



Dofinansowane przez
Unię Europejską

***Annex 1 to the Invitation –Description of the Subject of the Contract
Competition for tender No. 16/2025***

The subject of the contract is the supply of a **software license for the advanced Link Budget calculation application for satellite networks necessary for the implementation of the "SAT2Rescue" project** Secured SATCOM-based solution enhancing emergency services and search & rescue missions , co-financed by the European Union ("EU") represented by the European Union Agency for the Space Programme - the body delegated by the European Commission (Project 101180110 - SAT2Rescue - HORIZON-EUSPA-2023-SPACE, 4.10.2024).

The SAT2Rescue project, within the framework of which the Employer will implement the Subject of the Contract, is intended to introduce a state-of-the-art solution for emergency services and for telemedicine applications in the framework of humanitarian aid, using the infrastructure and services of GOVSATCOM - a European Union initiative providing secure satellite communications for governments and organisations.

Scope of the Subject of the Contract within the framework of the conducted purchasing procedure:

1. Supply of a license **for specialized software for the advanced Link Budget calculation application for satellite networks necessary for the implementation of the "SAT2Rescue" project** in a remote form (hereinafter referred to as the "Software"), which includes:

1) Software BEAM BUDGET SYSTEM (36 months) – 1 set

The Software should contain:

- Saas Cloud License
- 3D Globe
- Import capability of GXT beam map footprints
- Interactive report capabilities with graphics and executive summary
- Customizable report in excel and PDF with customer logo and contact information
- Up to 10 users licenses
- Full duplex (return and forward in a single calculation)
- Full duplex with different Forward & Return Carriers

2) Software MULTISITE (36 months) – 1 set



Allows Multisite link budgets combining the result multiple terminals with similar characteristics within one single calculation in a selected region.

3) Subscription SUBSCRIPTION TO BEAM BUDGET SATELLITE (36 months) – 1 set

4) Subscription LEO/MEO CONSTELLATIONS (36 months) – 1 set

The subscription should have the ability to:

- Import of any TLE compatible constellation and spread along time
- Real time outputs, as well as for a selected time frame
- Compatible with Starlink, OneWeb, Iridium, Cubesat, etc. constellations

5) Software BEST PATH (36 months) – 1 set

The Software should have the ability to:

- Calculation of the best Path link Budget along a mobile route
- The system allows to perform link budgets considering mobility defined by a development area and a way point path
- Allows to perform a Multisite link budget combining the results of multiple VSATs with similar characteristics within one single calculation in selected region

The end user of the software will be the Employer.

Furthermore, the Employer requires that:

1. The software ordered came from a legal distribution channel. If the software manufacturer allows this, it will be a Polish distribution channel.
2. The software has been delivered with all the necessary materials required for installation and commissioning.
3. The Contractor shall provide the Employer with complete user documentation for the Software in Polish or English prepared by the Manufacturer no later than on the day of delivery of the Software.
4. Along with the Software, the Contractor undertakes to provide the Employer with: a medium with the installation version of the Software (for boxed software), access data for downloading the Software (in the case of Software in electronic form or covered by an annual subscription), licenses



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(license agreements in paper or electronic form in Polish or English), and all required license and activation keys.

5. The Contractor undertakes to provide the Employer with all the necessary documents required to exercise its guarantee rights and to provide the Employer, not later than on the day of signing the Final Acceptance Report and also later on each change of these data, with all the data necessary for the Employer to exercise its guarantee rights, such as telephone numbers and e-mail addresses for receiving notifications.

6. In the event of Software for which the Contractor will provide a subscription in addition to the license, this subscription, under the guarantee the Employer shall have the right to download corrections, updates and new versions of the software in a manner that does not infringe upon the rights of the creators and copyright owner and does not restrict the Employer's rights to use the software.

7. The Employer may exercise warranty rights independently of the rights under the quality guarantee.

ATTENTION!

- In all places in this Invitation and appendixes to this Invitation, in which it was used trademarks, patents, origin, source, or a specific process characterizing the software provided by a specific Contractor are indicated in this Request for Proposal and its annexes, this means that the Employer cannot describe the subject of the procurement in a sufficiently precise and understandable manner. In such situations, any references to trademarks, patents, origin, source, or a specific process should be read with the words "or equivalent." If the Employer has indicated brands or trade names, this indicates the class of the product being procured and serves to establish a standard, rather than identifying a specific product or manufacturer. The Employer specifies the criteria used to assess equivalence:

- 1) The Employer will consider equivalent software to be software that meets the minimum quality, operational, and technical requirements specified by the Employer in the description of the subject of the contract. This means that the equivalent product must have parameters no worse than those specified by the Employer, i.e., at least at the level required by the Employer. All costs and activities related to confirming that the equivalent offer meets the quality parameters are the responsibility of the Contractor.

- 2) In the event of offering a product with a name other than that required by the Employer, the Contractor is obliged to demonstrate in the offer that the materials offered meet the requirements specified by the Employer by providing the name of the software in Appendix No. 2 to the Invitation - Offer Form, clearly indicating that the offered software is equivalent to the requirements indicated in the description of the subject of the order, and to prove that the proposed solutions meet the requirements specified in the description of the subject of the order to an equivalent extent by attaching a detailed technical specification of the manufacturer of the

subject of the order confirming that the offered equivalent software has parameters at least at the level required by the Employer.

3) In situations where the Employer describes the subject of the contract by referring to standards, technical assessments, technical specifications, and technical reference systems, it allows solutions equivalent to those described. The Contractor is obligated to demonstrate in its offer that the software it offers, equivalent to those indicated in the description of the subject of the contract, including the standards, meets the requirements specified by the Employer.

4) If the software differs from the one described in the subject matter of the contract, the Contractor should indicate equivalent products, standards, technical assessments, technical specifications, and technical reference systems in Appendix 2 to the Invitation – Bid Form. The Contractor should also include documents proving that the proposed solutions meet the requirements specified in the subject matter of the contract to an equivalent degree, in particular: certificates issued by bodies performing conformity assessment activities, including tests, certifications, and inspections accredited in accordance with Regulation (EC) No. 765/2008 of the European Parliament and of the Council of 9 July 2008, or test reports conducted by such bodies. The submitted certificates must be issued by an independent testing and certification body accredited by a national certification body – in the case of Poland, this is the Polish Centre for Accreditation (PCA). The Contracting Authority will accept certificates issued by other equivalent conformity assessment bodies.

- The burden of proof for proving the equivalence of the solutions offered with the solutions described by indicating an exemplary trademark, patent or origin, rests with the Contractor submitting an equivalent offer.