



Republika e Kosovës
Republika Kosova – Republic of Kosovo
ORGANI SHQYRTUES I PROKURIMIT
TELO ZA RAZMATRANJE NABAVKE
PROCUREMENT REVIEW BODY

Psh. No.0036, 0041,0042,0046,0049,0052/26

The Review Panel, appointed by the Acting President of the PRB, pursuant to Article 105, 106, and 117 of the Law on Public Procurement of the Republic of Kosova (Law No. 04/L-042, supplemented and amended by Law 04/L-237, Law 05/L-068, supplemented and amended by Law 05/L-092) composed of Kimete Gashi Brajshori -President, Isa Hasani Member and Vedat Poterqoi Member, deciding on the complaint of EO “Sallahu” SH.P.K for Lot 11 Lot 2 and Lot 15, the complaint of EO “Tali SH.P.K.” for Lot 11, the complaint of EO “Joos & Krasniqi - Baze Sh.P.K.” for LOT 3 and 4, the complaint of EO “Lika Company SH.P.K.” for Lot 9, the complaint of EO “Jaha Solar” for Lot 12, the complaint of EO “Damastion Project SH.P.K.” for Lot 13, as well as the complaint of EO “Eurotrans” Sh.P.K for Lot 1, 2 and 12 against Notice B58 for award of contract regarding the procurement activity: “Summer and winter maintenance of National and Regional Roads of Kosovo for the next 3 years” with procurement no.: "205-25-4397-2-1-1", initiated by the Contracting Authority (CA) - Ministry of Infrastructure, on the 19.03.2026 has issued this:

DECISION

1. Approved, as partly grounded the complaint of the EO Sallahu” SH.P.K for Lot 2 and 15 with protocol number 2026/0036 dated 18.01.2026, complaint of EO “Tali” SH.P.K for Lot 11 and Lot 13 with protocol number 2026/0041 dated 19.01.2026, complaint of EO “Joos & Krasniqi - Baze Sh.P.K.” for LOT 4 with protocol number 2026/0042 dated 19.01.2026, complaint of EO “Jaha Solar” for Lot 12, with protocol number 2026/0046 dated 21.01.2026, complaint of EO “Damastion Project SH.P.K.” for Lot 13, with protocol number 2026/0049 dated 22.01.2026, the complaint of EO “Eurotrans Sh.P.K” for Lot 12, with protocol number 2026/0052 dated 22.01.2026.
2. Remains in force, Notice on the decision of the CA - Ministry of Infrastructure for the procurement activity entitled: “Summer and winter maintenance of National and Regional Roads of Kosovo for the next 3 years” with procurement no. 205-25-4397-2-1-1, for these LOTs: Lot 2 Ferizaj-2, Lot 4 Gjakova-2, Lot 12 Prishtina-2, Lot 13 Prishtina-3 and Lot 15 Prizren -2

3. The complaint of EO "Sallahu" SH.P.K. for Lot 11 with protocol number 2026/0036 dated 18.01.2026, as well as the complaint of EO "Lika Company SH.P.K." for Lot 9, with protocol number 2026/0044 dated 21.01.2026, for the procurement activity: "Summer and winter maintenance of National and Regional Roads of Kosovo for the next 3 years" with procurement no.: "205-25-4397-2-1-1" are approved as grounded.

4. The notification on the decision of the CA Ministry of Infrastructure for the procurement activity entitled: "Summer and winter maintenance of National and Regional Roads of Kosovo for the next 3 years" with procurement no. 205-25-4397-2-1-1 is cancelled, and the procurement activity is returned for re-evaluation for Lot 9 Peja-1 and Lot 11 Prishtina-1.

5. The funds deposited in the name of the tariff fee for filing the complaint are returned to the account of the complaining economic operator. Within a period of sixty (60) days, it must make a request for the return of the complaint security, otherwise the deposit will be confiscated, and these funds will be transferred to the Budget of the Republic of Kosova.

REASONING

-Procedural facts and circumstances -

On the 24.11.2025, the Ministry of Infrastructure in the capacity of the Contracting Authority has published Form B 54 for correction of errors according to the Contract Notice B05 regarding the procurement activity entitled: "Summer and winter maintenance of National and Regional Roads of Kosovo for the next 3 years" with procurement no.: "205-25-4397-2-1-1".

The contracting authority has implemented an open procedure, type of contract: services, estimated contract value: 35,500,000.00 euros.

On the 29.12.2025, the CA has published the Notice on Decision B58 for contract award, where the following are recommended for contract award:

1. Group of Economic Operators EL-BAU SH.P.K.; EING COM SH.P.K. - LOT 5, Gjilan - 1 in the amount of: 179.16 €.
2. BAGERI SH.P.K. 81223727 - LOT 13, Prishtina - 3 in the amount of: 118.33 €.
3. Lika Trade" Sh.p.k. 600026555 - LOT 3, Gjakova -1 in the amount of: 641.16 €.
4. Group of Economic Operators Famis CO - HC SH.A.; NexBuild Co L.L.C - LOT 14, Prizren - 1 in the amount of: 185.40 €.
5. Granit SH.P.K. 810292847- LOT 10, Peja-2 in the amount of: €255.44.
6. Group of Economic Operators Dio Bes SH.P.K.; EUROKOS HOLDING SH.P.K.; Zahiri SH.P.K.; VAG GROUP SH.P.K. -LOT6, Gjilan - 2 in the amount of: €292.23.

7. Group of Economic Operators B FAMIS SH.P.K.; Companya Eskavatori Sh.p.k. m - LOT 15, Prizren - 2 in the amount of: €376.02.
8. Group of Economic Operators ILEAA - GR SH.P.K.; VARNA SH.P.K - LOT 12, Prishtina - 2 in the amount of: €171.93.
9. Damastion Project SH.P.K. 810499956 - LOT 2, Ferizaj - 2 in the amount of €264.03.
10. Group of Economic Operators RSM Company SH.P.K.; REJ SHPK - LOT 4, Gjakova - 2 in the amount of: €473.06.
11. Group of Economic Operators: "INTEGRAL" Sh.p.k.; MILENIUM KONSTRUCTION SH.P.K - LOT 11, Prishtina -1 in the value of: €386.65.
12. Arbotec SH.P.K. 810533879 - LOT 7, Mitrovica - 1 in the value of: €178.21.
13. Group of Economic Operators NNT ABC SH.P.K.; B CORP SH.P.K - LOT 8 Mitrovica - 1 in the value of: €130.87.
14. Group of Economic Operators 2A Group SH.P.K.; VIA EGNATIA SH.P.K. - LOT 9, Peja - 1 in the value of: €314.13.
15. Group of Economic Operators VIA; EUROTITAN SH.P.K.; A.L-ASFALT shpk LOT 1, Ferizaj - 1 in the amount of: 250 €

On the 03.01.2026, EO "Sallahu" SH.P.K has submitted a request for review. On 05.01.2026, EO "Tali SH.P.K." has submitted a request for review. On 05.01.2026, EO "Joos & Krasniqi - Baze Sh.P.K." has submitted a request for review. On 05.01.2026 EO "Lika Company SH.P.K." has submitted a request for review. On 05.01.2026, EO "Jaha Solar" has submitted a request for review. On 05.01.2026, EO "Damastion Project SH.P.K." has submitted a request for review. On 04.01.2026, EO "Eurotrans Sh.P.K" submitted a request for reconsideration.

The Contracting Authority on 12.01.2026 has rejected all requests for review of the complaining EOs to the CA, leaving in force the decision for contract award.

Unsatisfied with the decision of the CA, the complaining EO "Sallahu" SH.P.K Lot 11, Lot 2 and Lot 15 with protocol number 2026/0036 of 18.01.2026, the complaining EO "Tali" SH.P.K for Lot 11 and Lot 13 with protocol number 2026/0041 of 19.01.2026, the complaining EO "Joos & Krasniqi – Baze Sh.P.K." for LOT 3 and 4 with protocol number 2026/0042 dated 19.01.2026, complaining EO "Lika Company SH.P.K." for Lot 9, with protocol number 2026/0044 dated 21.01.2026, complaining EO "Jaha Solar" for Lot 12, with protocol number 2026/0046 dated 21.01.2026, complaining EO "Damastion Project SH.P.K." for Lot 13, with protocol number 2026/0049 dated 22.01.2026, as well as complaining EO "Eurotrans Sh.P.K" for Lot 1, 2 and 12, with protocol number 2026/0052 dated 22.01.2026.

-On the preliminary review phase -

The Procurement Review Body has found that the complaint contains all the elements specified in Article 111 of the LPP and as such has been submitted within the legal deadline in accordance with Article 109 paragraph 1 of the LPP after the preliminary procedure for dispute resolution in the sense of Article 108/A of the LPP, by the economic operator that is an interested party according to Article 4 paragraph 1 subparagraph 26 of the LPP. In this way, the Procurement Review Body has found that it is competent to review this complaint according to Article 105 of the LPP and there is no procedural obstacle to continue with the review of the complaint on its merits.

Taking into account the fact that both complaints are related to the same procurement activity, respectively to the notification of the same decision of the Contracting Authority regarding this procurement activity, it has been decided that complaints no. 2026/0036, 2026/0041, 2026/0042, 2026/0044, 2026/0046, 2026/0049 and 2026/0052 shall be joined and treated as a unified case within the meaning of Article 16 paragraph 1 of Regulation no. 01/2020 on the Work of the Procurement Review Body.

Complaining claims of the complaining Economic Operators in the PRB

The claims of the complaining economic operator “Sallahu” SH.P.K Lot 11 Lot 2 and Lot 15 with protocol number 2026/0036 dated 18.01.2026 are presented as follows:

On the 26.11.2025, the Group of Economic Operators “SALLAHU SHPK & Ndretë B.I.” have bid in the procurement activity “Summer and winter maintenance of national and regional roads of Kosovo for the next 3 years”, with no. of procurement 205-25-4397-2-1-1, in accordance with all requirements set by the Contracting Authority in the Tender Dossier (DT) and the Tender Dossier Forms (FDT). Based on the full fulfillment of the criteria and technical requirements set out in the Tender Dossier, we had legitimate expectations that we would be awarded a contract for one of the lots, as a responsible economic operator. However, on 29.12.2025 we received the Standard Letter for the Unsuccessful Tenderer and the Notice on the Decision of the Contracting Authority, by which irresponsible economic operators were recommended for the contract, as follows: For LOT 11 - Prishtina 1 - EO Integral Shpk & Milenium Construction Shpk For LOT 2 - Ferizaj 2 - EO Damastion Project Shpk For LOT 15 - Prizren 2 - EO B Famis Shpk & Company Eskavatori Shpk After reviewing the documentation provided by the recommended economic operators, it results that the same are irresponsible, while the Evaluation Commission, with its recommendation, has directly damaged our legal interest. Therefore, in the capacity of an interested party, within the meaning of Article 1.26 of Law No. 04/L-042 on Public Procurement of the Republic of Kosovo (LPP), as amended and supplemented, as a legal entity that demonstrates a material interest in the outcome of the procurement activity and that risks being directly harmed by the alleged violations, we have submitted a Request for Reconsideration, requesting the Contracting Authority to: approve the request as well-founded, annul the decision to recommend for a contract, and return the case for re-evaluation for Lot 11, Lot 2 and Lot 15, in order to, as a responsible economic operator, be recommended for a contract for one of the respective lots. The Contracting Authority, on 12.01.2026, issued a Decision on the rejection as unfounded of the Request for Reconsideration, rejecting our claims without providing precise justification based on legal provisions, as required by the LPP. After exhausting the preliminary

procedure for resolving disputes, within the meaning of Article 108/A paragraph 7, in conjunction with Article 109 of the LPP, and for all claims rejected by the Contracting Authority, Sallahu Shpk addresses the Procurement Review Body (PRB) with this Appeal, requesting a meritorious decision regarding our claims, and that, after reviewing the appeal, the Decision of the Contracting Authority be annulled, and the case be returned for reassessment for LOT 11 - Prishtina 1, LOT 2 - Ferizaj 2 and LOT 15 - Prizren 2. Claim no. 1: For LOT 11 - Prishtina 1 - EO Integral Shpk & Milenium Construction Shpk The economic operator Integral Shpk & Milenium Construction Shpk, recommended for contract for Lot 11 - Prishtina 1, is irresponsible and should be eliminated from the procurement activity for the following reasons. Based on the Tender Dossier, in the Technical Specifications - Preliminary Calculation 4 (Interventions and custody), for Position 4.1.2 - 24-hour custody time for a truck equipped with snowplows and salt spreaders, it is expressly determined that: The maximum price offered for this position cannot be greater than 15% of the value of Preliminary Invoice 4. The estimated value of Preliminary Invoice 4 for Lot Prishtina 1, for the 3-year period, is €1,020,000.00. Consequently, 15% of this value is €153,000.00, which represents the maximum limit allowed for this position. According to the Tender Dossier: The number of days of custody per year is 135 days; The contract is foreseen for 3 years; The number of maintenance trucks for Prishtina 1 is 8. Based on this data, the total number of units for this position is: 8 trucks x 135 days x 3 years = 3,240 units. Consequently, the maximum allowed price per unit (day/truck) is: $153,000.00 \text{ €} \div 3,240 = 47.22 \text{ €}$. The economic operator recommended for the contract has bid 100.00 € per unit, which is significantly above the maximum allowed limit of 47.22 €, directly exceeding the 15% limit set in the Tender Dossier. Consequently, the EO has bid €324,000.00 for this position, which represents 31.76% of the value of the Preliminary Invoice 4, significantly exceeding the maximum allowed limit of €153,000.00. The Contracting Authority, in response to the request for reconsideration, has claimed that the 15% limitation on the price for the custody unit is only a monitoring mechanism during the implementation of the contract, and that this limitation has not been set out as an admissibility or elimination criterion in the Tender Dossier forms. This claim of the Contracting Authority is completely unfounded and in direct contradiction with the Tender Dossier, since the 15% limitation is clearly and bindingly defined within the Technical Specifications, and constitutes an inseparable condition of the bid. Consequently, any bid that exceeds this limit and does not comply with this specification should be considered a bid irresponsible. Furthermore, on page 81 of the Tender Dossier it is expressly stated that the bid price for the maintenance unit for a truck equipped with snowplows and salt spreaders cannot be greater than 15% of the value of Preliminary Invoice 4, which clearly refers to the bidding phase and not the monitoring of the contract.

Failure to comply with these requirements constitutes a violation leading to the elimination of the bid, as defined in the Tender Dossier itself:

3. Mandatory technical specifications
- 3.1 The services must be in full compliance with the technical specifications set out in this Tender Dossier, in accordance in all respects with the drawings, quantities, models, samples, measurements and other instructions.
- 3.2 Any specification that is not in compliance with the technical specifications will disqualify the tender.

Also, according to Article 27 of the Tender Dossier - Examination of tenders, a tender shall be considered responsive only when: it is in administrative compliance with the formal requirements; it is in technical compliance with the description and

specifications of the Tender Dossier; has been submitted by an economic operator that meets the selection criteria. Since the offer of the recommended economic operator has exceeded this limitation by offering €100 per unit, out of the maximum allowed limit of €47.22, this offer is not in compliance with the technical specifications and, consequently, should be eliminated from the procurement procedure.

