

Annex 1. Draft FRAMEWORK AGREEMENT

The IT and Development Centre, Ministry of the Interior (*hereinafter referred to as SMIT or the contracting authority*), registry code 70008440, address Mäealuse 1/2, 12618 Tallinn, represented by Director General Mart Nielsen on the basis of the statutes,

The Police and Border Guard Board (*hereinafter referred to as payer 1*), registry code 70008747, address Pärnu mnt 139, 15060 Tallinn, represented by the Director General,

The Ministry of Foreign Affairs of the Republic of Estonia (*hereinafter referred to as payer 2*), registry code 70002526, address Islandi väljak 1, 15049 Tallinn, represented by Director General of the IT and Development Centre of the Ministry of the Interior Mart Nielsen on the basis of a power of attorney

and

Company OÜ/AS (*the contractor*), registry code....., address....., represented by

....

1. General information

- 1.1. The framework agreement has been concluded on the basis of the public procurement “Document scanners, related software licences and product support / Dokumendiskännerid, nendega seotud tarkvara litsentsid ja tootetugi”, carried out by the contracting authority in a public procurement (reference number 296902 in the Public Procurement Register).
- 1.2. The framework agreement establishes the general terms and conditions governing the public contracts to be awarded under it for the duration of the contract, the more specific terms and conditions being agreed in the public contract.
- 1.3. The public contract based on the framework agreement is concluded pursuant to procedure specified in the framework agreement as a result of the procurement conducted.
- 1.4. The framework agreement does not obligate the contracting authority to order goods and services from the contractor. During the term of validity of the framework agreement, the contracting authority has the right to decide on the volume of the goods and services to order. The contracting authority also has the right to order goods and services from other potential service providers.
- 1.5. If a condition of the public contract differs from the condition of the framework agreement, then the condition of the public contract is deemed to prevail.
- 1.6. Additional terms and conditions of public contracts may be agreed upon in the course of performing the framework agreement, if necessary to meet the conditions arising from the application of external funds.
- 1.7. If goods and services procured on the basis of the public contract are funded with external funds, then the contractor is obliged to adhere to the requirements arising from the use of external funds, as disclosed in the public contract, incl. use the symbols required in the terms and conditions.
- 1.8. The contact persons of the parties in performing the contract are:

- 1.8.1. The contact person of the contracting authority, email, tel
- 1.8.2. *The contact person of the contractor, email, tel*
- 1.8.3. *The contact person of payer 1 (....., email, tel*;
- 1.8.4. *The contact person of payer 2 (....., email, tel*;
- 1.9. The following annexes are integral parts of the contract:
 - 1.9.1. *Annex 1 – IT and Development Centre, Ministry of the Interior, Estonia general terms and conditions of sales contracts;*
 - 1.9.2. *Annex 1.1 – IT and Development Centre, Ministry of the Interior, Estonia general terms and conditions of authorisation agreements;*
 - 1.9.3. *Annex 2 – Technical specifications.*
 - 1.9.4. *Annex 3 – Tender of the contractor in procurement*

2. Object of the framework agreement

- 2.1. The object of the framework agreement is the purchase of document scanners and related software licences and the provision of product service of the manufacturer (hereinafter also referred to as “things” or “services”), which the contractor undertakes to supply in accordance with the procurement documents, terms and conditions of the order, and the public contracts and annexes thereof concluded with the contracting authority after the above. The contracting authority has the right to purchase goods and services jointly or separately according to the needs of the contracting authority in each given instance.
- 2.2. Pursuant to this agreement and the corresponding orders and public contracts to be concluded by the contracting authority, the contractor sells to the contracting authority the equipment compliant to the conditions in annex 2 and listed in annex 3, as well as related software licences, and provides product support services of the manufacturer, and the contracting authority, payer 1 or payer 2 undertake to pay for this in accordance with the framework agreement, the terms of order and the public contracts.
- 2.3. The applicable delivery times are established separately in each order. The delivery is made to Mäealuse 2/2 Tallinn, unless the parties agree otherwise in a specific public contract.
- 2.4. The general terms and conditions of sales contract apply to the purchase of goods (*Annex 1*) and the general terms and conditions of authorisation agreements apply to the provision of services (*Annex 1.1.*)

3. Concluding a public contract on the basis of the framework agreement

- 3.1. With the framework agreement and the public contracts to be concluded thereunder, the contractor sells and delivers and the contracting authority purchases and accepts the document scanners and their accessories (incl. licences) as well as product support of the manufacturer (hereinafter *things* or *services*) compliant to the specifications in annex 2 to the agreement, and the contracting authority undertakes to pay for them in accordance with the framework agreement, the orders, and the public contracts.
- 3.2. The due date of public contracts concluded during the term of validity of the framework agreement may exceed the due date of the framework agreement. If a public contract concluded on the basis of the framework agreement remains valid after the expiry

of the framework agreement, then the terms and conditions of the framework agreement shall apply to the public contract until the completion of the public contract.

