:	[name NAME], [function]
Date of signature:	[date]
Signature and stamp:	[signature and stamp]

ANNEX 1F(A)
GUIDANCE: PARTICIPATION IN EU CALL WITH OWNERSHIP AND CONTROL RESTRICTIONS

IMPORTANT NOTICE

This guidance is designed to help tenderers that wish to apply in EU call providing for ownership control restrictions.

It explains the requirements to be fulfilled by the applicants, and in particular, the ownership control assessment procedure that will be conducted to determine control.

It gives details on how EU services intend to apply the relevant criteria to determine eligibility.

This guidance was prepared by and expresses the views of the EU services and does not commit the European Commission. Only the Court of Justice of the European Union is competent to authoritatively interpret Union law.

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1. BACKGROUND

Since the beginning of the Multiannual Financial Framework (MFF) 2021-2027, some basic acts (*Horizon Europe (HE)*⁴⁰, *Digital Europe Programme (DEP)*⁴¹, *European Defence Fund (EDF)*⁴², *Instrument on supporting ammunition production (ASAP)*⁴³ and the *Connecting Europe Facility — Digital Sector (CEF-Digital)*⁴⁴) specifically allow EU granting authorities to impose ownership control restrictions for participating entities in calls where this is necessary to protect EU interests (*strategic interests, security interests, security and defence interests, security interests of the EU and its Member States, etc*)⁴⁵ <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:32021R0697>).

In addition, since September 2024, Article 136 of the EU [Financial Regulation](#)⁴⁶ extends the possibility to introduce ownership control restrictions also to other EU programmes in award procedures that affect security or public order, to protect security or public order interests, in particular concerning strategic assets and interests of the EU or its Member States, including the protection of the integrity of digital infrastructure, communication and information systems and related supply chains. Where EU calls provide for such restrictions, this usually means that either:

- only entities controlled from EU Member States and specified eligible non-EU countries may participate

OR that

- entities controlled from countries which are not EU Member States or specified eligible non-EU countries may NOT participate.

Thus, in such calls, entities that would normally be eligible will be ineligible, unless they comply with *additional* conditions regarding their ownership control situation.

For these calls, the EU services will therefore verify the ownership control status of the tenderers.

The present document is intended to provide guidance to applicants on how the ownership control restrictions and the assessment procedures will be handled in practice.

⁴⁰ Regulation (EU) [2021/695](#) of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination (OJ L 170, 12.5.2021, p. 1).

⁴¹ Regulation (EU) [2021/694](#) of the European Parliament and of the Council of 29 April 2021 establishing the Digital Europe Programme (OJ L 166, 11.5.2021, p. 1).

⁴² Regulation (EU) [2021/697](#) of the European Parliament and of the Council of 29 April 2021 establishing the European Defence Fund and repealing Regulation (EU) 2018/1092 (OJ L 170, 12.5.2021).

⁴³ Regulation (EU) [2023/1525](#) of the European Parliament and of the Council of 20 July 2023 on supporting ammunition production (ASAP) (OJ L 185, 24.7.2023).

⁴⁴ Regulation (EU) [2021/1153](#) of the European Parliament and of the Council of 7 July 2021 establishing the Connecting Europe Facility (OJ L 249, 14.7.2021, p. 38).

⁴⁵ See art 22(5) HE Regulation, art 12(5,6) DEP Regulation, art 9(3,4) EDF Regulation, art 10(1,2) ASAP Regulation, art 11(4) CEF Regulation.

⁴⁶ Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) ('EU Financial Regulation') (OJ L, 2024/2509, 26.9.2024).

⚠ Please be aware that ownership control conditions must be fulfilled already at tender submission stage (call deadline); changes that occur later on during evaluation or grant preparation will NOT be taken into account — unless agreed by the contracting authority.

⚠ Moreover, the status must remain the same throughout the project implementation. Any changes that impact the eligibility to participate during an ongoing contract (*e.g. from 'EU controlled' to 'non-EU controlled'*) must be immediately notified to the contracting authority.

2. WHICH TYPES OF TENDERERS ARE TARGETED?

Ownership control restrictions cover in principle entities participating in any capacity (as contractor, subcontractor or entities on whose capacity is being relied).

The precise scope of tenderers and checks will be set out in the tendering documents.

The ownership control assessment check will permit to establish eligibility at the latest before any contracts are signed.

In addition, contractors must ensure that other group members, subcontractors and entities whose capacity is being relied follow the provisions in the contract and call documents.

Entities which, according to the call conditions, are subject to EU checks must register in the Portal Participant Register (i.e. have at least a draft ('declared') participant identification code (PIC); validation is not needed at this stage). They will be required to fill in and submit an ownership control declaration* as part of the tender and then later on, be requested to submit supporting documents.

Afterwards, the contractor must ensure that they continue to comply with the requirements during the contract implementation.

3. WHEN WILL AN ENTITY BE CONSIDERED NON-EU CONTROLLED?

3.1 HOW IS CONTROL DEFINED

'Control' is defined as the possibility to exercise decisive influence on the tenderer, directly or indirectly, through one or more intermediate entities, 'de jure' or 'de facto'. ⚠ The fact that no influence is actually exercised is not relevant, as long as the possibility exists.