Claim No. 2: The Economic Operator (EO) recommended for the contract does not meet the requirement set out in the Tender Dossier regarding professional experience, namely the minimum value of contracts implemented/completed in the field of summer and winter maintenance of roads, for the last three (3) year period, in a value of not less than €1,000,000.00. The EO has submitted a list of contracts, in which it has presented a contract for summer and winter maintenance of national roads, signed on 22.12.2022, as a three (3) year (36 month) framework contract, concluded with the Ministry of Infrastructure. However, from the submitted documentation it appears that: the request for issuing the reference was made on 26.05.2025; while the date of issue of the reference 07.05.2025 presents a logical and legal paradox, as the reference cannot be issued before it is requested, which raises serious doubts about the validity and reliability of this reference; moreover, the contract in question has not yet been completed, since at the time of the submission of the reference there are still 7 months left until its completion. Consequently, this contract cannot be considered a completed or completed contract, as expressly required by the Tender Dossier and the legislation in force, namely Article 69, paragraph 6.2 of the Public Procurement Law (PPL). For this reason, this contract cannot be taken into consideration for fulfilling the professional experience criterion and, consequently, the EO is to be declared non-responsible. The Contracting Authority, in response to the request for review, claimed that the recommended EO meets the professional experience criterion, based on reference no. 705 dated 07.05.2025. However, for the reasons mentioned above, this reference is considered invalid and does not meet the requirements of the Tender Dossier and Tender Dossier Forms (TD and TDS).

Claim no. 3: For LOT 2 - Ferizaj 2 - EO Damastion Project ShpkThe Economic Operator Damastion Project Shpk, recommended for contract for Lot 2 - Ferizaj 2, is irresponsible and, consequently, we request that it be eliminated from the procurement activity for the following reasons. Based on the Tender Dossier, in the Technical Specifications - Preliminary Estimate 4 (Interventions and custody), for Position 4.1.2 - 24-hour custody time for a truck equipped with snowplows and salt spreaders, it is expressly determined that: The maximum price offered for this position cannot be greater than 15% of the value of Preliminary Estimate 4. The estimated value of Preliminary Estimate 4 for Lot Ferizaj 2, for the 3-year period, is €758,200. Consequently, 15% of this value is €113,700, which represents the maximum allowed limit for this position. According to the Tender Dossier: the number of days of custody per year is 135 days; the contract is foreseen for 3 years; the number of custody trucks for Ferizaj 2 is 7. Based on these data, the total number of units for this position is: 7 trucks x 135 days x 3 years = 2,835 units. Consequently, the maximum allowed price per unit (day/truck) is: $€113,700.00 \div 2,835 = €40.10$. The economic operator recommended for the award of the contract has bid €50.00 per unit, which is significantly above the maximum allowed limit of €40.10, directly exceeding the 15% limit set out in the Tender Dossier. As a result, the bid value for this position amounts to

€141,750.00, which represents 18.70% of the estimated value for Pre-Auction 4, in clear contradiction with the tender conditions. The Contracting Authority, in response to the request for reconsideration, claims that the 15% limit on the price for the custody unit is only a monitoring mechanism during the implementation of the contract, and that this limit was not set out as an admissibility or elimination criterion in the Tender Dossier forms. This claim of the Contracting Authority is completely unfounded and in direct contradiction with the Tender Dossier, since the limit of 15% is clearly and mandatorily defined within the Technical Specifications, and constitutes an inseparable condition of the bid. Consequently, any bid that exceeds this limit and does not comply with this specification should be considered an irresponsible bid, since this specification clearly refers to the bidding phase and not to the monitoring of the contract. On page 81 of the Tender Dossier it is expressly stated that the bid price for the maintenance unit for a truck equipped with snowplows and salt spreaders cannot be greater than 15% of the value of the Preliminary Estimate. 4. Failure to comply with these requirements constitutes a violation that may lead to the elimination of the bid, as defined in the Tender Dossier itself: 3. Mandatory technical specifications 3.1 The services must be in full compliance with the technical specifications set out in this Tender Dossier and in compliance in all respects with the drawings, quantities, models, samples, measurements and other instructions. 3.2 Any specification that is not in compliance with the technical specifications will disqualify the tender. Also, according to Article 27 of the Tender Dossier - Examination of tenders, a tender shall be considered responsive only when: it is in administrative compliance with the formal requirements of the Tender Dossier; it is in technical compliance with the description, requirements and specifications set out in this tender dossier; has been submitted by an economic operator that meets the selection criteria set out in the Tender Dossier. Since the offer of the recommended economic operator has exceeded this limitation by offering €50 per unit, out of the maximum allowed limit of €40.10, this offer is not in compliance with the technical specifications of the Tender Dossier and, consequently, must be eliminated from the procurement procedure.

Claim No. 4: The Contracting Authority has acted in violation of the Tender Dossier and the Law on Public Procurement (LPP), considering as acceptable the key personnel proposed by the Economic Operator recommended for the contract for Lot 2 - Ferizaj 2, namely the Project Manager, even though the same does not meet the required professional criteria and field of specialization. According to the Tender Dossier, for the position of Project Manager it is required: Graduated engineer with at least 3 years of work experience after graduation, or Bachelor with at least 5 years of work experience after graduation; To have evidence of the minimum professional qualifications, namely to have been engaged in at least one (1) completed project, in the capacity of Project Manager in the required field, respectively in summer and winter road maintenance. For this position, the Economic Operator has proposed Mr. Visar Tahiri, Graduate Architectural Engineer. However, the professional profile of architecture does not match the required field of the project, which is directly related to the summer and winter maintenance of national roads, a field that requires specific knowledge and experience in road engineering, construction/infrastructure, or other closely related fields directly to road maintenance works. Architecture, as a professional discipline, focuses mainly on architectural design and construction facilities, and does not include the technical and operational

competencies necessary for the management of national road maintenance projects, especially in terms of: management of winter works (snow removal and salting), summer road maintenance, organization and management of road safety. Based on the above, we consider that the Economic Operator recommended for the contract should be declared irresponsible, as it has not provided key personnel who meet the requirements of the Tender Dossier for the position of Project Manager, in accordance with the requirements set out in the DT.

Claim No. 5: For LOT 15 - Prizren 2 - EO B Famis Shpk & Company Eskavatori Shpk The Economic Operator "B Famis Shpk & Company Eskavatori Shpk", recommended for the contract for Lot 15 - Prizren 2, is irresponsible and, consequently, we request that it be eliminated from the procurement activity for the following reasons. Based on the Tender Dossier, in the Technical Specifications - Preliminary Estimate 4 (Interventions and custody), for Position 4.1.2 - 24-hour custody time for a truck equipped with snowplows and salt spreaders, it is expressly stipulated that: The maximum price offered for this position cannot be greater than 15% of the value of Preliminary Estimate 4. The estimated value of Preliminary Estimate 4 for Lot Prizren 2, for the 3-year period, is €717,400. Consequently, 15% of this value is €107,610, which represents the maximum limit allowed for this position. According to the Tender Dossier: the number of custody days per year is 135 days; the contract is foreseen for 3 years; The number of caretaker trucks for Prizren 2 is 8. Based on this data, the total number of units for this position is: 8 trucks x 135 days x 3 years = 3,240 units. As a result, the maximum price allowed for a unit (day/truck) is: $€107,610 \div 3,240 = €33.21$. The Economic Operator recommended for the contract has bid €70.00 per unit, which is significantly above the maximum allowed limit of €33.21, directly exceeding the 15% limit set out in the Tender Dossier. Consequently, the EO has bid €226,800 for this position, which represents around 31.6% of the estimated value for Preliminary Estimate 4, significantly exceeding the maximum allowed limit of €107,610. The Contracting Authority, in response to the request for reconsideration, claims that the 15% limit on the price for the custody unit is only a monitoring mechanism during the implementation of the contract, and that this limit was not set out as a criterion of admissibility or elimination in the Tender Dossier forms. This claim of the Contracting Authority is completely unfounded and in direct contradiction with the Tender Dossier, as the 15% limitation is clearly and bindingly defined within the Technical Specifications, and constitutes an inseparable condition of the bid. On page 81 of the Tender Dossier, it is expressly stated that the bid price for the maintenance unit for a truck equipped with snowplows and salt spreaders cannot be greater than 15% of the value of the Preliminary Estimate 4, which clearly indicates that we are dealing with the bidding phase, and not with the monitoring of the contract. Failure to comply with these requirements constitutes a violation that may lead to the elimination of the bid, as also specified in the Tender Dossier itself: 3. Mandatory technical specifications 3.1 The services must be in full compliance with the technical specifications set out in this Tender Dossier and in compliance in all respects with the drawings, quantities, models, samples, measurements and other instructions. 3.2 Any specification that is not in compliance with the technical specifications will disqualify the tender. Also, according to Article 27 of the Tender Dossier - Examination of tenders, a tender is considered responsive only when: it complies from an administrative aspect with the formal requirements of the Tender Dossier; it complies from a technical aspect with the description, requirements and specifications set out in this Tender Dossier; it has been submitted by an

economic operator that meets the selection criteria set out in the Tender Dossier. Given that the offer of the recommended Economic Operator has exceeded this limit by offering €70 per unit, out of the maximum allowed limit of €33.21, this offer does not comply with the technical specifications of the Tender Dossier and, consequently, must be eliminated from the procurement procedure.

Claim 6: Economic Operator B Famis Sh.p.k. has submitted a list of contracts claiming to have executed contracts in the last three (3) years in the field of maintenance of national, regional and motorways. However, the analysis of the submitted documentation shows that the list of contracts is not accurate, is not reliable and does not meet the requirements of the Tender Dossier and the Law on Public Procurement. The first contract, presented as a executed contract for the routine and winter maintenance of the A7 and A6 motorways, is not a contract of Economic Operator B Famis Sh.p.k., but a contract where the contractor is the company Famis CO HC, with a different NUI than that of B Famis Sh.p.k. Considering that B Famis Sh.p.k. is a different legal entity, with a different NUI and a different date of establishment, it clearly results that this contract cannot be considered as an experience of the Economic Operator B Famis Sh.p.k.. The presentation of this contract as a contract carried out by B Famis Sh.p.k. constitutes a false declaration with the aim of misleading the Contracting Authority. The contracts presented with serial numbers 2 and 3 are subcontracted contracts by Damastion Project Sh.p.k. These contracts were presented simultaneously: by B Famis Sh.p.k. as its own experience during the bidding in Lot Prizren 2, and by Damastion Project Sh.p.k. as contracts carried out by this company itself during the bidding in Lot Ferizaj 2. As a result, there is a duplication of the same contracts in different procurement lots, creating serious uncertainties regarding the identity of the real executor of the works, the role of each economic operator and the authenticity of the claimed experience. According to Regulation No. 01/2024 on Public Procurement, Article 18.9, economic operators may rely on the financial, technical and/or professional capacities of other entities when the Contracting Authority exercises the procurement activity for the award of a public contract, but may not rely on the same capacities of other economic operators participating in the procurement activity that is divided into lots. The contract presented with serial number 4, for the summer and winter maintenance of the “Arbër Xhaferi” motorway - Lot 3, is claimed to have been completed on 02.08.2025. However, the Contract Notice for this procedure was published on 25.05.2025, which means that this contract: does not relate to the past three (3) year period, and is a contract that has not been completed and fully implemented at the time of the announcement of the procurement procedure. Based on the Law on Public Procurement and the requirements of the Tender Dossier, only contracts implemented/completed in the past three year period can be taken into consideration for fulfilling the professional experience criterion. Consequently, this contract does not meet the legal time criterion and cannot be accepted as a valid reference, while the same reference was also presented by the EO Damastion Project Sh.p.k. during the bidding in the lots of this tender. Therefore, the Economic Operator does not meet the professional experience criterion, and the Contracting Authority has acted in contravention of the Tender Dossier and the Law on Public Procurement by considering this EO as responsible. It is worth emphasizing that precisely this Economic Operator has been assessed as irresponsible in the procurement activity for the maintenance of highways for the same claims, namely for the equipment and the lack of experience in similar contracts. Given

that the same capacities are presented in both projects, the Contracting Authority cannot apply double evaluation standards.

Claim 7: According to the Tender Dossier, for the performance of summer and winter road maintenance works, it is required that transport vehicles (trucks) be equipped with: snow plows (plows); automatic salt dispensers; minimum engine capacity of 110 HP. From the documentation submitted by Economic Operator B Famis Sh.p.k. It results that: The trucks are presented separately, where the tipper truck is registered with a registration book that does not indicate the specific equipment for winter maintenance, such as snow plows and automatic salt spreaders. In the documentation, the equipment such as plows and spreaders are not verified in the registration books as an integral part of the vehicle. This situation is of particular importance, because equipment that is not officially registered as part of the vehicle cannot be considered available and functional during the execution of the contract. Furthermore, all eight (8) requested trucks were presented in this form, without clear evidence that the equipment for winter maintenance is part of the vehicles. Consequently, the Economic Operator has not demonstrated the ability to meet the technical requirements of the tender, creating serious doubt about the compliance of the bid with the technical specifications. As presented above, for the same reason, this Economic Operator has also been eliminated in the procurement activity for the maintenance of highways. From the allegations and facts presented above, it is concluded that these economic operators are irresponsible and should be eliminated from the procurement procedure. Therefore, based on the evidence presented, we request the Procurement Review Body to approve our complaint as well-founded and to return the case for re-evaluation for: LOT 11 - Prishtina 1; LOT 2 - Ferizaj 2; LOT 15 - Prizren 2.

The claims of the complaining economic operator “Tali” SH.P.K for Lot 11 and Lot 13 with protocol number 2026/0041 dated 19.01.2026 are presented as follows:

Group of Economic Operators: TALI SH.P.K.; Company Zuka Commerce Sh.p.k.; XHAST SH.PK

Based on the requirements set out in the Tender Dossier Form (TDF), point 4, it is requested that the Economic Operator have the total value of the contracts implemented and completed in the field of summer and winter road maintenance for the past three (3) year period, not less than 1,000,000.00 euros for each lot.

