

Framework Agreement No.....

Estonian Centre for International Development (hereinafter *referred to as **the customer or contracting authority***), registry code 90015347, Tatari street 1, 10116 Tallinn, who is represented by a member of the management board Klen Jäärats

and

_____, registry code _____, address _____, who is represented by a member of the management board _____ (hereinafter **contractor 1** or **party**),

_____, registry code _____, address _____, who is represented by a member of the management board _____ (hereinafter **contractor 2** or **party**),

_____, registry code _____, address _____, who is represented by a member of the management board _____ (hereinafter **contractor 3** or **party**) and

All contractors are entered

hereinafter separately or jointly by the parties, have entered into this framework agreement (hereinafter the **agreement**) in the following:

1. Purpose and subject-matter of the agreement

- 1.1. The purpose of the framework agreement concluded on the basis of lot/part 3 of the public procurement "Information and cyber security matters and services" (public procurement reference number 301036) organised by the contracting authority is to agree on how the procurement contracts for the procurement of the supplies that are the subject of the framework agreement will be concluded between the contracting authority and the partners of the framework agreement during the validity of the framework agreement.
- 1.2. The object of the contract is the components, installation and configuration of the ICT and cyber security infrastructure (hereinafter referred to as **the supply**), which the contractor undertakes to sell to the contracting authority in accordance with the terms and conditions set out in the framework agreement and the annexes to the framework agreement. A more detailed description of the object of the framework agreement and the requirements for the object are set out in the technical specifications and in the tender submitted by the contractor.
- 1.3. The framework agreement does not oblige the contracting authority to order supplies, i.e. to enter into a procurement contract.
- 1.4. The framework agreement is valid for 48 months or until the performance of the obligations or the termination of the framework agreement or upon the fulfilment of the volume of the framework agreement.
- 1.5. In addition to the state budget, the framework agreement may also be financed from foreign funds (i.e. financial instruments outside the budget of the contracting authority).

2. General Terms and Conditions

- 2.1. All annexes and procurement documents of the public procurement, as well as the tenders submitted by the contractor in the public procurement and written notices between the parties, which are not separately signed as annexes to the framework agreement, are considered to be inseparable parts of the framework agreement.
- 2.2. The ordering of the supplies and their content will be agreed upon in the course of a mini-competition organised on the basis of a framework agreement and in the procurement contract.
- 2.3. If the term of the procurement contract differs from the term of the framework agreement, the term of the procurement contract shall prevail. If the terms and conditions in the annexes to the agreement differ from the terms of the agreement, the term of the agreement shall prevail.
- 2.4. In the course of the performance of the framework agreement, additional conditions may be agreed upon if they are necessary for the fulfilment of the requirements arising from the implementation of the financing conditions.
- 2.5. If there are additional conditions related to the financing of the supplies ordered under the procurement contract, the contractor is obliged to comply with the requirements arising from the use of financial resources announced in the procurement contract, including the use of the symbols required in the terms and conditions of the programme.
- 2.6. The parties shall cooperate in the performance of the procurement contract and in the achievement of these objectives. The parties undertake to make all necessary efforts to perform the procurement contract on time and in accordance with the agreements.
- 2.7. The quantities of supplies to be purchased in the technical specifications are indicative and are not binding on the customer.
- 2.8. With the contract, the contractor undertakes to deliver the supplies to the customer in accordance with the procurement contract. The contractor confirms that it is a reseller of the products that are the subject of the procurement contract and that the performance of the procurement contract does not harm the rights and interests of third parties and that there are no circumstances that would preclude its rights to enter into the contract.
- 2.9. By signing the procurement contract, the contractor confirms the ability to deliver the quantities of the supplies to be ordered on time upon receipt of the respective orders.
- 2.10. The languages of performance of the procurement contract are Estonian and English, among other supplies, they are also the languages of concluding procurement contracts, working meetings and other communication, and documenting the works. The parties may agree on the need to perform the procurement contract in other languages, but a project manager who speaks English and the ability to communicate and document in Estonian must be ensured (an interpreter is also suitable).
- 2.11. From the moment of delivery of the supply, the contracting authority shall have the right to use the supply under the conditions set out in the contract.

