

PUBLIC PROCUREMENT PRELIMINARY CONTRACT FOR LOT [ENTER PROCUREMENT LOT] OF THE PUBLIC PROCUREMENT PROCEDURE FOR CATERING AND EVENT HOSPITALITY SERVICES

No. _____

Brussels, _____ 2026

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

and

Supplier – _____, company code _____, having its registered office at _____, represented by _____, acting pursuant to _____, hereinafter jointly referred to as the **Parties** and each individually as a **Party**,

have concluded this public procurement Preliminary Contract for LOT [ENTER PROCUREMENT LOT] of the public procurement procedure for **Catering and event hospitality services** (hereinafter referred to as the “Preliminary Contract”) on the following terms and conditions:

1. TERMS AND DEFINITIONS

1.1. **Description** – The description of the simplified public procurement procedure approved by the Order No. V-809/V-188 of the Minister of National Defence of the Republic of Lithuania and the Minister of Foreign Affairs of the Republic of Lithuania of 31 August 2017, applicable to the diplomatic missions of the Republic of Lithuania in foreign countries, the representations of the Republic of Lithuania to international organizations, consular institutions and special missions, as well as other contracting authorities that purchase goods, services or works abroad intended for their structural units abroad, Lithuanian diplomatic missions abroad, Lithuanian representations to international organizations, consular institutions and special missions, military representatives or special attachés, or intended for development cooperation and other projects implemented abroad.

1.2. **LPP** – the Law on Public Procurement of the Republic of Lithuania.

1.3. **Procurement** - public procurement conducted by a contracting authority for the purpose of purchasing services.

1.4. **Services** – the services covered by LOT [ENTER PROCUREMENT LOT] of the Procurement, as specified in Annex 1 (Technical Specification), and for the purpose of which Contracts may be entered into on the basis of the Preliminary Contract

1.5. **Supplier** – the successful tenderer that has concluded this Preliminary Contract with the Contracting Authority.

1.6. **Preliminary Contract** – establishing the terms and conditions governing the conclusion of Contract during its period of validity.

1.7. **Contract** – a public procurement contract concluded pursuant to this Preliminary Contract for the provision of the Services.

1.8. **VAT** – Value Added Tax.

1.9. **Refusal to Enter into the Agreement** – Supplier to whom an offer to enter into the Contract, in writing, has been offered:

1.9.1. refuses in writing to enter into the Contract;

1.9.2. fails to sign the Contract within the time limit specified in Clause 3.8 of this Preliminary Contract;

1.9.3. refuses to enter into the Contract under the conditions laid down in the Description, the Procurement Documents and this Preliminary Contract.

1.10. Any other terms used in this Preliminary Contract shall have the meanings assigned to them in the Description, LPP and other legal acts governing public procurement.

2. SUBJECT MATTER OF THE PRELIMINARY CONTRACT

2.1. The subject matter of this Preliminary Contract is to establish the terms and conditions governing the conclusion of Contract.

2.2. The method for determining the price of Contracts concluded on the basis of a Preliminary Contract is a fixed rate.

3. CONCLUSION OF CONTRACT

3.1. The following order of priority of the successful Suppliers is established under this Preliminary Contract (up to three Suppliers):

(delete if not applicable)

3.1.1. _____, legal entity code _____, registered office at _____ (hereinafter – the **First-ranked Supplier**);

3.1.2. _____, legal entity code _____, registered office at _____ (hereinafter – the **Second-ranked Supplier**);

3.1.3. _____, legal entity code _____, registered office at _____ (hereinafter – the **Third-ranked Supplier**).

3.2. The order of priority referred to in Clause 3.1 has been established in descending order of the economic advantage of the tenders as determined during the Procurement procedure.

3.3. Contract shall be concluded under this Preliminary Contract without reopening competition, in accordance with the Description and the Procurement Documents, under the following conditions:

3.3.1. The Contracting Authority shall first invite the First-ranked Supplier to enter into a Contract.

3.3.2. The Contracting Authority shall invite the Second-ranked Supplier to enter into a Contract where at least one of the following circumstances applies:

3.3.2.1. the First-ranked Supplier refuses to enter into a Contract, or a Contract cannot be concluded due to circumstances attributable to the First-ranked Supplier;

3.3.2.2. the Contract concluded with the First-ranked Supplier is terminated;

3.3.3. The Contracting Authority shall invite the Third-ranked Supplier to enter into a Contract where at least one of the following circumstances applies:

3.3.3.1. the Second-ranked Supplier refuses to enter into a Contract, or a Contract cannot be concluded due to circumstances attributable to the Second-ranked Supplier;

3.3.3.2. the Contract concluded with the Second-ranked Supplier is terminated.

