



PERMANENT REPRESENTATION OF LITHUANIA TO THE EUROPEAN UNION

Budget institution, Rue Belliard 41-43, 1040 Brussels, Kingdom of Belgium

Phone: + 32 2 771 01 40, e-mail: office.eu@urm.lt, <http://eu.mfa.lt/>

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APPROVED

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of the Permanent Representation
of Lithuania to the EU

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Not applicable

PUBLIC PROCUREMENT FOR THE LEASE OF A PASSENGER CAR CONDUCTED THROUGH A PUBLISHED REQUEST FOR QUOTATIONS PROCEDURE

Version No. 1

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1. TERMS AND ABBREVIATIONS

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. **CC** – the Civil Code of the Republic of Lithuania.

1.3. **Participant** – a supplier who has submitted a tender.

1.4. **Commission** – the public procurement commission.

1.5. **Tender** – the set of documents submitted by the supplier to the contracting authority in accordance with the requirements of the procurement conditions.

1.6. **Contracting Authority** – the Permanent Representation of Lithuania to the European Union.

1.7. **Procurement** – the public procurement carried out by the contracting authority.

1.8. **VAT** – value added tax.

1.9. **Subcontractor** – a subcontractor, sub-supplier, sub-contractor, natural or legal person who will actually perform the contract or a part thereof to be concluded and whose qualification is not relied upon by the supplier under Article 49 of the Law on Public Procurement in order to meet the qualification requirements. Natural and legal persons who only perform contractual obligations to the supplier but will not actually perform the contract or part thereof to be concluded are not considered subcontractors.

1.10. **Contract** – a public procurement contract.

1.11. **Supplier** – an economic operator, i.e. a natural person, a private or public legal person, another organization and its structural unit, or a group of such persons, including temporary associations of economic operators, offering to carry out works, supply goods, or provide services on the market.

1.12. **Economic Operator Whose Capacities Are Relied Upon** – a natural or legal person whose capacities the supplier relies upon under Article 49 of the Law on Public Procurement of the Republic of Lithuania in order to meet the qualification requirements. Natural and legal persons who only perform contractual obligations to the supplier but whose capacities the supplier does not rely upon under Article 49 of the LPP to meet the qualification requirements set by the contracting authority are not considered economic operators whose capacities are relied upon.

1.13. **Quasi-subcontractor** – a specialist whose qualification the supplier relies upon, who, at the time of submission of the tender, is not yet an employee of the supplier or of the economic operator whose capacities the supplier relies upon, but who is intended to be employed if the tender is recognized as successful.

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

1.15. Other terms used in the procurement documents shall have the meaning given to them in the Description and LPP.

2. GENERAL PROVISIONS

2.1. The Contracting Authority – the Permanent Representation of Lithuania to the European Union legal entity code 188613242, address: Rue Belliard 41-43, 1040 Brussels, the Kingdom of Belgium. The Contracting Authority is a VAT payer.

2.2. The Contracting Authority invites suppliers to participate in a simplified public procurement procedure conducted by means of a published request for quotations for the lease of one passenger car (hereinafter – the Good) for the Representation.

2.3. Place of delivery of Good Brussels, the Kingdom of Belgium.

2.4. As the relevant module of the Central Purchasing Body (hereinafter – CPB), through which these Goods would be available, is still under development, the Contracting Authority is currently unable to procure these Goods via the CPB and therefore carries out a separate procurement.

2.5. The procurement is carried out by way of published request for quotations, in accordance with the Description, the LPP, the CC, and other legal acts regulating public procurement and the execution of this procurement contract, these procurement documents, and in compliance with the principles of equal treatment, non-discrimination, transparency, mutual recognition, and proportionality, as well as the requirements of confidentiality and impartiality. For issues not regulated in the procurement documents, the provisions of the Description and the LPP apply directly.

2.6. The procurement documents consist of:

2.6.1. the notice;

2.6.2. the procurement conditions, consisting of:

2.6.2.1. the procurement conditions;

2.6.2.2. annexes to the procurement conditions (if applicable);

2.6.3. explanations (clarifications) of the procurement documents, as well as answers to suppliers' questions (if any);

2.6.4. any other information provided in writing by the Contracting Authority.

