

CONTRACT no./2025

Concluded on in Szczecin between:

Headquarters Multinational Corps Northeast with the seat in Poland, Szczecin, ul. Łukasińskiego 33, operating under the Convention between the government of the Republic of Poland, the government of the Kingdom of Denmark and the government of the Federal Republic of Germany on Multinational Corps Northeast (Journal of Laws of 2000 no 21 item 259),
represented by:

- 1..... – Financial Controller
- 2..... – Senior VAT&Contracting Specialist

hereinafter referred to as the „Client” or HQ MNC NE

and

.....
.....
.....

Represented by:

.....
hereinafter referred to as the „Contractor”,

The content of this Contract has been constructed according to the conditions defined in the Invitation for Bid ICB 01/25, dated 17 April 2025 and the Contractor’s bid dated 17 April 2025.

§1

Subject of the contract

1. The Contractor undertakes to deliver the following products and services:

DELL Server PowerEdge 760XA (with TEMPEST Level B certificate):

- a) DELL Server PowerEdge 760XA – 4 sets,
 - b) Certificate (service) - Tempest SDIP-27 level B modification of all 4 sets,
 - c) Documentation, including guarantee documentation.
2. Details describing subject of the contract are defined in Annex no. 1 to the contract and the Contractor’s price proposal constituting Annex no. 3, being integral part of this contract.
 3. Contractor must deliver TEMPEST certificates or confirmation of authorized TEMPEST laboratory that devices passed successfully emission tests executed by the authorized TEMPEST laboratory. Only TEMPEST Certificates issued by the HQ

Security Accreditation Authority (Polish Military Counterintelligence Service or Polish Internal Security Agency), NATO TEMPEST Authority or NATO TEMPEST Vendor (with green status) can be accepted. In case of required clarification the TEMPEST Authority appropriate for the HQ MNC NE will be consulted for final guidance.

4. The products, including any related licenses, manuals etc, will become the property of HQ MNC NE upon their delivery.
5. The Contractor declares that the products being subject matter of this contract:
 - are new (not used in any other activities like demonstration etc.) and free of any legal and physical defects,
 - meet qualitative and functional standards of required functions to be performed and it has no faults or defects that could reduce its value or applicability for the normal and contractually stipulated use,
 - come from the manufacturer's authorised distribution channel and be covered by the manufacturer's service in Poland,
 - are not purchased from manufacturers that come from a country that directly or indirectly supports states generally regarded by the international community as terrorist.
6. The Contractor warrants that hardware will be registered at the respective or existing HQ MNC NE account with a manufacturer of a specific piece of equipment (if required). Account details will be provided to the contractor by HQ MNC NE after signing of the contract.
7. The equipment must be covered by the service of manufacturer for the warranty period.

§2 Delivery

1. The Contractor is responsible for the effective delivery of the products being the subject of the contract. The delivery time and collection of products must be agreed with the person indicated in § 2 point 10.
2. Time of delivery of products shall be not later than **8 weeks** after signing of the contract.
3. The general place of delivery shall be Headquarters Multinational Corps Northeast at ul. Łukasieńskiego 33, 70-215 Szczecin, Poland .
4. A truck with a lift is required in case of delivery equipment stored on pallet.
5. The delivery shall be confirmed with a Delivery Acceptance Protocol (DAP), signed by both parties.
6. Property right to the products will be transferred to the Client after signing of DAP - the model protocol is attached as Annex no. 2. The Contractor shall provide the necessary documentation of the products, together with the devices. The devices, including any related licences, manuals etc. will become the property of HQ MNC NE at the moment of signing of DAP.
7. The guarantee shall become effective on the day of the signing of DAP mentioned in § 2 point 5.
8. Together with delivery of products specified in §1, the Contractor will provide required TEMPEST certificates to confirm respective TEMPEST level B in

accordance with SDIP 27/1. Individual certificates shall be provided for each set of devices.

9. HQ MNC NE does not allow for partial deliveries.
10. On the part of HQ MNC NE the person responsible for receiving the hardware (and certificates) and to sign Delivery Acceptance Protocol shall be Mr Tomasz Palczewski (tel. +48 91 44 45 602, e-mail: tomasz.palczewski@mncne.nato.int).

