**FRAMEWORK CONTRACT (hereinafter referred to as the Contract) No.**  {regNumber}

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| **Details of the Parties:** | |
| **Contracting authority (Procuring Authority)** | **Information Technology and Development Centre of the Ministry of the Interior** |
| Registry code | 70008440 |
| Address | Mäealuse 2/2, 12618 Tallinn |
| Representative person of the Contracting authority |  |
| Basis of representation | *Statute/ Power of Attorney* |
| Contact persons | 1. *Name, job title, e-mail, telephone.* |
|  | |
| **Contractor (Tenderer)** |  |
| Registry code |  |
| Address |  |
| Representative of the Contractor |  |
| Basis of representation | *Statute/Power of Attorney* |
| Contact persons | 1. *Name, job title, e-mail, telephone.* 2. *…* |
|  |  |
| **Payer** |  |
| Registry code |  |
| Address |  |
| Representative of the Contractor |  |
| Basis of representation | *Statute/ Power of Attorney* |
| Contact persons | *1. Name, job title, e-mail, telephone.*  *2. …* |

**1. General terms and conditions**

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| 1.1 **Basis for the conclusion of the contract** | Documents of the procurement "Framework procurement for Self-service kiosk for Border Control Point" (reference number 248377) and the Tender submitted by the Contractor, .... carried out on the basis of subsection 49 (1) 2) and subsection 72 of the Public Procurement Act |
| **1.2 Subject-matter of the contract** | Procurement of Self-service kiosk for Border Control Point |
| **1.3 Source of funding** | The state budget and/or external resources (the exact source of funding shall be specified in each order and/or procurement contract), incl. Resources for the project ISFB-31 “Establishment of an automated border control system” of the European Union Internal Security Fund and the Ministry of Internal Affairs of the Republic of Estonia |
| **1.4 Maximum Contract Value** | EUR 1,000,000, excluding VAT |
| **1.5 Contract term** | The Contract is valid for 4 years from the conclusion of the Contract or until the maximum value is reached (the first condition to be fulfilled applies) |
| **1.6 Annexes existing at the time of conclusion of the Contract** | *Annex 1 – Draft public contract;*  *Annex 1.1 – General terms and conditions of sale contracts of the Information Technology and Development Centre of the Ministry of the Interior;*  *Annex 1.2 - General conditions of SMIT authorisation contracts;*  *Annex 2 – Technical specifications of the Contracting authority;*  *Annex 3 - Tenderer's tender;*  *Annex 4 - Form of the record of delivery and receipt;*  *Annex 5 – ISF Requirements for Marking and Labelling*  *…* |