Based on the documentation submitted by the Group of Economic Operators (GOE) for Lots 5, 6, 11, 12 and 13, the contracts implemented and concluded in the field of summer and winter road maintenance in the past three-year period are as follows: 1. Summer and winter road maintenance in the territory of the Municipality of Viti - value: €140,000.00. 2. Summer and winter road maintenance in the territory of the Municipality of Viti (two-year contract) - value: €159,276.00. 3. LOT II - “Performance Maintenance Tirana - Government Villa - Fresku - Surrel - Qafë Priskë - Qafë Mollë - Bize (66.2 km)” - value: 85,010,598 lekë / 98.3 (exchange rate) = €864,807.71. The operator XHAST is a participant in this contract with 49%, respectively, in a total value of €423,755.77. 4. LOT III - “Performance Maintenance Tirana - Dajt - Qafë Mollë - Bize, Qafë Priskë - Shkallë Shengjergj, Tractor Plant - Lanabregas, Sauk - Farkë” - value:

50,187,850 lekë / 98.3 (exchange rate) = €510,557.98. The operator XHAST is a participant in this contract with 49%, respectively in a total value of 250,173.41€. From the general calculation it results that the total value of the contracts executed by the GOE in the field of summer and winter road maintenance for the past three-year period is 973,205.18 €. Consequently, the GOE has not met the minimum requirement set out in FDT, point 4, according to which the value of the executed contracts is required to be no less than 1,000,000.00 € for each lot. List of equipment: Regarding the list of equipment submitted by the GOE for Lots 5, 6, 11, 12 and 13, it is concluded that: The winter trucks with license plates 06-988-EL and 06-415-CB lack the certificate for salt and snow removal, since the registration books submitted show that these vehicles are tipper trucks and not snow removal trucks. Consequently, GOE has offered only 7 winter trucks that meet the criteria set out in the FDT/DT, and does not meet the requirement for the minimum number of 8 winter trucks for lots 5, 6 and 11. While for lots 12 and 13, the minimum criterion according to the list of equipment set out in the Tender Dossier is 7 winter trucks, and in this case GOE meets this criterion. However, taking into account the other shortcomings identified and the fact that in these lots GOE has bid at the highest price, even if it is considered responsible for these lots, the final result would not change. Economic and financial situation: Based on the requirement set out in the FDT, point 2, it is required that the Economic Operator has sufficient financial capital for the implementation of the contract, specifying the project title and the procurement number for the activity in question, or access to unconditional credit from a bank, naming the project for which the credit is granted. As evidence, it is required: A statement from the banks proving that the EO has available funds in the bank account or unconditional access to credit, the document must be original, addressed to the Contracting Authority, with the name of the project and the procurement number, signed and stamped by the banking institution. In case the offer is submitted by a group of economic operators, then the group leader must meet a minimum of 60% of the requested value. Based on the documentation submitted by GOE for Lots 5, 6, 11, 12 and 13, a bank confirmation issued by Banka Ekonomike has been submitted, but this document does not meet the requirement set out in the FDT, point 2, as the bank has only confirmed the existence of an overdraft and not cash or access to unconditional credit for the specific project, as clearly required by the Tender Dossier. From the analysis of the bank documentation, it results that the overdraft does not constitute cash or unconditional access to credit, as it concerns an overdraft facility which is conditional and depends on the bank's policy. Consequently, the TDS requirement, point 2, has not been met. Requirements on technical and professional capabilities According to the TDS/TD, for the position of Workshop Manager, the following is required: • Graduated civil engineer with at least 3 years of work experience after graduation, or • Bachelor with at least 5 years of work experience after graduation; • Have evidence of the minimum professional qualifications, at least in a completed project in the capacity of Workshop Manager in the required field. The following evidence is required: ID card, CV signed by the engineer himself, diploma, employment contract with the bidder and references for previous work in the required field issued by employers. Based on the documentation submitted on the e-procurement platform, GOE has proposed engineer Gani Limani for the position of Workshop Manager, for whom the following were submitted: • CV with personal data, education and professional experience; • Identity card (ID); • Employment contract with EO "Tali", concluded on 01.05.2024; • Diploma of Graduate Civil

Engineer; • Reference for work as Workshop Manager in summer and winter maintenance projects of national and regional roads in the Gjilan region. However, the analysis and comparison of the submitted documentation results in a factual and temporal discrepancy between the engineer's real professional experience and the submitted references. According to the engineer's CV, he was self-employed from 2009 to 01.05.2024, while he concluded the employment contract with EO "Tali" only from 01.05.2024. However, the references submitted by EO "Tali" confirm that he has exercised the function of Workshop Manager in projects implemented in the periods 2014-2015 and 2017-2021, at a time when, according to the documentation, he was not employed or contractually engaged in this company. Consequently, the references presented do not correspond to the factual and temporal status of the employment relationship, and are therefore considered inaccurate and unacceptable for this procurement procedure, as they confirm functions and responsibilities that did not exist in reality. For these reasons, the submitted documentation does not reliably demonstrate the required professional experience and does not meet the criteria set out in the Tender Dossier. Improved text: Based on the documentation with which the aforementioned GOE has bid for Lots 5, 6, 11, 12 and 13, as confirmed through the e-procurement platform, the total value of the contracts implemented and concluded in the field of summer and winter maintenance for the period of the last three years, submitted for the lots in question, results as follows: 1. "Summer and winter maintenance of roads in the territory of the Municipality of Viti", with a value of: €140,000.00. 2. "Summer and winter maintenance of roads in the territory of the Municipality of Viti - two-year", with a value of: €159,276.00. 3. LOT III "Performance maintenance Tirana - Government Villa - Tirana - Fresku - Surrel - Qafë Priskë - Qafë Mollë - Bize (66.2 km)", with value: 85,010,598 lekë / 98.3 (exchange rate) = €864,807.71. The company Xhast is a participant in the contract with 49%, or with a total value of: €423,755.77. 4. LOT III "Performance maintenance Tirana - Dajt - Qafë Mollë - Bize, Qafë Priskë - Shkalla - Shengjergj, Tractor Plant - Lanabregas, Sauk - Farkë", with value: 50,187,850 lekë / 98.3 (exchange rate) = €510,557.98. The company Xhast is participating in the contract with 49%, or a total value of: €250,173.41. Based on the result of the overall calculation of the values of the contracts executed by the GOE in question in the field of summer and winter maintenance for the period of the last three years, the total value amounts to €973,205.18, which is below the minimum limit required in the Tender Dossier, specifically not less than €1,000,000.00 for each lot. For these reasons, the documentation submitted by you does not meet the qualifying criterion regarding the minimum financial criterion, set out in the requirement of point 4 of the Tender Form (TDS). Also, the requirement/evidence set out in the FTD, point 5, which requires the following: "The list of equipment, machinery, tools and technical installations that are necessary for the implementation of the project according to the technical specification must be signed and stamped by the EO. Evidence for the equipment must be provided in the order listed in Annex 1". Based on the analysis of the documentation with which the aforementioned GOE has bid for Lots 5, 6, 11, 12 and 13, as confirmed through the e-procurement platform, the commission has found that the formal criteria of the tender dossier regarding the necessary equipment, tools and technical installations are not met, as follows: 1. The requirement regarding the minimum number of 8 winter trucks for each lot, respectively for lots 5, 6 and 11 for the respective regions (Lot 5 - Gjilan 1, Lot 6 - Gjilan 2, Lot 11 - Prishtina 1), has not been met, as only 7 winter trucks have been submitted that meet the criteria presented in

the Tender Dossier. Based on the submitted documentation (registration books), the equipment: o the truck with license plates 06-988-EL and o the truck with license plates 06-415-CB, turn out to be dump trucks and not adequate snowplows, and there is no evidence of a snowplow (plow) and a salt spreader for salting, as specified in point 3.2 of the list of minimum requirements for winter maintenance for a lot/each region. Exceptionally, the criteria of point 5 - List of equipment according to the TD request are met only for Lots 12 and 13 (7 winter trucks). However, this circumstance has no impact on the assessment of the final result, since the other requirements are not met and, in parallel, prices significantly higher than those of other operators recommended for the contract have been submitted for these lots. 2. FTD requirement/evidence 5, regarding the requirement in point 3.3 - Snow thrower (Schmidt or similar) of the minimum winter maintenance requirements for a lot, has not been met, since the equipment submitted according to the SUD dated 20.09.2006, of the Thomas Babycrabe brand, year 1978, which must be registered and certified with a registration booklet, results without registration. 3. The requirement of mandatory equipment for a summer maintenance lot, according to point 1.21 “Mobile signaling vehicle (trailer, semi-trailer or special vehicle)”, equipped with traffic signs and lighting bodies used for warning and signaling traffic participants in accordance with road safety standards, has not been met. The presented equipment does not possess a technical inspection certificate and an identification plate, as regulated by Article 39, paragraph 2 of Law No. 05/L-132 on Vehicles. According to this paragraph, light trailers are not registered, but must possess the described systems and equipment without deficiencies, an identification plate and a technical inspection certificate in which the date of the first technical inspection and the deadline for the next technical inspection are indicated. Regarding the reason for elimination that we do not meet the requirement for contracts in the amount of not less than € 1,000,000.00 for the last three years, we clarify that this reason for elimination is completely unfounded and unsustainable, since we not only meet this requirement, but also exceed this value. The Contracting Authority claims that for the three-year period we have proven the value of the contracts of €973,205.18, but for us it is very unclear how it came to such a conclusion. The claim of the CA that the contract titled “Performance Maintenance Tirana - Dajt - Qafë Mollë - Bizë, Qafë Priskë - Shkallë - Shengjergj, Tractor Plant - Lanabregas, Sauk - Farkë” was only 49% implemented by the EO Xhast, is unsustainable, because this company has implemented this contract to the value of 100%. This fact is confirmed by the internal agreement dated 10.02.2024 between the companies that carried out this project. This internal agreement was not attached to the offer, but we are now attaching this agreement. When the full value of this contract is taken into account, it turns out that we exceed the value requested for similar contracts. In addition to these facts, we assess that the Contracting Authority has based the contracts only on the title and not on the content and amount, therefore this action is unprofessional and shows a discriminatory tendency towards our bidding group. We request the CA, during the review of this request for reconsideration, to also take into account the contracts that do not have the same title as the project in question, since we have presented other contracts that bear a different title, but in reality they are related to maintenance, namely the works and services specified in their amounts are the same.

For example, the contract of EO “Zuka Commerce” SHPK with the Municipality of Gjilan, entitled “Regulation and opening of third-order roads, river cleaning, landfill management and

removal of illegal dumps”, as well as other contracts presented, should be taken into account as they are of the required nature. Therefore, we request that the list of contracts with concrete evidence be analyzed once again, since we exceed the required value of the contracts. Regarding the reason for the elimination for the professional experience of engineer Gani Limani, the Contracting Authority claims that the professional experience of this engineer is presented in contradiction to the factual situation, since the contract with EO Tali SHPK was concluded only on 01.05.2024. We clarify that this reasoning does not hold, since for the projects for which references were issued to this engineer, he was engaged in secondary work in the company Tali SHPK. So, this engineer has been engaged in these projects and for this reason the references have been issued. References are issued for the engineer who has been engaged in the relevant projects and are not related to the primary or secondary work, or to the type of engagement in the project. If the Contracting Authority had any doubts regarding these evidences, it could have requested additional clarifications or directly contacted the engineer in question. Regarding the contract mentioned by the CA, we clarify that the contract concluded on 01.05.2024 is a regular and valid contract, therefore it does not contradict the work that this engineer has carried out in the mentioned projects and for which the references are attached. There is no problem and it is not contrary to any legal provision for an engineer to work in a company initially with a secondary salary and then with a primary salary. Therefore, also in this case, the engineer in question meets the requirements of the tender dossier.

The Contracting Authority has wrongly considered the references submitted for the engineer Mr. Gani Limani to be incorrect and unacceptable. Regarding the reason for the elimination that the winter trucks with license plates 06-988-EL and 06-415-CB lack proof of the salting and plow, we clarify that these trucks possess the salting and plow. This fact can be verified through photographs of these trucks, where the respective registrations and license plates are clearly visible. You can verify this fact at any time by coming to the site and seeing these equipment directly. As for the fact that these elements are not listed in the SUD, this is a matter for the Customs, since in certain cases the SUD does not list all the components of the equipment. However, what is important is that our clarifications can be verified very easily through photographs and through field verification by the commission. Regarding the Thomas Babycrabe device, year of manufacture 1978, we clarify that this device is not registered and therefore we cannot be eliminated with this justification. Moreover, such a request was not foreseen in the tender dossier, therefore this action is in contradiction with Article 56.3 of the Public Procurement Law (LPP). Also, the other reason for elimination regarding the signaling device is unfounded and in complete contradiction with Article 56.3 of the LPP, since no other specific evidence was requested for this device. In point 5 of Article 9.1 and 9.2 of the FDT, it is clearly determined that for devices that are not registered, ownership documents must be provided, such as: a sales contract or invoice. This evidence has been provided by us and, consequently, the request has been fully met. For this reason, we cannot be eliminated for requests that were not specified in the tender dossier. The reference to the Law on Vehicles is not a fair reference, because to require any specific evidence with the bid it must be specified in the tender dossier. The tender dossier is the basic material on the basis of which the bid is prepared and economic operators cannot be eliminated for requirements that are not included in it. Regarding the reason for elimination for financial capital or access to unconditional credit. We clarify that in Article

8.1 and 8.2 of the FDT it is required that the economic operator have sufficient financial capital for the implementation of the contract, in the following amounts: • Ferizaj 1 - 480,000.00 € • Ferizaj 2 - 446,000.00 € • Gjakova 1 - 468,000.00 € • Gjakova 2 - 406,000.00 € • Gjilan 1 - 476,000.00 € • Gjilan 2 - 432,000.00 € • Mitrovica 1 - 576,000.00 € • Mitrovica 2 - 502,000.00 € • Peja 1 - 456,000.00 € • Peja 2 - 410,000.00 € • Prishtina 1 - €600,000.00 • Prishtina 2 - €494,000.00 • Prishtina 3 - €474,000.00 • Prizren 1 - €458,000.00 • Prizren 2 - €422,000.00