- 3.3. Concluding the framework agreement does not obligate the contracting authority to order the object of the agreement and the object of the agreement is ordered as needed by the contracting authority during the term of validity of the agreement.
- 3.4. The object of a specific public contract is established according to the needs of the contracting authority in orders submitted on the basis of the framework agreement.
- 3.5. The due date of submitting each tender is provided in an order made on the basis of the framework agreement. The contractor submits an amended tender in accordance with the order.
- 3.6. The order must contain sufficient information for the contractor to submit an amended tender initially submitted for the award of the initial framework agreement. The contracting authority has the right to specify all aspects of the order at any time before placing the order.
- 3.7. For purchase of things with cost starting from 30,000 euros (plus VAT), the contracting authority places an order for the contractor in the electronic Public Procurement Register to amend the tender submitted for the conclusion of the initial framework agreement together with the description of the object of the public contract and the draft of the public contract.
- 3.8. Works with a cost below the one specified in clause 3.7 are ordered, and corresponding amended tenders submitted and accepted via email or in the electronic Public Procurement Register.
- 3.9. The contracting authority is not liable for any delays, malfunctions or interruptions caused by circumstances beyond the control of the contracting authority of the online environment (Public Procurement Register or email), such as force majeure, power failures, faults in the operation of the contracting authority's or the contractor's telephone or Internet connection or other electronic equipment and devices, including software. The contracting authority is not responsible for losses or loss of profit incurred by the contractor due to the use or lack of use of the online environments.
- 3.10. Public contracts with a cost of 30,000 euros (plus VAT) or above are concluded in writing. Orders with a cost less than specified above are formed by the order of a public contract, amended tender submitted for concluding the initial framework agreement, and acceptance of the amended tender; concluding a separate written public contract is not required.
- 3.11. If external funds are used to fund the purchase of the contracted works, the parties undertake to formalise the public contract in writing if required in the terms and conditions of granting the external funds, recording the terms and conditions arising from the application of external funds in the corresponding public contract.
- 3.12. The contractor ensures the performance of the framework agreement and the public contracts in Estonian or in English.
- 3.13. The contracting authority has the right to engage the Police and Border Guard Board and/or the Ministry of Foreign Affairs as the payer on the side of the contracting authority. In such case, the public contract is concluded between several parties.
- 3.14. The delivery time of products is established in each order or in the public contract and the contractor must deliver the products in accordance. The object of the agreement is delivered at the delivery site specified in clause 2.3, unless the parties have agreed

otherwise in a specific public contract. The right of ownership of products is transferred from the contractor to the contracting authority as at the moment the contracting authority accepts the delivery. Until the transfer of the right of ownership of the product, the risk of accidental loss and damage is borne by the contractor.

- 3.15. The contracting authority has the right to verify the compliance of the object of the agreement with the terms and conditions of the agreement and the statements of the contractor in 30 (thirty) days and request for information about performing the agreement from the contractor, incl. for documents verifying right of representation to be provided. The provisions of annex 1 to the agreement apply to all other terms and conditions.
- 3.16. The object of the agreement must comply with the terms and conditions of the agreement, first and foremost in regards to quantity, quality, type and description. The compliance of the object of the agreement to the terms and conditions of the agreement is checked pursuant to the procedure specified in annex 1 and the public contract.
- 3.17. The contracting authority has the right to reject the object of the public contract if it turns out during the receipt that the object of the public contract does not comply with the terms and conditions of the contract. If the contracting authority rejects the object of the public contract, the contractor must deliver a compliant device or accessory to the contracting authority. The contractor covers all costs related to the replacement, return and remedying the object of the agreement.
- 3.18. If the contracting authority fails to notify the contractor of defects related to the object of the contract within the time specified in this contract after learning of the defect, then the liability of the contractor for the defects of the product is waived, unless the failure to report the defect could be reasonably excused.
- 3.19. The contractor confirms to be the manufacturer or the reseller authorised by the manufacturer and the provider of the services (right of representation) and is responsible for the existence of the right of representation throughout the duration of the contract.

