

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

### **FINAL RESPONSE TEMPLATE v5.3**

*[N.B. Use this template to prepare your Response. Once the Response is complete and internally validated, please remove all captions in red colour, delete all ESA headers/footers, add your own logos, headers/footers prior to finalising your Response for submission to ESA. The Response shall be submitted in a searchable and indexed PDF file for easier viewing.]*

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

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

To: EUROPEAN SPACE AGENCY (ESA)

The European Space Research Institute (ESRIN),  
Largo Galileo Galilei 1,  
00044 Frascati (RM),  
Italy,

**Attn: Mr Bart Gheysens (CIC-COE)**

Subject: **ESA CfP/5-xxxxx/25/I-LR-bgh**

**Living Planet Fellowship**

Category: **ESA Express Procurement - EXPRO**

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

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Dear Sir/Madam,

With reference to the above Call for Proposals (CfP), we are pleased to present our Response:

1. The Tenderer (potential Contractor) is:

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

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

Telephone: .....

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

VAT Number: .....

ESA Entity Code: **1 000 xxx xxx**

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

2. Price Breakdown Information:

**Please fill in the tables below and do not forget the obligation for all components of the proposed bidding Team to have at least completed the “Light Registration” in esa-star Registration.**

**Price Breakdown Information:**

|   | Prime Contractor |
|---|------------------|
| Economic Operator Complete Name and Legal Nature <sup>(1)</sup> |                  |
| SME (indicate YES or NO)  |                  |
| Large Space Integrator (indicate YES or NO) <sup>(2)</sup>      |                  |
| ESA Entity Code (10000xxxxx) <sup>(3)</sup>                     |                  |
| ESA Business Unit Code (80000xxxxx)                             |                  |
| Country (ISO Code)  |                  |
| Price Type  |                  |
| Currency  |                  |
| Total Price per Entity  |                  |
| <b>TOTAL PRICE</b>  |                  |

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 CfP (“**Tendering Conditions for Express Procurement Procedure**” - **EXPRO/TC**).
4. Our Firm Fixed Price for the activity in accordance with the funding conditions stated in the CfP, 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.
5. The contact person of the Contract and Tenderer to whom all communications relating to this tender should be addressed is the following: ..... (*name of contact person(s) as well as telephone number, email address – it being understood that two (2) contact persons, one technical and one legal/commercial, might be advantageous. Please fill in as needed.*)

a) for technical matters as follows:

|      |     |               |
|------|-----|---------------|
|      | To: | With copy to: |
| Name |     |               |

<sup>1</sup> Specify here the type of business entity to which the company belongs (e.g Limited Company, Société Anonyme, AG, etc.).

<sup>2</sup> According to registration with ESA.

<sup>3</sup> The ESA Entity Code corresponds to the esa-p Vendor Code.

|               |  |  |
|---------------|--|--|
| Telephone No. |  |  |
| Email Address |  |  |

b) for contractual and administrative matters as follows:

|               |     |               |
|---------------|-----|---------------|
|               | To: | With copy to: |
| Name          |     |               |
| Telephone No. |     |               |
| Email Address |     |               |

c) for Personal Data Protection matters to be addressed to the Data Protection contact point as follows:

|               |     |
|---------------|-----|
|               | To: |
| Name          |     |
| Telephone No. |     |
| Email Address |     |
| Mail Address  |     |

6. Regarding the technical and management contents of this CfP Response, we hereby certify that this Response fully complies with the technical and management requirements of the subject CfP, including the latter's Statement of Work and all other Appendices and/or Annexes.

In addition, the technical contents of this Response, if any, are free from any plagiarism. When use is made of material being quotations or citations from existing public literature such use is clearly indicated and due reference indications (source and author) are provided.

7. We hereby state that we have read and understood all the terms and conditions of the Draft Contract included in the subject CfP 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 this paragraph, 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 CfP Response considered not compliant. Furthermore, the Agency reserves the right to disregard remarks, proposals or requests regarding the Draft Contract which it considers as being irrelevant.)*

We hereby explicitly state that we have read, understood and accepted the Personal Data Protection conditions stipulated in the Draft Contract.

