



In accordance with Article 36, paragraph 1, subparagraph 1.4, pursuant to Article 37, paragraph 4, and according to Article 73, paragraph 2, of Law No. 03/L-209 on the Central Bank of the Republic of Kosovo, (Official Gazette of the Republic of Kosovo No. 77/August 16, 2010), amended by Law No. 05/L-150 (Official Gazette of the Republic of Kosovo No. 10/03 April 2017), the Executive Board of the Central Bank of the Republic of Kosovo, at the meeting held on 17 October 2024, approved the following:

RULE
ON PROCUREMENT
AT THE CENTRAL BANK OF THE REPUBLIC OF KOSOVO

CHAPTER I

GENERAL PROVISIONS FOR PROCUREMENT ACTIVITIES

Article 1

Purpose and scope

1. This Rule is intended to provide the efficient, transparent and fair use of Central Bank funds for procurement activities by defining the conditions and rules to apply, the procedures to follow, the rights to respect and the obligations to meet by entities that participate in or are interested in procurement activities at the Central Bank.
2. This Rule applies to all procurement activities of goods, services and works at the Central Bank of the Republic of Kosovo.

Article 2

Definitions

1. Terms used in this Rule shall have the following meanings:
 - 1.1. "**Central Bank**" means the Central Bank of the Republic of Kosovo;
 - 1.2. "**Procurement**" means the purchase, rental or any other way of contracting goods, services or works for the Central Bank;
 - 1.3. "**Contract**" means the contract concluded in writing between the Central Bank and one or more bidders, which as its subject has the execution of works, the supply of products or the provision of services;
 - 1.4. "**Work Contract**" means a contract which has either the execution of works or the design and also the performance of works as its object of execution. "Work" means the construction or technology works outcome taken as a whole sufficient for the fulfilment of an economic or technical function;
 - 1.5. "**Supply Contract**" means the contract, which has the purchase, rental, borrowing or loan, with or without purchase option, of products as its object. A contract with the supply of products as its object, which, as the case may be, also covers maintenance and installation operations, is considered a "Supply Contract";
 - 1.6. "**Service Contract**" means the contract, other than work and supply contracts, which has the provision of services as its subject. A contract that has both products and services as its subject is considered a "Service Contract" if the calculated value of the services in question exceeds that of the products covered by the contract. A contract that has the

services that include activities pertaining to occasional works to the main subject of the contract as its subject is considered a Service Contract;

1.7. "**Framework Contract**" means a written agreement between the Central Bank and one or more economic operators, aimed at setting the conditions regulating the contracts that shall be awarded during a certain period, in particular according to the price and needs for the estimated amount;

1.8. "**Authorizing Official**" means the Governor of the Central Bank responsible for initiating a procurement activity;

1.9. "**Bidder**" means any natural or legal person or public entity or group of persons and/or bodies which bid on the market, respectively, bid the execution of works, products or services. The bidder which submitted an application to participate in a restricted or negotiated procedure or in a competitive dialogue is considered a "candidate". The candidate which submitted a tender is considered a "tenderer";

1.10. "**Open procedure**" means a procurement procedure in which any interested bidder may submit a tender;

1.11. "**Restricted procedure**" means a procurement procedure in which any tenderer may apply for participation and only candidates invited by the Central Bank may submit the tender;

1.12. "**Competitive procedure with negotiation**" means a procurement procedure in which the Central Bank considers bidders of its choice and negotiates the terms of contracts with one or more of them;

1.13. "**Negotiated procedure without publication of a Contract Notice**" means a procurement procedure, in which the Central Bank does not intend to disregard other procedures, but enters into a relationship and requests a proposal (bid) from only one bidder. This procedure applies to specific cases as described in this Rule, especially to procurements that are exclusively related to the efficient implementation of the mandate and objectives of the CBK.

1.14. "**Competitive negotiation**" means the procedures according to this Rule in which any candidate may apply for participation, by which the Central Bank conducts a negotiation dialogue with the candidates accepted in that procedure, with the aim of developing one or more alternatives appropriate that are able to meet its requirements;

1.15. "**Dynamic procurement system**" means a procurement procedure with a completely electronic process for making ordinary purchases, the characteristics of which, as generally available in the market, meet the requirements of the Central Bank. The system is limited in duration and is open throughout its validity to any bidder which meets the selection criteria and which has submitted a tender in accordance with the specification;

1.16. "**Invitation to tender**" means the invitation sent to bidders to submit the tender and which specifies the procedure, Central Bank requirements, contracting criteria and conditions;

1.17. "**International tender**" means the tender which is developed according to the procedures defined under this Rule and is used when the goods, services or works to be procured are not provided by local sources and there is not sufficient competition within the country;

1.18. "**Procurement Evaluation Commission**" means the commission designated for the opening, review, evaluation and comparison of bids of the procurement process according to this Rule;

1.19. "**Written**" or "**in writing**" means any term consisting of words or numbers that may be read, reproduced and then communicated. It may include information that is transmitted or stored by electronic means;

1.20. "**Days**" means calendar days.

1.21. "**Language of communication**" means the official languages in the Republic of Kosovo (Albanian/Serbian) and the English language in international tender procedures.

1.22. "**Contracting**" as a special function within the Procurement and Contracting Division (PCD) means the drafting of procurement contracts, their interpretation, as well as their monitoring until the end of the relevant contract deadline.

1.23. "**Contract management**" means the activities applicable to provide that the provisions of a procurement contract regarding timely and correct handover, and other rights and obligations of the signing parties are effectively exercised.

1.24. "**European Standard**" – means the standards approved by (i) the European Committee for Standardization CEN or by the European Committee for Electro Technical Standardization CENELEC) as European Standard, EN or Harmonization Document, HD, in accordance with the common rules of these organizations, or (ii) by the European Telecommunication Standards Institute (ETSI) in accordance with their rules as European Telecommunications Standard, ETS.

1.25. "**Economic operator**" – general term that includes suppliers, service providers and/or work contractors.

1.26. "**Interested party**" – economic operator that may prove a material interest from the outcome of a procurement activity implemented by the Central Bank in relation to a procurement contract.

1.27. "**Contract Management Plan Standard Form**" – means the form that is drafted and maintained by the Procurement and Contracting Division.

1.28. "**Electronic procurement system**" - means the electronic system that CBK develops and implements for the implementation of procurement procedures, according to the relevant type, procedure and value.

1.29. "**Group of economic operators (consortium)**" - means temporary partnership groups, otherwise known as consortia, which may participate in a tender procedure under certain conditions. The Central Bank may require from such groups to adopt a specific legal form if the contract is awarded to them, if such form is needed for the proper performance of the contract.

1.30. "**Conflict of interest**" - in the procurement processes according to this Rule, means any situation where the Central Bank personnel involved in a procurement procedure directly or indirectly has a personal financial, economic or any other interest that may be perceived as a compromise of impartiality and their independence in the context of the procurement procedure.

1.31. "**Elimination from the procedure**" - means the elimination or exclusion of a tender/bid from a procurement procedure that takes place according to this Rule, according to the cases defined in the relevant articles and paragraphs. Any tender or candidate deemed irresponsible shall be eliminated from the procurement procedure. In certain cases, in this Rule elimination is also referred to as rejection, which has the same meaning when it comes to the elimination of a bid or application for participation.

1.32. "**Irresponsible tenders**" - means the tender which is not in accordance with the tender dossier, including the technical and contractual requirements, the requirements of this Rule, otherwise it does not meet the requirements of the Central Bank as specified in the tender dossier.

1.33. "**Appeals Committee**" - means the one-year mandated committee appointed by the Governor based on the professional nature and specifics of the procurement procedures.

1.34. "**Responsible candidate/tenderer**" - in any procurement procedure, means the participating candidate or tenderer who meets all the criteria and conditions set by the Central Bank.

1.35. "**Statement of technical specifications**" - means the standard form which is prepared and maintained by the Procurement and Contracting Division and which is filled out in each case by the requesting units where they present the technical specifications for supplies, works or services.

1.36. "**Project Committee**" - means the committee appointed by the Governor that shall have a specific mandate and mission for evaluating the reasoning and feasibility of capital projects realized through procurement procedures, as well as shall monitor their

implementation. This committee does not have a mandate to be involved in the procurement process, but has a role before and after its implementation.

Article 3 **Exceptions**

1. This Rule shall not apply to the following contracts:
 - 1.1. Procurement of banknotes and coins;
 - 1.2. Issuance, sale, purchase or transfer of securities or financial instruments, including gold and financial services related to these transactions;
 - 1.3. Operation with external accounts and transactions; and
 - 1.4. Employment contracts between the Central Bank and its personnel concluded in accordance with the Central Bank Employment Policy.
2. Contracts, regardless of their value, which the Central Bank may award in cases where the following services are their object, shall be exempted from this Rule:
 - 2.1. Legal services and specific consulting services;
 - 2.2. Services and supplies related to the organizing and holding of conferences by CBK;
 - 2.3. Security and investigative services;
 - 2.4. Staff schooling and professional education services;
 - 2.5. Services and supplies for recreational, cultural and sports activities;
 - 2.6. Real estate renting and purchasing;
 - 2.7. Supplies and services provided by public enterprises such as (postal services, water supply, heating, electricity, etc.);
 - 2.8. Hotel and restaurant services and supplies.

Article 4 **General principles**

1. Each procurement procedure shall be implemented in accordance with the general principles of transparency and publication, equal access and equal treatment, as well as the principles of non-discrimination and fair competition.

2. During the implementation of the procurement procedures, the principle of cost efficiency shall be also respected according to the "value for money" criterion, providing that CBK funds shall be utilised economically, according to the purpose and subject of the procurement.

Article 5

Calculation of deadlines

1. Time limits of this Rule must begin on a working day and end on a working day. The time limit ends at 16:00 on the day of expiry.

2. Weekends and official holidays shall be counted when calculating the time limits. However, where the last day of the deadline falls on a Saturday, a Sunday or a public holiday, the time limit shall be extended to include the first working day thereafter.

Article 6

The opportunity to use electronic procurement

1. The Central Bank may implement an electronic procurement system applicable to all types and procurement procedures according to the provisions of this Rule, and to all economic operators interested and participating in the procurement procedures conducted by the Central Bank.

2. Pursuant to paragraph 1 of this Article, the Central Bank develops a reliable and sustainable electronic procurement system in accordance with local and international standards and best practices applicable in this field, in relation to electronic submission equipment and of accepting tenders as well as for devices for electronic acceptance of application for participation. This may also include the aspect of advanced electronic signature that shall be applied, in accordance with international standards.

