

**ESA TENDERING STANDARDS FOR**  
**“EXPRESS PROCUREMENT” (“EXPRO” & “EXPRO+”)**

**PROPOSAL TEMPLATE V5**

**[COVER LETTER]**

From: ..... (*Tenderer to insert name of the company/institute submitting the tender*)

Date: ..... (*Tenderer to fill in the date of the proposal*)

To: EUROPEAN SPACE AGENCY (ESA)

The European Space Research and Technology Centre (ESTEC),  
Keplerlaan 1,  
2201 AZ Noordwijk,  
The Netherlands,

Att.: Maria Papaioannou (IPL-PEO)

Subject: ITT No. 1-8266/ 15/NL/MP STSE GOCE+ Antarctica

Category: ESA Express Procurement – EXPRO+

Our ref.: Proposal No. .... (*Tenderer to insert its proposal reference number*)

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Dear Sir or Madam,

With reference to the above ITT, we are pleased to present this proposal:

1. The Tenderer (potential Contractor) is:

.... (*full name of company or institute*)

.... (*address of its seat*)

Fax number: .....

Telephone: .....

Nationality (according to ESA Convention’s criteria): .....

VAT Number : .....

ESA reference:

EMITS Bidder Code: .....

[OPTION: if known at the time of proposal submission]

ESA-P Vendor Code: **1 0 0 0 xxx xxx**

ESA-P Bidder Code: **6 0 0 0 xxx xxx** [END OPTION]

*(If not registered yet, it should be stated: “not registered yet, registration request made on...(date)”)*

2. The Subcontractor(s) participating to the activity is (are):  
*..... (name, address, fax number, phone number, nationality and ESA Bidder Code / Vendor Code of each potential subcontractor. If no sub-contractors are proposed then mark "n/a")*
3. We hereby certify that the legal entities identified in sections 1 and 2 above fully satisfy the requirements concerning eligibility to submit a tender that are stated in Appendix 3 to the subject ITT (**EXPRO+ Tendering Conditions**) EXPRO/TC).
4. Our Firm Fixed Price for the activity in accordance with the funding conditions stated in the ITT, amounts to: ..... euro (*insert the amount of the total price*) all included with the sole exception of any import duties and value added taxes in the Agency's Member States. (*In case of proposal including subcontract(s), an additional price information is to be stated in this section 4 : a summary price breakdown showing the amount allocated individually to each of the participants, including the own share of the contractor*).
5. The contact person of the Tenderer to whom all communications relating to this proposal should be addressed: ..... (*name of contact person(s) as well as fax number, telephone number, e-mail address – it being understood that 2 contact persons, one technical and one legal/commercial, might be advantageous*)  
 Concerning the persons who would be responsible on the Contractor's side for all communications concerning the technical and contractual management in case of contract award, their names and contact information (including fax number, telephone numbers, e-mail addresses) can be found in Section 4 of our Detailed Proposal (*see instruction under para. 4.2*).
6. Regarding the technical and management contents of this proposal, we hereby certify that this tender fully complies with the technical and management requirements of the subject ITT, including the latter's Statement of Work and all other annexes, **except**. ..... (*Depending on whether or not any deviations are put forward, the word "except.." is either to introduce text explicitly identifying any reservation(s) and/or non-conformance(s) in explicit reference to the requirements concerned, or, if there is no reservation or non-conformance, the word "except.." must be deleted. The justification regarding each single deviation and the conditions, if any, for them being withdrawn are to be described in the Detailed Proposal 1.5.2 (Technical Compliance Matrix) and 4.4 (Administrative Compliance Matrix)*).
7. We hereby state that we have read and understood all the terms and conditions of the draft contract included in the subject ITT and that we accept the said terms and conditions without any reservations.  
 We also confirm that any sales conditions of our own shall not apply.  
*(Full and unconditional compliance is expected. However, you are invited to propose, under section 4.2 of the proposal template, how to complete the parts of the draft contract which are left blank. Any other remarks regarding the draft contract's terms and conditions shall be strictly limited to drawing the Agency's attention to objectively manifest (typing) errors or contradictions in the contractual text. Any other request or proposal to modify the draft contract may result in your proposal being marked down under Evaluation Criterion 5. Furthermore, the Agency reserves the right to disregard remarks, proposals or requests regarding the draft contract which it considers as being irrelevant.*