2.7. In the event of conflicts or discrepancies between the notice and the procurement conditions, the information specified in the notice shall be deemed correct.

2.8. If the Contracting Authority revises the procurement documents, the latest changes shall prevail over the previous ones. Suppliers must be guided by the latest version of the procurement documents and the latest explanations and clarifications published on the official website <http://eu.mfa.lt/> of the Contracting Authority.

2.9. The Contracting authority will terminate the initiated procurement procedures if it becomes clear that the principles set out in Article 7 of the Description and Article 17(1) of the LPP have been violated and the relevant situation cannot be rectified.

2.10. The Contracting Authority has the right, on its own initiative, to terminate the procurement procedures if unforeseen circumstances arise or if essential errors were made in the procurement documents which render the procurement no longer appropriate or, if implemented, would result in the acquisition of an object that does not meet the needs of the Contracting Authority.

2.11. The Contracting Authority does not reimburse the supplier for any costs related to obtaining the procurement conditions, preparing tenders, etc., including costs incurred because the Contracting Authority, in accordance with the provisions of the Description or LPP, terminated the procurement procedures.

2.12. The Contracting Authority shall consider that all participants are familiar with the procurement conditions, as well as with the legal acts of the Republic of Lithuania regulating public procurement, contract conclusion and performance, and with other legal acts whose provisions may regulate any relations between the Contracting Authority and suppliers arising from or related to the procurement procedures.

2.13. Submission of alternative tenders is not permitted.

3. SUBJECT OF PROCUREMENT

3.1. The Contracting Authority intends to procure the lease of one passenger car. The Contracting Authority does not intend to acquire ownership of the passenger car – the car will be leased only. The requirements for the Goods are set out in Annex No. 1 Technical Specification, to these Procurement Documents.

3.2. The Supplier may submit only one tender. The procurement is not divided into separate lots. The scope of the procurement, requirements, and technical specification are defined in Annex No. 1 “Technical Specification” and Annex No. 2 “Tender Form” to the Procurement Conditions.

3.3. Where, in describing the subject of procurement in the Technical Specification, a specific model or source of supply, a specific process characteristic of a particular supplier’s goods or services, or a trademark, patent, type, specific origin, or production is indicated, it shall be deemed that each such reference is made with the words “or equivalent”.

3.4. Where, in describing the subject of procurement in the Technical Specification, a standard, technical approval, or common technical specifications (a Lithuanian standard transposing a European standard, a European Technical Assessment document, common technical specifications for information and communication technologies, an international standard, other technical normative systems established by European standardization organizations, national standards, national technical approvals, or national technical specifications relating to the design, cost estimation, and execution of works and the use of goods) is indicated, it shall be deemed that each such reference is made with the words “or equivalent”.

3.5. The amount of funds allocated for the procurement shall not be indicated in the procurement documents.

4. MEANS OF COMMUNICATION AND INFORMATION EXCHANGE BETWEEN THE CONTRACTING AUTHORITY AND SUPPLIERS

4.1. The contact details of the Contracting Authority’s civil servants or employees, or of the procurement organizers or members of the Commission authorized to maintain direct communication with suppliers and to receive from them (not through intermediaries) notifications related to the procurement procedures, are provided in the notice.

4.2. Procurement documents, their explanations and additions are published on the official website of the Contracting Authority at the following address: <https://eu.mfa.lt/>. The Contracting Authority does not provide suppliers with procurement documents in paper format. Suppliers must carefully follow the explanations and additions published on the website of the contracting authority, as well as monitor notifications received by suppliers’ email addresses.

4.3. The Contracting Authority shall not organize a meeting with suppliers for clarification of the procurement conditions.

5. CLARIFICATIONS AND AMENDMENTS TO THE PROCUREMENT DOCUMENTS

5.1. The procurement documents may be clarified and/or amended at the initiative of suppliers by submitting a request to the Contracting Authority using the means specified in Section 4 of the procurement conditions. Requests for clarification of the procurement documents may be submitted to the Contracting Authority no later than 2 (two) working days before the deadline for submission of tenders. The Contracting Authority may reply to written requests received after this deadline, provided there is sufficient time to prepare and send a reply. When replying to a supplier, the Contracting Authority shall provide the same

clarification to all other suppliers to whom the procurement documents were sent, without indicating from whom the request for clarification was received.

