

Annex 1. PUBLIC CONTRACT *DRAFT*

(clauses of the contract may change due to the length of the rental period)

General information about the Contract	
Date of registration and contract number	{regNumber}

Details of the Parties:	
Contracting Authority	IT and Development Centre. Ministry of the Interior, Estonia
Registry code	70008440
Address	Mäealuse 2/2, 12618 Tallinn, Republic of Estonia
Representative person of the Contracting Authority	Mart Nielsen, Director General
Basis of representation	statue
Contact persons	1. Rein Süld, Program Manager, +372 58857449, rein.suld@smit.ee , 2. Kristjan Tammepõld, Product Owner, +372 53065178, kirstjan.tammepold@smit.ee ; 3. Kajja Kirch, Head of ID Services Department, +372 5235457, kajja.kirch@smit.ee .
Contractor	Speed Identity AB
Registry code	SE 556082-7551
Address	Slakthusgatan 9, SE-121 62 Johanneshov, Sweden
Representative of the Contractor	Björn Alldén, CEO
Basis of representation	Articles of association
Contact persons	Magnus Ehrenborg, Project Manager, +46 705 445 454, magnus.ehrenborg@speed-identity.com

1. Grounds for the conclusion of the Public Contract	Framework Agreement No 3-4/322 concluded in 23.02.2022 (procurement reference number 238233), Contracting Authority ___ order (procurement reference number 263574) and ContractorTender
2. Object of the Public Contract	<p>Lease, supply and install three (3) digital Booths as described in Annex 2. The Contracting Authority is also provided with second-level technical support for digital Booth in accordance with clause 12.1 of the Technical description (Annex 2).</p> <p>The Booth curtains, as described in clause 1.2.1 of the technical description, must be U-shaped.</p> <p>The digital Booths must include, in addition to what is given in the technical description, a card reader plastic guard to protect the client from forcing their card into the digital booth machine.</p>

3. Source of funding

State budget

4. Performance of the object of the Public contract

- 4.1. The time limit and addresses for delivery of the object of the Public contract set forth in clause 2 shall be following:
- 4.1.1. one (1) digital Booth within four (4) weeks from the conclusion of the contract to the PBGB service point A.H.Tammsaare tee 47, Tallinn;
 - 4.1.2. one (1) digital Booth within four (4) weeks from the conclusion of the contract to the PBGB service point P.Pinna 4, Tallinn;
 - 4.1.3. one (1) digital Booth within four (4) weeks from the conclusion of the contract to the PBGB service point Riia 132, Tartu.
- 4.2. The rental period for the object specified in the Public contract is until 31.03.2027.
- 4.3. The rental term of the object of the Public contract and the calculation of the payment of the rent of the digital Booths start from the day of signing the record of delivery and receipt of the object of the Public contract.
- 4.4. The record of delivery and receipt shall be drawn up in accordance with the provisions of the framework agreement.
- 4.5. In matters not agreed upon in this Public contract, the provisions of the Framework Agreement shall prevail.

5. Value of the Public contract and settlement procedure

- 5.1. The total value of the Public contract is _____ euros plus VAT, including, inter alia, the fees for the intellectual property rights, if applicable.
- 5.1.1. the rental price for one (1) calendar month of one (1) digital Booth set forth in clauses 2 and 4 of this Public contract is 769,00 euros excluding VAT.
- 5.2. The price set out in clause 5.1. is final for the Contracting Authority and include all costs necessary to fulfil the Terms and Conditions of the Framework Agreement and the Public contract, including the transport and installation of the digital Booths referred to in clause 4.1. of this contract and in clause 2.2 of the Framework Agreement.
- 5.3. The Contractor shall submit to the Contracting Authority an invoice for the rental of digital Booths once (1) a calendar month by the 5th (fifth) day of each calendar month.
- 5.4. The Contractor shall send the Contracting Authority e-invoices under the Estonian e-invoice standard. In addition to the data specified in the standard, the e-invoice must include the surname of the Contracting Authority's contact person and the public procurement reference number and the Framework Agreement number and the order reference number (if any) and the public contract number if the public contract is awarded on the basis of an e-procurement environment. The e-invoice must be sent via the e-invoice operator. The e-invoice is considered to be received from the date of its receipt by e-invoice operator.
- If the Contractor is not able to send invoices in an .xml format or e-invoices, an invoice in .pdf format must be submitted to the e-mail address at arved@smit.ee. The name of the file must include the name of the Contractor followed by the invoice number. The invoice submitted by the Contractor shall include the public procurement reference number, Framework Agreement number, the order reference number (if any) and the public contract number if the contract is awarded on the basis of order submitted via the e-procurement environment, the name of the Contracting Authority's contact person, the bank details necessary for making the payment and comply with the requirements of the VAT Act. An invoice that does not comply with the Terms and Conditions set forth in this Contract shall not be deemed payable.

5.5. Payment of the invoice shall be made within 21 (twenty-one) calendar days after the receipt of the invoice compliant with the contractual requirements submitted by the Contracting Authority.

6. Validity of the public contract

- 6.1. The public contract enters into force as of the moment the Parties have signed the public contract.
- 6.2. The public contract shall be valid until the fulfilment of the contractual obligations.
- 6.3. The Contracting Authority has the right to extend the rental period set forth in clause 4.2 up to 24 months, if necessary. As a result, the amount of the total value of the Agreement established in clause 5.1 of the Agreement may also go through changes. Upon extension of the public contract, the monthly rental cost of one digital Booth that was the basis for concluding the public contract shall remain valid.
- 6.4 The Contracting Authority shall notify the Contractor in writing at least 30 days in advance in a form that can be reproduced in writing.

7. Annexes to the Agreement

- 7.1. *Annex 1 – Contractor's Tender;*
- 7.2. *Annex 2 – Contracting Authority's Technical description;*
- 7.3

Annex. Form of the record of delivery and receipt

Basis (fill in the blanks that apply):

Public procurement reference number: "Reference number"

Framework Agreement No.x-x/xxxx, concluded in dd/mm/yyyy ,

Competition / order reference number: „Reference number“

Public contract No. x-x/xxxx, awarded in dd.mm.yyyy ,

Number and title of externally funded project: Project_number and the "Title of the Project"

Hereby (Contractor, *name of the Company*) shall deliver and (Contracting Authority, *name of the Agency*) shall accept (hereinafter the subject-matter of the Agreement):

1. (fill in as detailed a content as possible, arising from the subject-matter of the Agreement: the cost of the result; period of performance of the development or maintenance services; the volume and cost of the hours of development or maintenance work; product code, its description, quantity, serial number, unit and total cost);
2.(list of documents).

The value of the subject-matter of the Agreement to be delivered is euros (excluding VAT).

..... (Contractor, *name of the contractual contact person*) confirms that the subject-matter of the Agreement has been delivered on time, in accordance with the Terms and Conditions laid down in the Agreement.

..... (Contracting Authority, *name of the contractual contact person*) confirms that the accepted subject-matter under the Agreement complies with the Terms and Conditions laid down in the Agreement and that the subject-matter of the Agreement has been delivered and received in compliance with the Term and the Terms and Conditions set out in the Agreement.

This record of delivery and receipt is digitally signed.

Contractor: _____

.....
/ name of the institution /

.....
/ name of signatory /

Contracting Authority:

.....
/ name of the institution /

.....
/ name of signatory /