

CONTRACT No _____

PUBLIC PROCUREMENT FOR THE LEASE OF A PASSENGER CAR

_____, 2026
Brussels

Contracting Authority – Permanent Representation of Lithuania to the European Union, institution code 188613242, registered at the address: Rue Belliard 41-43, 1040 Brussels, the Kingdom of Belgium, represented by _____, acting under the authority granted by applicable legislation,

and

Supplier – _____, company code _____, registered at the address: _____, represented by _____, acting under _____,

hereinafter jointly referred to in this public service procurement contract as the “Parties”, and each individually as a “Party”,

have concluded this public procurement contract for the lease of passenger car (hereinafter referred to as the “Contract”) and have agreed as follows:

1. SUBJECT OF THE CONTRACT

1.1. The Supplier undertakes, under the terms and conditions set out in the Contract, to lease to the Contracting Authority the passenger car (hereinafter – Car).

1.2. A detailed description of the Car and other requirements applicable to the supplied Car are set out in Annex No. 1 – “**Technical Specification**” (hereinafter – the Technical Specification) as well as in Annex No. 2 – “**Supplier’s Tender**” to the Contract (hereinafter – the Supplier's Tender).

1.3. The Supplier shall ensure that the Car complies fully with the requirements of the Technical Specification and the terms of the Supplier’s Tender, that it is of high quality, free from defects and fit for its intended purpose, and is supplied in a timely and proper manner, in a way that best serves the interests of the Contracting Authority, in line with generally accepted professional and technical standards and practices, using all necessary skills and knowledge. The Supplier shall be fully responsible for any deficiencies or failures to meet these requirements.

2. PRICE AND PRICING

2.1. This Contract is a fixed price Contract, under which the monthly lease rate for the Car is fixed for the entire duration of the Contract, while the total amount payable by the Contracting Authority depends on the actual lease period (36 months).

2.2. The Initial Contract Value is *(indicate the amount in figures)* EUR *(indicate the amount in words)* excluding value added tax (hereinafter – VAT). The Contract price is *(indicate the amount in figures)* EUR *(indicate the amount in words)* including VAT. Under this Contract, the Initial Contract Value shall be equal to the Supplier’s offered price excluding VAT, specified for the entire scope of the Car lease services set out in the procurement documents and in this Contract.

2.3. The fixed monthly rate indicated in the Supplier’s Tender is deemed to include all expenses, taxes, duties, fees, costs, risks and any other charges whatsoever of the Supplier related to the provision of the Car and the proper fulfilment of all obligations arising under this Contract.

2.4. The Car will be leased for the entire lease term specified in the Supplier's Tender and the Technical Specification at the monthly lease rate indicated in the Supplier's Tender.

3. VALIDITY AND PERFORMANCE OF THE CONTRACT

3.1. This Contract shall enter into force on the date of its signature by both Parties and shall remain in effect until the full performance of the Parties' contractual obligations or until its earlier termination on the grounds set out in this Contract or in accordance with the laws of the Republic of Lithuania.

3.2. The Car shall be provided for the period of 36 (thirty-six) months as specified in the Technical Specification, which shall form an integral part of the Contract.

3.3. Signatories:

3.3.1. Car Handover–Acceptance Certificate shall be signed on behalf of the Contracting Authority by (*specify position*), or, in their absence, by a duly authorised representative.

3.3.2. Car Handover–Acceptance Certificate shall be signed on behalf of the Supplier by (*specify position*), or, in their absence, by a duly authorised representative.

4. PAYMENT PROCEDURE

4.1. The Contracting Authority shall pay only the monthly lease fee for the Car on a monthly basis, in accordance with the procedure and time limits set out in this Section, upon receipt of a valid VAT invoice issued and submitted by the Supplier. The monthly lease fee shall be the only remuneration payable to the Supplier under this Contract.

4.2. The Contracting Authority shall pay for the Car actually leased under this Contract, applying a fixed monthly lease rate, within 30 (thirty) calendar days from the date of receipt of each VAT invoice. The Supplier shall issue and submit VAT invoices monthly. The deadline for submitting the VAT invoice to the Contracting Authority shall be no later than the 10th (tenth) day of the following month. If a VAT invoice is incorrect or incomplete, the payment period shall commence upon receipt of the corrected VAT invoice.

