**COVER LETTER and PROPOSAL TEMPLATE**

**for “Robotic Telescopes Demonstration” activity under Slovak PECS Programme**

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

***Cover Letter and Detailed Proposal shall be delivered as two separate documents.***

**[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: Iguassu Software Systems, a.s. (Iguassu),

 Evropská 657/120,

 160 00, Praha 6,

 Czech Republic,

 ***Att.: Mr Jiří Doubek***

Subject: **Iguassu\_PECS\_SK\_P3-SST-III\_CR02**

**ROBOTIC TELESCOPES DEMONSTRATION**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

With reference to the above Invitation to Tender (ITT), we are pleased to present this proposal:

1. The Tenderer (potential Contractor) is:

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

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

Telephone: **........**

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

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)”)*

1. The Subcontractor(s) participating to the activity is (are):

***Please fill in the tables below***

**PROPOSED TEAM and Price Breakdown Information:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Prime Contractor** | **Subcontractor 1** | **Subcontractor 2** |
| Economic Operator Complete Name and Legal Nature ([[1]](#footnote-1)) |  |  |  |
| SME (indicate YES or NO) |  |  |  |
| Large Space Integrator (indicate YES or NO) ([[2]](#footnote-2)) |  |  |  |
| ESA Entity Code (10000xxxxx) ([[3]](#footnote-3)) |  |  |  |
| ESA Business Unit Code (80000xxxxx) |  |  |  |
| Country (ISO Code) | SK |  |  |
| Price Type |  |  |  |
| Currency  |  |  |  |
| Total Price per Entity |  |  |  |  |  |
| **TOTAL PRICE** |  |

**Geographical Distribution within Proposed Team**

(for Prime and Subcontractors only, not for suppliers):

|  |  |
| --- | --- |
| Country(2-letter ISO code) |  |
| SK | xx % |
| country 2 | xx % |
| country 3 | xx % |

1. We hereby certify that the information provided to ESA for entity registration (individually for all entities involved in the tender) has been updated in the last twelve (12) months.
2. 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 section 2: a summary price breakdown showing the amount allocated individually to each of the participants, including the own share of the Contractor).*
3. The contact person of the Tenderer to whom all communications relating to this letter should be addressed is the following: ***......*** *(name of contact person(s) as well as fax number, telephone number, e-mail 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 |  |  |
| Telephone No. |  |  |
| e-mail address |  |  |

 b) for contractual and administrative matters as follows:

|  |  |  |
| --- | --- | --- |
|   | To: | With copy to: |
| Name |  |  |
| Telephone No. |  |  |
| e-mail address |  |  |

[OPTION: for electronic/handwritten signature]

[SUB-OPTION 1:]

The Parties agree that electronic signature of this Contract shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.

[end of SUB-OPTION 1:]

[SUB-OPTION 2:]

The Parties agree that the version of this Contract bearing a scanned handwritten signature shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.

[end of SUB-OPTION 2:]

 [end of OPTION: for electronic/handwritten signature]

1. 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 Appendices and/or 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 Template 1.5 (Technical Compliance Matrix).*

In addition, the technical contents of this Proposal 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.

1. The legal representative to sign the resulting Contract on behalf of the Contractor will be: ***.....*** *(name and title of the person)*
2. The proposal is valid during the following time period, reckoning from the closing date for tender submission: ***......*** months *(to insert a number compatible with Iguassu’s ITT Cover Letter.)*
3. We hereby acknowledge the right of the Agency during the validity period of this Proposal, to require the Tenderer to provide evidence of any element of its 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 Subcontractor(s) if any, for this purpose.