5.2. Before the deadline for submission of tenders, the Commission shall have the right, on its own initiative, to clarify (amend) the procurement documents and, if necessary, to extend the deadline for submission of tenders in order to allow suppliers to take the clarifications into account when preparing their tenders.

5.3. The clarifications referred to in Clauses 5.1 and 5.2 must be provided no later than 1 (one) working day before the deadline for submission of tenders. If it is not possible to provide clarifications (amendments) to the procurement documents within the prescribed time limits and/or, after such clarifications (amendments) are provided, suppliers are not given sufficient time to adjust the tenders being prepared taking into account the clarifications (amendments) to the procurement documents, the deadline for submission of tenders shall be extended.

5.4. Any information, clarifications of the procurement documents, notifications, and other correspondence between the Contracting Authority and suppliers shall be carried out using the means specified in Section 4 of the procurement conditions.

5.5. Suppliers shall be proactive and submit questions or requests for clarification of the procurement documents immediately after analyzing them, taking into account that the time limit for submitting questions and requests is limited.

6. GROUNDS FOR EXCLUSION OF SUPPLIERS, QUALIFICATION REQUIREMENTS, AND REQUIRED QUALITY AND ENVIRONMENTAL MANAGEMENT SYSTEM STANDARDS

6.1. In this procurement, the Contracting Authority shall not apply any grounds for exclusion of suppliers, qualification requirements, or requirements for quality management system standards.

6.2. The minimum environmental protection criteria for the vehicles are set out in Annex No. 1 – Technical Specification.

6.3. If the supplier's qualifications regarding the right to engage in the relevant activities have not been verified, or have not been verified in full, the supplier, by submitting a tender, undertakes to the contracting authority that the contract will be performed only by persons who are authorized to engage in the relevant activities.

7. USE OF SUBCONTRACTORS

7.1. In its tender, the supplier shall indicate which part of the contract and which subcontractors (if known at the time of tender submission) it intends to engage.

7.2. Different suppliers may engage the same subcontractors; however, this may not result in prohibited agreements.

7.3. After the contract is concluded, but no later than before the start of contract performance, the supplier awarded the contract shall undertake to notify the Contracting Authority of the names, contact details, and representatives of the subcontractors known at that time. The Contracting Authority shall also require the supplier to inform it of any changes to this information during the entire contract performance, as well as of any new subcontractors that it intends to engage later.

8. RELIANCE ON THE CAPACITIES OF OTHER ECONOMIC OPERATORS

8.1. A supplier may rely on the capacities of other economic operators in accordance with Clause 62 of the Description and Article 49 of the Law on Public Procurement of the Republic of Lithuania in order to meet the qualification requirements set out in the procurement conditions (where applicable), regardless of the legal nature of its relationship with those economic operators. Such economic operators shall also include natural persons whom the supplier or the economic operator on whose capacities it relies intends to employ in the event that the supplier is awarded the contract (quasi-subcontractors).

8.2. A supplier intending to rely on the capacities of other economic operators shall identify such economic operators in its tender and submit documents proving that the resources of the economic operator on whose capacities it relies will be available to the supplier throughout the entire period of contract performance. In verifying whether the supplier will have access to the resources of the economic operators on whose capacities it relies, the Contracting Authority shall accept any appropriate evidence demonstrating such availability. A supplier that fails to indicate in its tender that it relies on the capacities (qualification) of other economic operators, while itself failing to meet the qualification requirements set out in the procurement conditions, shall not be entitled, after the expiry of the deadline for submission of tenders, to engage (identify) new economic operators in order to meet the qualification requirements.

8.3. Different suppliers may rely on the capacities of the same economic operators; however, this shall not result in prohibited agreements.

8.4. A group of suppliers may rely on the capacities of its members or of other economic operators, subject to the conditions set out in this Section.