§3 **Payments**

1. The Parties to the contract set the net remuneration for completion of the subject of the contract at **PLN**
2. The invoice issued to the Client shall be VAT and customs duty exempted. The Contractor will be provided EU exemption certificate, if required.
3. The Parties to the contract agree that remuneration for providing the product shall be paid to the Contractor within **30 days** since receiving a proper invoice based on the signed delivery acceptance protocol (DAP).
4. Remuneration due for the Contractor shall be transferred from the HQ MNC NE bank account to the Contractor's bank account number:
(compliant on the day of transfer with the bank account specified in the list of entities referred to in the Art 96b item 1 on the Tax on goods and services Act).
5. The remuneration shall comprise all the taxes binding in Poland including VAT and customs duty as well as other fees related to delivery and work performance.
6. Remuneration in the invoice may be determined in EUR/USD or in PLN with the reservation that in case an invoice is issued in PLN, the average National Bank of Poland (NBP) exchange rate PLN/EUR (PLN/USD) applicable on the date of an invoice issuance shall be applied for conversion.
In any case VAT shall be calculated and will be paid in PLN following the above principle.
7. The remuneration includes the cost of delivery to HQ MNC NE premises, ie. Poland, Łukasinskiego 33, 71-215 Szczecin.
8. The remuneration shall include all licence fees necessary for the software which is the subject of this contract.
9. HQ MNC NE does not allow for partial payments.

§4 **Warranty and Guarantee**

1. The Contractor shall grant the Client guarantee and service support for the product within a period of **60 months**.
2. The guarantee document shall be delivered to the Client on the day of final acceptance of delivery.
3. The warranty period for physical defects of the delivered equipment equal to the guarantee period and the guarantee period shall commence on the date of final acceptance.

4. Removal of faults of equipment found in the shall take not longer than 30 calendar days from reporting the fault by the Client (by fax or e-mail). The work will start not later than on next business day after the Client reporting the fault.
5. If a repair takes longer than 30 days, until it is completed, the Contractor shall provide substitute equipment having the same parameters and the same quality.
6. If a repaired device would require passing emission test to confirm a respective emission security standard (NATO SDIP-27/1 TEMPEST level B) and a new certificate will be required in this regard, all related costs shall be borne by the Contractor.
7. If the Contractor fails to remove a defect within the deadline defined in subparagraph 4 of this paragraph, the Client has the right to have the defect removed by another entity at the cost of the Contractor (including the cost of Tempest certificate level B).
8. Contractor accepts that any spare parts/elements of faulted/replaced equipment will stay at HQ MNC NE (will not be returned to factory or Contractor).
9. The Contractor is obligated on own expenses to pick up defected equipment to be repaid from the premises of the Client – in 3 working days from request.

§5 Contractual penalties

1. The Contractor shall pay contractual penalties for:
 - a) A delay in performing the subject of the Contract in the amount of 0,2% of the net price specified in § 3.1 for each day of the delay of day of delivery, specified in § 2.2.
 - b) A delay in performance of guarantee and warranty repairs specified in § 4 of the Contract within the time specified in § 4.4 in the amount of 0,2% of the total net value of the contract specified in § 3.1, for each day of delay.
 - c) **Withdrawal** from the contract for reasons for which the Contractor is responsible in the amount of 15% of the total value of the contract as specified in § 3.1.
2. A delay in performing the subject of the contract exceeding 15 days entitles the Client to withdraw from the contract with immediate effect. In this case, the contractual penalty shall be due from the moment the contractor receives the notice of withdrawal.
3. Total amount of calculated contractual penalties may not exceed 20% of the net value of the contract.
4. Contractual penalties shall be payable by the Party in default within 14 days from a date of receiving a notification from the Party claiming a penalty.
5. The Client reserves the right to deduct the value of the accrued penalties from the invoice due for the subject matter of the Contract.

6. The Parties to the contract are entitled to seek compensation according to the principles stated in the Polish Civil Code, if the damage caused to them exceeds the amount of applicable contractual penalties.