3. Rights and obligations of the parties

- 3.1. The contractor undertakes:
 - 3.1.1. sell supplies on the terms agreed in the procurement contract;
 - 3.1.2. cooperate with third parties with regard to the needs of the customer (e.g. with a business customer, etc.);

- 3.1.3. immediately notify the contracting authority of any circumstances hindering the acquisition of the property that interfere with the proper performance of the procurement contract;
- 3.1.4. deliver the supplies to the indicated country of destination in accordance with the provisions of the procurement contract;
- 3.1.5. install supplies in accordance with the provisions of the procurement contract;
- 3.1.6. immediately notify the contracting authority of a cyber incident directed against the contractor and, at the request of the contractor, submit a cyber incident report to the contracting authority;
- 3.1.7. notify in a format that can be reproduced in writing of any interest that may cause a conflict of interest in the performance of the contract.
- 3.2. The contractor has the right to:
 - 3.2.1. receive remuneration for the sale of supplies to the extent and in accordance with the procedure agreed in the procurement contract;
 - 3.2.2. use subcontractors for the performance of the contract, having previously agreed in writing with the customer. The contractor is responsible for the actions and omissions of subcontractors before the contracting authority;
 - 3.2.3. to transfer the right to issue invoices to a third party without concluding an amendment to the contract, if they have submitted a notice to the customer to that effect.
- 3.3. The customer undertakes:
 - 3.3.1. to pay for the supplies received in the agreed amount and in accordance with the agreed procedure;
- 3.4. The customer has the right to:
 - 3.4.1. always monitor the performance of the procurement contract and provide the contractor with mandatory instructions in this regard;
 - 3.4.2. refuse to pay the fee, in whole or in part, if the contractor failed to properly perform the procurement contract on the agreed terms and the contractor's breach is not objectively justified;
 - 3.4.3. involve other state authorities in providing information for the performance of the contract, in the role of payer and/or quality controller. The involvement of a third party by the contracting authority cannot be regarded as an amendment of the framework agreement within the meaning of the Public Procurement Act.

4. Award of procurement contracts

Applicable if the framework agreement is concluded with several partners:

- 4.1. The basis for the purchase of supplies is the concluded procurement contract.
- 4.2. The customer organises mini-competitions according to actual needs, and the partners of the framework agreement must be prepared for possible time breaks between ordering supplies.
- 4.3. In order to conclude the contract, the contracting authority shall submit a proposal to the partners of the framework agreement in a format that can be reproduced in writing (organise a mini-competition) and shall give a reasonable time for the submission of the tender, taking into account the technical complexity of the matter and the time required for the submission of the tender.
- 4.4. In the technical specifications of the procurement contract to be concluded, the contracting authority specifies the object and technical specification of the

- procurement, the time and location of delivery, and other important conditions. At the same time, the contracting authority may make it mandatory to involve a local partner in the destination country in the performance of the contract. The contracting authority also has the right to ask for documents certifying the right of resale.
- 4.5. When conducting a mini-competition, the contracting authority selects only the most economically advantageous tender for the purchase of supplies on the basis of the lowest total cost.
 - 4.6. In a mini-competition for the purchase of services or supplies together with the service, the contracting authority selects the most economically advantageous tender as follows:
 - 4.6.1. "total cost of providing the service", "monthly cost of the service" or "cost of one working hour" (depending on the methodology of the service to be ordered): 30 – 40%;
 - 4.6.2. 'quality criterion' means a task related to the planned/on-demand service, such as a blueprint for the provision of the service, additional experience of the team, local involvement, maintenance and warranty conditions, delivery time, etc.: 60 - 70%.
 - 4.7. The terms and conditions of the mini-competition stipulate how many contractors will be awarded the procurement contract.
 - 4.8. If necessary, the customer has the right to ask for additional confirmations and data on the existence of the prerequisites necessary for the purchase of the supply.
 - 4.9. When submitting a tender, all the requirements and conditions of the mini-competition must be complied with.
 - 4.10. The contracting authority will open the tenders after the deadline specified in the invitation to the mini-competition.
 - 4.10.1. The contracting authority shall check the compliance of the tenders and evaluate all tenders that meet the requirements and do not contain any substantive deviations from the terms and conditions of the mini-competition. The contracting authority will not evaluate tenders that do not comply with the conditions of the mini-competition. Thereafter, the contracting authority verifies the successful tenderer's compliance with the qualification criteria and checks the grounds for exclusion.
 - 4.10.2. The contracting authority may evaluate the tenders before verifying the conformity of the tenders or the absence of grounds for exclusion against the tenderers and their compliance with the qualification criteria. In such a case, the contracting authority will check the compliance of the tender, the compliance of the tenderer with the qualification criteria and the absence of grounds for exclusion only in the case of the successful tenderer. If the successful tenderer's tender turns out to be non-compliant as a result of the inspection, the tenderer does not meet the qualification criteria or the tenderer is excluded from the procedure, the contracting authority has the right to declare the tenderer next in the ranking as successful as a result of the evaluation and to carry out the described inspections in respect of him or her.
 - 4.11. If the tender does not meet the conditions of the mini-competition, it will be rejected.
 - 4.12. Before concluding the procurement contract, the contracting authority has the right to declare the mini-competition invalid on its own initiative, if justified, by notifying the partners of the framework agreement thereof.
 - 4.13. The contracting authority has the right to reject the tender and decide not to

