Annex 5
to the Conditions of Procurement

CONTRACT No _____________

PUBLIC PROCUREMENT CONTRACT FOR CATERING AND EVENT HOSPITALITY SERVICES

___________________, 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 Contract for the provision of **Catering and Event Hospitality Services** for Lot [*ENTER PROCUREMENT LOT*] and have agreed as follows:

1. SUBJECT OF THE CONTRACT

1.1. The Supplier shall provide the Contracting Authority with Catering and Event Hospitality services for Lot *[ENTER PROCUREMENT LOT]* (hereinafter – the **"Services"**), and the Contracting Authority shall accept the Services duly provided and pay for them in accordance with the terms of this Contract.

1.2. The scope of the Services and the applicable requirements are set out in the following documents, which form an integral part of this Contract: Annex No. 1 – "Technical Specification" (provisions applicable to Lot *[ENTER PROCUREMENT LOT]*), and Annex No. 2 – "Supplier's Tender".

1.3. The Supplier shall provide the Services in accordance with this Contract, the Technical Specification, the Supplier's Tender and the applicable legal requirements. The Supplier shall ensure that the Services are provided with due professional care, within the agreed time limits and in accordance with the quality requirements set out in this Contract. The Supplier shall be liable for the proper performance of this Contract and for any deficiencies in the provision of the Services.

2. PRICE AND PRICING

2.1. The pricing method applicable to Contract is a fixed rate specified in the Annex No. 2 (Supplier's Offer).

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. The value of the initial contract will be equal to the maximum amount of funds allocated for the procurement Lot or Lots (excluding VAT) for the purchase of the goods and services specified in the procurement documents and the Contract.

2.3. The fixed unit rates indicated in Annex No. 2 (the Service Offer) are deemed to include all expenses, taxes, duties, fees, costs, risks and any other charges of the Service Provider related to the provision of the Services and the proper fulfilment of all obligations arising under this Contract.

2.4. The Services shall be purchased based on the actual needs of the Contracting Authority. The Contracting Authority shall not be obliged to purchase the entire quantity specified in the procurement documents.

2.5. If necessary, the Contracting Authority may order goods and/or services not specified in the list of goods and/or services but related to the subject matter of the Contract, provided that the value does not exceed 10 percent of the initial contract value. For goods and/or services not specified in the list, but which are related to the subject, shall be paid at prices not exceeding the valid prices for such services as indicated on the supplier’s point of sale, in its catalog, or on its website on the date of the order, or, if such prices are not published, at competitive prices proposed by the supplier that are in line with market conditions

2.6. The prices of such additional goods and/or services shall be agreed with the Contracting Authority in advance. Upon receipt of the Supplier's commercial offer, the Contracting Authority shall be entitled to verify whether the proposed prices correspond to market prices by carrying out a market price assessment, including by obtaining quotations, conducting online research or using other appropriate means. Where the Contracting Authority determines that the proposed prices exceed market prices, it may request the Supplier to reduce them accordingly. If the Supplier refuses to reduce the proposed prices to the market level, the Contracting Authority shall have the right to procure such goods and/or services elsewhere through a separate procurement procedure.

2.7. Any decisions of the Supplier resulting in actual costs shall be subject to the prior approval of the Contracting Authority.

2.8. The Contracting Authority shall pay only for the Services actually ordered and duly provided under this Contract.

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 Services will be provided for ____ (_____) months from the effective date of this Contract or until the **Initial Contract Value** is reached, whichever occurs first, unless terminated earlier in accordance with this Contract or the laws of the Republic of Lithuania.

3.3. The Services shall be provided in accordance with this Contract, the applicable Technical Specification and the Supplier’s Tender.

3.4. The Parties shall perform their obligations under this Contract in accordance with the procedure and requirements set out in this Contract and the applicable Technical Specification.

4. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

4.1. Rights of the Contracting Authority

The Contracting Authority shall have the right to:

4.1.1. place orders for the Services in accordance with the procedure set out in this Contract and the applicable Technical Specification;

4.1.2. monitor and verify the performance and quality of the Services and require the Supplier to remedy any deficiencies identified during the performance of this Contract;

4.1.3. accept or refuse to accept the Services where they do not comply with this Contract, the applicable Technical Specification or the Supplier's Tender;

4.1.4. amend or cancel orders in accordance with this Contract and the applicable Technical Specification;

4.1.5. exercise all other rights provided for in this Contract, its Annexes and the applicable legal requirements.

4.2. Obligations of the Contracting Authority

The Contracting Authority shall:

4.2.1. appoint the person responsible for the administration of this Contract;

4.2.2. cooperate with the Supplier and provide the information reasonably necessary for the proper performance of this Contract;

4.2.3. review the documents submitted by the Supplier and accept the Services where they have been duly provided in accordance with this Contract;

4.2.4. pay for the Services in accordance with this Contract;

4.2.5. fulfil all other obligations arising from this Contract and its Annexes.

4.3. Rights of the Supplier

The Supplier shall have the right to:

4.3.1. receive from the Contracting Authority all information reasonably necessary for the proper performance of this Contract;

4.3.2. receive payment for the Services duly provided in accordance with this Contract;

4.3.3. receive reimbursement of actual costs, where applicable, in accordance with this Contract;

4.3.4. exercise all other rights provided for in this Contract, its Annexes and the applicable legal requirements.

4.4. Obligations of the Supplier

The Supplier shall:

4.4.1. appoint the contact person(s) responsible for the coordination and performance of this Contract;

4.4.2. provide the Services in full compliance with this Contract, the applicable Technical Specification, the Supplier's Tender and the applicable legal requirements;

4.4.3. ensure that the Services are provided with due professional care, within the agreed time limits and in accordance with the quality requirements set out in this Contract and the applicable Technical Specification;

4.4.4. Immediately notify the Service Recipient in writing of any circumstances under which proper provision of the Services is or may be interrupted, delayed, or otherwise affected, and take all necessary measures to eliminate without delay any deficiencies or disruptions that occur due to the fault or negligence of the Service Provider.

4.4.5. submit all documents required under this Contract including, but not limited to VAT Invoices, credit notes, and, where applicable, supporting documents relating to reimbursable actual costs, within the time limits specified in this Contract;

4.4.6. promptly remedy any deficiencies in the Services identified by the Contracting Authority;

4.4.7. ensure the confidentiality of all information obtained during the performance of this Contract and process personal data in accordance with the applicable legal requirements;

4.4.8. fulfil all other obligations arising from this Contract, the applicable Technical Specification and its Annexes;

4.4.9. Not to transfer or otherwise delegate to any third parties any rights or obligations under this Contract without the Service Recipient's prior written consent. In any case to remain fully responsible and liable for proper performance of all obligations assumed under the Contract, regardless of whether third parties are engaged in its execution.

4.5. Each Party shall promptly notify the other Party of any event or circumstance which may materially affect the performance of this Contract and shall take all reasonable measures within its control to mitigate the effects of such event or circumstance.

5. PROVISION OF THE SERVICES AND ACCEPTANCE PROCEDURE

5.1. Services are ordered as needed by submitting a Service Order form (Annex No. 3, “Order Form”) (hereinafter referred to as the “order form”) with the time limits, order, coordination and cancelation procedure set out in the applicable Technical Specification. The order form must specify the planned date, time, and location of the event, the expected number of participants, information regarding the prepared food catering service (catering method, specific requirements, notes on the desired menu, service preferences, information on guests’ dietary restrictions or allergies, and other necessary information), and any other required information.

5.2. The contracting authority has the right to cancel orders:

5.2.1. if the order value is up to 1,000 euros, including VAT - at least 24 (twenty-four) hours before the start of service provision;

5.2.2. If the order value exceeds 1,000 euros including VAT - no later than 3 business days before the start of service provision. If the order is canceled later than this but at least 24 hours in advance, the contracting authority shall pay a penalty equal to 30 percent of the price of the ordered services being canceled. Cancellation of the order less than 24 hours before the start of the event is not permitted.