4. Cost and settlement

- 4.1. The maximum total cost of the framework agreement is **2,000,000 euros** plus VAT. The contracting authority is not obliged to order to the maximum cost of the object of the contract. Orders are placed and public contracts concluded according to the needs of the contracting authority.
- 4.2. The unit prices set out in annex 3 are binding on the contractor for at least 4 years from the date of conclusion of the framework agreement. The contractor reserves the right to offer a lower price than the original price upon receipt of each order. In the fifth year of validity of the framework agreement, the contractor has the right to request indexation of the unit prices set out in the framework agreement (Annex 3). For indexation of the unit prices established in the framework agreement, the contractor submits an application to the contracting authority and the indexed prices are fixed as an annex to the agreement signed by the parties. The indexation is based on the change in the Consumer Price Index published by Statistics Estonia during the 12 months preceding the indexation request. As a result of indexation, the prices established in the framework agreement may be increased by no more than 20%.
- 4.3. Settlement is carried out on the basis of the public contract(s). The cost established in the public contract is the final price payable by the contracting authority or the payer for

the corresponding object of the contract, including, inter alia, charges for intellectual property rights, where applicable. The price also includes the supply of equipment.

- 4.4. The contractor issues an invoice to the contracting authority or the payer after the signing of the instrument of delivery and receipt by the contact persons of the contracting authority and the contractor. The instrument of delivery and receipt is signed by the contact person of the contract or the person designated by them.
- 4.5. Unless otherwise provided for in the order or the public contract, the product support will be paid for on an annual basis after activation of the product support. If the public contract orders product support for a period longer than one year, the product support is paid for on an annual basis.
- 4.6. Unless otherwise specified in a specific order or public contract, invoices must be sent to the contracting authority in accordance with the Estonian e-invoicing standard. The e-invoice must include, in addition to the information specified in the standard, the surname of the contact person of the contracting authority or the payer, the reference number of the Public Procurement Register of the framework agreement, the number of the framework agreement, the reference number of the Public Procurement Register of the order, the number of the public contract, the 15-digit reference number of the part of the contract, and external funding code in the case of external funds. An e-invoice must be sent via an e-invoicing operator. An e-invoice is deemed to be received from the date of receipt by the e-invoice operator.
- 4.7. The invoice is payable within 21 calendar days (unless otherwise stipulated in the specific order or public contract) and/or unless a different payment deadline is stipulated in the conditions for the use of external funds.
- 4.8. Where a specific order or public contract establishes different principles from those set out in this chapter, the relevant agreement shall apply.
- 4.9. In the event of premature termination of the provision of product support due to the fault of the contractor, the contractor undertakes to reimburse to the contracting authority or payer the amount for the period of services already paid but not used.

5. Terms and conditions of product support

- 5.1. Product support is provided via telephone or email. Notices forwarded by telephone must be confirmed via email.
- 5.2. The obligation of providing product support commences after the parties have signed the instrument of delivery and receipt. If product support is commissioned separately, the period of providing product support commences at the time stipulated in the public contract.
- 5.3. Product support must be provided from Monday to Friday from 9.00 AM until 5.00 PM.
- 5.4. Product support is provided in Estonian or in English.

6. Terms and conditions for the use of external funds

- 6.1. Based on the source of financing (external funds) and the applicable mandatory requirements, the parties undertake to ensure the following:
 - 6.1.1. The payer and the contracting authority allow audits and monitoring (including on-the-spot checks) to be carried out and provide all necessary assistance for this purpose, including giving authorised persons access to all documents and

information, including information in electronic format, relating to the implementation of the project, in order to verify the accuracy of the data submitted, and to the premises and territory involved in the administration and use of the grant.

6.1.2. The parties are obliged to comply with the notification rules and the requirements for labelling of objects and marking of documents and to use the symbols provided for this purpose, as laid down in the Regulation of the Government of the Republic No. 54 of 12.05.2022 “Informing the public about the granting of Cohesion and Internal Security Policy Funds for the period 2021-2027” (<https://www.riigiteataja.ee/akt/117052022012>) (see Annex 2 of the Regulation in Riigi Teataja).

6.1.3. The contractor undertakes to ensure that the object of the contract to be delivered is labelled and marked in accordance with the requirements set out in the Regulation of the Government of the Republic No 54 of 12.05.2022 “Informing the public about the granting of Cohesion and Internal Security Policy Funds for the period 2021-2027” (<https://www.riigiteataja.ee/akt/117052022012>), using the symbols provided for that purpose (see Annex 2 to the Regulation in Riigi Teataja).

7. Warranty

7.1 The contractor provides a 12-month warranty on the delivered thing from the moment the equipment that is the object of the contract has been accepted by the contracting authority in accordance with the contract.