conclude the procurement contract or to declare the mini-competition invalid in accordance with the framework agreement if:

4.13.1. the tender(s) do not meet the conditions;

4.13.2. the tender(s) exceed the estimated cost;

4.13.3. The contracting authority does not receive approval for the final application for the award of a procurement contract involving foreign funds.

4.14. If no tender is received for the mini-competition or none of the tenders are successful (incl. a situation arises where the tenderer does not pass a background check), the contracting authority has the right to submit a tender for the direct conclusion of a procurement contract with the same object of procurement. The contracting authority is allowed to make changes in the duration of the procurement contract, including the deadlines, and the volume of the procurement contract according to the reasons for the failure of the mini-competition. It is not allowed to change the object of the procurement contract, i.e. the scope. A direct tender can be made in the following order:

4.14.1. First, make a tender for the award of the procurement contract with the contractor who earned the most points in concluding the framework agreement;

4.14.2. Tenders may then be submitted for the award of the procurement contract in accordance with the order of evaluation to the following contractors.

4.15. The contracting authority shall enter into a procurement contract for the purchase of the supply in accordance with the terms and conditions of the mini-competition and shall notify the partners of the framework agreement of the result of the mini-competition. The contractor undertakes to sign the procurement contract within 3 working days of sending the procurement contract for signature at the latest.

Applicable if the framework agreement is awarded to a single tenderer:

4.16. If the framework agreement has been concluded with one tenderer as a result of a procurement procedure, no mini-competitions will be conducted.

4.17. The basis for the purchase of the supply is the concluded procurement contract. An order that has not been entered into on the procurement contract form is also considered a procurement contract. In this subsection, a tender is considered to be supplementing a tender within the meaning of § 30(3) of the PPA.

4.18. In order to submit orders and enter into a procurement contract, the contracting authority has the right to contact the contractor directly, presenting the terms and conditions of the procurement contract. At the same time, the contracting authority may make it mandatory to involve a local partner in the destination country in the performance of the contract.

4.19. The contracting authority enters into procurement contracts according to actual needs and the contractor must be prepared for possible time breaks in the period between the conclusion of the procurement contract.

4.20. The purchase of the supply takes place on the basis of the technical specification fixed in the order, which specifies the object of the procurement contract and the technical specification and other important conditions.

4.21. In order to order the supply, the customer submits an order to the contractor in a format that can be reproduced in writing. An order is a written request to the contractor to purchase supplies, either as an order letter, after which, if necessary, the procurement contract is concluded on a specific form.

4.22. The contracting authority shall give a reasonable time for the submission of the tender, taking into account the technical complexity of the matter and the time

required for the submission of the tender. When submitting an offer, all the requirements set out in the order must be followed.

- 4.23. If the offer does not meet the terms of the order, it will be rejected.
- 4.24. The contracting authority has the right to reject the tender of the procurement contract and decide not to award the procurement contract or to declare the order submitted in accordance with the framework agreement invalid if:
 - 4.24.1. the tender does not meet the conditions;
 - 4.24.2. exceeds the estimated cost, or;
 - 4.24.3. The contracting authority does not receive approval for a full application for the award of a procurement contract related to foreign funds.
- 4.25. If necessary, a procurement contract will be concluded for the purchase of the supply in accordance with the terms of the order. A procurement contract with a volume of 20,000 euros or more, excluding VAT, is always concluded on the procurement contract form and signed by the parties. The contractor undertakes to sign the procurement contract within 3 working days of sending the procurement contract for signature at the latest.