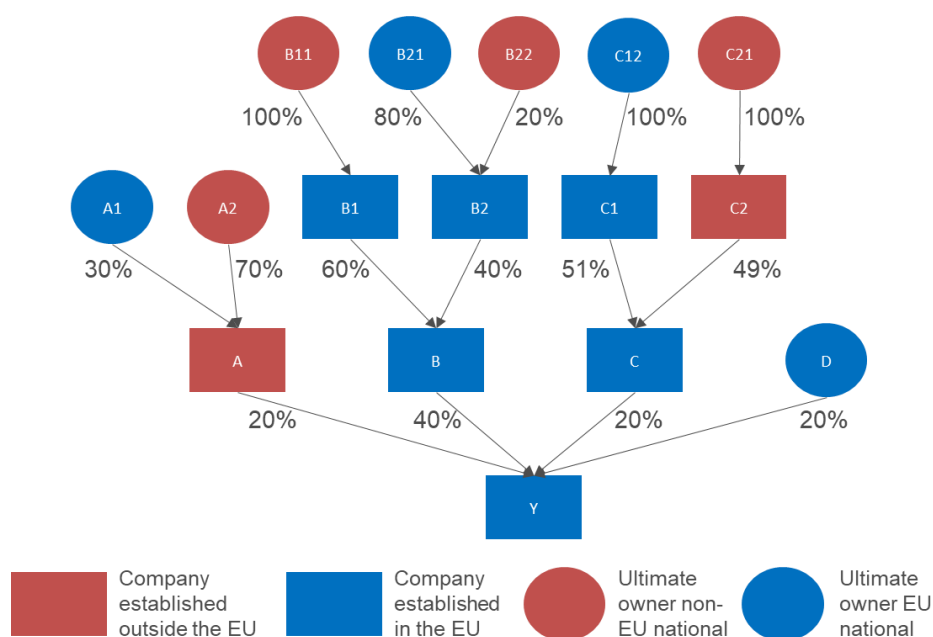
For ownership control restrictions, a tenderer will be considered to be 'non-EU controlled' when a shareholder/partner/member/owner⁹ who is a non-EU country/non-EU entity/non-EU national — at any level in the chain of control. (including intermediate layers) — has the possibility ('de jure' or 'de facto') to exercise decisive influence on the entity concerned, notably in relation to its strategic business decisions (such as appointment and removal of senior management, decisions regarding budget, investment business plans, market-specific decisions, etc). The control analysis will examine all ownership layers until the ultimate owners, with complete ownership mapping to identify possible exposure to non-EU influence at any ownership layer and to determine all non-EU countries of control (comprehensive risk-profile). If there is clear evidence of non-EU control at any ownership layer (intermediate and/or ultimate), the participant will be qualified as non-EU controlled.

Example (chain of control):

Company Y is the tenderer and it is assumed for simplification⁴⁷ that all shares have the same voting rights and that decisions are taken by simple majority.

Company B, established in an EU country, is controlled by another company B1 established in an EU country, which can adopt decisions in B as it owns 60% of the shares. However, the control of B1 is in the hands of a non-EU national (B11), and therefore, the B is non-EU controlled.

In company Y, even if 80% of the shares are directly held by two companies established in an EU country and by an EU national, when looking at the control of the intermediate layers up to the ultimate owners, in the end 60% of the shares are controlled by non-EU shareholders (20% corresponding to company A, and 40% to company B), and therefore non-EU ultimate owners can adopt strategic decisions.



3.2 HOW IS CONTROL ASSESSED

The assessment will take into account all kinds of situations that may confer ‘de jure’ or ‘de facto’ control, including sole control and joint control.

‘Sole control’ is acquired if one shareholder/partner/member/owner alone can exercise decisive influence over an entity. The most typical situations are:

- through the holding of the majority of voting rights required for the approval of strategic decisions in the entity
- through veto rights on strategic decisions, which do not give the power to a shareholder to impose such decisions on its own, but to block them (so-called ‘negative control’)

In the case of sole control through veto rights, and contrary to the joint control (*see below*), there are no other shareholders enjoying the same level of influence and the shareholder enjoying negative sole control does not necessarily have to cooperate with specific other shareholders to determine the strategic behaviour of the controlled entity

⁴⁷ When conducting the assessment, it will be checked which are the majorities needed, the quorums requested, if there are different voting rights attached to the shares, the veto rights that minority shareholder can have, etc

- through casting vote, where this right is deemed as being effective and relevant to confer control
- when a shareholder is highly likely to achieve a majority at the shareholders' meetings, given the level of its shareholding and the evidence resulting from the presence of shareholders in the shareholders' meetings in previous years.

‘Joint control’ is acquired if two or more shareholders/partners/members/owners have the possibility to exercise decisive influence over an entity.

The most typical situations are:

- through veto rights, given to two or more shareholders, on strategic decisions which determine the business behaviour of the entity (so-called ‘negative control’)
- through equal voting rights *e.g.* 50%:50%⁴⁸ or unanimity required for the taking of strategic decisions
- through entitlement to appoint an equal number of members to the decision-making bodies *and* absence of casting vote for one shareholder or when the casting vote is of limited relevance and effectiveness.

 In cases of several minority shareholders and no stable majority in the decision-making process⁴⁹, the possibility of changing coalitions between minority shareholders (i.e. shifting majorities) will not in principle constitute joint control (even if they may in certain cases still lead to ‘non-EU control’, see ‘no control/shifting majorities’ specific case below, section 3.3).