5.3. The Supplier shall provide the Services in accordance with the time limits specified in the applicable Technical Specification and the individual orders placed by the Contracting Authority.

5.4. Within **10 (ten) working days** after completion of each order, the Supplier shall prepare and submit to the Contracting Authority:

5.4.1. the invoice;

5.4.2. supporting documents (if needed).

5.5. The invoice, in addition to other mandatory details, shall include an itemised list of the services provided, the date and venue of the event, and the surname of the order-submitting representative of the Contracting Authority.

5.6. The Parties agree that a separate Service Acceptance Certificate shall not be prepared. Upon receipt of the documents specified in Clause 5.4 of this Contract, the Contracting Authority shall verify within 5 (five) business days whether the information provided therein corresponds to the Services actually provided and the prices set out in the Technical Specification. If the Contracting Authority identifies any discrepancies or deficiencies, it shall notify the Supplier thereof in writing. The Supplier shall rectify the identified discrepancies and/or deficiencies within 3 (three) business days from the receipt of such notification and submit the corrected documents to the Contracting Authority. If the Contracting Authority does not submit any reasoned comments within 5 (five) working days from receipt of the documents specified in Clause 5.4, the Services shall be deemed accepted. Where discrepancies or deficiencies have been identified and corrected by the Supplier, the Services shall be deemed accepted if the Contracting Authority does not submit any reasoned comments within 5 (five) working days from receipt of the corrected documents.

5.7. The Contracting Authority shall pay the invoice within 30 (thirty) working days from the date of acceptance of the Services.

5.8. Invoices shall be submitted only electronically. Electronic invoices complying with the European standard for electronic invoicing, the reference of which was published in Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference to the European standard on electronic invoicing and the list of its syntax pursuant to Directive 2014/55/EU of the European Parliament and of the Council (hereinafter referred to as the European standard on electronic invoicing), shall be submitted through the General Information System for Invoice Administration (SABIS) or by email: office.eu@urm.lt.

5.9. Failure to submit the documents referred to in Clause 5.4 shall entitle the Contracting Authority to refuse acceptance of the Services until such documents have been duly submitted.

6. BASIS AND PROCEDURE FOR REPLACEMENT OF SUBCONTRACTORS

6.1. The Supplier shall ensure that the Contract is performed by the subcontractors, if any, indicated in the Supplier's Tender and meeting the requirements established in the procurement documents. The Supplier shall remain fully responsible for the performance of this Contract and for the acts and omissions of its subcontractors.

6.2. The subcontractors engaged in the performance of this Contract, if any, shall be those identified in the Supplier's Tender (Annex No. 2).

6.3. The Supplier may engage a new subcontractor or replace an existing subcontractor during the performance of this Contract only in accordance with the requirements of the applicable legal provisions governing public procurement.

6.4. Where the Supplier intends to replace a subcontractor whose capacities were relied upon to satisfy the qualification requirements established in the procurement documents, the Supplier shall submit a reasoned written request together with documents demonstrating that the proposed subcontractor meets the applicable qualification requirements.

6.4.1. Any new subcontractor proposed by the Supplier shall meet the qualification and other applicable requirements for the Supplier established in the procurement documents and the applicable public procurement legislation.

6.5. A new subcontractor may commence performance of the relevant part of the Contract only after the Contracting Authority has given its written consent and, where necessary, the Parties have signed a written amendment to this Contract.

6.6. Where a specialist indicated in the Supplier's Tender to satisfy the qualification requirements established in the Procurement Documents is replaced during the performance of the Contract, the Supplier shall ensure that the replacement specialist meets the applicable qualification requirements established in the Procurement Documents. The Supplier shall submit documents demonstrating the replacement specialist's compliance with such requirements to the Contracting Authority for approval before the replacement specialist commences performance of the Contract.

6.7. Where the Supplier engages or replaces a subcontractor whose capacities were not relied upon to satisfy the qualification requirements, the Supplier shall notify the Contracting Authority in writing no later than 5 (five) working days before such subcontractor commences performance.

6.8. The replacement or engagement of subcontractors shall not release the Supplier from any obligations or liabilities arising under this Contract.