8.5. In the case of service or works procurement, where the Contracting Authority requires the supplier or its managerial staff to possess a specific educational qualification, professional qualification or professional experience, the supplier may rely on the capacities of other economic operators only where those economic operators themselves will provide the services or carry out the works for which such capacities are required.

8.6. Where a supplier relies on the capacities of other economic operators in order to meet the economic and financial standing requirements set out in the procurement conditions, the supplier and those economic operators whose capacities are relied upon shall be jointly and severally liable for the performance of the contract, unless otherwise specified in the procurement conditions.

9. PARTICIPATION OF GROUPS OF SUPPLIERS

9.1. A tender may be submitted by a group of suppliers. A group of suppliers submitting a tender shall also submit a copy of a joint activity (consortium) agreement together with the tender. The joint activity agreement must specify:

9.1.1. the composition of the group of suppliers and the obligations of each member of the group in performing the contract to be concluded with the Contracting Authority;

9.1.2. joint and several liability of each member of the group individually and of all members collectively for non-performance of obligations and duties towards the Contracting Authority (regardless of their contribution under the joint activity agreement);

9.1.3. which member of the agreement is authorized, on behalf of the group of suppliers, to submit the tender, and, in the event of award of the contract, to sign the contract with the Contracting Authority, submit invoices for payment (payments will be made only to one member of the joint activity agreement), sign documents related to contract performance (the authorized member), etc.

9.2. The Contracting Authority does not require a group of suppliers, whose tender has been awarded and to whom the contract has been offered, to assume any particular legal form.

9.3. A supplier submitting a tender independently or as a member of a group of suppliers is not prohibited from being a subcontractor or an economic operator whose capacities are relied upon by another supplier in the same procurement procedure.

10. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF TENDERS

10.1. The tender must be submitted by the deadline specified in the notice, or, if the deadline specified in the notice has been extended, by the extended deadline. The tender must be prepared and submitted in accordance with the requirements of the procurement conditions by completing **Annex 2 “Tender Form”** of the procurement conditions. The tender, the documents submitted together with it, and all its constituent parts must be submitted using the means specified in Section 4 of the procurement conditions.

10.2. The Contracting Authority shall not be liable for tenders that were not received or were received late due to communication and telecommunication failures or other unforeseen circumstances. Suppliers are therefore advised to prepare their tenders allowing sufficient time for timely and proper submission. Tenders received after the deadline for submission of tenders shall be deemed as not received and shall not be evaluated.

10.3. The supplier must clearly indicate in the tender which information is considered confidential, in accordance with Article 20 of the LPP. If no such information is indicated in the tender, it shall be deemed that none of the information contained in the tender is confidential. Characteristics of the tender that must be taken into account when evaluating tenders may not be considered confidential information. In addition, information specified in paragraph 2 of Article 20 of the LPP shall not be considered confidential.

10.4. When calculating the price, the entire scope and requirements of the subject of procurement as specified in the procurement documents, as well as all components of the price, must be taken into account. VAT shall be indicated separately.

10.5. The tender shall remain valid for the period specified by the supplier in the tender, but not less than 90 (ninety) days. If the validity period is not indicated in the tender, it shall be deemed that the tender is valid for the period specified in the procurement documents.

10.6. The Contracting Authority shall have the right to request suppliers to extend the validity of tenders until a specifically indicated date.

10.7. Before the deadline for submission of tenders, the supplier shall have the right to amend or withdraw its tender using the means specified in Section 4. To resubmit a withdrawn or amended tender, the supplier must submit it anew. After the expiry of the deadline for submission of tenders, the supplier may neither withdraw nor amend its submitted tender.

10.8. The tender price must be indicated in euros. If prices are indicated in foreign currency, they shall be converted into euros according to the indicative exchange rate of the euro against foreign currencies published by the European Central Bank on the date of submission of tenders, and where such indicative exchange rate is not published by the European Central Bank, according to the indicative exchange rate of the euro against foreign currencies determined and published by the Bank of Lithuania.

10.9. Unless otherwise specified in the notice, the tender must be prepared in English. If documents submitted with the tender cannot be provided in English, they must be submitted in their original language together with a translation into English (the translation must be certified by the signature of the person who performed the translation).

