



Dofinansowane przez
Unię Europejską

Invitation to tender
for the supply of a software license for the advanced Link Budget calculation application for
satellite networks necessary for the implementation of the "SAT2Rescue" project.
Competition for tenders No. 16/2025

The Company under the name EXATEL S.A. with its registered seat in Warsaw, st. Perkuna 47, registered in the District Court for the capital city of Warsaw in Warsaw, XIV Commercial Division of the National Court Register under KRS number: 0000044577, Tax Identification Number [NIP]: 5270104568, Business Registry Number [REGON] 011986640, with share capital of PLN 576,854,559.00 fully paid up, BDO: 000250055, being a large entrepreneur within the meaning of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions (hereinafter referred to as the "Employer" or "EXATEL") invites you to submit tenders, hereinafter referred to as "Tenders", in order to conclude an agreement for: **"for 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-funded 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 project is carried out in consortium with:

1. BRIMATECH RESEARCH GGMBH (BRIR), AT;
2. RECTANGLE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (RECTANGLE), PL;
3. ISEM-INSTITUT PRE MEDZINARODNU BEZPECNOST A KRIZOVE RIADENIE, NO (ISEMI), SK;
4. ELLINIKI OMADA DIASOSIS SOMATEIO (HRT), GR;
5. POLISH SPACE AGENCY (POLSA), PL;
6. MINISTERSTVO VNUTRA SLOVENSKEJ REPUBLIKY (MVSRL), SK

hereinafter collectively referred to as: "Consortium partners" or separately: "Consortium partner".

Project implementation period: 36 months

This Invitation is hereinafter referred to as the "Invitation" to submit tenders, and the entire procedure as the "Competition for Tenders".

The Invitation does not constitute a tender within the meaning of Article 66 of the Civil Code, but constitutes only an invitation to submit tenders in order to select the most advantageous tender and to conclude an agreement with the selected Tenderer - hereinafter referred to as "Tenderers" or "Contractors".

In the procedure specified in the Invitation, the provisions of the Act of 16 August 2022 on the Public Procurement Law (Journal of Laws of 2022, item 1710, as amended).

This procedure is conducted on the basis of the principles of fair competition and equal treatment of contractors, transparency, thrift, impartiality and objectivity in accordance with the Guidelines on the eligibility of expenditures under Horizon Europe and the Grant Agreement (Ares(2024)7054715 - 04/10/2024)

1. DESCRIPTION OF THE SUBJECT OF THE CONTRACT

1.1. **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** in accordance with the detailed Description of the Subject of the Contract constituting Appendix No. 1 to the Invitation.

1.2. Common Procurement Vocabulary (CPV): 48900000-7- Different software packages and computer systems.

1.3. The subject of the contract will be carried out at the expense and risk of the Contractor.

1.4. The deadline for completion of the Subject of the Order is 5 business days from the date of conclusion of the Agreement.

The software constituting the Subject of the Order should be made available electronically (download), which will enable downloading the Software license file and license key, installing and activating the Software license on the Employer's computer.

1.5. The Subject of the Order must be new, free from physical and legal defects, and may not be subject to third party rights.

1.6. The Contractor must also be aware that as part of the performance of the contract constituting the subject of the invitation:

- there is the possibility of inspections, audits, investigations in relation to it by, inter alia, EC auditors, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) and it may be subject to a project impact assessment;

- it is obliged to avoid conflicts of interest;

- it is obliged to respect confidentiality;

- it is obliged to promote the activities and display information about EU funding;

- it is liable for damage caused by its acts and or omissions for the project being carried out.

1.7. The Employer shall provide for a single payment for the completion of the entire scope of work provided for this contract.

1.8. 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.

2. CRITERIA FOR EVALUATION OF TENDERS AND INFORMATION ON THE MANNER OF THEIR EVALUATION
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2.1. The Employer shall evaluate and compare only those tenders which have been submitted on time and whose content meets the requirements specified in the Invitation.

2.2. Tenders shall be evaluated by the Employer based on the following criteria and their importance: **Price 100%**

2.3. Tenders will be evaluated according to the above criteria on a scale from 0 to 100 points.

2.4. **Rules for evaluation of the criterion "Price" (C).**

For the "Price" criterion, the tender will receive a number of points resulting from the operation rounded to two after the decimal point:

$$P_i(C) = C_{(min)} / C_{(i)} \times 100$$

where:

$P_i(C)$ = the number of points the examined tender will receive for the "Price" criterion
(C)

$C_{(min)}$ = the lowest price from among all valid tenders

$C_{(i)}$ = the price of the examined tender

100 = weight

The maximum number of points a Tenderer can obtain in this criterion is 100 points

2.5. If the tenders received by the Employer are in different currencies, the Employer shall convert the price of each tender expressed in a currency other than Polish using the average exchange rate of the National Bank of Poland as of the date of publication of the Request for Quotation on the website of Exatel S.A.