§6 Confidentiality

Any information received in relation to this Contract shall be considered confidential. Contractor shall keep secret all data and information obtained in connection with the contract, unless the information has been revealed due to actions of persons not connected to the Contractor.

§7 Correspondence

1. Any contractual correspondence is to be forwarded to the addresses specified in the introduction part of the contract.
2. Any change in the addresses should be notified by the party to the other party under the pain of assumption that the correspondence send to the current address was serviced effectively.

§8 Final Provisions

1. Any changes to this Contract require a written form (under pain of nullity) of an Annex to this Contract and need to be signed by authorized representatives of both Parties.
2. Any disputes or claims arising out of or in connection with this Contract shall be settled by the competent court in Szczecin.
3. This contract shall be governed by and interpreted in accordance with the laws of Poland.
4. This Contract (and its Annex) shall be drawn up and executed in two (2) identical copies, in English language, of which each Party receives one.
5. Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1, as amended) hereinafter "GDPR", I inform you that The controller of your personal data is the Headquarters Multinational Corps Northeast based in Szczecin, ul. Łukasińskiego 33. Details of personal data processing are provided in Attachment 1 to this Agreement. By accepting the Agreement, the Service Provider simultaneously declares that it has familiarised itself with the principles of personal data processing detailed in Attachment 1.

Annexes:

1. Annex no. 1: Technical specification - 2 pages.
2. Annex no. 2: Delivery Acceptance Protocol - 2 pages.
3. Annex no. 3: Contractor's price proposal - pages.
4. Annex no. 4: Provision on Personal Data Protection – 2 pages.

CLIENT
Contracting Officer

CLIENT
Financial Controller

CONTRACTOR

TECHNICAL SPECIFICATION

I. Subject of the contract / bidding

The subject of the bidding is **procurement of 4 DELL Servers PowerEdge R760XA (with Tempest Level B certificates) for HQ MNC NE**, with delivery to Baltic Barracks, ul. Łukasieńskiego 33, Szczecin.

Detailed description and configuration of one DELL Server PowerEdge R760XA with all additional services is described in paragraph II below.

II. Technical Specifications and number of items

1. Procurement of four (4) DELL Servers PowerEdge 760XA (with TEMPEST Level B certificate).

Detailed description and configuration of **one** DELL Server PowerEdge 760XA is described in table:

PartNo	Description	Quantity
GEVL8I7	PowerEdge R760XA Server	1
GGX1VDO	Trusted Platform Module 2.0 V3	1
GS1316X	2.5" Chassis with up to 8 SAS/SATA Drives, Front PERC 11	1
G4O9N30	Intel® Xeon® Platinum 8562Y+ 2.8G, 32C/64T, 20GT/s, 60M Cache, Turbo, HT (300W) DDR5-5600	1
GR6YZVL	Intel® Xeon® Platinum 8562Y+ 2.8G, 32C/64T, 20GT/s, 60M Cache, Turbo, HT (300W) DDR5-5600	1
GZ54VFA	Heatsink for 2 CPU Configuration with OCP	1
GH9QBEI	Performance Optimized	1
GYMX57Q	5600MT/s RDIMMs	1
G106RND	32GB RDIMM, 5600MT/s, Dual Rank	32
GOV1697	C3, RAID 1 for 2 HDDs or SSDs (Matching Type/Speed/Capacity)	1
G90FD1E	Front PERC H355 Rear Load	1
G3ZJM0K	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	2
G06TYXW	Power Saving Dell Active Power Controller	1
GSFTG4Y	UEFI BIOS Boot Mode with GPT Partition	1
G9IONL3	No Energy Star	1