8. With reference to paragraph 6.3 of the draft contract, we hereby specifically confirm our full compliance.

9. *(One of the 2 following alternative statements 9.a) and 9.b) is to be deleted)*

9. a) As concerns the feasibility to export the deliverable items of the resulting contract as that is foreseen in the draft contract including its appendices, we hereby declare that we have examined the case and we draw the conclusion that there are no export restriction issues and thus no need to obtain specific licences or authorisations.

or

9. b) Concerning the feasibility to export the deliverable items of the resulting contract as that is foreseen in the draft contract including its appendices, we hereby declare that we have examined the case and drawn the conclusion that export restrictions and/or need of adequate licences or authorisations exist, and that the status regarding such requirements is at present the following:

- the Tenderer **or (option)** his subcontractor ?... *(name)* has obtained the following authorisation(s) in order to submit this tender: ?..... *(to specify)*

and/or (option)

- the Tenderer **or (option)** his Subcontractor ?... *(name)* will need to obtain prior to the placing of a contract, the following authorisation(s): ? ..... *(to specify)*

10. In regard to the required statements concerning free competition, we hereby certify that:

a) the prices in this proposal have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition;

b) unless otherwise required by law, the prices quoted in this tender have not knowingly been disclosed, directly or indirectly, to any other Tenderer or competitor and likewise, will not be disclosed until we have been informed of the results of the ITT;

c) no attempt has been made or will be made to induce any other Tenderer or competitor to submit or abstain from submitting a tender, for the purpose of restricting competition;

d) no exclusive teaming arrangement with third party(ies) has been made which would restrict competition due to any of the following reasons:

- where the teaming partner could be considered to be a single source due to technical reasons or other considerations such as legal or geographical (e.g. an extremely limited number of potential participants as a consequence of industrial return requirements),

- where the industrial category of the teaming partner restricts other choices for industrial policy reasons; for instance when the fact of being an SME is very important and there are few potential participants in this category.

*(In case of doubt about such a qualification of "sole source" with regard to an envisaged subcontractor expected to sign an exclusivity pre-agreement with the Tenderer, the latter has to refer the point prior to the tender closing date, in writing to the ESA contracts officer in charge of the ITT, for prompt examination and decision)*

11. The legal representative to sign the resulting contract on behalf of the Contractor will be: ..... *(name and title of the person)*
  
12. The proposal is valid during the following time period, reckoning from the closing date for tender submission: ..... months *(to insert a number compatible with ESA's ITT cover letter )*
  
13. We hereby acknowledge the right of the Agency during the validity period of this tender, to require the Tenderer to provide evidence of any element of his proposal and to give additional detailed information, including on the price quotation, whatever the type of price is. This includes the right for ESA to perform an audit if ESA deems it appropriate.

Done and signed for, and on behalf of ..... *(Name of the company or institute acting as the Tenderer):*

Signature: .....

Name and title of the signatory: ..... *(Full name and function)* duly authorized to commit the tendering entity and its proposed Subcontractors if any, for this purpose.

**[END COVER LETTER]**

**[DETAILED PROPOSAL]**

**DETAILED PROPOSAL:**

**1) TECHNICAL PART**

**1.1 TECHNICAL REQUIREMENTS AND OBJECTIVES:**

1.1.1 Concise functional analysis of the technical requirements

1.1.1.1 Proposed consolidation of the ITT requirements

.....

1.1.2 Understanding of the main technical objectives of the ITT (**first iteration of task 1 included**)

.....

1.1.3 Proposed approach to reach the main technical objectives of the ITT

.....

1.2 POTENTIAL PROBLEM AREAS:

1.2.1 Identification of the main problem(s) or problem area(s) likely to be encountered in performing the activity

.....

1.2.2 Proposed solutions to the problems identified

.....