10.10. The Contracting Authority does not require tender security.

11. ENCRYPTION AND OPENING OF TENDERS

11.1. The tenders shall be opened by the Commission without the participation of the suppliers or their authorized representatives. The date and place of the meeting at which the tenders will be opened are specified in the notice.

11.2. A supplier's tender may be encrypted. A supplier who decides to submit an encrypted tender must:

11.2.1. submit the encrypted tender before the deadline for submission of tenders (the entire tender or the tender document containing the tender price and/or costs shall be encrypted);

11.2.2. within 30 minutes after the deadline for submission of tenders, submit via the means of communication the password that will allow the Contracting Authority to decrypt the submitted tender. The supplier should be proactive and ensure that the submitted password reaches the recipient in time (for example, by contacting the Contracting Authority via its official telephone number and/or other available means).

12. EVALUATION OF TENDERS AND NEGOTIATIONS

12.1. The Contracting Authority shall evaluate the tenders according to the criterion of the lowest price.

12.2. When examining a supplier's tender, the Commission shall:

12.2.1. verify whether the tender complies with the requirements set out in the procurement documents;

12.2.2. if the participant has submitted inaccurate, incomplete, or incorrect documents or data regarding compliance with the procurement requirements, or if such documents or data are missing, may, without infringing the principles of equal treatment and transparency, request the participant to clarify, supplement, or explain such documents or data within a reasonable period specified by the Commission;

12.2.3. where the price or costs indicated in the submitted tender appear abnormally low, shall have the right to request, and, if intending to reject the tender, shall be obliged to request the supplier to justify the proposed price or costs. The price or costs indicated in the tender shall in all cases be considered abnormally low if they are lower by 30% or more than the arithmetic mean of the prices or costs proposed by all suppliers whose tenders have not been rejected for other reasons and whose proposed price or costs do not exceed the funds allocated for the procurement, as determined and recorded in the documents prepared by the Contracting Authority before the start of the procurement procedure;

12.2.4. verify whether the price offered is not excessively high and unacceptable to the Contracting Authority;

12.2.5. verify whether there are no errors in the calculation of the price and/or costs in the tenders. If the Commission identifies arithmetic, technical, or clerical errors in the submitted tender, it shall request that the supplier correct the identified errors within the specified time limit, without changing the total price of the tender or materially modifying the tender. When correcting errors in the tender, the supplier shall not be entitled to change the total price or to introduce new pricing elements.

12.3. The Contracting Authority may refrain from evaluating the entire tender if, after checking part of it, it determines that the tender must be rejected in accordance with the requirements of the procurement conditions. Without substantially modifying the procurement conditions, the Contracting Authority may conduct negotiations if all submitted tenders are unsuitable, do not fully comply with the requirements set out in the procurement documents, or if all proposed prices are too high. In such a case, all suppliers who submitted tenders and who meet the requirements set out in Section 6 of the procurement conditions (if

such requirements were established) shall be invited to participate in the negotiations. Negotiations shall be conducted under the following conditions and procedure:

12.3.1. identical requirements shall apply to all suppliers, equal opportunities shall be granted, and identical information shall be provided to all suppliers;

12.3.2. no information received from one supplier during negotiations, as well as information about agreements reached during negotiations, shall be disclosed to third parties or to other suppliers participating in the negotiations;

12.3.3. the Contracting Authority shall send a separate notice to each supplier who submitted a tender, inviting them to submit their final tender in writing. If a supplier fails to submit a final tender, its initial tender shall be evaluated as its final tender.

13. GROUNDS FOR REJECTION OF TENDERS

13.1. A supplier's tender shall be rejected or the supplier shall be excluded from the procurement procedure if at least one of the following conditions applies:

13.1.1. The supplier fails to clarify, supplement, or explain the information within the deadline set by the Contracting Authority.

13.1.2. The supplier submitted the tender by means other than those specified in the procurement documents.

13.1.3. The tender does not meet the requirements of the procurement documents and its deficiencies cannot be remedied.

13.1.4. The supplier clarifies, supplements, or explains the tender within the deadline set by the Contracting Authority, resulting in a material change to the tender.

13.1.5. The prices offered by all suppliers whose tenders have not been rejected for other reasons are excessively high and unacceptable to the Contracting Authority.