GUAQJ0D	Gen 2 Fan	1
GS93FEJ	Dual,Fault Tolerant Redundant(1+1),Hot-Plug PSU,2800W MM HLAC(ONLY FOR 200-240Vac)Titanium,C22 Conne	1
GD4MS2X	Jumper Cord - C20/C21, 2.5M, 250V, 16A (MultiNational)	2
GC92WG5	Riser Config 0, 4x16 FH Slots (Gen5), 4x16 FH DW GPU Capable Slots (Gen5)	1
G1SFA5B	R760XA Motherboard, MLK	1
GAKY4CT	Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0	1
GY8XSA9	Broadcom 5720 Dual Port 1GbE Optional LOM	1
G4I7XJV	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height, V2	1
G1H6KZB	NVIDIA Ampere A16, PCIe, 250W, 64GB Passive, DW, FH GPU, Requires vGPU SW for VDI	2
GGB349W	GPU Factory Installed CPU Cable for DW + 2 Filler Sponges + 2 GPU Blanks (2 GPUs)	1
GLWQH7O	PowerEdge 2U LCD Bezel	1
G74DI3A	BOSS Blank	1
G0FVJIE	SFP+ SR Optic, 10GbE, for all SFP+ ports except high temp validation warning cards	6
G78MU35	No Operating System	1
GKH7AZI	No Media Required	1
G16CQF5	iDRAC9, Enterprise szesnastej generacji	1
GQGFV6H	OpenManage Enterprise Advanced Plus	1
G9UKP7B	No Quick Sync	1
G2T768J	iDRAC,Factory Generated Password	1
GX95LG2	iDRAC Service Module (ISM), NOT Installed	1
GTVA94K	Program iDRAC Group Manager, wyłączony	1
G7HVFWT	ReadyRails Sliding Rails With Strain Relief Bar	1
GVRYSM7	No Systems Documentation, No OpenManage DVD Kit	1
G0U7GJP	PowerEdge R760XA Shipping EMEA1 (English/French/German/Spanish/Russian/Hebrew)	1
GJTC917	PowerEdge R760XA Shipping Material	1
GQ8S52U	PowerEdge R760XA CE and BIS Marking, No CCC Marking on 2.5" Chassis	1
GE3QM7J	PowerEdge Configuration	1
GDZ0XTY	Order Configuration Shipbox Label (Ship Date, Model, Processor Speed, HDD Size, RAM)	1
GRO1P6G	Decline Selection	1
G4IVZ9O	ProSupport and Next Business Day Onsite Service, 60 Months.	1
G3CMANW	Basic Next Business Day 36 Months	1
G18U23Q	Keep Your Hard Drive For Enterprise, 60 Months.	1
GMZGA07	No Field Deployment Customer Install Required	1
G3AGTC4	Infrastructure Deployment Selected	1
G2K1LTI	Asset Tag - ProSupport (Website, barcode, Onboard MacAddress)	1
	Modification TEMPEST SDIP-27 Level B: <ul style="list-style-type: none"> - SDIP-27/1 Level B - TEMPEST certificates or confirmation of authorized TEMPEST laboratory - Tempest enclosure specification: all system - Power line certification: yes, - TEMPEST modification: TEMPEST level B server modification 	1

2. Documentation:

- documentation related to the equipment, systems, licences, manuals, etc.
- documentation related to the guarantee,

Documentation will be created on site and on the client's equipment.

DRAFT

Delivery Acceptance Protocol

to the Contract no

I confirm, that the subject matter of the Contract no has been delivered

to HQ MNC NE on:.....

Quantity	Name of the product	Description	Category	Service type	YES/ NO
4 sets	DELL Server PowerEdge R760XA	DESCRIPTION, PART NUMBERS AND QUANTITY ACCORDING TO THE ANNEX NO. 1 (to the Contract), point II.1	Product / Service	NEW	
Certificates related to 4 sets of devices/systems	Modification TEMPEST SDIP-27 Level B	<ul style="list-style-type: none"> - SDIP-27/1 Level B - TEMPEST certificates or confirmation of authorized TEMPEST laboratory - Tempest enclosure specification: all system - Power line certification: yes, - TEMPEST modification: TEMPEST level B server modification. 	Service	Made by authorized laboratory	
4 sets	Documentation	<ul style="list-style-type: none"> - Documentation related to the equipment, systems, licences, manuals, etc. - Documentation related to the warranty. - Documentaton on the client's equipment. 	Product	NEW	

Remarks:

.....

.....

.....

Date of signature of the protocol:

Accepted by:

CLIENT

CONTRACTOR

Provision on Personal Data Protection

1. Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1, as amended), hereinafter referred to as the GDPR, I inform you that:

The controller of your personal data is the Headquarters Multinational Corps Northeast in SZCZECIN at ul. Łukasińskiego 33.