5. Performance of the procurement contract

- 5.1. The contractor shall hand over to the contracting authority the quality, quantity and characteristics of which comply with the provisions of the procurement procurement documents, technical specifications, order and tender.
- 5.2. The supply must comply with the technical requirements set out in the procurement documents of the procurement and the contractor must have intellectual property rights for the performance of the contract.
- 5.3. The contractor delivers the supply to the contracting authority by the deadline specified in the procurement contract and to the location agreed upon in the procurement contract.
- 5.4. The matter is handed over with a deed of delivery and acceptance signed by the contractor (hereinafter **the deed**), in order to accept the supply, the contracting authority signs the deed on its part, if the contracting authority has no complaints regarding the transferred supply. The act must be signed within a reasonable time.
- 5.5. Together with the supply handed over by the deed, the contractor transfers all the ownership rights of the product to the customer in accordance with the provisions of the contract.
- 5.6. If the delivered supply does not comply with the conditions agreed upon in the procurement contract, the contracting authority has the right to refuse to accept the supply and give the contractor an additional deadline for the proper performance of the procurement contract.
- 5.7. The right of ownership of the supplies and the risk of accidental destruction and damage is transferred from the contractor to the customer upon both parties signing the act of delivery and receipt.

6. Value of the framework agreement

- 6.1. The customer pays the contractor for the supply according to the tender submitted in the mini-competition.
- 6.2. The volume of the framework agreement is a maximum **of xx.xx (sum in words)** euros excluding VAT, which will be summed up on the basis of the procurement contracts concluded with all contractors.

- 6.3. The customer pays the contractor for the work according to the invoices submitted, which are in accordance with the prepared and mutually signed deed.
- 6.4. The contractor submits to the customer e-invoices that comply with the Estonian e-invoice standard. The e-invoice must be submitted to the purchase invoice management environment of the customer's e-invoice operator (AS Fitek). In addition to the data specified in the standard, the e-invoice must also include the first and last name of the customer's contact person, the procurement contract number, the reference number of the contract part and the reference number of the public procurement.
- 6.5. The invoices submitted by the contractor must clearly and unambiguously refer to the procurement and framework contract, comply with the provisions of the act of delivery and receipt and the requirements of the Value Added Tax Act. An invoice that does not meet the conditions set out in this clause is not payable.
- 6.6. The customer pays the submitted invoices within 14 calendar days of receiving the required invoice. The place of receipt of the amount indicated on the invoice is the bank account number indicated by the contractor on the invoice.
- 6.7. The date of payment of the invoice is considered to be the date of submission of the respective payment order to the State Treasury.

7. Intellectual Property

- 7.1. The intellectual property rights to the results of the service provided under the procurement contract (e.g. training materials or other products created for the customer) belong to the customer on the terms and conditions set out in this contract. The fee for the transfer and licensing of copyrights is included in the procurement contract fee.
- 7.2. The customer shall have all the author's proprietary rights and exclusive licence to the results of the service, including the right to reproduce, process, distribute and make available to the public the documents prepared by the contractor in the performance of the procurement contract in any form and on any medium, without geographical restrictions and for an indefinite period. The proprietary rights and exclusive licence shall be deemed to have been transferred to the contracting authority upon the signing of the act of delivery and receipt by the parties.
- 7.3. The customer has the right to freely use what has been developed under the contract, including the right to give the work created on the basis of the procurement contract to third parties for use.
- 7.4. The provisions of this chapter may be amended or specified within the framework of the procurement contract by informing the contractors thereof within the framework of a mini-competition.

8. Warranties

- 8.1. The contractor shall provide a guarantee for the supplies acquired on the basis of the procurement contract for at least the period specified in the technical specifications. The guarantee takes effect from the moment the supply is handed over to the contractor and adopted by deed.
- 8.2. The warranty covers all defects and non-conformities that occur on the supply during the warranty period, which have not arisen as a result of the actions of the customer or third parties.