 In case of cross-shareholdings⁵⁰, the possibility of control by several shareholders related through capital, structural, economic or family links will be carefully analysed.⁵¹

The assessment will be done on a case-by-case basis, looking at the relevant legal and factual elements in each case.

‘De jure’ influence will be looked at by analysing the legal set-up, governance rules and specific rights; ‘de facto’ influence will be judged by looking at the decision-taking reality of the entity (including, commonalities of interests, voting habits, etc).

The assessment will start with the submitted ownership control declaration and then go into supporting documents concerning the ownership and control situation at the different layers, such as:

- documents showing direct and indirect shareholders/members/partners/owners as well as information on place of establishment
- statutes, articles of association, shareholders/members/partners/owners’ agreements and documents providing information on (special) rights attached to shares
- reports/minutes of shareholders/members/partners/owners’ meetings

⁴⁸ Pertinent to shareholders enjoying the same level of influence and who must cooperate and reach a common agreement in determining the entity’s strategic behaviour.

⁴⁹ For example: 3 direct shareholders (Companies A, B and C) holding 33% each and simple quorums and majorities are required for approval of strategic decisions. The majority can be reached by any of the various combinations possible amongst the three shareholders.

⁵⁰ Through a group of linked companies/same family member/investment funds controlled by the same general partner, etc.

⁵¹ For example: 3 direct shareholders (Companies A, B and C) holding 33% each and simple quorums and majorities are required for approval of strategic decisions; Company A and B are wholly owned by the same non-EU natural person, who will indirectly hold 66% of the total voting rights and thus having ultimate control.

- ID documents proving the nationality of natural persons identified as the ultimate owners, etc.

 Public bodies (validated as such in the Funding & Tenders Portal Participant Register) will automatically be considered as controlled by their country; NO need for a detailed case-by-case assessment for them.

3.3 WHAT ELEMENTS WILL BE TAKEN INTO ACCOUNT TO DETERMINE CONTROL

For the case-by-case assessment, the following elements will be taken into account to determine control:

- ownership structure and specific rights
- corporate governance
- commercial links conferring control
- financial links conferring control
- other sources of control.

Ownership structure and specific rights

The ownership structure will be analysed to establish which countries, entities or natural persons have decisive influence on the participant, notably with regard to the strategic business decisions.

In this context, if the tenderer is directly and fully owned by natural persons, the nationality of these natural persons will be a key element of assessment, i.e.:

- if all the owners are nationals of EU Member States and there are no commercial or other links that could confer control on other persons or entities, further assessment may not be necessary
- if some of the owners are individuals with non-EU nationality, their ability to exercise control has to be further assessed.

If several ownership layers exist between the participant and its ultimate owners:

- ownership and control will be identified at each layer, and at each layer the existence of a controlling non-EU country/non-EU entity/non-EU national has to be assessed
- tenderers will be asked to demonstrate to the extent possible that, all along the chain of control until the ultimate owners, there is no control by a non-EU country/non-EU entity/non-EU national
- if shareholding is widely spread, and one or several non-EU shareholders are the largest shareholders (even if their participating interest may look insignificant), a detailed control assessment must be conducted
- ultimate owners with 5% (or more) of the shares/voting rights must be identified (upon request even shareholders with less than 5%).

The following specific cases can be distinguished:

❖ **Listed companies** — If the tenderer is a company listed in the stock exchange, a subsidiary of a listed company or is controlled by a listed company, control will in principle be assessed in the same way as described above. Where the participant has a substantial number of shares that are floating (shares on regulated stock markets), the emphasis will be on:

- the bodies entrusted with the adoption of strategic decisions

- the decisions that are taken at the general meeting of shareholders and the quorum required (participation and majority)
- the decisions that are taken in other management bodies (*such as Executive Board, Supervisory Board, Board of Directors, Advisory Boards, CEO*) and the quorum required (participation and majority)
- the appointment of management bodies and the possibilities of the largest shareholders to appoint them
- veto rights or multiple voting shares (*e.g. golden shares*), if any.

❖ **Not all ultimate owners can be identified** — If not all the ultimate owners can be identified (*e.g. listed companies with important floats*), the tenderer will be asked to demonstrate that under the applicable national law unknown shareholders cannot (alone or in concert) exercise decisive influence, and must confirm that there is no shareholders agreement to act in coalition.

❖ **No control/shifting majorities** — In order to fully address the risk context of restricted calls, where the assessment is inconclusive regarding control (because no shareholder/partner/member/owner has the possibility to exercise decisive influence because the majorities required to pass strategic decisions are shifting), tenderers will be considered ‘non-EU controlled’ if the ownership mapping shows significant elements of non-EU influence (*e.g. place of establishment and/or nationality of the majority of shareholders/partners/members/owners, etc*).

❖ **Negative control by EU shareholder(s) and non-EU influence on strategic matters** — In order to fully address the risk context of restricted calls, in situations where both EU and non-EU shareholders are involved, control through veto or blocking rights by EU shareholder(s) (negative control) is not sufficient as such to exclude influence by non-EU shareholders on strategic decisions. In these cases, it is therefore essential to thoroughly examine the quorum and majority requirements for strategic decisions, and a participant will be considered ‘non-EU controlled’ if non-EU shareholders have the possibility to influence/block strategic decisions, (even if it is the EU shareholder(s) who have negative control).