2.6. The Employer shall award the present contract to the Contractor whose tender obtains the highest number of points in the final score evaluation.

2.7. The Employer shall reserve the right to conduct negotiations with the Contractors whose tenders obtain at least 70 points calculated according to point 2.4 above.

2.8. Negotiations may take place by e-mail or at the registered office of the Employer, by personal appearance of a duly authorised representative of the Contractor or remotely using an application designated by the Employer. Contractors will be notified of the date of direct negotiations at the Employer's premises by e-mail or telephone. Direct negotiations will be held with each Contractor's representative separately.

2.9. When submitting subsequent tenders in the course of negotiations, Contractors must not offer prices higher than those offered in their submitted tenders.

2.10. The Employer shall not allow the submission of variant tenders.

2.11. The Employer shall not allow the submission of partial tenders.

3. TENDER PREPARATION

3.1. Contents of the Tender

3.1.1. Formal and legal part.

In order to confirm the fulfilment of the conditions of participation in the procedure, the Tenderer shall attach the following documents to the Tender:

3.1.1.1. Tender Form - according to the specimen constituting Appendix 2 to the Invitation.

3.1.1.2. An appropriate power of attorney for the person signing the Tender to act on behalf of the Tenderer in case the authorisation to sign the Tender does not directly result from the copy from the competent registry submitted in the Tender - according to the specimen constituting Appendix 3¹ to the Invitation.

3.1.1.3. The tender may be applied for by a Tenderer, who is not an entity excluded from the tender procedure, which means that the Tenderer:

- is not linked to or is not a subsidiary, co-dependent or dominant entity in relation to the Employer or the Consortium Partner within the meaning of the Accounting Act of 29 September 1994 (Journal of Laws of 2016, item 1047 as amended);
- is not an entity in such a factual or legal relationship with the Employer, the Consortium or members of their bodies, which may raise justified doubts as to our impartiality in the selection of the supplier of goods or services, in particular being in a marital relationship, a relationship of kinship or affinity up to and including the second degree, a relationship of adoption, custody or guardianship, also through membership in the bodies of the supplier of goods or services;

¹ The Contracting Authority shall permit the use of one's own specimen, provided that the power of attorney must concern at least the scope indicated in the specimen of the power of attorney constituting Appendix 3 to the Invitation.

- is not a linked enterprise or a partner enterprise in relation to the Employer or the Consortium within the meaning of Regulation No. 651/2014;
- is not an entity personally linked to the Employer or the Consortium Partner within the meaning of Article 32(2) of the Value Added Tax Act of 11 March 2004 (Journal of Laws of 2017, item 1221 as amended). Capital or personal links shall mean mutual links between the Employer/Consortium Partner or persons authorised to contract obligations on behalf of the Employer/Consortium Partner or persons performing activities related to the performance of the procedure for selecting the Contractor on behalf of the Employer/Consortium Partner, consisting in particular in:
 - a. participation in the company as a partner in a civil partnership or partnership,
 - b. holding at least 10% of shares, unless a lower threshold is provided for by provisions of law or determined by the managing authority of the operational programme ,
 - c. performing the function of a member of a supervisory or managing body, proxy, attorney,
 - d. being married, in a relationship of kinship or affinity in a straight line, kinship of the second degree or affinity in the collateral line, or in a relationship of adoption, custody or guardianship.

The verification will be based on the Tenderer's statement contained in the Tender Form attached as Appendix 2 to the request for quotation.

- in connection with the entry of the Act of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security into force on 16 April 2022 (Journal of Laws of 2022, item 835) as of the date of submission of the Tender, the Tenderer is not subject to exclusion under the aforementioned Act.

The verification will be based on the Tenderer's statement contained in the Tender Form attached as Appendix 2 to the request for quotation.

3.2. Price

3.2.1. Tender prices must be provided as net sums.

3.2.2. Due to the specific nature of the subject of the contract, the Employer accepts the possibility of submitting a Tender in a foreign currency expressed in EUR or USD or in PLN.

3.2.3. The net prices must include all costs related to the performance of the subject of the contract, in accordance with the requirements specified in the Invitation.

3.2.4. The Tenderer shall specify the net prices with an accuracy of two decimal places (i.e. hundredths of a given currency in which the tender will be submitted) in accordance with mathematical rounding rules, i.e:

- a decimal fraction ending with a digit from 0 to 4 shall be rounded down,
- a decimal fraction ending with a digit from 5 to 9 shall be rounded up.