6.9. Where a subcontractor so requests, the Contracting Authority shall make direct payments to the subcontractor. The Contracting Authority provides for the possibility of direct payments to the subcontractors specified in this Contract under the following terms and conditions:

6.9.1. Following the conclusion of this Contract, and no later than the commencement of its performance, the Supplier shall submit to the Contracting Authority, in writing, the names of all subcontractors known at that time, the names of their authorised representatives and their contact details. The Supplier shall also inform the Contracting Authority in writing of any changes to such information throughout the performance of this Contract.

6.9.2. Within 3 (three) working days of receipt of the information referred to in Clause 6.9.1, the Contracting Authority shall notify the relevant subcontractors in writing of the possibility of direct payment.

6.9.3. A subcontractor wishing to make use of the direct payment arrangement shall submit a written request to the Contracting Authority. Where a subcontractor expresses its intention to receive direct payment, the Contracting Authority, the Supplier and the subcontractor shall conclude a tripartite agreement setting out the procedure for direct payments to the subcontractor, taking into account the requirements of this Contract and the relevant subcontract.

6.9.4. The possibility of direct payment to subcontractors shall not affect or diminish the Supplier's responsibility for the proper performance of this Contract.

6.10. Where the Supplier is a group of suppliers (joint venture), any change in its composition during the performance of this Contract shall require the prior written consent of the Contracting Authority and shall be permitted only where allowed under the applicable public procurement legislation.

6.11. Any new member of the group of suppliers shall meet the qualification and other applicable requirements established in the procurement documents and the applicable legal requirements.

7. LIABILITY AND PENALTIES

7.1. Default interest payable by the Contracting Authority:

7.1.1. If the Contracting Authority fails to pay a correctly issued VAT invoice for the Services duly provided within the time limit specified in this Contract, the Supplier shall be entitled to default interest at the rate of **0.02% (zero point zero two per cent)** of the unpaid amount (excluding VAT) for each calendar day of delay, commencing on the day following the expiry of the payment deadline.

7.1.2. The Contracting Authority shall pay the default interest within 10 (ten) calendar days from receipt of the Supplier’s written request.

7.2. Default interest payable by the Supplier:

7.2.1. If the Supplier delays the provision of the Services or fails to perform any other contractual obligation within the agreed time limits, the Contracting Authority shall be entitled to default interest at the rate of **0.02% (zero point zero two per cent)** of the value (excluding VAT) of the delayed Services or the unperformed contractual obligation for each calendar day of delay.

7.2.2. The Supplier shall pay the default interest within 10 (ten) calendar days from receipt of the Contracting Authority's written request.

7.2.3. The Contracting Authority may deduct any default interest, contractual penalties or other amounts due from the Supplier under this Contract from any payments payable to the Supplier, after giving prior written notice thereof.

7.3. Where this Contract is terminated due to a material breach by either Party, or where the Contract is unjustifiably terminated otherwise than in accordance with the procedure established in the Contract, the Party responsible for such breach or termination shall pay the other Party a contractual penalty equal to 5.000,00 EUR (five thousand EUR, 00 cents), unless otherwise provided by mandatory legal requirements.

7.4. A Party that breaches its confidentiality obligations under this Contract shall compensate the other Party for the damages caused by such breach in accordance with the applicable legal requirements.

7.5. Payment of default interest or contractual penalties shall not release either Party from the obligation to perform this Contract properly or from the obligation to compensate the other Party for damages to the extent not covered by such default interest or contractual penalties.

7.6. Liability under applicable law. In all matters not expressly regulated by this Contract, the Parties shall be liable in accordance with the applicable legal requirements.

8. FORCE MAJEURE

8.1. Neither Party shall be liable for the total or partial non-performance of its obligations under this Contract where such non-performance is caused by force majeure circumstances, provided that the affected Party proves that the circumstances were beyond its reasonable control, could not reasonably have been foreseen at the time of concluding this Contract, and that their consequences could not reasonably have been avoided or overcome.