- 8.3. The Contractor shall eliminate any defects or non-conformities that have occurred on the supply during the validity of the on-site warranty free of charge, including updating or replacing all related documents.
- 8.4. The contractor is obliged, in particular, to carry out the following by way of warranty:
 - 8.4.1. Troubleshooting, localizing, finding a solution to the error situation and correcting the error when an error occurs.;
 - 8.4.2. analysing the causes of the error and proposing preventive measures in a format that can be reproduced in writing;
 - 8.4.3. Installation and configuration support and related consultations in connection with error correction.
- 8.5. If possible, the contracting authority shall determine the degree of criticality of the error or whether it is another defect covered by the warranty obligation, and may set a deadline for the elimination of the defect based on the criticality of the defects specified in the procurement contract.
- 8.6. If the contractor proves that the defect eliminated was not covered by the warranty, the contracting authority shall reimburse the direct costs incurred by the contractor in connection with the rectification of the defect. The compensation of costs is based on the procurement contract within the framework of which the defect has become apparent, a reasonable fee is paid.
- 8.7. The customer shall provide assistance to the contractor in eliminating defects subject to the warranty obligation within the limits of the customer's capabilities and possibilities.
- 8.8. If the contractor is unable to eliminate the defects by the agreed deadline, the contracting authority may eliminate them themselves or arrange for their elimination with the help of a third party, notifying the contractor thereof. The customer has the right to demand compensation from the contractor for all costs incurred in connection with the elimination of the defect in the manner described above, if it was a defect covered by the warranty.

9. Confidentiality obligation

- 9.1. The parties undertake not to disclose confidential information received under the agreement to third parties, except in cases provided for by law.
- 9.2. The parties shall comply with all applicable data protection and information security legislation.
- 9.3. The parties shall forward confidential information only to those persons who are directly involved in the performance of the procurement contract and shall ensure that such persons are aware of and comply with the requirement of confidentiality.
- 9.4. By confidential information, the parties mean personal data that have become known in the course of the performance of the procurement contract and information to which access restrictions have been imposed, as well as other information the disclosure of which could harm the interests of the parties.
- 9.5. The responsibility for the performance of the confidentiality obligation lies with the party for all persons involved by it in the performance of the contract.
- 9.6. The confidentiality requirement is valid for an indefinite period. Due to the nature of the confidential information, the customer has the right to set additional requirements and/or instructions for the processing of personal data.
- 9.7. The parties shall not disclose (including in the media) information created or become known in the course of the performance of the procurement contract without the

written consent of the other party before the signing of the final act of delivery and acceptance of the procurement contract.

9.8. The obligation of confidentiality is valid for an indefinite period.

10. Responsibility

- 10.1. A party shall be liable for a breach of its contractual obligation, unless the breach is excusable due to force majeure or other objective circumstances. The existence of this fact must be proved by the party wishing to rely on it.
- 10.2. A party is liable for a breach of its contractual obligation arising from the activities of the persons involved in the performance of the procurement contract.
- 10.3. A party shall not be liable for any breach of contractual obligations arising from the breach of obligations of the other party or the acts or omissions of third parties. If the contracting authority delays the performance of its obligations and the non-timely performance of these obligations does not enable the contractor to perform its obligations by the deadline, the extension of the term for delivery of the supply shall be fixed by the corresponding time. The existence of this fact must be proved by the party wishing to rely on it.
- 10.4. In the event of a breach of an obligation, the other party has the right to use all legal remedies arising from the law or contract in accordance with the Law of Obligations Act.
- 10.5. The total financial liability of the parties is limited to the total value of the framework agreement, but this limitation does not apply to wrongful infringement, including wrongful infringement in relation to intellectual property rights or data protection obligations.
- 10.6. In the event of delay in the payment of the fee, the contractor has the right to demand interest on arrears at the rate provided for in the Law of Obligations Act from the fee payable for the specific supply for each calendar day of delayed payment. The maximum rate of interest on arrears is 25% of the total amount payable for a specific supply. The claim for interest on arrears must be submitted signed.
- 10.7. A breach of contractual obligations by the contractor is primarily considered to be a situation where the transferred supply does not partially or fully comply with the terms and conditions of the procurement contract or there are other breaches of the procurement contract by the contractor.
- 10.8. If the contractor violates a contractual obligation, the contracting authority has the right to demand payment of a contractual penalty of up to 200 euros for each calendar day in the violation, but not more than 25% of the total value of the procurement contract. If the purchase of the supply has been agreed upon in stages, then no more than 25% of the total cost of the stage.
- 10.9. If, due to delays on the part of the contractor, the commissioning of the supply is no longer realistic or necessary, the contracting authority has the right to withdraw from the procurement contract pursuant to subsection 116 (1) of the Law of Obligations Act and the contractor is obliged to reimburse the contracting authority for the part already paid.
- 10.10. In the event of a material breach of the contract, the contracting authority has the right to submit a contractual penalty claim of up to 10,000 euros for each violation to the contractor. In the event of a significant breach of a procurement contract by the contractor, the contracting authority does not have to set an additional term specified in § 114 of the Law of Obligations Act for the performance of the contractor's contract,