This request stipulates that the economic operator must provide a statement from the bank proving that it has cash on hand or unconditional access to credit, a document that must be original, addressed to the Contracting Authority, with the name of the project and the procurement number, signed and stamped by the banking institution. In case the offer is submitted by a group of economic operators, the group leader must meet a minimum of 60% of the requested value. In connection with this request, we have provided confirmation from the Economic Bank, confirming that our company has an active credit limit in the total amount of €800,000.00, which funds can be used for the implementation of the project “Summer and winter maintenance of national and regional roads in Kosovo for the next 3 years”, with procurement no. 205-25-4397-2-1-1. This evidence is fully in accordance with the requirements of the tender dossier, as the credit limit constitutes a guarantee and assurance that these funds are available to the company for the implementation of the project in question. For this reason, the reason for the elimination is completely unfounded and tendentious. The confirmation letter from the bank is original, signed and stamped, therefore it should be taken into account by the Contracting Authority. On 29.12.2025 we requested access to the documents of the economic operator recommended for the contract. We repeated the same request on 31.12.2025, as we had not received a response. Access to the documents was granted to us on 31.12.2025 at 13:00, where we received a USB. After opening the USB, we noticed that no documents were found, therefore we were not able to analyze the documents of the economic operator recommended for the contract. January 1st and 2nd were official holidays, then a weekend, while access to the documents was granted to us on January 5th, 2026 at 1:00 PM, which was practically the last day for submitting a request for reconsideration. In these circumstances, we did not even have two hours to analyze the documents of the groups of economic operators recommended for the contract. For this reason, we are initially presenting the allegations based on suspicions, while we will later complete the request for reconsideration with more detailed allegations. We assess that the winners of the two respective lots have bid at abnormally low prices and are irresponsible operators. For Lot 11 - Prishtina 1, the group of EO “Integral SHPK & Milenium Konstruktion SHPK”, with a value of €386.65, has been recommended for the contract. This group of economic operators has bid at abnormally low prices, while we will present the details when completing the request for reconsideration. Also, this group of economic operators: • has not provided a statement from the bank proving that it has cash in its account or unconditional access to credit, as required in Article 9.1 and 9.2 of the TDS, point 2; • has not provided evidence of annual tax turnover, as required by Article 9.1 and 9.2 of the TDS, point 1; • has not provided evidence of similar work experience for the Project Manager, Workshop Manager and Graduate Traffic Engineer, while the qualifications are not in accordance with the TDS requirements; • has not provided evidence of contracts or final acceptance reports and references of works, indicating the value, date, nature and location of projects for the maintenance of national, regional, local

roads or motorways for the last three years, at the requested value. We also suspect that it has not provided the equipment with the required specifications and with a valid registration period for those equipment that are registered, and has not provided evidence of ownership of the equipment or rental agreements. For all the equipment listed below, we suspect that adequate evidence has not been provided according to the requirements of the tender dossier. It has not provided evidence, regular contracts or agreements of workers for this project, as required in point 6 of article 9.1 & 9.2 of the TDS. It did not provide an action plan and salt distribution plan, as required in point 7 of Article 9.1 & 9.2 of the TDS. We suspect that it involved more trucks than specified in the tender dossier for the response time. For this Lot, 8 trucks with 8 snowplows (plows) and automatic salt spreaders, as well as 2 snow throwers (Schmidt or similar) for snow removal at a distance of up to 10 m have been determined. The Traffic Management Plan has not been provided in as much detail as required in point 8 of Article 9.1 & 9.2 of the TDS. We suspect that it is not signed by the traffic engineer and the engineer's qualification has not been proven. The location of the road maintenance base is not in accordance with the requirement of point 9 of Article 9.1 & 9.2 of the TDS. The lease agreement, if offered, is in accordance with the requirement of the tender dossier. The outline does not contain the requested data for operational and administrative spaces, storage and supply spaces, and parking spaces for vehicles and equipment. The tender security does not contain all the requested data and does not include the number of days for which it was requested. The group of EO "Via Eurotitan SHPK & A.L-Asfalt SHPK" has a cheaper price than our offer (334.75 €), but has been declared irresponsible by the CA, while the same reasons for elimination are also our complaint claims. The reasons for elimination are as follows: Your tender has been rejected for the following reasons: Clarification and Rejection of the Offer - Group of Economic Operators Via Eurotitan Sh.P.K. & A.L-Asfalt Sh.P.K. The economic operator has not submitted the tender security in accordance with the request of the FDT/DT, point 13.2. Therefore, based on Article 57 of the LPP and in full compliance with the Guideline no. 002/2024 on the amendment of Guideline no. 001/2023 on Public Procurement, specifically Article 10, paragraph 10.1, as provided by the legal provisions, clarifications cannot be requested, but the tender must be rejected without requesting further information. Consequently, this offer is irresponsible for the lots: Ferizaj 2 - Lot 2, Prishtina 1 - Lot 14, Prishtina 2 - Lot 12, Prishtina 3 - Lot 13, Gjilan 1 - Lot 5, Gjilan 2 - Lot 6 and Mitrovica 1 - Lot 7. The group of EO "2A Group SHPK & Via Egnatia SHPK" has been recommended for a contract for Lot 9 (Peja 1), therefore this Lot is excluded from the evaluation. The same claim applies to the other lots in which we have filed complaints. The group of EO "TSR SHPK & IDK Konstruksion SHPK & Dardania SHPK" has been declared irresponsible by the CA for all lots, while the same reasons for elimination are also our complaining claims. In order not to repeat our claims in all lots, we clarify that these reasons and claims also apply to the other lots. The reasons for the elimination are as follows: The group of economic operators TSR SH.P.K., IDK KONSTRUKSION SHPK and DARDANIA SH.P.K. has submitted sworn statements for all members of the group establishment, but at the same time they have interfered with the standard text according to the publication of the tender dossier. Since there is a difference in the text between the submitted statements and the statement in accordance with the publication in the DT, they are considered inadmissible. Also, this group has presented an agreement for the establishment of the group, but it does not conform to the

standard form of the tender dossier. The statement of the establishment of the group is not in accordance with Regulation no. 001/2022 on Public Procurement, specifically Article 26.15, which stipulates that when economic operators participate as a group, they must provide an agreement for the establishment of the group, which defines the rights and responsibilities of the members and all procedural actions that the group leader must perform on its behalf. Based on the Regulation No. 001/2022 on Public Procurement, Article 40 paragraph 40.8 and Article 44 paragraph 44.3, this offer is rejected, in particular due to the declarations under oath changed from the standard form. In position 5 - List of equipment, tools and technical installations that are necessary for the implementation of the project according to the technical specification - the list must be signed and stamped by the EO. The equipment that is registered must be proven with a valid registration book, while other equipment must be proven with a document of ownership (sales contract, invoice or SUD). The following evidence was submitted in the offer: The front loader with ABMT 52 license plates has an engine power of 69 HP, less than 75 HP as required in point 3.4 of the list of winter equipment for each region. The front-end loader with ABMT 51 license plate has an engine power of 59 HP, less than the 75 HP required in point 3.4 of the winter equipment list for each region. Based on the evidence and facts mentioned above, it results that the examination, evaluation and comparison of tenders was not carried out in accordance with Article 59 of the LPP, and at the same time the main criterion for awarding the contract, which is the responsive tender with the lowest price, according to Article 60, paragraph 1.1 of the LPP, was not respected. Also, the CA did not respect Article 7 of the LPP, since even though we have fulfilled all the requirements of the TDS and the contract notice, we were not recommended for the contract. Paragraph 1 of Article 7 of the LPP clearly provides that: “The contracting authority shall treat economic operators equally and non-discriminatory and shall act in a transparent manner.” Also, paragraph 6 of Article 7 of the LPP provides that during the development of procurement activities, all contracting authorities must ensure that the selected tender complies with all substantive aspects of the relevant conditions, criteria and specifications. However, the CA did not comply with this legal provision, as it recommended for the contract groups of economic operators that submitted irresponsible bids. Also, the contracting authority did not take into consideration Article 1 of the LPP, since it is known that the purpose of this law is to ensure the most efficient, most transparent and fair way of using public funds and public resources in Kosovo.

The claims of the complaining economic operator “Joos & Krasniqi - Baze Sh.P.K.” for LOT 3 and 4 with protocol number 2026/0042 dated 19.01.2026 are presented as follows:

In accordance with Articles 108/A and 109 of the Law on Public Procurement (LPP), the Group of Economic Operators “Joos & Krasniqi-Bazë Sh.P.K.” submits this appeal against the decision of the Contracting Authority (CA), by which our request for reconsideration was rejected and the decision to eliminate us from the procurement procedure was left in force. The CA’s decision is unfounded in facts, built on formalistic interpretations and contrary to the fundamental principles of the LPP, including equality of treatment, proportionality, free competition and cost-effectiveness.ii. Brief summary of the violations found: From the actions and decision-making of the Contracting Authority it results that the procurement procedure was carried out in contravention of the fundamental provisions of the Law on Public Procurement and Regulation

No. 001/2022 on Public Procurement. The Contracting Authority has violated Article 1 (Purpose) of the LPP, by failing to ensure the development of a fair and competitive procedure, as well as Article 6 (Economy and Efficiency), since the elimination of the bid was made on formal and subjective grounds, without a substantial analysis of the fulfillment of the requirements. Article 7 (Equality in Treatment and Non-Discrimination) was also violated due to the unequal and selective interpretation of the criteria, as well as Articles 59 and 60 of the LPP, since the evaluation of the bids was not carried out in a complete, objective manner and in accordance with the criteria previously determined in the Tender Dossier and in the Contract Notice. The Contracting Authority has also acted in violation of Article 65 of the LPP, by ascertaining unjustified non-fulfilment of the tenderer's eligibility, and Article 72 of the LPP, by refusing the clarifications that would not change the bid, but would only clarify the existing documentation. At the same time, the relevant provisions of Regulation No. 001/2022 on Public Procurement were also violated, namely: Article 27, regarding the award criteria; Article 38, regarding the clarification of tenders; Article 40, regarding the examination, evaluation and comparison of tenders; and Article 26.11, which clearly provides that the withdrawal of a member from the group of economic operators during the evaluation phase does not constitute grounds for the elimination of the bid, as long as the remaining member meets the conditions of the Tender Dossier. Furthermore, the Contracting Authority, in the notification of rejection of the request for review, has presented new claims for the elimination of the Economic Operator, without first passing the procurement activity to the re-evaluation phase and without being based on the preliminary findings of the Evaluation Commission. This action constitutes a clear deviation from legal procedures and the principles of equality and transparency. Consequently, the decision of the Contracting Authority is illegal, unfounded and contrary to the provisions in force, and as such must be annulled by returning the case for re-evaluation.

III. Objection to the CA's reasoning regarding the first complaint claim We do not agree with the reasoning given in the decision to reject the request for review by the Contracting Authority, according to which the documentation submitted by the EO/GOE did not clearly and unconditionally prove the commitment or availability of the proposed staff for this procurement activity. This reasoning is subjective, unfounded and in contradiction with the fundamental principles of bid evaluation, since in public procurement procedures the assessment of the fulfillment of requirements is made on the basis of the "pass" or "fail" principle, and not on discretionary or subjective interpretations of the sufficiency of the documentation. The Contracting Authority declares that the EO has not clearly and unconditionally proven the engagement of the Project Managers, Mr. Enver Gashi and Mr. Zijadin Kastrati. This reasoning is subjective and contrary to the LPP and the sub-legal acts. The Contracting Authority has not identified any specific provision of the FDT or the LPP that has been violated by the EO, but has limited itself to general and declarative findings, without factual and legal analysis of the submitted documents. The fact that the proposed persons are declared in the TAK and are regular staff of the GOE member constitutes objective evidence of the legal relationship and their availability. The denial of this evidence without legal basis constitutes a violation of the principle of proportionality and equal treatment. Consequently, the CA's conclusion that the requirement has not been met does not stem from an objective assessment of the "pass/fail" criteria, but from a subjective and unreasoned interpretation. Complaint claim I: The Contracting Authority has recommended another

Economic Operator for the award of the contract, although its bid has a higher weighted price than our bid. This has happened despite the fact that our Group of Economic Operators is a responsible Economic Operator, which has fulfilled all the requirements of the Tender Dossier and has offered the lowest weighted price. Such an action constitutes a direct violation of the provisions of the Public Procurement Law, since according to the contract award criteria set out in the Tender Dossier and the Contract Notice, the contract must be awarded to the responsible Economic Operator with the most economically advantageous tender, namely the lowest weighted price. Purpose of the Law (Article 1 of the LPP) The purpose of the Public Procurement Law is to ensure: the efficient, economic and rational use of public funds; fair and open competition between economic operators; equal treatment and non-discrimination of economic operators during procurement procedures; selection of the bid that provides the best value for public money. The action of the Contracting Authority, by recommending for the contract an Economic Operator with the highest weighted price, although there is a responsible Economic Operator with a lower price, is in direct contradiction with this fundamental purpose of the LPP. The contested decision does not contain a legally based justification and is not based on previously announced criteria.

Complaining claim II: The Contracting Authority has alleged that the requirement for the equipment listed in point 1.3 (Vibrating cylinder with iron-iron wheels weighing 2-5 tons) has not been met, on the grounds that the lease agreement between the lessor Seferi-Co and the bidding GOE is missing. This reasoning does not hold, because: the list of equipment according to Annex 1 of the FDT has been submitted, the customs SUDs for the equipment have been submitted, it has been clearly stated that the equipment is provided through the lease agreement with EO Seferi-Co sh.p.k. In case the Contracting Authority had any uncertainty regarding the agreement, it had the opportunity and obligation to use Article 72 paragraph 3 of the LPP, requesting additional clarifications. The immediate rejection of the bid constitutes a disproportionate application of the law and a violation of fair competition.

Complaining claim III: Raising new claims by the CA. The Contracting Authority, without conducting a formal re-evaluation process, has added to the decision other reasons for the elimination of the Economic Operator, which were not part of the initial notification of elimination nor the results of a regular evaluation according to Article 59 of the LPP. This action constitutes ex-post reasoning, violates the principles of transparency and legal certainty and conflicts with Article 7 and Article 108/A of the LPP.

Complaining claim IV: Objection to the CA's reasoning regarding the withdrawal of a member from the group of EOs. The Contracting Authority has used as a basis for rejecting the request for re-examination the withdrawal of a member from the group of EOs. This reasoning is in direct contradiction with Article 26.11 of Regulation No. 001/2022 on Public Procurement, which clearly states that: the withdrawal of a member does not constitute grounds for the elimination of the bid, the Contracting Authority must continue the evaluation with the remaining member of the group, the disqualification measure under Article 99.2 of the LPP applies only to the member who has withdrawn. Conclusion: Based on all the facts and arguments presented in this complaint, we consider that the decision of the Contracting Authority

to eliminate the Group of Economic Operators led by “JOOS & KRASNIQI- BAZË” SH.P.K. is legally unfounded, as it was taken on formal and subjective grounds, in contravention of the provisions of the Law on Public Procurement and Regulation No. 001/2022 on Public Procurement. Therefore, we address the Procurement Review Body (PRB) with a request that: our complaint be approved as well-founded, the decision of the Contracting Authority be annulled, and the case be returned for re-evaluation, in accordance with the Tender Dossier, the Contract Notice and the legal provisions in force, guaranteeing equal treatment, transparency, proportionality and fair competition.

The claims of the complaining economic operator “Lika Company SH.P.K.” for Lot 9, with protocol number 2026/0044 dated 21.01.2026 are presented as follows:

On 29.12.2025, we received the Notification of the Decision of the Contracting Authority, by which the Group of Economic Operators “2A Group SHPK & Via Egnatia SHPK” was recommended for a contract at a price of €314.13 for Lot 9 - Peja 1, while we were declared an unsuccessful tenderer.

On the 30.12.2025 we had access to the offer of the group of EO recommended for the contract and we noticed that their offer contains serious shortcomings, which make their offer irresponsible. 1. Equipment and mechanism required for Lot 9 - Peja 1 The following equipment is required in the Tender Dossier: 1.3. Vibrating cylinder with iron-iron wheels weighing 2-5 tons. The group of EO recommended for the contract has provided a tax invoice for a used roller, but this invoice does not specify the technical characteristics or the weight of the equipment. For this reason, the equipment does not comply with the requirements of the Tender Dossier. 1.10. Mounting equipment for cleaning elastic parts. The group of EO recommended for the contract has offered a DUD R 7794 on behalf of the company Via Egnatia SHPK, which describes "parts of road cleaning machines - rotating brushes that are placed on road cleaning machines". This equipment does not comply with the requirement specified in the Tender Dossier, as it is not an assembly device for cleaning elastic parts, but another device. Therefore, the requirement is not met. 1.11. Wheeled excavator with a minimum weight of 8 tons. The group of EO recommended for the contract has provided an invoice and a DUD for a wheeled excavator M316D VA ROTOTILT, but has not provided evidence that this equipment is registered. Consequently, requirement No. 5 of Article 9.1 & 9.2 of the FDT has not been met, where it is required that the equipment to be registered be proven with a valid registration booklet. According to this requirement: the equipment to be registered must be proven with a valid registration booklet; while equipment that is not registered must be proven with a document of ownership (invoice, sales contract or SUD). In this case, no registration certificate has been submitted for the equipment in question, therefore the requirement has not been met and the offer should be considered irresponsible. 1.12. Grader weighing from 10 to 20 tons. The group of EO recommended for the contract has submitted an invoice and a SUD on behalf of 2A Group, but has not provided evidence of the registration of this equipment, thus not meeting the requirement of Article 9.1 & 9.2 of the FDT. 1.16. Hand-held vacuum cleaner for blowing with gasoline. An invoice issued by Euro Mall KS SHPK has been submitted, but this invoice is not accepted nor signed by the buyer Via Egnatia SHPK, therefore it cannot be considered valid evidence. 3.4.

