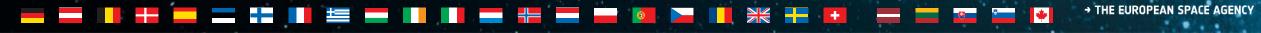


# How to prepare a successful proposal

11<sup>th</sup> September 2023

ESA UNCLASSIFIED – For ESA Official Use Only



# Today's agenda



- 09:00 Introduction (Malta delegation)
- 09:30 Introduction (ESA)
  - Quick overview of ESA

Accession overview and what is PECS and what is the purpose of PECS

- 10:00 The Basics of ESA Procurement (ESA)
- 11:15 Objectives of the PECS Call (ESA)
- 14:00 How to prepare a successful proposal (technical part)
- 16:00 How to prepare a successful proposal (management, cost and contractual part)
- 17:30 End of day



- Disclaimer
- The proposal template Cover Letter
- The proposal template Part 1 Technical and Application part
- The proposal template Part 2 Management part
- The proposal template Part 3 Financial part
- The proposal template Part 4 Contract Conditions part



This presentation material does not contain sufficient information to be used, in any way, in the context of any ESA ITTs (Invitation-to-Tender) or Call for Proposals (CfP).

This presentation is just to help understand, in a simplified manner, some of the key elements associated with ESA proposals.

Proposal templates can vary; however, some main elements are provided in this presentation to serve as an example and guidance. Do not copy any part of the examples given.

Please ensure that your Proposal is compliant with the requirements contained in the specific CfP documentation.



During this presentation we will draw your attention to **common mistakes** and oversights in proposals. It is not a prescriptive 'do it like this' list and the material must be sensibly applied to your particular case.

There is no substitute for a good idea. This presentation will only help you to present your idea in a way it can be **understood by reviewers**.

Please ensure that your Outline Proposal is compliant with the CfP conditions of tender and cover letter – each ITT can be different. Do not use a previous template from any other CfP.

#### **REMEMBER:**

**ESA is only allowed to evaluate what is in the 25 pages of the proposal** – do not assume that the reviewers have "your common knowledge" or that "it is commonly known". We cannot evaluate intentions, "read in-between-the-lines" or guess what you mean. We are only allowed, outside of the proposal, to consult ESA-STAR or other ESA internal information.

**The TEB members have to read typically 20+ proposals in total per TEB** – the easier you make it for them to read and understand, the better for both them and you.

# **Proposal Template – Cover Letter**

#### Contains details on:

- Title
- The team submitting the proposal
- **Cost** of the proposal
- What type of activity (a, b, c, d, e)
- **Duration** of the proposal
- Who is the point of contact
- Acceptance of contract conditions
- Statement concerning export restrictions
- Statement on free competition
- Legal representative
- Validity of the proposal
- etc.

## It MUST be signed

REMEMBER: By signing the cover letter you are accepting the contract conditions – so do not, in the proposal, state that you want to modify them.



### Hints and tips: The Title

Each call may have many proposals. To aid reviewers, pay attention to the title of your proposal. It should prepare them for what they are about to read and clearly identify your proposal:

-Keep it short

-Keep it clear

-Make it descriptive and relevant

-Do not waste time to think up overly long titles or try to force acronyms for the project.

#### Examples

-Simple and concise – but OK: "Increasing coffee sales by responding to customer demands"

-Overly long and unnecessarily complex: "Investigating and testing various methods of maximising financial revenue and fiscal returns resulting from bean derived hot beverages sales in a customer focused environment using direct market feedback and other methods."

-Trying too hard for an acronym: "Cash maximising Objectives for increased Financial and Fiscal returns in a European Environment for HOt Beverages Sales (COFFEE HOBS)"



# Proposal Template Part 1 Technical and Application Part

# Proposal Template: Part 1 – Technical and Application Part ••• Cesa

- 1.0 INTRODUCTION AND SCOPE
- 1.1 TECHNICAL OBJECTIVES
- 1.2 <u>REQUIREMENTS</u>
- 1.3 TECHNOLOGY READINESS LEVEL



#### 1.0 INTRODUCTION AND SCOPE

Provide the background and rationale of what you are proposing to do. Keep it succinct (not more than half a page), but clear enough to provide sufficient context for your development.



### 1.1 TECHNICAL OBJECTIVES

The Objective is what you hope to achieve with the proposal (i.e. the end goal) and the key constraints or conditions under which that should be met. This is sometimes called the mission goal in texts. In theory, everything you propose to do should be derivable from this statement.

- 1. Objectives should:
  - 1. Be **short** (1 to 3 sentences)
  - 2. Be clear and verifiable
  - 3. Contain the **core essence** of what should be achieved
- 2. Objectives should not:
  - 1. Describe the work to be done, the workflow or how to do it
  - 2. Describe the nice to haves/ options
  - 3. Be overly long and descriptive

"...this nation should commit itself to achieving the goal, before this decade is out, of landing a man on the Moon and returning him safely to Earth" – this was the objective stated for a 24 Billion dollar project.

In 'Application' part of the proposal you should justify WHY this is a good objective and how it fits the programmatic constraints!

### 1.2 <u>REQUIREMENTS</u>

For proposals, requirements are the **key measurable features** that the product or the work must meet in order to be declared successful. They should take into account what the end user needs/considers important.

#### **Requirements are:**

- Clear, verifiable, quantitative and measurable.
- Requirements tell you what needs to be achieved / realized
- Requirements are what we all use to measure if the objectives were achieved

Note: Ideally requirements will also be justified in the proposal.

#### **Requirements are not:**

• The facilities, tools, experience or personnel that you *need* to perform the work.

If you are not in a position to properly define a full set of clear, well formulated requirements then consider to either look at a preparatory activity or include an activity focused on requirement definition and include a work package to this end.

Example (in a cafeteria):

### Well formulated requirements:

- The coffee shall be served at a temperature between 85 and 90°C.
- The coffee shall be delivered to the customer within 4 minutes of being ordered.
- The coffee shall be dispensed in 200ml +/- 10ml servings.
- The customer shall receive a biscuit with each coffee, included in the price of the coffee

### **Poorly formulated requirements:**

- The coffee has to be a good temperature
- The coffee must be served quickly
- The coffee shall have big serving sizes
- We want people to have biscuits with their coffee

### Not a requirement at all in this sense:

- We need to buy a kettle and coffee cups
- · We need to hire someone to make the coffee
- We should do a trade off on what biscuits to give
- We shall get a coffee sellers license



## 1.3 TECHNOLOGY READINESS LEVEL

Indicate and substantiate the current TRL level of the technology.

Refer to **Appendix 4** to the ITT Cover Letter for the description of TRLs.

Please note that the type of activity proposed, Type a, b, c or f has to be **compatible** with the start and end TRL indicated in the **Cover Letter** of the call.

# **1.4 ENGINEERING APPROACH**

- 1.4.1 State of the Art
- 1.4.2 Technical Steps
- 1.4.3 Proposed Work Logic
- 1.4.4 Implementation aspects

NB! This is expected to be the core/bulk of the proposal

# 1.4 ENGINEERING APPROACH

1.4.1 <u>State of the Art</u>

Provide a brief overview of "State of the Art".

Explain why you chose your proposed baseline instead of others, what benefit does it have over the others?

# 1.4.2 <u>Technical Steps</u>

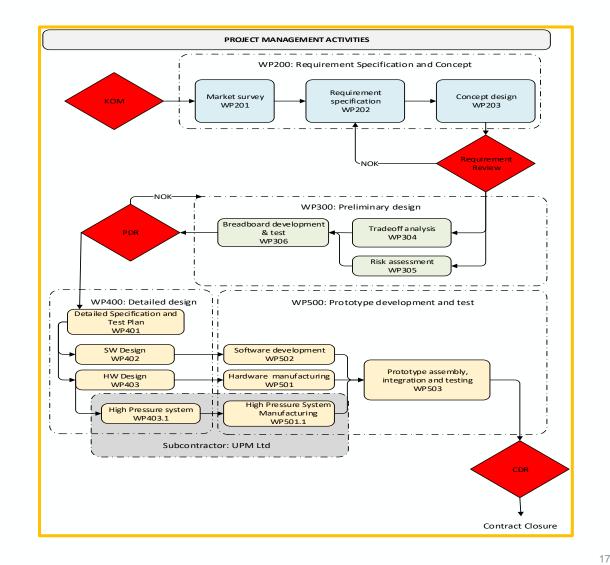
Present and discuss in **DETAIL** the scientific/technical steps to achieve the set objectives.

This needs to correspond to the **Work Flow Logic**! This is the text description and justification of the flow chart and the Work Breakdown Structure.

# Proposal Template: Part 1 – Technical and Application Part CCES

# **1.4 ENGINEERING APPROACH**

- 1.4.3 Proposed Work Logic
- Include the reviews and decision points
- Consistency with WBS (and easy traceability)
- Parallel/serial consistency is logical (consistent with GANTT chart)
- Sub-contractor work is clear
- Dependencies clear



# **1.4 ENGINEERING APPROACH**

- 1.4.4 Implementation aspects
- Have you answered these questions?
  - 1. What are the key stages/ steps in the work/activity?
  - 2.What is the goal/ purpose of each step?
  - 3. What will be done in each step?
  - 4. How will each step be assessed, controlled, **reviewed** or validated?
  - 5. How does each step relate to the others?
  - 6.If there are subcontractors: **How** is the work broken up between companies? **Why?**
  - 7. What are the **key trade offs**? What are the key decision points?
  - 8.First baseline design.