and the contracting authority has the right, inter alia, to cancel the procurement contract or withdraw from the procurement contract.

10.11. In addition to the provisions of the Law of Obligations Act, a material violation includes, among other supplies, the following:

10.11.1. failure to award the procurement contract without a good reason or failure to commence its performance;

10.11.2. Misrepresentation;

10.11.3. lack of rights (including permits, licences, intellectual property rights) necessary for the performance of the procurement contract;

10.11.4. violation of intellectual property rights and the terms and conditions of their use;

10.11.5. repeated (at least twice) replacement of a crew member by a person who does not meet the agreed requirements, or replacement of a crew member without the prior consent of the participant, at least in a format that can be reproduced in writing;

10.11.6. breach of confidentiality;

10.11.7. repeated (at least twice) non-performance of contractual obligations;

10.11.8. failure to deliver the matter on time in such a way that the fulfilment of the purpose of the procurement contract is no longer realistic within the deadline and/or due to the actions or omissions of the contractor, it is no longer possible to use the funds intended for financing the procurement contract;

10.11.9. transfer of contractual obligations to a third party without concluding a corresponding amendment to the contract.

10.12. Acceptance of the supply by the contracting authority does not release or reduce the liability of the contractor for breach of contract.

10.13. If the contractor fails to perform the procurement contract properly and the implementing body makes a decision to reduce the grant or reclaim the grant on the basis thereof, the contracting authority has the right to reclaim the ineligible costs from the contractor to the extent of the repayment claim.

10.14. The contracting authority undertakes to submit a claim for a contractual penalty within a reasonable period of time, but not later than within 3 months from the date on which the contracting authority became aware of the circumstance on which the contractual penalty claim is based. Contesting a claim for a contractual penalty does not release the contractor from the obligation to pay it before the relevant court judgment enters into force.

10.15. The Contractor is obliged to pay the contractual penalty within 14 calendar days from the submission of the respective claim by the contracting authority, unless otherwise specified in the contractual penalty claim.

10.16. The contracting authority has the right to offset the amount of the contractual penalty with the payments payable to the contractor for the supply. In the event of set-off, the obligation to pay the contractual penalty is not applied.

11. Validity of contracts

11.1. The framework agreement and the procurement agreement enter into force once the parties have signed the agreement.

11.2. The framework agreement and the procurement contract shall be terminated upon the performance of contractual obligations, the cancellation of the respective contract or on any other basis arising from the law.

- 11.3. The contracting authority may terminate the framework and procurement contract at any time in writing without prior notice. In this case, the customer undertakes to accept the work done by the time of cancellation and pay a fee for it according to the volume of work performed. The customer is not obliged to pay for the work or a part thereof that does not comply with the conditions set out in the procurement contract and its annexes.
- 11.4. The framework agreement and the procurement contract may be amended under the conditions set out in the procurement contract by a written agreement between the parties, which is formalised as an annex to the contract.

12. Forwarding notices and contact persons

- 12.1. Notices are generally forwarded by e-mail, subject to the terms and conditions of the Rules of Procedure, if any. In the case of sending by e-mail, including digitally signed documents, the notice is deemed to have been received at the time indicated in the notice of arrival or at the time indicated in the e-mail.
- 12.2. If the forwarding of the notice has significant legal consequences, the notice must be sent digitally signed by a party with the right to sign. An informative message can also be sent by phone. A notice that does not have legal consequences is considered informative.
- 12.3. A written notice is deemed to have been received by a party if it is handed over against a signature or if the notice has been sent by registered mail by a post office to the address notified by the party and 5 calendar days have passed from the posting.
- 12.4. The customer's contact person(s) are:, telephone, e-mail: or his substitute;
- 12.5. The contact person(s) of the contractor are: ..., .., phone ... E-mail: or his substitute;
- 12.6. It is the competence of the contact persons to provide the other party with the necessary information and instructions within the limits of their competence, to give consent to the change of team member, to check the quality of the procurement contract performed, to transfer the object of the contract and to accept and sign the act.
- 12.7. If the contact person changes, a party shall immediately notify the other party in writing.