8.2. Force majeure circumstances shall be understood as the circumstances referred to in Article 6.212 of the Civil Code of the Republic of Lithuania and other applicable legal requirements. During the period of force majeure, the affected Party shall be released from liability for the non-performance or improper performance of its obligations to the extent affected by such circumstances.

8.3. A Party invoking force majeure shall notify the other Party in writing without undue delay, but no later than within **2 (two) business days** after becoming aware of the force majeure circumstances. The notice shall be accompanied by documents confirming the existence of the force majeure circumstances, where such documents can reasonably be obtained, and shall indicate the expected duration of the force majeure and its impact on the performance of this Contract.

8.4. The affected Party shall take all reasonable measures to mitigate the effects of the force majeure circumstances and shall notify the other Party without undue delay when such circumstances cease to exist.

8.5. If the affected Party fails to notify the other Party in accordance with Clause 8.3 without justified reason, it shall not be entitled to rely on force majeure to the extent that such failure has caused damage to the other Party.

9. AMENDMENTS TO THE CONTRACT

9.1. The terms and conditions of this Contract may not be amended during its term, except where such amendments are expressly provided for in this Contract or are permitted in accordance with Article 89 of the Law on Public Procurement of the Republic of Lithuania and other applicable legal requirements.

9.2. Any amendment to this Contract shall be formalised by a written amendment agreement concluded between the Parties.

9.3. The Party initiating an amendment shall submit to the other Party a written notice proposing the amendment together with the factual and legal justification demonstrating that the conditions for such amendment are met. Within **5 (five) working days** of receipt of such notice, or within another period agreed by the Parties in writing, the other Party shall examine and assess the submitted information and provide its comments, proposals or decision based on this Contract and the mandatory provisions of the applicable legal requirements.

9.4. The amendment agreement shall enter into force on the date of its signature by both Parties, unless otherwise provided therein.

9.5. Changes to the contact persons or the details of the Parties specified in this Contract shall not constitute an amendment to this Contract, except where such changes relate to the replacement of the Supplier, a member of a group of suppliers or a subcontractor and constitute an amendment under the applicable public procurement legislation. Such changes shall be made unilaterally by the relevant Party, provided that the other Party is notified thereof in writing without undue delay.

9.6. Under no circumstances may any amendment substantially modify the nature or scope of this Contract contrary to Article 89 of the Law on Public Procurement of the Republic of Lithuania or other applicable legal requirements.

9.7. Where, during the performance of this Contract, the legislation governing value added tax (VAT) changes, the VAT applicable to the Services shall be adjusted in accordance with the applicable legislation. The fixed unit rates excluding VAT specified in this Contract shall remain unchanged. The resulting changes to the unit rates including VAT shall be formalised by a written amendment to this Contract no later than 10 (ten) calendar days after the relevant legislative amendments enter into force. The amendment shall form an integral part of this Contract. The revised VAT rates shall apply from the date prescribed by the applicable legislation.

10. TERMINATION OF THE CONTRACT

10.1. General Provisions

10.1.1. This Contract may be terminated by written agreement of the Parties or unilaterally in the cases and in accordance with the procedure provided for in this Contract, Article 90 of the Law on Public Procurement of the Republic of Lithuania, the Civil Code of the Republic of Lithuania and other applicable legal requirements.

10.2. Notice of Breach

10.2.1. Where either Party considers that the other Party has breached this Contract or the applicable legal requirements, it shall have the right to submit a written notice specifying the nature of the breach, the relevant contractual or legal provisions breached and a reasonable period within which the breach must be remedied.

10.2.2. The Party receiving such notice shall respond without undue delay, but no later than within 5 (five) working days, indicating the measures it intends to take to remedy the breach within the specified period or proposing another reasonable period. **The Supplier's right to propose another period shall not constitute an obligation for the Contracting Authority to accept such proposal.** Any alternative period proposed by the Party receiving the notice shall become effective only if accepted by the other Party.

10.3. Termination by the Contracting Authority

10.3.1. The Contracting Authority shall have the right to terminate this Contract unilaterally by giving the Supplier not less than 5 (five) calendar days' prior written notice where the Supplier commits a material breach of this Contract.