3.4. A Contract may only be concluded during the validity period of this Preliminary Contract. Only one Contract may be in force at a time. New Contract may be concluded only if the existing Contract has been terminated.

3.5. Each Contract shall remain in force until all contractual obligations have been fully performed. The term for the provision of Services specified in the Contract to be concluded may not exceed 12 (twelve) months from the date of conclusion of the Contract. The total term of services provision for all Contracts concluded on the basis of the Preliminary contract may not exceed 12 (twelve) months from the effective date of the first Contract. The total (aggregate) value of the Services provided under all Contracts concluded under this Preliminary Contract shall not exceed the maximum amount allocated for the Procurement, namely EUR ____ (_____) excluding VAT. When concluding a new Contract, the maximum amount allocated for the Procurement shall be reduced by the value of the Services already performed under previously concluded Contracts.

3.6. When concluding a Contract, neither the Supplier's tender price (service fees/unit prices) nor the procurement conditions set out in the Procurement Documents and this Preliminary Contract may be amended, except in the cases expressly provided for in the Contract, Procurement Documents or this Preliminary Contract. The unit prices specified in the Contract shall be indexed only in the cases and in accordance with the procedure laid down therein.

3.7. For the purpose of concluding a Contract, the Contracting Authority shall prepare and sign the Contract in accordance with **Annex 3 (Draft Contract)** to this Preliminary Contract. The Contract shall be prepared in two originals or signed electronically, as applicable, and shall be sent to the Supplier together with a written invitation to conclude the Contract.

3.8. Upon receipt of the Contract signed by the Contracting Authority, the Supplier shall sign the Contract and return one original thereof to the Contracting Authority or, where the Contract is signed electronically, countersign and return it electronically, within the time limit specified by the Contracting Authority, which shall not be less than 3 (three) working days from the date on which the signed Contract was sent to the Supplier.

4. AMENDMENTS TO THE PRELIMINARY CONTRACT

4.1. The terms and conditions of this Preliminary Contract may be amended during its term in the cases and in accordance with the procedure set out in this Preliminary Contract, the Description and the Law. During the term of this Preliminary Contract, the Party initiating an amendment shall submit to the other Party a written request specifying the proposed amendments, together with copies of the documents, explanations and supporting evidence substantiating the circumstances referred to in the request. The other Party shall provide a reasoned written response within 10 (ten) working days of receipt of such request. Any amendment to this Preliminary Contract shall be valid only if made in writing and signed by the duly authorised representatives of the Parties.

4.2. Any amendment to this Preliminary Contract shall require the consent of all Suppliers referred to in Clause 3.1 of this Preliminary Contract. An identical amendment agreement shall be concluded with each such Supplier.

5. ENTRY INTO FORCE, DURATION AND TERMINATION OF THE PRELIMINARY CONTRACT

5.1. This Preliminary Contract shall enter into force on the date of its conclusion and shall remain valid for a period specified in Section 3.5 of the Preliminary Contract, unless terminated earlier in accordance with the provisions of this Preliminary Contract.

5.2. This Preliminary Contract shall be deemed to have been concluded on the date on which it has been signed by both Parties.

5.3. The Supplier may terminate this Preliminary Contract by giving the Contracting Authority 30 (thirty) calendar days' prior written notice if the Contracting Authority fails to perform its obligations under this Preliminary Contract and, within 10 (ten) calendar days from the date on which the written notice specifying the unperformed obligations was sent, fails to fulfil those obligations or is no longer able to fulfil them.