❖ **Specific rights** — Concerning specific rights, some examples of owners’ rights may deserve closer scrutiny in terms of control:

- right to veto a transfer of shares
- some forms of pre-emption rights (right given to an existing shareholder to be the first option in case other shareholders want to sell their shares)
- specific rights to sell shares, purchase additional shares or conditions imposed for the investment in the participant

if they lead to a situation where a non-EU country/non-EU entity/non-EU national controls the participant.

❖ **Natural persons** — For natural persons, the analysis will be based on proof of nationality only. We will not look into other factors, such as place of residence, economic activity, centre of interests, etc. Natural persons with dual nationality (EU and non-EU) will be considered as EU nationals. Moreover, the checks are in principle only on (ultimate) owners of the participant entity; nationality of other individuals (*e.g. individuals involved in governance bodies*) is normally NOT relevant and will NOT be checked, — unless the nationality of the members of the governance bodies is an essential element for the analysis (*which may, for instance, be the case for foundations or similar legal forms that do not have shareholders/owners and where the members of the governance bodies effectively appoint their successors, etc*).

For the analysis of the ownership structure and specific rights criterion, supporting documents and information on the following elements will be requested:

- proof of the direct and indirect shareholders/members/partners/owners⁵² and their respective percentage of interest and voting rights, as well as information on their place of establishment (in case of legal entities), for instance: *shareholder/member/partner registries/book of shareholders with the exact distribution of shares/voting rights; commercial registry extracts; articles of association/incorporation documents/memorandum of association, etc*
- information on the rights attached to the shares detained: number of votes per share, right to veto or block decisions, consent or pre-approval on decisions or multiple voting shares (*e.g. golden shares*), etc
- copy of ID card or passport of the ultimate owner(s) proving the nationality of the natural persons detaining at least 5% of the capital or voting rights in the entity.

Corporate governance

The corporate governance will be examined to establish whether strategic decisions may be influenced, actively (through an action) or passively (by not exercising rights, *e.g. abstention*), by an owner who is a non-EU country/non-EU entity/non-EU national.

Examples (strategic business decisions): Strategic business decisions are the appointment or removal of senior management; adoption of the budget; adoption of the business plan; decisions on major essential investments (level, amount, to what extent they are essential to market operations); decisions on market-specific rights (IP rights, technology transfer/licensing); decisions on extension or acceptance of financial instruments like guarantees or loans; decisions on contracts, business transactions with persons affiliated to the legal entity or one of the shareholders; decisions on asset acquisitions.

 **ONLY** appointment/removal of senior management and budget approval/adoption can confer control on their own. All other decisions, have to be considered in the overall assessment based on the specificities of the activity/business of the entity and their weight in the overall business.

The assessment will identify at which governance level (by which bodies) the strategic

business decisions are taken, the decision-making procedures (including majorities and quorum requirements, voting rules and prerogatives accorded to other bodies, if any) and the nature of decisions taken.

For this, the following types of checks may be needed:

- identification of the governing bodies in charge of strategic decisions (*e.g. General Assembly/Board of Directors/Supervisory Board/Management Board, etc*)
- check if different classes of shares exist and the rights attached to each class of shares. If having the right to vote at the General Assembly is attached to the shares, check of the number of votes attached.
- check on how the members of the governing bodies in charge of strategic decisions are appointed, i.e.:
 - what are the quorums and majorities required
 - if the members of the governing bodies are appointed by particular shareholder(s) following specific nomination rules or requiring the approval of particular shareholder(s)

⁵² Ultimate owners are always natural persons (except in case of public entities) who ultimately control the entity.

- check of the voting rights given to each member of the governing bodies (representing any particular shareholder(s))
- check on quorums and majorities required for taking strategic decisions and whether some decisions require pre-consent/approval by certain shareholder(s)/shareholder's representative(s) in any of the governing bodies
- identification of the shareholder(s) with possibility to exercise decisive influence.

The following specific cases deserve particular attention:

❖ **Supermajority/qualified majority** — If the legal documents (*statutes, shareholder agreements, investor agreements, deeds, internal governance rules and regulations, etc*) require a supermajority for strategic decisions (*e.g. 2/3, >66%, >75%*), shareholders having a simple majority of the voting rights (*i.e. >50% but < the supermajority %*) may not have the power to determine strategic decisions alone, but their shareholding may be sufficient to confer to them blocking rights and therefore the power of control⁵³.

Similar situations of control may happen in cases where:

- one shareholder holds 50% of the entity's voting rights, whereas the remaining 50% are held by several other shareholders not acting in concert⁵⁴
- the required supermajority for strategic decisions confers a veto right upon one shareholder, irrespective of whether it is a majority or a minority one.⁵⁵

❖ **Minority shareholders with specific rights** — Control may occur in situations where a minority shareholder is having specific rights, such as the power to appoint more than half of the governing bodies members taking strategic decisions or the right to manage the activities of the entity and to determine its business strategy on the basis of the entity's organisational structure (*e.g. as a general partner in a limited partnership*).

❖ **Listed companies** — When there is a substantial number of shares that are floating (shares on regulated stock markets), an analysis of the voting patterns in shareholders' meetings may be needed. For this, attendance lists and minutes from General Assembly meetings can provide important information on effective decision-making in the entity, based on presence and voting behaviour, number of votes for and against per decision, geographical distribution of shareholders, etc. Analysis of the voting pattern can help to identify whether a particular (albeit minority) shareholder represents the majority of the capital over several meetings.