3. After fulfilling all the procedural and technical conditions for the use of electronic procurement, the Governor or the person authorized by him/her shall make a decision to start the implementation of this form of procurement, according to the assessment and needs of the CBK.

4. For the implementation of this Article, the Central Bank shall issue a corresponding procedure.

CHAPTER II

PROCUREMENT PROCEDURES

Article 7

Procurement planning

1. Procurement planning for procurement activities at the Central Bank shall be made for a period of twelve (12) months. Procurement planning shall identify the supplies, services and works that the Central Bank plans to procure during the next fiscal year.
2. The Procurement and Contracting Division shall prepare the preliminary procurement plan for the next year within the last quarter of the following year. The preliminary plan shall be prepared according to the communications carried out with the requesting units within the CBK and the information sent by the requesting units which are then treated by the Projects Committee, as described in Article 8.
3. After the approval of the annual budget of the CBK, within a period of no more than 15 (fifteen) days after the confirmation of information from the requesting units for the approved budget, the final procurement plan shall be finalized.
4. The annual procurement plan, in addition to the identification according to paragraph 1 of this Article, also contains the estimated value of each contract on supplies, work and services that are planned to be implemented through procurement procedures.
5. The final procurement plan shall be approved by the Executive Board and a reduced version may be published on the CBK's official website. The final procurement plan may be changed by the Executive Board according to reasoning and upon recommendation of the Projects Committee, or when any procurement activity is changed or added upon revision of the Central Bank's budget.
6. The Procurement and Contracting Division shall prepare and maintain the standard procurement planning form with the necessary information, within other standard procurement documents.

Article 8

Projects Committee

1. The Project Committee is a working group which, according to this Rule, shall have three main functions:

- 1.1. Assessing the reasoning and feasibility of capital projects that are planned to be implemented through procurement procedures at CBK;
- 1.2. Periodic monitoring of the implementation flow of these projects; and
- 1.3. Recommending the necessary actions from point 1.2. in the event that difficulties are encountered during launching or implementation of the project.

2. In the first stage of assessing the reasoning and feasibility of capital projects, the Committee shall be in charge to make a preliminary assessment of the needs, importance and connection of the project with the objectives, tasks and strategic plan of CBK from the information coming from the organizational units of the CBK, at the same time the request units according to this Rule. The list of projects estimated by the Committee shall be recommended to the Governor and the same shall be reviewed and approved by the Executive Board. The same shall be reflected in the budget of the corresponding year.

3. In the second stage of project implementation monitoring, the Committee shall be periodically informed by the contract managers and the Procurement and Contracting Division about the flow, challenges and level of project implementation and reports through the Deputy Governor of the responsible pillar to the Governor.

4. The Projects Committee shall be appointed by the Governor. It shall be composed of 3 (three) to 5 (five) members, and it shall be chaired by the Governor's Office. The Committee shall cooperate closely with all the request units within the CBK that plan the implementation of the projects and also with the Procurement and Contracting Division.

5. The mandate of the Committee shall be decided upon a decision from the Governor, where the duties of this group shall be clearly defined.

Article 9

Procurement procedures at the Central Bank

1. When performing procurement activities, the Central Bank shall use one of the procedures defined according to this Rule.

2. The Central Bank in principle shall implement the open procurement procedure, insofar as this may be possible and shall not hinder the implementation of its mandate and duties.

Article 10

Open procedure

1. The open procedure shall begin with the publication of the Contract Notice. The publication shall be made on the website of the Central Bank as well as in other official electronic media of the CBK. After the publication of the Contract Notice, all interested parties may request the

tender dossier and submit the bid. The Central Bank shall disseminate the tender dossier within three (3) days from the day of receipt of the application, provided that the application was made in time before the deadline for submitting tenders.

2. In the Contract Notice, the time limit for submission of the request for the Tender Dossier by the interested parties shall be specified. Candidates shall submit their tenders within the deadlines set by the Central Bank and shall include all the documentation required by the Central Bank.

3. The Central Bank shall conclude a contract with the tenderer which meets the criteria for awarding the tender, based on the public announcement according to the criteria defined in the Contract Notice / Invitation to Tender.

4. The notification about the winner shall neither constitute an obligation for the CBK, nor a right for the winner, until the conclusion of the contract. CBK shall reserve the right not to sign the contract if, according to its professional assessment, it shall make difficult to achieve its objectives.

Article 11

Restricted procedure

1. The Central Bank may apply restricted procedures to carry out a procurement activity until the award of any contract based on verifiable factors according to paragraph 3 of this Article.

2. After receiving the application for participation and applications in the pre-qualification stage, the Central Bank shall invite in writing to submit the tender the candidates who fulfil the selection criteria specified in the Contract Notice and in the Tender Dossier in compliance with this Rule. Candidates who do not meet the criteria according to this Article shall be eliminated from further participation.

3. The Central Bank shall apply the restricted procedure according to the following verifiable factors:

3.1. The specific selection criteria set by the Central Bank that enable comparability of economic operators objectively; and

3.2. Restricting the number of tenders due to the nature of the procurement.

4. After the publication of the Contract Notice, interested parties may apply for participation in the restricted procedure within the deadline specified in the Contract Notice and provide the documentation required by the Central Bank.

5. The Central Bank in the first stage shall verify the eligibility of the candidates and evaluates whether the applications meet the selection criteria specified in the Contract Notice. The Central Bank shall invite for the tender in the second stage at least 2 (two) and at most 5 (five) eligible candidates, who meet the selection criteria according to this Article upon submitting

the tender. In cases where more than 5 tenderers meet the selection criteria, then specific selection criteria shall be applied. The Invitation to Tender shall be sent in writing simultaneously to all candidates invited to submit the bid.

6. Invited tenderers/bidders shall submit their tenders within the deadline set by the Central Bank and include all the documentation required by the Central Bank.

7. The Central Bank shall conclude a contract with the bidder which best meets the criteria for awarding the contract specified in the Invitation to Tender.

8. The notification about the winner shall neither constitute an obligation for the CBK, nor a right for the winner, until the conclusion of the contract. CBK shall reserve the right not to sign the contract if, according to its professional assessment, it shall make difficult to achieve its objectives

Article 12

Competitive procedure with negotiation

1. The Central Bank shall apply the negotiated competitive procedure only in these special cases:

1.1. If the nature of the works, supplies or services or the risks associated with them do not allow the preliminary setting of general prices;

1.2. If the nature of the services or works is such that the specifications cannot be verified with sufficient precision, to allow the award of the contract through the selection of the best tenderer according to the rules, which define the open or restricted procedures.

2. The Central Bank may also apply the negotiated procedure when no eligible tenders are received in response to an open or restricted (competitive) procedure, as long as the original terms of the contract are not substantially changed. The Central Bank may not publish a new Contract Notice if the negotiated procedure includes exclusively all tenderers who have applied in the previous procedure, which have met the selection criteria and which have submitted their tenders in accordance with the formal requirements for tender. If tenders are not secured or no tenders are submitted that meet the formal requirements of the tender, the Central Bank may also initiate the negotiated procedure without notice in accordance with Article 45 of this Rule.

3. Upon publication of the Contract Notice, interested bidders may apply for participation in the negotiated procedure. Such application shall be submitted within the deadline specified in the Contract Notice.

4. The Central Bank shall verify the eligibility of the tenderers and shall evaluate whether the applications meet the selection criteria specified in the Contract Notice. The Central Bank shall invite at least three (3) eligible candidates who meet the selection criteria to submit the tender, provided that a sufficient number of candidates who meet the selection criteria are available.

The Invitation to Tender shall be sent in writing and simultaneously to all candidates invited to submit the tender.

5. Upon evaluating the tenders, the Central Bank shall negotiate with the tenderers in order to align their tender with its requirements.

6. The Central Bank may initiate negotiations:

6.1. With the highest ranking tenderers. If negotiations with the highest ranking tenderers fail, the Central Bank may negotiate with the next ranking tenderers; or

6.2. Simultaneously with all tenderers who have submitted a tender and who essentially meet the technical and functional requirements of the Central Bank. In this case, the number of tenderers accepted for negotiations may be reduced in the next stages, applying the contract award criteria specified in the Contract Notice or Invitation to Tender.

7. Before the start of the negotiations, the Central Bank shall inform all tenderers how the negotiations are conducted. During negotiations, the Central Bank shall provide equal treatment to all tenderers invited for negotiations.

8. The Central Bank may invite tenderers to submit their revised tender.

9. The Central Bank shall contract the tenderer who best meets the criteria specified in the Contract Notice or in the Invitation to Tender.

Article 13

Procedure for price quotation

1. The Central Bank shall apply the procedure for price quotation when the calculated value shall not exceed the threshold set in Article 19, paragraph 3, subparagraph 3.1 of this Rule for supplies and services and Article 19, paragraph 3, subparagraph 3.2 of this Rule for employment contract.

2. The number of bidders invited to quote must be sufficient to ensure effective competition in the contract and must not be less than two (2).

3. Invitations to Quote shall be distributed simultaneously to potential bidders. The Tender Dossier shall be attached to the invitation. The minimum time limit for the submission of price quotations shall be five (5) calendar days from the day the invitations are disseminated.

4. Bidders who have not been invited to quote may request an invitation from the Central Bank, which must send the invitation to the operators concerned. These requirements shall not affect the due date for submission of quotations.

5. Bidders who have not been invited by the Central Bank to make a quote, but have received a copy of the invitation or information about the procedure from another party, shall have the right to submit a price quote. The price quotation submitted by such economic operator shall

be treated the same as other bidders.

Article 14

Minimum value purchase procedure

1. The Central Bank may apply the minimum value purchase procedure for the purchase of goods, services and/or works. The procurement officer shall contact at least three (3) economic operators of the goods, services or works in question. The Central Bank shall be obliged to document the operators contact, generating the register of the contacted economic operators. After having contacted at least three (3) bidders and not receiving three bids, the Central Bank shall continue with a responsive bid.
2. The Central Bank shall select the bidder who offered the lowest price, which will carry out the procurement activity.
3. For the purpose of this Article, the minimum value shall be considered the value, the amount of which shall not exceed the threshold of 5,000 (five thousand) euros. In these cases, the evaluation commission shall be applied in accordance with Article 36 of this Rule.
4. Except from paragraph 3 of this Article, for small or minimal purchases, the value of which is expected to be equal to or less than 1,000 (one thousand) euros, the Central Bank may not implement a procurement procedure. In any case, such purchases shall be made directly, always keeping in mind the criterion of value for money and ensuring the quality of supply, service or work for the favour of the Central Bank. In this case, for values over 100 (one hundred) euros, the market research for reference prices shall be documented, except in cases where the product is exclusive and there is no other reference in the market.
5. With the exception of paragraph 3 of this Article, for procurements that are implemented with a minimum value procedure, for the amounts of 1,000 (one thousand) up to 3,000 (three thousand) euros, the Central Bank establishes an evaluation commission with two members and signs a standard contract of procurement, which may also be in the form of a minimum value procedure form, as a legally confirmed instrument for this purpose; the same shall be signed by both parties in such cases.