#### 1.5 TECHNICAL FEASIBILITY, PROBLEM AREAS AND DEVELOPMENT RISK

The problem areas and risks discussions are intended to cover primarily TECHNICAL (and PROGRAMMATIC where there is a key dependency/ timeliness issue), problem areas and risks that may arise DURING the work and cannot be pre-emptively resolved prior to the start of work.

Correct identification of risks and potential problems **shows you understand** the work you are proposing and can manage it properly.

Discussion of risks and problems should include a mitigation and prevention actions:

- What is the potential impact if the problem/risk arises?
- Prevention: What actions will you take to minimise the risk of it becoming a reality?
- Mitigation: What will you do if the worst case happens, how will you ensure the project can continue (can it?)?
- Provide details to show those mitigating actions are credible and feasible.
- **DO NOT** focus on manpower issue, management issues
- DO include technical issues, risks and problems
- DO include planning issues related to critical path items

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#### 1.6 **PROSPECT FOR EXPLOITATION AND USE**

This is very strongly linked to the objectives and the requirements (in particular the user requirements).

- 1.Who will use the technology developed?
- 2.What will they use it for?
- 3.Why is it needed?
- 4. What are the competing technologies/ methods?
- 5. Why could this be better?
- 6.Is there a valid business case for continuing after this activity?
- 7.Does it match the programmatic constraints of the call? (BE EXPLICIT WRT COVER LETTER)

If you don't know the answers to all these and can't convince us then why should we finance the development? Think about a preparatory activity.

# 1.7 TECHNICAL IMPLEMENTATION / PROGRAMME OF WORK

1.7.1 Work Breakdown Structure (WBS)

1.7.2 Work Package Description (WPD)

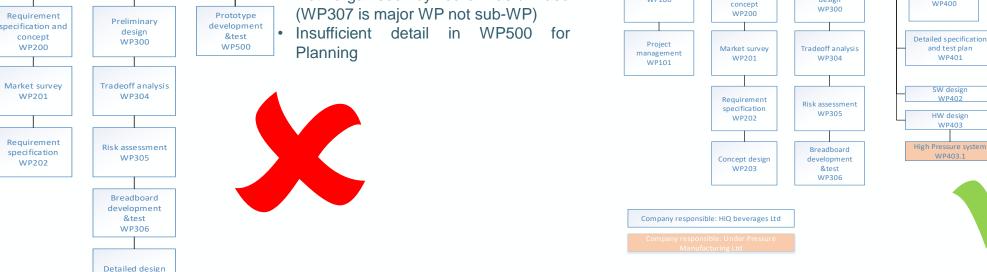


# 1.7.1 Work Breakdown Structure (WBS)

- Logically structure the main Work Packages following the main tasks of the work flow (preferably 'gated' by reviews)
- Include WP for management
- Ensure each company has separate (sub)work packages
- Ensure all tasks in one work package 'belong together'

#### No Management No split by company Prototype Requirement • Not organised by core Task/Phase Management Preliminary specification and Detailed design development WP100 design WP400 &test

CM2000 Development



1.7.1 Work Breakdown Structure (WBS)

**HBM** Development

WP307

# **Proposal Template: Part 1 – Technical and Application Part**

Prototype

assembly.

integration and

testing

WP503

WP500

Software

development

WP502

Hardware

manufacturing

WP501

**High pressure** 

system

WP501.1

and test plan

WP401

SW design

WP402

HW design

WP403

**High Pressure system** 

WP403.1

# 1.7.2 Work Package Description (WPD)

- The WPDs form the **detailed description** of the work that will be performed
- They **scope the work** and the deliverables
- They allow a **basis for the costing**
- They **discriminate the work** and responsibilities of the different companies/ entities

Note that the ECSS propose a standard template for a WBS and WPD (for the WPD the ESA PSS A20 form can be used)

#### 1. Essential Data:

- a. Work Package (WP) Title, WP Manager, Company
- b. Start and end dates (T0+) and/or EVENT (PDR, CDR)
- c. Inputs
- d. Description of work (e.g.: tasks and sub-task)
- e. Outputs (each WP will result in a number of technical documents, for example output of WP1 (task 1.1 and task 1.2), there will be TN1.1 and TN1.2

#### 2. TIPS:

- a. WP Manager should be responsible for the work (e.g. have suitable experience)
- b. Duration (Start: T0 + 1, End: T0 +5).
- c. Describe work (bullets) at sufficient detail to understand level of analysis performed, workflow within the WP, reviews to be held etc. Avoid generic ambiguous high-level descriptions (e.g. 'Perform design')
- d. Outputs are all deliverables produced, ensure consistency with Deliverables list and deliverable identifiers.

# **Proposal Template: Part 1 – Technical and Application Part**



Note: The outputs to the Work Package Descriptions shall be included in the List of **Deliverables!** 

| PROJECT: CM2000 Development                               | PHASE: 1   | WP: 200      |
|---|--|--------------|
| WP Title: Requirement Specification and Concept           |  | Sheet 1 of 1 |
| WP Manager: Mr. Bean                                      |  |              |
| Start Event: KOM<br>End Event: End of project             | Planned Date: 1 <sup>st</sup> April 2018<br>Planned Date: 1 <sup>st</sup> April 2019 |              |
| Tasks:<br>Do market survey<br>Write Requirement Specifica | ation  |              |
| Outputs:<br>Technical Note                                |  |              |

- Too high level •
- Too open to interpretation
- Scope undefined
- Deliverable undefined ٠
- Company missing
- No inputs
- Actual dates used
- Not linked to planning (events)

| PROJECT: CM2000 Development   | PHASE: 1                        | WP: 201      |     |
|---|---------------------------------|--------------|-----|
| WP Title: Market Survey   |                                 | Sheet 1 of 1 | 10- |
| Company: HiQ Beverages Ltd  |                                 | Issue Ref: 1 |     |
| WP Manager: Mr. Bean  |                                 | Issue Date   |     |
| Start Event: KOM  | Planned Date: T0                | 15.08.2018   | C   |
| End Event: RR   | Planned Date: T0+3              |              | _   |
| Inputs:   |                                 |              |     |
| • SoW   |                                 |              |     |
| <ul> <li>Approved proposal</li> </ul>   |                                 |              |     |
| KOM Minutes of Meeting  |                                 |              |     |
| <ul> <li>AD1</li> <li>RD1</li> </ul>  |                                 |              |     |
|   |                                 |              |     |
| Tasks:  |                                 |              |     |
| Perform a survey of all currer  |                                 |              |     |
| Compare key requirements ar   |                                 |              |     |
| <ul> <li>Compare key performance in<br/>reliability)</li> </ul>   | dicators (efficiency, lifetime, |              |     |
| <ul> <li>Compare and analyse cost (ur</li> </ul>  | nit cost, running cost)         |              |     |
| <ul> <li>Identify and analyse customer<br/>provider)</li> </ul>   | r requirements (coffee          |              |     |
| <ul> <li>Assess the current annual den<br/>Europe</li> </ul>  | nand for hot beverages in       |              |     |
| Perform trend analysis for hot beverage demand in Europe  |                                 |              |     |
| <ul> <li>Identify most popular hot bev<br/>requirements</li> </ul>  | verages and key end-user        |              |     |
| Collect and analyse new and a second se | emerging requirements for       |              |     |
| popular hot beverages   | - 1- : · f 1- :                 |              |     |
| <ul> <li>Assess the potential future ma<br/>requirements</li> </ul>   | arket for any evolving          |              |     |
| Identify consumer needs not a   | currently addressed by HBM      |              |     |
| Specifically Excluded Tasks:  |                                 |              |     |
| <ul> <li>No competitor machines will</li> </ul>   |                                 |              |     |
| <ul> <li>No taste testing/ surveying with</li> </ul>  | ill be performed                |              |     |
| Outputs:  | accurate Damant                 |              |     |
| D01: Current and Future Market Ass<br>D02: Emerging Hot Beverage Requir   |                                 |              |     |

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# **1.8 Background of the company(ies)**

We are only interested in RELEVANT background and experience.

Coffee Example:

- 1. **Directly relevant** experience for a Coffee maker: Having made coffee before for themselves or having made multiple types of coffee in a café
- 2. Partially relevant experience for a Coffee maker: Having made other (non-coffee) hot beverages, having worked in a café where coffee was made, but not actually making the coffee.
- 3. Non-relevant experience for a Coffee maker: Cleaning the café, playing football, driving a car

Do not waste space in the proposal with non-relevant experience. Relevant patents, papers or publications could be included in Annex(es)

If the people or bidding team is missing key background, experience or knowledge – **identify this yourself and explain how you will get it**.

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# **1.9 Facilities**

Facilities are the things needed **in order to complete the work proposed**. You need to identify **what you need** for the proposed work and **whether you have it**, or **how you gain access** to it.

## 1. Example Facilities

- 1. Test equipment
- 2. Specialist design and analysis software
- 3. Specialist computing facilities
- 4. Specialist manufacturing facilities
- 2. Examples of things **NOT** considered Facilities:
  - 1. Your building and address
  - 2. Your car park
  - 3. Your desks and office furniture
  - 4. Standard computers, office s/w and printers



# Proposal Template Part 2 Management Part

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## 2.1 TEAM ORGANISATION AND PERSONNEL

- 2.1.1 Proposed team
  - 2.1.1.1 Overall team composition, key personnel

Provide an organigram that describes the overall team composition, including participants from all **Sub-contractors**, if any, and including all **key** (i.e. having a major role within the team and/or being responsible for one or more WPs) personnel.



# **NB! Key Personnel**

A Key Personnel is someone playing a leading role in the activity OR providing irreplaceable experience and expertise.

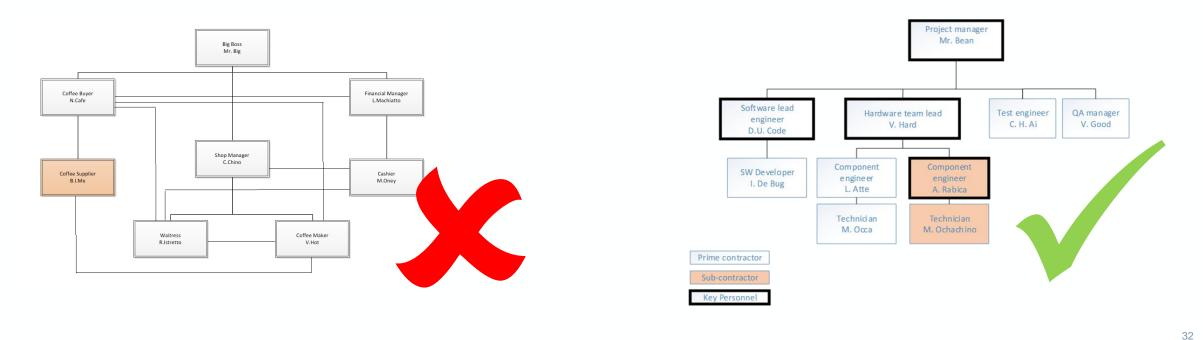
- 1. Anyone contributing <<10% of their time is being used very inefficiently and is by definition not playing a leading role (unless due to unique expertise).
- 2. If someone is claimed to be a key personnel because they have irreplaceable experience and expertise **explain the role** they play, what this is and how it will be exploited.
- 3. High numbers of claimed key Personnel does not make the proposal any better. Demonstrated good and **effective use of people** with the right background and with clear roles is better.
- 4. The percentage of the working time that each key personnel will dedicate to each Work-package (WP) shall be given. For the management task, if the consortium is not large, the percentage should not be higher than ~10%.



#### 2.1.1.1 Overall team composition, key personnel

Provide an organigramme for the Project Team (including sub-contractor(s), if any), this is intended to show the reporting lines and responsibility/delegation. It does not show who talks to whom on a daily basis.

- Each sub-contractor should have 1 formal contact point
- NO steering committees in ESA contracts Project Manager (in discussion with ESA) is responsible for the direction, quality of work, decisions and timeliness.





# 2.1.1.2 Rationale of the proposed industrial organisation

- Rationale of the team composition
- Rationale of the split of work between Prime and subcontractor(s) (if any)
- Justification for the choice of subcontractor(s) (if any)

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

- Clear and short description (not WP responsibility only)
- 2.1.1.4 Time dedication of key personnel
- Check consistency with PSS Forms

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### 2.2 Curricula Vitae

One summary resume per key person

Include:

- Role
- Relevant experience
- Very summarised version of other experience

Full CV can be included in an Annex



### 2.3 Management of Subcontractor(s)

In case of Subcontractor(s), present management plan and procedures to exercise monitoring and control over the subcontractor(s).





### 2.4 PLANNING

- 2.4.1 GANTT chart
- 2.4.2 Proposed Schedule
- 2.4.3 Meeting and Travel Plan



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#### 2.4.1 GANTT chart

The GANTT chart shows you can organise your work, provides a tool to monitor the work, to communicate key dates and to *show what drives the schedule*.

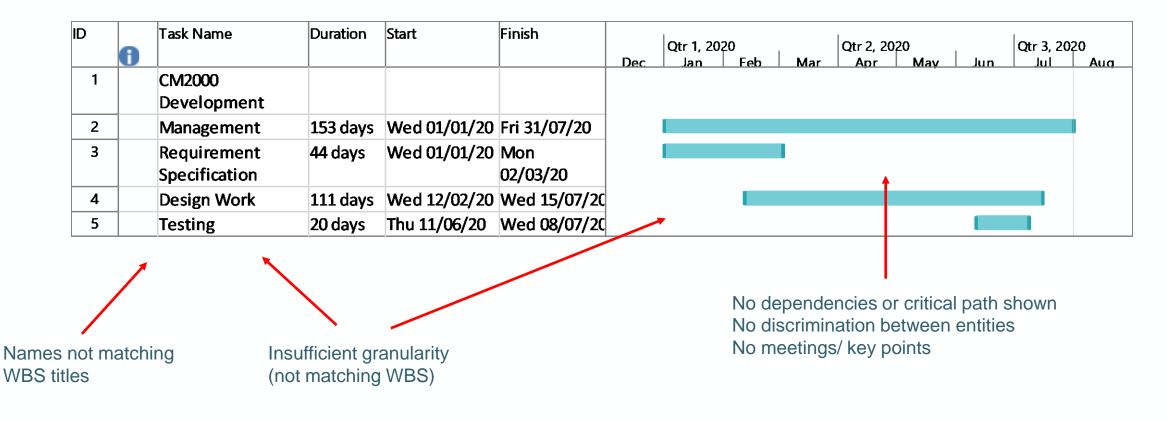
It shows you understand the work involved in what you are proposing.

Some tips for GANTT charts:

- 1. It should link clearly to WBS and Flow Chart
- 2. It should show milestones, reviews and **key** deliverables
- 3. It should show the **key** dependencies between tasks
- 4. Include to a 'sensible' level (not too much, not too little) ask can you monitor progress?
- 5. Is there a critical path? Is it shown and discussed?



#### **Bad GANTT chart**





#### **Good GANTT chart**

| ID | Task Name   | Duration | Start                | Finish              | January 2020         February 2020         March 2020         April 2020         May 2020         June 2020         June 2020         July 2020 | August 2020<br>0 04 09 14 19 |
|----|---|----------|----------------------|---------------------|---|------------------------------|
| 0  | CM2000  | 153 days | Wed 01/01/20         | Sat 01/08/20        |   |                              |
|    | Development Phase                                 |          |                      |                     |   |                              |
| 1  | Kick-Off  | 1 day    | Wed 01/01/20         | Wed 01/01/20        | ₩ <sub>1</sub>  |                              |
| 2  | WP100 Management                                  | 153 days | Thu 02/01/20         | Sat 01/08/20        |   |                              |
| 3  | WP200 Requirement<br>specification and<br>concept | 44 days  | Wed 01/01/20         | Sun 01/03/20        |   |                              |
| 4  | <b>WP201 Market</b><br>survey                     | 23 days  | Wed 01/01/20         | Fri 31/01/20        |   |                              |
| 6  | Progress meeting #                                | 0 days   | Fri <b>31/01/2</b> 0 | Fri <b>31/01/20</b> | Progress meeting #1   |                              |
| 7  | WP202<br>Requirement<br>Specification             | 22 days  | Fri 31/01/20         | Mon 02/03/20        |   |                              |
| 9  | WP203 Concept<br>design                           | 22 days  | Fri 31/01/20         | Mon 02/03/20        |   |                              |
| 11 | Progress meeting #2                               | 0 days   | Mon 17/02/20         | Mon 17/02/20        | Progress meeting #2   |                              |
| 12 | RR  | 0 days   | Mon 02/03/20         | Mon 02/03/20        | RR RR   |                              |
| 13 | WP300 Preliminary<br>Design                       | 111 days | Mon 02/03/20         | Sat 01/08/20        |   |                              |
| 14 | WP304 Tradeoff<br>Analysis                        | 21 days  | Tue 03/03/20         | Tue 31/03/20        |   |                              |
| 16 | Progress meeting #                                | 0 days   | Fri 01/05/20         | Fri 01/05/20        | Progress meeting #3   |                              |
| 17 | WP305 Risk<br>Assessment                          | 67 days  | Tue 03/03/20         | Wed 03/06/20        |   |                              |
| 19 | WP306 BB<br>Development&Tes                       | 89 days  | Wed 01/04/20         | Sat 01/08/20        | τ   |                              |
| 21 | Progress meeting #                                | 0 days   | Mon 01/06/20         | Mon 01/06/20        | Progress meeting #4   |                              |
| 22 | PDR   | 0 days   | Sat 01/08/20         | Sat 01/08/20        | · · · · · · · · · · · · · · · · · · ·   | PDR                          |

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#### 2.4.2 Proposed Schedule

Provide a synthetic **summary** of the schedule including duration, planning assumptions (e.g. envisaged **start date**, **holidays** etc.) and identifying and explaining **key planning drivers** and dependencies.

#### 2.4.3 Meeting and Travel Plan

Should be **consistent** with the cost given in **PSS A2**, **Exhibit B** and shall include not only meetings with the Agency but also meetings with sub-contractors involving travel, field trips, travels to test houses.