4.3. The Contracting Authority shall settle payments for the lease of the Car with the Supplier by bank transfer to the bank account specified in this Contract, within the time limits established in Clause 4.2.

4.4. Electronic VAT invoices that comply with the European standard on electronic invoicing shall be submitted by email to: office.eu@urm.lt.

4.5. If the Supplier submits a paper VAT invoice or provides a VAT invoice by any other means, such VAT invoice shall be deemed not properly submitted to the Contracting Authority, and the Contracting Authority shall have the right to refuse payment until a compliant VAT invoice is submitted.

5. OBLIGATIONS OF THE CONTRACTING PARTIES

5.1. Obligations of the Supplier:

5.1.1. To appoint a person responsible for the performance of this Contract, as specified in Clause 12.1 of the Contract.

5.1.2. To provide the Car to the Contracting Authority no later than four (4) months from the Effective Date of this Contract, but not earlier than 15th of August 2026.

5.1.3. The Supplier undertakes to provide Car lease services in strict compliance with the requirements of the Technical Specification, which constitute an integral part of this Contract, throughout the entire term of the Contract.

5.1.4. To process any personal data and other information obtained or learned during the performance of this Contract only to the extent strictly necessary for its performance and in full compliance with Regulation (EU) 2016/679 (GDPR) and other applicable data protection laws.

5.1.5. To ensure the strict confidentiality, security and protection of any information received from the Contracting Authority and not to use or disclose such information except as necessary for the proper performance of the Contract.

5.1.6. Not to use, refer to, or otherwise exploit the Contracting Authority's name, logo or trademarks without prior written consent.

5.1.7. To ensure that the Supplier and its personnel possess and maintain all required qualifications, permits, certifications and experience.

5.1.8. Upon written request, to return all documents, materials and data received from the Contracting Authority.

5.1.9. To provide clear and comprehensive user instructions for the Car.

5.1.10. To engage only approved subcontractors by the Contracting Authority and remain fully liable for their actions.

5.1.11. To inform the Contracting Authority about subcontractors and any changes thereto.

5.1.12. To submit VAT invoices electronically in accordance with Clause 4.4 of this Contract.

5.1.13. To keep records related to the performance of this Contract and provide them upon request.

5.1.14. Not to assign or transfer rights and obligations without prior written consent.

5.1.15. To duly fulfill all other obligations specified in the Contract and its Annexes.

5.2. Delivery, Use and Maintenance of the Car:

5.2.1. delivered physical handover to the Contracting Authority the signing of. The Car shall be deemed delivered to the Contracting Authority upon its physical handover to the Contracting Authority in Brussels and the signing of a handover–acceptance certificate. At the time of handover, the car keys and the registration documents shall be provided to the Contracting Authority. The Car shall be deemed returned upon its actual return to the Supplier in Brussels, as confirmed by a handover–acceptance certificate.

5.2.2. If, during the term of the Contract, the Car becomes unfit for use due to technical faults or other circumstances not attributable to the Contracting Authority, the Supplier shall immediately eliminate such faults and, no later than within 2 (two) business days, provide, at no additional cost, an equivalent replacement Car. The replacement Car shall be provided for the entire period during which the Car cannot be used. If the repair of the Car takes longer than 30 (thirty) calendar days, the Supplier shall replace the Car with another vehicle that fully complies with the requirements set out in the Technical Specification. All expenses incurred in eliminating the faults, as well as any other related costs, shall be borne by the Supplier.

5.2.3. All routine and non-routine maintenance, repairs of the leased Car, and all related costs shall be borne by the Supplier, except where damage arises due to the fault or improper use by the Contracting Authority.

5.3. Liability and Material Breach:

5.3.1. Supplier's failure to perform (including failure to perform on time) or improper performance of essential obligations under this Contract, including but not limited to the obligations specified in Clauses 5.1.2, 5.1.3 and 5.2.2 and 6.3 shall be deemed a material breach of the Contract if such failure to perform continues for more than 2 (two) business days or such improper performance continues for more than 14 (fourteen) business days, and is not remedied within the period specified in the Contracting Authority's written notice.

5.3.2. In case of a material breach of the Contract, the Contracting Authority shall be entitled to unilaterally terminate the Contract in accordance with the procedure set out in Clause 10.2 and/or apply other remedies provided for in this Contract. Termination of the Contract shall not relieve the Supplier from the obligation to compensate for damages.