5.4. The Contracting Authority may terminate this Preliminary Contract by giving the Supplier 30 (thirty) calendar days' prior written notice if:

5.4.1. the Supplier or any person employed by or acting on behalf of the Supplier breaches the provisions of Clause 11.4 of this Preliminary Contract, or the Supplier or any person employed by or acting on behalf of the Supplier commits a corruption-related criminal offence (as defined in the Law on the Prevention of Corruption of the Republic of Lithuania) in the performance of this Preliminary Contract or any Contract;

5.4.2. the Supplier fails to perform its obligations under this Preliminary Contract and, within 10 (ten) calendar days from the date on which the written notice specifying the unperformed obligations was sent to the Supplier, fails to fulfil those obligations or is no longer able to fulfil them;

5.4.3. the Preliminary Contract was amended in breach of Article 89 of the Law;

5.5. The Contracting Authority shall have the right to terminate this Preliminary Contract by giving the Supplier 14 (fourteen) calendar days' prior written notice, without prejudice to any other remedies available to it, where the Supplier is being liquidated, has suspended its business activities, is subject to insolvency or bankruptcy proceedings, or any analogous situation arises under the applicable legislation, or where the Supplier's organisational structure, legal status, nature or management structure changes and such changes may affect the proper performance of this Preliminary Contract. The Supplier shall immediately, but no later than within 5 (five) working days, notify the Contracting Authority in writing of the commencement of any such proceedings and/or any changes to its organisational structure.

5.6. The Contracting Authority may terminate this Preliminary Contract without prior notice if:

5.6.1. the Supplier refuses to enter into a Contract or a Contract cannot be concluded due to circumstances attributable to the Supplier;

5.6.2. a Contract concluded with the Supplier is terminated due to the Supplier's fault;

5.6.3. the aggregate value of all Contracts concluded under this Preliminary Contract reaches the maximum amount allocated for the Procurement, as specified in Clause 3.5 of this Preliminary Contract;

5.6.4. it is established that the Supplier fails to comply with any qualification requirement established in the Procurement Documents which, by its nature or under the Procurement Documents, must continue to be satisfied during the performance of the Preliminary Contract and/or a Contract concluded thereunder.

5.7. This Preliminary Contract may also be terminated by mutual written agreement of the Parties, provided that there are no grounds requiring unilateral termination due to a breach of obligations by either Party.

6. LIABILITY

6.1. The Parties shall perform their obligations under this Preliminary Contract in good faith, with due care and diligence, and in a spirit of cooperation. Each Party shall be liable for the direct losses suffered by the other Party as a result of its failure to perform or improper performance of its obligations under this Preliminary Contract.

6.2. Neither Party shall be liable to the other Party for any indirect or consequential loss, including loss of profit, loss of revenue or damage to reputation.

7. FORCE MAJEURE

7.1. Neither Party shall be liable for any failure to perform its obligations under this Preliminary Contract where such failure is caused by force majeure circumstances as defined in the Civil Code of the Republic of Lithuania and the Resolution of the Government of the Republic of Lithuania No. 840 of 15 July 1996 approving the Rules on Exemption from Liability in Cases of Force Majeure.

7.2. A Party that is unable to perform its contractual obligations due to force majeure circumstances shall notify the other Party thereof in writing as soon as reasonably practicable, but no later than within 3 (three) working days from the date on which such circumstances became known to that Party. A Party that fails to comply with this time limit shall be released from liability only from the moment when the other Party receives its notice of the force majeure circumstances.

7.3. A Party invoking force majeure circumstances shall substantiate such circumstances in accordance with the procedure established by the applicable legislation.

7.4. If, due to force majeure circumstances, either Party is unable to perform its contractual obligations for a period exceeding 30 (thirty) calendar days, the other Party shall have the right to terminate this Preliminary Contract by written notice, provided that it has fully settled payment for everything actually received under this Preliminary Contract.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1. This Preliminary Contract shall be governed by, construed and performed in accordance with the laws of the Republic of Lithuania.

8.2. Any dispute, disagreement or claim arising out of or in connection with this Preliminary Contract shall first be settled through negotiations between the Parties. If the Parties fail to reach an agreement within 30 (thirty) calendar days from the date on which one Party receives the other Party's written notice requesting the commencement of negotiations, the dispute shall be referred to the competent court of the Republic of Lithuania having jurisdiction according to the registered office of the Ministry of Foreign Affairs of the Republic of Lithuania.