- All meetings with ESA (e.g. progress meetings note these may be via telecon)
- All reviews, both internal and with ESA (e.g. Requirements Reviews, Design Review, Test Readiness...)
- All meetings with sub-contractors or potential customers (e.g. progress meetings, working meetings, requirement definition meetings)
- All travels to facilities (e.g. Test houses, Ground truth measurement areas) Final Presentation (at ESA premises)

**NOT** to include:

- Any meeting or travel not DIRECTLY needed for progression of the activity (e.g. conferences, promotional activities...)
- Ad-hoc meetings to resolve problems (e.g. supply problems)



#### 2.5 DELIVERABLE ITEMS

The List of Deliverable Items shall be grouped in **Documentation**, **Hardware and Software** and shall include sufficient **explanation** to unambiguously represent the **scope** of the deliverable.

- 2.5.1 <u>Documentation</u>
  - Ensure there is a description of each deliverable to avoid later discussion!
  - Ensure consistency with WPDs!

2.5.2 Other Deliverables (Hardware, Software, Models, Data, etc.)

# **Proposal Template: Part 2 – Management Part**





ESA implements the European Cooperation for Space Standardization (ECSS) in it's programs. This implementation is **not required** for PECS projects, but it is **recommended** to implement them at least partially to better understand the way ESA programs work and the terminology used and resulting requirements.

ECSS documentation is available for free download from <u>www.ECSS.nl</u>. Registration on the website is free.

The key document to start with for project management is:

• ECSS-M-ST-10C Project Planning and Implementation (Chapter 4,5 and Annex A)



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# Proposal Template Part 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 without cents, 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 Sub-contractor that is directly related to the subject matter of the licence or royalty agreement.

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# **Proposal Template: Part 3 – Financial Part**



#### (cont.)

#### 3.1 PRICE QUOTATION FOR THE CONTEMPLATED CONTRACT:

Remarks concerning certain price elements:

#### 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. Please note that subcontractor are not VAT exempt. In this connection you shall pay attention to the provisions stated in Article 3 of the Draft Contract (Appendix 1 to the ITT). In case you consider that you and/or your Sub-contractor(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 Sub-contractor 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]



**Hints and tips: Price Quotation** 

1. The price of the Contract will be a **Firm Fixed Price without VAT**.

The EU provides International Organisations the privilege to be exempted from VAT for intra-community transactions. ESA, as an International Organisation, is classified as <u>non-taxable</u>. ESA applies this privilege by issuing a VAT EXEMPTION CERTIFICATE for its contract. ESA does therefore not have a EU VAT-ID number

#### => The VAT Exemption certificate will be provided with the original contract.

- The Prime Contractor is the only one receiving the VAT EXEMPTION CERTIFICATE as it is the supplier in direct contractual relationship with ESA. It is the Prime Contractor to invoice ESA directly.
- Sub-contractors will not receive the VAT EXCEMPTION CERTIFICATE as they do not stand in a direct contractual relationship with ESA; they are paid by the Prime.



**Hints and tips: Price Quotation** 

- 2. The price of the proposed activity must be transparent, clear and credible.
- ✓ **TRANSPARENT**: Where does the money go? (e.g: the cost structure, hardware etc.)
- ✓ **CLEAR:** Level of details is important => PSS forms
- ✓ **CREDIBLE:** Are the cost credible to achieve the objectives of the proposed activity ?
- □ After the contract is signed by both party, ESA does not require financial reporting on the evolution of the spending.
- All financial details are set in the proposal & at negotiation. The proposal and the minutes of meeting will be part of "the rules of the game" together with the Contract for the all duration of the contract.
- □ The <u>financial envelope in the ITT is an earmarked budget it is **NOT** a goal. Price must be fair and reasonable for the scope of work described in the proposal.</u>



#### 3.2 DETAILED PRICE BREAKDOWN

3.2.1 Procedures Specifications and Standards (PSS) costing forms:

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

- **PSS A1** Company Cost Rates and Overheads
- **PSS A2** Company Price Breakdown Form
- **PSS A2** Exhibit A Other Cost Element Details (if applicable)
- PSS A2 Exhibit B Travel and subsistence plan
- **PSS A8** Manpower & Price Summary per WP

Note that the PSS form templates can be downloaded from esa-star Publication https://esastarat publication.sso.esa.int/supportingDocumentation under Reference Documentation/Administrative Documents/PSS Forms/Issue 5. Each of the PSS forms must be signed.

Note for co-funded activity, the PSSA2, Exhibit A and Exhibit B and PSSA8 should present the total cost of the activity including the cofunded amount. No profit can be charged on co-funded activity. The amount co-funded by the Tenderer shall not include any additional cofinancing from other public R&D or other public programmes. The difference between the total cost of the activity and the total price of the present Contract shall be funded by the Contractor through [its internal funds/ or specify as required], and shall not be recharged to the Agency in other Contracts, nor in the form of overhead.

For fully funded activity, the profit shall not exceed eight percent (8%) of the base cost defined in item no. 9 of PSS A2 form, issue 5 ("Company Price Breakdown Form").

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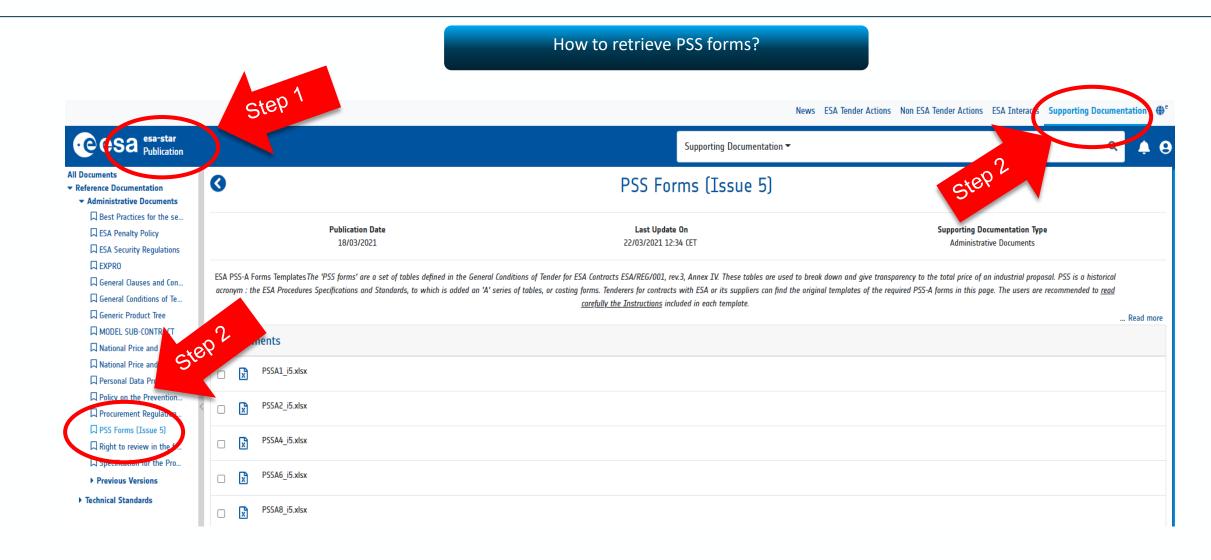


**Procedures Specifications and Standards (PSS)** 

- PSS A1 Company Cost Rates and Overheads
- PSS A2 Company Price Breakdown Form
- PSS A2 Exhibit A Other Cost Element Details (if applicable)
- PSS A2 Exhibit B Travel and subsistence plan
- PSS A8 Manpower & Price Summary per WP

## **Proposal Template: Part 3 – Financial Part**





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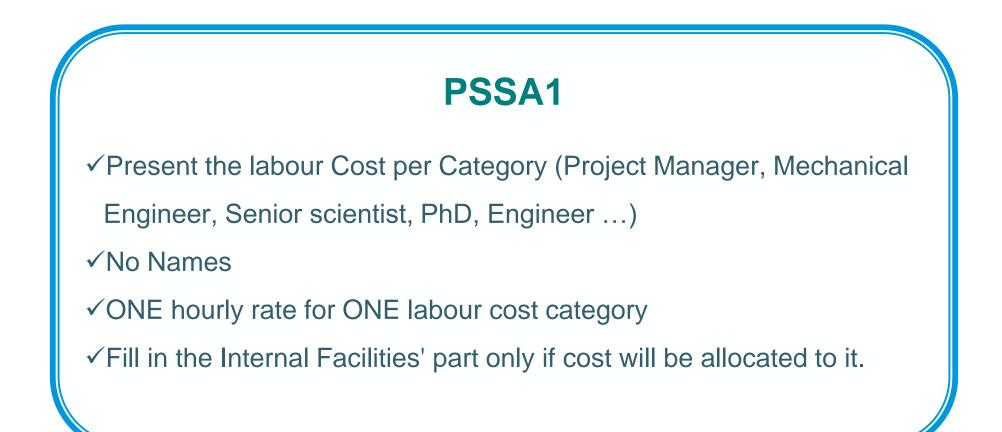
Why do we use PSS Forms?

- Fairness: PSSs are standard tools used for all ESA activities/ITT. All costs are presented the same way to allow systematic evaluation.
- □ Clarity: PSSs allow to review clearly where the money is allocated.
- Evaluation tool: e.g number of hours spent per key personnel per Work Package, cost per category, hardware cost...

## **Check carefully the Instruction Page**

BE AWARE: We evaluate in detail the cost. We will challenge the number of hours and the cost allocation to verify that the cost are true and credible.