5.4. Obligations of the Contracting Authority:

5.4.1. To pay the Supplier for the Car duly and timely provided, in accordance with the procedure and time limits set out in this Contract.

5.4.2. To appoint a person responsible for the performance of the Contract, as specified in Clause 12.1 of the Contract.

5.4.3. To use the Car in accordance with its intended purpose, the Technical Specification, applicable laws and regulations, and the instructions provided by the Supplier.

5.4.4. To ensure that the Car is operated only by duly licensed, competent, and authorized persons.

5.4.5. To promptly notify the Supplier in writing of any malfunction, damage, accident, theft, or other incident involving the Car and to cooperate fully in the handling of insurance claims and related procedures.

5.4.6. Not to carry out or authorize any repairs, modifications, or alterations to the Car without the Supplier's prior written consent, except where immediate action is necessary to prevent further damage or ensure safety.

5.4.7. To bear responsibility for any fines, penalties, tolls, parking charges, or other similar charges incurred due to the Contracting Authority's use of the Car during the lease period, unless such amounts result from circumstances attributable to the Supplier.

5.4.8. To make direct payments to subcontractors, where applicable. The procedure for such payments shall be established in a tripartite agreement concluded between the Contracting Authority, the Supplier, and the subcontractor(s).

5.4.9. To return the Car upon expiry or termination of the Contract in a proper condition suitable for further use, taking into account normal wear and tear.

5.4.10. To fulfill all other obligations specified in the Contract and its Annexes, acting in good faith and in cooperation with the Supplier, without prejudice to the Contracting Authority's rights under the Contract.

6. BASIS AND PROCEDURE FOR REPLACEMENT OF SUBCONTRACTORS

6.1. The Supplier shall not have the right to replace subcontractor(s) engaged for the performance of the Contract during the entire term of the Contract without the Contracting Authority's prior written consent. Any replacement of subcontractor(s) shall ensure continuity in the performance of the Contract without any negative impact on the quality or timing of the services. Subcontractor(s) may be replaced only in the following justified cases:

6.1.1. when the subcontractor(s) is declared bankrupt, is liquidated, or a similar situation arises under applicable law;

6.1.2. when, for objective reasons (such as termination of the legal relationship with the Supplier, the subcontractor's inability to perform, etc.), the subcontractor(s) can no longer participate in the performance of the Contract.

6.2. In order to replace a subcontractor, the Supplier must notify the Contracting Authority in writing at least 3 (three) business days in advance and obtain the Contracting Authority's prior written consent. The Supplier may proceed with the replacement only upon receiving such consent. The Contracting Authority shall have the right to refuse the proposed replacement on reasonable grounds.

6.3. If, during the performance of the Contract, the Supplier wishes to engage new subcontractors who were not indicated in the Supplier's Tender, it must inform the Contracting Authority in writing and provide, together with such notice, documents proving that the new subcontractors meet all qualification and compliance requirements (if such requirements were established). The Supplier shall not engage such new subcontractors without receiving the Contracting Authority's prior written consent.

6.4. Failure to comply with the procedure for replacement of subcontractors may be deemed a material breach of the Contract, which may constitute grounds for termination of the Contract in accordance with the procedure set out in Clause 10.2 of this Contract. In such a case, the Contracting Authority shall also have the right to require the removal of the subcontractor and prompt correction of any deficiencies or damages caused.

7. LIABILITY AND PENALTIES

7.1. If the Supplier delays delivery of the Car to the Contracting Authority within the time limit set out in Clause 5.1.2 of the Contract, or provides a car that does not comply with the Technical Specification or other contractual requirements, the Contracting Authority shall have the right to require, and the Supplier shall be obliged to pay, a penalty of 0.02% of the Contract price for each calendar day of delay or non-compliance.

7.2. If the Contracting Authority fails to comply with the payment deadlines set out in this Contract, the Supplier shall have the right to require and the Contracting Authority, upon receipt of Supplier's written request, shall be obliged to pay a penalty of 0.02% of the unpaid amount for each calendar day of delay, provided that the Supplier has duly fulfilled all its obligations.

7.3. If, during the performance of the Contract, the Contracting Authority identifies a material breach of the Contract and the Supplier fails to remedy such breach within the time limit specified by the Contracting Authority, the Contracting Authority shall be entitled to apply the remedies provided for in this Contract, including termination in accordance with Clause 10.2, and the Supplier shall compensate the Contracting Authority for damages incurred in accordance with applicable law.