Article 15

Negotiated procedure without publication

1. The negotiated procedure without publication may be applied according to the reasoning given by the requesting unit in the case of a new contract or by the contract manager in the case of an existing (preliminary) contract. In the document of the reasoning provided, the requesting unit provides the necessary information on which case, according to the provisions below this Article, the relevant procurement application is related to, and in the case of new contracts is related to the document of the rationale, the requesting unit provides information about the

economic operator with which the negotiations are carried out according to this procedure. With the recommendation of the deputy governor of the relevant pillar, the authorization for the implementation of this procedure in any case shall be given by the Governor:

1.1. For small and medium value procurements, the request/reasoning given by the requesting unit through the deputy governor of the relevant pillar and the approval by the Governor for the implementation of this procedure shall be valid.

1.2. For procurements with large values, the request/reasoning given by the requesting unit with prior approval by the deputy governor of the relevant pillar and final approval by the Governor for the implementation of this procedure applies shall be valid.

2. The Procurement and Contracting Division shall prepare the Standard Authorization Form for this procedure according to the above provisions of this Article.

3. The negotiated procedure without publication may be applied in the following cases:

3.1. For procurements that have as their subject supplies, works or services which are exclusively related to the implementation of the mandate and objectives of the CBK. Such an assessment for the implementation of this procedure for procurements related to the mandate of the CBK shall pass at two levels, first at the level of reasoning given by the request unit and at the level of assessment by the Projects Committee. The request unit, in accordance with the evaluation of the Projects Committee, through the deputy governor of the relevant pillar (for each field), shall recommend approval to the Governor.

3.2. In cases where, in the absence of competition for technical reasons, the goods, services or works are provided only by one operator or when a contractor has the exclusive right to the goods, services or works;

3.3. For supplies or services provided by the previous contractor, which are made either as a replacement or as an addition to existing goods and/or services and when a change of contractor forces the Central Bank to procure goods and/or services that do not meet the requirements of eligibility with existing goods or services. This for a value not greater than twenty (20%) percent of the price of the initial contract and when the need for this addition arises during the execution of the contract, up to three (3) months after its completion; such a process is accompanied by an explanatory memo from the requesting unit through the deputy governor of the relevant pillar.

3.4. In cases where supplementary construction services, which are not in the initial contract, due to unforeseen circumstances, have become necessary and the separation of supplementary replacement services from the initial contract is difficult for technical or economic reasons. This for a value not greater than twenty (20%) percent of the price of the initial contract and when the need for this addition arises during the execution of the contract, up to three (3) months after its completion; such a process is accompanied by an explanatory memo from the requesting unit through the deputy governor of the relevant pillar.

3.5. For new construction services consisting of the repetition of similar construction services, which are according to the basic project, provided that for this project the initial contract was concluded on the basis of the open or restricted procedure. This for a value not greater than twenty (20%) percent of the price of the initial contract and when the need for this addition arises during the execution of the contract, up to three (3) months after its completion; such a process is accompanied by an explanatory memo from the requesting unit through the deputy governor of the relevant pillar.

3.6. For the continuation of consulting services for which the initial contract has been satisfactorily implemented and the continuation of these services may bring economic advantages and effectiveness; such a process is accompanied by an explanatory memo from the requesting unit through the deputy governor of the relevant pillar.

3.7. For purchases or services, which are related to the personal qualities of the candidate-individual (such as paintings, sculptures, programming, consulting, translations, etc.); such a process is accompanied by an explanatory memo from the requesting unit through the deputy governor of the relevant pillar.

3.8. For the continuation of projection services that are related to other previously performed services, which if given to a new entity would infringe the copyright; such a process is accompanied by an explanatory memo from the requesting unit through the deputy governor of the relevant pillar.

3.9. For cases of purchase of goods or services under extremely favourable conditions that appear in a short time. This provision shall be applied in cases of non-ordinary sales by legal or natural persons who normally are not suppliers. This provision shall not apply to ordinary procurements from regular bidders; such a process is accompanied by an explanatory memo from the requesting unit through the deputy governor of the relevant pillar.

3.10. For urgent needs in cases of emergency situations for supplies, work or for services, these situations caused by circumstances beyond the control of the Central Bank and when the time available to solve the urgent need is not sufficient for the normal process of other procurement procedures, defined in this Rule. Provided that this provision cannot be used if the circumstances that created the extreme emergency situation may be attributed to negligent or intentional actions; such a process is accompanied by an explanatory memo from the requesting unit through the deputy governor of the relevant pillar.

3.11. In specific cases in function of the task of supplying the economy with cash, namely the cash treatment, when for the purpose of automating the processes of management and cash treatment the Central Bank may enter into direct contractual relations with internationally renowned European companies approved by the European Central Bank and authorized (CE) by the European Union (*proven to be reliable partners of most central banks in the world*), which deal with the design, production of currencies and provide comprehensive technical-technological solutions in the entire cash cycle, including fully automated cash treatment (processing and packaging) solutions. For this purpose and for the purpose of transparency and efficiency, a working group shall be created that deals with

the procedures of negotiation and written agreement of the relevant terms for the implementation of this process.

3.12. When such a procedure, except for the above cases, such a process is accompanied by an explanatory memo and approved in writing by the Governor;

4. The Procurement and Contracting Division, for the implementation of the negotiated procedure without publication according to paragraphs 3.3, 3.4 and 3.5 of this Article, shall be based in any case on the written report of the contract manager, if the contract has been implemented satisfactorily and also in the necessary authorization according to paragraphs 1.1 and 1.2 of this Article.

5. The implementation of this procedure does not in any case release the Central Bank from the obligation to (i) play an active role in setting the terms of the contract, especially regarding prices, acceptance deadlines, quantities, technical characteristics and guarantees, (ii) ensure that the contracted price is not higher than the corresponding market price, and (iii) carefully assess the quality of the product, service or work performed with this procedure.

Article 16

Framework contracts

1. The Central Bank may use the framework contract in cases where it regularly concludes contracts for supplies, services or similar work without being able to define the exact quantity and time of delivery and/or detailed requirements. In these cases, the estimated quantity specified in the tender documents is only an indicative quantity and does not constitute a legal obligation for the CBK nor a right for the contractor. This provision is also included in the framework contract and tender documents. The Central Bank shall specify in the Tender Dossier the value or quantity of the contract as a threshold or a ceiling and shall allow limited variation also stating the percentage of discrepancy allowed. The allowed difference cannot be higher than 30% (thirty percent). If the purchase order exceeds the total indicative quantity or the total indicative value of the framework public contract including the thirty percent (30%) allowed, regardless of the original expiration date of the framework agreement, the contract shall be automatically terminated.

2. In order to conclude a contract representing a framework agreement, the Central Bank shall follow the open, restricted or competitive procedure with negotiation, according to this Rule for all stages until the framework agreement is reached. After its conclusion and during its implementation, the terms of the framework agreement cannot be changed.

3. Contracts within the frame agreement may be concluded with one or several economic operators, with a duration that is in accordance with Article 43 of this Rule.

4. When a framework agreement shall be concluded with a single economic operator, the contract based on that agreement shall be awarded within the limits of the conditions specified in the framework agreement according to which the orders shall be executed. In this case, the

Central Bank shall carry out its orders according to the contract from the framework agreement with the winning economic operator.

5. In cases where the Central Bank decides to conclude a framework contract with several economic operators, the criterion of at least two contracts with two different operators must be met. The Contract Notice shall specify the award criteria to be used for mini-tenders, the scope and number of contracts to be awarded. Contracts based on the framework agreement shall be awarded in accordance with the procedures set forth in this Article. In this case, only the economic operators which are parties in the framework contract may participate in the mini-tender, for the submission of which the Central Bank shall give a deadline of at least 5 (five) days from its respective notification. In the event that not all economic operators which are parties to the framework agreement submit their bids, the mini-tender procedure shall be valid. The contract in the mini-tender shall be awarded according to the criteria defined in the Contract Notice as defined in this paragraph.

6. When the Central Bank concludes framework agreements with several economic operators, the contracts may be awarded either:

6.1. by implementation of the criteria specified in the framework agreement without reopening the competition; or

6.2. if such criteria are not defined, the Central Bank may reopen the competition for suppliers with which the framework agreement exists.

7. In the last case according to sub-paragraph 6.2 of this Article, the Central Bank awards the contract in accordance with the following procedures:

7.1. The Central Bank shall invite economic operators which are party to the framework agreement to submit tenders within a period of 5 (five) days. The Request for Proposal must also specify the criteria on the basis of which the contracts shall be awarded;

7.2. Tenderers must submit their tenders in writing within the deadline set by the Central Bank, and

7.3. The Central Bank shall award the contract to the tenderer which submitted the best tender based on the award criteria specified in the Request for Proposal.

Article 17

Dynamic purchasing/procurement system

1. The Central Bank may procure goods, services and works for ordinary use through dynamic purchasing systems. Unless otherwise specified in this Article, the Central Bank shall follow and apply the rules of the open procedure.