# PSSA2

- ✓ Full vision of the cost allocated to the activity
- ✓ If applicable, do not forget to include profit and cost of subcontractors
- ✓ Exhibit A : Details the cost allocated to hardware, services and miscellaneous
  - TIPS: Cost must be detailed and verifiable against current market price
- ✓ Exhibit B: Details the travel costs
  - No conference unless strictly linked to the need of the activity. We promote teleconference whenever possible. Not everyone need to come to the Final Presentation.
- ✓The instruction provides all the definitions related to OTHER DIRECT COST ELEMENTS.

# **Proposal Template: Part 3 – Financial Part**



Hints and tips: PSS A2 Key review points by Technical Experts

## Total # hours Total # FTE

- Are these reasonable for the duration and scope of work?
- Do they match the # and time allocation of key people?

| COMPA | NY PRICE BREAKDOWN FO                       | RM       |  | Form N                         | lo. <b>PSS A2</b>                    | Page no.                   | 1 0 | of 1                 | Issue 5                   |
|-------|---|----------|--|--------------------------------|--------------------------------------|----------------------------|-----|----------------------|---------------------------|
| RFQ/  | TT No.: 18                                  | 3.187.04 |  |                                | COMPANY                              |                            |     |                      |                           |
| Propo | sal/Tender No.: 1                           |          |  |                                | Name:                                | HiQ Beverages Ltd          |     |                      |                           |
| Туре  | of Price:                                   | FFP      | Firm Fixed Price                               |                                | Country:                             | Estonia                    |     |                      |                           |
| Econ  | omic Condition:                             | 2018     |  |                                |                                      |                            |     |                      |                           |
| Natio | nal Currency (NC):                          | EUR      |  |                                | Representative                       |                            |     |                      |                           |
| Excha | inge Rate (X): 1                            | 1 EURO = | 1.00000  | EUR                            | Name and Title:                      | Mr. Bean                   |     |                      |                           |
| Contr | actual Phase: N/                            | Ά        |  | •                              | Signature:                           |                            |     |                      |                           |
| Proje | ct/Work Package(s):                         |          |  |                                | ~                                    |                            |     |                      |                           |
|       |   |          |  |                                |                                      | I                          |     | TOTAL<br>(NC)<br>EUR | TOTAL<br>(EURO)<br>NC / X |
|       | LABOUR                                      |          |  |                                |                                      |                            |     |                      | ,                         |
|       | abour cost centres or catego<br>Description | ories    | No. of FTE<br>(calculated)<br><b>U = W / V</b> | Sold Hours per<br>ManYear<br>V | Manpower Effort<br>No. of Hours<br>W | Gross Hourly Rate<br>in NC |     |                      |                           |
|       | Project Manager                             |          | 0.2  | 1,600                          | 300                                  | 39.24                      |     | 11,772.00            | 11,772.0                  |
|       | Senior Engineer                             |          | 0.9  | 1,800                          | 1,550                                | 57.84                      |     | 89,652.00            | 89,652.00                 |
|       | Junior Engineer                             |          | 0.3  | 1,800                          | 550                                  | 36.72                      |     | 20,196.00            | 20,196.0                  |
|       | Technician                                  |          | 0.2  | 1,800                          | 400                                  | 28.44                      |     | 11,376.00            | 11,376.0                  |
|       | QA Manager                                  |          | 0.0  | 1,800                          | 80                                   | 48.72                      |     | 3,897.60             | 3,897.6                   |
|       |   |          |  |                                |                                      |                            |     | 0.00                 | 0.0                       |
| /     |   |          |  |                                |                                      |                            |     | 0.00                 | 0.0                       |
|       |   |          |  |                                |                                      |                            |     | 0.00                 | 0.0                       |
|       |   |          |  |                                |                                      |                            |     | 0.00                 | 0.0                       |
|       |   |          |  |                                |                                      |                            |     | 0.00                 | 0.0                       |
|       |   |          |  |                                |                                      |                            |     | 0.00                 | 0.0                       |
| 1     | Total Direct Labour Hours a                 | ind Cost | 1.6  |                                | 2880.0                               |                            | Α   | 136,893.60           | 136,893.60                |
|       | INTERNAL SPECIAL FAC                        | CILITIES | •  |                                |                                      | •                          |     |                      |                           |
| Code  | Description                                 |          |  | Type of unit                   | No. of units                         | Unit rates<br>in NC        |     |                      |                           |
|       | Pressure testing Chamber                    |          |  | Day                            | 1                                    | 1,000                      |     | 1,000.00             | 1,000.00                  |
|       |   |          |  |                                |                                      |                            |     | 0.00                 | 0.0                       |
|       |   |          |  |                                |                                      |                            |     | 0.00                 | 0.0                       |
|       |   |          |  |                                |                                      |                            |     | 0.00                 | 0.0                       |
|       |   |          |  |                                |                                      |                            |     | 0.00                 | 0.0                       |

## **Proposal Template: Part 3 – Financial Part**



Hints and tips: PSS A2 Key review points by Technical Experts

Other direct cost elements -% of overall cost reasonable? (details reviewed in Exhibits)

Profit <= 8%?

Total – less than earmarked budget?

| 3.1<br>3.2<br>3.3 | OTHER DIRECT COST ELEMENTS<br>Raw materials | Base amounts       |             |                     |           |            |            |                        |
|-------------------|---|--------------------|-------------|---------------------|-----------|------------|------------|------------------------|
| 3.2<br>3.3        | Paw materials                               | in NC              | + OH %      | OH amounts<br>in NC |           |            |            |                        |
| 3.3               | Naw Indicidias                              | 1,455              | 5.0%        | 73                  |           |            | 1,527.75   | 1,527.7                |
|                   | Mechanical parts                            | 1,973              | 5.0%        | 99                  |           |            | 2,071.65   | 2,071.6                |
| 3.4               |   |                    |             |                     |           |            | 0.00       | 0.0                    |
|                   | Electrical & electronic components          | 733                | 10.0%       | 73                  |           |            | 806.30     | 806.3                  |
| 3.5               | HIREL parts                                 |                    |             |                     |           |            |            |                        |
|                   | a) procured by company                      |                    |             |                     |           |            | 0.00       | 0.0                    |
|                   | b) procured by third party                  |                    |             |                     |           |            | 0.00       | 0.00                   |
| 3.6               | External Major Products                     |                    |             |                     |           |            | 0.00       | 0.00                   |
| 3.7               | External Services                           | 3,000              | 15.0%       | 450                 |           |            | 3,450.00   | 3,450.00               |
| 3.8               | Transport and Insurances                    |                    |             |                     |           |            | 0.00       | 0.00                   |
| 3.9               | Travel and Subsistence                      | 3,180              | 10.0%       | 318                 |           |            | 3,498.00   | 3,498.00               |
|                   | Miscellaneous                               | 600                | 5.0%        | 30                  |           |            | 630.00     | 630.00                 |
| 3                 | Total Other Direct Cost                     | 10,941.00          |             | 1,042.70            |           | С          | 11,983.70  | 11,983.70              |
| 4                 | SUB-TOTAL DIRECT COST                       |                    |             |                     | (A+B+C)   | U          | 149,877.38 | → 149,877.30           |
|                   | GENERAL EXPENSES                            | Cost items to whic | h % applies | Base Amount in NC   | OH %      |            |            |                        |
| 5                 | General & Administration Expenses           | 1                  |             | 136,893.60          | 3.75%     | E          | 5,133.51   | 5,133.5 <i>°</i>       |
| 6                 | Research & Development Expenses             |                    |             |                     |           | F          | 0.00       | 0.00                   |
| 7                 | Other                                       |                    |             |                     |           | G          | 0.00       | 0.00                   |
| 8                 | TOTAL COMPANY COST                          |                    |             |                     | D+(E+F+G) | н          | 155,010.81 | 155,010.8 <sup>-</sup> |
|                   |   | Cost items to whic | h % applies | Base Amount in NC   | %         |            |            |                        |
| 9                 | PROFIT                                      | 1                  |             | 155,010.8           | 8.0%      |            | 12,400.00  | > 12,400.80            |
| 10                | COST WITHOUT ADDITIONAL CHAP                | RGE                |             |                     |           | J          |            | 0.00                   |
| 11                | FINANCIAL PROVISION FOR ESCA                | LATION             |             |                     |           | к          |            | 0.0                    |
| 12                | TOTAL COMPANY PRICE                         |                    |             | (H+I+J+K)           | L         | 167,411.67 | 167,411.6  |                        |
| 13                | TOTAL SUB-CONTRACTOR PRICE                  |                    |             |                     |           | м          |            | 23,969.9               |
| 14                | REDUCTION for COMPANY CONTRI                | BUTION             |             |                     |           | Ν          |            | 0.0                    |
| 15                | TOTAL PRICE FOR ESA                         |                    | 167.411.67  | 191,381.57          |           |            |            |                        |



#### Hints and tips: PSS A2 Exhibit A Key review points by Technical Experts

| COMPANY PR      | RICE BREAKDOWN FORM   | EXHIBIT       | "A" TO PSS A2        |                   |                          | lssue        |  |  |
|-----------------|---|---------------|----------------------|-------------------|--------------------------|--------------|--|--|
|                 |   |               | Page No.             | 1                 | No. of Pages             | 1            |  |  |
| RFQ/ITT No.:    | 18.187.04   |               | COMPANY NAME:        | HiQ Beverages Ltd |                          |              |  |  |
| Proposal/Tend   | ler No.: 1  |               | Name and Title:      | Mr. Bean          |                          |              |  |  |
| National Currer | ncy: EUR  |               | 1                    |                   |                          |              |  |  |
| Contractual Pha | ase N/A   |               | Signature            |                   |                          |              |  |  |
| ••              | to PSS-A2 elements: 3.1-3.4 - 3.6 - 3.7 - 3.10 - 10<br>/ork PacCM2000 Development; WP300, WP400, WP500        |               |                      |                   |                          |              |  |  |
| Cost El. No.    | ITEM DESCRIPTION  | Type of Price | Purchase<br>Currency | Purchase Amount   | Ex change rate<br>1 NC = | Amount in NC |  |  |
| 3.1             | Raw Materials: Copper, Stainless Steel for component manufacturing  | FFP           | EUR                  | 1,455.00          | 1.00000                  | 1,455.0      |  |  |
| 3.2             | Mechanical Parts: Soldering support equipment, mechanical seals, slides, hinges, toggle clamps                | FFP           | EUR                  | 1,973.00          | 1.00000                  | 1,973.0      |  |  |
| 3.4             | Electrical & electronic components: resistors,<br>capacitors, LEDs, transistors, etc                          | FFP           | EUR                  | 733.00            | 1.00000                  | 733.0        |  |  |
| 3.7             | External Test Facility: ASTM f2990 Certified Commercial<br>Coffee Brewers Testing Facility at Brewzone, Italy | FFP           | EUR                  | 3,000.00          | 1.00000                  | 3,000.0      |  |  |
|                 | Travel and Subsistence: Meeting with Subco, testing   | FFP           | FFP                  | 3,180.00          | 1.00000                  | 3,180.0      |  |  |
| 3.9             | travel to Italy (see Exb. B)  |               |                      |                   |                          |              |  |  |

### **Bought in items**

- Justified by scope of work?
- Not representing infrastructure?
- Not representing 'normal work' items?
- Sufficiently identified?
- Reasonable cost?

## **External Services**

- Clearly described?
- Clearly needed?
- Value for money?
- Referenced in the proposal?

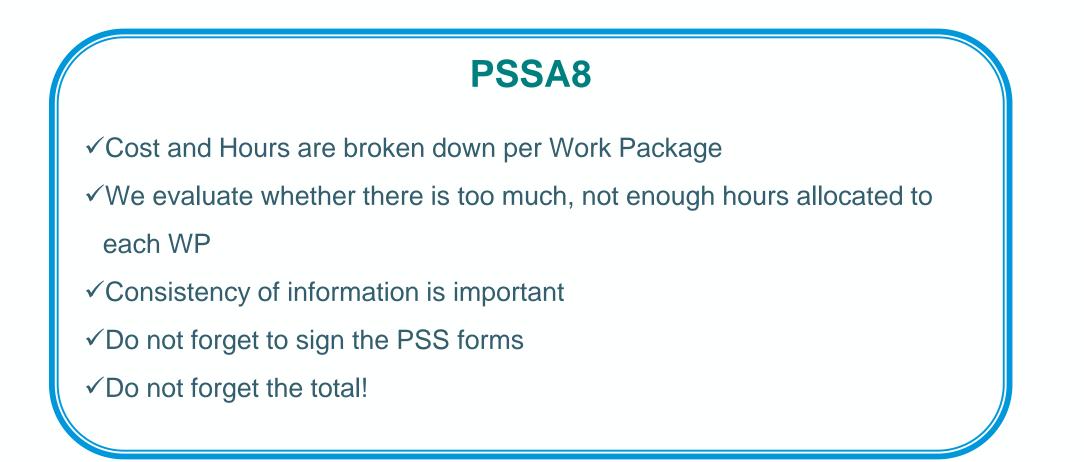


#### Hints and tips: PSS A2 Exhibit B Key review points by Technical Experts

| RAVEL PLAN AND COST D    | DETAIL   |   |                  | EXHIBIT "B" TO PSS-A                                       | 2            |            |           |        |                      |  |          |            | lssu       |
|--------------------------|--|---|------------------|--|--------------|------------|-----------|--------|----------------------|--|----------|------------|------------|
| RFQ/ITT No.:             | 18.187.04  |   |                  |  |              |            |           |        | Project:             | CM200                                  | 0 Develo | pment      |            |
| Proposal/Tender No.:     | 1  |   |                  |  |              |            |           |        | Company:             | HiQ B                                  | everage  | s Ltd      |            |
| Contractual Phase        | N/A  |   |                  |  |              |            |           |        |                      |  |          |            |            |
| Economic Condition:      | 2018   |   |                  |  |              |            |           | Ту     | pe of Price:         |  | FFP      |            |            |
| National Currency (NC)*: | EUR  |   |                  |  |              |            | Exch      | ange ( | <b>X</b> ): 1 EURO = | 1                                      | E        | UR         |            |
| WP Reference Number      | WP Title   | Purpose/Event   | Departure        | Destination  | Nr. of Trips | Avg.People |           | B / E  | Avg.Days per         | Subsistence Cost                       | A / R    | Total Cost | Total Cost |
|                          |  |   |                  |  |              | per Trip   | p.p. (NC) |        | Trip                 | p.d. (NC)                              |          | (NC)       | (EURO)     |
| P400                     | Detailed Design                                    | ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~   | Tallinn, Estonia | Riga, Latvia   | 1            | 2          | 100       | E      | 2                    | 120                                    | R        | 680        |            |
| P500                     | Prototype Development and<br>Test                  | Critical Performance test<br>at ASTM F2990 Certified<br>Commercial Coffee<br>Brewers Testing Facility | Tallinn, Estonia | Brewzone, Italy  | 1            | 2          | 300       | Е      | 2                    | 150                                    | R        | 1,200      | 1,         |
|                          | Prototype Development and                          | Final Presentation of   | ******           | Noordwijk,   |              | _          |           |        |                      |  |          |            |            |
| P500                     | Test   | Project Outcome   | Tallinn, Estonia | Netherlands  | 1            | 2          | 250       | Е      | 2                    | 200                                    |          | 1,300      | 1,         |
| tal Cost WBS level 1     | (equal to the item 3.9 of SS                       |   |                  |  |              |            | <u> </u>  |        |                      | 7                                      |          | 3,180      | 3,         |
| • Ma                     | tings:<br>tching meeting pla<br>clearly justified? | ın?   |                  | <ul> <li># People:</li> <li>Matched to meeting?</li> </ul> |              | of         | T<br>:    | F<br># | days re              | osts reason<br>easonable<br>ence reaso | ?        |            |            |

#### → THE EUROPEAN SPACE AGENCY





# **Proposal Template: Part 3 – Financial Part**



Hints and tips: PSS A8 Key review points by Technical Experts

## Hours per work package

- Matching/ reasonable for scope of work described in WP?
- Reasonable spread of hours (i.e. focus at key part)?
- Hours spent on management reasonable?
- Is the PSS complete? (Often not fully filled out)
- Procurements associated to correct WP?