10.3.2. The Contracting Authority shall have the right to terminate this Contract unilaterally by giving the Supplier not less than 10 (ten) calendar days' prior written notice where:

(a) the Supplier becomes insolvent, bankruptcy or restructuring proceedings are commenced against the Supplier, the Supplier suspends its business activities or any analogous situation arises under the applicable legal requirements;

(b) the Supplier subsequently becomes subject to an exclusion ground under the procurement documents or the applicable public procurement legislation;

(c) changes in the applicable legal requirements relating to the subject matter of this Contract, its performance or the activities of the Contracting Authority render the continued performance of this Contract impossible or no longer necessary;

(d) due to objective circumstances, the Contracting Authority no longer requires the Services covered by this Contract;

(e) the Contracting Authority receives a binding instruction or recommendation from a competent supervisory authority requiring termination of this Contract;

(f) the Contracting Authority's financial situation deteriorates, or the Contracting Authority fails to obtain funding or loses the funding necessary for the performance of this Contract, as a result of which the Contracting Authority decides to terminate the Contract;

(g) the Supplier refuses or fails to remedy deficiencies in the Services within the reasonable period specified by the Contracting Authority;

(h) the Supplier otherwise breaches this Contract or the applicable legal requirements and fails to remedy such breach within the period specified in the Contracting Authority's written notice;

(i) any other grounds for termination provided for in Article 90 of the Law on Public Procurement of the Republic of Lithuania or other applicable legal requirements arise.

10.3.3. The Contracting Authority shall have the right to terminate this Contract with immediate effect or suspend its performance, in whole or in part, where the continued performance of this Contract would violate any applicable international, European Union or national sanctions or other mandatory legal requirements. Neither Party shall be required to perform any obligation under this Contract where such performance would be contrary to such sanctions or mandatory legal requirements.

10.4. Material Breaches of the Contract

The following shall constitute material breaches of this Contract by the Supplier:

10.4.1. failure by the Supplier to perform its obligations under this Contract in accordance with the agreed prices specified in the Contract and its Annexes;

10.4.2. failure to provide the Services within the agreed time limits on 2 (two) consecutive occasions, or delay in the provision of the Services by more than 2 (two) hours on more than 2 (two) occasions, unless otherwise agreed by the Contracting Authority in writing;

10.4.3. delay in the provision of the Services where, due to such delay, the Services have objectively lost their purpose for the relevant event;

10.4.4. provision of Services which do not comply with this Contract, the Technical Specification or the applicable legal requirements on more than 2 (two) occasions;

10.4.5. replacement of subcontractors or engagement of new subcontractors in breach of this Contract or the applicable public procurement legislation;

10.4.6. breach of the provisions of this Contract relating to confidentiality, personal data protection, intellectual property rights or any other essential contractual obligations;

10.4.7. any other material breach within the meaning of the Civil Code of the Republic of Lithuania.

10.5. Termination by the Supplier

10.5.1. The Supplier shall have the right to terminate this Contract by giving the Contracting Authority not less than 30 (thirty) calendar days' prior written notice where the Contracting Authority materially breaches this Contract and fails to remedy such breach within the period specified in the Supplier's written notice.

10.5.2. The Supplier shall have the right to unilaterally terminate the Contract by giving the Contracting Authority at least 30 (thirty) days' prior written notice if the Contracting Authority breaches its payment obligations towards the Supplier (except where the Contracting Authority exercises its right to withhold payment), the Contracting Authority's outstanding indebtedness to the Supplier exceeds 10.000,00 EUR (ten thousand EUR,00 cents) , and the Contracting Authority fails to pay the amounts due within 30 (thirty) days after receipt of the Supplier's written claim.

10.5.3. The Supplier shall have the right to unilaterally terminate the Contract by giving the Contracting Authority at least 10 (ten) days' prior written notice if the Contracting Authority breaches the Contract or applicable laws and other legal acts and fails to remedy such breach within the reasonable period indicated in the Supplier's written notice, which shall not be less than 20 (twenty) days, except in the case provided for in Clause 10.5.2 of the Contract.