**[END COVER LETTER]**

**[DETAILED PROPOSAL TEMPLATE]**

**DETAILED PROPOSAL:**

1. **TECHNICAL PART**
	1. TECHNICAL REQUIREMENTS AND OBJECTIVES:
		1. Concise functional analysis of the technical requirements
			1. Proposed consolidation of the ITT requirements

……………

* + - 1. Suggested modifications to the requirements

……………

* + 1. Understanding of the main technical objectives of the ITT

……………

* + 1. Proposed approach to reach the main technical objectives of the ITT

……………

* + 1. First Iteration of Task 1

 ……………

* 1. POTENTIAL PROBLEM AREAS:
		1. Identification of the main problem(s) or problem area(s) likely to be encountered in performing the activity

……………

* + 1. Proposed solutions to the problems identified

……………

* + 1. Proposed trade-off analyses and identification of possible limitations or non-compliances

……………

* 1. TECHNICAL IMPLEMENTATION / PROGRAMME OF WORK
		1. Proposed Work Logic

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

……………

* + 1. Contents of the proposed work
			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. 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, available at esa-star Publication* [*https://esastar-publication.sso.esa.int/‌‌supportingDocumentation/‌details/18*](https://esastar-publication.sso.esa.int/supportingDocumentation/details/18)*.]*

……………

* 1. BACKGROUND:
		1. Existing own concepts/products relevant to the activity and/or to be used

……………

* + 1. Third Party’s concepts/products relevant to the activity and/or to be used

*[e.g. Subcontractors’ products or any other commercial product.*

*The use of any Third Party(ies) product for the development of the Deliverables under the resulting Contract needs the explicit prior written approval by the Agency.*

*It shall be the obligation of the Tenderer to verify and confirm in writing to the Agency that the licence, under which a Third Party(ies) Product shall be licensed to the Agency, grants the Agency at least the same, but non-exclusive perpetual usage, distribution and exploitation rights.*

*If the Tenderer is allowed to do so, the Tenderer shall provide and licence, based on a separate licence agreement with the Agency, to the Agency a complete copy on a physical media of the original Third Party(ies) Product]*

 ……………

* + 1. 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, with their status at the time of the foreseen execution of the proposed activity]*

 ……………

* + 1. Background of the company(ies)

*[Briefly describe relevant experience for the Contractor and Subcontractor(s), if any, for the performance of such a work]*

……………

* 1. TECHNICAL RESERVATIONS – TECHNICAL COMPLIANCE:
		1. Reservations

……………

* + 1. 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 in this Proposal Template.*

*(\*) 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]*

1. **MANAGEMENT, ADMINISTRATIVE AND IMPLEMENTATION PART**
	1. TEAM ORGANISATION AND PERSONNEL
		1. Proposed team
			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.]*

***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 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. Reporting lines within the team

 ……………

* + - 1. Position of each of the team members within his/her own company’s (or institute’s) structure

……………

* + - 1. Time dedication of key personnel

*[Identify the proposed key personnel and, for each key personnel identified in 2.1.1.1 above, 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)]*

……………

* + 1. Curricula Vitae

*[Concise CVs including relevant information for all key personnel*]

……………

* + 1. Rationale of the proposed industrial organisation

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

……………

* 1. PLANNING
		1. Proposed schedule and milestones

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

……………

* + 1. 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, also indicating (e.g. via colour code) the entity that is in charge of a given WP. The Bar Chart shall be provided in a readable (landscape) format.]*

……………

* 1. LIST OF DELIVERABLE ITEMS – SPECIFICATION OF ANY NON-CONFORMANCE
		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))]*

……………

* + 1. 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 limitation(s) or deletion(s). If you envisage addition(s), specify any additional deliverable(s) proposed]*

……………

1. **FINANCIAL PART**
	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.]*

*[Remarks concerning certain price elements:*

* + 1. *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(ies)), 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.*
		1. *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 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.*

* + 1. *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]*

* 1. 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]*

* 1. DETAILED PRICE BREAKDOWN
		1. PSS costing forms:

*[On the basis of the corresponding instructions to each form, complete and insert in your Proposal the costing form(s) requested below):*

* + - * + ***PSS A2*** *(Breakdown of total price per participating company or institute)*