| COMPANY MANPOWER AND                            | PRICE SU | JMMARY PER      | WP             |                       |                 |                            | Form no. PSS A8 |              |                     | Page X of Y | Issue          |
|---|----------|-----------------|----------------|-----------------------|-----------------|----------------------------|-----------------|--------------|---------------------|-------------|----------------|
| ITT/RFQ:  |          | 18.187.04       |                |                       |                 | 1                          |                 |              | Price Type: FFP     |             |                |
| Proposal/Tender No.:                            |          | 1               |                |                       |                 | 1                          |                 | Foonor       | mic Conditions: 201 | 8           |                |
| Company Name:                                   |          | HiQ Beverages L | ы              |                       |                 | 1                          |                 |              | urrency (NC): EUF   |             |                |
| Contractual Phase:                              |          | N/A             | 10             |                       |                 | 1                          |                 |              | Rate: 1 EUR =       | 01-1900     |                |
| WBS-Level (Number and Title):                   |          | 1               |                | Workpackage           |                 | -                          |                 | Excitatige i | Vale. I LOIX -      | 01-1900     |                |
| WBS-Lever (Number and Title):                   |          | I               |                | workpackage           |                 |                            |                 |              |                     |             |                |
| WP Tib  | B        | Management      |                | Preliminary<br>Design | Detailed Design | Prototype<br>Development & |                 |              |                     |             |                |
| WP Numbe  | r        | 100             | concept<br>200 | 300                   | 400             | Test<br>500                |                 |              |                     |             | Total WBS-Lev  |
| Labour Hours per category                       | Hours    | 100             | 200            |                       | 100             | 000                        |                 |              |                     |             | Total Web Edit |
| Project Manager                                 | #        | 300             |                |                       |                 |                            |                 |              |                     |             | 30             |
|   | #        | 300             | 190            | 140                   | 680             | 540                        |                 |              |                     |             | 1,55           |
| Senior engineer                                 | #        |                 | 50             | 140                   |                 |                            |                 |              |                     |             |                |
| Junior Engineer                                 | -        |                 | 50             |                       |                 |                            |                 |              |                     |             | 55             |
| Technician                                      | #        |                 |                | 120                   |                 |                            |                 |              |                     |             | 40             |
| QA Manager                                      | #        |                 |                | 10                    | 10              | 60                         |                 |              |                     |             | 8              |
|   | #        |                 |                |                       |                 |                            |                 |              |                     |             |                |
|   | #        |                 |                |                       |                 |                            |                 |              |                     |             |                |
|   | #        |                 |                |                       |                 |                            |                 |              |                     |             |                |
| Total Labour Hours                              | #        | 300             | 240            | 370                   | 830             | 1,140                      |                 |              |                     |             | 2,88           |
| 1. Total Labour Cost                            | NC       | 11,772.00       | 12,825.60      | 15,669.60             | 44,628.00       | 51,998.40                  |                 |              |                     |             | 136,893.6      |
| 2. Internal Special Facilities Cost             | NC       |                 |                |                       |                 | 1,000.00                   |                 |              |                     |             |                |
| 3.1-3.4 Material Costs                          | NC       |                 |                | 1,933.00              |                 | 2,472.70                   |                 |              |                     |             | 4,405.7        |
| 3.5 High Rel Parts Costs                        | NC       |                 |                |                       |                 |                            |                 |              |                     |             |                |
| 3.6 External Major Products Cost                | NC       |                 |                |                       |                 |                            |                 |              |                     |             |                |
| 3.7 External Services Cost                      | NC       |                 |                |                       |                 | 3,450.00                   |                 |              |                     |             | 3,000.0        |
| 3.8 Transport/Insurance Cost                    | NC       |                 |                |                       |                 |                            |                 |              |                     |             |                |
| 3.9 Travel and Subsistence Cost                 | NC       |                 |                |                       | 780.00          | 2,718.00                   |                 |              |                     |             | 3,498.0        |
| 3.10 Miscellaneous Cost                         | NC       |                 |                |                       |                 | 630.00                     |                 |              |                     |             | 630.0          |
| 3. Total Other Costs (sum of above 3.x)         | NC       | 0.00            | 0.00           | 1,933.00              | 780.00          | 9,270.70                   |                 |              |                     |             | 11,983.7       |
| 4. Sub-Total Direct Cost                        | NC       | 11,772.00       | 12,825.60      | 17,602.60             | 45,408.00       | 62,269.10                  |                 |              |                     |             | 149,877.3      |
| 5 7. General expenses                           | NC       | 441.45          | 480.96         | 587.61                | 1,673.55        | 1,949.94                   |                 |              |                     |             | 5,133.5        |
| 8. Sub-Total Company Cost                       | NC       | 12,213.45       | 13,306.56      | 18,190.21             | 47,081.55       | 64,219.04                  |                 |              |                     |             | 155,010.8      |
| 9. Profit Fee                                   | NC       | 977.08          | 1,064.52       | 1,455.22              | 3,766.52        | 5,137.52                   |                 |              |                     |             | 12,400.8       |
| 10. Cost without additional charge              | NC       | 011.00          | 1,001.02       | 1,100.22              | 0,700.02        | 0,101.02                   |                 |              |                     |             | 12,100.0       |
| 11. Financial Provision for escalation          | NC       |                 |                |                       |                 |                            |                 |              |                     |             |                |
|   |          | r               | 1              | 1                     |                 |                            |                 |              |                     |             |                |
| 12. Total Company Price                         | NC       | 13,190.53       | 14,371.08      | 19,645.43             | 50,848.07       | 69,356.56                  |                 |              |                     |             | 167,411.6      |
|   | EURO     |                 |                |                       |                 |                            |                 |              |                     |             |                |
|   |          |                 |                |                       |                 |                            |                 |              |                     |             |                |
| <ol> <li>Total Sub-Contractors Price</li> </ol> | NC       |                 |                |                       | 12,943.80       | 11,026.10                  |                 |              |                     |             | 23,969.9       |
|   | EURO     |                 |                |                       |                 |                            |                 |              |                     |             |                |
| 14. Reduction for Company contribution          | NC       |                 |                |                       |                 |                            |                 |              | T                   |             | 1              |
|   |          |                 |                |                       |                 | · · ·                      | · ·             | · · ·        |                     |             |                |
| 15. Total Price for ESA                         | NC       |                 |                |                       |                 |                            |                 |              |                     |             |                |
|   | EURO     | 13,190.53       | 14,371.08      | 19,645.43             | 63,791.87       | 80,382.66                  |                 |              |                     |             | 191,381.5      |



**PLEASE NOTE!** 

All fields in National Currency and in EURO must be filled in. Please do not forget to fill in the exchange rate.

For non-profit organizations, no profit can be accepted. For other organisations, the profit shall not exceed 8% of the Total Company Cost shown on line 8, which excludes the base value of 3.5b. Subcontractor prices are not considered to be own company cost and, being already inclusive of profit, are shown on line 13 of the PSS A2 (Issue 5).

**Final presentation shall take place at the Agency's premises.** The cost of attendance/participation to conferences can only be covered if it is directly pertinent to the work being proposed, and shall be justified.

Overheads on procurements and labour rates are intended to cover admin costs and general office supplies and overheads.

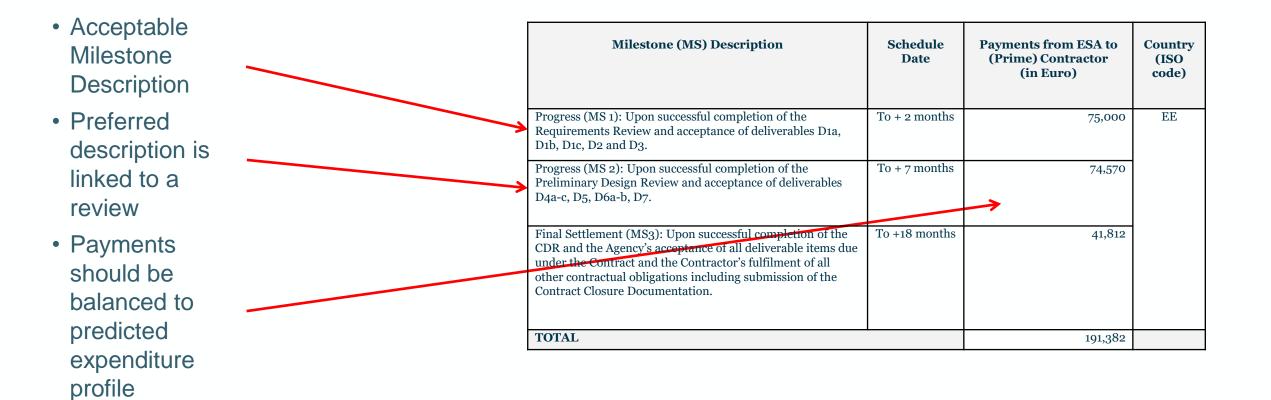


### 3.3.2 Milestone Payment Plan

Determines how much gets paid, when and what are the conditions for payment

| Milestone (MS) Description   | Schedule<br>Date | Payments from ESA to<br>(Prime) Contractor<br>(in Euro) | Country (ISO code) |
|--|------------------|---|--------------------|
| Progress (MS 1): Upon successful completion of WP xxx and/or<br>successful [review] and acceptance by the Agency of all related<br>deliverable items [Deliverable reference e.g D.1 or TN1].   | To + months      |   |                    |
| Progress (MS 2): Upon successful completion of WP xxx and/or<br>successful [review] and acceptance by the Agency of all related<br>deliverable items [Deliverable reference e.g D.1 or TN1].   | To + months      |   |                    |
| Final Settlement [1] (MS 3): Upon the Agency's [OPTION] final<br>acceptance of software and [END OPTION] and acceptance of all<br>deliverable items due under the Contract and the Contractor's<br>fulfilment of all other contractual obligations including<br>submission of the Contract Closure Documentation | To + months      | (not less than 10% of the total contract price)         |                    |
| TOTAL  |                  |   |                    |







Note: The advance payment constitutes a debt of the Contractor to the Agency until it has been offset against a subsequent milestone.

| Prime (P) | Company<br>Name | ESA Entity Code<br>(at contract<br>signature) | Country<br>(ISO code) | Advance Payment<br>(in Euro)   | Offset against | Offset by<br>Euro | Condition for<br>release of the<br>Advance Payment   |
|-----------|-----------------|---|-----------------------|--|----------------|-------------------|--|
| Р         |                 |   |                       | Amount<br>(not more than 35% of the<br>total contract price for<br>SMEs and not more than<br>10% for non-SMEs) | MS 1           | Amount            | Upon signature of the<br>Contract by both<br>Parties |

In this case the 66,984€ would be paid on contract signature. At the first milestone (75K) on a further 8,016€ would actually be transferred

| Prime (P) | Company<br>Name   | ESA Entity<br>Code (at<br>contract<br>signature) | Country<br>(ISO<br>code) | Advance Payment<br>(in Euro) | Offset<br>against | Offset by<br>Euro | Condition for release<br>of the Advance<br>Payment |
|-----------|-------------------|--|--------------------------|------------------------------|-------------------|-------------------|--|
| Р         | HiQ Beverages Ltd |  | EE                       | 66,984                       | MS 1              | 66,984            | Upon signature of the<br>Contract by both Parties  |

