

FRAMEWORK AGREEMENT *draft*

Contract No.	
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Details of the parties	
Contracting Authority	IT and Development Centre of the Ministry of the Interior, Estonia
VAT No.	EE101316392
Registry code	70008440
Address	Mäealuse 2/2, 12618 Tallinn, the Republic of Estonia
Representative	
Basis of representation	
Contact persons	<i>Name, e-mail, phone nr</i>
Payer	Police and Border Guard Board
VAT no.	EE101339816
Registry code	70008747
Address	Pärnu mnt 139, 15060 Tallinn, Republic of Estonia
Representative	
Basis of representation	
Contact persons	
Contractor	
VAT No.	
Registry code	
Address	
Representative	
Basis of representation	
Contact persons	

General terms and conditions of agreement

Basis for the award of the agreement	Procurement source documentation of the public procurement procedure “ABC väravate rent, paigaldus ja haldus / Rental, installation and maintenance of Automated Border Control gates” (reference no. 307004) and the tender no. ... submitted by the Contractor.
Object of the agreement	Rent and installation of Automated Border Control gates with 24/7/365 maintenance and support and trainings as described in document “Annex 2 - Technical Specifications”.
Source of financing	State budget and/or external funding. The exact source of financing will be specified in public contracts.
Term of the Framework Agreement	96 months from the signing of the agreement or until the maximum value is reached (whichever is earlier in time).

Maximum value of the Framework agreement	13 000 000 euros (plus value added tax).
Annexes to agreement	The following documents shall form an integral part of the Framework Agreement: Annex 1.1 – Public Contract <i>draft</i> Annex 1.2 – General terms and conditions of authorisation agreements, contracts for services and sales contracts; Annex 1.3 – Record of delivery and receipt <i>draft</i>; Annex 2 – Technical Specifications; Annex 3 – Contractor's tender; Annex 4 – Contractor's tender value form;

1 Object of the Framework Agreement

- 1.1 Pursuant to the Framework Agreement and the Public Contracts to be awarded on the basis thereof, the Contracting Authority rents from the Contractor ABC gates, tablets, software, and hardware, together with 24/7/365 maintenance and support services and trainings for Automated Border Control gate service (hereinafter, the term "Service" shall be used in both the singular and plural forms), under the terms and conditions set forth in the Framework Agreement, the Public Contract and the Technical Specifications, including their annexes. The Contracting Authority or the payer shall pay for the Service in accordance with the Public Contract.

2 Conclusion of Public Contracts. Initial Order

- 2.1 The Framework Agreement shall be performed pursuant to the orders placed and the Public Contracts. During the term of the Framework Agreement, the Contracting Authority shall order the object of the Framework Agreement according to its needs, except for the Initial Order. The Public Contract for the Initial order shall be signed together with the Framework Agreement. The object and scope of Initial Order contains in Annex 2 – Technical Specifications p 2.3, stages no 1-3 and trainings, as follows:
- 1) Tallinn Airport BCP Entry. 4 ABC gates in temporary entry area;
 - 2) Tallinn Airport BCP Exit. 4 ABC gates in existing exit area;
 - 3) Narva-1 BCP Entry. 4 ABC gates;
 - 4) Initial trainings - three (3) sessions at each installation location and refresher trainings - three (3) sessions at least once every two (2) years at each installation location, as stated in Annex 2.

All requirements of Annex 2 shall be considered mandatory if not clearly specified otherwise. The first public contract for Initial Order shall be in force until 31.12.2029.

- 2.2 The scope of Annex 2 – Technical Specifications p 2.3 stages no. 4 – 9 shall be performed pursuant to the orders placed and the Public Contracts. The Contractor commits to perform stages no 4-9 pursuant to the orders placed and in accordance with the unit prices fixed in Framework Agreement.
- 2.3 A Public Contract is a contract concluded between the Parties during the term of the Framework Agreement pursuant to the procedure provided in the Framework Agreement. It establishes the rights and obligations of the Parties, the object and value of the contract, deadlines and any other substantial terms and conditions.
- 2.4 Public Contracts with a value of 20 000 euros or more, plus value added tax, shall be concluded in writing. A Public Contract with a lesser value consists of an order, a tender and the acceptance of the Contracting Authority. A separate Public Contract will not be concluded.
- 2.5 If the Service to be procured are financed by external funding, the parties shall conclude the public contract in writing, regardless of the contract value, specifying in the respective agreement the requirements arising from the implementation of external funding.

- 2.6 To order the object of the Framework Agreement, the Contracting Authority shall submit an order along with the Technical Specifications of the object of the Procurement Contract. The Order shall be sent through the Estonian Public Procurement Register or by e-mail to the contact person of the Contractor. Orders exceeding the value of 30 000 euros will be sent through the Estonian Public Procurement Register.
- 2.7 The order shall include information that is sufficient for the Contractor to prepare a tender, including the deadline for submitting the tender.
- 2.8 In response to the order, the Contractor shall submit a tender through public procurement register or to the e-mail address referred on order and by the required deadline.
- 2.9 The Contracting Authority shall be entitled to ask for additional information on the submitted tender.
- 2.10 The Contracting Authority shall reject tenders that do not meet the requirements of the order. The Contracting Authority may also reject a tender if justified, e.g., if the tender price exceeds the contracting authority's budgetary resources
- 2.11 The purchase of Service is subject to the general terms and conditions of contracts (Annex 1.2).
- 2.12 The public contract may include additional requirements in accordance with the rules established for the implementation of external funding. When using external funding, the contractor is obliged to ensure the marking of the subject matter of the contract in accordance with the rules established for the implementation of external funding. Specific requirements will be set out in the respective public contract, depending on the funding source.

3 General principles for performing the agreement

- 3.1 The Contractor represents and warrants that the Contractor is the authorised distributor of the manufacturer of ABC gates (i.e. it has the right of representation). The Contractor is liable for the validity of the right of representation throughout the term of the Framework Agreement. The Contractor shall submit documents certifying its right of representation upon the request of the Contracting Authority.
- 3.2 The Contracting Authority shall be entitled to verify at any time that the representations and warranties of the Contractor comply with the object of the Framework Agreement. The Contracting Authority shall be entitled to require information about the performance of the Agreement from the Contractor.
- 3.3 The Contractor shall ensure the compliance of the Service with the Framework Agreement and its annexes. It shall perform the Framework Agreement in a manner that is required from a professional. It shall undertake not to infringe the rights, incl. intellectual property rights, of third Parties.
- 3.4 The terms and conditions of the product support shall be provided separately by the manufacturer and shall comply with Annex 2 – “Technical specifications”, Chapter 13 – Requirements for the Service Level Agreement, and the following requirements:
 - 3.4.1 The language used for communication shall be Estonian or English.
 - 3.4.2 Response to service requests from the Contracting Authority and consulting services shall be provided by e-mail.
 - 3.4.3 In the event of critical Service failures, the on-site response time shall be no more than 2 hours. A critical failure is a failure that prevents the Service from being used for its intended purpose.
 - 3.4.4 Software updates shall be made available immediately.
- 3.5 The language of performing the agreement is Estonian or English.

4 Terms and conditions for the use of external funds

- 4.1 Terms and conditions related to the use of BMVI.
- 4.2 The final deadline for using external funds is: 31/12/2029.
- 4.3 Based on the source of financing (external funds) and the applicable mandatory requirements, the parties undertake to ensure the following:

- 4.3.1 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. The Contractor shall grant the Payer's contact person, the Ministry of the Interior, the audit authority or their authorized representatives and institutions, as well as the European Commission, the European Court of Auditors, the European Anti-Fraud Office, or their authorized representatives and institutions, the right to carry out supervision and audit inspections concerning the performance of the contract and related documentation.
- 4.4 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 "Perioodi 2021–2027 ühtekuuluvus- ja siseturvalisuspoliitika fondide vahendite andmisest avalikkuse teavitamine" (<https://www.riigiteataja.ee/akt/117052022012>). A Public Contract may include additional requirements based on the rules established regarding the using of external funds.

5 Auditing and reporting

- 5.1 The Contractor must achieve the ISO/IEC 27001:2022 certification not later than 12 months from launch date of the ABC gate service and maintain it until the end of the contract. ISO/IEC 27001:2022 audits are commissioned at the expense of the Contractor.
- 5.2 The Contractor shall provide SLA statistics reports once a month, no later than the 10th day of the following month, in compliance with Annex 2 „Technical Specifications“ Chapter 14 – Statistics and Reporting.
- 5.3 The Contracting Authority or the Payer has the right to commission additional audits at their own expense.

6 Value and payments

- 6.1 The maximum value of the Framework Agreement is 13 000 000 euros (plus value added tax). The payment is made based on the Public Contract(s). The price fixed in the Public Contract is the total price that the Contracting Authority shall pay for the object of the corresponding contract.
- 6.2 Monthly Service fee for 1 ABC gate (24/7/365 full time service) is ... euros, plus value added tax.
- 6.3 Hourly rate for IT software development is ... euros, plus value added tax.
- 6.4 Total cost for software upgrade for Tallinn Airport BCP ABC gates to support DTC Type 2 pilot (Stage 4) is ... euros, plus value added tax.
- 6.5 Total cost for implementation of EES workflow and functionality in all ABC gates (Stage 5) is ... euros, plus value added tax.
- 6.6 Total cost for DTC Type 1 capability implementation in all ABC gates (Stage 6) is ... euros, plus value added tax.
- 6.7 The monthly fee for 1 ABC gate (24/7/365 full time service) must include all costs necessary for the proper performance of the contract, including the mandatory requirements set out in Annex 2 and the immediate replacement of all defective components of the ABC Gates solution without any additional charge throughout the entire contract period.
- 6.8 The unit prices of Services indicated by the Contractor on the value form submitted in the tender for the Framework Agreement shall be binding on the Contractor throughout the term of the Framework Agreement. If the Contracting Authority places orders and concludes Public Contracts with the Contractor, the unit prices in the Public Contracts shall not exceed the unit prices indicated in the Framework Agreement.

- 6.9 The Services shall be paid for after they have been delivered, including the signing of the record of delivery, and after the Contractor has submitted an invoice to the Contracting Authority for the delivery. A delivery is deemed to be received if the delivered Services have no deficiencies and if the record of delivery has been signed by the Parties.
- 6.10 The Payer shall pay for the Service on a monthly basis for each completed month of services.
- 6.11 The Contractor shall submit the invoice to the Payer on the basis of the agreement. An invoice is submitted to the Payer in PDF format to e-mail address finantsinfo@politsei.ee or in e-invoice format through Fitek AS at www.fitek.ee.
- 6.12 The 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 the indication that it is co-financed by the European Union in the case of external funds.
- 6.13 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.

7 Liability

- 7.1 The Parties shall be liable for any breach of their contractual obligations. In the event of a breach of obligation, the other Party shall have the right to exercise all remedies available under applicable law or the Agreement in accordance with the Estonian Law of Obligations Act.
- 7.2 In addition to the grounds provided for in the Estonian Law of Obligations Act, the Parties shall, inter alia, deem the following to constitute a material breach:
- 7.2.1 suspension of the performance of the public procurement contract or failure to commence performance thereof without justified cause;
 - 7.2.2 submission of false information;
 - 7.2.3 absence of the rights necessary for the performance of the public procurement contract (including permits, licences, and intellectual property rights);
 - 7.2.4 infringement of intellectual property rights or breach of the terms governing their use;
 - 7.2.5 breach of the confidentiality obligation;
 - 7.2.6 repeated failure (on at least two occasions) to perform obligations arising from the public procurement contract;
 - 7.2.7 failure to perform the public procurement contract within the prescribed time limit in such a manner that achievement of the objective specified in the technical specification is no longer realistically possible within the required timeframe and/or, due to the Contractor's act or omission, the funds allocated for financing the public procurement contract can no longer be utilised;
 - 7.2.8 transfer of contractual obligations to a third party without the prior signed consent of the Contracting Authority.
- 7.3 The Contracting Authority shall submit claims for contractual penalties and penalties for the late payment of contractual penalties within reasonable time, but no later than within 60 calendar days as of learning of the violation.
- 7.4 The Contractor shall pay the contractual penalties within 21 calendar days as of receiving the claim from the Contracting Authority.
- 7.5 Payment of contractual penalties arising from the contract, as well as compensation for any damage caused, shall not exempt the party in breach from fulfilling its contractual obligations.

8 Communication

- 8.1 The contact persons shall be authorised to submit notices on behalf of the relevant Party, to conclude and amend Public Contracts. The contact persons shall not be authorised to amend the Framework Agreement or terminate the Framework Agreement.

- 8.2 The contact person of the Contracting Authority shall be authorised to submit orders and take delivery of the objects of the contract (which includes the right to sign for the receipt of delivery).
- 8.3 The contact person of the Contractor shall be authorised to submit tenders and deliver the objects of the contract.
- 8.4 A Party shall immediately inform the other Party of any changes in their contact persons or their contact data. The other party must be notified at least 5 days in advance of change of contact person. Parties are not required to amend the Framework Agreement due to such changes.
- 8.5 Notices under the Framework Agreement and/or the Public Contract shall be submitted at least in a format that can be reproduced in writing, unless a specific clause allows for a different format.
- 8.6 A notice, an order, a tender, a confirmation, or any other information sent to the other Party shall be deemed to have been duly submitted if it has been prepared in Estonian or English and sent by e-mail. It shall be deemed to be received by the other Party upon sending of the e-mail, provided that such an e-mail was sent to the e-mail address of the contact person of the other Party and the sender does not receive a message of delivery failure from the server.

9 Term of Framework Agreement

- 9.1 The Framework Agreement shall enter into force upon its signing by the Parties. The Framework Agreement shall be in force for 96 months or until its maximum value of 13 000 000 euros (plus value added tax) is reached, whichever is earlier in time. The rights and obligations that do not depend on the validity of the Framework Agreement due to their nature shall remain in force after the expiry of the Framework Agreement.
- 9.2 The Parties may conclude Public Contracts until the last day of the term of the Framework Agreement. The validity of the Framework Agreement does not affect the validity of the Public Contracts.

10 Representations and warranties of contractor

- 10.1 The Contractor shall represent and warrant the following:
 - 10.1.1 the Contractor has examined the Framework Agreement and all its Annexes and the procurement documents and fully understands the content and consequences of the obligations assumed and agrees to the terms and conditions set out therein ;
 - 10.1.2 no circumstances exist that prevent the Contractor from concluding or performing the Framework Agreement;
 - 10.1.3 the performance of the Framework Agreement does not infringe the rights of third parties.

11 Interpretation of the contract and special provisions

- 11.1 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:
 - 11.1.1 Public contract;
 - 11.1.2 Framework agreement;
 - 11.1.3 General terms and conditions of authorisation agreements, contracts for services and sales contracts of SMIT
- 11.2 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.

12 SIGNATURES

Contracting Authority:

Contractor:

Annex 1.1 - PUBLIC CONTRACT *draft*

** The clauses of the public contract may change, depending on the specific object of the public contract.*

General contract information	
Contract number	{regNumber}

Details of the parties	
Contracting Authority	
Registry code	
Address	
Representative of the Contracting Authority	
Basis of representation	<i>Statutes / power of attorney</i>
Contact persons	<i>1. Name, job title, e-mail, telephone. 2. ...</i>
Contractor	
Registry code	
Address	
Representative of the Contractor	
Basis of representation	<i>Articles of association / power of attorney</i>
Contact persons	<i>1. Name, job title, e-mail, telephone. 2. ...</i>

1. Basis for concluding the contract	Framework Agreement No. ... awarded on ..., Contractor's tender No. ...
2. Object of the contract	
3. Source of financing	<i>State budget and/or external funding (Project No. BMVI.1.01.23-0010). If the source of external funding changes, the payer shall notify the contract contact persons via email</i>

4. Performance of the contract
4.1. <i>Quantity:</i> 4.2. <i>Delivery term:</i> 4.3. <i>Place of delivery:</i> 4.4. <i>Other terms and conditions</i> 4.5. Unless otherwise stipulated in the Public Contract, the provisions of the Framework Agreement shall apply.

5. Value of the Public Contract and the payment procedure
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6. Term of the Public Contract

6.1. The Public Contract shall take effect upon its signing by the Parties.

6.2. The Public Contract shall be in force until all of the contractual obligations have been performed.

7. Requirements arising from the use of external funding (the content of this section may vary depending on the funding source and specific project, including different requirements)

7.1. The deadline for the use of external funding is 31.12.2029.

7.2. Based on the funding source and the mandatory requirements applicable thereto (incl chapter 5 of the framework agreement), the parties undertake to ensure the following:

7.2.1. The parties are obliged to comply with the publicity rules set out in the Government of the Republic Regulation No. 54 of 12 May 2022 "Perioodi 2021–2027 ühtekuuluvus- ja siseturvalisuspoliitika fondide vahendite andmisest avalikkuse teavitamine / Publicity of the allocation of funds from the 2021–2027 Cohesion and Internal Security Policy Funds" (<https://www.riigiteataja.ee/akt/117052022012>), including requirements for marking items and labelling documents, and to use the symbols prescribed therein (see Annex 2 of the regulation in the Riigi Teataja).

7.2.2. The Contractor undertakes to retain all documentation and materials related to the contract for 7 years after the end date of the public procurement project funding, and to enable audits and supervision (including on-site inspections) if necessary, and to provide full assistance for this purpose. If a violation is discovered after the completion of the project, the document retention period shall be extended to at least seven years from the date on which the Payer reimburses the grant and co-financing to the Ministry.

7.2.3. Invoices/records of delivery must contain a reference to the external funding project no BMVI 1.01.23-0010.

8. Annexes to the contract

8.1 Annex 1 – The tender value form of the Contractor

8.2 Annex 2 –

13 SIGNATURES

Contracting Authority:

.....

.....

Contractor:

.....

Annex 1.3 – Record of delivery and receipt *draft*

Basis: Contract no. ...-...-..., awarded on

Contracting entity's ... notice/order no.

Contractor's ... tender no. ...

..... (*contractor*) hereby delivers and (*name of authority*) hereby receives:

1. (object of the contract)
2. the following documents:
 ;

The value of the object of the contract to be delivered (without value added tax) is
 (amount in words) euros.

..... (*name of contractual contact person of the contractor*) represents and warrants that the object of the contract has been delivered on time according to the terms and conditions provided for in the contract.

..... (*name of contractual contact person of the purchaser*) represents and warrants that the received object of the contract is in compliance with the terms and conditions of the contract and the object of the contract has been delivered and received according to the time limit and terms and conditions provided for in the contract.

This record of delivery and receipt has been digitally signed.