❖ **Nominee, investment funds, trust or other institutional investment instrument/arrangement holding the shares** — In case of shareholders which are nominees, investment funds, trusts or other institutional investment instruments (or arrangements), the analysis will focus on the agreements/arrangements committing the nominee, fund, trust or other investment structure, their objective and decision-making powers.

❖ **Associations, unions, alliances and similar collective structures** — For entities that do not have

⁵³ For example: shareholder A holds 60% and the remaining 40% are held by 4 shareholders with 10% each. Strategic decisions are approved with supermajority of >75%. In such case shareholder A is the only one that may block the decisions, because without his approval the supermajority cannot be achieved, whereas the remaining 15% may be reached by a combination of the votes of any of the other 4 shareholders

⁵⁴ Similar as for the supermajority, even if the shareholder does not hold a majority of the voting rights, he can still block strategic decisions because without his approval simple majority cannot be achieved.

⁵⁵ For example: decisions are approved by a supermajority of 66% that cannot be reached by or blocked by a particular shareholder, but always require the affirmative vote of a particular shareholder, provided that no other shareholder has the same level of influence.

shareholders/owners but are composed of members, who may fall in different categories (*e.g. founding members, ordinary members, honorary members, golden/silver members, etc*), the analysis will focus on identifying the number of voting rights per member, as well as the voting members' countries of establishment (if legal persons) or nationalities (if natural persons) and the **governing bodies and decision-taking modalities**. Usually, in such collective structures, the members have equal voting rights (*1 member = 1 vote*) regardless of the amount of their contributions; however, in some cases, the voting rights may depend on other criteria *e.g. number of employees, contribution, role of the members, etc*.

For the analysis of the corporate governance criterion, supporting documents and information on the following elements will be requested:

- description of the decision-making bodies and their composition as well as the nature of the decisions taken by each body
- relevant rules regarding election, appointment, nomination or tenure of members of the decision-making bodies
- decision-making procedures related to strategic decisions, including quorum requirements and voting rules.

This may be covered for instance by members'/partnership agreements, memorandum of understanding among partners/members, investment agreements between the partners/members, statutes, articles of association, internal corporate governance rules and regulations or other relevant documents regarding the decision-making procedures within the entity.

Commercial links conferring control

Commercial links will, where necessary, be analysed in combination with other factors, to establish whether the participant (or its owners) are dependent on commercial cooperation with a non-EU country/non-EU entity/non-EU national, in a way that could give them strategic influence (*e.g. long-term supply or buy agreements that allow it to decide on the commercial strategy, joint venture or other commercial cooperation*).

They will be assessed on the basis of the information provided in the ownership control declaration.

For the analysis of the commercial links criterion, supporting documents and information on the following elements will be requested:

- information on non-EU customers/suppliers on whom the participant is dependent in a way which can give them control.
- cooperation agreements/arrangements with the non-EU customers/suppliers on whom the participant is dependent.

Financial links conferring control

Financial links will be analysed, where necessary, to establish whether the participant (or its owners) are financially dependent on a non-EU country/non-EU entity/non-EU national, in a way that could allow them to influence strategic decisions.

They will be assessed on the basis of the information provided in the ownership control declaration.

All modes of financing may be taken into account, such as capital increase, loans, guarantees, debt waivers bails⁵⁶ and grants.

⁵⁶ E.g. an investor issuing a guarantee to a bank and the bank therefore is willing to grant a loan.

If the financial link is with a shareholder, the degree of financial dependence will be measured in proportion to the shareholding (i.e. how much more than the value of the shares was financed).

For the analysis of the financial links criterion, supporting documents and information on the following elements will be requested:

- information on non-EU countries/non-EU entities/non-EU nationals providing significant amounts of financing to the participant, indicating the type of financing and nature and degree of ‘control’.
- financial agreements/arrangements with non-EU countries/non-EU entities/non-EU nationals providing the financing.

Other sources of control

There might be other sources of control (i.e. other means, processes or links ultimately conferring control to a non-EU country/non-EU entity/non-EU national).

They will be assessed on the basis of the information provided in the ownership control declaration.

If needed for the analysis, supporting documents and information on the following elements may be required:

- arrangements about possible other means, process or link ultimately conferring control to a non-EU country/non-EU entity/non-EU national.

4. HOW WILL PARTICIPATION IN RESTRICTED CALLS BE CHECKED? — OWNERSHIP CONTROL ASSESSMENT PROCEDURE (OCA)

4.1 OWNERSHIP CONTROL DECLARATION

For restricted calls with ownership control restrictions, the tenderers that must undergo an ownership control assessment must fill in and submit the ownership control declaration with the tender (or in case they enter through an amendment, as part of the amendment request).

The precise scope of tenderers will be set out in the call conditions.

This declaration must be signed by a person empowered to represent the legal entity.

The sole tenderer, or group leader in case of joint tender, must submit all declarations with the tender (signed originals should be kept on file by the tenderers). Tenderers failing to submit the annexes for any of their group members, subcontractors and entities on whose capacity is being relied may be rejected.

Public bodies (validated as such in the Funding & Tenders Portal Participant Register) are exempted from this obligation. They are automatically considered as controlled by their country; NO need for a ownership control declaration. This is only valid for entities with a formal validation in the Participant Register as ‘public body’; draft (‘declared’) status is NOT sufficient.