1.2.3 Proposed trade-off analyses and identification of possible limitations or non-compliances

.....

### 1.3 TECHNICAL IMPLEMENTATION / PROGRAMME OF WORK

#### 1.3.1 Proposed Work Logic

*[in the form of a flow chart with networks and critical path]*

.....

#### 1.3.2 Contents of the proposed work

##### 1.3.2.1 Work Breakdown Structure (WBS)

*[for the total scope of the activity; clearly showing each foreseen Work Package (WP) with its title and the name of the responsible company/institute]*

.....

##### 1.3.2.2 Work Package Description (WPD)

*[for each WP already shown in the WBS: WP Title, Name of responsible company/institute, Name of the WP Manager, Input required to start the work under the WP, Output expected and a description of the tasks included in the WP. Please use the ESA PSS-A20 form or an equivalent template.*

***NOTE: A “Key person” is a person, who substantially contributes, in terms of effort and knowledge, to the work carried out under a contract and who is explicitly nominated in the contract itself to perform such duties. Key persons are individuals with a certain degree of seniority whose knowledge, reputation, and/or skills in the relevant areas or disciplines are critical to achieving the objectives of the contract.]***

.....

### 1.4 BACKGROUND:

#### 1.4.1 Existing own concepts/products relevant to the activity and/or to be used

*(See also section 4.1 below)*

.....

#### 1.4.2 Third party's concepts/products relevant to the activity and/or to be used

*[e.g. subcontractors' products]*

.....

#### 1.4.3 Other technical achievements relevant to the activity and/or to be used

*[Should any of the above elements be subject to Intellectual Property Rights, these are to be identified in Section 4 hereinafter (Contract Conditions Part), with their status at the time of the foreseen execution of the proposed activity]*

Note: No claim of Background IPR is expected.

.....

## 1.5. TECHNICAL RESERVATIONS – TECHNICAL COMPLIANCE:

### 1.5.1 Reservations

.....

### 1.5.2 Technical Compliance Matrix (Statement of Work / Technical Requirements)

REQUIREMENT (*)	COMPLIANT (Y/N/P) (**)	REMARKS (***)
R01		
R02		
R...		

*[This section is applicable to the technical requirements applicable to the ITT (including Sow: task sequence, work logic, etc.). Any partial- or non-compliance should be summarised under point 6 of the Cover Letter.*

*(\*) Please refer to the specific part of the SoW (e.g. page, section, etc.) or the single requirement identifier;*

*(\*\*) Please state your compliance (Y), non-compliance (N) or partial compliance (P) with respect to each requirement;*

*(\*\*\*) Any relevant remarks and, for partial compliance cases (P), an explanation/justification]*



## 2) MANAGEMENT PART

### 2.1 TEAM ORGANISATION AND PERSONNEL

#### 2.1.1 Proposed team

##### 2.1.1.1 Overall team composition, key personnel

*[Please describe the overall team composition, including participants from all subcontractors, if any, and including all key (i.e. having a major role within the team and/or being responsible for one or more WPs, see note under 1.3.2.2) and non-key personnel.]*

.....

##### 2.1.1.2 Reporting lines within the team

.....

##### 2.1.1.3 Position of each of the team members within his/her own company's (or institute's) structure

.....

##### 2.1.1.4 Time dedication

*[Identify the proposed key personnel and, for each individual, provide a summary of the hours dedicated to each WP as well as their Time Dedication (i.e. the percentage of their total working time to be dedicated to the envisaged contract, in average over its total duration and relative to the single WPs on which they are to work)]*

.....

#### 2.1.2 Curricula Vitae

*[Concise CVs including relevant information for all key personnel that will be allocated with a major role, together with information concerning the proportion of the working time that would be devoted by such individual(s) to the work proposed]*

.....

#### 2.1.3 Rationale of the proposed industrial organisation

*[optional: in case of Subcontractor(s), the reasons for your choice]*

.....

## 2.2 PLANNING

### 2.2.1 Proposed schedule and milestones

*[Synthetic summary of duration, planning assumptions (e.g. envisaged starting date, holidays, etc.), meetings/videoconferences and major technical milestones milestones]*

.....

