

CONTRACT No _____

PUBLIC PROCUREMENT FOR THE PURCHASE OF 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 procurement contract as the “Parties”, and each individually as a “Party”,

have concluded this public procurement contract for the purchase 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 sell and deliver to the Contracting Authority the passenger car specified in the Technical Specification of the procurement (hereinafter – the “Car”).

1.2. A detailed description of the Car and other requirements applicable to the supplied Car are set out in the following Annexes: Annex No. 1 – “Technical Specification” (hereinafter – the “Technical Specification”), and Annex No. 2 – “Supplier’s Offer” (hereinafter – the “Supplier’s Offer”).

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 Offer, is of high quality, free from defects, and fit for its intended purpose, and is delivered in a timely and proper manner, in accordance with generally accepted professional and technical standards and practices. 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.

2.2. The Initial Contract Value is (*amount in figures*) EUR (*amount in words*) excluding value added tax (hereinafter – VAT). The Contract Price is (*amount in figures*) EUR (*amount in words*) including VAT. For the purposes of this Contract, the Initial Contract Value shall be equal to the Supplier’s tender price excluding VAT for the passenger car specified in the procurement documents and this Contract.

2.3. It shall be deemed that the Contract price includes all costs incurred by the Supplier in connection with the delivery of the Car, including all additional equipment, as well as the proper performance of other obligations of the Supplier under this Contract, including taxes, customs duties, transportation and any other expenses incurred by the Supplier in the performance of its contractual obligations.

2.4. Payment shall be made within 30 (thirty) calendar days after the Parties have signed the Delivery and Acceptance Certificate confirming that the Car complies with the requirements of the Contract and the Technical Specification and after receipt of a correct invoice. If the Delivery and Acceptance Certificate contains reservations, payment shall be made only after the identified defects have been remedied.

2.5. The delivery and acceptance of the Car shall be formalized by a Delivery and Acceptance Certificate signed by the authorized representatives of the Supplier and the Contracting Authority. A detailed procedure for the delivery and acceptance of the Car is set out in Section 3 of this Contract.

2.6. Invoices shall be submitted only by electronic means. Electronic invoices complying with the European standard on electronic invoicing, the reference to which was published in Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (OJ 2017 L 266, p. 19) (hereinafter – the European standard on electronic invoicing), shall be submitted via the general information system for invoice administration (SABIS) and/or by email: office.eu@urm.lt.

2.7. The Contracting Authority shall pay the Supplier for the Car by bank transfer to the bank account indicated by the Supplier.

2.8. The price of the Car may be adjusted only in the event of a change in the VAT rate. The price of the Car shall be adjusted in accordance with the following provisions:

2.8.1. In the event of a change in VAT, the price of the Car shall be adjusted accordingly within a reasonable period at the initiative of either Party;

2.8.2. The price of the Car shall be adjusted in the same proportion as the change in VAT;

2.8.3. This procedure shall apply both in increasing the price of the Car where the tax rate increases and in decreasing it where the tax rate is reduced.

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 Supplier shall deliver and transfer the Car to the Contracting Authority, and the Contracting Authority shall accept the Car, provided that it has been delivered in a timely and proper manner, is of proper quality, and complies with the requirements of the Contract, the Technical Specification, and the Supplier's Offer.

3.3. Until the handover of the Car to the Contracting Authority, as evidenced by the Delivery and Acceptance Certificate signed by both Parties, all risk of accidental loss of or damage to the Car shall remain with the Supplier.

3.4. The Car shall be deemed delivered to the Contracting Authority upon its physical handover to the Contracting Authority in Brussels (Belgium) and the signing of a Delivery and Acceptance Certificate. Upon handover of the Car, the Supplier shall provide the Contracting Authority with the Car together with all additional equipment specified in the Technical Specification, all car keys, the registration documents, the user manual(s), the manufacturer's warranty documents, and any other documents necessary for the proper use of the Car.

3.5. The Delivery and Acceptance Certificate shall be prepared by the Contracting Authority in accordance with Annex No. 3 to this Contract and signed in 2 (two) counterparts of equal legal validity (except where the Delivery and Acceptance Certificate is signed with a qualified electronic signature), one for each Party.

3.6. Upon delivery of the Car by the Supplier, the Contracting Authority shall inspect it and shall:

3.6.1. Being satisfied that the Car fully complies with the requirements set out in the Contract and its Annexes, no later than within 5 (five) working days from the actual delivery of the Car, accept the Car by signing the Delivery and Acceptance Certificate; or

3.6.2. Accept the Car with reservations by signing the Delivery and Acceptance Certificate within five (5) working days, indicating the defects and/or deficiencies of the Car, additional equipment, or documents submitted by the Supplier and the time limit within which they must be remedied; or

3.6.3. Within five (5) working days, refuse to accept the Car as being of poor quality and/or not complying with the requirements of the Contract, the Technical Specification, or the Supplier's offer, and issue a Defects Report to the Supplier.