2. For the purposes of creating a dynamic purchasing system, the Central Bank shall:

- 2.1. publish the Contract Notice indicating that the dynamic purchasing system has been used and contains the reference to the web address where the tender conditions may be found;
 - 2.2. bid by electronic means upon the publication of the announcement and until the expiration of the system, unlimited, direct and complete access to the terms of the tender and to any additional document;
 - 2.3. set out terms of the tender among other matters, the criteria for selection and award, the nature of the foreseen purchase under that system, as well as all the information related to the purchasing system, the electronic equipment used and the technical connection agreements and specifications.
3. The system shall be open throughout its duration to any supplier that meets the selection criteria and that has submitted a tender expressed in accordance with the tender conditions. Tenderers may improve their indicative tender at any time, provided they continue to adhere to the tender terms.
 4. After accepting the indicative tenders, the Central Bank shall verify within a reasonable time the eligibility of the tenderers and the fulfilment of the selection criteria. It shall also check whether the indicative tenders meet the terms of the tender. The Central Bank shall notify the tenderers as soon as possible regarding their acceptance or no into the dynamic purchasing system.
 5. Each specific contract whose value is above the thresholds defined in Article 19 of this Rule shall be subject to a special Invitation to Tender. Before issuing this invitation, the Central Bank shall publish a Contract Notice in a national newspaper with the largest circulation in the country inviting all interested tenderers to submit the indicative tender within a deadline that cannot be less than fifteen (15) days from the day the notification was sent. The Central Bank shall first evaluate all indicative tenders received within the specified period and then continue with tendering.
 6. Upon completion of the evaluation, the Central Bank shall invite all tenderers accepted into the system to submit the tender within a reasonable time. The Central Bank shall award the contract to the tenderer, which submitted the best tender based on the award criteria defined in the Contract Notice for the creation of the dynamic purchasing system. These criteria may be formulated more precisely in the Invitation to Tender, if needed.
 7. If the value of a specific contract is below the thresholds of Article 18 of this Rule, the Central Bank may invite five (5) or three (3) tenderers accepted into the system in accordance with the procedure set forth in Article 45 of this Rule.
 8. A dynamic purchasing system may not last longer than four (4) years, except in well-reasoned cases.

CHAPTER III

COMMON PROVISIONS FOR ALL PROCUREMENT PROCEDURES

Article 18

Calculation of the estimated contract value

1. Calculation of the contract value shall be based on the total amount including all applicable taxes and duties. The calculation shall include related costs, in particular costs related to alternative points, contract renewals, premium, rate, interest payments and travel and accommodation costs, prices or payments for candidates or tenderers.
2. The assessment must be valid at the moment the Central Bank decides on the appropriate procurement procedure.
3. No procurement may be divided in order to avoid the implementation of the procedures established under this Rule.
4. The calculation of the estimated value of work contracts shall be based on the total costs related to the execution of the works, including the value of the supplies necessary for the execution of the works, which are made available to the contractor by the Central Bank. The costs associated with the design and planning of the works shall also be calculated as part of the estimated value of the works contracts.
5. Regarding contracts for continuous supply of goods and services, the value taken as a basis for calculating the estimated contract value, as need, shall be as follows:
 - 5.1. In the case of fixed-term contracts: the total value for the entire term;
 - 5.2. In the case of contracts without a fixed term: the monthly value multiplied by forty-eight (48).
6. In case of subsequent contracts for supply, services, and work of the same type, the calculation of the estimated value of the contract shall be based on the actual value of subsequent contracts awarded during the previous twelve (12) months. The calculation shall be adjusted if possible, taking into account the changes in quantity or value which are expected to occur during twelve (12) months after the initial contract.
7. If the contract is divided into several lots, or if several contracts that are awarded are mostly related and have the same tasks as their objective, then the total value of all lots or individual contracts shall be taken into consideration.
8. The value of the framework agreements shall be calculated on the basis of the total maximum estimated value of all contracts foreseen for the general term of the framework agreement.

Article 19
Classification of contracts by value

1. Contracts with total estimated value shall be equal to or exceeds the threshold amounts specified in paragraph 3 of this Article, shall be tendered in accordance with the procedures defined in Chapter II of this Rule.
2. Contracts with total estimated value shall be below the threshold amounts specified in paragraph 3 of this Article, shall be tendered in accordance with the procedures defined in Articles 13 and 14 of this Rule.
3. Threshold amounts that apply shall be according to the following definitions:
 - 3.1. For contracts for supply and services, the upper threshold shall be fifteen thousand (15,000) euros,
 - 3.2. For work contracts, the upper threshold shall be thirty thousand (30,000) euros.
4. The classification of contracts according to value shall be defined as follows:
 - 4.1. Contracts of minimum value shall be considered contracts of 1,000 (one thousand) to 5,000 (five thousand) euros.
 - 4.2. The following contracts shall be considered as low value contracts:
 - 4.2.1. Contracts for supply and services from 5,001 (five thousand one) to 15,000 (fifteen thousand) euros,
 - 4.2.2. Contracts for work from 5,001 (five thousand one) to 30,000 (thirty thousand) euros.
 - 4.3. Medium value contracts shall be considered the following contracts:
 - 4.3.1. Contracts for supply and services from 15,001 (fifteen thousand and one) to 125,000 (one hundred and twenty-five thousand) euros,
 - 4.3.2. Work Contracts from 30,001 (thirty thousand one) to 250,000 (two hundred and fifty thousand) euros.
 - 4.4. The following contracts shall be considered as high value contracts:
 - 4.4.1. Contracts for supply and services over 125,000 (one hundred and twenty-five thousand) euros.
 - 4.4.2. Work Contracts over 250,000 (two hundred and fifty thousand) euros.

Article 20
Request for procurement

1. Each procurement procedure shall begin with the submission of a request to the Procurement and Contracting Division according to the list of approved projects, where the same is a project. The request shall be prepared by the requesting unit and must contain the following data:

1.1 Clear and complete requirements related to the subject of the procurement (supply, work or service) that are required to be carried out, expressed also quantitatively and accompanied by the relevant argumentation from the requesting department/division with a formal assessment of the needs that should be met and that the results of this assessment be formally recorded in writing in the application and kept as documentation;

1.2. Requirements and/or technical and functional specifications drafted responsibly based on needs;

1.3. The necessary fund planned in the budget of the corresponding calendar year for the subject of procurement, as well as, for contracts with a term longer than one year, the full fund according to the estimated contract value for the entire planned contracting period;

1.4. In the case of long-term contracts, the necessary fund planned according to the annual budget and a reasonable basis of forecasting/planning in order to commit the funds for the next fiscal years throughout the entire term of the respective contract;

1.5. The request shall be submitted through the deputy governor of the field, signed by the Governor or his authorized/delegated person.

2. Ten days after the acceptance of the request for procurement, the tender announcement continues, with the exception of special cases when a more detailed review is required.

Article 21
Procurement announcement

1. In cases of implementation of a procedure provided for in Article 10, Article 11 and Article 12 of this Rule, the Central Bank shall publish the Contract Notice on the same date, both on its website and in its official electronic media. In case of inconsistency between two different versions of the announcement, the version published on the official website of the Central Bank shall be authentic and prevails other versions.

2. The Central Bank may also publish a "Preliminary Notice" with information about the total estimated value of the contracts by service category or product groups and the essential characteristics of the work contracts it intends to award during a budgetary year.
3. The estimated contract value shall be defined in the Contract Notice and in the Tender Dossier.

Article 22

Invitation to Tender and Tender Dossier

1. The Invitation to Tender shall contain at least the following data:
 - 1.1. Procurement number/reference in the published contract announcement;
 - 1.2. The formal requirements of the tender, in particular the deadline for accepting tenders, the address to which the tenders must be sent, the language or languages in which the tenders must be drafted, the form in which the tender is presented and the period during which the tender must remain valid; and
 - 1.3. Options related to complementary works, services and supplies, as well as the number of possible renewals and extensions, if any;
 - 1.4. The list of documents to be presented by tenderers; and
 - 1.5. The relevant weight given to the criteria for awarding the contract or, as necessary, the order of descent according to the importance of such criteria, if they are not given in the Contract Notice.
2. The Tender Dossier shall consist three parts: tender procedure, draft contract and tender form and includes the following:
 - 2.1. A copy of the specifications according to Article 28 of this Rule that define the requirements of the Central Bank or in the case of a negotiated procedure, a copy of the Request for Proposal that defines the needs of the Central Bank; and
 - 2.2. A copy of the draft contract, with its general terms and conditions;
 - 2.3. Any documentation deemed relevant by the Central Bank. If these documents are available electronically, in the Invitation to Tender shall be specified how tenderers may access them.
3. The conditions of the Invitation to Tender according to paragraph 1 and 2 of this Article shall not apply to the procedures for price quotation and purchase with minimum value.
4. The procurement officer prepares the Tender Dossier in accordance with the provisions of this Article, along with the Dossier, prepares the selection criteria, the award criteria which are in advance authorized by the Head of the Procurement and Contracting Division, whereas the

technical specifications shall be prepared by requesting units and confirmed by its head, according to this Rule. In cases of complex or special contracts, the Central Bank may appoint external experts or contractors to help in drafting the technical and functional specifications. In these cases, the Central Bank shall apply the provisions of this Rule for hiring the external experts or contractors.

Article 23

Procurement numbering

1. Every procurement activity must be coded by the Central Bank with a "Procurement Number" for quick identification and for monitoring and statistical purposes, etc.

2. The Procurement Number shall consist of:

Table No. 1.

| Procurement Number | |
|---------------------------|--|
| 1 | Identification of the Central Bank |
| 2 | Identification of the procurement year |
| 3 | 3-digit serial number starting with 001 each calendar year |
| 4 | Three-digit code for the procurement type, value and procedure |

3. The code for the type of procurement shall be presented in the following table:

Table No. 2.

| Code for the procurement type | |
|--------------------------------------|----------|
| 1 | Supply |
| 2 | Services |
| 3 | Works |

4. The code for the procurement value shall be as shown in the following table:

Table No. 3.

| Code for the procurement value | |
|---------------------------------------|---------------|
| 1 | Large value |
| 2 | Medium value |
| 3 | Low value |
| 4 | Minimum value |

5. The code for the procurement procedure shall be as follows:

Table No. 4.

| Code for the procurement procedure | |
|---|--|
| 1 | Open procedure |
| 2 | Restricted procedure |
| 3 | Competitive procedure with negotiation |
| 4 | Procedure for price quotation |
| 5 | Minimum value purchase procedure |

Article 24
Communication with candidates and tenderers

1. During the tendering procedure, candidates and tenderers shall communicate only with the contact persons appointed by the Central Bank. The Central Bank shall specify in the Contract Notice and/or in the Invitation to Tender the means that shall be used for communication. Means of communication are generally available and non-discriminatory. Unauthorized communication by CBK staff shall be treated as an excess of competence or a disciplinary issue and shall be addressed in accordance with the Employment Policy at the CBK and the Code of Ethics and Conduct at the CBK.
2. Candidates/tenderers shall submit their applications /tenders in writing in accordance with the requirements defined in the Contract Notice / Invitation to Tender.
3. The Central Bank may implement electronic tendering procedures, when such an opportunity is available. In such a case, the Contract Notice shall specify in particular the formal requirements to be met by the candidates/tenders and indicates how to access the electronic platform. The Central Bank may indicate that it shall accept only electronic applications/ tenders.
4. Candidates/tenderers may submit to the Central Bank in writing their questions related to the Contract Notice, Invitation to Tender or supporting documents in accordance with the conditions specified in the Contract Notice or Invitation to Tender. The Central Bank shall answer such questions within the reasonable time and communicates the answers to all candidates/ tenderers anonymously if are relevant to them.
5. The Central Bank shall ensure that the information provided by candidates and tenderers shall be treated and stored in accordance with the principle of confidentiality.