### 2.2.2 Bar chart

*[Insert a bar chart schedule for the proposed activity, covering from the start of the activity until the end of the contract and where all proposed work packages (WP), meetings, milestones, etc. can be traced]*

.....

## 2.3 LIST OF DELIVERABLE ITEMS – SPECIFICATION OF ANY NON-CONFORMANCE

### 2.3.1 Deliverable Items

*[State your acceptance to deliver all required items as per the Statement of Work (usually in the form of a “Deliverable items List” (DIL)) and in the draft contract (article 3) included in the ITT (as Appendices 1 and 2)]*

.....

### 2.3.2 Non-conformances / limitations / additions regarding deliverable items

*[In case you propose any limitation(s) or even any deletion(s) when compared with the ITT requirements on deliveries, specify it in this section by providing a complete and comprehensive list of such differences, by stating the reason(s) associated with the proposed limitations or deletions. If you envisage addition(s), specify any additional deliverable(s) proposed]*

.....

### 2.3.3 Background of the company(ies)

*[Briefly describe relevant experience for the contractor and subcontractors, if any, for the performance of such a work]*

## 3) **FINANCIAL PART**

### 3.1 PRICE QUOTATION FOR THE CONTEMPLATED CONTRACT:

*[Enter here the total amount quoted as a firm fixed price (FFP), in euro, delivery duty paid, exclusive of import duties and value added taxes in ESA Member States, etc, in pursuance of the pricing conditions fixed in the “Draft Contract” included in the ITT]*

*[Remarks concerning certain price elements:*

*a) Charging of royalties and licence fees:*

*ESA will only accept to pay royalties or licence fees on the condition that they are:*

- clearly identified in the tender, with the financial basis for their calculation, method of application and total amount, and*
- demonstrated to be of direct and necessary benefit to the work to be performed (thus not merely the consequence of a general agreement or commitment to a third party), and*
- applied only to that part of the effort to be performed by a contractor or subcontractor that is directly related to the subject matter of the licence or royalty agreement.*

*b) Quotations free of taxes and custom duties:*

*Prices shall be quoted free of any value added taxes (VAT) and import duties in the Agency's Member States. In this connection you shall pay attention to the provisions stated in Article 3 of the draft contract (Appendix 2 to the ITT). In case you consider that you and/or your subcontractor(s) will remain subject to payment of taxes or custom duties, you shall indicate separately the applicable rates, the corresponding estimated amounts, and the reason why exemption from such taxes or duties cannot be obtained.*

*c) Currency and conversion rate:*

*For any tenderer or proposed subcontractor located in countries outside of the Euro zone, the exchange rate used to quote their prices in euro shall be indicated by the company (or institute) in its costing form PSS-A2. Any other factors (such as hedging costs, forward buying rates) used for the purpose of the calculations shall also be indicated]*

### **3.2 SUBCONTRACTING PLAN**

*[Indicate here with more details than in the Cover Letter, for the proposed subcontract(s) if any, the name of the subcontractor(s), the country to which the subcontractor(s) belong(s), the task(s) assigned (with reference to point 1.3.2 of the "Technical Part"), the place of execution of the subcontracted work as well as the corresponding part and percentage of the total price for the contract]*

### 3.3 DETAILED PRICE BREAKDOWN

#### 3.3.1 PSS costing forms:

*[Complete and insert in your proposal the costing form(s) requested below and attached to this document (annexes to Appendix 4 to the ITT):*

- PSS A2 (Breakdown of total price per participating company or institute)*
- PSS A1*
- PSS A8*
- PSS A15*

*The profit shall not exceed eight percent (8%) of the base cost defined in item no. 10 of PSS A2 form, issue 3 ("Company Price Breakdown Form").*

*In case of participation of subcontractor(s) in the contemplated contract, each subcontractor shall fill in the same forms with respect to its share of the activity and the Tenderer shall fill in forms corresponding to its own share and to the total. Any PSS A2 forms including those concerning your subcontractor(s) are to be signed by the authorised representative of the company (or institute) concerned]*

