

18.05.2023 nr 3-17/161

**"Rental of Booths for Capturing Biometric Data, order no 2" under Framework agreement no 3-4/322 (263574)**

IT and Development Centre. Ministry of the Interior, Estonia (hereinafter "SMIT" or the "Contracting Authority") wishes to award a public contract and proposes to submit a tender under the following conditions set out in this order.

**1. General information**

- 1.1. Framework agreement: "Rental of booths for capturing biometric data" (reference number 238233) reg. no 3-4/322.
- 1.2. Type of procurement procedure: order under the framework agreement reference number 263574.
- 1.3. Method of conducting the procurement procedure: e-procedure via the e-Procurement register
- 1.4. Duration of the contract: Until the parties have fulfilled their obligations.
- 1.5. Funding source: state budget.
- 1.6. Deadline for submission of a tender: one (1) week from the submission of the order. The exact date and time of submission of the tender shall be provided by the person responsible for the procurement procedure in the public procurement register. The person responsible for the procurement procedure has the right to change the deadline for submission of tenders, if necessary.
- 1.7. The contracting authority has the right to start examining the tender earlier if the contractor has submitted the tender before the deadline specified in clause 1.6. The contracting authority shall also inform the tenderer before proceeding with the examination of the tender.
- 1.8. Tender validity period: at least 2 months from the deadline for submission of tenders.

**2. Order documents consists of the main text and the following annexes:**

- 2.1. Annex 1 - the Public contract draft;
- 2.2. Annex 2 – Technical description
- 2.3. Annex 3 - compliance criteria;
- 2.4. Annex 4– award criteria.

**3. Object of the contract**

- 3.1. The object of the contract is lease, supply and install of **three (3)** digital Booths as described in Annex 1 and 2 (hereinafter also the subject of the contract).
- 3.2. The contract will be awarded in English.

#### **4. Conditions for submitting a tender**

- 4.1. The order documents form a single whole. The documents will be made available to the executor free of charge via the e-Procurement register.
- 4.2. The tenderer can ask for clarification on the content of the order by writing via the e-Procurement register information exchange worksheet. The contracting authority shall answer the questions as soon as possible.
- 4.3. The tenderer undertakes to bear all costs related to the preparation and submission of the tender and the award of the contract. The contracting authority shall not be reimbursed for any damage or costs incurred in connection with participation in the procurement procedure.
- 4.4. The Contracting Authority shall not be liable for any delays, failures or interruptions caused by circumstances beyond the Contracting Authority's control in the e-Procurement register. The Contracting Authority shall not be liable for any damages or lost income arising from the use or non-use of the e-Procurement register.
- 4.5. The Contracting Authority has the right to request the specification of the submitted tender, if necessary, in accordance with the provisions of the Public Procurement Act and Framework Agreement No. 3-4/322.

#### **5. Formalisation, submission and amendment of tenders**

- 5.1. The tender must be submitted electronically via e-Procurement register at <https://riigihanked.riik.ee>.
- 5.2. Documents shall be formatted in PDF format or in another common format.
- 5.3. If the documents to be submitted include documents that cannot be submitted in fully electronically, they must be submitted in full on paper, CD or other common medium, in addition to the extracts provided in the e-Procurement register, before the deadline for submission of tenders.
- 5.4. Documents must be submitted on paper or another medium by post or by personal delivery before the deadline for submission of tenders, and the packaging must be marked in such a way as to ensure that the tender is treated as confidential (in particular a reference to the order).
- 5.5. If the submitted documents include documents signed in writing by a third party, submit the document in scanned form and submit the original document only if the contracting authority has any doubts about the document.

#### **6. Verification of suitability of tenders**

- 6.1. The tender must comply with the conditions set out in the order and must not contain any material errors from the conditions set out in the order.
- 6.2. The tenderer shall agree to the terms and conditions set out in the draft public contract for which the tenderer has submitted his tender.
- 6.3. At the request of the Contracting Authority, the tenderer shall clarify, delimit or specify the information provided in the tender.
- 6.4. The Contracting Authority has the right to reject the tender if it does not comply with the conditions set out in the order and if the tenderer has submitted additional conditions which are not in accordance with the conditions of the order.

#### **7. Evaluation, acceptance and rejection of the tender**

- 7.1. The contracting authority has the right to reject the tender at any time before the conclusion of the contract if:
  - 7.1.1. the submitted tender does not comply with the conditions specified in the order;
  - 7.1.2. the rental price for one (1) calendar month of one (1) digital Booth exceeds the price set out in the Framework Agreement 3-4/322;

7.2. The Contracting Authority has the right to cancel the order for unforeseeable reasons beyond the control of the Contracting Authority, if new circumstances have become known to the Contracting Authority before the conclusion of the public contract that preclude or make it impractical for the Contracting Authority to complete the order.

7.3. A tender will be accepted as a successful tender if it meets the conditions set out in the order. The public contract shall be concluded with the tenderer in accordance with the terms of Annex 1 to the order.

Sincerely

Mart Nielsen  
Director General

Annexes: set out in clause 2.

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