9. CONFIDENTIALITY

9.1. Confidential Information shall mean all information relating to this Preliminary Contract, any Contract and their performance, regardless of the manner, form or medium in which such information is provided, the disclosure of which may cause pecuniary or non-pecuniary damage to the Contracting Authority, the Supplier or the interests of third parties and/or the disclosure of which is not desired by the Parties to this Preliminary Contract, except for the information referred to in Clauses 9.3 of this Preliminary Contract.

9.2. The Contracting Authority and the Supplier shall ensure that:

9.2.1. their employees or other persons engaged by them use the Confidential Information solely for the purposes of performing this Preliminary Contract and the Contract;

9.2.2. their employees or other persons engaged by them do not disclose any Confidential Information to any third party for the purposes of performing this Preliminary Contract and any Contract without the prior written consent of the Party that disclosed such Confidential Information;

9.2.3. they take all necessary precautions to ensure that no Confidential Information is disclosed (except in the cases referred to above) or used for any purpose other than by their employees or officials in the performance of this Preliminary Contract and any Contract.

9.3. The following information shall not be regarded as Confidential Information:

9.3.1. information that is or becomes publicly available, except where this occurs as a result of a breach of the provisions of this Clause;

9.3.2. information disclosed for the purpose of making it publicly available where such disclosure is necessary for the performance of this Preliminary Contract or any Contract;

9.3.3. information that is lawfully in the possession of the receiving Party without any restriction on its disclosure;

9.3.4. information lawfully obtained from third parties without any restriction on its disclosure;

9.3.5. information that must be disclosed pursuant to applicable laws or other legal acts;

9.3.6. information referred to in Article 20(2)(1)-(4) of the Law.

10. SUBCONTRACTING

10.1. For the performance of a Contract, the Supplier may engage subcontractors identified in Annex 2 (Supplier's Tender) to this Preliminary Contract.

10.2. Any replacement of a subcontractor during the performance of a Contract shall be made in accordance with the terms and conditions set out in the Contract.

11. FINAL PROVISIONS

11.1. This Preliminary Contract has been read and understood by the Parties, and its authenticity is confirmed by the signatures of the duly authorised representatives of the Parties.

11.2. The Parties shall notify each other of any change of their address, email or other contact details no later than within 2 (two) working days of such change. A Party that fails to comply with this requirement shall not be entitled to raise any claim or objection on the grounds that any action taken by the other Party on the basis of the latest contact details known to it does not comply with the terms of this Preliminary Contract or that it did not receive any notice sent using such contact details.

11.3. The Parties agree that all correspondence between them shall be conducted in the English language. Any notices, consents or other communications which either Party may give to the other Party under this Preliminary Contract shall be deemed valid and duly served if delivered personally against acknowledgement of receipt or sent by registered mail or electronic mail to the addresses specified in this Preliminary Contract or to any other address notified by either Party.

11.4. The Supplier shall not offer, give or agree to give any gift or monetary payment to any employee, official or other person acting on behalf of the Contracting Authority as an inducement or reward for performing, refraining from performing, or having performed or refrained from performing any act.

11.5. Any matters not expressly governed by this Preliminary Contract shall be governed by the Civil Code of the Republic of Lithuania and other applicable legal acts of the Republic of Lithuania.

11.6. The Contracting Authority's contact person responsible for the performance of this Preliminary Contract and for the publication of this Preliminary Contract and any amendments thereto shall be: *(department, position, name, surname, e-mail address, telephone number)*.

11.7. The Supplier's contact person responsible for the performance of this Preliminary Contract shall be: *(department, position, name, surname, e-mail address, telephone number)*.

11.8. This Preliminary Contract has been executed in two original counterparts of equal legal force, one for each Party. Where this Preliminary Contract is signed electronically, each Party shall receive an electronically signed counterpart of equal legal force.

12. ANNEXES

12.1. This Preliminary Contract and its Annexes constitute an integral whole. The following Annexes form an integral part of this Preliminary Contract:

12.1.1. Annex 1 – Technical Specification;

12.1.2. Annex 2 – Supplier's Tender;

12.1.3. Annex 3 – Draft Contract for Catering and Event Hospitality Services.

13. DETAILS AND SIGNATURES 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)