Front loader with a minimum power of 75 kW. For this equipment, only one invoice was submitted in the name of Via Egnatia SHPK, without evidence of registration of the equipment, thus not fulfilling the requirement of Article 9.1 & 9.2 of the FDT.

2. Management personnel: The list of management personnel includes the project manager, civil engineer Mr. Skender Muqolli, who is a pensioner (born on 25.04.1949). His contract was signed on 06.06.2022, while the content of the contract states that the work begins on 01.03.2020. This represents a major time discrepancy, since the start of the employment relationship was determined about two years before the signing of the contract. Furthermore, this contract was concluded based on Regulation No. 2001/27 on the Basic Law on Labor in Kosovo, which was not in force at that time and is not in force at present. Meanwhile, the title of the document states “employment contract”, while in Article 1 the term “pre-contract” is used, creating legal uncertainty about the nature of the relationship. The salary is also set at €300 per month, while in Article 3 it is stated that the working hours are 40 hours per week, which implies a regular employment relationship. This contract is not in accordance with the Labor Law No. 03/L-212 and does not present a standard form according to the practice of the ATK and the legislation in force. The same problem also occurs for the engineer - workshop manager, Mr. Shemsedin Latifi, who signed a contract dated 01.01.2019 with a salary of €250 per month. This contract also uses the terminology "pre-contract" and references to Regulation No. 2001/27, which is not in force. Meanwhile, Mr. Besim Morina, presented as a traffic engineer, does not meet the requirement for a minimum of 2 years of experience in the required field, according to point 3 of article 9.1 & 9.2 of the FDT. From the CV and references presented, it results that his experience is mainly related to the inspection of motor vehicles, and not to the field required by the Tender Dossier.

3. List of employees In point 6 of article 9.1 & 9.2 of the FDT, the economic operator is required to provide a list of a minimum of 30 employees, as well as to prove that these employees are employed with regular employment contracts or agreements for this project, specifying the name of the project, the procurement number and the duration of the project. The group of EOs recommended for the contract has provided a list of employees, but has not provided regular employment contracts or agreements for the project for these employees. For this reason, it has not been proven that these workers are engaged according to the requirements of the Tender Dossier.

4. Salt Distribution Plan In the Maintenance Map (Salt Action and Distribution Plan) the group of EO recommended for the contract has foreseen 10 trucks, while in the Tender Dossier 8 trucks are requested. In this way, the EO has gone beyond the requirements of the Tender Dossier and the Technical Specification. Furthermore, the use of 10 trucks instead of 8 trucks increases the costs for the Contracting Authority, making their offer not in accordance with the project requirements.

5. Traffic Management Plan The Tender Dossier required a traffic management plan that was as detailed as possible, while the EO recommended for the contract submitted a plan that refers to another project, specifically the project from the village of Struzhë to the connection with the “Ibrahim Rugova” highway in the south of Prizren. Therefore, this plan is not for this project and does not comply with the requirements of the Tender Dossier.

6. Maintenance base sketch. In the submitted documentation, the surface area of the leased property is 3310 m², while in the sketch prepared by the architect, the maintenance base is presented in an area of over 6000 m². This means that the sketch also includes other parcels that are not part of the lease agreement, which indicates that the documentation does not comply with the legal

reality of the property. Conclusion: Based on the facts and evidence presented above, it results that the examination, evaluation and comparison of tenders was not carried out in accordance with Article 59 of the LPP, and the main criterion for awarding the contract according to Article 60 paragraph 1.1 of the LPP, which is the responsive tender with the lowest price, was not respected. Article 7 of the LPP, which obliges the contracting authority to treat economic operators equally, was also not respected. non-discriminatory and transparent. The group of EOs recommended for the contract did not meet the requirements of the Tender Dossier, therefore it should have been eliminated from the competition and not recommended for the contract.

The claims of the complaining economic operator “Jaha Solar” for Lot 12, with protocol number 2026/0046 dated 21.01.2026 are presented as follows:

The Contracting Authority, Ministry of Infrastructure, on 30.12.2025 published the notice of the decision of the Contracting Authority, where according to the same decision, the standard letter for our offer was missing. We have requested the Contracting Authority to send us the standard letter and the CA has published the corrected decision on 31.12.2025, where according to the same, in the offer that we submitted for Lot 12 Prishtina 2, the group of EO ILEAA - GR & VARNA was awarded a contract.

On the 05.01.2026, within the legal deadline, we submitted a request for reconsideration to the Contracting Authority, and on 12.01.2026, the CA published the decision on the rejection of our request for reconsideration. We requested access to the submitted bid and, after the access provided and the analysis of the bid of the group of the EO declared the winner, we came to the conclusion that the CA acted in violation of the provisions of the LPP during the evaluation of the bids, respectively in violation of Article 7 (Equality in Treatment/Non-Discrimination) and Article 59 (Examination, Evaluation and Comparison of Tenders), since the declared winning bid does not meet the minimum criteria specified in the tender dossier, for the following reasons: The sworn statement for EO ILEAA-GR was signed by an unauthorized person.

In the business information submitted with the bid, the only authorized person is Ilir Veliqi, while the bid documentation and all declarations, including the affidavit, were signed by Besart Hetemaj, with the title of procurement manager. An authorization from ILEAA - GR for Besart Hetemaj was also submitted with the submitted bid, who according to the authorization is authorized to represent the business in the preparation of tender files, to sign contracts with other entities, to certify the same in notary offices, to notarize the documents necessary for application in tender procedures, as well as to submit and receive documents. However, nowhere in this authorization is there any mention of the right to sign tender documents or declarations, including the affidavit. According to the PPRC Opinion, 14. 24.10.2023: “The issue of authorization is regulated by other laws in force in the Republic of Kosovo. However, while the standard forms of the tender dossier, including the declaration under oath and other documents, require data on the identification of the representative of the Economic Operator (name, surname, position, signature, date and seal), these documents cannot be signed by another person who is not competent or who does not have authorization to sign the documents in question.”

The Contracting Authority has rejected this complaint claim, citing the expression in the authorization submitted in the tender dossier for Mr. Besart Hetemaj: “preparation of the tender dossier, for signing contracts with other entities, for certification/notarization of documents”, but this confirms our claim that the preparation of the tender and the signing of the tender documents, and even more so the declarations of responsibility on behalf of the Economic Operator, are two different things and the signatory of the declaration under oath is not an authorized person. The professional staff does not meet the required criteria. In the requirements on technical and professional capabilities, it was requested that the professional staff have experience in the required field, which implies summer/winter maintenance of regional roads. The professional staff engaged by the EO declared the winner, in the CV and references submitted, did not submit evidence that they were engaged in the required position in at least one project of the same scope, as requested in the tender dossier.

The contract references do not meet the minimum required value. It is required that the bidder has completed contracts in the summer/winter road maintenance layer for the past three-year period, not less than 1,000,000 Euros for each lot. In the winning bid, the list of ILEAA-GR contracts does not contain any contracts listed in the summer/winter maintenance layer. EO Varna has listed a contract concluded on 16.12.2022 with a value of 1,074,695 Euros, but in this contract, EO Varna has been a member of the group of economic operators Bujar Shabani B.I., Adnan Bislimi B.I., Dashnim Jashari B.I.I. and Varna Sh.p.k., where the group leader was Bujar Shabani. Consequently, EO Varna has not fully completed the contract and does not meet the minimum required value.

The equipment offered does not meet the technical requirements. In the list of equipment and plants, 1 assembly device for cleaning elastic paths is requested. The EO declared the winner has offered two devices, one property of Shkembi Sh.p. k, model Boschung Tipi S2, which is a broom for cleaning streets, while for the device with invoice 25-SHV01-001-291 it has not attached any photo to prove its compatibility with the request of the tender dossier. The CA has claimed that the description of the invoice matches the request, but this is untenable since the tender dossier clearly requires the attachment of photos of the device.

The sketch/plan of the base facilities is not licensed as required.

In the tender dossier, the requirements on technical possibilities require the sketch/plan of the base facilities, stamped by a licensed designer, with a legend of the spaces. The EO declared the winner has submitted the project drafted by VM Idea Sh.p.k and the business documentation for VM Idea Sh.p.k, but has not attached the architect's license, thus failing to meet this requirement. The submitted tax certificate is expired.

The document with reference number 1001282519 is dated 09.09.2025, while the CA issued the decision for this activity on 29.12.2025. This means that the document was not valid at the time the decision was taken by the CA and consequently EO ILEAA-GR does not meet the eligibility requirements. The CA evaluated the bid based on an expired document and did not request a new tax certificate. Also, during November 2025, the Contracting Authority conducted a procurement procedure according to Article 35 of the LPP, i.e. a negotiated procedure without publication of a

contract notice for the winter maintenance of regional roads 2025-2026. In Lot Prishtina 2, the winner was ILEAA-GR Sh.p.k. Without any previous reference in the summer/winter maintenance of roads, which indicates that the winner was previously judged for this activity.

Taking into account all the above allegations, we request the Procurement Review Body to accept the undeniable arguments presented in this complaint as well-founded and to return the case for re-evaluation. We are obliged to protect our rights through all possible legal means, not excluding the opening of a criminal case against all persons involved in these legal violations.

The claims of the complaining economic operator “Damastion Project SH.P.K.” for Lot 13, with protocol number 2026/0049 dated 22.01.2026, are presented as follows:

The Contracting Authority in the Evaluation Report and in the Standard Letters has assessed that in LOT 13 - Prishtina 3 6 (six) responsive offers were received: LOT 13 - Prishtina 3 No Economic Operators Value (euro) 1. Arbotec Sh.P.K. 102.372. Bageri Sh.P.K. 118.323. Nnt Abc Sh.P.K. & B Corp Sh.P.K 157.834. Ilea-Gr Sh.P.K. & Varna Sh.P.K 191.235. 2a Group Sh.P.K & Via Egnatia Sh.P.K 314.136. Damastion Project Sh.P.K 320.56 30% threshold (average / 1.3): 154.41 Abnormally Low Tenders: First condition (at least three offers) - Fulfilled, because 6 offers were received. Second condition (30% threshold - average / 1.3) - Fulfilled for offer no. 1 and 2 Offer no.1 - Arbotec Sh.P.K.: $102.37 < 154.41$ Offer no.2 - BAGERI Sh.P.K.: $118.32 < 154.41$ Third condition (10% threshold - second offer / 1.1) - Fulfilled for offer no. 1 and 2: Bid no. 1: $102.37 < 107.56$ Bid no. 2: $118.32 < 143.48$ The winning EO “BAGERI” SH.P.K. has submitted a tender with abnormally low prices for Lot 13. Violated provisions of the LPP: The CA has recommended a contract for Lot 13 - Prishtina 3 to the EO “BAGERI” SH.P.K., with an abnormally low price, in violation of Article 61 of the LPP, Article 41 of the Regulation on Public Procurement and the selection criteria set out in the tender dossier. The CA’s response to the complaint: The CA did not provide a written justification for the rejection of the claim, contrary to the provisions of Article 108/A of Law No. 05/L-068.8.2 Technical and professional capacity - Project Manager The Project Manager must be a graduate engineer with 3 years of experience after graduation or a bachelor with 5 years of work experience after graduation, and must have evidence of at least 1 completed project in the capacity of Project Manager in the required field. Required evidence: ID card, CV signed by the engineer himself, diploma, employment contract with the bidder, references for previous work in the required field and evidence that he has managed at least one project in the capacity of Project Manager. Note: The Contracting Authority may verify any document (reference) and in case of doubt may contact the Kosovo Tax Administration. If the economic operator has submitted false data, its bid is automatically eliminated according to Article 99.2 of the LPP. Concrete fact: The reference issued by the employer NPSH “Bageri” for the Project Manager Mr. Shefqet Uruqi for the project “Summer and Winter Maintenance 2021/2022 of National and Regional Roads - Prishtina Region Lot 1” is false. According to the technical acceptance report (page 4, point 2.3), the Project Manager was Mr. Fatbardh Jakupi, and not Mr. Shefqet Uruqi, for whom the reference was issued. Violated provisions: The winning GOE has submitted false data in the bid, therefore the CA should have acted according to the criterion in the DT: “If the economic operator has submitted false data, it is automatically eliminated from the evaluation

and its bid is considered irresponsible to continue with Article 99.2 of the LPP.”8.3 Action and salt distribution planThe action plan must be detailed, signed and stamped according to the requirements of the technical specifications, including tables for each truck with the lengths of effective routes and the maximum time for completion of the intervention (the time calculated from the maintenance base to the most remote location of the Lot must not exceed 1.5 hours). Concrete fact: The winning EO “Bageri” SH.P.K. has not included in the intervention plan 259.52 km of effective road for Lot 13 - Prishtina 3, and the salt distribution plan is missing in its entirety. Violated provisions: The CA has acted in violation of Articles 7, 56, 59 of the LPP and Regulation No. 001/2022, Article 40.6, by recommending for the contract an irresponsible operator, who does not meet the selection criteria and mandatory technical specifications. The CA's response to the complaining claim: No written justification was provided for the rejection of the claim, in violation of Article 108/A of Law No. 05/L-068.8.4 Justification for return to reassessment Taking into account the above facts and arguments, the PRB should approve in full the request for reassessment of GOE “Damastion Project” SH.P.K., cancel the Notice on the Decision of the CA dated 29.12.2025 and return the case for reassessment for LOT 13 - Prishtina 3. Justification: For the fair and economic use of public funds. For equal and non-discriminatory treatment of bidders. For the avoidance of manipulative prices in the bid. For the respect of clear criteria set out in the tender dossier. GOE “Bageri” SH.P.K. has submitted false data about staff and technical capacities, does not meet the selection criteria, therefore it is automatically eliminated according to Article 99.2 of the LPP.