13.1.6. The tender contains an abnormally low price and/or costs, and the supplier fails to provide adequate proof justifying the proposed low price and/or costs.

13.1.7. A tender containing an abnormally low price and/or costs does not comply with the environmental, social, and labor law obligations specified in Article 17(2)(2) of the LPP .

13.1.8. The abnormally low price and/or costs were proposed because the supplier received state aid, but the supplier cannot prove within a sufficient period set by the Contracting Authority that the state aid was granted lawfully. If the tender is rejected on this ground, the Contracting Authority shall inform the European Commission. State aid is considered any measure that meets the criteria set out in Article 107(1) of the Treaty on the Functioning of the European Union.

13.1.9. The supplier fails to provide the decryption password for the tender before the start of the tender opening session.

13.2. The supplier shall be informed in writing about the rejection of the tender and the reasons for such rejection.

14. RANKING OF TENDERS AND DETERMINATION OF THE WINNER

14.1. After examining, evaluating, and comparing the submitted tenders, the Contracting Authority shall establish the ranking of tenders (except in cases where only one supplier submitted a tender or only one supplier remains after evaluation). The ranking shall include all tenders that have not been rejected, and the Contracting Authority shall determine the winning tender and make a decision regarding the conclusion of the contract.

14.2. The ranking of tenders shall be determined in descending order of economic advantage. If two or more tenders have the same level of economic advantage, the tender submitted first shall be placed higher in the ranking.

14.3. If only one provider submitted a tender, or only one provider remains after the evaluation, the ranking shall not be established, and that tender shall be considered the winning tender.

15. NOTIFICATION OF PROCUREMENT PROCEDURE RESULTS

15.1. The Contracting Authority shall, no later than 5 working days from the establishment of the ranking of tenders and determination of the winning tender, inform the suppliers about the results of the procurement procedure. The Contracting Authority shall notify the participants in writing of the decision to determine the winning tender, on the basis of which the procurement contract will be concluded, indicating the established ranking of tenders, the winning tender, and the exact standstill period.

16. CONCLUSION OF THE CONTRACT

16.1. The draft Contract is provided in Annex 3 of the procurement conditions.

16.2. The contract shall be concluded with the provider whose tender, in accordance with the procedure established in the procurement conditions, has been recognized as the winning tender.

16.3. The supplier whose tender is determined to be the winner shall be invited in writing, via the email address specified by the supplier, to conclude the contract and shall be informed of the deadline by which the contract must be concluded.

16.4. A supplier shall be deemed to have refused to conclude the contract if at least one of the following circumstances applies:

16.4.1. the supplier refuses in writing to conclude the contract;

16.4.2. the supplier fails to sign the contract by the deadline set by the Contracting Authority;

16.4.3. the supplier refuses to conclude the contract under the conditions set out in the Description and the procurement conditions.

16.5. If the winning supplier refuses in writing to conclude the contract or fails to sign the procurement contract or framework agreement by the deadline set by the Contracting Authority, or refuses to conclude the procurement contract under the conditions established in the procurement documents, the Contracting Authority shall offer to conclude the procurement contract with the supplier whose tender is ranked next in the order of tenders after the supplier who refused to conclude the contract.

16.6. When concluding the contract, the price and other conditions of the winning supplier's tender may not be changed.

17. DISPUTE RESOLUTION

17.1. A supplier who believes that the Contracting Authority has failed to comply with the requirements of the Description and has thereby infringed or will infringe its legitimate interests may apply to the Regional Court, as the court of first instance, in accordance with the procedure laid down in Chapter VII of the LPP.

17.2. A supplier wishing to challenge the decisions or actions of the Contracting Authority in court before the conclusion of the contract must first submit a claim to the Contracting Authority by electronic means.

17.3. The deadlines for submitting a claim to the Contracting Authority, for lodging a request, or for filing a claim with the court are laid down in Article 102 of the LPP.

18. OTHER TERMS AND CONDITIONS

18.1. In cases where the provisions, conditions, and procedures for organizing and conducting this procurement are not specified in the procurement documents, the relevant versions of the Rules and the Description shall apply.