1. **Subject-matter of the Contract and ordering procedure**
   1. In accordance with the Contract and the procurement contracts to be concluded thereunder, the Contractor sells and delivers, and the Contracting authority purchases and receives, the Self-service kiosk for Border Control Point and the accompanying products and services described in Annex 2 to the Contract. The purchase of Self-service kiosk for Border Control Point includes:
      1. purchase of Self-service kiosk for Border Control Point;
      2. installation of Self-service kiosk for Border Control Point;
      3. purchase of tablets;
      4. management software for tablet(s) of Self-service kiosk for Border Control Point;
      5. management software for workstation(s) of Self-service kiosk for Border Control Point;
      6. upgrading of the ABC gate management system (support for Self-service kiosk for Border Control Point);
      7. upgrading of the ABC gate monitoring system (support for Self-service kiosk for Border Control Point);
      8. product support for the Self-service kiosk for Border Control Point;
      9. software development.
   2. When purchasing the subject-matter of the Contract (clauses 2.1.1 and 2.1.3), the general terms and conditions of the SMIT sales contracts (Annex 1.1) and the general terms and conditions of the SMIT authorisation contracts (Annex 1.2) are applied in clauses 2.1.2 and 2.1.4 - 2.1.9.
   3. The items specified in clauses 2.1.1 and 2.1.3 of the Contract shall be delivered to Tallinn, Mäealuse 2/2, unless otherwise specified in the procurement contract.
   4. The Contractor shall perform the so-called related work on the basis of the Contract and for the value provided therein, which is not expressly provided for in the Contract, but the performance of which is required and / or necessary to achieve the Contract's objective.
   5. The performance of the Contract shall be carried out according to the needs of the Contracting authority throughout the duration of the Contract on the basis of the orders submitted by the Contracting authority and the procurement contracts concluded as a result of them. Public Contracts shall be entered into by agreement between the Parties during the validity of the Framework contract pursuant to the procedure provided for in the Public Procurement Act and this Contract. During the validity of the Framework contract, the term of the Public Contracts awarded on the basis thereof may be longer than the term of the Framework contract. If a contract awarded on the basis of a contract is valid after the end of the contract, the terms of the contract shall apply to the contract until the performance of the contract.
   6. Public Contracts with a value of EUR 20.000 or more, plus VAT, shall be awarded in writing. The contract to be awarded in a smaller financial volume than mentioned above consists of the basic documents of the submitted order, the tender and the acceptance of the Contracting authority, a separate written contract does not have to be concluded, unless such a condition is stipulated by the Contracting authority in the order.
   7. For the ordering of the object of the contract, the estimated value of which is EUR 30,000.00 or more, the Contracting authority shall submit a proposal for the submission of a tender together with the technical specifications of the object of the contract and the draft contract.
   8. For the ordering of the object of the contract, the estimated value of which is less than EUR 30,000.00, the Contracting authority shall submit an order to the executors, either in the e-procurement environment or by e-mail, together with the technical specification of the object of the procurement contract and, if necessary, the draft procurement contract. The Contracting authority's order must contain sufficient information for the executor to submit a tender in accordance with the contract. The Contracting authority has the right to discuss all aspects of the order at any time prior to placing the order and, if necessary, to request the specification of the submitted Tender.
   9. In accordance with clause 2.2 of the contract, the provisions of either the general terms and conditions of SMIT sales contracts (Annex 1.1) or the general terms and conditions of SMIT handling contracts (Annex 1.2) shall be applied in relation to the delivery and receipt of the object of the contract.
   10. The deadline for submission of tenders shall be set out in the tender submission proposal each time. The Contractor shall submit a tender that is in accordance with the requirements of the respective order.
   11. The Contracting authority has the right to involve any third parties, in the role of a payer, to the Contracting authority in the performance of Public Contracts, which may be the Ministry of the Interior and agencies in its subordination (Alarm Centre, Police and Border Guard Board, Rescue Board, Internal Defense Academy, and others). In this case, the Public Contract awarded will be multilateral.

1. **General principles of contract performance** 
   1. The object of the contract is handed over to the Contracting authority by the executor in accordance with the terms and conditions of each order and contract. The Contractor undertakes to deliver the supply in one part and no intermediate deliveries are carried out, unless otherwise specified in the contract.
   2. If delivery cannot be effected within the time limit for reasons attributable to the Contracting authority, the executor has the right to demand a proportionate postponement of the delivery time. Any such delays and time delays shall be agreed in a form that can be reproduced in writing (e-mail).
   3. The Contracting authority shall have the right to verify the conformity of the supply with the contract within five working days.
   4. If the Contracting authority discovers errors, defects or other non-compliance with the contract, the Contracting authority has the right to inform the executor of the non-compliance of the contract object and to assign an additional period of not more than 5 working days for the executor to bring the contract object into compliance with the contract terms.
   5. If the Contractor fails to deliver the object of the contract to the Contracting authority within the additional period provided for in clause 3.4 of the contract, and if the Contracting authority continues to discover errors, defects or other non-conformities in the object of the contract, the Contracting authority has the right to cancel the contract due to a material breach of the contract by the Contractor.
   6. If the Contractor fails to perform the delivery within the deadline agreed in the contract, the Contracting authority has the right to apply a contractual penalty to the Contractor in accordance with clause 6.2 of the contract. The obligation to pay a contractual penalty starts on the day following the date of execution of the agreed delivery, in case of granting of an additional term under clause 3.4 of the Contract from the day following the date of the additional term, and lasts until the acceptance of the delivery by the Contracting authority.
   7. If the Contractor has delivered the software that is the subject-matter of the Contract within the term stipulated in the Contract, but the Contracting authority has refused to accept the object of the contract due to non-compliance with the contractual terms and conditions and has given the Contractor an additional period to resolve the defects in accordance with clause 3.4, the obligation to pay the contractual penalty starts from the day after the actual delivery date and lasts until the delivery of the subject-matter of the Contract that complies with the contractual terms and conditions.
   8. The Contractor shall ensure the supply of the subject-matter of the Contract and the provision of services under the Contract and in compliance with the relevant requirements and good practice of the Contractor as a professional and shall be responsible for performing the Contract without infringing third party rights, including intellectual property rights.
   9. The Contracting authority has the right to check the compliance of the subject-matter of the Contract with the Contract and the Contractor's guarantees at any time and to demand information from the Contractor regarding the performance of the Contract, including the submission of the documents certifying the power of representation.
   10. The product support shall at least comply with the following:
       1. Customer service available on working days (Mon-Fri 8 a.m. to 6 p.m.);
       2. Language of communication: English;
       3. Responding to the customer service requests and consulting by e-mail or other means agreed upon.
2. **Receivables arising from the use of external resources** 
   1. The final date for the use of external funds is 31/12/2022.
   2. Based on the source of funding (external funds) and the mandatory requirements applicable to it, the contractor undertakes to ensure the following:
      1. all documents relating to the activities of the project must bear the logo of the European Union and the Ministry of the Interior and the signature "The project is co-financed by the European Union through the Internal Security Fund and the Estonian Ministry of the Interior";
      2. The logo of the European Union and the Ministry of the Interior must be installed on all physical objects purchased for the execution of the project;
      3. The EU emblem and the logo of the Ministry of the Interior displayed to ensure the visibility of the grant and co-financing shall comply with the guidelines set out in Annex 3, "ISF Requirements for Marking and Labelling";
      4. in the event of a contract financed by external funds, the Contractor shall enable persons authorised for the exertion of supervision to be present on the premises and area of the persons participating in the performance of the Contract, established by external funds or connected to the use of the grant and to carry out on-site inspection.
3. **Value of the Contract, invoicing procedure**
   1. The maximum value of the Contract is EUR 1,000,000 excluding VAT.
      1. The price of one Border Control Self-Service Kiosk is EUR…;
      2. The price of installation of one Border Control Self-Service Kiosk is EUR…;
      3. The price of one tablet is EUR…;
      4. The price of a version of one tablet of the Border Control Self-Service Kiosk management software is EUR…;
      5. The price of a version of one tablet of the Border Control Self-Service Kiosk workstation is EUR…;
      6. The price of upgrading one ABC gate management system (support for Self-service kiosk for Border Control Point) is EUR…;
      7. The price of upgrading the monitoring system of one ABC gate management system (support for Self-service kiosk for Border Control Point) is EUR…;
      8. The price of one Self-Service Kiosk product support per year is EUR…;
      9. The hourly rate for software development is EUR….
   2. The prices set out in clauses 5.1.1 to 5.1.9 shall be final for the Contracting authority and shall include all costs necessary to comply with the terms and conditions of the Contract. The prices provided for in the Contract shall be valid at the corresponding rate for the entire term of the Framework contract and shall not be increased for any reason.
   3. The Contracting authority has no obligation to purchase the subject-matter of the Contract in the maximum volume of the Framework contract.
   4. Settlement occurs on the basis of the Public Contract(s). The price set out in the Public Contract shall be the final to be paid by the Contracting authority for the subject-matter of the Contract, including, inter alia, the fees for the intellectual property rights, if applicable. The price set forth in the Public Contract may be modified exclusively under the Contract or the Public Procurement Act.
   5. Invoicing shall be carried out in compliance with the procurement contract after the acceptance of the delivery by the Contracting authority and on the basis of the invoice submitted by the Contractor.
   6. The Contractor shall send to the Contracting authority e-invoices in accordance with the Estonian e-invoice standard or, in the case of a foreign Contractor, in PDF format into the e-mail address  [arved@smit.ee.](mailto:%20arved@smit.ee)  In addition to the data specified in the standard, the e-invoice must contain the surname of the contact person of the Contracting authority and the public procurement reference number and the number of the Framework contract, order reference number and the number of the procurement contract and external funds project ID. The e-invoice must be sent via the e-invoicing solution of the operator and is deemed to have been received from the date of receipt of the recipient's e-invoicing system.
   7. The payment term of the invoice is 21 calendar days, unless a different (longer or shorter) term is specified in the order and in the terms and conditions of the Contract.
4. **Liability**
   1. The Contractor is liable for breach of contractual obligations in compliance with the provisions of the general terms and conditions of the SMIT contracts (Annex 1.1 and 1.2).
   2. In addition to what is provided elsewhere in the procurement documents, the Contracting authority has the right to demand and the Contractor has the obligation to pay a contractual penalty in case of delay in the delivery of the subject-matter of the Contract as agreed in clause 3.4, 0.5% of the total value of the specific procurement contract for each calendar day of delay in each respective case.

1. **Term of the Contract**
   1. The Contract enters into force as of the moment the Parties have signed it.
   2. The contract resulting from this public procurement is valid for four (4) years as of the conclusion of the Contract or until the maximum value is reached, whichever occurs first. During the validity of the Framework contract, the term of the Public Contracts awarded on the basis thereof may be longer than the term of the Framework contract.
   3. The Contracting authority has the right to terminate the Contract in exceptional cases if the Contractor violates the terms and conditions of the Contract or the Contract to be awarded on the basis thereof.

1. **Representations and warranties by the Contractor**
   1. The Contractor shall represent and warrant that:
      1. it has read the Contract and the procurement documents and fully understands the content and consequences of the obligations assumed and agrees with the terms and conditions set out therein;
      2. the performance of the Contract does not adversely affect the rights and interests of third parties and there are no circumstances whatsoever which would preclude its rights to conclude the Contract and to perform it properly;
      3. it has familiarised itself with the general terms and conditions of the SMIT sales and authorisation contracts, which form an integral part of the Contract (Annexes 1.1 and 1.2).

*The Contract is signed in paper form.*

**Annex 1**

**DRAFT Public Contract**

*The clauses of the Contract may change depending on the specific subject-matter of the Contract*

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| **Details of the Parties:** | |
| **Contracting authority** | **Information Technology and Development Centre of the Ministry of the Interior** |
| Registry code | 70008440 |
| Address | Mäealuse 2/2, 12618 Tallinn, Republic of Estonia |
| Representative person of the Contracting authority |  |
| Basis of representation | *Statute/ Power of Attorney* |
| Contact persons | *1. Name, job title, e-mail, telephone.*  *2. …* |
|  |  |
| **Contractor** |  |
| Registry code |  |
| Address |  |
| Representative of the Contractor |  |
| Basis of representation | *Statute/Power of Attorney* |
| Contact persons | *1. Name, job title, e-mail, telephone.*  *2. …* |

***/Payer details added, if necessary/***

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| 1. **Grounds for the conclusion of the Contract** | framework contract No ..., order of the contracting entity …, tender of the executor … |
| 1. **Subject-matter of the Contract** | *…* |
| 1. **Source of funding** | … |

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| 1. **Performance of the subject-matter of the Contract** |
| * 1. The subject-matter of the Contract is ...   2. …..   3. In matters not agreed upon in the Public Contract, the provisions of the Framework contract shall prevail. |

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| 1. **Value of the Public Contract and settlement procedure**    1. The total value of the subject-matter of the Contract is EUR *...*, excluding VAT.   */if necessary, the volumes and price components of the items and services to be ordered are indicated/*   * 1. The price provided in the procurement contract is the final price to be paid by the Contracting authority for the subject-matter of the respective contract.   2. The invoice shall be paid...   3. The payment term for the invoice is *21 calendar days.*   4. The Contractor shall send to the Contracting authority e-invoices in accordance with the Estonian e-invoice standard or, in the case of a foreign Contractor, in PDF format into the e-mail address  [arved@smit.ee.](mailto:%20arved@smit.ee)  In addition to the data specified in the standard, the e-invoice must include the surname of the contact person of the Contracting authority *and the Payer*, the public procurement reference number and the number of the Contract. The e-invoice must be sent via the e-invoicing solution of the operator and is deemed to have been received from the date of receipt of the recipient's e-invoicing system. |

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| **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. |

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| **7. Annexes to the Contract** |
| *7.1. Annex 1 – Contracting authority's order;*  *7.2. Annex 2 – Contractor's Tender;*  *7.3 ……...* |
| *The Contract is prepared and signed in paper form.* |

**Annex 4 - Form of the record of delivery and receipt**

Base (*fill in the blanks that apply):*

Public procurement reference number:

Framework contract No..., concluded in........,

Competition / order reference number:

Public Contract No....., awarded in ......,

Number and title of externally funded project: ..... and ......

Hereby ………….., the Contractor (*name of the Undertaking*) shall deliver and ………, the Contracting authority and the Payer (*names of the authorities*) shall accept (hereinafter the subject-matter of the Contract):

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 Contract to be delivered is EUR *……………….*  (excluding VAT).

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

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

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

*This record of delivery and receipt is digitally signed.*

Contractor: Payer: Contracting authority:

………………… ………………….. ………………….

/name of institution/ /name of institution/ /name of institution/

………………….. ………………….. ………………….

/name of signatory/ /name of signatory/ /name of signatory/