7.2 The contractor undertakes to respond within one business day of being notified of the need by the contracting authority and to state the time required to remedy the defect; the time required to remedy the defect must be reasonably justified.

7.3 The contractor undertakes to remove defects covered by the warranty free of charge. The costs of sending the device under warranty to the address specified by the contractor within the European Union are borne by the contracting authority and the costs of returning the device under warranty to the address specified by the contracting authority are borne by the contractor.

7.4 The warranty covers all defects that have become apparent in the object of the contract during the warranty period, which are not related to improper handling, storage or warehousing of the product. The terms and conditions for the storage or warehousing of the product must be communicated by the contractor to the contracting authority in writing or in a form reproducible in writing at the latest upon delivery of the product to the contracting authority, unless otherwise specified in the order or the public contract.

7.5 The duration of the warranty period is suspended during the time in which the contracting authority is unable to use the equipment due to non-compliance with the terms of contract for which the contractor is liable.

7.6 The liability of the contractor is waived if the defect was caused by the contracting authority. If the contracting authority and the contractor fail to agree on the causes of the defect, the contractor has the burden of proving, within the first six months, whether the fault is due to a manufacturing defect or to incorrect use of the equipment. For the remainder of the warranty period, the burden of proof is on the contracting authority.

7.7 Equipment replaced during the warranty period will be covered by a new warranty of the same duration as the original sales warranty.

7.8 Other terms of warranty are specified in annex 1 to the contract.

8. Intellectual property rights

- 8.1. The contractor grants the contracting authority the right to use licences in the scope and extent specified in the contract.
- 8.2. The contractor ensures that the intellectual property rights necessary for the performance of the obligations set out in the contract are held and remain valid throughout the duration of the contract and beyond its expiry. If the public contract remains valid after the expiry of the framework agreement, the contracting authority must be entitled to use the object of the contract for the period established in the public contract.
- 8.3. The contractor confirms that the granting of licences does not infringe the copyright or other intellectual property rights of third parties during or after the term of the contract.
- 8.4. The contractor is liable if the licences they offer infringe the rights of third parties. The contractor indemnifies the contracting authority against all costs and damages resulting from the contractor's breach of this clause.
- 8.5. In matters of copyright which are not regulated by the contract, the parties are guided by the copyright rules in force in the Republic of Estonia.

9. Liability

- 9.1. The parties are liable for breach of contractual obligations. In the event of a breach of an obligation, the counterparty is entitled to exercise all remedies available under law or contract in accordance with the Law of Obligations Act.
- 9.2. In addition to what is provided for elsewhere in the contract documents, the contracting authority has the right to claim and the contractor has the obligation to pay contractual penalties as follows:
 - 9.2.1. in the case of delay in delivery, 0.2% of the total value of the corresponding public contract for each business day of delay;
 - 9.2.2. in the case of breach of terms of warranty, 0.2% of the total value of the corresponding public contract for each business day of delay.
- 9.3. The total liability of the parties under a specific public contract is limited to the total value of the specific public contract.
- 9.4. In the event of a fundamental breach of the contract, the contracting authority has the right to claim a contractual penalty of 10,000 euros for each breach from the contractor. In the event of a fundamental breach of the public contract by the contractor, the contracting authority is not obliged to assign an additional term as specified in section 114 of the Law of Obligations Act for the performance of the contract and the contracting authority has, inter alia, the right to terminate or withdraw from the public contract.
- 9.5. In addition to what is provided for in the Law of Obligations Act, the parties shall consider as a fundamental breach, inter alia:
 - 9.5.1. suspending the performance of the public contract or failure to perform the public contract without good reason;
 - 9.5.2. providing false information;
 - 9.5.3. absence of rights necessary for performing the public contract (including permits, licences, intellectual property rights);
 - 9.5.4. violating intellectual property rights and their terms of use;
 - 9.5.5. violating the confidentiality obligation;

- 9.5.6. repeated failure (at least twice) to perform the obligations specified in the public contract;
- 9.5.7. failure to perform the public contract on time in such a way that meeting the goal specified in the technical specifications is no longer realistic on time and/or the funds allocated to fund the public contract can no longer be used due to the action or inaction of the contractor;
- 9.5.8. transferring contractual obligations to a third person without the signed permission of the contracting authority.

10. Interpretation of the contract and special provisions

- 10.1. The interpretation of the framework agreement is based on the rules of interpretation of contract established in the Law of Obligations Act and the following priority of documents:
 - 10.1.1. the public contract;
 - 10.1.2. the framework agreement;
 - 10.1.3. the general terms and conditions of authorisation agreements and sales contracts of SMIT.
- 10.2. Integral parts of the framework agreement are all annexes and procurement documents as well as the tender of the contractor submitted in the public procurement and written notices between parties which are not signed separately as annexes to the contract.