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You are requested to indicate for information purposes only, the Milestone Payment Plan that is envisaged for Sub-contractor(s)

|           | For Information purposes only :<br>Amounts in Euro for Contractor and Sub-contractor(s) |                                       |   |                                       |  |  |  |  |  |  |  |
|-----------|---|---------------------------------------|---|---------------------------------------|--|--|--|--|--|--|--|
| Milestone | <b>Prime Contractor</b><br>HiQ Beverages Ltd  | Insert<br>Country<br>(ISO code)<br>EE | Sub-contractor A<br>Under Pressure<br>Manufacturing Ltd | Insert<br>Country<br>(ISO code)<br>LV |  |  |  |  |  |  |  |
| Advance   | 61,984  |                                       | 5,000   |                                       |  |  |  |  |  |  |  |
| MS-1      | 8,016   |                                       | 0   |                                       |  |  |  |  |  |  |  |
| MS-2      | 55,600  | )                                     | 18,970  |                                       |  |  |  |  |  |  |  |
| MS-3      | 41,812  |                                       | 0   |                                       |  |  |  |  |  |  |  |
| TOTAL     | 167,412   | 2                                     | 23,970  |                                       |  |  |  |  |  |  |  |

#### See page 32 of example proposal



## PLEASE NOTE!

- All claims for payment shall be linked to the **achievement of defined schedule milestones**. These milestones are to be in the form of significant events in the programme to be selected on the basis of providing a check point for progress in the work performed. E.G.
  - Successful completion of Reviews
  - Acceptance of deliverables
- Progress reports are not sufficient to make payments
- Advance payments to be made after contract signature, may be agreed in line with:
  - The Advance payment **constitutes a debt of the Contractor to the Agency** until it has been set-off against a subsequent milestone. The advance payment shall nominally be set-off against the 1st progress payment.
  - Advance payments for SMEs are 35% of the contract price. SMEs are classified according to the criteria of the European Commission (Recommendation 2003/361/EC of 6 May 2003 (OJ L 124, 20.5.2003, p. 36)).
- The final payment milestone shall not be less than 10% of the contract price.

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#### 3.3 COST TO COMPLETION

A cost to completion would be positive for all activities with a **completion TRL of 6 or less** (not necessary for education activities). This information is provided for **information only** and is not binding in any way for either party (ESA or Tenderer).

3.3.1 Further steps/ Activities needed to complete the development **Identify** each of the main development steps / activities that would be needed AFTER COMPLETION OF THIS ACTIVITY to progress the work to higher TRL - if applicable.

#### 3.3.2 Estimated Cost per step

Provide a **rough estimate** of the expected cost of each further step or activity that would be needed in order **to reach higher TRL** (**two levels** above the final TRL achieved during the proposed work) – if applicable.

| Further Step/<br>Activity | Estimated cost<br>(Euro) | Estimated<br>Start date | Estimated end date |
|---------------------------|--------------------------|-------------------------|--------------------|
|                           |                          |                         |                    |
|                           |                          |                         |                    |



# Proposal Template Part 4 Contract Conditions Part

# **Proposal Template: Part 4 – Contract Conditions Part**



#### 4.1 INTELLECTUAL PROPERTY RIGHTS

- 4.1.1 Background Intellectual Property and Third Party Intellectual Property Rights
- 4.1.2 Foreground Intellectual Property
- 4.1.3 <u>Ownership of Foreground Intellectual Property</u>

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#### 1. Background IPR

- a. Intellectual property existing already BEFORE the ITT.
- b. That is USED for the work of the ITT
- c. That had no ESA financial aid to develop.
- d. Must be listed, must be able to be evidenced (e.g. via patent, notebook or other means)
- e. Impact on the deliverables must be described
  - Which deliverables is it included in?
  - How does it affect that deliverable and ESA's rights?
- 2. Foreground IPR
  - a. Intellectual property developed DURING the Activity
  - b. IP shall remain vested in the company
  - c. ESA shall also have rights
  - d. It shall not affect the deliverables/ rights on the deliverables



#### 4.1.2 Foreground Intellectual Property

Present the expected FIPR that will be created as a result of the activity.

4.1.3 Ownership of Foreground Intellectual Property

[Please review carefully Articles 6 of the Draft Contract. Please provide two statements of compliance: 1/ the Contractor will own all Intellectual Property Rights and have the right to apply for, and to own, any Registered Intellectual Property Rights arising from Work performed under this Contract in line with the clause Articles 6.2.1 the draft Contract and

2/ the Agency shall have an irrevocable right to use the information used in that application, for its own requirements on the terms set out in Article 6.2.2 the draft Contract.]

In the case of the participation of Sub-contractor(s), explain the agreement reached between the parties on the ownership of the Intellectual Property and the principles for its exploitation, use and benefits.]



#### 4.2 IMPORT AND EXPORT LICENCES

This section is only to be completed in case of items or services that are subject to envisaged or probable inclusion of import/export restrictions, other than those from the Tenderer's own country, in either the body of the work performed under this activity or in a resulting product or service.

4.2.1 Import and Export Licences applicable to this Activity

#### [SELECT ONE OF THE TWO OPTIONS]

#### [OPTION1]

The Tenderer declares that no items subject to import or export control will be used in the execution of this activity.

#### [OPTION2]

The Tenderer declares that the following items, subject to import or export control will be used in the execution of this activity:

| Item | Control Type<br>Country of Origin | Deliverable affected | Comment |
|------|-----------------------------------|----------------------|---------|
|      |                                   |                      |         |
|      |                                   |                      |         |

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#### (Cont.)

#### 4.2 IMPORT AND EXPORT LICENCES

4.2.2 Import and Export Licences applicable to a product or services arising from or resulting from this Activity SELECT ONE OF THE TWO OPTIONS

#### [OPTION1]

The Tenderer declares that any products or services arising from or resulting from this activity will not be subject to import or export control or make use of any import/ export controlled items.

#### [OPTION2]

The Tenderer declares that the following items, subject to import or export control, are expected to be used in an end product or service eventually arising from or resulting from this activity.

| Item | Control Type<br>Country of Origin | Deliverable affected | Comment |
|------|-----------------------------------|----------------------|---------|
|      |                                   |                      |         |
|      |                                   |                      |         |

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**TEB** participants are granted access, in esastar, to admitted tenders only after signing a Non-**Disclosure and Non-Interest Form** 



The latest ESA Security **Directives are** applicable to the procurement process and the admitted tenders.

those not

**Tenders not admitted** for evaluation and recommended for contract award, are deleted from the esastar system.

# **ESA Information Security Markings**

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### PL0 - ESA UNCLASSIFIED – Releasable to the Public

- Information with no sensitivity
- For specific purposes like Public relations, publicity, presentations at open conferences

### PL1 - ESA UNCLASSIFIED – For ESA Official Use Only

- Low sensitivity level
- Standard marking for ESA Boards and Committees documents
- Standard marking for Tender documents published in esa-star

- NOTE: This is "default" for most documents within ESA contracts and tender action information.
- Standard marking for ESA presentations/training courses with registered participants (e.g., PECS/RPA Industry Briefings on Tenders or Proposal Writing training)
- Can be shared with persons/entities outside ESA but the <u>recipient of the information cannot further distribute it without ESA permission (e.g.,</u> PECS/RPA Industry Briefings Presentations may be published online after ESA consent and change of security marking to PL0)

#### PL2 - ESA UNCLASSIFIED – Limited Distribution OR Sensitive Personal Data

- Higher sensitivity level information
- Although not having ESA marking, Bidders Proposals are handled as PL2 information
- Certain information in the scope of the procurement process (e.g., PECS/RPA Delegate debrief on TEB recommendations)
- Compulsory for information containing export control legislation or Personal Data (EU GDPR, national legislation, ESA Personal Data Protection)
  - Compulsory for information identified as proprietary information

# NOTE: Consultation data and proposals are treated this way!

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# Checklist



#### **Technical Criteria**

- Is your objective clearly stated, short and to the point?
- Are your requirements quantified and verifiable?
  - Will they show, when fulfilled, that the objective was achieved?
- Is your Baseline concept/ design well described?
- Does your program of work include all the needed design and development steps?
  - Does it include reviews, key testing and validation?
- Are the text, flowchart, Work Package Descriptions and Gantt chart consistent?
- Are your experience, key personnel and facilities described and tailored to the needs of your project?
  - In case of gaps in these, has a plan to acquire them been included?
- Is your WBS logically structured following the work flow?
  - Does it include a WP for management?
  - Does each company have separate (sub)Work Packages?
- Do your WPDs include sufficient detail to understand the full scope of the work?



#### **Programmatic Criteria**

- Have you chosen the right activity type among those of the cover letter?
- Do you meet the associated programmatic constraints? Have you identified which?
- Is your objective not a duplication of ESA planned or ongoing activity?
- Has your idea a long term prospects for ESA, company or country? Are you able to present business case?
- Have you presented a links with other ESA Member States?



#### **Management Criteria**

- Is the management plan well defined?
  - Does it show how you manage your project, including subcontractor aspects?
  - Does it identify a single Project Manager in direct communication with ESA?
  - Are the role and responsibilities of all Key Personnel clear?
- Is your planning detailed enough?
  - Are the dependencies identified?
  - Does it match the WPD?
- Is the costing credible?
  - Are the hours justified by the described scope work in WPD?
  - Are all procurement items and trips well described and justified?
- Are the deliverables complete and well defined?



#### **Contractual Criteria**

- Have all elements been included (Cover Letter, PSS Forms) and signed?
- Are all the sections of the Proposal Template addressed, with no changes to the template and are you within the page limit?
- Are the IPR well addressed?
  - Is the BIPR described and are the effected deliverables listed?
  - Is it clearly described who will own the foreground IPR?

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