Article 25
Deadlines for accepting applications for participation and accepting tenders

1. When setting the deadlines for the acceptance of tenders and applications for participation, the Central Bank shall take into account in particular the complexity of the contract and the time needed for the drafting of tenders, without prejudice to the minimum deadlines set by this Article.
2. In case of open procedures, the minimum deadline for accepting tenders is ten (10) days from the date of sending the Contract Notice.
3. In case of restricted procedures, negotiated procedures:

- 3.1. the minimum deadline for accepting applications for participation is ten (10) days from the day of sending the Contract Notice; and
- 3.2. the minimum deadline for accepting tenders is ten (10) days from the date of sending the Contract Notice.
4. The deadlines for accepting tenders may be shortened by five (5) days if the Central Bank provides sufficient justification and get prior approval from the Governor.
5. If in an open procedure, the Invitation to Tender, although requested in time, is not given within six (6) days, or when tenders may only be submitted after the on-site visit or after the on-site inspection of the documents supporting the Invitation to Tender, the deadlines for accepting tenders may be extended in order for all economic operators to have time to prepare tenders.
6. In the case of restricted procedures and negotiated procedures, the Central Bank may implement an accelerated procedure where the urgent need the deadlines specified in this Article are deemed to be impractical. In such a case, the following minimum terms shall apply:
 - 6.1. The deadline for accepting applications for participation, which cannot be less than five (5) days from the date of sending the Contract Notice;
 - 6.2. The deadline for accepting tenders, which cannot be less than five (5) days from the date of acceptance of the Invitation to Tender.
7. Before the expiration date, the Central Bank may extend the deadlines specified in the Contract Notice or the tender documentation if it modifies the tender documentation or in other well-reasoned cases.

Article 26

Requests for additional information and clarifications

1. After the opening of the applications for participation or tenders, in the evaluation stage, the Central Bank may ask the candidates or tenderers to submit, within a certain time limit, additional, clarifying or supplementary information or documentation which is completely missing or appears to be missing, or it is wrong in the applications or tenders submitted. When applicable, this option shall be provided to all participants.
2. Requests for additional information and clarifications shall be made in full compliance with the principles of equal treatment and transparency, in particular they should not lead to any preferential treatment, or give a competitive advantage, or change the conditions of an application or tender.
3. In the Contract Notice, respectively in each Tender Dossier, the Central Bank shall specify for which categories of documentation additional information or completion may be requested from the candidates or tenderers.

4. The request from the Central Bank for additional information and clarifications according to this Article shall be applied only to the documents that the candidates or tenderers possess (whose existence is fixed) before the deadline for the submission of tenders, and can be objectively verified.

Article 27 **Correction of tender documentation**

1. If the Central Bank discovers, before the expiration of the deadlines for submission of applications or tenders, any error, any lack of accuracy, any omission or any type of error in the text of the Contract Notice, the Invitation to Tender or the accompanying documents, it shall correct the error and properly notify all candidates or tenderers.

2. If the candidates or tenderers consider that the requirements of the Central Bank specified in the Contract Notice, Invitation to Tender or supporting documents are incomplete, contradictory or illegal, they shall immediately notify the Central Bank in writing about their concerns. The candidate/tenderer must notify its concerns without undue delay after it becomes aware of the irregularity or after being able to know about it. The Central Bank may then correct or complete the applications as per request or object the request giving reasons about this. Objections towards requests of the Central Bank which have not been communicated to the latter without undue delay could not be filed at a later stage.

Article 28 **Technical specifications**

1. The Central Bank shall submit in the Tender Dossier all the technical specifications with which each tender must comply. The requesting unit of the Central Bank shall compile the technical specifications, in such a way that they are in line with the purpose of the procurement, non-discriminatory and aimed at ensuring the best possible access for all candidates and tenderers. In addition, the requesting unit specifies whether the technical specifications shall be mandatory or with minimum requirements. The same shall be confirmed by the highest manager of the unit and the deputy governor of the relevant pillar.

2. When the technical specifications shall be mandatory requirements, all tenders must fulfil them in order to be considered responsible tenders.

3. If the best cost effective tender criterion shall be applied to award the contract, the technical specifications, in addition to the mandatory requirements, may contain preferred functional (performance), quality, durability, warranty, etc. requirements on which the tenderers shall be evaluated. Such technical specifications may be defined as sub-criteria ("functional characteristics") for the best cost effective tender.

4. During the formulation of the technical specifications, the requesting unit may refer to:

4.1 a Kosovo standard that implements a European standard;

- 4.2 a European standard;
- 4.3 a European technical approval,
- 4.4 a joint technical specification,
- 4.5 an international standard or
- 4.6 any other technical reference issued by European bodies for standardization.

5. In general, there should be no requirement or reference to the technical specifications of the brand or name, patent, drawing or type, origin of the manufacturer or service provider. Exceptionally, in special cases, the requesting entity may draft technical specifications or make such a special reference, if it is not possible to compile a sufficiently precise and understandable specification of the subject of the relevant contract, in accordance with paragraph 1 of this Article provided that its reference is accompanied by the words "or equivalent".

6. The requesting unit according to the specific object of the procurement, judging and arguing its own importance, the nature of the work, the technical or specific conditions of the requested product or service or the existence of a strategy or policy approved by the Central Bank, and supported as the case may be, in the arguments made in the application for procurement of the relevant department, may specify the brands of goods, either as a "brand name" category or as an individualized brand, obtaining written approval for each case by the Governor, after the recommendation by the deputy governor of the relevant pillar. In the procurement of goods and services with an individualized brand, the requesting unit shall intend to procure directly with the manufacturer or, as notified by the latter, with its authorized representative.

7. The Central Bank may specify preferred functions, performance or other specifications, as sub-criteria, on which tenderers shall be evaluated for the best cost effective tender according to Article 29 of this Rule.

8. In special cases, for the drafting of technical specifications, specialists from outside the Central Bank may be hired in exchange with the relevant remuneration.

9. The requesting unit shall be responsible for compiling the technical specifications in accordance with the requirements of this Rule. The requesting unit shall be submitted to the Procurement and Contracting Division the Declaration as a standard form for the drafted technical and functional specifications.

10. The Central Bank must ensure that supplies, services and various producers do not belong to countries (states) for which the Republic of Kosovo may have imposed import/ export sanctions, or countries whose products, services and supplies are considered as unreliable by any of the organizations/countries, such as: European Union, United States of America, NATO, OECD or European Free Trade Association.

Article 29
Options of technical specifications

1. In cases of procurements where the Central Bank shall be applied the best cost effective tender criterion, it may authorize bidders to present options of technical specifications. This information shall be made known to the candidates or tenderers in the Contract Notice, respectively in the Tender Dossier.
2. In such cases when options are possible, the Central Bank shall be present in the Tender Dossier the minimum requirements of the technical specifications to be fulfilled by the options. Only options that meet these minimum defined requirements shall be accepted by the Central Bank.
3. Due to the importance of innovation and technological developments of products and services, the Central Bank shall be encouraged to apply options as often as possible. In this way, through the criterion of the best cost effective tender, by evaluating with more points the specific sub-criterion of the technical specification provided by a tenderer as the best option compared to the minimum requirements, the Central Bank shall provide the best cost effective option from a procurement procedure where options have been applied.

Article 30
Bid bond

1. The Central Bank may include in the tender documents the bid bond condition in the form of a bank guarantee, letter of credit or insurance policy. The value of the bid bond must not be less than 3% (three percent) and not more than 5% (five percent) of the estimated value of the contract, and in no case can it be less than one thousand (1,000) euros. The bid bond condition shall be mandatory in case the Central Bank requires this for the open and restricted procedure and must be submitted together with the bid. The Central Bank, depending on the specific procurement subject, may provide this condition for other procurement procedures as well.
2. The bid bond shall be confiscated by the Central Bank, when:
 - 2.1. a bidder withdraws its bid within the bid validity period;
 - 2.2. a successful bidder withdraws from the contract or is unable to provide the bid bond in order to fulfil the obligations of the contract, if is required such bond;
 - 2.3. has verified facts that the tenderer in question has given to the Central Bank materially incorrect or misleading information in its bid.
3. If the event that could cause the confiscation of the bid bond has not occurred, the Central Bank, at the tenderer's request shall return the funds or documents that have been deposited as bid bond in compliance with the terms of the relevant tender.

4. If the Central Bank finds out that an event has occurred that requires the confiscation of the bid bond according to paragraph 2 of this Article, it notifies the relevant tenderer in writing for the enforcement of the confiscation. However, if the bid bond in question has been deposited in the form of a credit or bank security, the Central Bank must first take all necessary measures to obtain the relevant funds from their issuer before sending the tenderer the notice required under this paragraph. Such deposited funds cannot be used until the respective tenderer has exhausted its right to appeal against the Central Bank's decision to confiscate the bid bond.

5. After the tenderer has exhausted its rights within the period of 5 working days to appeal against the notification under paragraph 4 of this Article, according to the decision of the Central Bank on the appeal, it shall treat the confiscation of such deposit of bid bond. In case of confiscation of the bond, the funds shall be transferred to the general current account of the Central Bank.

Article 31 **Eligibility of candidates/tenderers**

1. All natural and legal persons who are residents or located in the Republic of Kosovo shall have the right to participate in the procurement procedures of the Central Bank. Tender procedures shall also be open under equal conditions to all natural and legal persons who are not residents of the Republic of Kosovo or come from other countries. Economic operators from other countries may be admitted to participate at the discretion of the Central Bank.

2. Temporary partnership groups may participate in a tender procedure under the conditions specified in the Contract Notice or Invitation to Tender. The Central Bank may require such groups to adopt a specific legal form if the contract shall be awarded to them, if such form is necessary for the proper performance of the contract.

3. The Central Bank shall exclude candidates or tenderers from participating in a tender procedure if, in the last 10 years, they have been the subject of a final judgment for the criminal offense of fraud, corruption, money laundering, involvement in criminal organizations or any other illegal activity that harms the financial interests of the country and the Central Bank.