#### 3.3.2 Milestone Payment Plan

*[Provide a milestone payment plan using the table here below, taking into account Article 4 of the Draft Contract.*

*All claims for payment, except the advance, shall be linked to the achievement of defined schedule milestones with tangible deliverables including as the case may be, achieved performance of service. Examples of such milestones are the satisfactory completion of WPs and delivery of the related output]*

*[You are requested to indicate below for only information purposes, the Milestone Payment Plan that is envisaged for Sub-contractor(s) paid by/via the Contractor]*

Milestone (MS) Description	Schedule Date	Payments from ESA to Prime Contractor	For Information: Payment amount to Contractor and Subcontractor(s)	
			Contractor	Subcontractor ...
Progress (MS 1): Upon successful completion of ...and ...	To + ...months			
Progress (MS 2): Upon successful completion of ... and ...				
Final Settlement (MS X): Upon the Agency's acceptance of all deliverable items due under the Contract and the Contractor's fulfilment of all other contractual obligations including submission of the Contract Closure Documentation				
<b>TOTAL</b>				

**NOTE: Please see guidelines in the Draft Contract (Appendix 2 to the ITT).**

*[In case you require an advance payment to be made, please fill-in the following table and add the relevant justification.]*

Prime (P)	Vendor Code	Advance Payment Euro	Offset against	Offset by Euro	Condition (if applicable)
			MS 1	Amount Amount	Upon signature of the Contract by both Parties

### 3.3.3 Travel and subsistence plan

*[Should you and/or any proposed Sub-Contractors envisage to make and charge travels expenses for the execution of the contract, you will have to complete the specific costing form "Travel and Subsistence Plan" shown in annex to this document (Appendix 4 to the ITT), and to attach it to your proposal.*

*The total cost(s) quoted in this form shall fit in with the amount(s) entered in item no. 3.9 of PSS A2 form (basic amount prior to overhead application)]*

#### 4) CONTRACT CONDITIONS PART :

##### 4.1 BACKGROUND INTELLECTUAL PROPERTY RIGHTS

*[If you indicate in the Technical Part (section 1.4.1) that you intend to use for this activity, own or third party intellectual property rights (IPR), you have to identify them with their IPR status at the time planned for the execution of the proposed activity and to specify with the name of the owner, that you are entitled to get the appropriate licence within your price quotation for the contract, for their access and use for the performance of this contract and in accordance with the draft contract conditions.]*

**ESA DOES NOT EXPECT USE AND/OR CLAIM OF BACKGROUND INTELLECTUAL PROPERTY RIGHTS FOR THIS ACTIVITY.**

##### 4.2 SPECIFICATION OF ALL INPUTS TO ENTER INTO THE BLANKS EXISTING IN THE DRAFT CONTRACT

*[Specify them by reference to the numbering of the articles and clauses]*

##### 4.3 OTHER REMARKS ON THE DRAFT CONTRACT

*[see section 7 of the Cover Letter in this template]*

##### 4.4 MANAGEMENT AND ADMINISTRATIVE COMPLIANCE

REQUIREMENT (*)	COMPLIANT (Y/N/P) (**)	REMARKS (***)
M01		
M02		
M...		

*[This section is applicable to requirements relevant to Management (including schedule, reporting, meetings, reviews, deliverables, etc.), Financial and Contractual aspects. Any partial- or non-compliance should be summarised under point 6 of the Cover Letter.*

*(\*) Please refer to the specific page/section of the Management part of the SoW or, if available, the single requirement identifier;*

*(\*\*) Please state your compliance (Y), non-compliance (N) or partial compliance (P) with respect to each requirement;*

*(\*\*\*) Any relevant remarks and, for partial compliance cases (P), an explanation/justification]*

.....

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**ATTACHMENTS:**

ANNEX 1: **PSS-A2**  
**PSS-A1**  
**PSS-A8**  
**PSS-A15**  
**Travel and Subsistence Plan**

**[END DETAILED PROPOSAL]**