8. Please find in Annex hereto the following technical and/or management information:

- Costing information: please note that in the margin of this Fellowship only labour and travel costs are eligible for funding.

- Labour costs:

*[Please complete the table below taking the following into account:*

- *Column 2: quote the gross hourly rate (including overheads) for the proposed post-doctoral researcher;*
- *Column 3: quote the number of hours the post-doctoral researcher will affect to the activity;*
- *Column 4: quote the total amount for the total labour effort of the post-doctoral researcher.*

| Profile  | Hourly rate<br>(in euro)* | Number of hours | Total amounts |
|--|---------------------------|-----------------|---------------|
| <b>Post Doctoral Researcher</b>                      |                           |                 |               |
| <b>TOTAL LABOUR EFFORT</b>                           |                           |                 |               |
| <b>TRAVEL &amp; PUBLICATION COSTS (max. 10 kEur)</b> |                           |                 |               |
| <b>TOTAL CONTRACT (max. 200 kEur)</b>                |                           |                 |               |

*\* The Tenderer is required to apply the conversion rate - of the applicable national currency to euro - as applied by the ECB<sup>4</sup> in the month of the submission of the Final Response]*

- Travel costs: by submitting the Final Response, the Tenderer confirms that:

- All travels (flights) shall be done in economy class;
- All subsistence costs shall, on average, not exceed 250 euro per person per day.

- Updated Scientific Proposal

*[Please attach an updated version of the Scientific Proposal Template.]*

- Curriculum Vitae

*[Please attach an up-to-date CV of the proposed Scientist.]*

- Milestone Payment Plan (MPP)

*[Please further complete the Milestone Payment Plan and Advance Payment Plan, with (1) the concrete amounts instead of the predefined percentages (which are fixed and not open for changes) and (2) the concrete proposed payment dates (dd/mm/yyyy format) calculated from the proposed date for the kick-off (KO) of the activity:]*

| Milestone (MS) Description | Schedule Date | Payments from ESA to (Prime) Contractor (in Euro) |  |
|----------------------------|---------------|---|--|
|----------------------------|---------------|---|--|

<sup>4</sup> [https://www.ecb.europa.eu/stats/policy\\_and\\_exchange\\_rates/euro\\_reference\\_exchange\\_rates/html/index.en.html](https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html)

|  |                |   |  |
|--|----------------|---|--|
| Progress (MS 1): Upon successful Mid Term Review (MTR) and acceptance of all related deliverable items.  | T0 + 12 months | 50% (please, provide the precise amount on the basis of your overall price for ESA) |  |
| Final Settlement (MS 2): Upon the Agency's acceptance of all deliverable items due under the Contract and the Contractor's fulfilment of all other contractual obligations | T0 + 24 months | 50% (please, provide the precise amount on the basis of your overall price for ESA) |  |
| <b>TOTAL</b>   |                |   |  |

**Advance Payment Plan:**

| Prime (P) | Company Name | ESA Entity Code | Country (ISO code) | Advance Payment (in Euro) | Offset against | Offset by Euro | Condition for release of the Advance Payment   |
|-----------|--------------|-----------------|--------------------|---------------------------|----------------|----------------|--|
| P         |              |                 |                    | 35%                       | MS-1<br>MS-2   | 15%<br>20%     | Upon signature of the Contract by both Parties |

9. With reference to Article 6.3.2 of the Draft Contract, we hereby specifically confirm our full compliance.
10. Concerning the feasibility to export the deliverable items of the resulting Contract as foreseen in the Draft Contract including its Appendices, we hereby declare that we have examined the case and drawn the conclusion that there are no export restriction issues and thus no need to obtain specific licences or authorisations.
11. The legal representative to sign the resulting Contract on behalf of the Contractor will be: *..... (name and title of the person),*
12. The Response is valid during the following time period, reckoning from the closing date for Response submission: *..... months. (at least 3 months).*
13. We hereby acknowledge the right of the Agency during the validity period of this Response, to require the Tenderer to provide evidence of any element of his Response 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 authorised to commit the tendering entity and its proposed Subcontractor(s) if any, for this purpose.