3.7. The Supplier shall, at its own expense, take back the Car that is not accepted by the Contracting Authority due to non-compliance with the requirements of the Contract, the Technical Specification, or the Supplier's offer, and/or being of poor quality, within five (5) working days.

3.8. If non-material defects or deficiencies of the Car or additional equipment are identified which do not prevent the Contracting Authority from using the Car for its intended purpose, the Contracting Authority may, at its discretion, accept the Car with reservations, draw up a Delivery and Acceptance Certificate, and set reasonable time limits for the Supplier to remedy the defects. The Supplier shall, at its own expense, remedy the defects within the reasonable time limits set by the Contracting Authority. If the Supplier fails to remedy defects and deficiencies within the specified deadline, it shall pay liquidated damages for delay as set out in Clause 7.4 of the Contract for each calendar day of delay.

3.9. The Delivery and Acceptance Certificate shall be signed on behalf of the Contracting Authority by */specify the person and their position/*, or, in their absence, by their deputy.

3.10. The Delivery and Acceptance Certificate shall be signed on behalf of the Supplier by */specify the person and their position/*, or, in their absence, by their deputy.

3.11. Upon the handover of the Car and signature of the Delivery and Acceptance Certificate by both Parties, the risk of accidental loss of the Car shall pass to the Contracting Authority.

4. SUPPLIER'S WARRANTY OBLIGATIONS

4.1. The manufacturer warranty period applicable to the Car is specified in Technical Specification. The warranty period shall commence on the date of signing the Delivery and Acceptance Certificate for the delivered Car.

4.2. The manufacturer warranty periods shall be suspended for the period during which the Contracting Authority is unable to properly use the Car due to defects in the Car for which the Supplier is responsible.

4.3. The manufacturer's warranty shall be provided in accordance with the manufacturer's warranty terms and conditions.

4.4. The Supplier ensure that the Contracting Authority shall be able to perform warranty repairs and maintenance of the Vehicle in authorized manufacturer centers located in the European Union.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT

5.1. The Supplier undertakes to:

5.1.1. Deliver the Car within 4 (four) months from the effective date of this Contract, in accordance with the procedure set out herein;

5.1.2. Ensure that the delivered Car fully complies with the requirements of this Contract, Technical Specification and Supplier's Offer;

5.1.3. Cooperate with the Contracting Authority throughout the performance of the Contract and immediately inform the Contracting Authority in writing of any circumstances that prevent or may prevent the Supplier from completing the delivery of the Car within the established deadlines or that may affect the quality of the supplied Car;

5.1.4. The Supplier shall notify the Contracting Authority in writing of the planned delivery date no later than 10 (ten) working days before the planned delivery of the Car;

5.1.5. Ensure the confidentiality and protection of information received from the Contracting Authority during the performance of the Contract and related to the execution of the Contract;

5.1.6. Not use the Contracting Authority's trademarks, name or logo in any advertising, publications, or elsewhere without the Contracting Authority's prior written consent;

5.1.7. Where the Supplier is required to prepare and/or provide the Contracting Authority with instructions for the use of the Car, ensure that such instructions are clear and detailed so that the Contracting Authority may properly use the supplied Car in accordance therewith;

5.1.8. Engage only those subcontractors specified in the Tender, if subcontractors are used in the performance of the Contract: [/to be specified/](#); as well as those subcontractors that are replaced or newly engaged during the performance of the Contract in accordance with the requirements of this Contract;

5.1.9. After conclusion of the Contract, but no later than the commencement of its performance, provide the Contracting Authority with the names, contact details, and representatives of the subcontractors known at that time and notify the Contracting Authority of any subsequent changes. Replacement of existing subcontractors or engagement of new subcontractors shall be carried out in accordance with Section 6 of this Contract.

5.1.10. During the performance of the Contract, submit VAT invoices, invoices, credit notes, and debit notes in accordance with the procedure established in Clause 2.6 of the Contract;

5.1.11. Not assign obligations assumed under the Contract to third parties without the Contracting Authority's written consent and, in any event, remain liable for all obligations assumed under the Contract regardless of whether third parties are engaged in the performance of the Contract;

5.1.12. Process data necessary for the implementation of the Contract in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

5.1.13. Ensure that the Car is not the subject of any pending or ongoing court proceedings, is not pledged, is not subject to any seizure (attachment) or other restriction on disposal, and that no third parties have any rights to the Car;

5.1.14. Not assign, transfer or otherwise delegate any of its obligations under the Contract to any third party without the prior written consent of the Contracting Authority and, in any event, remain fully liable for the performance of all obligations under the Contract, regardless of whether any third party is engaged to perform any part of the Contract;

5.1.15. Duly perform all other obligations established in the Contract and in the applicable legal acts of the Republic of Lithuania.

5.2. The Supplier shall have the right to:

5.2.1. Receive payment of the Contract Price for the duly and timely delivered Car that complies with the requirements of the Contract and the Technical Specification;

5.2.2. Obtain all information necessary for the proper performance of the Contract;

5.2.3. If the Contracting Authority exercises the right to direct payment to subcontractors established in Clause 5.4.1. of the Contract, the Supplier shall have the right to object to unjustified payments to subcontractors;

5.2.4. The Supplier shall also have all other rights provided for in this Contract and the applicable legal acts of the Republic of Lithuania.

5.3. The Contracting Authority undertakes to:

5.3.1. Timely accept from the Supplier the properly and timely delivered Car complying with the requirements of the Contract and the Technical Specification, and to make payment for it in accordance with the procedure and terms set forth in this Contract;

5.3.2. Immediately notify the Supplier of any breach of the Contract once such breach has been identified;

5.3.3. Provide the Supplier with all necessary information and documents in its possession required for the supply of the Car.

5.4. The Contracting Authority shall have the right to:

5.4.1. Make direct payments to subcontractors. The procedure for such payments shall be established in a tripartite agreement concluded between the Contracting Authority, the Supplier, and its subcontractor(s);

5.4.2. Request that the Supplier provide all documents evidencing that the Car complies with the Contract and Technical Specification.

5.4.3. Not accept any Car that has quality defects, or that does not comply with the requirements of the Contract, the Technical Specification, or the Supplier's offer, or is not delivered in accordance with the requirements set out in the Contract.

5.4.4. The Contracting Authority shall have all other rights set forth in this Contract and under the applicable laws of the Republic of Lithuania.

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 and shall not have any negative impact on the timely delivery of the Car or compliance with the requirements of this Contract:

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 Offer, 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 the replacement of subcontractors may be deemed a material breach of the Contract and may constitute grounds for termination of the Contract in accordance with the provisions of this Contract and applicable legal acts.

7. LIABILITY AND PENALTIES

7.1. The liability of the Parties shall be determined in accordance with the applicable legal acts of the Republic of Lithuania and this Contract. The Parties undertake to properly perform their obligations assumed under this Contract and to refrain from any actions that could cause damage to the other Party or impede the performance of the obligations assumed by the other Party.

7.2. 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 but not limited to termination in accordance with Clause 10.2.

7.3. If the Supplier commits a material breach of the Contract, or if the Contract is terminated due to the Supplier's fault, the Contracting Authority shall be entitled to claim a penalty equal to 5% of the Contract Price excluding VAT.

7.4. If the Supplier delays the delivery of the Car or the rectification of defects or deficiencies, the Supplier shall pay the Contracting Authority liquidated damages for delay at the rate of 0.02% of the Contract Price excluding VAT for each calendar day of delay.

7.5. If the Contracting Authority fails to comply with the payment deadlines, it shall pay the Supplier liquidated damages for delay calculated at 0.02% of the unpaid amount excluding VAT for each calendar day of delay, provided that the Supplier has duly fulfilled all its obligations.

7.6. If the Supplier fails to deliver the Car within 30 days after the expiry of the delivery term specified in the Contract, this shall be deemed a material breach of the Contract.

7.7. 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.

7.8. The Contracting Authority shall have the right to deduct the amount of accrued penalties from its monetary obligations to the Supplier.

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, without any obligation to compensate the Supplier for any losses, damages or other costs arising out of or in connection with such termination.
- 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, without any obligation to compensate the Supplier for any losses, damages or other costs arising out of or in connection with such termination:
- 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. The Supplier may terminate the Contract by giving the Contracting Authority 14 (fourteen) calendar days' prior written notice if, due to the Contracting Authority's fault, the Contracting Authority fails to fulfil its contractual obligations for more than 14 (fourteen) calendar days, without any obligation to compensate the Contracting Authority for any losses, damages, or other costs arising out of or in connection with such termination.
- 10.5. Upon termination of the Contract, the Contracting Authority shall, as soon as reasonably possible, confirm the value of the Car provided and 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.
- 10.6. 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.
- 10.7. 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. 1 – Technical Specification, 3 pages;

12.6.2. Annex No. 2 – Supplier's Offer, XX pages;

12.6.3. Annex No. 3 – Delivery and 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.:

Supplier

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

Company code:

VAT payer code:

Address:

Telephone:

Email address:

Account No.:

Contracting Authority

Name of financial institution:

Financial institution code:

(Position, name, surname)

(Signature) (Seal)

(Date)

Supplier

Name of financial institution:

Financial institution code:

(Position, name, surname)

(Signature) (Seal)

(Date)

FORM OF CAR DELIVERY AND 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 or notes			

Signatures of the Parties' Representatives

Contracting Authority: _____
 (Signature, name, position, date)

Supplier: _____
 (Signature, name, position, date)