



**Annex 3 to the Request for a price quote - Competition for tender No. 06/2026
- Tenderer Statement**

Tenderer data

| | |
|---|--|
| Name | |
| Registered office | |
| Phone No. | |
| e-mail address | |
| Website: | |
| Tax Identification Number [NIP] | |
| Business Registry Number [REGON] | |
| Individuals authorised to communicate with EXATEL (name and surname, phone No., e-mail address) | |

1. In reference to the request for inquiry regarding the for „**the supply of satellite modems 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), **Competition for tenders No. 06/2026**), acting on behalf of the Tenderer and being duly authorised to its representation, I would like to submit the Tender based on the following terms we declare that:

- 1.1. we understand that all information obtained in connection with the performance of the Order and the course of the Competition for Tender will be considered confidential, unless it is marked as non-confidential or its nature prejudices its non-confidentiality. We undertake not to disclose, either directly or indirectly, such information to any other person or entity for any purpose whatsoever, nor shall we use or copy such confidential information except for the sole purpose of performing the subject of this tender procedure, including the submission of a Tender.
- 1.2. we have read the requirements of the Employer specified in the Invitation and appendices to the Invitation, and we do not raise any objections to them,
- 1.3. we have obtained the necessary information to submit the Tender,
- 1.4. we have prepared the Tender in accordance with the Invitation,
- 1.5. in the case of the selection of our Offer and the conclusion of an Order with us, we undertake to execute the Subject of the Order in accordance with the provisions of the Order, the terms of the invitation to submit offers, and applicable national law, European Union law, and international law;
- 1.6. The net price includes all costs related to the execution of the subject of the order and is not dependent on any other conditions;

- 1.7. we consider ourselves bound by the Tender for a period of 60 days from the deadline for the submission of the Tender,
- 1.8. the specimen of the Order included in the Invitation has been accepted by us and in the event of the selection of our Tender we undertake to conclude it under the above-mentioned conditions, in the place and on the date set by the Employer,
- 1.9. we confirm that we have acquainted ourselves with the Employer's Information Clause, which constitutes Appendix 4 to the Invitation.
- 1.10. we accept the payment term: within 30 days from the date of delivery of a correctly issued invoice by the Contractor,
- 1.11. we are authorised to carry out specific activities or actions if the legal regulations impose the obligation to have such an authorisation,
- 1.12. we are in an economic and financial condition that ensures due and timely performance of the subject of the Order,
- 1.13. we are not an affiliated entity or a subsidiary, co-subsidiary or parent company in relation to the Employer or the Consortium, within the meaning of the act of 29 September 1994 on accounting (Journal of Laws. of 2016, item 1047 as amended);
- 1.14. we are 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;
- 1.15. we are not a linked enterprise or a partner enterprise in relation to the Employer or the Consortium within the meaning of Regulation No. 651/2014;
- 1.16. we are 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 beneficiary or persons authorised to contract obligations on behalf of the beneficiary or persons performing activities related to the performance of the procedure for selecting the Contractor on behalf of the beneficiary, 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, being 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.
- 1.17. 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, we are not subject to exclusion under the aforementioned Act.
- 1.18. we have no conflict of interest and we commit to promptly inform the Employer of any case of identification of circumstances causing or potentially causing a conflict of interest;
- 1.19. we will carry out the Subject of the Order in accordance with the highest ethical standards and applicable EU, international, and national law regarding ethical principles, and we will respect the fundamental values of the EU, such as respect for human dignity, freedom, democracy, equality, the rule of law, and human rights, including the rights of minorities;



1.20. we will include on the materials produced within the Subject of the Order information about EU support as well as the European flag (emblem) and a funding statement, as provided by the Ordering Employer;

1.21. We will provide all information required to verify the correctness of the implementation of the action and compliance with other obligations arising from the order

1.22. we will keep the documentation and other documents confirming the correct implementation of the activity in accordance with the accepted standards in the field for 5 years from the completion of the Subject of the Order.

1.23. we will enable and will not hinder the conduct of an audit of the correctness of the execution of the Subject of the Contract and compliance with the obligations arising from the Agreement by entities supervising the Contracting Authority within the framework of the implementation of the funding agreement.

(place and date)

(Signature of the person authorised to represent the Tenderer)