3.2.5. If the Tender is submitted in EUR or USD by the Contractor, the Employer shall make payment for the performance of the Subject of the Contract in EUR or USD.

3.3. Other requirements



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- 3.3.1. Each Tenderer may submit only one Tender.
- 3.3.2. The Tender shall be prepared in accordance with the requirements specified in the Invitation.
- 3.3.3. The Tender must be signed by individuals authorised to represent the Tenderer.
- 3.3.4. The authorisation of the individuals signing the Tender must follow directly from the documents attached to the Tender. This means that if such authorisation does not directly follow from the document stating the Tenderer's legal status (extract from the relevant register), the original document or a certified copy of the relevant power of attorney issued by individuals authorised to do so must be attached to the Tender.
- 3.3.5. It is recommended that specimens of the documents attached to the Invitation be completed by the Tenderer and attached to the Tender, or prepared by the Tenderer, in a form consistent with the Invitation.
- 3.3.6. The Tenderer shall bear all costs associated with the preparation and submission of the Tender regardless of the outcome of the Competition for Tenders. The Tenderer waives any claims on this account.
- 3.3.7. The Tender must be prepared in Polish or English and in a written form.
- 3.3.8. The entire Tender should be submitted in a form preventing its accidental disassembly.
- 3.3.9 All written pages of the Tender shall be initialled by the individual (or individuals if two or more persons are authorised to represent the Contractor) signing the Tender in accordance with the content of the document defining the legal status of the Contractor or the content of the power of attorney appended to the Tender. In the case of a Tender prepared in the electronic version and signed with a verifiable electronic signature, it is not necessary to initial all pages of the aforementioned documents.
- 3.3.10. The documents constituting the Tender may be presented only in the form of originals or copies certified by the Contractor to be true copies of the originals. The Employer reserves the right to demand an original or a notarised copy of a document when, the photocopy of the document submitted by the Contractor is illegible or raises reasonable doubts as to its authenticity.

3.4. Validity period of the Tender

- 3.4.1. The Tenderer shall remain bound by the Tender for a period of 60 days from the deadline for submission of the Tender. The running of the period shall commence with the expiry of the deadline for the submission of Tenders.
- 3.4.2. The Employer may submit a written request to the Tenderer for the extension of the validity period of the Tender. The Tenderer's agreement to extend the validity of the Tender shall not entitle the Tenderer to make any modifications to the Tender, provided that such modifications are not the result of negotiations by the Employer.
- 3.4.3. Articles 68¹, 68² and 69 of the Civil Code shall not apply in this Competition for Tenders.

3.5. Provision of explanations regarding the competition documentation

- 3.5.1. Please contact the following person regarding the tender procedure: Magdalena Rejmer, EXATEL S.A. Purchasing Team, tel. (+48) 507 004 341, e-mail address magdalena.rejmer@exatel.pl
- 3.5.2. All enquiries regarding this procedure should be addressed to the Employer by e-mail: magdalena.rejmer@exatel.pl
- 3.5.3. Employer shall respond immediately to the enquiries submitted, sending the contents of the enquiry and answers to all participants in the procedure.
- 3.5.4. The Employer reserves the right not to answer questions if they are received later than 3 working days before the deadline for the submission of Tenders.

4. SUBMISSION OF A TENDER



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- 4.1. In order to meet the deadline for the submission of the Tender as indicated in point 4.3, the Tender should be submitted electronically in the form of: documents listed in clause 3.1 of the Invitation, signed with a verifiable electronic signature or signed and scanned.
- 4.2. Following the submission of an electronic Tender in the form of signed and scanned documents, the Contractor shall provide the Employer with a hard copy Tender containing all documents identical to those sent by e-mail.
- 4.3. The tender must be sent by e-mail to magdalena.rejmer@exatel.pl no later than **15.09. 2025 r., by 14:00.**
- 4.4. The Tender submitted as a hardcopy should be sent to the following address: **EXATEL S.A st. Perkuna 47, Warszawa** and have the following title on the envelope: **"Invitation to submit tenders for the supply of a software license for the advanced Link Budget calculation application for satellite networks necessary for the implementation of the "SAT2Rescue" project. Competition for tenders No. 16/2025**
- 4.5. A tender submitted by e-mail containing the elements of the Tender listed in point 3.1 of the Invitation completed using a computer but not signed and initialled shall not be taken into consideration.
- 4.6. A tender sent to the Employer after the submission deadline shall not be considered by the Employer.
- 4.7. A tender shall not be withdrawn during the period between the deadline for the submission of the Tender and the expiry of the validity period of the Tender.