The claims of the complaining economic operator “Eurotrans Sh.P.K” for Lot 1, 2 and 12, with protocol number 2026/0052 dated 22.01.2026 are presented as follows:

AK-MMPHI has announced the procurement activity: Summer and winter maintenance of National and Regional roads of Kosovo for the next 3 years, with procurement no.: 205-25-4397-2-1-1 - LOT 1, 2 and 12.AK-MMPHI, in the above-mentioned activity, has eliminated us for the reasons: Eurotrans Economic Operator Group; Gan Logistic Doo; LINDA SH.P.K. is irresponsible for these reasons, based on the FDT criteria in the section Requirements on technical and/or professional capabilities, point 4, where it is requested (quote the request): Regarding the reasons for elimination, they do not hold, since we as GOE in our offer meet the required criteria of DT and NJK, both in the list of contracts carried out, as well as in the equipment and work tools. Clarification: Regarding the reason for elimination for the references of EO "Gan Logistic", which is also a member of the consortium for the activity in question, you as CA have unfairly eliminated us, since the references issued for EO "Gan Logistic" are references issued by third parties. This is not true, given the fact that the Public Enterprise for Maintenance and Protection of Main and Regional Roads in Skopje is a public enterprise that deals with the maintenance of Macedonian roads, which is proven by a state decision from the Republic of Macedonia. Your reasoning as the CA that this is a private company is not true, since this is an official document that confirms the public status of the enterprise. The Gan Logistic Company is a direct contractor with the State Public Enterprise and not, as you claimed, with private companies. We prove this through official evidence translated into Albanian. Therefore, our consortium member has high-level contracts signed directly with public companies and not private ones. At this point, you as the CA have unfairly eliminated us, by not

counting the public company's contracts as official references. The members of the evaluation committee and the Public Procurement Office should have requested additional clarifications according to Article 59.2 and 72 of the LPP in case there was any ambiguity about any reference or equipment. Also, regarding the second justification for our elimination, that we as the GOE have not proven equipment no. 3.4 - Front loader, with a minimum power of 75 HP, this is not true, as we have offered the Liebherr 566 Loader, year 2013, 190 HP, proven by the invoice attached to the submitted offer. The table with the equipment delivered has been partially scanned, but the equipment invoice is in the file, which proves that the required criteria are met. Based on Article 59.2 and 72 of the LPP, this could be requested as a clarification, as the equipment invoice was attached, but was not on the list. Also, Article 38.3 and 38.4 of Regulation 02/2024 on Public Procurement, as well as Guideline No. 002/2024 amending Guideline No. 001/2023 on Public Procurement, paragraph 10, clearly stipulates that: The Contracting Authority may request additional clarifications during the tender evaluation process. Therefore, based on this provision, the CA was obliged to request additional clarifications according to Article 59.2 and 72 of the LPP, due to budget savings, since we are the GOE with a cheaper price than the recommended EO. The CA has violated the legal provisions, since by not requesting additional clarifications it has damaged the budget of the Republic. So, you as CA have acted in violation of Article 7, 59, 69 and 72 of the LPP, favoring the EO with the highest price, in violation of Article 1 and 6 of the LPP for saving the public budget. If you do not take this request for review into account, we as EO will continue to oppose your decision, as you have not used the legal provisions for saving the public budget. The Contracting Authority has violated the provisions of Article 108/A of the Law on Public Procurement (LPP) - Preliminary resolution of disputes, as it has not conducted an objective, impartial and effective review of our request for review. In handling our appeal claims, the CA has given the same reasoning as in the notice of elimination, without reflecting and analyzing the concrete facts and evidence that we have presented in support of the request. Such an action constitutes a violation of Article 108/A of the LPP, as this article obliges the CA to examine the requests for review in a real and substantial manner, and not to repeat formal reasoning, violating the principles of legality, transparency, objectivity and equal treatment of economic operators. Furthermore, the CA establishes new claims during the review phase, for example, regarding the request: "Graduated traffic engineer". This claim does not stand, as we have requested clarification from the CA and it has confirmed through official responses that the references completed by the local road maintenance department are accepted as valid. During the review, the CA must be limited only to the complaint claims and the reasons for elimination already communicated, and cannot create new grounds for elimination, unless the case is returned to the re-evaluation process. This action contradicts Article 108/A of the LPP, since the purpose of the review is to verify the legality of the existing decision. In case this complaint is not taken into account, we will also address the Economic Crimes and the State Prosecutor.

-Evidence assessment and administration-

Based on Article 111 paragraph 5 in connection with Articles 113 and 114 of the LPP, the Review Panel on 22.01.2026 authorized the review expert to conduct the initial review of the file and the claims according to the complaint no. 0036/2026, 0041/2026, 0042/2026 and 0044/2026,

0046/2026, 0049/2026 and 0052/2026, while on 19.02.2026 the expert reports of the review expert were submitted.

Regarding complaint no. 0036/2026, the report was submitted with the following recommendations: "Based on the above-mentioned clarifications, the review expert proposes to the review panel that the complaint of the complaining EO be approved as partially grounded, the contract award notice for lots 11, 2 and 15 be canceled, and recommends that the case be returned for re-evaluation for these lots.

Findings of the review expert regarding complaint No. 0036/2026 of the economic operator "Sallahu" SH.PK

Claim no. 1: The first complaint claim according to complaint 36/25 is that the EO recommended for the contract for LOT 11 - Prishtina 1 - EO Integral Shpk, Milenium Konstruktion Shpk, has offered a price contrary to the requirements of the tender dossier, where for the preliminary estimate 4, position 4.1.2, the CA in the tender dossier has given this remark: "In the preliminary estimate 4 - Interventions and custody, for Position 4.1.2 - 24-hour custody time for a truck equipped with snowplows and salt spreaders, the maximum price offered cannot be greater than 15% of the value of Preliminary Estimate 4." The complaining EO claims that: "The estimated value of Preliminary Estimate 4 for Lot Prishtina 1, for the period 3-year contract, is 1,020,000.00 €. Consequently, 15% of this value is 153,000.00 €, which represents the maximum limit allowed for this position. In the Tender Dossier, according to the technical specifications: The number of days of custody per year is 135 days; The contract is foreseen for 3 years; The number of custody trucks for Prishtina 1 is 8. Based on these data, the total number of units for this position is: 8 trucks x 135 days x 3 years = 3,240. Consequently, the maximum allowed price for a unit (day/truck) is derived from the following calculation: 153,000.00 € estimated value + 3,240 custody with 8 trucks = 47.22 €. The Economic Operator recommended for the contract has offered the price of €100.00 per unit, which is significantly above the maximum allowed limit of €47.22, directly exceeding the 15% limitation set out in the Tender Dossier, consequently it has offered 31.76% of the estimated value for Pre-calculation 4, or €324,000.00, exceeding the estimated value of €153,000.00. "The EO has also raised the same complaint claim for two other EOs recommended for lot 15 - Prizren 2 and Lot 2- Ferizaj 2, therefore in the capacity of the review expert the answers given in this lot also apply to claims 3 and 5. The CA in rejecting the request for reconsideration, among other things, claims that: "... This limitation does not is set forth as an eligibility/elimination criterion in the Tender Dossier Forms and is not enforceably incorporated into the Pre-measure/Pre-calculation through any mechanism for calculating and verifying the 15% ratio at the bidding stage; consequently, it cannot serve as a basis for bidder elimination. Also, bidding in this activity was made with unit prices and not with total values predetermined for the Pre-calculation 4. Position 4.1.2 itself has a variable/non-predetermined character, as in the Pre-Quantity/Pre-Calculation it is specified that "the number of caretaker trucks is determined by the manager depending on weather conditions", while the determination period is defined in the technical specification. Consequently, in the bid evaluation phase, there is no objective basis to predict the quantity (number of trucks/24-hour period) and consequently neither to calculate a "value" of the Preliminary Estimate 4 on which the alleged

limitation would be applied...". The expert's opinion is that the CA's reasoning is unfounded, since the predicted value for the preliminary estimate 4 is known, the price offered specifically for position 4.1.2 is known, the number of trucks needed for custody is known, and the number of days per year (for three years) is known. The expert explains that the number of custody trucks is not related to weather conditions, and that weather conditions dictate not only the needs of the intervention, but also the custody. While the complaining EO has provided a concrete explanation based on the requirements of the dossier and the factual evidence (prices of position 4.1.2), the CA on the other hand does not dispute that the EO recommended have exceeded

Notwithstanding the requirement for Position 4.1.2 - 24-hour on-call time for a truck equipped with snowplows and salt spreaders, the maximum bid price cannot be greater than 15% of the value of the Preliminary Estimate 4. , is not determined in the FDT as claimed by the CA and according to the CA it is a request to supervise the implementation of the contract within the conditions of the tender dossier, the review expert explains that the prices offered for position 4.1.2 with more than 15% of the estimated value of the preliminary estimate 4, make it practically and theoretically impossible for the CA and the EO to respect the requirements of the dossier during the implementation of the contract, as they will be obliged to apply the prices as given in the offers of the complaining EOs, which prices are in contradiction with the price allowed in the tender dossier. Based on the above, we assess that the complaining claims for claim no. 1, claim 3 and claim no. 5 are grounded.

Claim no. 2: The second complaint claim is that: "The EO has submitted a list of contracts, in which it has presented a Contract for Summer and Winter Maintenance of National Roads, signed on 22.12.2022, as a three (3) year (36 month) framework contract, linked to the Ministry of Infrastructure. However, from the submitted documentation it results that: The request for the issuance of the reference was made on 26.05.2025; While the date of issuance of the reference 07.05.2025 represents a legal paradox, because the reference cannot be issued before it was requested, which raises serious doubts about the validity and reliability of this reference. Moreover, the contract in question has not yet been completed, since at the time of submission of the reference there were still 7 months left until its completion." The CA in rejecting the request for reconsideration gave the following justification as follows: "Response regarding the second complaint: The Economic Operator recommended for the contract has presented a reference number 705 dated 07.05.2025, which consequently meets the criteria." The review expert explains that the final request of the tender dossier was: "The total value of the contracts executed, completed in the field of Summer and Winter Road Maintenance for the past three-year period not less than 1,000,000.00 euros per each Lot." While documentary evidence was requested: "Evidence 4. Copies of contracts and Minutes of final acceptance (If applicable), References of works indicating the value, date, nature and location of projects in the Maintenance of National, Regional, Local or Motorway roads for the past three-year period." Being that the request for the dossier from the start says "contracts completed", this means that no contract that has not been completed can be called a completed contract. We believe that the CA reference provided for the recommended EO is acceptable since neither the Final Acceptance Report nor the Technical Acceptance Report has been provided, since these documents are applied by all contracting authorities. Based on the above, we assess that if the contested contract

has not been completed on the last day of the bidding deadline, then the complaint claim is grounded.

Claim no. 3: The complaining EO claims that Visar Tahiri (as an architect) does not match the nature of this activity, which involves road maintenance. We clarify that according to the requirements of the tender dossier, it is not specified what field of professional/academic training the project manager should have, but it is required that "Project Manager - Graduate Engineer with 3 years of work experience after graduation, or Bachelor with 5 years of work experience after graduation". Since the direction/field of the engineer has not been determined by the tender dossier, the same cannot be used as a reason for the evaluation or elimination of EOs, consequently, we assess that the complaining claim is unfounded.

Claim 4: The complaining EO claims that: "...The first contract, presented as a contract for the routine and winter maintenance of the A7 and A6 motorways, is not a contract of the Economic Operator B Famis Sh.p.k., but a contract where the contractor is the Company Famis CO HC, with a different NUI from that of B Famis Sh.p.k. Considering that; B Famis Sh.p.k. is a different legal entity, with a different NUI, and with a different date of establishment, it clearly results that this contract cannot be considered as an experience of the Economic Operator B Famis Sh.p.k. The presentation of this contract as a contract carried out by B Famis Sh.p.k. constitutes a false declaration to mislead the Contracting Authority, -The contracts presented with serial numbers 2 and 3 are subcontracted contracts by Damastion Project Sh.p.k. These contracts were presented simultaneously: • by B Famis Sh.p.k. as its own experience during the bidding in Lot Prizren 2 • and by Damastion Project Sh.p.k. as contracts executed by this company itself during the bidding in Lot Ferizaj 2. As a result, there is a duplication of the same contracts in different procurement lots, creating serious uncertainties regarding the identity of the real executor of the works, the role of each economic operator and the authenticity of the claimed experience. The complaining EO also adds that: "It is worth emphasizing that precisely this Economic Operator has been assessed as irresponsible in the procurement activity of highway maintenance for these claims raised (for equipment and lack of experience in similar contracts), since the same capacities have been presented in both projects, the CA cannot use double evaluation standards." After analyzing the CA's decision on the request for reconsideration, we have not found that the CA has responded to this complaint claim. After analyzing the case files, and researching through the ARBK website, we have found that B Famis SGPK and Famis Co HC are businesses that appear to be both active, and are different entities with different unique numbers. Based on the above, we assess that the complaint claim is well-founded.

Claim no. 5: The complaining EO at this point claims, among other things, that: "According to the Tender Dossier, for the performance of summer and winter road maintenance works, it is required that the transport vehicles (trucks) be equipped with: Snow plows (plows); Automatic salt spreaders, and a minimum engine capacity of 110 HP. From the documentation submitted by Economic Operator B Famis Sh.p.k., it results that: The trucks are presented separately, where the Tipper type truck is registered with a registration booklet that does not indicate the specific equipment for winter maintenance (e.g., snow plows and automatic salt spreaders). In the documentation, equipment such as plows and spreaders are not verified in the registration

booklets as an integral part of the vehicle. This situation is of particular importance, because equipment that is not officially registered as part of the vehicle and cannot be considered available and functional during the execution of the contract". The CA in the decision on the request for review emphasizes that: "The Contracting Authority rejects as unfounded the claim that the trucks of the recommended EO are not considered equipped because the plows and automatic salt dispensers do not appear in the registration booklets, since the recommended EO has submitted supporting documentation for the declared trucks (including technical data) as well as supporting documentation for the relevant equipment (plows and salt dispensers) which are available to be mounted and used with these trucks during execution, therefore the DT's request is considered fulfilled". The reviewing expert assesses that the circulation booklets may not contain data on all parts that are mounted on the truck, due to the fact that these devices can be mounted on the vehicle (truck) after the purchase and registration of the vehicle. Based on the above, we assess that the complaint is unfounded. The expert report has been accepted by both parties to the procedure, where the Contracting Authority did not agree with the opinion given by the review expert, while the economic operator agreed with the opinion given by the review expert.

Regarding complaint no. 0041/2026, the report with the following recommendations was submitted: "Based on the above-mentioned clarifications, the review expert proposes to the review panel that the complaint of the complaining EO be approved as partially grounded, that the decision of the CA for lot. 11-Prishtina 1 be annulled and the case be returned for re-evaluation, while we recommend that the decision of the CA for lot. 13 Prishtina 3 remain in force".

Findings of the review expert regarding complaint No. 0041/2026 of the economic operator "Tali SH.P.K."

Introduction: Initially, through complaint 41/26, the complaining EO raised a number of complaint claims against the two EOs recommended for the contract for the disputed lots. These complaint claims for both EOs were almost identical for the two EOs and were generalized, without any clarifications or concrete evidence, but only claiming that the specified documents are suspected of not being in accordance with the requirements of the dossier, claims which cannot be addressed by the review expert as long as there is no concrete claim as to which document and which elements of that document are not in accordance with the requirements of the tender dossier. However, within the same complaint, starting from the bottom of page 17, the complaining EO, after accessing the official documents, raised its complaint claims by generally reducing the number of claims and providing concrete clarifications for most of the claims as to which elements are documents/evidence which the complaining EO considers to be in contradiction with the requirements of the dossier. The review expert, in continuation of this report regarding the claims against the EOs recommended for contract, will respond to the complaining claims starting from the bottom of page 17 of the complaint.