7.4. Payment of penalties shall not release the Parties from their obligation to compensate for damages, nor from the obligation to continue performing their contractual obligations and remedy any deficiencies without delay.

8. FORCE MAJEURE

8.1. A Party shall not be deemed liable for the non-performance or partial non-performance of any of its obligations under this Contract, provided that the Party promptly notifies the other Party in writing and proves that such non-performance or partial non-performance was caused by circumstances beyond its control and which it could not reasonably have foreseen at the time of concluding the Contract, and that it could not have prevented the occurrence of such circumstances or their consequences (Force majeure circumstances).

8.2. Force majeure circumstances shall be understood as those specified in Article 6.212 of the Civil Code of the Republic of Lithuania and other applicable laws of the Republic of Lithuania. In the event of force majeure, the

Parties shall, in accordance with the procedure established by the laws of the Republic of Lithuania, be released from liability for non-performance, partial performance, or improper performance of their contractual obligations under this Contract, and the performance period shall be extended only to the extent objectively necessary.

8.3. A Party seeking to be released from liability shall notify the other Party in writing of the force majeure circumstances without delay, but no later than within 2 (two) business days from the occurrence or discovery of such circumstances, providing documents confirming the existence of such circumstances and evidence that it has taken all reasonable precautionary measures and made every effort to minimize expenses or negative consequences, as well as indicating the expected time for the performance of its obligations. Notification shall also be required when the grounds for non-performance cease to exist.

8.4. The grounds for release from liability shall arise from the moment the force majeure circumstances occur, or, if notification was not made in due time, from the moment such notification is provided. If the Party fails to send timely notice or does not provide documents confirming the existence of force majeure circumstances, it shall not be released from liability and shall compensate the other Party for any damage suffered as a result of the late notification or the absence of such notification.

9. AMENDMENTS TO THE CONTRACT

9.1. The terms and conditions of this Contract may be amended during its validity period only in the cases specified in this Contract or under Article 89 of the Law on Public Procurement of the Republic of Lithuania. Any amendment to the Contract shall be formalized in writing by means of an additional agreement signed by both Parties and shall enter into force upon signature by both Parties.

9.2. Either Party may initiate an amendment to the Contract by submitting to the other Party a corresponding request together with supporting documents proving that the conditions for making an amendment are met under this Contract or, where applicable, under Article 89 of the Law on Public Procurement of the Republic of Lithuania. The Party receiving such a request shall examine it within 20 (twenty) calendar days and provide a reasoned written response. In the event of a disagreement, the Parties shall seek to resolve it in good faith in accordance with applicable law.

9.3. Any verbal or implied arrangements between the Parties that have not been formalized in writing and duly signed by authorized representatives of both Parties shall be null and void and shall not create any legal effect.

10. TERMINATION OF THE CONTRACT

10.1. The Contract may be terminated at any time by mutual written agreement of the Parties.

10.2. The Contracting Authority may terminate the Contract unilaterally by giving the Supplier 10 (ten) calendar days' prior written notice if the Supplier commits a material breach of the Contract and fails to remedy such breach within the period specified by the Contracting Authority.

10.3. The Contracting Authority may terminate the Contract unilaterally by giving the Supplier 14 (fourteen) calendar days' prior written notice in the following cases:

10.3.1. when the Supplier fails to fulfill its contractual obligations and does not remedy such failure within an additional period set by the Contracting Authority, which shall not be shorter than 15 (fifteen) working days;

10.3.2. when the Supplier transfers the rights or obligations arising from this Contract to a third party without the Contracting Authority's prior written consent;

10.3.3. when the Supplier becomes bankrupt or is liquidated, suspends its business activities, or when a similar situation arises as provided for by law or other legal acts;

10.3.4. when the Supplier's organizational structure, legal status, nature, or management changes in a manner that affects the proper performance of the Contract, except where the Contract is amended accordingly to reflect such changes;

10.3.5. when, during the performance of the Contract, it becomes evident that the Supplier or the Car it provides are unreliable or pose a threat to national security or otherwise compromise the Contracting Authority's operational continuity or reputation.

10.4. Upon termination of the Contract pursuant to Clauses 10.2 and 10.3, the Supplier shall not be entitled to any compensations arising out of or in connection with the termination of the Contract.