5 EVALUATION AND COMPARISON OF TENDERS

- 5.1. The Employer reserves the right to select the most economically advantageous Tender, i.e. the one presenting the best price.
- 5.2. The Employer reserves the right to clarify the content of submitted Tenders.
- 5.3. The Employer reserves the right to negotiate Tender prices.
- 5.4. Any attempts by the Tenderer to influence the Employer in the evaluation and comparison of Tenders shall result in the rejection of the Tender.

6. THE EMPLOYER'S RIGHT TO CLOSE THE PROCEDURE WITHOUT SELECTING ANY OF THE TENDERS, TO CANCEL THE COMPETITION FOR TENDERS AS WELL AS TO SELECT A TENDER FREELY, AND TO REFRAIN FROM CONCLUDING THE AGREEMENT.

- 6.1. The Employer reserves the right not to select any of the Tenders submitted without stating any reasons or justification. The Employer shall not be liable to the Tenderers on this account, and the Tenderer shall waive any claim against the Employer in this respect.
- 6.2. The Employer shall be entitled to freely select the most advantageous Tender which complies with the Employer's requirements and is in the Employer's interest.
- 6.3. In the event of the occurrence of circumstances rendering the conclusion of the Agreement or its performance no longer in the interest of the Employer, the Employer shall have the right to withdraw from the conclusion of the Agreement.

7. CONDITIONS FOR AMENDMENTS TO THE AGREEMENT CONCLUDED AS PART OF THE CONDUCTED PROCEDURE



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7.1. The Employer reserves the right to amend the agreement concluded with the Contractor selected in the course of the procedure in the event of occurrence of at least one of the circumstances listed below, including the conditions for their introduction:

7.1.1. The time limit or scope of the contract may be changed in the following situations:

- a) In the event of a change of the implementation deadlines resulting from the project funding agreement agreed with the financing institution;
- b) In the event of the occurrence of circumstances beyond the control of the Contractor, at his justified request, provided that the change is due to circumstances that the Contractor could not have foreseen at the stage of submitting its tender and is not its fault;
- c) Suspension of the research by the Employer due to technical or organisational reasons preventing the continuation of the performance of the subject of the agreement, for the duration of the suspension. The Employer shall notify the Contractor of the suspension of the research, indicating the reason for the suspension.
- d) The need to introduce changes to the subject of the agreement as a consequence of circumstances that the Purchaser could not objectively foresee at the time of concluding the agreement by the time necessary to introduce such changes.

7.2. The Contractor's remuneration specified in the agreement may be subject to change in the following cases:

- a) a change in the value added tax rate;

7.3. The Employer also reserves the possibility of amending the agreement in the event of:

- a) a change in the applicable legislation affecting the subject and conditions of the agreement and a change in the legal or factual situation of the Contractor and/or the Employer resulting in the impossibility of performing the subject of the agreement;
- b) the occurrence of extraordinary circumstances, being "force majeure", resulting in the impossibility of the performance of the subject of the agreement or threatening a gross loss, which the Parties did not foresee when concluding the agreement - force majeure shall be understood as extraordinary events and circumstances, unforeseeable, independent of the will of any of the Parties to the agreement;
- c) the occurrence of extraordinary circumstances not being "force majeure", threatening a gross loss, which the Parties did not foresee when concluding the agreement;
- d) In the event of receipt of a decision from the Institution managing the implemented project containing changes to the scope of tasks, deadlines for implementation or establishing additional provisions to which the Employer will be obliged.

7.4. Conditions of changes:

7.4.1. Initiation of changes - at the request of the Employer and/or the Contractor.

7.4.2. Justification for changes - proper implementation of the subject of the agreement, reduction of costs.

7.4. 3. Form of changes - Appendix to the Contractor's agreement in writing under pain of invalidity.

8. COMMUNICATION

8.1. In this procedure, statements, requests, notifications and information shall be communicated by the Employer and the Tenderer via postal operator, personally, via courier, by e-mail (e-mail address: magdalena.rejmer@exatel.pl) with the subject of the message preceded by the mark "Competition for Tenders No. 16/2025".



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8.2. The written form shall be reserved to the submission of the Tender with appendices.

9. LIST OF APPENDICES

- 1.1. Appendix 1 – Specification of the Subject of the Contract
- 1.2. Appendix 2 – Specimen of the Tender Form
- 1.3. Appendix 3 - Power of attorney - Specimen
- 1.4. Appendix 4 – Information clause of the Employer
- 1.5. Appendix 5 – Specimen of the Agreement