4. The Central Bank may reject and/or exclude candidates or tenderers from participating in its procurement procedures at any time if:

4.1. they have gone bankrupt or are in liquidation, their affairs are administered by the courts, they have entered into an agreement with creditors, they have ceased business activity, they are the subject of the procedure related to these issues, or they are in a similar situation as a result of the same procedure provided in the country's legal framework;

4.2. it is found by a competent court, administrative agency or organization for the implementation of standards of the professional conduct, that they have behaved unprofessionally or have committed serious professional violations;

4.3. they have not fulfilled their obligations regarding the payment of pension, health contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or those of the Central Bank or those of the country where the contract shall be fulfilled.

4.4. they have been found by a court (or arbitration) to have committed a serious breach of contract as a failure to comply with their contractual obligations after another tendering procedure;

4.5. managers, personnel or their intermediaries have a conflict of interest;

4.6. they are responsible for misuse in providing the information requested by the Central Bank;

4.7. they have contacted other candidates or tenderers with the aim of limiting competition;

4.8. they have participated in the preparation of the Contract Notice or the Tender Dossier, or in the preparation of any part therein, including the technical specifications,

4.9. they are no longer authorized by the initial authorizers for supplies, work and specific services that were professional and technical tendering criteria.

5. Candidates or tenderers must prove that they are not in any of the aforementioned situations and/or provide the evidence specified in the Contract Notice or Invitation to Tender. If such circumstances arise during the procedure, the relevant candidate/tenderer shall notify the Central Bank without any delay.

Article 32

Selection criteria

1. The Central Bank shall specify in the Contract Notice as well as in the Tender Dossier the criteria for the selection of candidates/tenderers to fulfil the contract. The selection criteria shall be related to the economic, financial, technical or professional capacity of the candidate or tenderer.

2. The Central Bank shall set minimum capacity levels below which it cannot select candidates or tenderers. These minimum levels shall be specified in the Contract Notice as well as in the Invitation to Tender as qualification criteria.

3. The Central Bank, in order to assess the professional suitability, may ask the candidates or tenderers to prove that they are authorized to fulfil the contract according to local laws, which is evidenced through inclusion in the commercial or professional register or in the statement or certificate of oath, membership to a specific organization, clear authorization, etc.

4. The Central Bank shall specify in the Contract Notice and/or in the Invitation to Tender the documents that must be submitted by the candidates or tenderers as evidence of their financial,

economic, technical and professional capacity. The required documentation shall not go beyond the scope of the contract and takes into account the legitimate interests of the economic operators in terms of especially the protection of their business and technical secrets.

4.1 Regarding the technical and professional capacity, the Central Bank may ask the economic operators to provide evidence to show that they possess the minimum qualifications required and specified in the Tender Dossier and in the Contract Notice, as follows:

4.1.1. In the case of supplies:

- the list specifying all the main important supplies of the economic operator made in the past three years, specifying the products supplied, the contract amount, the date and the recipient: when the supply was made to a public authority in Kosovo or to another country, the copy of the important certificate(s) issued or co-signed by such authority as the reference serves as proof of this delivery; when the supply is made to a private buyer, a copy of any document signed by the buyer and evidence of such delivery as well as a reference serve as proof of this delivery;

- description of the economic operator's technical equipment, quality assurance measures and development equipment that may be required;

- product samples, descriptions, graphic presentations and/or photographs of the products to be supplied.

4.1.2. Depending on the type of services, evidence may be required that proves the ability of economic operators to provide services, such as skills, efficiency, capacity, experience and reliability.

4.1.2.1 Data regarding the technical skills of economic operators may be presented through one or more of the following means, according to the type, quantity and purpose of the services: educational and professional qualifications of the leading personnel of the economic operator and, in particular, of the person or to persons who shall be directly involved and responsible for the provision of services; the list specifying all the main important service contracts carried out in the past three-year period, specifying the type of services included, the amount of the contract, the date and the recipient. When the services are provided for any public authority in Kosovo or in another country, the copy of the relevant certificate(s) issued or co-signed by such public authority, as well as the reference, shall serve as evidence for this provision of services; when the services are provided to the private buyer, proof of this provision of services must be a copy of any document signed by the buyer and evidence of such insurance as well as references.

4.1.2.2 The report on the average workforce and the average number of leading personnel of the economic operator for each of the last three years.

4.1.2.3 The report on the tools, accessories or technical equipment that are available to the economic operator for the realization of services.

4.1.2.4 Description of the measures to be taken by the economic operator to provide quality and equipment for research and development.

4.1.3 In the case of works, evidence may be requested that proves the technical and professional ability of the economic operators to carry out such projects or the realization of such works, such as: educational and professional qualifications of the managing staff of the economic operator and, in particular, of the person or persons who will be directly responsible for the realization of work projects or for the realization of construction activities; the list that specifies all projects of works and construction activities carried out in the past three-year period, accompanied by certificates for the completion and/or satisfactory completion of projects (including references) of the most important works and/or construction activities; certificates specifying the value, date and location of works projects and/or construction activities and specifying whether they have been carried out and/or fulfilled and properly completed; the report on the tools, accessories and technical equipment that are available to the economic operator for the realization of the works project or the fulfilment of construction activities; the report on the average workforce and the average number of managing staff of the economic operator for each of the past three years; and the report on the technicians or technical units in which the contractor may be called for the implementation of the works project or the realization of the construction activities.

4.2. As for the economic and financial capacity of the economic operators, the Central Bank may request evidence that they fulfil the minimum economic and financial conditions specified in the Tender Dossier and in the Contract Notice.

4.2.1. In cases where a minimum annual turnover is required that the economic operators must fulfil, the request will not exceed two (2) times the estimated value of the contract. This requirement must be expressed in figures in the Contract Notice and in the Tender Dossier, and shall refer to a maximum of the last three financial years. Where, in addition to the minimum turnover, a specified minimum turnover is required in the specific area covered by the contract, such turnover shall not exceed one point five (1.5) times the estimated value of the contract.

4.2.2. In general, economic operators shall be allowed to fill out the request according to paragraph 4.2.1 above by submitting, if relevant and necessary, one or more of the following references: the relevant report or reports from one or more banks; evidence of an insurance policy issued by a licensed insurance company; certified copies of one or more balance sheets or extracts from balance sheets if the publication of such balance sheets is required under the law in the country of establishment of the economic operator; copies of financial reports and management reports certified by a recognized licensed auditing firm or an independent licensed auditor; annual tax declarations submitted to the Tax Administration of Kosovo.

5. If for any special reason that the Central Bank shall consider reasonable, the candidate or tenderer is unable to provide the required documents, it may prove its capacities by other means that the Central Bank shall consider appropriate.

6. A tenderer may, as necessary for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the ties it has with them. In that case, it must prove to the Central Bank that it has available the necessary resources to perform the contract. Under the same conditions, a temporary grouping of suppliers may rely on the capacities of group participants.

Article 33 **Partnership/ consortia bidding groups**

1. Groups of economic operators such as consortia may participate in procurement procedures under this Rule which are not required to undertake any special legal form to submit the tender. Selected groups may be required to do so after being awarded the contract, to the extent necessary for sufficient performance of the contract.

2. If a tender is submitted by a group of economic operators, the tender must contain a statement signed by each of the members of the group, confirming their participation in the group and that they do not participate in any other group participating in it the same tendering procedure. In case a member of a tendering group participates in two or more groups for the same tender, each of the respective groups in which this member is included shall be considered irresponsible and excluded as such.

3. All members of the group or consortium shall be jointly and severally liable to the Central Bank for the content of the group's tender and if the relevant contract shall be awarded to the said group, they shall also be jointly and severally liable for the execution of the contract in question.

4. If a tender shall be submitted by a group of economic operators, each member of the group shall be obliged to prove that they are not excluded from participating in procurement activities according to Article 31 of this Rule. Whereas the requirements for the selection criteria related to the economic, financial, technical and professional capacity, shall be applied only to the group as a whole and not to the individual members of the consortium.

Article 34 **Award criteria**

1. The Central Bank shall specify in the Contract Notice and/or in the Invitation to Tender whether it shall award the contract to the tenderer which bids the best cost effective tender or to the responsible tenderer who bids the lowest price.

2. If the contract is awarded to the tenderer with the best cost effective bid, then the Central Bank specifies in the Contract Notice or in the Invitation to Tender, or in the case of the negotiated procedure in the application for participation:

2.1. the qualitative criteria according to which tenders are evaluated, which must be related to the subject matter of the contract in question and may include the following:

2.1.1. cost-related criteria: price, current costs, operating costs, after-sales services, training, spare parts, etc.

2.1.2. non cost-related criteria: quality, technical merits, aesthetic and functional characteristics, environmental characteristics, delivery date and delivery period or completion period.

2.2. relative weighting given to each of the selected criteria for determining the best cost effective tender. These weights may be expressed by considering the degree of maximum proper extension. If, in the Central Bank's assessment, weighting is not possible for demonstration reasons, it shall present the criteria in decreasing order of importance.

3. The best cost effective tender criterion must ensure that the best purchase (best cost effective) is provided taking into account the optimal cost combination which will include the total life cycle costs of goods, works or services. It is necessary to look at all the costs that will contribute to maintenance costs and operating costs that will be reasonable over the life of the project.

Article 35

Evaluation - general matters

1. The Central Bank shall evaluate all tenders according to the award criteria referred to in Article 28 of this Rule upon:

1.1. verification of the formal tender requirements;

1.2. verification of the eligibility of tenderers as referred to in Article 31 of this Rule;

1.3. evaluated the fulfilment of the selection criteria referred to in Article 32 of this Rule.

2. The Central Bank shall award the contract to the tenderer who best meets the award criteria.

3. Applications and tenders shall not be open before the last date and time set for their submission. The opening of bid as a process is carried out in accordance with Article 36 of this Rule. Unless otherwise specified, candidates or tenderers may not attend the opening.

4. In procedures where the evaluation criteria is the suitable bid with the lowest price, in cases where two or more bids with the same price appear, the economic operator / tenderer who submitted the bid first to the Central Bank shall be declared the winner.

5. The evaluation process and the result shall be documented in an evaluation report.

6. For procurement procedures with values above the thresholds from Article 19, the procurement method of separating the technical offer from the financial one shall be applied, as the case may be.

Article 36
Evaluation Commission

1. The Evaluation Commission shall be appointed *ad hoc* by the Governor or his/her authorized representative, composed of at least three (3) members (from different organizational units), with the proposal of the Procurement and Contracting Division. The Evaluation Commission shall be assisted by an official of the Procurement and Contracting Division.