4.2 OWNERSHIP CONTROL ASSESSMENT BY THE CENTRAL VALIDATION SERVICE (CVS)

For tenderers that have declared themselves as ‘non-EU controlled’ in the ownership control declaration, we will normally not perform any detailed ownership control assessment (OCA).

For all other tenderers, the Central Validation Service (CVS) will, if the tender has passed evaluation, contact you during contract award, to upload the necessary supporting documents so that they can perform the detailed

ownership control assessment (see [Rules for Legal Entity Validation, LEAR Appointment and Financial Capacity Assessment](#)⁵⁷).

The required documents will be listed in the [notification](#) you receive. In general, you will need to provide documents establishing your ownership control situation (*documents showing all direct and indirect shareholders, statutes, articles of association, shareholders' agreements, reports/minutes of shareholders meetings, ID documents of ultimate owners, etc; see also section 3.3*).

The documents should be prepared well in advance, so that they can be provided as soon as you receive the notification. Use the upload link in the notification. ⚠ Please do NOT send us any supporting documents before (or via other means) and please respect the given deadlines.

All data and documents will be treated as confidential; personal data will be handled in accordance with EU Regulation [2018/1725](#)⁵⁷. Any information you provide will be

protected and used only for the purpose of assessing your eligibility for EU funding. Please note that for reasons of transparency and equal treatment we cannot agree to any bilateral additional protective measures (such as non-disclosure agreements or similar) nor accept that you (or shareholders/members/partners/owners) refuse to provide information on grounds of business confidentiality or data privacy.

The assessment will be carried out on the basis of the information you have provided in the ownership control declaration and the supporting documents (including updates in case of agreed changes). If needed, we may also use other available information to clarify questions about the data/information provided or contact you for clarifications/additional information.

If you (or your shareholders/members/partners/owners) refuse to cooperate or do not provide the necessary information and documents, the Central Validation Service (CVS) has the right not to finalise the assessment (or, if possible, finalise it on the basis of the available information and documents). ⚠ An unfinalised assessment will make you automatically ineligible.

The outcome of the detailed ownership control assessment will be your 'validated ownership control status'.

Since the conditions must be fulfilled already at tender submission stage (call deadline), you cannot request to change the status during contract award — unless explicitly agreed with the contracting authority.

The status is normally valid for 36 months from the OCA effective date, i.e. the date when the Central Validation Service (CVS) completed the assessment.

Negative assessments ('non-EU controlled') may be re-assessed, if your ownership control situation has changed AND you are selected in another EU call. For positive assessments ('EU-controlled'), any changes in your ownership control structure that could impact your eligibility in an ongoing EU procurement must be signalled immediately to the service in charge of the procurement, together with an updated ownership control declaration (*see below, section 5*).

In case you submit a new tender in a restricted EU call, you will ALWAYS be required to submit a new ownership control declaration. What happens afterwards, depends on the content of your declaration:

- If you declared yourself as 'non-EU controlled', your status will ALWAYS be automatically counted as non-EU controlled, independently of previous assessments (if any) and without any

⁵⁷ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 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 (OJ L 295, 21.11.2018, p. 39)

detailed assessment from our side (unless needed for more in-depth eligibility checks).

- If you declared yourself as ‘EU controlled’, AND the 36 months validity period of a previous assessment (if any) has passed, we will conduct a new ownership control assessment.
- If you declared yourself as ‘EU controlled’ AND are within the 36 months validity period, we will normally NOT conduct any new assessment (unless we have indications that this information is not correct or you have declared a change compared to a previous assessment — in which case the contracting authority may request a new assessment).

 In all cases, supporting documents that have already been submitted to the Central Validation Service (CVS) do NOT need to be re-submitted, if they haven’t changed. They can be listed in a word file, which can be uploaded together with the new documents.

 Please note that the Central Validation Service (CVS) is a specialised EU service which is tasked ONLY with collecting the supporting documents and performing the detailed ownership control assessment. It does NOT provide help nor general advice; it does NOT analyse or take a decision on the eligibility (or not) to participate in specific calls. All these questions are handled by the service in charge of the procurement. In case of questions, please contact your Project Officer.

4.3 ELIGIBILITY CHECK BY THE EU SERVICES IN CHARGE OF THE PROCUREMENT

For tenderers where the outcome (validated status) is ‘non-EU controlled’, the service in charge of the procurement will then check whether this impacts their eligibility to participate in the call (i.e. if the non-EU country in question is an ineligible country).

If this is the case, the tenderer will be informed by the contracting authority about the details of the assessment and allowed to submit observations.

The service in charge will inform the consortium and ask them to replace the tenderer concerned (or remove the tenderer and redistribute the tasks between the remaining participants).

 Please be aware that, if this is not possible and the consortium cannot propose any other acceptable solution, the entire tender may have to be rejected.

 Moreover, in order to ensure equal treatment, please note that only solutions which do not imply substantial changes to the tender can be accepted; solutions that — if they had been known — would have impacted the evaluation result can NOT be accepted.

4.4 NEW ENTITIES JOINING DURING THE IMPLEMENTATION OF THE CONTRACT

New tenderers, who join the contractor later on, will have to submit their ownership control declaration as part of the amendment supporting documents and the same rules as above apply mutatis mutandis.

5. WHAT HAPPENS IF THE OWNERSHIP CONTROL SITUATION CHANGES DURING CONTRACT IMPLEMENTATION

Eligibility conditions must be fulfilled not only at tender submission and contract signature, but throughout the entire action duration.

