

**REGULATION NO. 002/2024 ON THE SUPPLEMENTATION AND AMENDMENT OF THE**

**REGULATION NO. 001/2022 ON PUBLIC PROCUREMENT**

Pursuant to Article 90 and paragraph 2.5 of Article 87 of Law No. 04/L-042 on Public Procurement, amended and supplemented by Law No. 04/L-237, Law No. 05/L-068, Law No. 05/L-092, Article 4.1 of the Rules of Procedure of the Public Procurement Regulatory Commission of Kosovo, the Board of the Public Procurement Regulatory Commission issued a decision adopting the amendment and supplementation of Regulation No. 001/2022 on Public Procurement.

**Article 1**

**Purpose**

Public Procurement Regulation No. 001/2022 dated 20.10.2022 shall be amended and supplemented to address challenges and issues identified during the implementation of current rules and to improve the management of public procurement activities. This amendment and supplementation shall be necessary to enhance efficiency, transparency and control in the procurement process, ensuring that procedures are clearer and more effective. The changes shall help improve contract management and contribute to the implementation of public projects in compliance with the highest quality and integrity standards.

 **Article 2**

Article 7, paragraph 5 shall be reformulated and new subparagraphs 7.6.1, 7.6.2, 7.6.3, 7.6.4 and 7.6.5 shall be added with the following text:

**Article 7**

**Confidential business information and access to documentation**

* 1. Information that may be classified as confidential business information shall include:
1. Information related to economic and financial status, Article 68 of the LPP;
2. Information related to technical and/or professional capacities, Article 69 of the LPP.
	* 1. The Contracting Authority shall not classify information as confidential business information if the EO has not completed Annex 3 of the Tender Dossier with all the information required in this form, with particular emphasis if they have not presented all the facts and arguments proving that the disclosure of the information would cause material harm to their business.
		2. The Responsible Procurement Officer shall, immediately after the bid opening process and before the publication of the “Notice on the CA Decision” (B58), prepare the cleaned version in accordance with paragraph 4 of Article 11 of the LPP and shall notify the party.
		3. The Procurement Officer shall, upon request for access to documents from the EO (as defined in Article 4, paragraph 1, subparagraph 1.26 of the LPP), after publishing the “Notice on the CA Decision” (B58), provide immediate access to the cleaned version and shall keep a record, which shall be signed by both parties.
		4. Upon the written request of an NGO, which is not an “interested party”, as defined in paragraph 1, subparagraph 1.26 of Article 4 of the LPP, the Contracting Authority shall ensure reasonable access to the party requesting access to the data described in paragraphs 1 and 2 of Article 10 of the LPP, except for business confidential information validated as such by a relevant authority related to any closed procurement activity. For purposes of paragraph 3 of Article 10 of the LPP, a procurement activity shall be considered closed:
3. On the date of publication of the Contract Award Notice (B08) or the Design Contest Notice (B09);
4. On the date of contract award in the case of tenders under Article 37 of the LPP; or
5. If the procurement activity is formally cancelled or otherwise completed before awarding or selecting the winner, then on the date of the Cancellation Notice (B10), according to paragraph 2 of Article 62 of the LPP, or on the date when the activities were concluded.
	* 1. Not all documents specified by the Contracting Authority in the Tender Dossier and Contract Notice in accordance with Articles 68 and 69 of the LPP may be classified as confidential business information. Documents specified under Articles 68 and 69 of the LPP, which are public under this law and other relevant applicable legislation, shall not be classified as confidential business information.

**Article 3**

Article 8.1 shall be reformulated and the new paragraph 8.6 shall be added with the following text:

**Article 8**

## Statement of needs and determination of availability of funds

* 1. The statement of needs and determination of availability of funds by the Contracting Authorities shall be in compliance with Article 9 of the LPP. If the CA is a public authority or budget organization, the CFO shall ensure that:
1. Funds are allocated; or
2. Sufficient funds will be allocated within the respective fiscal year. This provision shall be included in the public contract. “Allocation” shall mean that “the amount is authorized” in order to align with the budget and payment system. The purpose of ensuring allocated funds shall be to improve efficiency, as initiating a procurement procedure for which no funds are allocated may simply be a waste of resources.
	1. The CA shall identify any commonly used items that can be procured more efficiently through a joint procurement procedure.

**Article 4**

Point g) of paragraph 3 of Article 11 Functions of the Procurement Department/Unit is deleted from the text.

**Article 5**

The paragraphs of Article 12 Procurement Procedures shall be renumbered as 12.1, 12.2 and 12.3.

**Article 6**

Paragraphs 10 and 11 of Article 13 shall be deleted, while paragraph 1 of this Article shall be reformulated as follows:

**Article 13**

**Estimating the value and classifying the contract**

13.1 The estimated value of a public contract must be pre-calculated before the initiation of the procurement procedure. Such estimation must be reasonable and realistic for the envisaged contract. 13.3 In estimating the value of the contract, the CA shall be responsible for comparing market prices, prices of preliminary contracts if applicable, etc., with cost analysis of relevant technical specifications of goods, services or works for procurement. Whenever the procurement activity is divided into lots, the CA must specify in the Tender Dossier and the Contract Notice the estimated value for each lot.

**Article 7**

Paragraph 1 of Article 16 shall be supplemented with the phrase “or electronic” with the following text:

**Article 16**

**Summary procurement record**

* 1. The CAs shall establish and maintain a summary procurement record, in hard copy on electronic format, in respect of each procurement procedure containing the steps of the progress of the procedure and the outcome of the procedure.

**Article 8**

Paragraphs 9, 11 and 35 of the Article shall be reformulated with the following text:

**Article 17**

**Tender Dossier**

17.9 During the preparation and submission of tenders, the EO shall not be required to manually sign the tender form (generated by the system) and the Price List, regardless of whether standard or non-standard Price List has been used.

17.11 All prices specified in tenders shall be stated in Euro (€). The price offered shall be allowed to be marked with a maximum of two (2) decimal numbers after the decimal point. If an EO offers a unit price with VAT with more than two (2) numbers after the decimal point, such bid shall be deemed as non-responsive. If the Contracting Authority allows prices with more than two (2) numbers after the decimal point, then the CA should specify such information in the tender dossier and should use the non-standard price list.

* 1. Whenever the Contracting Authority does not know the indicative quantity, unit price contracts, the Contracting Authority shall determine weights based on the importance of each “category of services/items” so that the Contracting Authority can determine which is the lowest-priced bid based on scoring, such as maintenance of vehicles, maintenance of generators, etc. The weighting of each category must be based on the weight and importance of the respective category and the executed (spent) value shall not change in relation to the weight initially specified in the Tender Dossier for each category.

**Article 9**

After Article 19.3, a new subparagraph 19.3.1 shall be added, and Articles 19.7, 19.9 and 19.16 shall be reformulated with the following text:

**Article 19**

**Technical specifications**

* + 1. The Contracting Authority shall ensure that all projects related to the digitalization of projects in the institutions of the Republic of Kosovo comply with the relevant applicable legislation for government bodies regarding the information society.
	1. When describing technical specifications for works, supplies or services required in the area of information and telecommunications technology, Contracting Authorities must describe the Technical Specifications or Terms of Reference based on the requirements of the Law on Cybersecurity and the relevant applicable bylaws in the Republic of Kosovo, with the aim of avoiding causes that pose a risk to the country’s cybersecurity and critical infrastructure and/or a risk to the country’s national security. Contracting Authorities shall require that bidders demonstrate compliance with the Technical Specifications with internationally recognized standards for cybersecurity and data protection.
	2. Economic Operators must ensure that manufacturers guarantee that digital products (hardware and software) comply with essential cybersecurity requirements and conformity assessment procedures as per the relevant EU legislation before placing them on the market. Where applicable, products must bear the CE marking as proof of this compliance. In all cases, when preparing Technical Specifications, the CA must consider and apply the requirements of paragraphs 19.7, 19.8 and 19.9 of this Regulation, and when evaluating bids, if the manufacturer, supplier or service (including outsourced supplies/products/services) included in the bids falls under paragraphs 19.7 and 19.8 of this Regulation, the CA must automatically exclude them from the competition.
	3. The CFO shall appoint a person/team from the Requesting Unit, with the necessary skills and experience, to draft the Technical Specifications. The appointed person/team, along with the Technical Specifications, shall complete and submit a Statement under Oath, using the standard form approved by the PPRC, stating that the Technical Specifications are in line with the procurement objective and aim to provide the best possible access for all interested Economic Operators, that the Technical Specifications have been prepared in such a way as to not favour or discriminate against one or more Economic Operators, and that the Technical Specifications do not refer to a specific item or source, or a detailed process, or any distinguishing mark, type or origin, or any production. In cases where the Technical Specifications are drafted by contracted companies, the Statement under Oath shall be signed by the Contractor. If the Technical Specifications are drafted by an external expert, the Statement under Oath must be signed by the external expert. Whenever the external expert can be provided by another Contracting Authority, the engagement of such an expert shall be ensured with approval between the two CAOs.

**Article 10**

Point (d) of Article 21.7 **Notice of additional information or corrigendum** shall be reformulated with the following text:

d. Should any corrected or added information lead to a substantial change of the conditions provided for in the original contract notice and the PO determines that there is a substantial change of the conditions, the PO must cancel the procurement activity and re-launch the same if there is still interest to continue with the same procurement activity. E.g. If it becomes necessary for the CA to change the award criterion from “lowest price” to the “most economically advantageous tender” or vice versa, the only solution shall be the annulment of the procedure.

**Article 11**

Article 24, paragraph 7 shall be reformulated with the following text:

## Article 24

## Provision of additional or clarifying information and time extensions

24.7 If before the deadline for submission of tenders, it becomes necessary for the Contracting Authority to amend or improve the Tender Dossier, Price List, and data in the Contract Notice, the deadline for submission of tenders should be extended in accordance with article 53 of the LPP and the changes or improvements by the Contracting Authority should be made only by preparing and publishing B54: *Notice of additional information or corrigendum,* as well as by correcting the latest version of the Tender Dossier, in which the changes must be identified in accordance with the corrections made in this form.

**Article 12**

Paragraphs 9 and 11 of Article 25 shall be reformulated, new paragraphs 13, 14, 15 and 16 shall be added, and the repeated paragraphs shall be renumbered as 17, 18 and 19, with the following text:

**Article 25**

**Selection criteria**

* 1. Certifications regarding eligibility requirements shall be required to be submitted by a tenderer whom the Contracting Authority intends to award with a contract. These documents must be submitted by the tenderer before the publication of Notice B58 on the CA Decision. The deadline for the submission of the said documentation shall be no less than five (5) days from the receipt of the Contracting Authority’s intended contract award notice. In specific cases, the CA, at the request of the EO, may extend the specified deadline. Failure to submit such documents shall result in rejecting the tender and the CA shall continue with the tenderer listed in second place, as well as the tender security will be confiscated if the same has been requested and the CA shall initiate the procedure for disqualification pursuant to Article 99.2 of LPP.
	2. In the case of a limited or competitive procedure with negotiations, certifications regarding eligibility requirements shall be required to be submitted by candidates whom the Contracting Authority intends to invite to tender (shortlisting). These documents must be submitted by the candidates before the final pre-qualification decision by the Contracting Authority. The deadline for the submission of the said documentation shall be no more than five (5) days from the receipt of the Contracting Authority’s notification of the intention to pre-qualify the candidate. Failure to submit such documents shall result in the rejection of the candidate, and the Contracting Authority shall proceed with the next bidder on the ranking list. Additionally, the tender security, if requested, shall be confiscated and the Contracting Authority shall initiate a disqualification procedure in accordance with Article 99.2 of the LPP. The same condition shall apply to EO when conducting a mini-competition procedure for the award of an ancillary contract.
	3. The “specific turnover” mentioned in paragraph 1 of Article 68 of the LPP shall refer to the turnover related to a specific area or sector relevant to the contract being tendered. The Contracting Authority may require the Economic Operator to demonstrate, in accordance with Article 69 of the LPP, that in the past, they have completed contracts of a similar nature with a specified value in the Tender Dossier and the Contract Notice, which cannot exceed 1.5 times the estimated value of the contract. This means that the Economic Operator must meet the specific turnover requirement if they have completed one or more contracts of a similar nature, which individually or collectively meet the total value specified by the Contracting Authority in the Tender Dossier and the Contract Notice. It shall not be required that this 1.5 times the estimated value of the contract be fulfilled by a single contract of that value.
	4. When the procurement activity is divided into lots, the Contracting Authority must specify the minimum selection criteria specific to each lot. Such criteria must be directly relevant and proportionate to the object, subject and value of the lot.
	5. In cases where Economic Operators are required by the Contracting Authority to submit documentary evidence of professional eligibility as referred to in Article 66.2 of the LPP, the Economic Operator must submit the authorization or license proving professional eligibility. In the case of a group of Economic Operators, this requirement shall apply to the group as a whole, but the member of the group responsible for providing the supply, service or work must hold the authorization or license as per this Article.
	6. Pursuant to Article 69 of the LPP, the Contracting Authority may request the EO to provide a list of supplies/services/works completed in the last 3 years. This list must be accompanied by evidence:
1. When the supply was made to a public authority in Kosovo or another country, a copy of the relevant certificate (certificate/temporary acceptance report) issued or co-signed by such authority shall serve as proof of delivery. All such evidence must reflect the realized value.
2. When the supply was made to a private buyer, a copy of any document signed by the buyer and the record of such delivery with proof of payment from the bank shall serve as evidence;
	1. All minimum qualification requirements shall be both directly relevant and proportionate to the object of the concerned contract.
	2. When establishing minimum qualification requirements, the CA shall pay due attention to the development of EOs and formulate the minimum qualification requirements in a way that does not exclude newly-established EOs which possess a reasonably sufficient economic, financial and/or technical capability. “Reasonably sufficient” shall be understood in connection with:
3. The estimated value of the contract, and

b.Fair use of public funds.

* 1. Selection criteria:
1. In no way may be used as contract award criteria;
2. Cannot have certain weights;

c. They are Pass/Fail requirements.

**Article 13**

Article 26, paragraphs 6, 8 and 11 shall be reformulated, and new paragraphs 14, 15 and 16 shall be added, with the following text:

**Article 26**

**Group of Economic Operators**

* 1. The quality assurance certificates, mentioned in Article 70 of the LPP, shall aim to verify the **eligibility of the Economic Operator** with a certain number of quality assurance standards. In the case of contracts for supplies, works or services, the Contracting Authority may request certificates issued by independent bodies conducting certification activities to verify that the Economic Operator meets specific quality assurance standards based on Kosovo, European or international standards.
	2. In the case of supplies, when the Contracting Authority requests evidence through certificates issued by official institutes for quality control, which confirm the **compliance of products** that can be clearly identified based on relevant specifications and standards (Article 69, paragraph 2, paragraph 2.5 of the LPP), such evidence must be provided by the group member performing the supply, in order for the requirement to be considered fulfilled by the group as a whole. Information on how the group should meet the requirements of this paragraph should be included in the Tender Dossier and the Contract Notice. The Contracting Authority shall specify in the Contract Notice and the invitation to tender which references (documents) as outlined in this Article are required.
	3. Economic Operators shall not be allowed to submit a tender both individually and as members of a group simultaneously in the same procurement activity. If a member of the group withdraws after the submission of the tender (during the evaluation phase), the Contracting Authority shall proceed with the remaining member if the remaining member meets the conditions specified in the Tender Dossier.  In such a case, the Contracting Authority shall initiate the disqualification procedure for the member withdrawing from the group, in accordance with Article 99.2 of the LPP. If during the execution phase, a member of the group withdraws and the remaining member cannot ensure the contract implementation alone, the composition of the group may be proposed to change, but this change cannot be made without the approval of the Contracting Authority’s Evaluation Committee. In this case, the CA must ensure that the contract is implemented according to the terms of the contract and the EO proposed for replacement must meet the eligibility and selection requirements that were fulfilled by the withdrawn EO.
	4. If the Contracting Authority finds that a member of the group of Economic Operators has provided false data or falsified documents, the Contracting Authority shall eliminate the tender of the group of EOs and shall act in accordance with Article 99.2 of the LPP regarding the member who provided false information or falsified documents.
	5. Whenever Economic Operators participate as a group, the group of Economic Operators shall, along with their tender, provide an Agreement for the establishment of the group, in which the group members shall define their rights and responsibilities, as well as all procedural actions that must be carried out by the group leader on behalf of the group. The Contracting Authorities must include this requirement in the Tender Dossier, as well as the standard form of the agreement drafted and approved by the PPRC.
	6. The Contracting Authority shall, in case of doubt regarding any information submitted by the Economic Operator, carry out an effective control of the information and tender documentation with the relevant authority/person and consequently, the Contracting Authority’s request for notarization of the documents shall be deemed unnecessary.

**Article 14**

Article 27, paragraph 3, as repeated in the renumbering, shall be joined with the text and paragraphs 5 and 12 shall be reformulated with the following text:

**Article 27**

**Contract award criteria**

* 1. For Design Contests and Consultancy Services, other criteria may be considered. Refer to Article 55 (Design Contests) and Article 56 (Consultancy Services) of this Regulation.
	2. However, in the case of the lowest price tender criteria, it shall not be allowed to convert the prices into scores and weight the scores. In case of multiple service contracts or in case of unit price contracts, the prices must eventually be weighted based on the importance of each “category of services/items” so that the Contracting Authority can determine which is the lowest-priced bid. In these cases, the Tenderer who submitted the lowest contract price must only be determined after having some calculations. In certain cases, for example in the case of framework contracts where the contract contains several items or multiple services, the exact quantity cannot be calculated before the contract implementation. In these cases, the Contracting Authority shall estimate the frequency and importance of each category of services/items and shall weight the prices based on their significance. These weights shall be used solely for the purpose of articulating the importance of each category of services/items and to be able to select the lowest-priced bid.

**Article 15**

Article 30, paragraph 4 shall be reformulated with the following text:

**Article 30**

**Tender Validity**

30.4 Under justifiable and/or exceptional circumstances when unexpected delays appear, meaning that the evaluation process cannot be finalized within the tender validity period because of clarification of technically complex details, the Contracting Authority shall request from the Economic Operators to extend the validity of their tenders. The Contracting Authority shall verify that all tenderers receive the request for the tender validity extension.

**Article 16**

Articles 31 shall be deleted. Article 33, paragraphs 1 and 2 shall be deleted and renumbered as follows:

**Article 33**

**Receipt of Tenders**

33.1 For electronic tenders received through the e-Procurement System, the Tender Submission Form, if applicable, must be time-stamped using a national or commercially available timestamp service that is compliant with the EU EIDAS Regulation (Electronic Identification, Authentication and Trusted Services). The timestamp on the Tender Submission Form guarantees the time of reception of the tender as well as guarantees that the data in the tender submission form document have not been changed after the reception of the Tender Submission Form on the system.

33.2 After reception on the e-Procurement System, electronic tenders shall be automatically encrypted by the system using the public keys of the two committee members created during the process of publication of the tender at the e-Procurement System. The user MUST NOT encrypt the Tender Submission Form document itself because, in that case, the information in the Tender Submission Form document will not be available to the system and the system will not be able to extract prices and check the integrity of the Tender Submission Form document.

 33.3 Prices and other commercially sensitive information shall not, at any time, be stored in the decrypted form anywhere in the database, file system or any other place where they could be accessible by any third party or personnel responsible for the Kosovo e-Procurement System maintenance.

 33.4 The system shall ensure that the tender cannot be decrypted earlier than the opening of the tenders will have been successfully finished.

 33.5 In the case of the application of an electronic platform, the system automatically generates a register of bids received.

**Article 17**

Article 34, paragraph 2 shall be amended by adding the following sentence at the end of the text:

**Article 34**

**Tender Opening Committee**

34.2 The Tender Opening Committee must start the tender opening procedure immediately after the deadline for the submission/receipt of tenders. The mandate of the Tender Opening Committee shall be terminated once the opening and closing record of the tender opening is produced. The minutes of the opening shall be uploaded by the CA to the Electronic Platform as an “Additional Document”.

**Article 18**

Article 36 shall be deleted. Article 35, paragraph 10 shall be divided into the first sentence, and a new paragraph 9 shall be introduced with the following text:

* 1. Prices in the bids shall be decrypted, presented on the screen and stored in the database.
	2. Prices in the database shall be used for generating the minutes of the public opening document.

**Article 19**

Article 38, paragraphs 3 and 6 shall be reformulated with the following text:

**Article 38**

**Clarification of Tenders**

* 1. However, it shall be permissible for a Contracting Authority to request and receive, during the evaluation, information or documents that had been missing from the original application/tender. These documents, however, must objectively present sufficient evidence that reasonably reflects the existing situation before the expiration of the deadline for the submission of tenders.
	2. The Contracting Authority shall set a deadline of no less than five (5) days for Economic Operators to clarify their tender.

**Article 20**

Article 39, paragraphs 9 and 11 shall be reformulated with the following text:

**Article 39**

**Establishment of the Tender Evaluation Committees**

* 1. The Contracting Authority shall have the right to engage external experts in cases where specific technical or specialized knowledge and expertise are required, depending on the subject of the procurement, and such experts are not available within the Contracting Authority. Whenever the external expert can be provided by another Contracting Authority, the engagement of such an expert shall be ensured with approval between the two CAOs.
	2. The responsible Procurement Officer may grant the recommendation of the Evaluation Committee and issue the final decision regarding the contract award, or reject it by providing written reasons, notifying the Chief Administrative Officer immediately of this rejection and requesting the reevaluation of the tenders. The reevaluation of the tenders may be done by the same Committee.

**Article 21**

Article 40, paragraphs 1, 2, 3, 5, 8, 9 and 13 shall be reformulated, and after paragraph 2, a new subparagraph 40.2.1 shall be added, with the following text:

**Article 40**

**Examination, Evaluation and Comparison of Tenders**

* 1. The Evaluation Committee shall be responsible for examining, evaluating and comparing the Tenders in accordance with the fundamental principles outlined in the LPP.
	2. Timely received tenders submitted by the EOs shall be examined, evaluated, and compared in accordance with the procedures and criteria set out in the Contract Notice/Tender Dossier and the contract shall be awarded to the highest-ranked tenderer. Accordingly, the Contracting Authorities shall neither change, modify or remove previously set requirements, criteria or specifications nor add new ones during the examination, evaluation and comparison of tenders.
		1. Whenever the procurement activity is returned for reevaluation based on a request from the EO for reconsideration of the Contracting Authority’s decision, the Contracting Authority shall return the matter for reevaluation to correct any possible legal irregularities. Whenever the procurement activity is returned for reevaluation based on a decision from the Procurement Review Body (PRB), the reevaluation shall be carried out to correct any possible legal irregularities according to the PRB decision. The reevaluation of tenders may be carried out by the same Committee that performed the initial evaluation of the tenders.
	3. The procedure for the examination, evaluation and comparison of tenders by the Evaluation Committee, and the issuance of the Notice on the CA Decision from PPO, shall be carried out within the shortest possible time frame and no later than 30 days from the bid opening. Only in exceptional and justified cases, in particular with contracts of a complex nature, this period may be extended for an additional term of 20 days. The tender evaluation process shall start immediately after the completion of the tender opening process.
	4. The Evaluation Committee shall use the standard forms approved by the PPRC for the evaluation of the tenders/quotations/requests to participate.
	5. To facilitate the examination, evaluation and comparison of tenders, the Evaluation Committee may address the PPO to request each tenderer individually to clarify his/her tender in accordance with Article 38 of this Regulation. The request for clarification and the response must be in writing only, but no change in price or any other material term or aspect of the tender may be sought, offered or permitted.
	6. The Evaluation Committee shall correct an error in a tender that is of a purely arithmetical nature if such an error is discovered during the examination of tenders, however, this correction cannot be higher than two per cent (2%) of the total value.

1. If the corrected amount is less than +/- 2%, the CA will correct such errors and will inform in writing the EO in question by using the standard form B49. If the EO in question refuses to correct the error, the said bid shall be rejected. The CA shall also send to all relevant tenders (EO which have submitted tenders) a written notice of such changes.
2. If the corrected amount is more than +/- 2%, the CA shall eliminate the EO and inform in writing the EO concerned by using the standard form B42.
	1. The Evaluation Committee shall evaluate and compare the responsive tenders according to the contract award criteria specified in the Contract Notice/Tender Dossier.

**Article 22**

Article 42, paragraph 4 shall be reformulated with the following text:

**Article 42**

**Notifying the Tenderers/Candidates**

* 1. After the expiration of the deadline for submitting and reviewing complaints, the Contracting Authority shall publish the Contract Award Notice (B08), prepare the draft contract and sign it within 30 calendar days from the date of publication of such notice.

**Article 23**

Article 44, paragraph 5 shall be reformulated with the following text:

**Article 44**

**Standard Forms**

* 1. Also, pursuant to Article 12.2 of LPP, the CA may determine the terms and conditions of public contracts which shall comply with the usual and customary public and commercial practices applicable to the specific type and subject matter of the concerned contract. This means that the CA may, instead of drafting general and special conditions determined in the draft standard dossiers, use, for example, the FIDIC conditions. FIDIC conditions shall be designed for complex work contracts where due to the complexity of the work, more flexibility is required in order to implement the project properly.

**Article 24**

Article 45, paragraphs 1, 3, 11, 21 and 34 shall be reformulated and new paragraphs 8, 12, 13, 14, 45.26.c shall be added, while paragraph 35 shall be divided and reformulated into subparagraphs 45.35.1, 45.35.2, 45.35.3 and 45.35.4 with the following text:

**Article 45**

**Open procedure**

* 1. An open procedure under Articles 31 and 33 of the LPP, together with the restricted procedure, shall be applicable to all the contracts and shall not require specific justification or permission.
	2. In the context of an open procedure, the Economic Operator shall submit the required information concerning eligibility plus technical and financial capacity together with his/her tender.
	3. The Contracting Authority must nevertheless plan the tender evaluation in such a way that eligibility, professional suitability, and technical/financial capacity are evaluated first. This follows directly from Article 56 of LPP. Since the contract can only be awarded to a qualified Economic Operator it follows from the provision that only tenders received from economic operators that fulfil these requirements shall be included in the evaluation of the tenders as such.
	4. In the Contract Notice, the electronic address of the Internet where the Tender Dossier can be found free of charge for all interested parties must be provided.
	5. The Contracting Authority having received a request as mentioned in Article 45.10 above, shall immediately review such a request and act in accordance with the provisions of Articles 53.4 to 53.7 of LPP and shall upload information regarding additional clarifications in the e-procurement platform.

***Additional or clarifying information***

* 1. The Contracting Authority shall not reveal the identity of the Economic Operator that requested the clarifying information.
	2. The Contracting Authority shall ensure that the responses are clear and provide all the required information.
	3. All requests for clarifications and the responses to those requests must be documented and included in accordance with paragraph 2 of Article 10 of the LPP in the record of documents collected during the procurement activity. If, during an open, restricted or competitive negotiated procedure, additional or clarifying information is provided to the EOs, and the date on which such information is provided is less than ten (10) days from the deadline of the tender submission, the CA shall extend the deadline to give the opportunity to EOs at least 10 days for tender submission by preparing and publishing the Notice for Procedure Correction.

***Procedure for examination, evaluation, and comparison of tenders***

* 1. Article 59.4 of the LPP requires that errors and deficiencies must be corrected and that minor deviations must be quantified. Errors and deficiencies shall be different from arithmetic errors addressed in Article 40.9 of this Regulation. Errors and deficiencies can be textual or they may concern other aspects of the tender. Textual errors and deficiencies must be so objectively obvious that the Contracting Authority is capable of identifying them as errors and oversights! Any ambiguity or contradiction that cannot easily be identified as an error or oversight cannot be corrected. The Contracting Authority must in such cases proceed by asking for clarification according to Article 59.2 of LPP. The quantification of minor deviations shall aim at neutralising the effect that this deviation would have on the comparison of tenders. The calculation must end up in some value expressed in monetary terms.
	2. If in the Tender Dossier and in the Contract Notice, the Contracting Authority has set the award criteria for “Most economically advantageous tender”, such award shall be made only based on the criteria and weight of the criteria specified in the Tender Dossier and in the Contract Notice. These criteria must meet the following requirements in accordance with Article 52 of LPP:
1. The criteria may be related to issues such as price, operating costs, maintenance/longevity, functional/technical/environmental/aesthetic characteristics, after-sale services and/or quality characteristics. It shall not be sufficient to require “quality” or “after-sale services” as criteria. The criteria must be made concrete and measurable. Such elaborations on the criteria should be included in the Contract Notice/Tender Dossier in order to allow bidders to take them into account when setting prices and other conditions.
	1. The Contract Award Notice according to Article 41 of LPP shall be prepared by using of the Standard Form B08 generated by the e-procurement system. The prepared Contract Award Notice shall be published in accordance with Article 21.2 (d) of this Regulation.

***Contract award and signing***

* 1. The Tender Dossier, including annexes, shall set out all the material conditions of the contract and therefore there shall be no room for negotiation of the contract terms before signing. Furthermore, such negotiations would constitute a violation of the principle of equal treatment.
		1. The Procurement Officer shall make a contract document (draft contract) ready for signing on the basis of the Tender Dossier and the winning tender. The Responsible Procurement Officer should prepare and create the draft contract through the function “Draft Contract” in the e-procurement system and the same should be shared with the winning Economic Operator for review and approval.

* + 1. The Draft Contract generated by the e-procurement system must contain the contract number, contract name, contracting parties and contract price. When the pre-conditions for signing are fulfilled, for instance, the submission of the performance security, and when the final contract is signed by both parties, it shall enter into force.
		2. When a public contract has entered into force, the procurement officer shall, within two (2) days after the signing of such contract, prepare a notice for contract signing by using the standard form B52 pursuant to point 21.8 (a) of this Regulation.
		3. The contract shall be performed in conformity with its contract terms and conditions and the contract management plan according to Article 81 of LPP. This plan shall be developed as part of the preparation of the procurement activity and must be agreed upon and signed between the parties as a condition for implementing the contract.

**Article 25**

Article 46, the title and paragraphs 1, 2, 3 and 6 shall be reformulated with the following text:

**Article 46**

**One-Folder and Two-Folder Tendering Procedure**

46.1 One-folder approach shall contain both the technical and the financial proposal in a single folder, while the two-folder approach shall require the technical proposal and the financial proposal in separate folders.

 46.2 In the case of the one-folder approach, commonly used for competitions, the financial and technical proposals shall be contained in the same folder and the financial bids shall be read out at the opening ceremony. The advantage shall be that tenderers will know immediately what competition for the tender they face and there is a high level of transparency.

46.3 Two-folder approach shall apply only when using a restricted procedure for consulting services. The two-folder approach shall mean that Economic Operators shall submit two sealed folders (with passwords) in electronic form (share drive – link) by sharing access with the contact person (email) of the Contracting Authority:

a. One that is labelled and contains “Technical Proposal”, which should include the “Procurement number”, details unrelated to the price, including the tenderer’s experience, expertise, financial capacity and detailed technical proposals related to the project as defined in the tender documents; and

b. the other that is labelled and contains the “Financial Proposal”.

46.6 Only the technical proposals shall be opened at the date and time specified in the Tender Dossier and the financial proposal shall remain sealed until the time of the opening of the Financial Proposals. The advantage shall be that the evaluation concerning eligibility and qualifications shall not be influenced by the price of the tenderers. The folders containing the financial part of the tender cannot be opened until the end of the technical evaluation and ranking of tenders and until the tenderers listed are notified of the time and place of opening by informing them of their rights to be present at the meeting.

**Article 26**

The last sentence of paragraph 3 of Article 47 shall be separated and inserted in paragraph 4 of this Article with the following text:

**Article 47**

**Restricted Procedure**

* 1. Tenders shall be evaluated in accordance with the award criteria specified in the tender dossier and the winning candidate is awarded the contract.

***Delivery of the Prequalification Documents***

* 1. The Prequalification Document, produced by the Contracting Authority by using the standard form approved by the PPRC B33 “Prequalification Document”, shall be downloaded by the interested parties from the electronic platform. For additional information/clarification, refer to Articles 45.10 and 45.11 of this Regulation.
	2. The provisions of Articles 45.16 - 45.32 of this Regulation shall apply analogously to the procedure for examination, evaluation and comparison of tenders.

**Article 27**

Article 48, paragraph 8 shall be reformulated with the following text:

**Article 48**

 **Emergency Procedure**

* 1. The minimum time limits for receipt of tenders/requests to participate in the *accelerated procedure* shall be mentioned in Article 20.1 of this Regulation. These accelerated time limits shall be minimum time limits. If possible, more days shall be given to the Economic Operators to prepare and submit their tenders.

**Article 28**

Article 50, paragraphs 1, 7, 8 and 9 shall be reformulated, and new paragraphs 2 and 3 of this Article shall be added, with the following text:

**Article 50**

**Negotiated Procedure without Publication of a Contract Notice**

50.1 The Negotiated Procedure without Publication of a Contract Notice shall be a procedure that involves the Contracting Authority to negotiate, without publication, the terms of the contract directly with one or more Economic Operators without the need for publishing a Contract Notice. This shall be an exceptional procedure and shall bypass the fundamental principles of procurement, particularly transparency and competition.

50.2 In cases where the Contracting Authority uses Negotiated Procedures without the Publication of a Contract Notice, an Evaluation and Negotiation Committee shall established. This Committee shall consist of at least three (3) members appointed by the Contracting Authority.

50.3 The Committee shall be responsible for evaluating bids according to established criteria and negotiating with bidders to obtain the most favourable terms for the Contracting Authority. The entire evaluation and negotiation process shall only be conducted through the electronic procurement platform. In specific cases, negotiations may take place physically, with the minutes uploaded to the platform.

50.7 When there is only one supplier and this option can only be used under the specific circumstances outlined in Article 35 of the LPP, and when there is no alternative because only one Economic Operator can meet the requirements (e.g., for mandatory technical or intellectual property reasons), then the Contracting Authority must:

Play an active role in determining the terms of the contract, with special reference to prices, delivery deadlines, quantities, technical characteristics and guarantees;

Ensure that the contracted price is not higher than the concerned market price; and

Assess carefully the quality of the concerned product, services or works.

50.8 When the Contracting Authority decides to conduct negotiations ***with one or more Economic Operators***, the negotiations shall be conducted in accordance with the provisions of Articles 49.15 - 49.19 of this Regulation. The Contracting Authority must ensure that it shall negotiate with a sufficient number of Economic Operators to ensure effective competition while ensuring that the process is transparent and that all stages of the negotiation are accurately documented to safeguard the integrity of the process.

50.9 After negotiations have been completed and an agreement has been reached on the contract terms, including price, delivery terms, technical requirements, etc., the Contracting Authority shall finalize the contract with the selected Economic Operator. The provisions of Article 45.33 – 45.35 of this Regulation shall apply mutatis mutandis to the contract award and signing and to the distribution of the signed contract.

**Article 39**

Article 52, paragraphs 1 and 11 shall be reformulated with the following text:

**Article 52**

**Procedure for Minimal Value Contracts**

* 1. The Contracting Authority may use the minimal value procedure for any public contract the estimated value of which is less than EUR 1,000. By awarding purchase orders with regard to minimal value procurement, the contracting authority shall ensure adequate competition, transparency and high effectiveness of the use of public funds. For minimal-value contracts conducted within Educational Institutions, the authorized person to sign a contract shall be the Director of the Educational Institution, and consequently, the procurement procedure in the electronic procurement system must be carried out by the Responsible Procurement Officer or the Procurement Officer of the respective Contracting Authority.

**Conduct of Minimal Value Procedure**

* 1. Without prejudice of the above, in cases of emergency, when the written approval of the Authorizing Officer proves to be impossible, the service or goods may be ordered by any person subject to the emergency. The use of the standard form “Quoted Prices” and the minimal number set out in Article 52.5 of this Regulation shall not be required in such circumstances.

**Article 30**

Article 53, paragraph 1 shall be reformulated with the following text:

**Article 53**

**Immovable Property Contracts**

* 1. Pursuant to Article 3.9 of the Law on Public Procurement, immovable property shall be exempted. This means that Contracting Authorities shall not apply this law to contracts related to the allocating, purchasing or leasing of land, buildings or other immovable property or rights related thereto, except when provided for in specific applicable laws.

**Article 31**

Article 54, paragraphs 7, 11, 15 and 42 shall be reformulated with the following text:

**Article 54**

**Framework Contracts**

54.7 The Contracting Authority shall, before the initiation of the procedure, consider whether a public framework contract is the best approach for the particular procurement. This shall involve making value-for-money judgments taking into account the nature of the procurement and the ability to specify the procurement with sufficient precision at the outset.

54.11 The allowed discrepancy shall consist of *plus/minus thirty per cent (30%)* of the threshold of the total quantities or total indicative value of the contract, however, *this does not mean that the Economic Operator must be paid for works (repair, maintenance), services or supplies not ordered by the Contracting Authority.* Under this restriction (+/-30%), the Contracting Authority shall undertake to order, receive and pay the total amount of at least seventy per cent (70%) of the indicative amount set out in the tender dossier, respectively in the contract, therefore the Contracting Authorities must consider this fact, notably at the preparation stage of indicative amounts in the Tender Dossier, which in each case must not change to plus/minus 30% of the indicative value.

* 1. Whenever the Contracting Authority does not know the indicative quantity or unit price contracts, the CA shall determine weights based on the importance of each “category of services/items” so that the Contracting Authority can determine which is the lowest-priced bid. In these cases, the plus/minus thirty percent (30%) threshold or ceiling shall not apply, such as for maintenance of vehicles, maintenance of generators, maintenance of various equipment, etc. At the public opening of bids, the total weighted price shall be read, which shall serve solely for the purpose of bid evaluation, while the contract shall be concluded in unit prices and may be executed up to the estimated value. The amount of performance security for the execution of the contract in these cases must be defined as a fixed amount. Unit price contracts may be used for types of supply and service contracts. The requirements of this paragraph shall be set forth in the Tender Dossier and the Contract Notice.

54.42 For each subsidiary contract to be awarded the Contracting Authority shall:

1. Send invitations through the e-Procurement System to Economic Operators who are parties to the Public Framework Agreement. The invitation must specify the deadline for submission of bids, which deadline cannot be less than 5 days.
2. The Contracting Authority shall reserve the right to verify eligibility requirements during the mini-tendering phase;
3. Keep each tender confidential until the conclusion of the procurement activity;
4. Opening and Evaluation of Tenders shall be based on rules established in this Regulation;
5. The award of the contract shall be made “on the basis of the award criteria set out in the invitation to bid”. The award criteria must be the same as those specified during the conclusion of the public framework agreement.
6. Award each subsidiary contract to the Economic Operator which has submitted the best tender on the basis of the award criteria specified in the invitation to mini tenders;
7. Each subsidiary contract shall be subject to the preparation and publication of the contract award notice requirements;
8. Each subsidiary contract shall be subject to the signing requirements of Article 26 of LPP; and
9. Each subsidiary contract shall be subject to the rules governing the filing of complaints and other review provisions of Title IX of LPP.

**Article 32**

Article 55, paragraph 31 shall be renumbered as 32. Paragraphs 16 and 24 shall be deleted and paragraphs 30, 35 and 37 shall be reformulated with the following text:

**Article 55**

**Design contest**

* 1. In case of a procedure leading to or involving the award of a service contract “detailed design”, the Contracting Authority shall request the Economic Operators to submit their proposals, including the “financial offer” for the detailed engineering design, which must be sealed (password-protected) in electronic form (share drive – link) and shared with the CA’s contact person (email) containing the “Candidate Documentation”. In this case, the Contracting Authority shall specify in the technical design the weight scores of the conceptual design and the weight scores of the financial offer.

**Design contest dossier. Delivery of design contest dossier**

* 1. The design contest dossier shall comprise (i) a letter of invitation; (ii) information to the Economic Operators; and (iii) technical/esthetical requirements. The Contracting Authority shall specify in the design contest dossier that participants are to submit their proposals simultaneously in two sealed (password-protected) folders/files in electronic form (share drive – link) by sharing access with the CA’s contact person (email):
1. One folder labelled “Conceptual Project” containing the project, where the “Procurement Number” as indicated in the design contest dossier must be included, along with an anonymous four-digit number chosen by the participant; and
2. Another folder is labeled “Candidate Documentation”.
	1. The Contracting Authority shall require EOs to share the credentials for the conceptual project after the submission deadline and the credentials for the candidate documentation on the day of the financial offer opening.
	2. The folder containing the Candidate Documentation must have a password distinct from the “Conceptual Project” and should include:

a. name, address, eligibility, economic/financial and technical requirements, and, if applicable, the financial offer.

**Receipt of projects**

* 1. After the deadline for submitting bids has passed, the Contracting Authority’s contact person who has received the electronic proposals shall download the conceptual projects after receiving the credentials from the Economic Operators.
	2. Information regarding the date, time and the four-digit number chosen by the participant for the timely submitted proposals shall be recorded in the standard form approved by the PPRC, the “Tender Submission Minutes”.

55.24 shall be deleted.

**Opening and evaluation of projects**

* 1. The Procurement Officer shall transfer only the folders (files) containing “the Conceptual Designs” to the jury pursuant to Article 80 of LPP.
	2. After the Procurement Officer receives the ranking list of projects from the professional jury, the Procurement Officer shall request the Economic Operators to submit the credentials for the candidate documentation folder and shall invite the Economic Operators to the opening of financial offers. The data, including the name and price of the Economic Operators, shall be recorded in the Public Opening Minutes, and the evaluation of the candidate documentation shall continue by an Evaluation Committee to assess the edibility of the candidate.

* 1. In case of a procedure leading to or involving the award of a service contract, for example, “detailed engineering design”, the Evaluation Committee shall first evaluate the eligibility of the candidate and then the financial offer. There shall be no public opening session. The financial offer with the lowest price shall be given the maximum financial score determined in the design contest dossier and the other bids shall be given financial scores that are inversely proportional to their offered prices. The total score shall be obtained by rating the weight scores of the conceptual design and the weight scores of the financial bid and adding them. The methodology to be used shall be described in the design contest dossier.
	2. Upon completion of the opening and evaluation process, the PO shall record the data on the electronic platform from the opening and evaluation process in order to enable the continuation of the process into the system. The Procurement Officer should prepare the B58 Form *“Notice on the CA Decision”* and upload it to the e-procurement platform. In this case, Economic Operators aggrieved with the decision of the Contracting Authority may request a review of the Contracting Authority’s decision regarding the technical proposal and candidate documentation.

**Result of the design contest**

* 1. If the design contest winner is to be awarded a contract for detailed design services, such contract shall be awarded using the Negotiated Procedure without Publication of a Contract Notice.

**Article 33**

Article 56, paragraphs 9, 11, 12, 13, 15 and 17 shall be reformulated with the following text:

**Article 56**

**Consultancy Services**

56.9 The pre-qualification procedure shall be performed in accordance with the provisions of Articles 47.10 - 47.23 of this Regulation.

**Receipt of Tenders**

56.11 Tenders must be submitted in a sealed (password-protected) electronic format (share drive – link) by sharing access with the contact person (email) of the Contracting Authority:

a. One that is labelled and contains the “Technical Proposal”, which must include the “Procurement Number”; and

b. The other that is labelled and contains the “Financial Proposal”.

56.12 The CA shall set a time-limit for submitting tenders which allows enough time for the tenderers to prepare their tenders. The period of time allowed shall depend on the object of the contract to be awarded and shall not be less than 20 days for medium-value contracts, and not less than 40 days for high-value contracts. During this time, the tenderers may request clarifications about the information provided in the tender dossier. The CA shall provide these clarifications by written communication and shall copy them for all the shortlisted candidates and if necessary shall extend the timelimit for submission.

56.13 The CA shall require EOs to share the credentials for the conceptual project after the submission deadline and the credentials for the candidate documentation on the day of the financial offer opening. The folder (file) containing the Technical Proposal must have a different password from the “Financial Proposal”. The technical proposals should be opened immediately after the deadline for submission of proposals, while the financial proposals must remain sealed (password-protected) in the folder where the financial proposal has been placed. Any proposal submitted after the deadline for submission shall be rejected.

56.15 After the deadline for submitting bids has passed, the Contracting Authority’s contact person who has received the electronic proposals shall download the technical proposals after receiving the credentials from the Economic Operators. Each criterion shall be marked and then the marks shall be rated to become scores. The rating system shall be disclosed in the Tender Dossier. The CA shall inform the tenderers who have submitted proposals on the technical score assigned to each consultant and shall notify those consultants whose proposals did not meet the minimum qualifying score or were considered non-responsive. The CA shall simultaneously notify the consultants who have reached the minimum qualifying score, on the date, time, and venue set for the opening of the technical proposals. Shortlisted candidates shall be invited at least two (2) weeks (for international candidates), and one (1) week (for local candidates), before the opening of the financial proposals.

**Public opening of financial proposals**

 56.17 On the scheduled date for opening the financial proposals, the Procurement Officer shall request the consultants to submit the credentials for the financial proposal folder. Following the receipt of credentials, the financial proposals shall be opened publicly in the presence of representatives of the consultants who choose to attend. The name of each tenderer, its technical score and the proposed prices shall be read aloud and recorded when the financial proposals are opened. For the purpose of evaluation, the price shall include all consultants’ remuneration and other expenses such as travel, translation, report printing or secretarial expenses. The proposal with the lowest price shall be given a financial score of 100 and other proposals shall be given financial scores that are inversely proportional to their offered prices. The methodology to be used shall be described in the Tender Dossier.

**Article 34**

Article 57, paragraphs 1, 2, 4, 5, 6, 7, 9, 10 and 13 shall be reformulated with the following text:

**Article 57**

**Procurement procedure for special services**

57.1 The purpose of this Article shall be to define within this Regulation the steps that must be followed to conduct a procedure for engaging Individual Contractors for Special Services.

57.2 The paragraphs of this Article shall apply only to the procurement of Special Services which cannot be provided through recruitment procedures according to the Law on Public Officials.

57.4 The individual Contractor shall be a specialist in a specific field, who shall be engaged by the Contracting Authority through procurement procedures.

57.5 Only natural persons who are not required to have a registered business, but the natural person must be registered in the e-Procurement System as an EO-Natural Person, can bid for individual contractor services.

57.6 The rules defined in Article 56 of this Regulation shall apply to the contracting of Consulting Companies, while this Article shall apply to the contracting of Individual Contractors

57.7 The contracting of Individual Contractors shall be done through procurement procedures, excluding Price Quotation Procedures and the Minimal Value Procedure, using the criterion of the “Most economically advantageous tender”. Depending on the projected value, the Contracting Authority shall set the deadlines for tender submission as defined in Article 44 of the LPP

57.9 The procedure shall commence and shall be conducted on the electronic platform, in accordance with the procedures established by the LPP, after receiving confirmation from the personnel unit that the positions required for individual contracting cannot be filled through recruitment procedures.

* 1. For publication of the contract notice, Articles 45.5-45.8 of this Regulation shall apply mutatis mutandis.
	2. Opening of tenders shall be done in accordance with Article 35 of this Regulation.

**Article 35**

Article 61, paragraph 3 shall be reformulated with the following text:

## Article 61

##  Suspension of the procurement activity

* 1. The Contracting Authority, respectively the responsible Procurement Officer, shall publish the Request for reconsideration on the Platform in the Tender File under “Additional Documents” and shall examine the request within three (3) business days from the date of lodging the application or, where applicable, from the date of receipt of additional information and documents set forth in Article 60.2 of this Regulation. This time limit, in justified specific cases, may be extended but not longer than three (3) additional days, and the complainant shall be informed thereof.

**Article 36**

Article 63, paragraph 2 shall be reformulated with the following text:

**Decision of the Contracting Authority**

63.2. The decision on rejection or approval shall be binding and shall be announced in the e-Procurement System by the Responsible Procurement Officer in the Tender File under “Additional Documents”.

In cases where the Responsible Procurement Officers does not issue a **decision** on the request for review and does not notify the Economic Operator of an additional deadline, the Economic Operator shall be entitled to file a complaint to the Procurement Review Body after the expiration of the deadline of **3 (three) working days** from the date of submission of the request for review. In calculating the time limits, the day of submission of the request for review shall be day (0).

**Article 37**

Article 67, paragraph 9 shall be reformulated with the following text:

**Article 67**

**PRB’s Decision**

67.9 In case the PRB issues a decision to disqualify an Economic Operator from participating in public procurement, then the disqualified EO shall have no right to participate in a public procurement from the date of such decision. For the purposes of the implementation of this Article, “Participation in public procurement” shall be a process that encompasses the entire cycle from the notification, and application, including any objections or complaints, up to the contract award decision. Consequently, it prevents any action that an Economic Operator may undertake throughout the entire procurement process, from the publication of the contract notice to the contract signing, including the submission of complaints. This exception shall apply to all types of contracts and all procurement procedures.

**Article 38**

Article 69, paragraphs 1 and 2 shall be reformulated with the following text:

## Article 69

## Complaints fee

69.1 Pursuant to Article 108/A of LPP, a request for review may be submitted, free of charge, by an interested party at any stage of any procurement activity and concerning any act or omission of the Contracting Authority.

69.2 Pursuant to Article 118 of LPP, all complainants shall be required to pay a complaint fee to the PRB.

1. Whenever the complaint relates to a contract award decision, the value of the complaint fee shall be equal to one percent (1%) of the estimated value, but not less than 200 Euro and not more than 10,000 Euro. In the case of procurement activities divided into lots, the complaining Economic Operator must specify which lot the complaint relates to. The complaint fee amount shall be equal to one percent (1%) of the estimated value for the lot, but not less than 200 Euro and not more than 10,000 Euro.

1. Whenever the complaint is related to the contract notice, tender documents, and award of unit price contracts (weighted prices), the amount of the complaint fee shall be equal to one percent (1%) of the estimated value, but not less than 200Euro and not more than 000Euro.

**Article 39**

 **CHAPTER V - Contract Management and Performance Evaluation of Contractors**
Article 70, paragraphs 5, 6, 11, 18, 19, 20, 21, 24 and 25 shall be reformulated with the following text:

## Article 70

## General provisions

**Transfer of responsibility to the Contract Manager**

* 1. After a contract has been signed by both parties, the responsible Procurement Officer shall inform the Chief Administrative Officer CAO). The responsible Procurement Officer shall, in cooperation with the Requesting Unit, propose to the CAO a Contract Manager responsible for managing the specific contract and a Direct Supervisor for the Contract manager, if applicable, who shall have the responsibilities as outlined in paragraphs 70.23-25. CAO shall, by decision, appoint the Contract Manager and the Direct Supervisor of the Contract Manager.
	2. The Procurement Officer shall involve the Contract Manager (for small, medium and large value) and the Direct Supervisor (medium value and large value) appointed by the CAO in the appropriate steps during the preparation of the contract signing notice according to 21.8 of this Regulation.
	3. The contract management plan shall be prepared before the commencement of the contract implementation and with the agreement of the contracting parties, no later than five (5) working days after the signing of the contract. The contracting parties, specifically the Contract Manager on behalf of the CA and the Contract Manager on behalf of the EO, shall agree on the deadlines and obligations outlined in the contract management plan in accordance with the terms of the contract. This agreement shall be documented by the signature of both parties and the approval of the parties on the e-procurement platform.

**Appointment of the Contract Manager and Direct Supervisor of the Contract Manager**

70.18 The CAO shall appoint a person from the Requesting Unit with appropriate skills and experience as a Contract Manager and a person from the Requesting Unit as a Direct Supervisor of Contract Manager.

70.19 Where appropriate, the CAO may appoint a person from another department as a Contract Manager or Direct Supervisor of the Contract Manager.

70.20 For work contracts and design contracts, a Contract Management Team shall be appointed, which shall hold the same responsibilities as the Contract Manager, as outlined in Article 70.23 of this Regulation. The Contract Management Team shall be composed of professionals based on the scope of the contract, where each team member shall be assigned responsibility for specific parts of the scope of the contract. One of the team members shall be designated as the Team Leader, who shall also be responsible for managing the contract through the electronic procurement platform.

70.21 A contract may be managed by an external contractor (EO or a person outside the Contracting Authority). The appointment of the external body or person shall be done by using the appropriate procurement procedure for services. Similarly to all signed contracts, the CA external contractors may also be provided by another Contracting Authority. The engagement of such a contractor shall be ensured based on a written agreement with the other Contracting Authority to which the contractor belongs.

**Responsibilities of the Contract Manager**

* 1. The functions of the Project Manger shall be:
1. To issue signed Certificates for deliveries (Interim/Permanent Certificate).

**Responsibilities of Direct Supervisor of Contract Manager**

70.25 The Direct Supervisor of the Contract Manager shall be responsible for reviewing, approving and processing the performance evaluation of contractors, which shall be completed on the e-procurement platform by the Contract Manager under his/her supervision.

**Article 40**

Article 71, paragraphs 1, 2, 3, 9, 10, 11 and 12 shall be reformulated, and after Article 71.8, a new paragraph 71.8.1 shall be added. After Article 71.9, paragraph 71.9.1 shall be added and new paragraphs 71.14 and 71.15 shall be added with the following text:

## Article 71

##  Contract amendment

71.1 An amendment to a contract shall refer to a change in the terms and conditions of an awarded contract. The Contract Manager shall recommend amending the contract, including the reasons for amendments where the contract modification requires changes to the project and/or technical specifications. The Contract Manager shall obtain the preliminary approval of the designer, which shall be attached to the amendment recommendations.

71.2 Where a contract is amended in order to change the original terms and conditions, the contract amendment shall be prepared by the Procurement Department. The contract amendment shall be signed by the parties who signed the original contract and uploaded to the electronic platform.

71.3 A contract amendment shall not be issued to the Economic Operator prior to:

(a) Obtaining approval from the CAO. Approval in the context of this Article shall mean approval through official communication;

(b) Commitment of the funding of the amended contract.

71.8.1 A contract amendment for additional quantities of the same items shall use the same or lower unit prices as the original contract. For positions for which there are no prices in the initial contract, specifically for unprojected positions, the Procurement Unit shall implement Article 35.3 of the LPP.

71.9 To allow for a contract amendment, the following conditions must be met:

1. The amendment is not substantial;
2. When the contract amendment becomes necessary due to circumstances which the CA cannot foresee regarding the additional work, products or services required, but which, for technical reasons, can only be provided by the company which is a party to the current contract.
3. Amendments to the public contract shall be made in two cases:

i) In cases where the contract amendment incurs additional financial costs not exceeding 10% of the contracted amount, the Procurement Unit shall conduct the procurement procedure in accordance with Article 35 of the LPP.

ii) In the case of works contracts, where the contract amendment does not incur additional financial costs, the procedure for amending the contract shall be initiated. Where the contract is amended to change the initial terms and conditions, the amendment shall be prepared by the Procurement Unit and must be signed by the original signatories of the contract.

71.10 Under certain circumstances, it may be considered necessary to amend the scope of the contract in such a way that it is necessary to provide products of a better quality or to provide services of a better type compared to those defined in the original contract without amending the total value of the contract. In such circumstances, the amendment would be acceptable. For example, during the execution of the contract, it may happen that a certain product is no longer produced, and in such cases the EO notifies the CA, providing evidence and proposing another product of a better quality at the same price.

71.11 The review clause shall not provide for amendments or options that will change the general nature of the works, services or supplies that are the subject of the contract.

When the needs of the Contracting Authority cannot be met without making substantial amendments to the contract, then the only alternative shall be to terminate the current contract and initiate a new procurement.

71.12 The amendment shall be considered “substantial” when one or more of the following four conditions are met:

1. Whenever the contract amendment includes conditions which, had they been part of the initial procurement procedure, would have allowed the acceptance of bidders/candidates other than those initially selected or the acceptance of a different bid than the one initially accepted, or would have attracted other participants in the procurement procedure, such changes shall be considered essential and shall therefore not be allowed.

In accordance with this condition, the CA shall evaluate the proposed amendment in order to determine whether it would have allowed for wider participation of EOs, had it been included as part of the initial procurement procedure.

1. Whenever an amendment in contract prices is proposed in favour of the contractor and such amendment was not included in the initial contract, it shall be considered an essential and unacceptable amendment.
2. Whenever a contract amendment significantly expands the scope of the contract in order to include more quantities of supplies, services or additional work, it shall be considered a substantial amendment and shall therefore not be allowed.
3. In case the proposed contract amendment includes supplies, services or works of a different quality than what was defined in the initial contract, it shall be considered a substantial amendment, when:
	1. Amendments in the contract exceed 10% of the contract value in the case of public contracts for supply, services and additional works;
	2. Amendments in the contract exceed 30% of the value of the contract or the value of the position in the case of public framework contracts; and
	3. Substitution of supplies, works or services of inferior quality, even of a position from those described in the original contract.

71.14 In cases where amendments arise due to a law, bylaw or decision of a competent authority, contract prices shall be adjusted accordingly.

71.15 Contracting Authorities shall not be allowed to terminate ongoing contracts, as well as contracts for works, services, supplies or payments, when the amendments were not known, as in the cases mentioned under paragraph 71.14 of this Article.

**Article 41**

 After Article 71, a new Article **71A, Liquidated damages (Penalties)** **during contract implementation**, shall be added with the following text:

**Article 71A**

**Liquidated damages (Penalties) during contract implementation**

71A.1 In cases of delays in the delivery of goods, provision of services or completion of works within the timelines specified in the contract, penalties shall be applied for each day that passes between the expiration of the period according to the contract and the actual date of delivery or completion.

a) If the failure to deliver goods or provide services does not hinder the normal use of other contracted supplies and services, penalties shall be calculated at 0.25% per day of the value of undelivered/uncompleted supplies or services, up to a maximum of 10% of the total order value.

b) If the failure to deliver goods or provide services limits the normal use of other contracted supplies and services, penalties shall be calculated at 0.25% per day of the contract value, up to a maximum of 10% of the total contract value.

c) If the failure to complete works does not restrict the normal use of the contracted construction, the penalty amount will be determined in the SCC, with a daily rate for each day of delay of uncompleted works, up to a maximum of 10% of the total value of uncompleted works.

d) If the failure to complete works restricts the normal use of the contracted construction, the penalty amount shall be determined in the SCC with a daily rate based on the total contract value for each day of delay, up to a maximum of 10% of the total contract value.

e) In cases of delays in the implementation of a framework contract, penalties shall be calculated at 0.25% per day of the value of undelivered supplies, unprovided services or uncompleted works (in repairs and/or maintenance), up to a maximum of 10% of the total order value.

71A.2 The application of penalties under paragraph 71A.1 shall proceed as follows:

a) The commencement date for counting the delivery/completion period shall be the day after the issuance of orders under paragraph 70.13 of this Regulation.

b) If the supplier fails to complete the contract/order on time as specified in the contract, the Contract Manager shall notify the Contractor in writing of the delay and the commencement of penalties under the contract terms.

c) The Contract Manager shall monitor the timeline for applying penalties and, upon reaching the maximum penalty amount described in the contract, must inform the Contractor in writing.

d) Following written notification to the Contractor, the Contract Manager must also inform the Responsible Procurement Officer (RPO) of the delays and the reaching of the maximum penalty value.

71A.3 In cases where the maximum value of 10% is reached as per paragraph 71A.1, the Contract Manager shall apply penalties up to the maximum of 10% under the contract terms and shall undertake one of the following actions:

a) Recommend to the RPO and the CAO the termination of the contract and confiscation of the performance security; or

b) Recommend to the RPO and the CAO the extension of contract performance in cases where the Contract Manager deems that contract termination is not in the Contracting Authority’s best interest and that termination would create greater damages for the Contracting Authority. In this case, in communication with the Contractor, additional delivery timelines should be established to allow the CM to take action if such timelines are missed. The CM should notify the Contractor of the extension of contract implementation and warn that if the same situation recurs, measures shall be taken for contract termination.

**Article 42**

Paragraphs 1, 2, 3 and 4 of Article 72 shall be reformulated with the following text:

## Article 72

## Termination of the contract

72.1 The contract termination process shall be initiated when either party to the contract commits a fundamental breach of the terms and conditions, or when the contract cannot be executed due to a force majeure event.

72.2 In cases of breaches by the Contractor, the Contract Manager shall document the contract condition violations, assess whether the contract should be terminated, and submit a termination recommendation to the Procurement Unit, which shall include:

(a) Name of the Contractor and the procurement reference number;

(B) Reasons for the termination;

(c) Actions taken to avoid termination;

(d) Contractual grounds for the termination;

(e) Costs, if any, resulting from the termination; and

(f) Any other relevant information.

72.3 The RPO and CAO shall examine the recommendation for contract termination, and if they decide to approve the recommendation, the RPO shall immediately initiate the contract termination procedures, notifying the Contractor of the initiation of the procedures and the reasons for the contract termination.

72.4 The contract shall be considered terminated when the termination decision by the CAO and the Responsible Procurement Officer becomes effective. The decision shall become effective when signed by the Chief Administrative Officer and the Responsible Procurement Officer. The termination decision shall be uploaded to the electronic platform.

**Article 43**

After Article 72, a new **Article 72A, Acceptance of goods, services and works**, shall be added, with the following text:

**Article 72A**

**Acceptance of supplies, services and works**

72A.1. The acceptance of supplies shall be carried out by the Supplies Acceptance Commission, which shall be appointed by the decision of the Chief Administrative Officer. The Supplies Acceptance Commission shall be responsible for verifying the quantity, quality, type and value of the accepted supplies, which shall be documented in a report confirming compliance with the contract or purchase order.

72A.2. The Supplies Acceptance Commission must consist of no fewer than three (3) members who shall be experts in the relevant area, including the Contract Manager. If such experts are not available within the Contracting Authority, the Contracting Authority shall engage an external expert in accordance with Article 39.9 of this Regulation.

72A.3. The acceptance of works shall be carried out by the Contract Management Team, which shall be responsible for verifying the quantity, quality, type and value of the accepted works, which shall be documented in a final report confirming compliance with the contract and technical specifications.

72A.4. The acceptance of services shall be carried out by the Contract Manager or the Contract Management Team if the latter has been appointed. The Contract Manager or the Contract Management Team shall be responsible for verifying the quantity, quality, type and value of the accepted services, which shall be documented in a final report confirming compliance with the contract and required specifications.

**Article 44**

After Article 73, new Articles **73A Contract** **closing** and **73B Warranty period and final acceptance**, shall be added with the following text:

**Article 73A**

**Contract closing**

73A.1 After the completion of all procedures and actions according to Articles 72A and 73, the contract shall be closed as follows:

a) For work or supply contracts where a warranty period is required in the contract, the Contract Manager shall prepare and sign the Provisional Acceptance Certificate. The Provisional Acceptance Certificate shall be issued no later than 30 calendar days after the acceptance of goods or works, as per Article 72A of this regulation. The issuance of the Provisional Acceptance Certificate shall conclude the contractual obligations of the parties for the execution phase of the contract.

b) For supply contracts where a warranty period is not required, the Contract Manager shall prepare and sign the final report based on the minutes of the Supplies Acceptance Commission. Upon the issuance of the final report by the Contract Manager, the contractual obligations of the parties shall be considered completed.

c) For service contracts, the contractual obligations of the parties shall be considered completed upon the issuance of the final report by the Contract Manager.

**Article 73B**

**Warranty period and final acceptance**

73B.1 For works or supply contracts where a warranty period is required, the Contract Manager shall, before issuing the Provisional Acceptance Certificate, request the Contractor to prepare a warranty document for the defect liability period, as specified in the contract conditions.

73B.2 During the defect liability period, the Contract Manager shall identify, inspect and assess all defects clearly and document them, including detailed reports, damage assessments, photographs, etc. The Contract Manager shall promptly notify the Contractor of the defects and request that they be repaired/eliminated within a reasonable time limit. The Contractor shall, upon receiving the notification, correct the defects within the specified time limit at their own expense, including repairs, replacements or rectifications of any issue considered as a defect.

73B.3 The defect liability period shall commence from the date of issuance of the Provisional Acceptance Certificate, in accordance with the contract conditions.

73B.4 For any defect rectification as per paragraph 73B.3, the Contract Manager shall issue a report confirming the elimination of defects. The defect liability period shall resume from the date the report is issued.

73B.5 After the expiration of the defect liability period and after the correction of any defects or damages, the Contract Manager shall issue the Final Acceptance Certificate to the Contractor.

**Article 45**

Article 75, paragraphs 3, point (4) shall be reformulated with the following text:

**Article 75**

**Separation of duties**

1. An officer from a department who prepared the specifications and/or the ToR, determined the quality standards or prepared the drawings, may serve as the Contract Manager but cannot participate as a member of the Evaluation Committee.

**Article 77**

**Use of auctions/electronic returning auctions**

Article 77, paragraph 3 shall be reformulated with the following text:

* 1. The electronic auction shall be based on the criteria of the “Lowest price” or the “Most economically advantageous tender”.

**Article 46**

Article 78, paragraphs 1, 6 and 9 shall be reformulated with the following text:

**Article 78**

**Dynamic Purchasing System**

* 1. In order to set up a dynamic purchasing system, as defined in Article 4, subparagraph 1.18 of LPP, the Contracting Authorities shall follow the rules of the restricted procedure in all its phases up to the award of the contracts to be concluded under this system. All the tenderers satisfying the selection criteria and having submitted an indicative tender which complies with the specification and any possible additional documents shall be admitted to the system; indicative tenders may be improved at any time provided that they continue to comply with the specifications. To set up the system and to award contracts under that system, the Contracting Authorities shall solely use electronic means.

78.6 Each specific contract must be the subject of an invitation to tender. Before issuing the invitation to tender, the Contracting Authorities shall publish a simplified contract notice inviting all interested Economic Operators to submit an indicative tender, in accordance with paragraph 77.4, within a time limit that may not be less than 15 days from the date on which the simplified notice was sent. The Contracting Authorities may not proceed with tendering until they have completed the evaluation of all the indicative tenders received by that deadline.

78.9 A dynamic purchasing system cannot last more than three years, except in special justifiable cases.

**Article 47**

Article 79, paragraphs 1 and 2 shall be reformulated with the following text:

**CHAPTER VII – Training and revocation of public procurement certificates**

## Article 79

##  General Provisions

79.1 This section of the Regulation shall aim to regulate the essential issues related to the training of procurement officers, including the types of training, the procedures for organizing training within the public procurement in Kosovo, as well as procedures for issuing and revoking public procurement professional certificates.

79.2 The PPRC shall prepare modules for basic and advanced training in public procurement.

**Article 48**

Article 80, paragraphs 2 and 3 shall be reformulated with the following text:

## Article 80

## Basic training programs

80.2 The Course shall aim at developing professional capacities, and ethical and interpersonal values.

80.3 The duration of the Basic Training Course shall be determined by law to last 15 days.

**Article 49**

Article 81, paragraph 2 shall be reformulated with the following text:

## Article 81

## Advanced training programs

81.2 The duration of the Advanced Training Course shall be determined by law to last 10 days.

**Article 50**

Article 83, paragraphs 1, 2, 3, 4 and 5 shall be reformulated with the following text:

## Article 83

## Engagement of trainers to conduct training

83.1 The PPRC shall, in cooperation with KIPA, based on the list of certified procurement trainers, engage suitable trainers for teaching in the procurement training courses developed by the PPRC.

83.2 The engagement of trainers by PPRC shall, in cooperation with KIPA, be based on the performance evaluation of all trainers who express interest in the invitation sent.

83.3 The performance evaluation shall be based on data from the performance system for trainers, as assessed by the training participants. A standardized evaluation format should be used and completed immediately after the training activity is completed.

83.4 During the trainer engagement process, the PPRC shall, in cooperation with KIPA, assign the number and distribution of training modules equally. The distribution of modules shall ensure that at least two trainers are available for each module.

83.5 The PPRC shall, in cooperation with KIPA, also engage other experts according to the specific needs required in the area of public procurement training.

**Article 51**

Article 84, paragraphs 2 and 5 shall be reformulated with the following text:

## Article 84

## Organizing the trainings

84.2 The PPRC shall, in cooperation with KIPA, assess the training needs in the public procurement sector at the beginning of each year.

84.5 For the persons mentioned under point (c) of paragraph 84.4, the PPRC shall, in cooperation with KIPA, decide on the number of persons who can be accommodated in the training. Applicants shall be selected based on the order of application dates.

**Article 52**

Article 86, paragraph 4 shall be reformulated with the following text:

## Article 86

## Procedures for conducting the procurement training testing

86.4 Candidates who have successfully passed the written examination shall be awarded the Basic or Advanced Professional Certificate. The date of publication of the final results of the examination shall serve as the commencement date for the validity of the certificate.

**Article 53**

Article 87, paragraphs 2, 3, 5 shall be reformulated and a new paragraph 6 shall be added with the following text:

## Article 87

## Test content and assessment scheme

87.2 The tests for the basic and advanced programs must contain 100 points each. The minimum number of points for passing the exam for the basic professional certificate shall be over 61 out of 100 possible points, while for the advanced professional certificate over 71 out of 100 possible points.

87.3 The PPRC Chairman shall establish a committee for the design and evaluation of the test. One member shall be from KIPA

87.5 Test questions shall be finalized on the day the test is held and must be kept confidential.

87.6 The PPRC may, in cooperation with KIPA, organize the tests electronically.

**Article 54**

Article 88, paragraphs 1 and 4 shall be reformulated, new subparagraphs 88.2.1 and 88.2.2 shall be added, and the new paragraph 5 shall be added with the following text:

## Article 88

## Evaluation, publication of test results and complaints

88.1 The test Evaluation Committee shall, as soon as possible, evaluate the tests and prepare the Test Results Report, which shall be published on the PPRC and KIPA websites.

88.2.1 Upon written request in hard copy or electronic form for access to the test, candidates shall be allowed to review their written test and the result achieved.

88.2.2 Requests must be submitted to PPRC within three (3) calendar days from the date of publication of the written exam results.

88.4 The PPRC Chairman shall establish a commission to examine complaints. One member shall be from KIPA. The commission shall prepare the report on the review of complaints within thirty (30) calendar days from the date of the decision to establish the commission and, if necessary, re-evaluate the exam results.

88.5 The PPRC shall, in cooperation with KIPA, organize re-testing for all candidates who scored below the passing score threshold, within a period of 3 months from the date of publication of the test results”.

**Article 55**

Article 89, paragraph 1 shall be reformulated and a new paragraph 89.1.2 shall be added, as well as paragraph 4 shall be reformulated with the following text:

## Article 89

## Issuance of procurement certificates

89.1 The candidate who has successfully passed the test shall be awarded a Procurement Certificate, which shall contain at least the following information:

* Name of the issuing authorities, PPRC and KIPA
* Classification mark and reference number
* Place and date of issuance of the certificate
* The first and last name of the certificate holder
* The start date and expiration date of the certificate
* The first and last name and signature of the responsible person from PPRC and KIPA.

89.1.2. In the case of loss or damage of the certificate, the certificate holder may submit a request to PPRC for the issuance of a duplicate, which shall include all the information from paragraph 1 of this Article.

89.4 The PPRC shall ensure that the documentation of participants in training and testing is kept in accordance with the Law on Archives.

**Article 56**

Article 90, the title and paragraph 1 shall be reformulated with the following text:

## Article 90

## Cancellation of procurement certificates

90.1 This section of the Regulation shall define the rules for cancellation of procurement certificates, the procedures for initiating requests, the classification of violations of public procurement legislation, the appointment procedures and the powers of the commission for handling requests, punitive measures and the rights and responsibilities of parties in the process.

**Article 57**

Article 93, paragraphs 1 and 2 shall be reformulated with the following text:

## Article 93

## Establishment of the Commission

93.1. The Commission shall be established by a decision issued by the PPRC Chairman.

93.2 The Commission established according to paragraph 1 of this Article shall consist of three members, 2 (two) members for a 3-year term, while the 3 (third) member shall be elected on an ad-hoc basis.

**Article 58**

Point f) of Article 97.1 shall be reformulated with the following text:

## Article 97

## Serious violations

* 1. Serious violations shall be considered:
1. Non-implementation of Article 30.4 of the Regulation on Public Procurement by the Responsible Procurement Officer.

**Article 59**

Article 98, paragraphs 1 and 2 shall be reformulated with the following text:

## Article 98

## Disciplinary measures for minor violations

* 1. A written warning shall be imposed proportionally to the consequences caused and shall have the purpose of advising and warning the targeted party about other more serious measures in case of repetition of the violation. This measure shall be imposed within fifteen (15) calendar days from the date when the PPRC’s Board issues a decision. The warning issued shall be served on the CA’s Chief Administrative Officer. Such warning shall expire after one year from the date of the decision.
	2. A written notice shall be imposed proportionally to the consequences caused and shall be served on the Chief Administrative Officer of the CA and published on the PPRC website. This measure shall be imposed within fifteen (15) calendar days from the date when the PPRC Board issues a decision. The notice imposed in writing shall expire after one year from the date of the decision.

**Article 60**

Article 99, paragraphs 1, 2 and 3 shall be reformulated with the following text:

## Article 99

## Disciplinary measures for serious violations

99.1 For serious violations of the provisions of the Law on Public Procurement and secondary legislation, including those specified in paragraph 97.1 of this Regulation, the PPRC Board shall, at the commission’s proposal, decide on the cancellation of the professional procurement certificate within fifteen (15) calendar days from the date when the commission gave its recommendation.

99.2 For serious violations of the provisions of the Law on Public Procurement and secondary legislation, including those specified in paragraph 97.1 of this Regulation, the PPRC Board of shall issue a decision on cancellation of the procurement certificate and shall request the Contracting Authority to take disciplinary measures against the person concerned in accordance with the relevant applicable legislation.

99.3 Any decision issued in accordance with paragraphs 98.1, 98.2, 99.1 and 99.2 of this Regulation shall be published on the Electronic Platform for Public Procurement.

**Article 61**

Article 100, paragraph 1 shall be reformulated with the following text:

## Article 100

## Time frame for examining requests

100.1 The written request and the completed documentation shall be examined and reviewed by the commission within thirty (30) calendar days from the date of the PPRC Board’s decision to establish the commission. For complicated cases, the commission may request an additional period of fifteen (15) calendar days to provide its recommendation. The procedural decision for extending the initial deadline and the new completion date shall be notified to the party within the initial deadline and must be justified. The PPRC Board shall, within fifteen (15) calendar days after receiving the recommendation report, make a final decision.

**Article 62**

Article 101, subparagraphs 1, 2 and 3 shall be reformulated with the following text:

## Article 101

## The right to appeal

101.1 The Procurement Officer, aggrieved with the PPRC Board’s decision, shall be entitled to appeal to the Independent Oversight Board for the Kosovo Civil Service within thirty (30) calendar days from the day of notification of the decision if the same is a civil servant.

101.2 If the Procurement Officer is not a civil servant, the PPRC must serve on this person a written preliminary notice within ninety (90) days regarding the intention to cancel his/her certificate. The person concerned shall be entitled to appeal to the PPRC within thirty (30) calendar days from the date of this notice.

101.3 The person whose professional procurement certificate has been cancelled may, after one year, begin the basic training to obtain a basic professional procurement certificate and after that, attend training to obtain an advanced professional procurement certificate.

**Article 63**

Article 102 shall be renumbered as paragraph 1 and paragraph 2 shall be added with the following text:

**Article 102**

**Repeal provisions**

* + 1. Upon the entry into force of this amendment and supplementation to Regulation No. 001/2022 on Public Procurement, the interpretations, opinions and announcements of the PPRC published on <https://e-prokurimi.rks-gov.net/>, shall be repealed, as follows:
* The interpretation dated 22.11.2022 published on the electronic platform in the section “Interpretations” according to Question No. 07.
* The opinion dated 22.11.2022 published on the electronic platform in the section “Opinions” according to Question No. 08.
* The interpretation dated 22.11.2022 published on the electronic platform in the section “Interpretations” according to Question No. 12.
* The interpretation dated 09.06.2023 published on the electronic platform in the section “Interpretations” according to Question No. 28.
* The interpretation dated 22.06.2023 published on the electronic platform in the section “Interpretations” according to Question No. 29.
* The interpretation dated 24.10.2024 published on the electronic platform in the section “Interpretations” according to Question No. 31.
* The interpretation dated 24.10.2023 published on the electronic platform in the link “Interpretations” according to Question No. 33.
* The PPRC notification dated 14.04.2023 published on the electronic platform in the link “News”.
* The PPRC notification dated 14.06.2023 published on the electronic platform in the link

“News'”

**Article 64**

**Entry into force**

This amendment and supplementation to Regulation No. 001/2022 on Public Procurement shall enter into force on: **11.11.2024**

 Osman Vishaj

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**Prishtina, 04.11.2024 Chairman of the PPRC Board**