11. Validity

- 11.1. The contract enters into force as at the moment of signature by the parties.
- 11.2. The contract remains in force for a period of 84 (eighty-four) months or until the maximum amount has been paid, whichever is earlier.
- 11.3. Rights and obligations not dependent on the validity of the contract by their nature remain valid after the expiry of the contract.

12. Statements of the contractor

- 12.1. The contractor represents and warrants that:
 - 12.1.1. they have read the contract and the procurement documents and fully understands the content and the consequences of the commitments entered into and agrees to be bound by them;
 - 12.1.2. the performance of the contract will not prejudice the rights and interests of third parties and there are no circumstances which would preclude their rights to enter into the contract and to perform it properly;
 - 12.1.3. they have read the general terms and conditions of authorisation agreements and sales contracts of SMIT which are the integral parts of the contract.
- 12.2. By the time of commencement of performing the procurement contract, the contractor must provide the name, registry code, contact information, information on legal representatives for each subcontractor, as well as the name, date, number and amount of the subcontract. The contractor must provide the same information about each additional subcontractor in performing the procurement contract.

The contract has been signed digitally.

Annex 1.1 PUBLIC CONTRACT *draft*

** Clauses of the public contract may change depending on the specific object of the public contract*

Information of parties	
Contracting authority	The IT and Development Centre, Ministry of the Interior
Registry code	70008440
Address	Mäealuse 2/2, 12618 Tallinn, Republic of Estonia
representative of the contracting authority	
Basis for representation	<i>Statutes/Power of Attorney</i>
Contact persons	<i>1. Name, position, email, telephone. 2. ...</i>
Payer	
<i>information added as necessary</i>	
Contractor	
OÜ/AS	
Registry code	
Address	
Representative of the contractor	
Basis for representation	<i>Articles of Association/Power of Attorney</i>
Contact persons	<i>1. Name, position, email, telephone. 2. ...</i>

1. Grounds for concluding the contract	Framework agreement No. ... concluded on the basis of Section ... of the Public Procurement Act on ... 2025 (reference number ... of public procurement)
2. Object of the contract
3. Source of funding	National budget/external funds:

4. Performance of the object of the contract
4.1. <i>Quantity ...</i>
4.2. <i>Delivery time ...</i>
4.3. <i>The provisions of the framework agreement are taken as basis for issues not agreed upon in the public contract.</i>

5. Cost of public contract and procedure of settlement
5.1. <i>The total cost of the public contract is ... euros, to which VAT is added.</i>
5.2.

6. Term of validity of the public contract
6.1. <i>The contract enters into force as at the moment of the parties signing the public contract.</i>
6.2. <i>The contract is in force until the contractual obligations have been fulfilled.</i>

7. Annexes to the contract
7.1 <i>Annex 1 - amended tender of the contractor;</i>

7.3 Annex 2 - technical specifications of the contracting authority;

....

The contract has been signed digitally.

Annex to the public contract Form of instrument of delivery and receipt

Basis (fill in as applicable):

Reference number of public procurement:

Name of public procurement: ...

Framework agreement No. ..., concluded on,

Order reference: ...

Name of order: ...

Public contract No. ..., concluded on,

Reference number of part of public procurement (15 digits): ...

Grant code and name of project funded with external funds: ...

..... (the contractor *name of company*) hereby delivers and (the contracting authority *name of institution*) receives (hereinafter the object of the contract):

1. (fill in with as much detail as possible based on the object of the contract):

- *Product code, serial number, quantity, description, etc.*
- *Unit and total cost*
- *Fill in table below as necessary*

<i>Product code</i>	<i>Serial number</i>	<i>Quantity, pc</i>	<i>Description</i>	<i>Product support period</i>	<i>Cost of product without VAT</i>	<i>Cost of product support without VAT</i>

Total cost without VAT:

Total cost with VAT:

2. (list of documents).

The total cost of the object of the contract delivered is euros (plus VAT).

..... (the contractor *name of contractual contact person*) confirms that the object of the contract has been delivered on time in accordance with the terms and conditions specified in the contract.

..... (the contracting authority *name of contractual contact person*) confirms that the object of the contract received complies with the terms and conditions specified in the contract and that the object of the contract has been delivered and received in accordance with the deadline and terms and conditions specified in the contract.

This instrument of delivery and receipt has been signed digitally.

Contractor: _____

.....

/name of institution/

.....

/name of signatory/

Contracting authority:

.....

/name of institution/

.....

/name of signatory/