2. The functions of the Evaluation Commission are:

2.1. Opening of bids and applications for participation in the deadline specified in the Contract Notice, respectively in the Tender Dossier.

2.2. Evaluation and comparison of bids received on time submitted by tenderers/candidates. Bids shall be evaluated and compared in accordance with the procedures and criteria set forth in the Contract Notice /Tender Dossier and the contract is awarded to the highest ranked bidder.

3. The following principles should create the basis for the appointment and operation of the evaluation committee:

3.1. Members of the commission must meet eligibility requirements, must sign a written statement (Affidavit).

3.2. All members of the Commission keep confidential business information.

3.3. The Central Bank shall appoint among the members of the Commission, a chairman of the Commission who manage its work and ensures that it is in accordance with this Rule.

3.4. The decision on the appointment of the Commission clearly presents the tasks to be executed by the Commission, which in no case limits the independence of the decision-making process.

3.5. The procedure for evaluation and comparison of tenders shall be carried out by the Evaluation Commission within the shortest possible time period and not more than 20 (twenty) working days from the opening of the bids. Only in exceptional and justified cases, in particular with contracts of a complex nature, this period can be extended for another ten (10) days.

3.6. The Commission functions from the day of approval of the decision related to its establishment until the fulfilment of all tasks given by the Central Bank in writing, or until the decision can be taken to terminate the procurement procedure. In the event that one or more members of the commission are unable to participate as members of the commission,

due to objective reasons and circumstances, they are replaced in the same way as they were appointed.

3.7. The Commission makes its decisions about the assessment in meetings by simple majority vote with open voting.

3.8. The Central Bank shall be entitled to invite, on its own or at the initiative of the Commission, external experts for evaluation when technical or specialized knowledge is required for the procurement subject in the absence of such a profile within the Central Bank. Such experts must accept in writing the protection of confidential business information.

3.9. At the end of its task, the Commission gives to the Procurement a recommendation accompanied by a report and a statement with the reasons supporting that recommendation. The recommendation shall not become an obligation for the CBK, namely for the Procurement and Contracting Division, nor is it published, therefore it does not constitute a claim - a right for the applicant.

3.10. Based on the evaluation from the report of the Evaluation Commission, the Procurement and Contracting Division may announce the decision to award the contract or cancel it. The Procurement and Contracting Division may accept or reject the Committee's recommendation. In case the Commission's recommendation shall be rejected, the reasons shall be given in writing and the Governor shall be informed about the final decision through the Deputy Governor for General Functions. This report remains part of the record of procurement activities.

3.11 The Procurement and Contracting Division, in accordance with paragraph 3.10 of this Article, accepts or rejects the Commission's recommendation within 5 working days of receiving the recommendation, unless additional clarification is required at the decision-making levels.

Article 37 **Exceptionally low or exceptionally high tenders**

1. The Central Bank may reject a tendering procedure in cases where it finds that the bid is exceptionally low or exceptionally high in relation to the goods, works or services provided, which are proved to the sufficient extent. Such cases shall be analysed in the stage of evaluation of the bids by the Evaluation Commission in cooperation with the Division of Procurement and Contracting, based on the comparison of the bids between them as well as with the budget allocated for the respective procurement.

2. Before rejecting such tenders, the Central Bank may request in writing the details of the constituent elements of the tender which it considers relevant. The details mainly relate to the issues defined below:

2.1. The cost of the production process, the provision of services or the construction method;

2.2. Selected technical solutions or any extremely favourable conditions available to the tenderer;

2.3. The originality of the tenderer;

2.4. The implementation of procedures related to the protection of labour relations and working conditions in force in the place where the work, service or supply is performed. The Central Bank may verify those integral parts of the elements taking into account the clarifications and evidences received.

3. The Central Bank, during the process of examination and evaluation of bids, shall correct completely arithmetical errors in the bid (according to the listed elements). This improvement cannot be more than 2% (two percent) of the total value of the respective bid, and all tenderers will be notified of any improvement.

4. In case of arithmetical improvement according to paragraph 3 of this article, the Central Bank will notify the tenderer whose bid has been arithmetically improved and from whom it is requested to accept the improvement. If the tenderer does not agree with the improvement, then his bid will be rejected or eliminated from the procedure.

5. In all other cases when, upon corrections by the Central Bank, shall be determined that the arithmetical errors are greater than 2% of the bid value, the Central Bank shall eliminate such bids.

6. Arithmetic errors in the price calculation shall be corrected as follows:

6.1. In the event of a discrepancy in the bid between the unit price and the total price (which is obtained by multiplying the unit price by the corresponding quantity), then the unit price shall prevail and the total price shall be corrected.

6.2. In case there shall be a discrepancy between the total price in the Tender Form and the total in the description of prices, the bid shall be rejected.

6.3. Under no circumstances can the unit price be corrected. In case the tenderer claims to have made an error in the unit price, its tender shall be rejected and considered withdrawn.

7. In cases where the tenderer bids with zero (0.00) euros for a certain item/position, then the Central Bank through the request for additional clarifications from such tenderer requires an explanation and:

7.1. If the tenderer admits that that particular item/position is not included in the tender, then its tender shall be rejected.

7.2. If the tenderer states that the particular item/position shall be provided free of charge, then their tender shall be rejected as gifts are not acceptable. This paragraph shall not apply in the case of maintenance services which shall be provided within the relevant contract.

Article 38
Re-evaluation

In the event that, until the period before the announcement of the winner, the Governor or his/her authorized representative and/or the Procurement and Contracting Division shall find irregularities, defects, deficiencies or violations during a procurement procedure, then that procedure shall be suspended and shall lead to two options: the return of the procedure for reassessment or the cancellation of the procedure.

Article 39
Notification of decisions on contract award or rejection

1. As soon as it is convenient for it, the Central Bank shall notify in writing about its decision to all candidates or tenderers regarding the award of the contract and/or about the rejection.
2. The notification for awarding the contract shall be made at least five (5) days before the signing of the contract by the Central Bank, this requirement shall not apply to contracts with small and minimal value.
3. Candidates and tenderers may, within five (5) days of receiving the contract award or tender rejection notice, ask the Central Bank to give them the reasons for the rejection of their application or tender.
4. The Central Bank may not provide certain information if giving such information affects the legitimate business interests of other bidders, hinders the implementation of the law or is contrary to public interests.
5. Any bidder who wants to know the reasons for which his bid was not selected, may request an explanation from the Procurement and Contracting Division. The Procurement and Contracting Division provides within three (3) days in writing an explanation why such bid was not selected.
6. In addition, the Central Bank shall publish the award notice on its official website about the result of the procurement procedure.

Article 40
Ensuring the execution of the contract

1. The Central Bank may require the tenderer who has been awarded the contract to deposit a performance security as a precondition for the signing and entry into force of such contract. Referring to Article 19, for small value contracts, contract insurance shall be required according to the case and according to the nature of the project, while for medium value and large value contracts, insurance shall be applied in every case.
2. The Central Bank shall ensure that the amount of any performance security required by paragraph 1 of this Article is equal to at least ten percent (10%) of the value of the contract.
3. Performance security can be made in a letter of credit, performance security, or bank security, issued by a licensed financial institution (bank or insurance company) that unconditionally makes payment to the Central Bank immediately upon request, without further certifications or conditions, and without deduction from the specified amount, and shall be executed by the Central Bank in case the economic operator is in breach of obligations.
4. If nothing is likely to cause the confiscation of the security of execution of the contract, the Central Bank at the request of the tenderer returns the funds or documents that have been deposited as security of execution, in accordance with the terms of the relevant tender.
5. In addition to the condition of securing the execution of the contract according to paragraph 1 of this Article, the Central Bank may also apply other conditions of securing the contract depending on the subject of the contract.

Article 41
Contracting

1. All procurement contracts, including those for supplies, works and services, shall be drafted with general conditions, after the announcement of the winner of the tender. In special cases, contracts containing specific terms shall be sent to the Legal Department for review.
2. Contracting as a function within the Procurement and Contracting Division undertakes the drafting of a contract according to the terms of a tender and in harmony with this rule. Procurement contracts shall be used in the standard format of contracts for supplies, contracts for works and contracts for services.
3. The prepared draft contract shall be sent to the respective winner of the tender to notify him in advance of the specific conditions of the contract and confirmation from the party is required.
4. Contracting as a function shall be further take care of monitoring the implementation of the procurement contract, according to the conditions specified in the contract. Monitoring shall start at the moment of signing the contract until its final realization. Among other things, it

includes the time limits of the contract, terms of payment, ensuring the execution of the contract, etc.

5. The interpretation of the terms of the contract shall be another responsibility within contracting, where interested parties may address their requests for clarification.

6. The deadlines for signing the contract by the signatory parties shall be clearly defined in Article 46 of this Rule.

7. The tenderer indicates in his tender whether he will subcontract any part of the contract to third parties and introduces each proposed subcontractor. Subcontracting cannot exceed the monetary value of 40% of the total value of the contract.

8. Each proposed subcontractor must fulfil the eligibility requirements and must submit the evidence on the fulfilment of the eligibility requirements according to Article 30 of this Rule. Otherwise, the Central Bank shall eliminate the tenderer for which the subcontractor shall not meet the eligibility requirements.

9. The same subcontractor may be proposed by more than one tenderer. In case the tenderer has not declared subcontracting of any part in his tender, during the execution of the contract he shall be not allowed to subcontract any part of the contract.

Article 42

Contract management

1. Each procurement contract must contain the provision for the appointment of the contract manager and the same shall be signed by the contract manager.

2. An official from the requesting unit shall be appointed contract manager and depending on the complexity of the contract, may be appointed more than one manager.

3. The contract manager shall be proposed by the head of the requesting organizational unit at the request of the Procurement and Contracting Division and appointed by the Deputy Governor for General Functions.

4. Depending on the type and complexity of the contract, may be appointed a contract supervisor, who may be an external expert or consultant (firm or individual). This process shall take place in accordance with Article 4, paragraph 2, of this Rule.

5. The duties and functions of the contract manager shall be:

5.1. Manages the obligations and duties specified in the contract and ensures that the contractor performs the contract in accordance with the terms and conditions of the contract.