10.5. The Supplier may terminate the Contract by giving the Contracting Authority 14 (fourteen) calendar days' prior written notice if, due to its own fault, the Contracting Authority fails to fulfill its contractual obligations for more than 14 (fourteen) calendar days and fails to remedy such failure within an additional reasonable period set by the Supplier, not shorter than 15 (fifteen) calendar days.

10.6. Upon termination of the Contract, the Contracting Authority shall, as soon as reasonably possible, prepare a report indicating the Supplier's outstanding debt to the Contracting Authority and the Contracting Authority's debt to the Supplier as of the date of termination.

10.7. Upon termination or expiry of the Contract, the provisions relating to liability and settlements between the Parties under this Contract, warranty obligations, confidentiality, data protection, and any other provisions expressly stated in the Contract to survive termination, or which must remain in force to ensure the complete fulfillment of this Contract, shall remain valid.

10.8. If the Contract is terminated at the initiative of the Contracting Authority due to the Supplier's fault, any losses or expenses incurred by the Contracting Authority shall be primarily recovered by deducting them from the amounts payable to the Supplier.

11. DISPUTE RESOLUTION PROCEDURE

11.1. This Contract, as well as all rights and obligations arising from it, shall be governed by the laws and other regulatory legal acts of the Republic of Lithuania. The Contract is concluded and shall be interpreted in accordance with the law of the Republic of Lithuania.

11.2. Any disagreements or disputes arising between the Parties in connection with this Contract shall be settled through negotiations. If the dispute cannot be resolved through negotiations within 30 (thirty) calendar days from the start of negotiations, any disputes, disagreements, or claims arising out of or in connection with this Contract, its breach, termination, or validity shall be settled in the competent court of the Republic of Lithuania having jurisdiction over the registered office of the Ministry of Foreign Affairs of the Republic of Lithuania.

12. PERSONS RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACT AND OTHER FINAL PROVISIONS

12.1. Persons responsible for the performance of the Contract:

	Contracting Authority's Representatives	Supplier's Representatives
Name, Surname		
Address		
Telephone		
Email		

12.2. If a Party's address and/or other contact details change, that Party must notify the other Party no later than within 2 (two) business days. A Party that fails to comply with this requirement may not rely on the fact that the other Party's actions or notices do not comply with the terms of the Contract if such actions or notices were performed or sent using the latest contact details known to the other Party.

12.3. The Supplier shall not assign or transfer all or part of its obligations under this Contract to any third party without the prior written consent of the Contracting Authority.

12.4. This Contract has been read and understood by the Parties, and its authenticity is confirmed by the signatures of duly authorized representatives of both Parties.

12.5. This Contract is executed in the English language — in 1 (one) counterpart if signed with a qualified electronic signature recognized under EU law, or in 2 (two) counterparts if signed manually and sealed by the Parties (if the obligation to use a seal is established by the Parties' founding documents or by law).

12.6. The annexes to the Contract constitute an integral and inseparable part thereof. The annexes are listed in the following order of precedence:

12.6.1. Annex No. XX – Technical Specification, 3 pages;

12.6.2. Annex No. XX – Supplier's Tender, XX pages;

12.6.3. Annex No. XX – “Form of car Handover–Acceptance Certificate”, 1 page.

13. DETAILS OF THE PARTIES

Contracting Authority

Permanent Representation of Lithuania to the European Union

Institution code:

VAT payer code:

Address:

Telephone:

Email address:

Financial institution / bank details:

Account No.:

Name of financial institution:

Financial institution code:

(Position, name, surname)

(Signature)

(Seal)

(Date)

SUPPLIER

[indicate representative's position, name, and surname]

Company code:

VAT payer code:

Address:

Telephone:

Email address:

Account No.:

Name of financial institution:

Financial institution code:

(Position, name, surname)

(Signature)

(Seal)

(Date)

FORM OF CAR HANDOVER–ACCEPTANCE CERTIFICATE

Certificate Date	2026- -	Certificate No.	
Contract Title			
Contract Date	2026- -	Contract No.	
Contracting Authority	Permanent Representation of Lithuania to the European Union		
Contractor			
Transferred car			
Defects and notes			

Signatures of the Parties' Representatives**Contracting Authority:** _____**Contractor:** _____

(Signature, name, position, date)