13. Final provisions

- 13.1. Disputes related to the framework agreement that the parties have not been able to resolve through negotiations will be submitted to Harju County Court for resolution.
- 13.2. Estonian law applies to the framework agreement. As this is a mixed type of contract, in addition to general contractual legal remedies, legal remedies arising from the law must also be taken into account, which are used on the basis of Chapter 35 or 36 of the Law of Obligations Act, depending on the nature of the violation..
- 13.3. In matters not regulated by the framework agreement or in a situation where a provision of the agreement is in conflict with the law, the legislation in force in the Republic of Estonia shall be taken into account.

14. Annexes that are not signed with the framework agreement

- 14.1. Annex 1 – Technical specifications;

- 14.2. Annex 2 – Draft procurement contract;
- 14.3. Annex 3 – Tenders.

15. Signatures of the parties

Contracting authority:

...

/digitally signed /

Contractors:

...

/digitally signed /

Draft procurement contract

Estonian Centre for International Development (hereinafter referred to as **the customer or contracting authority**), registry code 90015347, Tatari street 1, 10116 Tallinn, who is represented by a member of the management board Klen Jäärats

and

_____, (hereinafter referred to as **the contractor**), registrikood_____, address_____, represented by _____

hereinafter separately or jointly **the parties**, entered into this procurement contract (hereinafter referred to as the **contract**) on the basis of framework agreement no _____ in the following:

1. Subject-matter of the contract

- 1.1. The object of the contract is *the supplies/licenses/product support/_____ specified in the technical specifications of the procurement documents of the public procurement "_____" (reference number of the mini-competition _____) (hereinafter referred to as **the "supply"**)*.
- 1.2. *The contract is funded by project No ____ . The marking of the supply is based on _____.*

2. Conditions for performance of the contract

- 2.1. *The contractor hands over the supply every day, month, year, if necessary, with installation and configuration.*
 - 2.1.1. *The validity period of the licenses is _____ ;*
 - 2.1.2. *The support period is _____ ;*
 - 2.1.3. *_____ .*
- 2.2. *Supplies are handed over and accepted under the conditions agreed in the technical specifications and the framework agreement.*
- 2.3. *All the differences compared to the provisions of the framework agreement are entered here.*

3. Contract value

- 3.1. *The customer pays a total of _____ (cost in words) euros excluding VAT for the supplies ordered under the contract.*
- 3.2. *Supplies are handed over as follows:*
 - 3.2.1. *_____;*
 - 3.2.2. *_____.*
- 3.3. *The contractor has the right to submit an e-invoice after the supplies have been adopted by deed. The invoice must indicate the name of the public procurement, the reference number of the contract part, the procurement contract and framework agreement number and the details of the contact person.*
- 3.4. *The payment term of the invoice must be at least 14 calendar days from the receipt of the required invoice.*

4. Notices and contacts between the parties¹

- 4.1. The forwarding and delivery of notices is based on the regulation of the framework agreement.
- 4.2. The customer's contact person for the performance of the contract is the _____, phone _____, e-mail _____ or their substitute.
- 4.3. The contact person of the contractor in the performance of the contract is the _____, phone _____, e-mail _____ or their substitute.

5. Final provisions

- 5.1. The contract enters into force from the moment it is signed by the parties and is valid until the parties perform their contractual obligations.
- 5.2. The contract documents consist of the procurement documents of the public procurement, including the annexes to the contract, amendments to the contract and the tender.
- 5.3. The following documents are integral parts of the contract at the time of conclusion of the contract, which are not signed together with the procurement contract:
 - 5.3.1. Annex 1 - Technical specifications;
 - 5.3.2. Annex 2 – Tender;
 - 5.3.3. _____ .

6. Signatures of the parties

Contracting authority:

Contractor:

¹ To remove in a situation where the contact persons have not changed compared to the framework agreement.