10.5.2. The Supplier shall also have the right to terminate this Contract in other cases established by laws and other legal acts.

10.6. Effects of Termination

10.6.1. Unless otherwise provided by the applicable legal requirements, this Contract shall be deemed terminated on the day following the expiry of the applicable notice period.

10.6.2. Upon termination of this Contract, the Parties shall verify that the Services provided up to the effective date of termination comply with the requirements of this Contract and shall settle all outstanding obligations arising under this Contract. The Contracting Authority shall pay only for the Services duly provided in accordance with this Contract up to the effective date of termination. The Supplier shall reimburse any amounts unduly received and compensate the Contracting Authority for damages, where applicable.

10.6.3. Within 10 (ten) calendar days after receipt of the notice of termination or the conclusion of the agreement terminating this Contract, the Parties shall return to each other all documents and other materials required to be transferred under this Contract.

10.6.4. Termination or expiry of this Contract shall not affect those provisions which, by their nature or express wording, are intended to survive termination, including provisions relating to confidentiality, personal data protection, liability, dispute resolution and final settlement between the Parties.

11. CLAIMS AND DISPUTE RESOLUTION

11.1. This Contract shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

11.2. Any dispute, disagreement or claim arising out of or in connection with this Contract, including its breach, termination or validity, shall first be resolved through negotiations between the heads of the Parties or their duly authorised representatives.

11.3. If the Parties fail to resolve the dispute through negotiations, such dispute, disagreement or claim arising out of or in connection with this Contract, including its breach, termination or validity, shall be finally settled by the competent courts of the Republic of Lithuania having jurisdiction according to the registered office of the Ministry of Foreign Affairs of the Republic of Lithuania, in accordance with the procedure established by the laws of the Republic of Lithuania.

11.4. The existence of a dispute shall not constitute grounds for either Party to refuse to perform its obligations under this Contract.

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. Where any contact details of a Party or its representative specified in this Contract change, the relevant Party shall notify the other Party in writing within 2 (two) business days. Such changes shall not constitute an amendment to this Contract.

12.3. The Supplier shall not assign or transfer, in whole or in part, its rights or obligations under this Contract to any third party without the prior written consent of the Contracting Authority, except where otherwise permitted by the applicable legal requirements.

12.4. If any provision of this Contract is held to be invalid, illegal or unenforceable, such provision shall not affect the validity or enforceability of the remaining provisions of this Contract.

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

12.6. This Contract is executed in the English language in 1 (one) counterpart if signed using a qualified electronic signature recognised under the applicable legal requirements, or in 2 (two) counterparts of equal legal force if signed manually.

12.7. The following Annexes constitute an integral and inseparable part of this Contract. In the event of any inconsistency, they shall prevail in the following order:

12.7.1. Annex No. 1 – Technical Specification, XX pages;
12.7.2. Annex No. 2 – Supplier's Offer, XX pages;
12.7.3. Annex No. 3 – "Order Form", 1 page.

13. DETAILS OF THE PARTIES

Contracting Authority	**SUPPLIER**
Permanent Representation of Lithuania to the European Union	[indicate representative’s position, name, and surname]
Institution code:	Company code:
VAT payer code:	VAT payer code:
Address:	Address:
Telephone:	Telephone:
Email address:	Email address:
Financial institution / bank details:	
Account No.:	Account No.:
Name of financial institution:	Name of financial institution:
Financial institution code:	Financial institution code:
(Position, name, surname)	(Position, name, surname)
(Signature) (Seal)	(Signature) (Seal)
(Date)	(Date)

ORDER FORM

ORDER FORM	Date:
Company Name	
Contact Person	
Phone Number	
Delivery Address	
Delivery Time (date + hour)	
Invoice Reference / PO Number	
Agreement Number	
Name of event	
Catering type	
No. of guests	
Dietary preferences	
Meal preferences	
Requested service staff	
Extra services (if required):	
floral decoration	
tableware (plates, cutlery, glassware)	
outdoor catering equipment	
Any other order notes	