You are contractually obliged to notify any changes in the control/ownership status that occur during the implementation of the contract. Such changes must be immediately notified by the coordinator to the contracting authority.

If a contractor becomes controlled by an ineligible country/ineligible country entity during the implementation of the contract (e.g. as a result of an acquisition by a foreign entity), the contract may have to be terminated.

ANNEX 1G
OTHER SUPPORTING DOCUMENTS TO BE PROVIDED WHERE APPLICABLE: SEE CHECKLIST
FOR APPLICANTS

ANNEX 2
LIST OF PARTICIPATING STATES INVESTING IN AIGFs

Following decision of the EuroHPC Governing Board, this annex providing the budgetary commitments of the Member States to AIGFs will be completed soon and will be published as part of the tender call, at its opening date.

ANNEX 3
MODEL FRAMEWORK CONTRACT

ANNEX 4

CAPEX DESCRIPTION

For the purposes of this Call, the CAPEX of the overall computing infrastructure refers to the costs, excluding VAT, directly associated with the acquisition and initial installation of the core computational and data handling systems of the AI Gigafactory. This encompasses all essential hardware and software components required to make the supercomputing facility operational.

While not an exhaustive list, this primarily includes:

- IT equipment including:
 - AI accelerators/GPUs, CPUs, TPUs, memory, and high-performance storage systems, cloud storage systems;
 - associated high-performance networking fabric (interconnects, switches);
 - Networking Fabric, such as interconnects, switches, routers, media converters... It includes the one-off cost for the connectivity (fibre deployment to the Internet Exchange Point connection).
- Supporting Hardware and rack-level power components: Physical housing for the equipment (racks); the dedicated cooling systems required for the stable operation of the compute hardware; and the electrical installation and components and stabilizers required to power the entry-level racks of the IT compute infrastructure.
- Essential system software and licenses necessary for the initial deployment and operation of the infrastructure, including
 - operating system, cluster management tools, file systems, core programming environments, and
 - software stack (including the cloud stack) to provide AI services to targeted customers.

ANNEX 5

SPECIFIC PROVISIONS FOR MULTI-SITE / MULTI-COUNTRY PROPOSALS

Specific Provisions for Multi-Site / Multi-Country Proposals

This section outlines the specific evaluation and calculation methodologies applicable to proposals that involve a distributed infrastructure across multiple Member States (**Multi-site / Multi-country**).

While such proposals are subject to the same evaluation criteria as single-site proposals, the following specific provisions apply to ensure a holistic and fair assessment.

a) General Evaluation Principle: Holistic Assessment

Proposals will be evaluated **holistically as a single, integrated project** against the selection criteria outlined in this call, just with the exception described below as regards Part 2 of the evaluation.

- **Unified Approach:** The different constituent sites will be considered as components of one single AI Gigafactory project.
- **Coherence:** Applicants must clearly demonstrate the rationale for the multi-country distributed model, ensuring technical integration, coherence, and the business viability of the entire infrastructure operating as a single, resilient, and hyper-connected entity operated by a single consortium while serving different constituencies.

b) Application to Part 1: Technical, Impact, and Financial Evaluation

For the qualitative evaluation in Part 1, the proposal receives **one single score** per criterion, evaluating all eligible sites collectively.

- **Technical Quality & Infrastructure:** The assessment focuses on the overall quality of the physical, IT, and networking infrastructure across all sites. The proposal must demonstrate how constituent sites, irrespective of individual size, contribute to the project's overall objectives. At the same time, those sites having the scale of an AIGF will also be assessed individually for their technical quality.

Service levels (including security and trustworthiness) will be assessed based on the integrity of the service offering for public and private users across the entire distributed facility.

- **Potential Impact (Multi-Country Specifics):** Proposals are encouraged to detail the enhanced European added value of their cross-border structure. The evaluation will assess the synergies created, such as:
 - Fostering deeper collaboration between national/regional innovation hubs and ecosystems.
 - Facilitating access for a wider geographical base of researchers and SMEs.
 - Contributing to a balanced pan-European AI landscape.

- *Note:* A proposal convincingly demonstrating that its multi-country nature strengthens a larger number of distinct national or regional ecosystems has the potential to receive high scores on the impact-related sub-criteria.
- **Financial Feasibility:** The financial plan, investment commitments, and business model will be assessed for the consolidated project.

c) Application to Part 2: Cost-Benefit Calculation

For the quantitative evaluation in Part 2, specific aggregation rules apply to determining the Scale (X2) and Cost (X3) of the AIGF proposal.

- i) **Criterion X2: Scale of the AIGF (Cumulative).** The scale of the proposal will be assessed **cumulatively**.
 - **Eligible Perimeter:** The total amount of GPU/AI accelerators shall include the resources from **all publicly funded sites** included in the proposal that have the scale of an AIGF. Sites included in the proposal which are not eligible for public funding shall **not** be considered for the calculation of scale. Similarly, concerning the layer of service criterion, it will be assessed for the integrity of the service offering for public users, considering all the publicly funded sites.
 - *Example:* In a multi-site AIGF with a GPU distribution of {Site A: 100 000 GPUs; Site B: 150 000 GPUs; Site C: 20 000 GPUs}, only the GPUs from Site A and Site B ($100\,000 + 150\,000 = 250\,000$) are summed to determine the score for X2.
- ii) **Criterion X3: Normalised L2 (including Layer 1) and L3 Services Prices per hour per AI chip (Public Perimeter).** The proposal receives a **single** Final Normalised Price score.
 - **Eligible Perimeter:** The calculation of the Aggregated Final Normalised Price for Scoring shall apply **exclusively** to the constituent sites of the infrastructure from which the Union and Participating States will be procuring AI compute access time.
 - **Perimeter:** Any sites from which no public AI compute access time is to be procured will be outside the scope of this specific cost-benefit calculation. This ensures the value-for-money assessment is performed on the relevant perimeter of the AIGF infrastructure.