 ***PSS A1***

* + - * + ***PSS A8***
				+ ***PSS A15.1***

*Note that the PSS form templates can be downloaded from esa-star Publication* [*https://esastar-publication.sso.esa.int/‌‌supportingDocumentation/‌details/18*](https://esastar-publication.sso.esa.int/supportingDocumentation/details/18)*.*

*Please read carefully the “Instructions” included in each form template.*

*The profit shall not exceed eight percent (8%) of the Total Company Cost shown on line 8 of PSS A2 form, issue 5 (“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 forms including those concerning your Subcontractor(s) are to be signed by the authorised representative of the company (or institute) concerned.]*

* + 1. Milestone Payment Plan

*[Provide a Milestone Payment Plan using the table here below. Please note that maximum 2 payments are foreseen during the 12-month project duration.*

*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 Subcontractor(s)]*

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestone (MS) Description** | **Schedule Date** | **Payments from ESA to (Prime) Contractor****(in Euro)** | **Country (ISO code)** |
|
| Progress (MS-1): Upon successful completion of WP xxx and/or successful [review and] acceptance of all related deliverable items. | To + … months |  |  |
| 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. | To + … months | (not less than 40% of the total Contract price) |
| **TOTAL** |  |

*[An Advance Payment is not granted automatically, it is required to demonstrate a significant need for cash disbursement at the beginning of the execution of the Contract.*

*Nevertheless, whenever an SME (as per definition in* [*http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32003H0361&from=EN*](http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32003H0361&from=EN)*) is involved as Prime or Subcontractor, it shall be entitled to a 35% Advance Payment irrespective of any cash disbursement needs.*

*Further, the SME has the right to request the offset of the 35% advance at the end of the Contract i.e. the two last milestones (ideally 25% at the last milestone and 10% at the preceding milestone), if this can be justified in view of the economic progress in the Contract.*

*The Tenderer shall keep in its files, for possible review by the Agency, the corresponding SME self-certification(s) submitted by any member of its Proposed Team. The self-certification(s) have to be provided on letterhead of the corresponding entity as per model hereunder:*

*“I confirm that the company I am representing satisfies all the criteria for SME qualification as per definition given in the recommendation 2003/361/EC of the European Commission.”*

*[+date, name and signature of authorised representative]]*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Prime (P)** | **Company****Name** | **ESA Entity Code** | **Country****(ISO code)** | **Advance Payment****(in Euro)** | **Offset against[[4]](#footnote-4)** | **Offset by Euro** | **Condition for release of the Advance Payment** |
| P |  |  |  | Amount | MS-1 | Amount | Upon signature of the Contract by both Parties |

*[OPTION: if Subcontractors]*

For information purposes only:

|  |
| --- |
| **For Information purposes only:** Amounts in Euro for Contractor and Subcontractor(s) |
| **Milestone** | **Insert Prime Contractor** | ***Insert Country******(ISO code)*** | **Insert Sub-contractor A** | ***Insert Country******(ISO code)*** | **Insert Sub-contractor B** | ***Insert Country******(ISO code)*** |
| MS 1 |  |  |  |
| MS 2 |  |  |  |
| **TOTAL** |  |  |  |

*[END OPTION: if Subcontractors]*

* + 1. Travel and subsistence plan

*[Should you and/or any proposed Subcontractor(s) envisage to make and charge travel expenses for the execution of the Contract, you will have to complete Exhibit B of the PSS A2 form.*

*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)]*

**[END DETAILED PROPOSAL TEMPLATE]**

1. Specify here the type of business entity to which the company belongs (e.g Limited Company, Société Anonyme, AG etc). [↑](#footnote-ref-1)
2. According to registration with ESA. [↑](#footnote-ref-2)
3. The ESA Entity Code corresponds to the esa-p Vendor Code. [↑](#footnote-ref-3)
4. An SME has the right to request offset of the 35% advance at the end of the Contract, i.e. the two last milestones (ideally 25% at the last milestone and 10% at the preceding milestone), if this can be justified in view of the economic progress in the Contract. [↑](#footnote-ref-4)