2. The Headquarters Multinational Corps Northeast in SZCZECIN was established and operates on the basis of the provisions of the Convention between the Government of the Republic of Poland, the Government of the Kingdom of Denmark and the Government of the Federal Republic of Germany on the Multinational Corps Northeast of 5 September 1998 (Journal of Laws 2000, No. 21, item 259 with amendments) and on the basis of the provisions of the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed in Paris on 28 August 1952. (Journal of Laws of 2000 No. 64, item 746).

3. For matters relating to your personal data, please contact us by letter to the following correspondence address: 71-215 Szczecin, ul. Waleriana Łukasińskiego 33 or by e-mail at the following e-mail address: centralregistry@hqmncne.mil.pl.

4 Your personal data will be processed pursuant to Article 6(1)(c) of the GDPR in order to conduct preliminary market consultations and the procurement procedure together with the procurement contract award (in the form of offer comparison or tender), as well

as to conclude the procurement contract and to perform it, and to document the procurement procedure and to archive it.

5.The recipients of your personal data will be persons or entities to whom documentation of the procedure will be made available on the basis of the provisions of Procurement Directive 60-70 in force at the Headquarters of the Multinational Corps Northeast in SZCZECIN and Procurement Directive 60-70 in force at the NATO Bi-Strategic Command.

6 .In case of contract award procedures, your personal data will be stored for the period determined in terms of the archival category indicated in the Uniform Subject File Index of the Office for Personal Data Protection, which in accordance with Article 6(2) of the Act of 14 July 1983 on the national archival resource and archives (Journal of Laws of 2020, item 164), was prepared in agreement with the Chief Director of the State Archives. For documents produced in the context of national procurement procedures, the period is 5 years, for EU procurement procedures it is 10 years. On the other hand, civil law contracts, together with documentation concerning their execution, regardless of the mode in which they were concluded, shall be kept for a period of 10 years. After the expiry of the storage period, non-archival documentation shall, subject to the approval of the director of the relevant state archive, be destroyed.

7.The obligation to provide your personal data and data of other natural persons involved in the performance of the procurement contract (e.g. subcontractors) is laid down in the following documents:

invitation to participate in preliminary market consultations,

invitation to tender and participation in the award of procurement contracts, the Contract, and the documentation of the International Competitive Bidding

and is related to the participation in the procurement contract award procedure. The consequences of failing to provide certain data are also set out in the above-mentioned documents.

8.If you provide personal data of other natural persons involved in the procurement contract award procedure, you shall ensure that you are entitled to do so and that you have fulfilled the information obligation referred to in Article 14 of the GDPR towards these persons. The party providing personal data shall notify data subjects whose personal data it intends to provide prior to the provision of such data to the recipient and shall make a declaration to that effect.

With regard to your personal data, decisions will not be taken based on automated processing, pursuant to Article 22 of the GDPR.

You have the following rights:

- a. the right to access your personal data - pursuant to Article 15 of the GDPR;
- b. the right to rectify or supplement your personal data, however, the exercise of the right of rectification or completion may not have the effect of altering the outcome of the public procurement procedure or amending the provisions of the public procurement contract to an extent that is inconsistent with the PPL Act, and may not affect the integrity of the procedure protocol and its annexes - pursuant to Article 16 of the GDPR;
- c. the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) of the GDPR, however, the right to restrict processing shall not apply in relation to storage, in order to ensure the exercise of legal remedies or for the protection of the rights of another natural or legal person, or on compelling grounds of public interest of the European Union or of a Member State, and shall not restrict processing of personal data until the end of the contract award procedure - pursuant to Article 18 of the GDPR;
- d. the right to lodge a complaint with the President of the Data Protection Authority if you consider that the processing of personal data concerning you violates the provisions of the GDPR.

You do not have the following rights:

the right to erase your personal data on the basis of Article 17(3)(b), (d) or (e) of the GDPR

the right to data portability referred to in Article 20 of the GDPR; the right to object to the processing of your personal data on the basis of Article 21 of the GDPR, as the legal basis for the processing of your personal data is Article 6(1)(c) of the GDPR.

DRAFT