Claim no. 1: The first complaint claim relates to the CA's reason for eliminating the complaining EO, where according to the CA, the same has not provided evidence of cash or unconditional access to credit in the requested amount. The complaining EO claims to meet the request in

question by referring to the bank confirmation of the Economic Bank, which document states that Tali Shpk has an active limit in the total amount of €800,000. The CA, in rejecting the request for reconsideration, among other things, emphasizes that: "From the analysis of the bank documentation submitted by the GOE, it results that the Confirmation Letter from the Economic Bank does not prove cash or unconditional access to credit, but only the existence of an active credit limit (overdraft), which is conditional, depends on the bank's policies and does not directly guarantee the availability of financial resources for the implementation of the specific project, as expressly requested in the tender dossier. For Consequently, the CA finds that the submitted banking documentation does not meet the criteria set for the economic and financial situation, as it does not prove the existence of cash or unconditional access to credit for the project in question. The review expert assesses that based on the document provided by the EO, dated 26.11.2025, it cannot be known what the status/balance of the limit/overdraft was. That is, it is not known whether this overdraft limit has been used in full, partially, or has not been used at all. This would be known if the bank had clearly stated in this document how much money was left for overdraft from the allowed limit of €800,000. The review expert considers that the CA should not have assessed the document in question as inadmissible, at least without requesting a concrete confirmation from the bank as to what the status/balance of this credit limit was on 26.11.2025 when the bank issued the confirmation. The review expert assesses that the complaint claim is partially grounded.

Claim no. 2: The second complaint claim is related to the CA's reason for eliminating the complaining EO, where according to the CA the same does not fulfill the requirement "The total value of the contracts implemented, concluded in the field of Summer and Winter Road Maintenance for the past three-year period is not less than 1,000,000.00 euros for each Lot." The CA emphasizes that the consortium member EO XHAST has implemented only 49% of the contract in question according to the official documents provided by the complaining EO. The EO claims that the company Xhast had an internal agreement with the company Mela through which the EO Xhast takes over the implementation of 100% of the works. The EO also claims that there were other contracts such as that of the EO Company Zuka Commerce SHPK with the Municipal Assembly of Gjilan entitled "Regulation and opening of third-order roads, river cleaning, landfill management and removal of illegal dumps, etc. First, we clarify that as claimed by the CA, EO Xhast has only implemented 49% of the contract according to the official documents of the relevant CA provided by the complaining EO itself. As for the fact that Xhast, by internal agreement, assumed 100% of the contract implementation, for us it is initially difficult to be credible since we do not have any evidence from the EO (official documents from the CA in this case, bank transfers with a description of the payment, etc.), and second, the internal agreement for which the EO claims to be from 2024, we have no way to objectively prove that the same existed before the deadline for delivery as required by the provisions of the LPP, since the same was not part of the offer and was offered by the EO later. Regarding the claim that the CA should have considered other contracts and not based only on the name, this would be true if the request of the dossier was "similar contracts/work/services", but in this case the request is "contracts implemented, completed in the field of Summer and Winter Road Maintenance". In addition, the EO does not indicate which contracts meet the requirements of the CA, except for the one mentioned above between Zuka comerc and the Municipality of

Gjilan, which we assess is not in accordance with the requirements of the dossier in the field of Summer and Winter Road Maintenance. Based on what was mentioned above, we assess that the complaining claim is not grounded.

Claim no. 3: CA in justification of the elimination of the complaining EO, among other things, emphasizes that: "...In the specific case, from the documentation presented in the bid by GOE for engineer Mr. Gani Limani, there are factual and temporal discrepancies between the CV, the employment contract and the issued references, since the employment contract with EO "Tali" was concluded on 01.05.2024, while the references attribute to this engineer professional engagement in projects carried out in earlier periods. GOE's claim that the engagement of engineer Mr. Gani Limani was in the form of secondary work is not proven by relevant documentation in the bid and is not supported by the evidence presented. On the contrary, from the verification of official data through the system of the Kosovo Tax Administration (ATK), which enables the verification of employers' declarations for their employees, it results that this person is declared as employed with primary relationship to EO "Tali" only for the period after the conclusion of the employment contract, respectively from 01.05.2024, while for the previous periods, for which the submitted references were issued, it is not declared as an employee (neither primary nor secondary) with this economic operator." The complaining EO claims that the evidence, justification and documents to which the CA refers were not a request of the tender dossier and cannot be used as justification for the elimination of the EO.

Also, the complaining EO claims that for all the references issued to Mr. Limani, the same person was indeed engaged in those projects and that in case of doubt, the CA could have requested additional clarifications from the EO. The complaining EO, among other things, claims that: "We clarify that this reasoning does not hold, since for the projects to which this engineer was issued a reference, this engineer was engaged in secondary work at the company Tali SHPK. So this engineer was engaged in these projects and for this reason the references were issued. References are issued for the engineer who was engaged in the respective projects and are not related to the primary or secondary work or engagement for the project, therefore 8 references were issued for this engineer. If there was a dilemma, the contracting authority regarding this evidence could have requested additional clarifications from us or directly contacted the engineer in question. As for the contract to which the CA refers, we clarify that the contract is related to dated 01.05.2024 and is a regular contract, therefore this contract is valid and absolutely does not conflict with the work that this engineer has done in the mentioned projects and for which the references are attached". The review expert assesses that the CA, regardless of whether Mr. Limani has been declared in TAK or not, the CA has not proven that Mr. Limani has not been engaged in those projects. The expert's opinion is that the CA could have proven such a thing through official documents (where possible) or even by verifying through the contracting authorities themselves. The complaining EO for Mr. Limani has provided the documents required in the tender dossier, which are the contract with the employer and the references. Based on what was mentioned above, we assess that the complaining claim is partially grounded and that the CA has not proven that Mr. Limani has not been engaged in the projects contested by the CA.

Claim no. 4: The last reason for the elimination of the complaining EO regarding the equipment in the specific case, in rejecting the request for reconsideration, the CA states that: "In the specific case, regarding the winter trucks presented by the GOE, the bid documentation does not contain complete and verifiable evidence confirming the possession of the salt and plow, as expressly required in the FDT, while the lack of these substantial data in the accompanying documentation (including the SUD and relevant evidence of the equipment) cannot be replaced by subsequent statements that do not clearly identify and explain on which provable facts this claim, photograph or offer for verification on the ground after the opening of the bids is based. In relation to the complaining claims for the Thomas Babycrapoe equipment, year 1978 in relation to the DT's request for "Snow thrower (Schmidt or similar)", the CA finds that, although The complaining EO claims that this equipment is not subject to registration, this claim is not supported by any concrete factual or legal evidence (normative act, legal provision, administrative instruction or competent official document) that would prove the exemption from the registration regime, as required in the tender dossier for equipment subject to registration. Consequently, the failure to submit the registration booklet for this equipment constitutes a failure to comply with the tender dossier requirement. Also, regarding the mobile signaling vehicle, from the very description of the request, it follows that it is a trailer or light semi-trailer, which, in accordance with Article 39 paragraph 2 of Law No. 05/L-132 on Vehicles, must have an identification plate and a technical inspection certificate. The claim of the complaining EO that the reference to the legislation on vehicles is not correct does not stand, since the relevant law constitutes a direct and binding source and does not need to be explicitly described in the tender dossier. The complaining EO, as a professional entity with expertise in the field of public procurement, had the responsibility to clarify in a timely manner (in the preliminary phase) before bidding all the dilemmas regarding the requirements set by the CA in the DT, while after accepting the conditions of the tender dossier, it was obliged to submit in a timely manner all the necessary evidence for the fulfillment of the requirements, which in this specific case did not happen. In these circumstances, the lack of an identification plate and a technical inspection certificate for this equipment constitutes a substantial failure to fulfill the requirements of the tender dossier.

The complaining EO claims that: "Regarding the reason for the elimination that the winter trucks with license plates 06-

988-EL and 06-415-CB lack the proof of the salt and the plow, we clarify that these trucks have the salt and the plow and this fact can be proven with photographs of these trucks where the registrations and license plates of the respective trucks are visible. You can verify this fact whenever you want, where you can come to the scene and see it, while as for what is not marked in the DUD, this part belongs to the Customs and where in certain cases not all parts are marked in the DUD. But what is important is the fact that these explanations of ours can be proven very easily based on the photos and if the commission comes to us. Regarding the Thomas Babycrabe device from 1978, we clarify that this device is not registered and we cannot be eliminated with this justification, and also was a request of the tender dossier, therefore this action is in

contradiction with Article 56.3 of the LPP. - Also, the other reason for the elimination regarding the signaling device is an unfounded reason and is in complete contradiction with Article 56.3 of the LPP since no other specific evidence was requested for this device. In point 5 of Article 9.1&9.2 of the FDT it is clearly stipulated that for devices that are not registered, ownership documents, sales contract, invoice must be provided. The evidence has been provided by us and normally we have fulfilled this request and we cannot be eliminated for requests that were not specified in the tender dossier. The reference to the Law on Vehicles is not a fair reference because in order to provide any evidence with the bid, it must be placed in the tender dossier, and not what the law stipulates, because the tender dossier is the basic material on the basis of which the bid is prepared. "Regarding the winter truck, the review expert considers that the vehicle documents or customs documents as standard documents may not contain all the details/specifications of the vehicle that the CA has requested in the tender dossier. The complaining EO has attached as evidence photographs of the Zuka Commerce truck through the complaint, where it can be seen that the same has the plow and salt dispenser mounted, therefore we consider that the CA, in addition to the on-site verification as proposed by the complaining EO, could request additional clarifications from the EO such as purchase invoices, etc., since through the photographs it can be seen that the truck with the same license plate number has the necessary accompanying equipment mounted. As for snow thrower and mobile signaling vehicle for which the complaining EO claims that they are not registered, the review expert shares the same opinion as the CA that vehicles that will participate in traffic on public roads in the Republic of Kosovo must be registered. Based on the above, we assess that the complaining claims for equipment are only partially grounded.

Claim no. 5: Regarding the complaining claims against the EOs recommended for contract for Lot.11 and Lot.13, initially the complaining EO claims that the EO Integral recommended for lot.11, from the access to the documents, the consortium agreement, the bank confirmation, the professional technical staff were not provided, therefore the same considers that these documents were not provided by the EO. The review expert explains that the EO Integral has requested that the economic, financial and technical/professional capacity be treated as a business secret and in these circumstances the review expert is not authorized to publish the documents in question. However, after analyzing the offer of the EO recommended for contract, we inform the complaining EO that all these documents are found in the offer of the EO recommended for contract, including the annual declarations of TAK.

Claim no. 6: Regarding the EO recommended for contract for lot 13, the complaining EO initially claims that the reference issued for the project manager of Bageri no longer matches the minutes of the CA where Mr. Jakupi appears in the Minutes of the CA-MI. In our capacity as a review expert to verify the factual situation, we have requested additional clarifications from the CA, and in response we have received the following documents: Appointment of Mr. Uruqi as project manager, this document stamped and signed by the four members of the consortium of that project. We have also received the statement of the project manager of the CA, Mr. Ymeri, who confirmed that the contacts with the EO representative in the capacity of the EO project manager were with Mr. Uruqi. We have also been provided with the statement of the recommended EO Bageri that Mr. Uruqi was engaged in the realization of that contract as project

manager and that Mr. Jakupi was sent as a representative of the EO only in the event of completion/technical acceptance. In these circumstances, the review expert considers that Mr. Uruqi was the project manager during the implementation of the project, despite the fact that in the end, in the event of technical acceptance, another person was sent as a representative. Based on the above, we assess that the complaint claim is not grounded.

Claim no.7: EO claims that the EO recommended for lot 13 does not meet the request for confirmation from the bank as it does not state that it has unconditional access to credit, but only specifies how much money it has in its account at the time the document is issued. We consider this complaint claim to be unfounded and meaningless, since the request of the tender dossier regarding this issue is as follows: "EO has available funds in its bank account or unconditional access to credit". This means that the first option to prove the financial capacity for the implementation of the contract is available funds, while access to credit is given as a second option (of course for those EOs that do not have available funds). The recommended EO has provided confirmation from the bank where the bank states that on the date of issuance of that confirmation (26.11.2025) the EO has available funds, which in this case exceed the necessary amount requested by the CA. The same situation is for the other EO recommended for lot 11. Based on the above, we assess that the complaint is unfounded.

Claim no.8: The complaining EO claims that the road maintenance contract is in the name of EO Bujar Shabani who is not a member of the EO Bageri group. We inform the complaining EO that the ARBK certificate with the accompanying evidence of ARBK of Bageri SHPK, proves that the company Bujar Shabani BI with the trade name Bageri Npsh this business changes type to a limited liability company and takes the name "Bageri shpk" and is a continuation of the previous business. Based on what was mentioned above, we assess that the complaining claim is unfounded.

Claim no. 9: EO claims that regarding the equipment, EO Bageri has offered an excavator while the request of the dossier is an excavator, and that the "Albania trucks" do not indicate that they are snow trucks but only have photos. After analyzing the offer of the EO recommended for the contract, we inform the complaining EO that the EO recommended for the contract, in addition to excavators for the Winter equipment, for the Summer maintenance equipment, the EO has also offered an excavator. In addition to the excavators offered by the EO, the same EO has attached several agreements for renting equipment including other excavators - additional ones. Regarding the fact that the "Albania trucks" do not indicate that they are snow trucks but only have photos, initially we are unclear to which truck the EO refers without a description or further clarification, however we reiterate that the circulation booklets as standard documents may not contain all the information specified by the CA in the tender dossier, but this does not mean automatic elimination of the EO and does not mean that that vehicle does not have those equipment. Also, the complaining EO itself was eliminated for similar reasons and the complaining EO itself claims through photos to prove the suitability of its equipment, but now according to the complaining EO this does not apply to other EOs!. In addition, the recommended EO, in addition to the trucks from Albania offered on behalf of the EO, has also

offered a truck rental agreement where other additional trucks are also part of them. Based on the above, we assess that the complaining claim is not grounded.

Claim no. 10: EO claims that half of the EO's machines lack technical specifications and asks the expert to analyze them because they do not match the requirements of the dossier. The review expert explains that in the capacity of an expert we cannot play the role of the complaining EO's lawyer and it was the obligation of the complaining EO to identify the equipment and identify the deficiencies that it considers do not match the requirements of the dossier. We consider that it is not serious and unprofessional to just say that half of the equipment is not as requested and let the expert analyze which equipment has which deficiencies that do not match the requirements of the CA!

Claim no. 11: The complaining EO claims that the EO recommended for L.13 and the EO recommended for Lot.11 for some positions have offered prices that are not normal by comparing the prices offered by the recommended EO and the prices that the complaining EO claims to be market prices. The review expert in this case considers that even if we can confirm that these prices are lower than market prices, this does not mean automatic elimination of the EO and does not prove that the EO cannot perform the contract at the same prices. For example, even if the manhole covers are offered at a low price compared to market prices, if the quantity of these products is small compared to other positions that carry the majority of the contract value, the EO can supply these products even at prices lower than the supply prices. In the specific case, no approximate quantities have been foreseen for these positions and the bidding EO bears its own risk in case the CA's request exceeds the forecasts that the bidding EO has made during the preparation of the bid. On the other hand, the CA bears the responsibility that during the execution of the contract the prices offered by the EO are respected. In the specific circumstances, we assess that the treatment of abnormally low prices remains at the responsibility and discretion of the CA. Based on the above, we assess that the complaint claim is unfounded.

