**Admissibility Form**

**COMPULSORY ANNEX FOR TENDERER’S COVER LETTER**

**(The Tenderer MUST complete this form in full and attach a signed copy to the cover letter of its tender.**

**Failure to do so shall result in the tender NOT BEING ADMITTED FOR EVALUATION)**

ITT Reference: AO700001

Subject:

**A. COMPULSORY COMPLIANCE STATEMENTS**

I/we the undersigned officially declare and accept, on behalf of ……………………………………………… (“the Tenderer”), that/the:

1. The Tenderer satisfies the qualification requirements which are set out at Article 18.1 of the Procurement Regulations, and are thus eligible to participate in the above named ITT.
2. During the past twelve (12) months, the Tenderer has updated its/have updated their information in the Agency’s electronic tender system (EMITS), as required under Article 18.5 of the Agency’s Procurement Regulations and further described at Part 1 B of the Agency’s General Conditions of Tender.
3. Following statements on: Certification of Free Competition

* The prices in the tender have been arrived at independently, without consultation, communication or agreement with any other Tenderer or competitor for the purpose of restricting competition; and that
* Unless otherwise required by law, the prices quoted in the tender have not knowingly been disclosed by the Tenderer and will not knowingly be disclosed, directly or indirectly, to any other Tenderer or competitor, until he has been informed of the result of the ITT;
* No attempt has been made or will be made by the Tenderer to induce any other Tenderer or competitor to submit or abstain from submitting a tender, for the purpose of restricting competition; and
* The Tenderer has not entered into any exclusive teaming arrangement where this would restrict competition due to any of the following reasons:
  + Where the teaming partner could be considered to be a single source due to technical reasons or other considerations;
  + Due to limited potential participants as a consequence of industrial return requirements;
  + Where the industrial category of the teaming partner restricts other choices for industrial policy reasons, for instance when the fact of being an SME is important and there are few participants in this category;
  + In the case of any doubts concerning the application of the above, the Tenderer should seek clarification by contacting in writing, the Agency’s nominated Contract Officer.

1. The tender shall remain valid for 120 calendar days from the Closing Date for submission of tenders; and that

* Where negotiations have been entered into between the Agency and a Tenderer(s) and, due to their complexity, go beyond the validity period of the tenders, the validity period of such tenders shall be considered implicitly extended until such time the negotiations are finalised and a contract is placed; and/or
* Where, in application of the Agency’s regulatory procedures, a submission for approval by internal committees is foreseen which will take place beyond the validity period of the tenders, the validity period of such tenders shall be considered implicitly extended until such time the submission has taken place and a contract is placed.

1. Pursuant to Article 10.8, 10.9 and Annexes I and II of the Agency’s Procurement Regulations, the Agency will be entitled, after receipt of the tender, to audit any aspects of the tender and of the Tenderer’s and subcontractor’s(s’) financial viability, and to request the Tenderer and any of its subcontractors when applicable to provide:

* evidence of any element of the Tenderer’s quotation and may call for additional detailed information irrespective of the type of price proposed. The Agency reserves the right to audit the quoted prices and rates and/or
* any evidence that they belong to one of the Member States, Associate Member States or Cooperating States of the Agency, in line with the requirements set under Article II.3 of Annex V to the ESA Convention and/or
* any evidence to ascertain the financial viability of the Tenderer or its subcontractor(s).

1. Following statements on: Non Commitment by the Agency

* The Agency reserves the right at any time to suspend or cancel the ITT. Such suspension or cancellation may not give rise to any claims by economic operators.
* The ITT does not bind the Agency in any way to place a contract, and the Agency reserves the right to negotiate and place a contract for only part of the activity covered by the ITT. Such decision by the Agency may not give rise to any claims by Tenderers having submitted a tender in response to the ITT.

1. No official of the Agency, or any individual participating in the evaluation of the tenders for this ITT has received or will be offered by the Tenderer, or any of its subcontractors, any direct or indirect benefit arising from the ITT, or the award of any subsequent contract.
2. The tender complies with the Industrial Policy and Geographical Return requirements, which are set out in the Agency’s Special Conditions of Tender.
3. **The Pricing regime for the Contract is Ceiling Price, as defined in the GCC (ESA/REG/002, rev.2 Annex II Section 3).**

The TenderersCeiling Price for Phase 1 is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Tenderers Ceiling Price for Phase 2 is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

These prices are binding and the proposal covers the full scope of the Agency’s Statement of Work

**Failure to comply with any of these Section A compulsory statements shall result in the tender NOT BEING  
ADMITTED FOR EVALUATION.**

Name(s) and job title(s): ………………………………………………….................................

………………………………………………………………………………………………………….

Signature(s) …………………………………………………. …………………………………………

Date: ……………………………

**B. STATEMENTS OF COMPLIANCE WITH THE ITT REQUIREMENTS**

I/we the undersigned state, on behalf of ……………………………………………… (“the Tenderer”), that:

1. The tender is compliant with the technical requirements of the ITT.
2. The tender is compliant with the management requirements of the ITT.
3. The tender is compliant with the financial requirements of the ITT set out in the Agency’s Special Conditions of Tender.
4. The tender is compliant with the IPR requirements of the ITT, set out in the Agency’s Special Conditions of Tender, and accepts the ITT Draft Contract provisions relating to IPR.
5. The tender is compliant with all further (i.e. non-IPR related) conditions of the ITT Draft Contract.
6. The tender states any export or import restrictions to which the Tenderer is subject, in accordance with national legislation, and states the necessary licences, authorisations or preliminary authorisations and related Documentation which:

* the Tenderer (or its subcontractors) has/have obtained in order to submit a tender; and/or
* the Tenderer (or its subcontractors) has/have or will need to obtain prior to placing of the Contract; and/or,
* the Tenderer (or its subcontractors) has/have or will need to obtain for the implementation of the Contract.

1. The tender states: i) the date on which the Tenderer and its subcontractor(s) registered or updated their information, whichever is the latest, in the Agency’s electronic tender system (EMITS); ii) the Tenderer’s registered office address and that of each of its subcontractors; and iii) the Tenderer’s esa-p Bidder Code (600000xxxx) and that of each of its subcontractors, and (if available) their respective esa-p Vendor Codes (100000xxxx).

**If a Tenderer cannot accept one of the statements listed in this Section B, because its tender is non-compliant or only partially compliant in respect of one of the requirements, the Tenderer must strike out the relevant statement and state clearly in its cover letter, which part of its tender is non-compliant and where in its tender it has explained and satisfactorily justified the non-compliance.**

**Failure to state compliance or to satisfactorily justify any non-compliance will result in the tender NOT BEING  
ADMITTED FOR EVALUATION.**

Name(s) and job title(s): ………………………………………………….................................

………………………………………………………………………………………………………….

Signature(s) …………………………………………………. …………………………………………

Date: ……………………………

**If, at any time in the course of evaluating the tender, the Agency discovers that the contents of the tender contradicts**

**the compulsory compliance statements under Section A, or considers that the justification(s) provided for non- compliance(s) under Section B are not satisfactory, the Agency shall eliminate the tender from any further evaluation.**