ANNEX 6

AI ACCELERATORS BENCHMARK METHODOLOGY

This methodology defines a specification-driven performance calculation to be used in the AI accelerator normalisation for the evaluation process.

For each advanced AI accelerator model, the following parameters are considered:

- **Per-Precision Compute Throughput ($C[p]$):** For each numerical precision p supported by the accelerator (including, as applicable, FP32, BF16, FP16, FP8, INT8, FP4, and INT4), the vendor shall report the accelerator's sustained compute throughput in operations per second. This $C[p]$ value must correspond to the achieved throughput under sustained, thermally stable conditions for precision p , not a one-time peak. If multiple data types share the same bit-width (e.g., FP16 and BF16, or FP8 and INT8), a separate $C[p]$ must be provided for each type if their performance differs (otherwise one value may be used for that bit-depth).

If an advanced AI accelerator lacks support for a particular precision p entirely, it shall report $C[p] = 0$ for that precision, resulting in $P[p] = 0$ for that precision. In the computation of global scores, any precision with $C[p] = 0$ effectively contributes nothing to final normalisation, and thus the device's performance in that category will reflect a gap in capability. However, if a precision is not natively supported but can be approximated via software or mixed-precision techniques, the proposer may submit an effective throughput for that precision along with a clear justification of method.

- **Memory Bandwidth (BW):** The sustained data transfer bandwidth to the accelerator primary external memory (e.g., HBM or GDDR) in bytes per second (B/s). This shall represent a realistic sustained throughput under full load, excluding transient turbo modes.
- **Memory Efficiency Factor (f):** The factor f represents the efficiency of the accelerator's memory subsystem in practice. It scales the ideal off-chip bandwidth to an effective usable bandwidth. The default value ($f = 0.001$) reflects empirical observations of current GPU and TPU architectures, indicating that in typical AI workloads, only about 0.1% of nominal off-chip bandwidth contributes to sustained throughput when considering on-chip caching and reuse patterns.

For each precision p , the benchmark shall calculate a **performance score $P[p]$** using an aggregation of memory and compute parameters, based on the following formula:

$$P[p] = \frac{1}{\frac{1}{I_{\text{stream}}[p] \times \frac{BW}{f}} + \frac{1}{C[p]}}$$

where

- $I_stream[p]$ is the streaming arithmetic intensity for precision p , defined as the number of floating-point (or integer) operations executed per byte of data transferred from off-chip memory, under a streaming access pattern. $I_stream[p]$ is fixed for each precision and proportional to bytes per value stored:

p	I_stream[p]
FP32	0.125
FP16 / BF16	0.25
FP8 / INT8	0.5
FP4 / INT4	1.0

The specification-based performance per precision $P[p]$ is combined into aggregate **Global Performance (GP)** score using a fixed weighting profile ($X[p]$). The Global Performance score is defined as:

$$GP = \sum_p X[p] \times P[p]$$

where $p \in \{FP32, BF16, FP16, INT8, FP8, INT4, FP4\}$.

The weighting profile ($X[p]$) is defined as follows:

p	FP32	BF16	FP16	INT8	FP8	INT4	FP4
X[p]	0.05	0.175	0.175	0.1875	0.1875	0.1125	0.1125

If an accelerator lacks support for a particular precision p , it shall report $C[p] = 0$ for that precision, resulting in $P[p] = 0$ for that precision. If a precision is not natively supported but can be approximated via software or mixed-precision techniques, the proposer may submit an effective throughput for that precision along with a clear justification of method.

To determine the final Index Score to be used in the evaluation process, specifically for the purpose of normalising advanced AI accelerators that are not included in the predefined list, the Global Performance (GP) score obtained for each proposed accelerator will be normalised against the NVIDIA H100, which serves as the established baseline. The calculated baseline GP score for the NVIDIA H100 is explicitly set at 501.08. This reference value shall be normalised to exactly 1.00. Consequently, the Index Score of any other advanced AI accelerator will be calculated and expressed as a ratio of its own GP score relative to this baseline value of 501.08.

ANNEX 7
LIST OF ELIGIBLE COUNTRIES AS OF THE DATE OF CALL PUBLICATION⁵⁸

Albania, Armenia, Australia, Austria, Belgium, Bosnia and Herzegovina, Brazil, Bulgaria, Canada, Chile, Colombia, Costa Rica, Croatia, Cyprus, Czechia, Denmark, Egypt, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, India, Ireland, Israel, Italy, Japan, Kosovo⁵⁹, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Morocco, Mexico, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Qatar, Republic of Korea (South Korea), Romania, Serbia, Singapore, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Philippines, Tunisia, Türkiye, Ukraine, United Arab Emirates, United Kingdom, and the United States.

⁵⁸ Subject to change. The list of eligible countries may be updated by the time of the tender submission deadline.

⁵⁹ This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence.