

Framework agreement No ...

The Consumer Protection and Technical Regulatory Authority, registry code 70003218, registered office Endla 10a, Tallinn 10122, Estonia, represented by the Director General Kristi Talving (hereinafter **‘the service recipient’** or **‘CPTRA’**)

And **Rohde & Schwarz Danmark A/S**, Denmark’s registry code DK13701806, address Lyskær 3D-1, Herlev, 2730, Denmark, represented by Niels Frandsen, Managing Director, (hereinafter **‘the service provider’**),

hereinafter referred to collectively as **‘the parties’** and separately as **‘the party’**,

taking into account that:

- the service recipient organised the public procurement conducted by way of negotiated procedure without prior publication titled ‘Radio signal measuring equipment’;
- in the procurement procedure the service recipient declared by the record of dd.mm.yyyy no ... the tender of the service provider successful,

have entered into this framework agreement (hereinafter **‘the agreement’**) with regard to the following:

1. Agreement documents

- 1.1. The agreement documents comprise this agreement, annexes to the agreement and any possible amendments to the agreement made in accordance with Clause 11.2 after the signing of the agreement.
- 1.2. At the time of the signing of the agreement, it includes the following annexes:
 - 1.2.1. Annex 1 – The CPTRA’s invitation to tender of 22.04.2025;
 - 1.2.2. Annex 2 – Service provider’s Tender no ... of dd.mm.yyyy.

2. Object and purpose of agreement

- 2.1. The object of the agreement is the procurement of radio signal measuring equipment and equipment accessories, as well as training and maintenance services.
- 2.2. On the basis of this agreement, the service provider provides to the CPTRA services and sells goods specified in the technical specifications in Annex 1 and detailed in Annex 2 (hereinafter collectively referred to as **‘the services’**).
- 2.3. This agreement is a framework agreement within the meaning of the Public Procurement Act. The agreement sets out the terms and conditions on the basis of which the procurement contract(s) will be entered into during the validity of the agreement. The agreement does not entail an obligation to enter into procurement contracts.
- 2.4. If the terms and conditions of a procurement contract entered into on the basis of the framework agreement differ from the terms and conditions of this agreement, they must be more favourable for the CPTRA.

3. Procedure for entering into procurement contract

- 3.1. The CPTRA submits to the service provider by email a description of the requested services and the conditions that the requested services must comply with, as well as the requested deadline regarding the provision of the services (hereinafter **‘the**

description of the works’).

- 3.2. The service provider prepares and submits the tender (hereinafter ‘**the tender**’) to the CPTRA by email within five business days from the date of submission of the description of the works. The CPTRA may set a longer deadline for submission of the tender if necessary, and in this case the deadline is indicated in the description of the works.
- 3.3. Tenders submitted after the expiry of the deadline specified in clause 3.2 are not considered.
- 3.4. The tender must comply with all the conditions set out in the description of the works, with the agreement, and it must contain all the necessary information.
- 3.5. The tender amount must be based on the prices set out in Annex 2.
- 3.6. The amount specified in the tender (excluding VAT) is final and must include all the costs necessary for the performance of the tender.
- 3.7. The CPTRA reviews the tender within 5 (five) business days from the time of its submission, checks its compliance with the description of the works and the terms and conditions of the agreement, and decides whether to accept the tender and conclude a procurement contract.
- 3.8. The CPTRA notifies the service provider of its decision by email. If the CPTRA decides to accept the tender, a written procurement contract is entered into between the parties. The description of the works and the tender become an integral part of the procurement contract.
 - 3.8.1. If the tender amount is up to 14,999.99 euros (excluding VAT), the parties may consider the procurement contract to have been entered into pursuant to a simplified procedure. In such case, the tender submitted by the service provider and the confirmation of the tender submitted by the CPTRA are deemed to constitute the procurement contract. The representatives of the parties or the contact persons specified in the agreement sign the tender and the confirmation of the tender together.

4. Performance of procurement contract

- 4.1. In the performance of the procurement contract, the conditions and deadlines set out in the description of the works, and the tender are followed.
- 4.2. In the provision of the services, the service provider is responsible for following good business practices and complying with legislation. If permits, etc are necessary for the performance of the procurement contract, the service provider undertakes to obtain them in advance, and obtainment of such permits, etc must not result in additional costs for the CPTRA. Where required, the service provider may request reasonable support from the CPTRA to facilitate the obtainment of such permits or authorisations.
- 4.3. The service provider performs its contractual obligations in accordance with the terms and conditions set out in this agreement and the procurement contract, and in accordance with and all applicable laws, regulations, and generally accepted industry standards.
- 4.4. In the performance of the procurement contract, the CPTRA has the right to check the quality, volume and compliance of the works and services with the terms and conditions set out in the agreement and the procurement contract.
- 4.5. The service provider is obliged to notify the CPTRA of any problems without undue delay that hinder or may hinder performance of the agreement and/or the services provided under the procurement contract.
- 4.6. The service provider ensures reasonable involvement of the CPTRA in the process of provision of the services in order to avoid deviations from the schedule and

other negative consequences.

5. Delivery of services

- 5.1. The services provided by the service provider are delivered to the CPTRA or performed in accordance with the terms and conditions agreed in this agreement and the procurement contract.
- 5.2. The service provider prepares an instrument of delivery and receipt of the services, which describes the services to be delivered and the activities performed (hereinafter '**the instrument**').
- 5.3. The CPTRA reviews the instrument submitted by the service provider within 5 (five) business days following the submission of the instrument to the CPTRA. If the services comply with the terms and conditions of this agreement and the procurement contract, the CPTRA accepts the services, signs the respective instrument of delivery and receipt and notifies the contact person of the service provider thereof by email. If the CPTRA has not submitted written claims to the service provider within 5 (five) business days from the day of submission of the instrument to the CPTRA, the service provider is entitled to consider the services as received.
- 5.4. If the CPTRA has any claims regarding the quality of the service or its compliance with the terms and conditions of the agreement and/or procurement contract, it notifies the service provider thereof by email, specifies the specific deficiency in the final service and sets a reasonable deadline for eliminating the deficiency or providing a new service that complies with the terms and conditions of the agreement and/or procurement contract.
- 5.5. If the service provider fails to eliminate the deficiencies by the specified deadline, the CPTRA has the right to refrain from making payments arising from the procurement contract until the deficiencies have been eliminated.
- 5.6. After the elimination of deficiencies and errors, an instrument of delivery and receipt is drawn up between the parties in accordance with clause 5.3.
- 5.7. The instrument of delivery and receipt of services signed by the parties is the basis for submitting an invoice to the CPTRA, unless otherwise agreed in the procurement contract.

6. Deadline and procedure for payment of fee

- 6.1. The CPTRA pays the service provider for the services in accordance with the agreement, the procurement contract and the submitted invoice.
- 6.2. The deadline for payment for the services specified in the invoice may not be shorter than 21 calendar days from the time of submission of the invoice.
- 6.3. The invoice must be sent to the address ttja@arved.ee and its copy to the address info@ttja.ee in a machine-readable format as a PDF file, or in a machine-editable format in accordance with the current e-invoice standard.
- 6.4. The invoice is deemed to have been received on the day it is delivered to the CPTRA's designated email addresses specified in clause 6.3, in accordance with the timing rules outlined in clause 7.7.
- 6.5. The invoice must include at least the name of the contact person and the number of the procurement contract, and, if possible, a reference to the instrument and the services provided.
- 6.6. The framework agreement and the procurement contracts concluded on the basis thereof are partly financed from the funds of the European Union Recovery Instrument NextGenerationEU. The service provider's obligations are limited to the provision of services under the agreement and the procurement contract(s). The

Draft Framework Agreement

service provider shall not be responsible for compliance with EU funding requirements, including reporting, management, or communication with EU authorities, unless explicitly stated in the agreement or required by law. The CPTRA is responsible for ensuring compliance with the EU Recovery Instrument (NextGenerationEU) and related obligations.

7. Contact persons and information exchange procedure

- 7.1. The contact person of the contracting authority regarding matters related to the agreement and/or procurement contract, who has the right, among other things, to accept the services, is: Erko Kulu, phone: 6672120, email: Erko.Kulu@ttja.ee.
- 7.2. The contact person of the service provider regarding matters related to the agreement and/or procurement contract, who has the right, among other things, to deliver the services, is: Margo Fingling, telephone +372 5690 4423, email: margo.fingling@rohde-schwarz.com.
- 7.3. In the performance of the agreement and/or procurement contract, the contact persons of the parties specified in the agreement have the right to submit mutual inquiries, transmit the necessary information and documentation related to the performance of the agreement and/or procurement contract, check the progress of the performance of the agreement and/or procurement contract and adherence to the schedule, ask for instructions, accept summaries and other written documents prepared in the course of the performance of the agreement and/or procurement contract, as well as perform other actions not provided by the agreement and/or procurement contract that are necessary for achieving the purpose of the agreement and/or procurement contract.
- 7.4. The contact persons of the parties specified in the agreement do not have the right to amend the agreement, unless the party has given its contact person a separate power of attorney to that effect.
- 7.5. Notifications of an informative nature can be communicated by telephone. If transmission of a notification has legal consequences, the notification must be transmitted in writing to the postal address specified in the agreement, or transmitted signed by the representative of the party to the email address specified in the agreement.
- 7.6. The party to the agreement is obliged to respond to the received notification that is expected to be responded to, within 3 (three) business days from the date of reception, unless the notification provides for a longer response time.
- 7.7. The party's notification is deemed to have been received by the other party:
 - 7.7.1. on the same day if the notification has been successfully delivered electronically to the mail server of the contact person on a business day before 15:00;
 - 7.7.2. on the next business day, if the notification has been successfully delivered electronically to the mail server of the contact person on a business day after 15:00;
 - 7.7.3. on the next business day, if the notification has been successfully delivered electronically to the mail server of the contact person on a holiday.

8. Confidentiality and processing of personal data

- 8.1. The parties are obliged not to disclose confidential information concerning each other or obtained in the course of the performance of the agreement and/or procurement contract during the validity of the agreement and for an indefinite period after the expiry of the agreement. The parties consider as confidential information any information provided to each other, including trade secrets,

Annex 2
Draft Framework Agreement

intellectual property, personal data that is not generally available to third parties, as well as information they have received from third parties where the party knows or should know that the information is confidential. In case of doubt, confidentiality of information is assumed.

- 8.2. The parties do not consider information disclosed prior to its provision to the other party or disclosed independently of the parties, unless the party can prevent disclosure, as confidential information.
- 8.3. The service provider undertakes to use confidential information only during the validity of the agreement, for the performance of obligations arising from the agreement and/or procurement contract and in accordance with the provisions of the agreement and/or procurement contract.
- 8.4. When processing personal data, the parties act in accordance with the General Data Protection Regulation (GDPR) and the Personal Data Protection Act. Any data relating to an identified or identifiable natural person, irrespective of the form or format of such data, is considered by the parties as personal data. The parties undertake to apply appropriate information security measures, including measures to ensure the security of personal data provided for in Article 32 of the General Data Protection Regulation, in order to ensure the protection of confidential information. Upon receipt of such a request, the party makes available to the other party within a reasonable period of time all the information necessary to prove the implementation of the appropriate technical and organisational measures.

9. Liability

- 9.1. The service provider shall be fully liable for damage caused intentionally or for damage to life, body, or health resulting from its negligence. The service provider's liability under applicable product liability laws shall remain unaffected.
- 9.2. Otherwise, the service provider's liability to the CPTRA under or in connection with this agreement, and/or any procurement contract entered into under this agreement, regardless of the legal grounds (including, but not limited to, damages, losses, and indemnification), shall be limited to:
 - 9.2.1. A maximum of 15% of the value of the specific procurement contract under which the liability is incurred, and
 - 9.2.2. A maximum of 15% of the total aggregate value of all procurement contracts under the agreement in the case of liability arising under the agreement itself.
- 9.3. Notwithstanding the above, the service provider shall not be liable for financial loss, indirect damage, consequential damage, compensation for expenses, loss of profit, loss of production, interruption of business, contractual claims of third parties, lost usage, financing expenditure, interest loss, claims under a substitute procurement, nor for loss of data, information or programs as a result of a software error.
- 9.4. In the event of delay in the performance of financial obligations arising from the procurement contract, the party entitled to payment has the right to claim from the party in breach of the obligation the interest on late payment charged at the rate of 0.15% per day on the outstanding amount for each day of delay up to a maximum of 10% of the outstanding amount.
- 9.5. If the service provider fails to provide the service on time due to its own fault or that of its subcontractor(s), the CPTRA has the right to claim from the service provider contractual penalty of 0.25% of the fee for the delayed services, as specified in the procurement contract, for each calendar day of delay - up to a maximum of 10% of that fee.

Draft Framework Agreement

- 9.6. If the provision of the services deviates from the agreed schedule, the service provider does not have the right to claim compensation for any resulting damage unless the damage has been caused due to the direct fault of CPTRA.
- 9.7. If the delay by the service provider is caused by the CPTRA, the service provider has the right to request a reasonable extension of the schedule and/or deadlines. The service provider undertakes to notify without undue delay the CPTRA of the delay or its possibility and consequences in a format which can be reproduced.
- 9.8. If the party breaches the obligations specified in clause 8, the other Party has the right to claim the contractual penalty in the amount of 2,000 euros for each breach.
- 9.9. The CPTRA suspends making of payments to the service provider in full or in part if:
- 9.9.1. The service provider fails to perform the agreement and/or procurement contract, except in cases of minor deviations that do not materially affect the provision of the services;
- 9.9.2. Material deficiencies or other significant breaches of obligations occur in the course of the performance of the agreement and/or procurement contract or in the services.
- 9.10. The service provider may suspend the provision of the services in full or in part if:
- 9.10.1. The CPTRA delays payment of the fee payable on the basis of the procurement contract for more than 30 calendar days.
- 9.11. Any disagreements between the parties in the course of the performance of the services, including in the course of elimination of deficiencies, shall first be resolved based on the provisions of the agreement and/or procurement contract.
- 9.12. Claiming the contractual penalty does not preclude the right of the CPTRA to use other legal remedies provided by the law, including demanding the performance of the agreement. Payment of the contractual penalty does not exempt the party in breach of the agreement from further performance of its contractual obligations.
- 9.13. A contractual penalty claim or a notice of intention to submit a contractual penalty claim must be submitted within 30 calendar days from the time of discovery of the breach of the obligation. Contractual penalties and interests on late payment must be paid within 14 days of receipt of the corresponding claim.
- 9.14. The parties have the option of mutual set-off.

10. Force Majeure

- 10.1. The parties shall be exempt from fulfilling their contractual obligations in the event of force majeure. Force majeure refers to any event or circumstance that prevents either party from performing some or all of its obligations, which arises from or is attributable to causes beyond the reasonable control and contemplation of that party. This includes, but is not limited to, acts, events, omissions, or accidents such as strikes, lockouts, industrial disputes (whether involving either party's workforce or not), protests, war, national emergencies, terrorism, riots, civil commotion, malicious damage, compliance with laws or governmental orders, refusal or delay in obtaining required governmental approvals, accidents, plant or machinery breakdowns, fires, explosions, floods, storms, epidemics, or other extreme and uncontrollable events that could not have been foreseen by the parties.
- 10.2. In the event of the force majeure circumstances defined in clause 10.1, the terms set in the affected procurement contracts shall be extended by a period that corresponds to the period of the force majeure that delayed the execution of the affected procurement contracts.

Draft Framework Agreement

- 10.3. The parties shall notify each other of the commencement and conclusion of the force majeure event within 10 calendar days. If there is a delay in notification, the party at fault will not be relieved of its obligation to fulfill the agreement and/or procurement contract terms.
- 10.4. If the delivery of services is delayed for more than 90 days due to the circumstances of force majeure, both parties have the right so unilaterally withdraw from the affected procurement contract by notifying the other party in writing 5 working days in advance. In this case the service provider shall reimburse the CPTRA any advanced prepayment for the undelivered services, if applicable.

11. Warranty

- 11.1. The service provider, under this agreement and any procurement contract, grants a minimum one-year warranty for the goods. In cases where the warranty period is longer, it will explicitly be specified in the procurement contract and/or its annexes.
- 11.2. This warranty covers all defects that were present at the time of the transfer of risk of loss and damage of the goods and become evident in the goods during the warranty period, unless they are caused by: i) improper use or misuse of the goods by the CPTRA or any third party; ii) accident, negligence, or unauthorized modification or repair of the goods by the CPTRA or any third party; iii) normal wear and tear from regular usage; iv) failure to follow the service provider's instructions regarding installation, operation, or maintenance; v) external factors such as natural disasters, electrical surges, or other events beyond the service provider's control; vi) software errors or defects due to unauthorized updates, changes, or installations; or vii) damage caused by third-party products or services not supplied or authorized by the service provider.
- 11.3. The warranty period begins with the delivery of the goods to the CPTRA in accordance with the agreed delivery term (Incoterms) under the procurement contract and ends at the conclusion of the period set in Clause 11.1. If the CPTRA cannot use the goods due to a defect for which the service provider is liable, the warranty period will be paused. It will resume once the defect is remedied, either through replacement or repair of the goods. In both cases, the time taken to replace or repair the goods will be added to the remaining warranty period, effectively extending it.
- 11.4. If defects are discovered in the goods delivered to the CPTRA during the warranty period, the service provider shall replace or repair the goods free of charge within 45 days from handover of the defective goods, covering all costs (including applicable transportation costs etc), and return the goods as per the terms of the agreement.

12. Entry into force, amendment and termination of agreement

- 12.1. The agreement enters into force upon its signing by the last party and is valid for 36 months from the date of the last signature or until the total cumulative order value of the procurement contract(s) under the agreement reaches 2 600 000 euros (excluding VAT) or until the early termination of the agreement, except for those provisions which due to their nature regulate the relations between the parties also after the termination of the agreement.
- 12.2. The agreement and/or procurement contract may be amended only by written agreement of the parties, and the amendments are formalised as annexes to the agreement. Amendments enter into force upon their signing by the last party or on the date specified by the parties in the amendment. When amending the

Annex 2
Draft Framework Agreement

agreement, the parties must comply with the conditions set out in § 123 of the Public Procurement Act.

- 12.3. Any change in the contact details of the parties must be notified to the other party within a reasonable period of time. Changes to contact details are not deemed to constitute an amendment of the agreement within the meaning of clause 12.2.
- 12.4. Either party may cancel the agreement and/or procurement contract extraordinarily without notice if it becomes apparent that, taking into account all the circumstances and taking into account the interests of the parties, it cannot be expected that the party wishing to cancel the agreement and/or procurement contract would continue to perform the agreement and/or procurement contract, first and foremost, if the other party has failed to perform a material obligation arising from the agreement and/or procurement contract and has not fulfilled the respective obligation within the additional term given to it.
- 12.5. The party transmits a written notice regarding cancellation of the agreement and/or procurement contract to the other party in accordance with clause 7.5.
- 12.6. In the event of cancellation of the agreement and/or procurement contract, the service provider has the right to claim the fee only for the services that have actually been provided by the service provider and accepted by the CPTRA until the last date of validity of the agreement and/or procurement contract.
- 12.7. If the procurement contract entered into under the agreement is cancelled early, this does not result in cancellation of this agreement, unless the party cancelling the procurement contract also cancels this agreement.

13. Final provisions

- 13.1. The agreement has been drawn up in two identical copies, each having equal legal force and effect, with each party retaining one copy.
- 13.2. The parties may not transfer the rights and obligations under the agreement to a third party without the prior written consent of the other party.
- 13.3. Disputes arising from the agreement are resolved through negotiations. If no agreement is reached, disputes are resolved pursuant to the procedure provided by the legislation of the Republic of Estonia.
- 13.4. In matters not regulated by the agreement, the parties adhere to the legislation of the Republic of Estonia.
- 13.5. The representatives of the parties declare that they have all the rights and sufficient powers to enter into the agreement on behalf of the represented party in accordance with the legislation, and that they are not, to the best of their knowledge, prevented from fulfilling their obligations undertaken under and provided by the agreement.
- 13.6. This agreement document constitutes public information.

Signatures of the parties

The CPTRA

The service provider

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Registry code: DK13701806

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Annex 2
Draft Framework Agreement

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Date: