



FONDI KOSOVAR PËR GARANCI KREDITORE
KOSOVSKI FOND ZA KREDITNO JEMSTVO
KOSOVO CREDIT GUARANTEE FUND

PROCUREMENT POLICY

TABEL OF CONTENT

PROCUREMENT POLICY.....	6
CHAPTER I.....	6
GENERAL PROVISIONS	6
Article 1	6
Introduction	6
Article 2	6
Purpose and Scope.....	6
Article 3	7
Definitions.....	7
Article 4	8
Exceptions	8
Article 5	9
General Principles	9
Article 6	9
Authorities and Responsibilities	9
CHAPTER II	10
PROCUREMENT PROCEDURES	10
Article 7	10
Procurement Procedures	10
Article 8	10
Open Procedure	10
Article 9	11
Quotation Procedure	11
Article 10.....	11
Negotiated Procedure without Publication – Direct Procurement	11
Article 11	12
Direct Purchases	12
CHAPTER III	13
CLASSIFICATION OF CONTRACTS	13
Article 12	13
Classification of Contracts by Value.....	13
Article 13.....	13
Calculation of the Estimated Value of the Contract	13
Article 14	15
Procurement Request	15

Article 15.....	15
Procurement Numbering.....	15
Article 16.....	15
Invitation to Bid.....	15
Article 17.....	16
Eligibility of Bidders.....	16
Article 18.....	17
Technical Specifications.....	17
CHAPTER V.....	18
SUBMISSION OF BIDS.....	18
Article 19.....	18
Method of Submission of Bids.....	18
Article 20.....	18
Deadlines for Submission of Bids.....	18
Article 21.....	18
Bid Security.....	18
CHAPTER VI.....	20
COMPLETION AND CORRECTION OF BIDS AND INVITATION TO BID.....	20
Article 22.....	20
Requests for Supplementary Documentation and Clarifications.....	20
Article 23.....	20
Correction of Invitation to Bid Documentation.....	20
Article 24.....	21
Evaluation Committee.....	21
Article 25.....	22
Evaluation Phase.....	22
Article 26.....	22
Selection Criteria.....	22
Article 27.....	23
Contract Award Criteria.....	23
Article 28.....	23
Bid Evaluation.....	23
Article 29.....	24
Abnormally Low-Priced Bid.....	24
Article 30.....	24
Notification of Decisions on Contract Award or Bid Rejection.....	24

Article 31 List of Excluded Bidders	24
Article 32	26
Right to Complaint	26
Article 33	26
Complaints Committee and Review of Complaints	26
Article 34	27
Signing of Contracts	27
Article 35	27
Cancellation of Procurement Procedures	27
Article 36	28
Contract Performance Security	28
Article 37	28
Duration and Extensions of the Contractual Relationship	28
Article 38	28
Contract Management	28
Article 39	29
Additional Supplies, Services, or Works	29
Article 40	30
Form of Communication	30
Article 41	30
Confidentiality in the Processing of Documents	30
Article 42	30
Amendments	30
Article 43	30
Annexes	30
Article 44	31
Repealing Provision	31
Article 45	31
Transitional Provisions	31
Article 46	31
Entry into Force	31
ANNEX I	32
INVITATION TO BID	32
ANNEX II REQUEST FOR PROPOSAL FOR SERVICES	33
ANNEX III REQUEST FOR PROPOSALS FOR GOODS	37
ANNEX IV NOTIFICATION FOR PROCUREMENTS FROM €1,001 TO €10,000 INVITATION FOR QUOTATION	40

ANNEX V EVALUATION TABLE MODEL.....41
ANNEX VI CONFIDENTIALITY AND CONFLICT OF INTEREST DECLARATION44

Board of Directors of the Kosovo Credit Guarantee Fund

Pursuant to Article 17, paragraph 1, subparagraph 1.6 of Law No. 05/L-057 on the Establishment of the Kosovo Credit Guarantee Fund, as amended and supplemented by Law No. 08/L-138, and Article 8, paragraph 1.5, of the Statute of the Kosovo Credit Guarantee Fund;

On 29 December 2025, adopted the following:

PROCUREMENT POLICY

CHAPTER I GENERAL PROVISIONS

Article 1 Introduction

1. In carrying out its procurement activities, the KCGF shall be guided by best practices as set forth in this Policy. For services, goods, and works financed through funds of Partner Institutions, the procurement rules shall apply if so, provided in the partnership agreements between the KCGF and the respective Partner Institution. In order to meet its needs, and within the scope of its authorizations, the KCGF shall also conduct procurement activities.
2. Procurement activities shall apply to services, goods, and works that are financed directly by the KCGF.
3. The purpose of this Policy is to ensure that the funds of the KCGF, for procurement activities, are utilized in an economical, efficient, transparent, and fair manner.

Article 2 Purpose and Scope

1. The purpose of this Policy is to ensure the efficient, transparent, and fair utilization of KCGF funds for procurement activities by defining the applicable conditions and rules, the procedures to be followed, the rights to be respected, and the obligations to be fulfilled by entities participating in or interested in procurement activities within the KCGF.
2. This Policy shall apply to all procurement activities of goods, services, and works within the KCGF.
3. This Policy shall also apply to procurements financed by funds of partner institutions, if such is provided for in the agreements concluded between the KCGF and the partner institution. Otherwise, the procurement rules of the respective institution shall apply.

Article 3 Definitions

1. The terms used in this Policy shall have the following meanings:
 - 1.1. **Cancellation** – means the termination and recommencement of a procurement procedure from the beginning, in accordance with the provisions of this Policy;
 - 1.2. **Board of Directors** – one of the governing bodies of the KCGF, as defined in Article 16 of the Law on the Establishment of the KCGF;
 - 1.3. **Managing Director** – the executive manager of the KCGF appointed by the Board of Directors, with responsibilities as set forth in Article 20 of the Law on the Establishment of the KCGF;
 - 1.4. **Kosovo Credit Guarantee Fund (hereinafter “KCGF”)** – means the Kosovo Credit Guarantee Fund, an independent and autonomous legal entity, established by Law No. 05/L-057 on the Establishment of the Kosovo Credit Guarantee Fund (as amended and supplemented by Law No. 08/L-138);
 - 1.5. **Invitation to Bid** – means the invitation through which the KCGF invites bidders to submit offers for an announced/open procurement, and in which the KCGF specifies the procedure, requirements, criteria, and contractual conditions;
 - 1.6. **Group of Economic Operators/Consortiums** – means temporary partnership groups, also known as consortiums, which may participate in a tender procedure under certain conditions;
 - 1.7. **Partner Institutions (hereinafter “PI”)** – means the institutions with which the KCGF has signed cooperation agreements;
 - 1.8. **Contract** – means a written agreement concluded between the KCGF and one or more bidders, the object of which is the execution of certain works, the supply of goods, or the provision of certain services;
 - 1.9. **Request for Proposal (hereinafter “RFP”)** – means the method for the selection of goods and/or services, as defined in Annex 2 and Annex 3 of this Policy;
 - 1.10. **Procurement Evaluation Committee** – means the ad hoc committee appointed for the opening, review, evaluation, and comparison of Offers in a Procurement Activity;
 - 1.11. **Complaints Committee** – means the ad hoc committee appointed by the Managing Director or the Board of Directors for the review of complaints in a Procurement Activity;
 - 1.12. **Goods** – means all products, machinery and equipment, materials, electricity, as well as services related to the supply of such goods, such as transport, installation, maintenance, and other similar obligations, provided that their value does not exceed that of the goods themselves;
 - 1.13. **Contract Management** – means the activities applicable to ensure that the provisions of a procurement contract, regarding timely and proper delivery and the rights and obligations of the contracting parties, are effectively enforced;
 - 1.14. **Bidder** – means an Economic Operator who submits an offer in a Procurement Activity;
 - 1.15. **Responsive Offer** – means an Offer that is in compliance with the Invitation to Bid/Quotation or the Request for Proposals;
 - 1.16. **Non-Responsive Offer** – means an Offer that does not comply with the Invitation to Bid/Quotation or the Request for Proposals;
 - 1.17. **Economic Operator** – a general term covering a person or group of persons, natural or legal, acting as supplier, service provider, and/or works contractor;
 - 1.18. **Open Procedure** – means procurement in which all interested Economic Operators may submit offers;
 - 1.19. **Direct or Single-Source Procedure** – means procurement in which the KCGF requests an offer from, and enters into a contractual relationship with, only one Economic Operator;

- 1.20. **Procurement Activity** – means any activity related to the initiation or execution of a procedure or any other activity that leads, or is intended to lead, to the award of a contract by the KCGF;
 - 1.21. **Works** – means the result of construction or construction-related activities which, taken as a whole, are sufficient to fulfill an economic or technical function;
 - 1.22. **Service** – means any object of procurement other than goods and works;
 - 1.23. **Offer** – means the documents submitted by an Economic Operator in a Procurement Activity, including the terms of the technical and financial proposal;
 - 1.24. **International Offer** – means cases where the goods, services, or works for which a Procurement Activity is opened are not available from domestic sources and there is insufficient domestic competition. The procedure, criteria, and conditions in such cases shall be specified in a separate decision of the Board of Directors.
2. In this Policy, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine gender and vice versa, unless the context requires otherwise.

Article 4 Exceptions

1. This Policy shall not apply to:
 - 1.1. employment contracts concluded between the KCGF and its personnel;
 - 1.2. investment of the KCGF's capital;
 - 1.3. the acquisition, lease, or sale of immovable property;
 - 1.4. consultancy services related to the drafting of terms of reference, in the absence of internal expertise, up to the amount of two thousand (2,000) euros;
 - 1.5. consultancy services related to bid evaluation, provided by an external expert, up to the amount of two thousand (2,000) euros;
 - 1.6. bank accounts for the purpose of conducting operational transactions;
 - 1.7. monitoring/security services;
 - 1.8. fixed and mobile telephony services;
 - 1.9. internet services;
 - 1.10. health insurance services for the personnel of the KCGF;
 - 1.11. supplies and services provided by public enterprises (such as postal services, water supply, heating, electricity, and other similar services);
 - 1.12. general expenses for training or participation in conferences, workshops, trainings, or professional development by the Members of the Board of Directors, the Managing Director, and the personnel of the KCGF.
2. Prior to contracting the services referred to in subparagraphs 1.4 and 1.5 of paragraph 1 of this Article, the requesting unit shall submit a written request. The request shall explain the justification for procuring such services, the decision to engage the respective consultant or expert, his/her qualifications, and suitability for carrying out the relevant activities. The request must be approved by the Managing Director.
3. The KCGF shall have the right to extend the contract with the same Economic Operator, without a time limitation, for goods and services referred to in subparagraphs 1.6 to 1.10, which are provided on a recurring and continuous basis and for which changing the Economic Operator would present significant difficulties in the continuation of the KCGF's operations.
4. On an annual basis, and at any other time it deems reasonable, the KCGF may analyze and evaluate the prices and quality of the goods or services referred to in the preceding

paragraph, which it receives, in comparison with the prices and quality offered in the market. If the KCGF assesses that the prices and/or quality available in the market are substantially more favorable, it shall have the right to terminate the current contract and conclude a contract with another Economic Operator offering a lower price, higher quality, or a better combination of both.

5. The analysis and evaluation of prices and quality under paragraph 4 of this Article, and the decision to extend the contract with the same Economic Operator under paragraph 3 of this Article, or the decision to conclude a contract with another Economic Operator under paragraph 4 of this Article, must be documented in writing. For this purpose, the KCGF shall prepare a memorandum, which shall be signed by the Requesting Unit and the Managing Director.
6. Prior approval of the Board of Directors shall be required for the following actions:
 - 6.1. The acquisition, lease, or sale of immovable property as per subparagraph 1.3 of paragraph 1 of this Article, regardless of the transaction value;
 - 6.2. The recurring goods or services defined in subparagraphs 1.6 to 1.10 of paragraph 1 of this Article, if their value exceeds the amount of twenty-five thousand (25,000.00) euros in the market.
7. With regard to paragraph 6 of this Article, the Managing Director shall submit to the Board of Directors a written request for approval, which shall provide justification concerning the actions requiring approval.

Article 5 **General Principles**

1. Procurement Activities shall be conducted in accordance with the following principles:
 - 1.1. Equality and non-discrimination;
 - 1.2. Efficiency and economy;
 - 1.3. Competition;
 - 1.4. Transparency;
 - 1.5. Objectivity;
 - 1.6. Prohibition of conflict of interest;
 - 1.7. Confidentiality;
 - 1.8. Accountability.

Article 6 **Authorities and Responsibilities**

1. The Managing Director shall propose this Policy, along with its amendments and supplements, for approval by the Board of Directors. The Board of Directors shall be responsible for reviewing and approving this Policy, whereas the Managing Director shall be responsible for its implementation.
2. The Senior Manager for Finance and Administration shall serve as the officer responsible for procurement, based on the duties and responsibilities defined in this Policy and other internal acts derived from it, and shall recommend to the Managing Director any necessary amendments and supplements to this Policy.
3. The Managing Director and the Board of Directors shall be responsible for overseeing procurement procedures as defined by this Policy.

CHAPTER II PROCUREMENT PROCEDURES

Article 7 Procurement Procedures

1. The KCGF shall conduct Procurement Activities through one of the following procedures:
 - 1.1. Open procedure;
 - 1.2. Negotiated procedure without publication – direct procurement;
 - 1.3. Quotation procedure.
2. The Procurement Officer shall establish a file for each Procurement Activity carried out by the KCGF. Every procedure or action undertaken must be documented with evidence placed in the file.

Article 8 Open Procedure

1. The open procedure begins with the publication of the Invitation to Bid by the KCGF on its website and social media, as well as in relevant portals.
2. Following the publication of the Invitation to Bid, all interested Economic Operators may request the RFP and submit their Bids together with the required documents. The KCGF shall distribute the RFP within the deadline set in the Invitation to Bid, provided that the request has been made within the deadline for submission of Bids. The deadlines for these two actions shall be determined in the Invitation to Bid. In the RFP, the KCGF may determine that the open procedure shall be conducted in two phases: the pre-qualification phase, which includes the submission of formal documents and/or mandatory formal requirements; and the second phase, which includes the submission of the technical and financial offer by the bidders qualified in the pre-qualification phase. Bidders who do not meet the criteria in the pre-qualification phase shall be eliminated from further participation in the respective procurement procedure.
3. The KCGF shall enter into a contract with the Economic Operator that submits a Responsible Bid and is either the most economically advantageous or offers the lowest price.
4. If the KCGF does not receive at least two (2) Responsible Bids, the Procurement Activity shall be re-announced. The re-announcement shall remain open for a period of at least ten (10) days from the date of evaluation of the Bids. If, upon re-announcement, the KCGF again does not receive at least two (2) Responsible Bids, the Procurement Activity shall be cancelled.
5. The notification of the winner does not constitute an obligation for the KCGF, nor a right for the winner, until the conclusion of the contract. The KCGF reserves the right not to sign the contract if, in its professional judgment, doing so would hinder the achievement of its objectives.

Article 9

Quotation Procedure

1. The Quotation Procedure begins with the KCGF's Invitation for Bid/Quotation, sent simultaneously to at least three (3) economic operators via e-mail.
2. Economic operators not invited by the KCGF, due to the KCGF's lack of awareness to include them in the register of economic operators, may submit Bids/Quotations to the KCGF. Such bids shall be taken into consideration only if submitted within the deadline.
3. For small contracts, the KCGF may proceed with evaluation if at least one (1) Responsible Bid has been received. For medium contracts, the KCGF may proceed with evaluation if at least two (2) Responsible Bids have been received.

Article 10

Negotiated Procedure without Publication – Direct Procurement

1. The negotiated procedure without publication – direct procurement begins with direct negotiations between the KCGF and one (1) or more economic operators regarding the terms of the contract.
2. The negotiated procedure without publication or direct procurement for awarding any type of contract may be applied if circumstances justify it.
3. The Requesting Unit shall propose the application of this procedure to the Procurement Unit. In its proposal – the request for goods or services – the Requesting Unit shall specify the existing circumstances and demonstrate the justification for applying this procedure. The Procurement Unit shall then seek approval from the Managing Director or, through the Managing Director, from the Board of Directors for procurement activities valued at twenty-five thousand (25,000.00) euros or more.
4. Circumstances that may justify the application of the negotiated procedure without publication include:
 - 4.1. when, due to the absence of competition for technical reasons, goods, services, or works can only be provided by one operator, or when an economic operator has exclusive rights over the goods, services, or works;
 - 4.2. for the delivery of goods and/or services by the previous contractor, either as a replacement or as an addition to existing goods and/or services, when changing the operator would oblige the KCGF to procure goods and/or services that would not meet compatibility requirements with existing goods or services. This shall not exceed fifteen (15) percent of the value of the initial contract and must arise during the contract implementation period, up to two (2) years after its completion;
 - 4.3. when supplementary construction services included in the initial contract, due to unforeseen circumstances, have become necessary and separating them from the initial contract would be difficult for technical or economic reasons. This shall not exceed fifteen (15) percent of the value of the initial contract and must arise during the contract implementation period, up to twelve (12) months after its completion;
 - 4.4. for the purchase of goods or services linked to the personal qualities of the candidate-individual (such as paintings, sculptures, photographs, or specific consultancy);
 - 4.5. for the continuation of design services linked to other services already performed, which, if assigned to a new entity, would infringe copyright;
 - 4.6. for the purchase of goods or services under exceptionally favorable conditions available for a short period, such as auctions. This provision applies in cases of

- unusual sales by legal or physical persons who are not regular suppliers. It does not apply to ordinary procurements from regular bidders;
- 4.7. for urgent needs for goods, works, or services caused by circumstances beyond the control of the KCGF, when the time available to resolve the urgent need is insufficient to conduct the normal procurement procedures foreseen in this policy, for which the Board of Directors shall be notified;
 - 4.8. for goods and/or services provided by exclusive producers, which must be purchased directly from the producer to ensure technical efficiency or economic advantages;
 - 4.9. when, after cancellation and repetition of the open procurement procedure, no bids are received again, or the minimum number of Responsible Bids is not met;
 - 4.10. for the continuation of consultancy services for which the original contract has been satisfactorily executed, and the continuation of such services would bring effective advantages;
 - 4.11. other circumstances justified by the Requesting Unit for the use of the negotiated procedure without publication under paragraph 2 of this Article.

Article 11

Direct Purchases

The KCGF shall not conduct a Procurement Activity for purchases or services with an estimated value of less than one thousand (1,000.00) euros. In all such cases, purchases or services shall be conducted directly by contacting economic operators of goods, services, or works, taking into account the criterion of value for money and ensuring the quality of supply, service, or work in the best interest of the KCGF and in compliance with the KCGF's Financial Management Policy and Authorized Signatures Policy.

CHAPTER III CLASSIFICATION OF CONTRACTS

Article 12 Classification of Contracts by Value

1. Contracts in Procurement Activities shall be classified according to their total value as follows:
 - 1.1. large-value contracts – above 10,000 (ten thousand) euros;
 - 1.2. medium-value contracts – from 5,001 (five thousand and one) to 10,000 (ten thousand) euros;
 - 1.3. small-value contracts – from 1,001 (one thousand and one) to 5,000 (five thousand) euros;
 - 1.4. minimal-value contracts – from 0 (zero) to 1,000 (one thousand) euros.
2. Depending on the classification of contracts under paragraph 1 of this Article, the following specific procurement procedures shall apply:
 - 2.1. for large-value contracts – the open procedure shall apply, requiring the receipt of at least two (2) bids, both of which must be responsible;
 - 2.2. for medium-value contracts – the quotation procedure shall apply, requiring the receipt of at least two (2) bids, both of which must be responsible;
 - 2.3. for small-value contracts – the quotation procedure shall apply, requiring the receipt of at least two (2) bids, at least one of which must be responsible;
 - 2.4. for minimal-value contracts – direct purchase may be carried out, without applying procurement procedures.

Article 13 Calculation of the Estimated Value of the Contract

1. The calculation of a contract's value shall be based on the total amount, including all applicable taxes and duties.
2. The valuation shall be valid at the moment the KCGF decides on the procedure to be applied for the Procurement Activity. For one-year (1) contracts, the value must be within the approved budget for the fiscal year. For contracts longer than one (1) year, it must be ensured that the budget amount is allocated according to annual obligations until the completion of the contract.
3. No procurement shall be divided with the purpose of avoiding the application of the procedures set forth under this Policy.
4. The calculation of the estimated value of contracts for works shall be based on the total costs relating to the execution of the works, including the value of the supplies necessary for the execution of the works made available to the contractor. Costs related to the design and planning of the works shall also be calculated as part of the estimated value of contracts for works.
5. For contracts for continuous supply of goods and services, the calculation of the estimated value of the contract shall be based on:
 - 5.1. the total value for the entire term – in the case of fixed-term contracts;
 - 5.2. the monthly value multiplied by twelve (12) – in the case of open-ended contracts.

6. In the case of successive contracts for supply, services, or works of the same type, the calculation of the estimated contract value shall be based on the actual value of the successive contracts awarded during the previous twelve (12) months. The calculation shall be adjusted, where possible, taking into account changes in quantity or value expected to occur during the twelve (12) months following the initial contract.
7. If a contract is divided into several parts, or if several contracts to be awarded are closely related and have the same objective, the value to be calculated shall be the total value of all the closely related contracts.
8. In cases of demonstrated need, the KCGF may conclude a contract for services considered non-fixed or non-repetitive, without specifying a fixed value for the contract. Such contracts shall include a fixed offer for the contract period and the types of services required.

CHAPTER IV PROCUREMENT PROCESS AND INVITATION TO BID

Article 14 Procurement Request

1. The Procurement Activity begins with a request from the Requesting Unit, submitted to the Procurement Unit. The Procurement Unit shall then submit the request to the Managing Director. The Managing Director shall decide whether or not to approve the request. If approved, the Managing Director shall initiate the Procurement Activity.
2. For Procurement Activities valued at 25,000.00 (twenty-five thousand) euros or more, the criteria and the Invitation to Bid shall be approved by the Board of Directors.
3. The request shall include the following information:
 - 3.1. clear and complete requirements relating to the subject matter of the procurement to be carried out, expressed in quantities and duly justified;
 - 3.2. technical and functional requirements and/or specifications;
 - 3.3. the planned budget for the procurement subject matter;
 - 3.4. the necessary funds planned in the budget of the respective calendar year for the procurement subject matter, as well as, for contracts longer than one year, the total funds according to the estimated value of the contract for the entire planned contractual period;
 - 3.5. in the case of long-term contracts, the necessary funds planned in the annual budget and a reasonable forecasting/planning basis to ensure that funds are committed also for future fiscal years throughout the duration of the respective contract.

Article 15 Procurement Numbering

1. The KCGF shall assign a procurement number to each Procurement Activity, for the purpose of quick identification, monitoring, statistics, and similar objectives.
2. The Procurement Number shall consist of:
 - 2.1. the identification of the KCGF;
 - 2.2. a three (3)-digit serial number, restarting at 001 each calendar year;
 - 2.3. the identification of the procurement year.
3. In the event of a re-announcement of the procedure, the Procurement Activity shall be assigned a new serial number.

Article 16 Invitation to Bid

1. The Requesting Unit shall draft the requirements, and thereafter the Procurement Officer, in cooperation with the Requesting Unit, shall finalize the Invitation to Bid. The Managing Director shall approve all Invitation to Bid documentation.
2. The Invitation to Bid shall contain:
 - 2.1. the procurement number/reference for the published announcement;

- 2.2. the formal requirements of the Procurement Activity – the publication deadline, the deadline for RFP requests if applicable, the deadline for questions, the deadline for submission of documents to meet formal and/or mandatory requirements if applicable, the deadline for submission of bids, the address for submission, the language of submission, and the format in which bids must be submitted;
- 2.3. supplementary services and supplies, as well as the number of possible renewals and extensions, if any;
- 2.4. the formal requirements that bidders must meet;
- 2.5. the criteria for evaluating bids, in relation to technical specifications and the financial aspect;
- 2.6. the criteria for selecting the bidder to fulfill the contract;
- 2.7. a copy of the specifications defining the KCGF's requirements;
- 2.8. a list of documents that must be submitted by the bidders.

Article 17 Eligibility of Bidders

1. The following shall be eligible to participate in KCGF Procurement Activities:
 - 1.1. all natural and legal persons, or groups of legal persons/consortia, resident or registered in Kosovo; and
 - 1.2. natural and legal persons who are not resident or not registered in Kosovo, if such specified in the Invitation to Bid.
2. In cases of participation by groups of legal persons/consortia, the KCGF may require them to prove their cooperation through a specific legal form.
3. The KCGF shall assess bidders in terms of compliance with anti-money laundering and counter-terrorism financing rules, or any other illegal activity damaging the financial interests of the country and the KCGF.
4. The KCGF may exclude bidders from participation in a Procurement Activity, at any stage, if they:
 - 4.1. are bankrupt or in liquidation, their business is administered by the courts, they have ceased commercial activity, are subject to proceedings related to these matters, or are in a similar situation resulting from such proceedings under the legal framework of the country;
 - 4.2. have been convicted by a final judgment of a criminal offence;
 - 4.3. have failed to meet pension contribution and tax obligations under applicable legislation;
 - 4.4. have been found guilty, by a court or arbitration, of serious breach of contract, such as failure to comply with contractual obligations in a previous procurement procedure;
 - 4.5. their management, personnel, or intermediaries are subject to conflict of interest;
 - 4.6. are guilty of misrepresentation in providing the information required by the KCGF;
 - 4.7. have contacted other bidders with the purpose of restricting competition;
 - 4.8. have a poor credit history (class E or lower in the CBK Credit Registry).
5. In Procurement Activities valued at 10,000.00 (ten thousand) euros or more, bidders must submit a sworn, signed declaration certifying that they are not in the situations listed under paragraph 4 of this Article. Bidders must notify the KCGF if such situations arise, immediately upon occurrence.
6. The KCGF shall eliminate from the Procurement Activity any bidders listed in the KCGF's excluded bidders list, pursuant to Article 32.

Article 18 Technical Specifications

1. The KCGF shall define all technical specifications that each bid must meet in order to be considered Responsible. Technical specifications shall be drafted in accordance with the purpose of the procurement and to ensure non-discriminatory and optimal access for all bidders.
2. In certain cases, the KCGF may specify desired functions, performance, and similar aspects, and may include such specifications in the criteria on which bidders are evaluated (competition parameters). This means that such desired functions may be set as sub-criteria (“functional characteristics”) for the most economically advantageous bid. A Responsible Bid must meet all mandatory requirements, while the desired functions shall balance price and other features of the bid. A clear distinction between mandatory requirements and desired functions must be properly determined by the KCGF.
3. The KCGF shall not set any requirement or reference to technical specifications of brand, name, patent, design, type, and/or origin of the manufacturer or service provider.
4. Notwithstanding the above paragraph, the KCGF may draft technical specifications or make such specific references if it is not possible to draft precise specifications of the subject matter of the contract, provided that any such reference shall be accompanied by the words “or equivalent.”
5. The KCGF may determine the brand of goods as a “brand name” category or as an individualized brand. Such determination shall require written approval from the Managing Director. This determination shall be made based on the subject of procurement, the assessment and justification of the importance of the goods, the nature of the work, the technical or specific conditions of the required goods, or the existence of a strategy or policy approved by the KCGF.
6. The KCGF may engage external specialists to draft technical specifications, against appropriate remuneration.

CHAPTER V SUBMISSION OF BIDS

Article 19 Method of Submission of Bids

1. 1. In the case of open procedures, bids shall be submitted to the KCGF in two envelopes – the technical proposal in one envelope, and the financial proposal in another envelope. If the KCGF specifies in the RFP that the process includes a first phase of excluding economic operators who do not meet the formal requirements and/or mandatory conditions, then the relevant documents for this phase shall be submitted through the official KCGF procurement e-mail.
2. The technical proposal shall include details regarding the bidder's experience, expertise, financial capacity, and detailed technical proposals related to the project, as defined in the RFP documents.
3. The financial proposal shall include information relating to the price, based on the scope of specifications and project requirements.
4. In the case of quotation procedures, bids shall be submitted through the official KCGF procurement e-mail.

Article 20 Deadlines for Submission of Bids

1. In the case of open procedures, the minimum deadline for the receipt of bids shall be ten (10) working days from the date of publication of the Invitation to Bid.
2. In the case of quotation procedures, the minimum deadline for the receipt of bids shall be ten (10) working days from the date of sending the Invitation to Bid.
3. The deadline for submission of bids in Procurement Activities under paragraphs 1 and 2 of this Article may be extended for an additional period of up to ten (10) days, at the discretion of the KCGF.
4. Prior to the expiration date, the KCGF may extend the deadlines set forth in the invitation if it modifies the Invitation to Bid documents or in other reasonable circumstances.
5. Bids shall be considered only if they are submitted within the deadline..

Article 21 Bid Security

1. The KCGF may include in the Invitation to Bid documents the requirement for bid or performance security in the form of a bank guarantee or a guarantee issued by insurance companies licensed by the Central Bank of Kosovo. The value of such security must be between three percent (3%) and five percent (5%) of the contract value, but not less than 500.00 (five hundred) euros. The requirement for bid security shall be mandatory if requested by the KCGF for the open procedure. Depending on the specific procurement subject, the KCGF may also provide for this requirement in other procurement procedures.

2. The KCGF shall retain the bid or performance security in the following cases:
 - 2.1. if a bidder withdraws its bid during the bid validity period;
 - 2.2. if a winning bidder withdraws from signing the contract or fails to provide contract performance security, where such security is required;
 - 2.3. if verified evidence exists that the bidder has submitted to the KCGF false or misleading information;
 - 2.4. if the bidder fails to perform in accordance with the terms of the contract.
3. The KCGF shall return to the bidder the monetary funds or documents deposited as bid security if none of the events allowing their retention occur.

CHAPTER VI

COMPLETION AND CORRECTION OF BIDS AND INVITATION TO BID

Article 22

Requests for Supplementary Documentation and Clarifications

1. The KCGF shall enable or request from bidders' additional information within a specified deadline. This is for the purpose of clarifying unclear statements, certificates included in the bid, or requests for proposals. Once bidders submit responses to the questions raised by the KCGF and provide the requested additional documents, the KCGF shall evaluate their bids.
2. After the opening of requests for proposals, the KCGF may require bidders, within a specified deadline, to submit additional, clarifying, or supplementary information or documentation that is completely missing, appears incomplete, or is incorrect. Such a request shall be made in accordance with the principles of equal treatment and transparency. Such a request shall not result in any preferential treatment, confer a competitive advantage on the respective bidder, or change the conditions of an Invitation to Bid.
3. During the evaluation of bids, the KCGF may request information or documents missing from the bid, without favoring or disadvantaging the respective bidder. Such documents, to be accepted, must have existed before the deadline for submission of bids.
4. The KCGF shall reject a bid if the bidder fails to respond or to complete the documentation within the prescribed deadline, and the current documentation does not meet the required formal criteria and/or mandatory conditions.
5. No change in price or any other material condition or aspect of the bid may be requested, offered, or allowed.

Article 23

Correction of Invitation to Bid Documentation

1. If, prior to the deadline for submission of requests or bids, the KCGF notices any error, inaccuracy, or omission in the text of the Invitation to Bid or request for proposals or accompanying documents, the KCGF shall correct such error and notify all bidders in writing or by publication.
2. In such a case, the KCGF shall extend the deadline for submission of bids. The extension shall be proportionate to the nature of the correction and its impact on the bidders' ability to complete their bids/documents.
3. If, prior to the deadline for submission of requests or bids, bidders identify an error, inaccuracy, or omission in the text of the Invitation to Bid or request for proposals or accompanying documents, and if the KCGF considers the bidders' claims justified, it shall correct or supplement the requirements. Otherwise, it shall reject the bidders' claims and provide justification accordingly.
4. Bidders are not permitted to change the consortium members or the persons presented as members of their team without the consent of the KCGF. This restriction applies from the submission of the bid until the completion of the Procurement Activity or the contract – in case the bidder concludes a contract with the KCGF. In the event of such a change, the KCGF shall have the right to disqualify/eliminate the bidder from the Procurement Activity, or to terminate the contract – depending on the stage at which such change occurs.

CHAPTER VII EVALUATION PROCESS

Article 24 Evaluation Committee

1. The Managing Director shall establish an ad hoc Evaluation Committee by written decision within five (5) days after the closing of the announcement of the Procurement Activity. The Committee shall consist of at least three (3) members, one of whom shall serve as Chairperson. The Managing Director shall appoint the members and designate the Chairperson. If the Managing Director appoints him/herself as a member, he/she shall also serve as Chairperson of the Committee.
2. In Procurement Activities valued above 10,000.00 (ten thousand) euros, one member of the Evaluation Committee may be an independent person, who has no contractual relationship with the KCGF, and who may be compensated for participation in the Committee.
3. In the case of selection of the external or internal auditor, the Evaluation Committee shall consist of members of the Board of Directors, upon the proposal and decision of the Board of Directors, and in accordance with the Financial Management Policy. The Managing Director may not be a member of the Evaluation Committee in such a case.
4. In Procurement Activities valued at 25,000.00 (twenty-five thousand) euros or more, one member of the Board of Directors shall be part of the Evaluation Committee and shall also serve as Chairperson of the Committee.
5. If one of the members of the Evaluation Committee is unable to attend a Committee meeting, he/she shall be replaced by another newly appointed member.
6. The Evaluation Committee shall function from the date of its appointment until the completion of the procurement procedure for which it is established.
7. The Evaluation Committee shall make decisions regarding the evaluation based on its assessments.
8. Minutes shall be drafted during the meetings held by the Evaluation Committee.
9. The Evaluation Committee shall evaluate and compare the bids submitted by the bidders.
10. Bids shall be evaluated and compared in accordance with the procedures and criteria set out in the Invitation to Bid and/or RFP, and the contract shall be awarded to the bidder with the highest ranking.
11. The Evaluation Committee shall be appointed and operate in accordance with the following rules:
 - 11.1. the members of the Evaluation Committee shall sign the confidentiality and conflict of interest declaration, in order to declare on these two matters in the procurement procedure. The declaration is attached as an annex to this Policy;
 - 11.2. the members of the Committee shall maintain the confidentiality of business information;
 - 11.3. the evaluation and comparison of bids shall be completed within fifteen (15) working days from the closing date for submission of bids. In exceptional cases, this period may be extended for an additional ten (10) working days;

- 11.4. the evaluation and comparison process shall begin no later than four (4) working days after the completion of the bid opening process. If the Evaluation Committee requests additional documentation from bidders, the deadline may be extended for an additional five (5) days;
- 11.5. the Evaluation Committee shall function from the date of approval of the decision establishing it until the completion of the procurement procedure. In case one or more members are unable to participate in the Committee meeting, for objective or subjective reasons, they shall be replaced in the same manner as they were appointed;
- 11.6. the KCGF shall have the right to invite, on its own or upon the Committee's initiative, external experts whenever technical or specialized knowledge is required for the procurement subject matter and is not available within the KCGF. Such experts must provide written acceptance to maintain the confidentiality of business information;
- 11.7. upon completion of the procurement procedure, the Evaluation Committee shall prepare, in writing, a report on its work.

Article 25 **Evaluation Phase**

1. The Evaluation Committee shall examine, evaluate, and compare the economic operators and their bids, in all procurement procedures, in three (3) phases as follows:
 - 1.1. First phase – includes formal requirements relating to the economic operator;
 - 1.2. Second phase – includes eligibility and suitability requirements relating to the technical requirements of the bid;
 - 1.3. Third phase – includes selection criteria relating to the financial evaluation of the bid.
2. After selecting the bidders who meet the formal requirements – i.e., after completion of the first phase of evaluation – the Evaluation Committee shall evaluate their bids in accordance with the subsequent Articles of this Chapter.

Article 26 **Selection Criteria**

1. The KCGF shall establish the criteria that bidders must meet and that must be included in their bids, as well as the criteria for selecting the bidder to perform the contract. The criteria shall relate to the bidder's economic, financial, technical, or professional capacity.
2. The KCGF may set minimum capacity levels below which bidders cannot be selected. These minimum levels shall be specified in the Invitation to Bid and the RFP.
3. The KCGF may require bidders to prove that they are authorized to perform the contract in accordance with the requirements set forth in the RFP.
4. Bidders may rely on the capacities of other entities when bidding, regardless of the legal nature of their relationship with such entities. In such cases, the KCGF may require bidders to prove that they will have access to the resources required and necessary for the performance of the contract.

Article 27

Contract Award Criteria

1. In the Invitation to Bid, the KCGF shall specify whether the contract will be awarded to the Responsible Bid with the lowest price or to the Most Economically Advantageous Responsible Bid.
2. For awarding to the most economically advantageous bid, the KCGF shall determine:
 - 2.1. the qualitative criteria under which the bid will be evaluated, criteria related to the subject matter of the contract, and the relevant circumstances of the KCGF;
 - 2.2. the relative weighting assigned to each of the criteria established for determining the most economically advantageous bid.
3. For awarding based on the lowest price, only the price criterion shall apply.

Article 28

Bid Evaluation

1. The Procurement Officer shall open the bids after the submission deadline, in the presence of the Evaluation Committee, and prepare an opening minutes record.
2. The Evaluation Committee shall first evaluate the technical proposals of the bids, followed by the financial proposals.
3. The evaluation of technical proposals before financial proposals shall be carried out in order to avoid influencing the assessment of eligibility and qualifications by the bid prices.
4. Depending on the fulfillment of the Mandatory Criteria, bids shall be classified as Responsible or Irresponsible.
5. The Evaluation Committee shall reject Irresponsible Bids and continue the evaluation process with Responsible Bids.
6. Each member of the Evaluation Committee shall evaluate each technical proposal individually and assign points to the proposal. The final points for each technical proposal, from each member, shall be aggregated.
7. After the actions under the above paragraphs of this Article, the Evaluation Committee shall open the financial proposals of these bids.
8. In cases where the most economically advantageous bid is considered, the total points aggregated under paragraph 6 of this Article shall be divided by the number of Committee members. The KCGF shall determine in the RFP documents the balance between the weighting of technical and financial components. The weighting ratio between technical and financial evaluation shall be specified in the request for proposals, depending on the Procurement Activity and the importance of the purchase.
9. The Procurement Officer shall announce the results of all technical proposals and shall read the prices from the financial proposals immediately after the completion of the evaluations under the above paragraphs of this Article.
10. The Evaluation Committee shall compare the combined technical and financial proposals to determine the highest-ranked bid, to which the contract shall then be awarded.

11. The KCGF shall award the contract to the bidder ranked first in the evaluation.
12. The Procurement Unit shall prepare an evaluation report on the process and the outcome of the bid evaluation on the day of completion of the evaluation.
13. For evaluation of the lowest-price bid, only the price shall be evaluated.

Article 29 **Abnormally Low-Priced Bid**

1. The KCGF may reject a bid that is abnormally low in relation to the goods, works, or services offered.
2. Prior to rejecting bids under paragraph 1 of this Article, the KCGF may request in writing that the respective bidder provide information regarding the constituent elements of the bid that it considers relevant, such as:
 - 2.1. the economics of the production process, the provision of services, or the method of construction;
 - 2.2. the technical solutions chosen or any exceptionally favorable conditions available to the bidder;
 - 2.3. the originality of the bidder;
 - 2.4. compliance with procedures relating to the protection of labor rights and working conditions in force in the country where the work, service, or supply is carried out.
3. The KCGF may verify such constituent elements, taking into account the explanations and evidence provided.

Article 30 **Notification of Decisions on Contract Award or Bid Rejection**

1. The KCGF shall notify, in writing, all bidders regarding the decision on the contract award and/or rejection of bids.
2. Bidders may request justification from the KCGF for the rejection of their bid within five (5) days from the date of receipt of the notification under paragraph 1 of this Article. The Procurement Officer shall provide a written explanation within seven (7) days.
3. The KCGF may withhold certain information if its disclosure would affect the legitimate business interests of other bidders, hinder the implementation of the law, or conflict with public interests.
4. If the bidder to whom the KCGF has decided to award the contract refuses to conclude the contract, the Procurement Activity shall be cancelled.

Article 31 **List of Excluded Bidders**

1. The Managing Director, upon the proposal of the Procurement Officer, may exclude from KCGF procurements, for a period of one (1) to three (3) years:
 - 1.1. bidders who have submitted false documents or information in their bids;

- 1.2. successful bidders who have withdrawn from concluding the contract after negotiation and agreement;
 - 1.3. contractors whose contracts have been terminated due to failure to fulfill contractual obligations.
2. Economic operators included in the exclusion lists of KCGF's donors, of which the KCGF is notified, shall be included in the KCGF's list of excluded bidders.
 3. The Procurement Officer shall administer the exclusion list in accordance with this Policy.

CHAPTER VIII COMPLAINT PROCEDURE

Article 32 Right to Complaint

1. Each bidder shall have the right to submit a complaint against the decision of the KCGF regarding the rejection of its request or bid.
2. The complaint shall be submitted in writing within seven (7) working days from the date of receipt of the notification of rejection of the bid or within seven (7) working days from the date of receipt of the KCGF's response to the bidder who has requested justification for the rejection of its bid.
3. The complaint must include all supporting information and substantiated objections.

Article 33 Complaints Committee and Review of Complaints

1. The KCGF shall suspend the Procurement Activity upon receipt of a complaint and shall forward the complaint to the Complaints Committee.
2. The Managing Director shall establish an ad hoc Complaints Committee by written decision within five (5) days of receipt of the complaints. The Committee shall consist of at least three (3) members, one of whom shall serve as Chairperson. The Managing Director shall appoint the members and designate the Chairperson.
3. In the case of Procurement Activities valued above 25,000.00 (twenty-five thousand) euros, one of the members of the Complaints Committee under the above paragraph shall be appointed from among the members of the Board of Directors and shall also serve as Chairperson of the Committee.
4. The Board of Directors shall establish an ad hoc Complaints Committee by written decision in each case of complaints regarding Procurement Activities led by the Board of Directors, i.e., in which the Evaluation Committee was appointed by the Board of Directors. In such a case, the Committee shall consist of three (3) members of the Board of Directors, one of whom shall serve as Chairperson. Representatives of any of the KCGF's donors may also be selected as members of the Committee.
5. Members of the Evaluation Committee may not be appointed as members of the Complaints Committee.
6. If one of the members of the Complaints Committee is unable to attend the meeting of the Committee, he/she shall be replaced by a newly appointed member.
7. The Complaints Committee shall be functional from the date of its appointment until the completion of the complaint procedure for the procurement activity for which it is established.
8. Upon receipt of a complaint, the KCGF shall suspend the procurement procedure.

9. The Complaints Committee may request information from the Evaluation Committee and from professionals within the KCGF regarding the case for which the complaint has been submitted.
10. Complaints shall be submitted through the Procurement Officer, who, upon receipt of the complaint, shall forward to the Complaints Committee all relevant documents of the case, including justification concerning the grounds of the complaint, and shall notify the Managing Director of the receipt of the complaint.
11. The Complaints Committee shall review the complaints and issue a written decision within fifteen (15) days from the date of receipt of the complaints.
12. The Complaints Committee shall deliver the decision to the bidder within twenty (20) days after the decision-making.
13. If the Complaints Committee finds the complaint unfounded, it shall reject it. If the Complaints Committee finds the complaint well-founded, it shall take one of the following measures: return the procedure for re-evaluation or cancel the procedure.

Article 34 Signing of Contracts

The Managing Director shall sign all contracts arising from Procurement Activities.

Article 35 Cancellation of Procurement Procedures

1. The KCGF may cancel a procurement procedure at any time prior to the signing of the contract, without granting bidders the right to claim any compensation.
 - 1.1. The KCGF may cancel a Procurement Activity in the following cases:
 - 1.2. in case of lack of competition – when only one bidder participates, or when two (2) or more bidders participate but fewer than two (2) Responsible Bids are received;
 - 1.3. if none of the quotations or bids received meet the requirements and technical specifications;
 - 1.4. if all quotations or bids received exceed the allocated budget;
 - 1.5. if institutional requirements change.
2. If the KCGF cancels a Procurement Activity but intends to continue with a procurement activity of the same subject matter, the KCGF shall initiate a new procedure, with a new number, but identifying it as a “Re-Bid.”
3. In the event of cancellation of a Procurement Activity, the KCGF shall notify all bidders of the cancellation, without being obliged to provide the reasons for the cancellation.
4. In the event of cancellation, the KCGF shall notify bidders of the possibility of retrieving their envelopes. The return shall be recorded in the protocol or supported by evidence of return.

CHAPTER IX CONTRACT EXECUTION AND MANAGEMEN

Article 36 Contract Performance Security

1. The KCGF may require the Economic Operator to whom the contract has been awarded to deposit a performance security (bank guarantee) as a precondition for the signing and entry into force of such contract.
2. The amount of the contract performance security shall be at least ten (10) percent of the contract value.
3. If no event occurs that would cause the forfeiture of the contract performance security, the KCGF, upon the request of the bidder, shall return the funds or documents deposited as performance security, in accordance with the conditions of the respective bid.
4. The KCGF may also apply other contractual security conditions, in addition to the contract performance security.

Article 37 Duration and Extensions of the Contractual Relationship

1. As a rule, the contract period shall not exceed two (2) years.
2. The contract may be extended for an additional period, which shall not exceed the duration of the initial contract.
3. Exceptions to this Article include contracts for the exclusion list under Article 4 of this Policy and contracts for internal and external audit, which may be valid for up to three (3) years.

Article 38 Contract Management

1. A contract manager shall be proposed by the requesting unit and appointed by the Managing Director. Depending on the complexity of the contract, more than one manager may be appointed.
2. Depending on the type and complexity of the contract, a contract supervisor may also be appointed, who may be an external expert or consultant (firm or individual).
3. The duties and functions of the contract manager are to:
 - 3.1. Manage the obligations and tasks specified in the contract and ensure that the contractor performs the contract in accordance with its terms and conditions;
 - 3.2. Ensure that the contractor fulfills all performance or delivery obligations in line with the contract terms and conditions;
 - 3.3. Ensure that the contractor delivers all required documentation in accordance with the contract terms and conditions;
 - 3.4. Ensure that the KCGF fulfills all payments and other obligations in line with the contract terms and conditions;

- 3.5. Ensure adequate control of costs, quality, and time in accordance with the contract terms;
- 3.6. Ensure that all obligations are completed before the closure of the contract file;
- 3.7. Ensure that all contract records are maintained and archived as required;
- 3.8. Ensure and provide full details to the Managing Director and the Procurement Officer regarding any requested contract amendment;
- 3.9. Provide full details to the Managing Director and the Procurement Officer regarding any proposed termination of the contract;
- 3.10. Report periodically to the Managing Director on progress, challenges, and the level of project implementation;
- 3.11. Immediately notify the Procurement Officer and the Managing Director if the contract is not being implemented or if there are weaknesses in the implementation process;
- 3.12. Manage the acceptance procedure for supplies, works, and/or services; and
- 3.13. Prepare and submit reports on the progress or completion of a contract, as may be required by the Procurement Officer or the Managing Director.

Article 39 **Additional Supplies, Services, or Works**

1. The KCGF may request additional supplies, services, or works from the Economic Operator to whom the contract has been awarded, provided that:
 - 1.1. this has been foreseen as an option in the Invitation to Bid; and
 - 1.2. such matters have been taken into account when calculating the contract value.
2. The KCGF may request additional supplies, services, or works from the Economic Operator to whom the contract has been awarded, which become necessary for the fulfillment of the contract's purpose as a result of unforeseen circumstances, provided that:
 - 2.1. the additional supplies, services, or works cannot be technically or economically separated from the contract without serious difficulty; or
 - 2.2. the additional supplies, services, or works, although separable from the contract, are necessary for its fulfillment, and their value does not exceed fifteen percent (15%) of the contract amount.

CHAPTER X FINAL PROVISIONS

Article 40 Form of Communication

1. In the Invitation to Bid, the KCGF shall specify the means of communication and the contact persons from the KCGF who shall be used for communication during the procurement procedure.
2. Bidders may submit written questions to the KCGF regarding the Invitation to Bid, required documents, Contract Notice, or other issues related to the procurement procedure. The KCGF shall respond to the questions it receives. The KCGF shall communicate the responses to all bidders, anonymously. The deadlines for such matters shall be specified in the Invitation to Bid.
3. The KCGF shall handle and retain the information received from bidders in accordance with the principle of confidentiality.

Article 41 Confidentiality in the Processing of Documents

1. After the opening of the bids, information regarding the review, clarification, and evaluation of bids, as well as recommendations for the selection of the winning bid, shall remain confidential and shall be disclosed only to persons engaged in this process.
2. After the opening of the bids and until the announcement of the winning bid, no bidder shall make any unjustified communication with the KCGF or attempt, in any way, to influence the review and evaluation of bids.

Article 42 Amendments

The Board of Directors shall review this Policy at least once (1) a year and whenever it deems necessary.

Article 43 Annexes

1. This Policy consists of the following annexes:
 - 1.1. Annex I – Invitation to Bid;
 - 1.2. Annex II – Request for Proposal Form for Services;
 - 1.3. Annex III – Request for Proposal Form for Goods;
 - 1.4. Annex IV – Procurement Notice Form for EUR 1,001 to EUR 10,000;
 - 1.5. Annex V – Evaluation Table Form;
 - 1.6. Annex VI – Confidentiality and Conflict of Interest Declaration Form.

Article 44

Repealing Provision

Upon the entry into force of this Policy, the Procurement Policy dated 22.09.2023, including its amendments and supplements, shall be repealed.

Article 45

Transitional Provisions

1. All procurement activities initiated prior to the entry into force of this Policy shall be processed in accordance with the procurement policy in force at the time of their initiation.
2. All decisions and other documents approved by the Board of Directors or the Managing Director based on the previous procurement policy shall remain in force until they are repealed or replaced by other decisions or documents based on this Policy.

Article 46

Entry into Force

This Policy shall enter into force fifteen (15) days after its approval by the Board of Directors.

29.12.2025
Chairperson of the Board of Directors
Agan Azemi

ANNEX I INVITATION TO BID

Call for Bids for _____

The Kosovo Credit Guarantee Fund (KCGF) intends to procure _____ . The KCGF has prepared a Request for Proposal (RFP) for the required services/goods and invites all qualified bidders to respond to the RFP.

The bidder must clearly demonstrate that it meets the following mandatory criteria:

- _____
- _____
- _____
- _____

Failure by the bidder to meet the above criteria shall result in exclusion from further consideration during the evaluation process.

Interested bidders who meet the criteria are invited to submit their bids and all relevant documentation for the implementation of the assignment/supply of goods in accordance with the instructions set out in the RFP.

The KCGF shall not be responsible for any costs associated with the preparation or submission of bids.

Deadlines are as follows:

- Deadline to request the RFP: **xx xx 20xx at 15:00**
- Deadline to submit questions: **xx xx 20xx at 15:00**
- Deadline for submission of proposals: **xx xx 20xx at 15:00**

The RFP can only be requested by sending an email to procurement@fondikgk.org. The email request must include:

- Company name registered official address, telephone number, email address and website.
- Name of the designated contact person/liaison for the RFP in the company, title, email address and telephone number.
- Email address to which the RFP should be sent if different from that of the contact person/liaison.

ANNEX II REQUEST FOR PROPOSAL FOR SERVICES

Procurement Number	FKGK X/20XX
Publication Date	XX.XX.20XX
Deadline to Request the RFP	XX.XX.20XX at 15:00
Deadline for Submission of Questions	XX.XX.20XX at 15:00
Information Session / Q&A (if applicable)	XX.XX.20XX at 10:00
Deadline for Preliminary Submission (if applicable)	XX.XX.20XX (e-mail)
Closing Date	XX.XX.20XX at 15:00
Subject of the Contract	
Engagement Period	Longterm/ Short term ()
Contracting Authority	Kosovo Credit Guarantee Fund (KCGF)
Type of Notice	Request for Proposals
Address	Str. Njazi Alishani no. 5, 10000 Prishtine, Republic of Kosovo
Email	procurement@fondikgk.org
Telephone	+383 (0) 38 225 600

I. GENERAL INFORMATION

All questions related to the content of this Request for Proposals, in relation to this Procurement Activity, must be submitted to the email address and within the deadline specified above. After the deadline expires, a document containing all anonymized questions together with KCGF's responses will be sent to all proposers at the email addresses they provided when requesting the RFP. Questions submitted by phone will not be accepted and will not be answered.

No information in this Request for Proposals constitutes a formal offer to enter into a contract for the provision of services, and the publication of this Request for Proposals does not oblige KCGF to proceed with the selection of any proposer.

KCGF reserves the right to reject any or all proposals if they are considered technically or financially non-responsive to this Request for Proposals.

KCGF is not and will not be responsible for any costs related to the preparation or submission of proposals, any possible direct presentations, the negotiation process, or other activities related to the selection process.

II. PURPOSE OF THE REQUEST FOR PROPOSALS

The purpose of this Request for Proposals is to invite professional companies to submit proposals to provide the required services. The successful bidder will be invited to negotiate a contract for the stated services with KCGF. The contract term will be for a period of _____, commencing on _____.

III. MANDATORY CRITERIA

The proposer must clearly demonstrate that it meets the mandatory criteria listed below; otherwise, it will be excluded from further consideration during the evaluation process:

- _____
- _____
- _____
- _____

IV. REQUIRED SERVICES

V. CONTENT OF THE PROPOSAL

The proposal may be submitted in Albanian, Serbian, or English and must consist of two (2) parts: the Technical Part and the Financial Part. Both the Technical and Financial Parts must be signed by an authorized representative of the company and placed in separate envelopes clearly marked as either the Technical Part or the Financial Part.

Both envelopes must contain the following information:

Submission Address:	<i>Kosovo Credit Guarantee Fund Rr. Njazi Alishani No. 5 Pristina, Kosovo, 10000</i>
Procurement Title:	_____
Procurement Number:	<i>[FKGK X/20XX]</i>

The proposal must be submitted in hard copy to the address and within the deadline specified on page 1 of this Request for Proposals.

VI. TECHNICAL PART

The purpose of the technical proposal is to demonstrate the qualifications, competencies, and capacity of the companies that will carry out the services, in relation to two aspects: (1) the capability of the company and its team, and (2) the proposed strategy.

1. Capability of the company and its team

The company must demonstrate:

- The location and overall size of the company, experience, and current capacities of its partners, managers, and staff relevant to this assignment;
- The availability of company resources to ensure that services will be delivered within the deadlines;
- The company's quality control/peer review programs;
- The proposed team for this Procurement Activity, who must have the relevant experience and skills;
- It is preferred that the responsible staff (manager) has at least _____ (X) years of work experience and appropriate qualifications;
- Bidders are not allowed to change the individuals or legal entities with whom they are in consortium (if applicable) or the persons they presented as members of their team, without KCGF's consent.

2. Proposed strategy

The proposal must set out a work plan, including an explanation of the methodology to be followed to perform the required services under this Request for Proposals.

VII. FINANCIAL PART

The cost proposal must be quoted exclusive of VAT (Value Added Tax) and must not include any taxes, VAT, duties, consular fees, or other charges.

The cost proposal must cover all requirements specified in this RFP.

Evaluation Method

Submitted proposals will be reviewed and evaluated by a committee composed of KCGF representatives. Proposals will be evaluated using the following criteria:

PROPOSED EVALUATION METHOD	
Summary Criteria	Maximum Points
a) Capability of the company and its team	XX
b) Proposed methodology of the company	XX
c) Proposed cost	XX
GJITHSEJ	100

The contract award will be based on the principle of “most economically advantageous.” If KCGF determines that a proposal is technically superior but more expensive, the higher-priced proposal may be awarded the contract if it represents the best overall value, taking into account the balance between price and technical offer.

KCGF will not select a proposer for contract award on the basis of a technically superior proposal without considering the cost. The cost will be evaluated based on a proportional distribution scoring matrix, awarding maximum points to the lowest cost, except when the price offered is, in KCGF’s assessment, abnormally low for the required service. In such cases, KCGF will request additional information from the respective proposer.

After evaluating all proposals, KCGF may establish a competitive range of the highest-rated proposals for further negotiations. Proposers included in the competitive range will be invited in writing to submit revised cost/technical proposals based on KCGF’s comments.

ANNEX III REQUEST FOR PROPOSALS FOR GOODS

Procurement Number	FKGK X/20XX
Publication Date	XX.XX.20XX
Deadline to Request the RFP	XX.XX.20XX at 15:00
Deadline for Submission of Questions	XX.XX.20XX at 15:00
Information Session / Q&A (if applicable)	XX.XX.20XX at 10:00
Deadline for Preliminary Submission (if applicable)	XX.XX.20XX (e-mail)
Closing Date	XX.XX.20XX at 15:00
Subject of the Contract	
Engagement Period	Longterm/ Short term ()
Contracting Authority	Kosovo Credit Guarantee Fund (KCGF)
Type of Notice	Request for Proposals
Address	Str. Njazi Alishani no. 5, 10000 Prishtine, Republic of Kosovo
Email	procurement@fondikgk.org
Telephone	+383 (0) 38 225 600

I. GENERAL INFORMATION

All questions related to the content of this Request for Proposals, in relation to this Procurement Activity, must be submitted to the email address and within the deadline specified above. After the deadline expires, a document containing all anonymized questions together with KCGF's responses will be sent to all proposers at the email addresses they provided when requesting the RFP. Questions submitted by phone will not be accepted and will not be answered.

No information in this Request for Proposals constitutes a formal offer to enter into a contract for the provision of services, and the publication of this Request for Proposals does not oblige KCGF to proceed with the selection of any proposer.

KCGF reserves the right to reject any or all proposals if they are considered technically or financially non-responsive to this Request for Proposals.

KCGF is not and will not be responsible for any costs related to the preparation or submission of proposals, any possible direct presentations, the negotiation process, or other activities related to the selection process.

II. PURPOSE OF THE REQUEST FOR PROPOSALS

The purpose of this Request for Proposals is to invite professional companies to submit proposals to provide the required services.

The successful bidder will be invited to negotiate a contract for the stated services with KCGF. The contract term will be for a period of _____, commencing on _____.

III. MANDATORY CRITERIA

The proposer must clearly demonstrate that it meets the mandatory criteria listed below; otherwise, it will be excluded from further consideration during the evaluation process:

- _____
- _____
- _____
- _____

IV. REQUIRED GOODS

V. CONTENT OF THE PROPOSAL

The proposal may be submitted in Albanian, Serbian, or English and must consist of two (2) parts: the Technical Part and the Financial Part. Both the Technical and Financial Parts must be signed by an authorized representative of the company and placed in separate envelopes clearly marked as either the Technical Part or the Financial Part.

Both envelopes must contain the following information:

Submission Address:	<i>Kosovo Credit Guarantee Fund Rr. Njazi Alishani No. 5 Pristina, Kosovo, 10000</i>
Procurement Title:	_____
Procurement Number:	<i>[FKGK X/20XX]</i>

The proposal must be submitted in hard copy to the address and within the deadline specified on page 1 of this Request for Proposals.

VI. TECHNICAL PART

The purpose of the technical proposal is to demonstrate and provide evidence of the company's representations and licenses, as well as its rights, competencies, and capacity to supply the goods.

Evaluation Method

The submitted proposals will be reviewed and evaluated by a committee composed of KCGF representatives. The proposals will first be evaluated to ensure that the company holds the required licenses or the right to supply the requested goods. The contract award will be based on the principle of *'lowest price'*.

ANNEX IV
NOTIFICATION FOR PROCUREMENTS FROM €1,001 TO €10,000
INVITATION FOR QUOTATION

Procurement Number:	FKGK X/20XX
Publication Date:	XX.XX.20XX
Closing Date:	XX.XX.20XX at 15:00
Subject of the Contract:	
Contracting Authority:	Kosovo Credit Guarantee Fund (KCGF)
Type of Notice:	Request for Proposals
Address:	Rr. Njazi Alishani no. 5, 10000 Pristina, Republic of Kosovo
Email:	procurement@fondikgk.org
Telephone:	+383(0)38 225 600

1. SUMMARY

The Kosovo Credit Guarantee Fund (KCGF) invites quotations for

_____.

All interested companies are required to submit their quotations in accordance with the requirements specified below:

2. GENERAL REQUIREMENTS

Quotations must include the following information:

- Date, number, and validity of the quotation (minimum validity of 60 days);
- Quotations must be submitted in Euro, excluding VAT;
- Quotations must include the Business Registration Certificate number (copy);
- Quotations must include the VAT Certificate (copy).

3. QUOTATION CONDITIONS

- Quotation documents must be submitted via email to: prokurimi@fondikgk.org;
- The deadline for submission of quotations is XX.XX.20XX;
- Quotations that do not comply with the requirements specified in this document may be disqualified from the procurement process;
- Selection criteria will be based on procurement procedures.

4. TECHNICAL REQUIREMENTS

- _____

ANNEX V
EVALUATION TABLE MODEL

MANDATORY CRITERIA

Date:

Proposals submitted in the specified location within the submission deadline XX-XX-XXXX.

MANDATORY CRITERIA						
	√ / na					

TECHNICAL EVALUATION

Date: _____

	Maximum Points				Total	Average
--	----------------	--	--	--	-------	---------

Company and team capability						
Proposed strategy						
Total	0	0	0	0	0	0.00

Company and team capability						
Proposed strategy						
Total	0	0	0	0	0	0.00

FINANCIAL OFFER EVALUATION

Date: _____

			Weight		
Total			100%		
Total Points					

* Maximal points xx points = 100%

ANNEX VI
CONFIDENTIALITY AND CONFLICT OF INTEREST DECLARATION

Procurement ID:	FKGK x/xxxx
Publishing date:	xx.xx.xxxx
Closing Date:	XX.XX.20XX at 15:00
Closing date:	xx.xx.xxxx at 15:00
Subject of contract:	
Engagement Period:	Long/Short term (x-x m/y)
Contracting Authority:	Kosovo Credit Guarantee Fund (KCGF)
Notification type:	Request for Proposal

I accept to be part of the Evaluation Commission in this Procurement Activity and to carry out my responsibilities with integrity and correctness.

I confirm that I have taken the necessary steps to familiarize myself with the information available thus far, related to this Procurement Activity.

I confirm that with none of the Economic Operators participating in this Procurement Activity:

- I have no connection;
- neither I, my spouse, nor any organization in which I serve as an officer, director, trustee, general partner, or employee, nor any person or organization with whom I am negotiating or have an arrangement concerning prospective employment, have any financial or other external interest that could be affected by any decision I make in relation to this Procurement Activity.

I acknowledge that I am responsible for disclosing any financial or other external interest, as described above, that may be affected by any action I may take in and/or for this Procurement Activity, as well as for disclosing any financial or other external interest that I or any of the persons mentioned above may have in any organization competing for the award of a contract in this Procurement Activity.

I agree that any confidential information or document, known to me, disclosed by me, or prepared by me, during or as a result of this Procurement Activity:

- I will keep it in trust and confidentiality;
- I will not disclose it to any third party;
- I will use it solely for the purpose of evaluating this Procurement Activity;
- I will not retain any copy or prototype provided or created by me in relation to such information or document.

Name and Signature

Date