5.2 Ensures that the contractor fulfils all performance or delivery obligations in accordance with the terms and conditions of the contract;

5.3 Ensures that the contractor submits all required documentation in accordance with the terms and conditions of the contract;

5.4 Ensures that the Central Bank fulfils all payments and other obligations in accordance with the terms and conditions of the contract;

5.5 Ensures that there is adequate control of costs, quality, and time according to the terms of the contract;

5.6 Ensures that all obligations are completed before closing the contract file;

5.7 Ensures that all contract management records are maintained and archived as required;

5.8 Ensures and provides complete details to the Procurement and Contracting Division for a requested contract amendment;

5.9 Provides full details to the Procurement and Contracting Division of any proposed termination of the contract;

5.10 Reports on a periodic basis to the Projects Committee on the progress, challenges and level of project implementation; in case the contract is not implemented or there are weaknesses in the implementation process, immediately notify the Committee and the Deputy Governor for General Functions;

5.11 Manages the procedure of acceptance of supply, work and/or service; and

5.12 Prepares and submits reports on the progress or completion of a contract as may be requested by the Procurement and Contracting Division or management.

6. During the management of procurement contracts, three main areas of risk must be addressed:

6.1. cost, cases of exceeding the contractual amount and any other financial losses;

6.2. time, possible delays in the realization of supplies, work or services that result outside the contracted time limits; and

6.3. quality, cases of loss of quality for supplies, works or contracted services.

7. The management of procurement contracts by the relevant managers shall be done according to the Contract Management Plan. The standard form of the contract management plan shall be forwarded to the managers in time and the latter monitor the implementation of the contract according to the relevant plan. The plan shall include issues of organizational, economic, technical and legal aspects of contract management including, depending on the circumstances: project management teams; contract revisions; protocols for the delivery of authorized devices; regular dialogue with contractors; the use of correct quality standards; payment management; complaints procedures; means of control specified in the contract, and performance insurance held for defects / correction.

Article 43
Contract duration and extensions

1. The term of the contract, including extensions, shall not exceed the period of five (5) years, except in cases where the subject of the contract or any legitimate reason justifies the duration of the term. In special cases when something like this is argued, with the proposal of the Deputy Governor for General Functions and confirmation of the Governor, the review and approval of the longer term shall be done in the Executive Board.
2. If a contract shall be concluded for a specific term, its term may be extended longer than the initial term under the following conditions:
 - 2.1. In the notification for the contract, or in the case of the procedure according to Article 11 of this Rule in the request for proposal, the possibility of continuation is foreseen;
 - 2.2. Possible extension shall be well reasoned;
 - 2.3. Possible extension shall be taken into account when calculating the value of the contract in accordance with Article 18 of this Rule.
3. The total number of extensions must not exceed the term of the initial contract.
4. In the case of contracts with a longer term than the previous term according to paragraph 1 of this Article, the requesting unit through the finance unit of the Central Bank must provide a reasonable basis that the budget approval shall be done for each year for the entire period of the term of the respective contract.
5. Except from the paragraphs above of this Article, the duration of the contract with an external auditor shall not exceed extended period longer than five (5) years, after which period the external auditors must be changed.
6. The prices of the procurement contracts may be adjusted during the implementation period in cases where there are changes according to the decisions of the competent state bodies, in taxes, in the VAT rate or changes in import tariffs. Such adjustments must be linked to official price indices determined by the authorities in Kosovo or by other authorized international institutions.

Article 44
Supplies, services and additional works

1. The Central Bank may request additional supplies, services or work from the contractor to whom the initial contract was awarded, provided that:

- 1.1. In the tender documentation issued for additional supplies, services or work, it is provided as an option; and
 - 1.2. Additional supplies, services or works are taken into account during the calculation of the contract value in accordance with Article 18 of this Rule.
2. In addition, the Central Bank may request from the initial contractor supplies, services or additional work which become necessary for the fulfilment of the purpose of the contract as a result of unforeseen circumstances, provided that:
- 2.1. Supplies, services or additional works cannot be technically or economically separated from the initial contract without great difficulty; or
 - 2.2. The supplies, services or works, although separate from the performance of the initial contract, are necessarily necessary for its performance. However, the total value of additional supplies, services or work shall not normally exceed thirty percent (30%) of the original contract amount.
3. If the conditions defined according to paragraphs 1 and 2 of this Article shall be not met, contracts for supplies, services or additional work may only be awarded in accordance with the articles of Chapter II of this Rule.

CHAPTER IV

PROCUREMENTS BELOW THRESHOLDS

Article 45

Procedure without publication of notice

1. Contracts whose total calculated value is below the thresholds specified in Article 19, paragraph 3, of this Rule shall be awarded in accordance with the procedure under this Article.
2. If the estimated value of the contract shall be not exceeding seven thousand (7,000) euros for goods and services or fifteen thousand (15,000) euros for work, the Central Bank invites at least five (5) suitable bidders, if they shall be available for them submitted the tender. If the estimated total value of the contract shall be below these thresholds but is equal to or above five thousand (5,000) euros, the Central Bank shall invite at least three (3) suppliers, if available, to submit the tender. In both cases, the procedure shall take place according to Article 13 of this Rule.
3. The Central Bank shall select the bidders to participate in the tendering procedure, from the list of registered bidders or when there is no such list created, based on the proper analysis of the market. The selection of suitable bidders shall be at the discretion of the Central Bank itself. Lists of registered bidders shall be open to any interested supplier offering the types of supplies, services and work for which the list shall be created. The Central Bank regularly shall announce through appropriate means the possibility to register in these lists.
4. Alternatively, the Central Bank may publish the Contract Notice on its website using appropriate media. In this case, the invitation to quote shall be sent to all bidders who have expressed their interest to participate within the deadline.
5. Accepted tenders shall be evaluated according to the criteria defined in the invitation for quotation. The Central Bank shall award the contract to the tenderer who best meets the criteria specified in the invitation to quote.
6. For the implementation of this procedure, prior approval shall be required from the Governor or his/her authorized representative.

CHAPTER V

FINAL PROVISIONS

Article 46

Signing of contracts

1. All procurement contracts at the Central Bank shall be signed by the Governor or his/her authorized representative.
2. After using the right of appeal according to Article 48 of this Rule, the Central Bank shall notify the winning economic operator for signing the contract. The signing of the contract must be done within 5 (five) working days from the notification. At the request of the economic operator with justified reasoning, the deadline may be extended for another 5 working days for signing the contract.
3. If the winning economic operator refuses to sign the contract within the term defined in paragraph 3 of this Article, after granting an additional term, if it deems it necessary, the Central Bank shall cancel the contract award notification as well as the entire procurement procedure.
4. In cases of refusal to sign the contract according to paragraph 3 of this Article by the economic operator, when applicable, Article 30 of this Rule shall apply.

Article 47

Cancellation of procurement procedures

1. The Central Bank may cancel a procurement procedure at any time before the signing of the contract without giving the candidates or tenderers the right to claim any compensation.
2. The decision of the Central Bank for cancellation shall be in accordance with the principles defined in Article 4 of this Rule.
3. In all cases of cancellation, the Central Bank shall notify the candidates/ tenderers of this cancellation without being obliged to give the reasons for this cancellation.

Article 48

Complaint procedure

1. In procurement procedures according to Chapter II of this Rule, candidates/ tenderers may object in writing to the Central Bank's decision to reject their request or tender within five (5) days of receiving the notification according to this Rule, provided that they are classified as an interested party by the Central Bank. The complaint shall include all supporting information and reasoned objections.

2. The complaint shall be examined by the Complaints Commission. If the Commission finds that the complaint is well-founded, then corrective measures shall be taken, which, as the case may be, include: returning the procedure to re-evaluation or cancelling the procedure, otherwise the complaint shall be rejected as unfounded. The Central Bank shall notify the complainant in writing of its decision within twenty (20) days after receiving the complaint. The decision shall contain the reasons on which it is based.
3. Upon receipt of the complaint, the Central Bank shall suspend the procurement procedure and, after the examination, notify the complainant in writing of its decision.
4. The review of all complaints shall be done by the Commission appointed by the Governor for a 1-year term. The appointment of the commission shall be made by decision of the Governor, composed of at least three members. Members of the Complaints Committee cannot be appointed members of the Evaluation Committee.
5. The Complaints Commission may request information from the Evaluation Commissions as well as from professionals in the field within the CBK regarding the case for which the complaint has been submitted.
6. Complaints shall be submitted through the Procurement and Contracting Division, which after handling the complaint, shall submit to the Complaints Commission all the documents of the case, including the reasoning related to the basis of the complaint.
7. The complaining party must pay a fee for submitting the complaint to the Central Bank, the value of which will be up to 1% of the value of the relevant bid, not less than 100 euros and not more than 2,500 euros. Proof of payment must be attached to the complaint and submitted through the Central Bank's archive unit. The payment for submitting the complaint shall be made in the general current account of the Central Bank.
8. The complaint submitted without proof of payment that must be provided by the complaining party shall be rejected upon first acceptance by the Central Bank.
9. The fee paid for an appeal shall be returned to the complaining party, if the Central Bank after reviewing the appeal decides and approves the appeal as well-founded.

Article 49

Internal list of excluded bidders

1. At the proposal of the Procurement and Contracting Division, the commission formed *ad hoc* by the Governor shall decide on the exclusion from Central Bank procurement for a period of one (1) year to three (3) years of:
 - 1.1. Bidders and candidates who have submitted false documents or information for their qualification according to the requirements of article 31 and 32 respectively of this Rule;

1.2. Bidders announced as winners who have withdrawn from the conclusion of the contract;

1.3. To the contractors with whom the contract was terminated for non-compliance with the contractual conditions.

2. The Procurement and Contracting Division shall manage and administer the list of excluded bidders in accordance with the provisions of this Rule.

Article 50

Jurisdiction

The competent court shall have exclusive jurisdiction for any dispute between the Central Bank and the supplier related to the implementation of the procurement procedure. If the appeal procedure is available under Article 48 of this Rule, the appellant shall wait for the decision of the Central Bank regarding the appeal before submitting the case to the Court. The specified deadlines start to count from the acceptance of the decision on the appeal.

Article 51

The Tender Dossier and other documents

All forms and other additional documentation such as the Tender Dossier, Contract Notice, cancellation, evaluation reports, etc., shall be drafted by the Procurement and Contracting Division, in accordance with the requirements arising from this Rule and as such shall be implemented and saved from this division according to procurement procedures guided by the Central Bank.

Article 52

Transitional provisions

All procurement activities initiated before the entry into force of this Rule shall be processed according to the procurement rules that were in force at the time of their submission to the Central Bank.

Article 53

Entry into force

This Rule shall enter into force on 1 December 2024. With the entry into force of this Rule, the Procurement Rule at the Central Bank of the Republic of Kosovo, approved on 27 July 2021, and any other provisions that may conflict with this Rule, shall be repealed.

Ahmet Ismaili
Chairman of the Executive Board