Claim no. 12: Regarding the complaint claims against other EOs eliminated by the CA, we consider that they are grounded complaint claims as long as the same EOs did not exercise the right to appeal to the PRB after their elimination by the CA. Clarification regarding the expert's recommendation: The expert's recommendation for annulment of the CA's decision for lot. 11 and return of the case for reassessment for Lot. 11 is as per the results of complaint 36/26. The expertise report has been accepted by both parties in the procedure, where the Contracting Authority has not declared with the opinion given by the review expert, while the economic operator has not agreed with the opinion given by the review expert.

Regarding complaint no. 0042/2026, the report with the following recommendations was submitted: "Based on the above-mentioned clarifications, the review expert proposes to the review panel that the complaint of the complaining EO be approved as grounded, the contract award notice be canceled and the case be returned for re-evaluation."

Findings of the review expert regarding complaint no. 0042/2026 of the EO "Joos & Krasniqi - Baze Sh.P.K."

Claim no. 1: The first complaint claim relates to the reason for the elimination of the complaining EO, where according to the CA in rejecting the request for reconsideration it is emphasized: "The Contracting Authority, after reviewing the complaint claim related to the rejection of the staff criterion according to point no. 1 and 3 of the FDT (Project Manager and Communications Engineer), clarifies that the claim is unfounded and the reasoning in the Standard Letter stands, since the documentation submitted by the EO/GOE for the proposed persons (including Mr. Enver Gashi and Mr. Zijadin Kastrati) has not clearly and unconditionally proven their commitment/availability for this procurement activity in accordance with the FDT request. The contracts submitted result as relationships/contracts of a secondary nature and, as such, do not automatically guarantee the availability of staff for the specific project without a commitment document. dedicated; moreover, the FDT has expressly stipulated that when staff is provided through engagement (including cases when it is not directly integrated into the composition of the EO for the execution of the project), the evidence must be a "contract of employment or agreement for specific work/collaboration" specifying the project title and the procurement number, precisely to eliminate ambiguity on the exclusivity/real engagement of the staff in this contract; the fact that the persons are declared in the ATK on a monthly basis or that they are "regular staff" of a member of the GOE does not replace the FDT's requirement for clear documentation of the engagement for the project nor does it fill the essential deficiency of the documents submitted (the lack of reference to the project title and procurement number, as well as the lack of an act guaranteeing their availability for this activity); consequently, The CA acted correctly when it found that the request for the two positions in question was not fulfilled and the claim on this point is rejected as unfounded, with the decision of the CA remaining in force. The complaining EO claims that the CA is making requests that were not included in the tender dossier, and the staff contested by the CA is employed under a regular contract with the EO and there is no need for contracts for specific work under the name of this project.

The EO, among other things, claims that: "We have not engaged staff as requested in points no. 1 and 3 of the FDT (Attention), but the staff presented for points no. 1 and 3 of the FDT are regular staff of the GOE Member (Leader JOOS & KRASNIQI - BAZE SH.P.K.), and the same have regular employment contracts, where this staff have a secondary employer. So we did not need to present employment contracts or agreements for specific work for cooperation with the employer by specifying the project title and procurement number, because the staff for points no. 1 and 3 of the FDT are staff who are regular employees, but only have a secondary employer. For the staff requested in points no. 1 and 3 of the FDT, we as the GOE have presented the following staff: 1. Mr. Enver Gashi 2. Mr. Zijadin Kastrati For the two above mentioned we have offered all the evidence requested with the FDT and also the regular employment contracts. The same are declared in the ATK on a monthly basis and you can find them in the List that we are attaching to this request for review in serial number: 34. Mr. Enver Gashi and serial number 82. Mr. Zijadin Kastrati". The review expert considers that the terminology used by the CA "has not clearly and unconditionally proven their commitment/availability for this procurement activity" are not criteria or requirements of the tender dossier. The CA with the tender dossier has requested employment contracts (without specifying primary or secondary) and the EO has offered employment contracts. Based on the above, we assess that the complaining claim is

grounded and that the CA's decision was made in contradiction with the requirements of the tender dossier.

Claim no. 2: CA in rejecting the request for reconsideration regarding the equipment emphasizes that: “The Contracting Authority, after reviewing the Complaint Claim II regarding the equipment for point 1.3 of Annex 1 of the DT (iron-iron vibrating cylinder 2-5 tons, 2 equipment), clarifies that the claim is unfounded since, although in the List of Equipment EO/GOE has declared that these equipment are rented from Seferi CO sh.p.k., in the submitted offer no lease agreement has been presented to include and identify these specific equipment, on the contrary the attached agreement refers to other equipment and not the equipment required in point 1.3, therefore the declaration in the list and the customs SUD are not sufficient to prove their availability through a valid lease relationship; also, the clarifications according to Article 72 paragraph 3 of the LPP cannot be used when the lease agreement exists, but these equipment are not presented in that agreement or to fill a fundamental deficiency or to replace the basic document that should have been part of the bid at the time of submission, while the “new agreement” submitted with the request for reconsideration cannot be accepted because it cannot be reliably proven that it existed and was valid before the date of submission of the bid, which would violate equal treatment and the rules of evaluation solely on the basis of documents submitted within the deadline; consequently, the CA has established non-fulfilment of the requirement for equipment in point 1.3 and the claim is rejected as unfounded, the decision of the CA remaining in force. The Evaluation Commission is based on this "Rent Agreement" where it is clearly seen that the equipment that is missing but which is presented in the list of equipment is not part of this rental contract. The complaining EO claims that in addition to the rental agreement, other evidence such as customs documents have been provided and all the data of the equipment that is the subject of the rental agreement have been provided, therefore the CA can request additional clarifications. The review expert, starting from the fact that the rental agreement exists, and that other evidence such as customs documents have been provided for the equipment, then the "new agreement" can be considered as a clarification of the agreement contained in the offer of the complaining EO. If the company that is a party to the agreement confirms that it was and is the owner of the equipment in question, in the opinion of the expert, then we are not dealing with a material change to the offer. Based on these mentioned above, we assess that the complaint is well-founded.

Claim no.3: Regarding the reason for elimination that a member of the group has been withdrawn from the consortium, the review expert shares the same opinion as the EO that the public procurement regulation in force 02-2024 does not penalize the group as a whole, but the remaining member can continue alone if the same manages to meet the requirements of the dossier, while the measures/penalties are taken only against the member who has withdrawn from the group. Quotes from Article 26, paragraph 26.11: “...If a member of the group withdraws after the submission of the tender (during the evaluation phase), the Contracting Authority will continue with the remaining member if the remaining member meets the conditions provided for in the Tender Dossier. In this case, against the member who withdraws from the group, the Contracting Authority will initiate the disqualification procedure in accordance with Article 99.2 of the LPP. If during the execution phase one member of the group withdraws and the remaining

member cannot ensure the implementation of the contract alone, then a change in the composition of the group may be proposed, but this change cannot be made without the consent of the evaluation committee of the Contracting Authority. In this case, the CA must ensure that the execution of the contract is implemented according to the terms of the contract and the EO proposed for replacement must meet the eligibility requirements and selection requirements that were met by the EO withdrawn. Based on the above, we assess that the complaint claim is founded.

Claim no. 4: Regarding the reasons for the elimination by the CA, which were not initially set out in the standard letter on the elimination of the EO, but were added when the request for review was rejected, the review expert shares the same opinion as the complaining EO that such a thing is not permitted by the provisions of the RRPP, article 10/A, point par.8. LPPP, article 108/A, provides that the CA may reject a request for review when “the contracting authority has reviewed its decision in the light of what is requested by the complainant”. The complainant in this case did not request new reasons for elimination, but requested the treatment of the existing reasons and contested them. At this stage, we consider that the new reasons for elimination against the complaining EO are unacceptable within the meaning of Article 108/A mentioned above. The expertise report has been accepted by both parties in the procedure, where the Contracting Authority did not agree with the opinion given by the review expert, while the economic operator agreed with the opinion given by the review expert.

Regarding complaint no. 0044/2026, the report with the following recommendations was submitted: “Based on the above-mentioned clarifications, the review expert proposes to the review panel that the complaint of the complaining EO be approved as grounded, the contract award notice be canceled and the case be returned for re-evaluation”

Findings of the review expert regarding complaint No. 0044/2026 of the economic operator “Lika Company SH.P.K.”

Claim no. 1: The first complaint claim is that the EO recommended for the contract has not provided evidence of the equipment as requested in the tender dossier. Specifically, the complaining EO claims that: “1. Among the equipment and mechanism required for Lot 9 Peja 1 are: 1.3. Vibrating cylinder with iron-iron wheels weighing 2-5 tons, while the group of EO recommended for the contract has provided a tax invoice for a used roller where the required specifications or weight are not written, therefore it is not according to the request of the tender dossier. 1.10. Mounting equipment for cleaning elastic pads, while the group of EO recommended for the contract has provided a DUD R 7794 in the name of Via Egnatia SHPK, where it is written: Parts of road cleaning machines - Rotating forks that are placed on used road cleaning machines. This equipment is not according to the request of specified in the equipment. So it is not a mounting part for cleaning elastic materials but is another equipment, therefore the above-mentioned requirement of the tender dossier has not been met. 1.11. Wheeled excavator with a weight of min. 8 tons, while the group of EO recommended for the contract has provided an invoice and DUD for the M316D VA ROTOTILT wheeled excavator but has not provided evidence that it is registered, therefore the requirement No. 5 of Article 9.1&9.2 of the FDT where it is requested: 5. The list of equipment, tools and technical installations that are necessary

for the implementation of the project according to the technical specification must be signed and stamped by the EO. Evidence 5. The equipment that is registered must be proven with the registration booklet (the equipment must be valid for registration), while other equipment, the EO must prove with a document for the ownership of the equipment (sales contract, invoice, DUD). So, the request was that the equipment that is registered must be proven with a booklet and the equipment must be valid for registration, while for this equipment the group of EO recommended for the contract did not provide any evidence, the registration booklet, therefore it did not fulfill this request and their offer is considered irresponsible. 1.12. Grader weighing from 10 to 20 tons, while the group of EO recommended for contract has offered an invoice and DUD on behalf of 2A Group but has not provided proof that it is registered, therefore the requirement No. 5 of Article 9.1&9.2 of the FDT has not been met. 1.16. Hand-held blower, with gasoline combustion, while the group of EO recommended for contract has offered an invoice issued by Euro Mall KS SHPK but this invoice has not been accepted by the buyer Via Egnatia SHPK, therefore it is not signed by this company. 3.4. Front loader, min. power 75 kW, while the group of EO recommended for the contract has provided an invoice in the name of Via Egnatia SHPK but has not provided proof that it is registered, therefore, requirement No. 5 of article 9.1&9.2 of the FDT has not been met. The CA in rejecting the request for reconsideration claims that: "... Regarding the claims for points 1.12 (grader), 1.16 (gasoline hand sweeper) and 3.4 (front loader), the CA clarifies that the FDT's request was not that the heavy machinery must necessarily have an active registration period, but that the availability/possession or right of use be proven with relevant documentation; consequently, the documents submitted (invoice/DUD and accompanying evidence) are considered insufficient to verify the equipment, while the lack of a registration booklet/term for these vehicles does not constitute non-fulfillment of the criterion, nor does the claim for the invoice for the vacuum cleaner make the equipment non-compliant since the invoice and the documentation submitted verify its supply/availability; For these reasons, the claims are rejected as unfounded and the offer of the recommended EO group is not considered irresponsible..." The review expert gives the opinion that in the specific case, the main problem is not whether the equipment is with an active period or not, although this was decisively requested in the tender dossier, requirement 5, evidence 5: "The equipment that is registered must be proven with a registration certificate (the equipment must be with a registration certificate). The expert's opinion is that the main problem is that no registration/traffic certificate has been provided for the machinery that will be participating in traffic on public roads (taking into account the very nature of the procurement activity), which in the expert's opinion are frontal loaders, graders, etc. Based on the above, we assess that the complaint claim is grounded, and that traffic certificates must be provided for the equipment that will be participating in traffic on public roads.

Claim no. 2: Regarding the complaints about professional staff, where the EO claims that Mr. Muqolli and Mr. Latifi have contracts that are referred to in the work regulations that were not in force at the time of the conclusion of the contract and are not in force now, that their salaries of 250 and 300 euros are in contradiction, the pensioner status of Mr. Muqolli, as the CA has emphasized in rejecting the request for reconsideration, the review expert also believes that these elements were not a requirement of the tender dossier, and the form and content of these contracts is a matter of the internal organization of the company. Also, the claim that Mr. Morina

does not meet the requirement of the dossier for experience, the expert explains that according to the dossier a project in road maintenance was requested and the recommended EO has provided evidence of reference from Alko Impex for winter maintenance and routine road maintenance - Municipality of Dibër (2021/2022- 2022/2023). Based on the above, we assess that the complaint is not founded.

Claim no. 3: The complaining EO claims that the EO recommended for the contract did not offer contracts for 30 employees as requested in the tender dossier. The CA in response emphasized that after additional clarifications, regular contracts for the staff were offered. The review expert, after analyzing the case files, through E-Procurement, confirmed that the EO offered additional clarifications and regular contracts for the staff. In addition, the recommended EO's offer also includes lists of TAK and the names of employees, where in 2025 it has declared over 80 employees. The review expert gives the opinion that the lists of employees in TAK objectively prove that the contracts offered in additional clarifications existed before the deadline for bidding. Based on the above, we assess that the complaining claim is not grounded.

Claim no.4: The complaining EO claims that the EO recommended for the contract, despite the request of the dossier that 8 trucks should be offered for Peja 1, has offered 10 trucks: "In the maintenance map (Action plan and salt distribution according to the Technical Specification of DT) of the roads for salt distribution, the group of the EO recommended for the contract has foreseen 10 trucks (ten trucks) while 8 trucks (eight trucks) have been requested. With 10 trucks (ten trucks) calculated for the reaction, this group of EO has gone beyond the request of the tender dossier and the technical specification of DT and if 10 trucks (ten trucks) are calculated then the costs of the contracting authority increase, therefore, bidding in this way makes their bid irresponsible. Therefore, the maximum reaction time was requested to be prepared with 8 trucks (eight trucks) and not with 10 trucks (ten trucks) as has calculated the EO recommended for the contract." The complaining EO also emphasizes that: "The CA has stated that the EO recommended for the contract has met the maximum reaction time, but we clarify that the maximum reaction time should have been achieved with eight trucks according to the request of the tender dossier, and not with ten trucks as the EO recommended for the contract did". The complaining EO also claims that for this reason the group of EO recommended for the contract was eliminated in the tender "Routine and winter maintenance of the A7 and A6 Motorways of the Republic of Kosovo for the years 2025, 2026, 2027, 2028 for Lot 1, Lot 2, Lot 3 and Lot 4 with no. proc: 205-25-5527-2-1-1. The review expert gives the opinion that in the concrete case, the greater number of trucks may have an effect on costs for the CA, especially when we consider the truck custody payments. The review expert assesses that the complaint is partial and it remains for the review panel to make a final decision regarding this issue.

Claim no. 5: The complaining EO claims that the management plan offered by the complaining EO is not as detailed as requested in the tender dossier by the CA. The complaining EO claims that: "The tender dossier requested a traffic management plan that is as detailed as possible, while the group of EOs recommended for the contract has offered a non-detailed traffic management plan, where only the first page lists the data of this activity (where the regions or Lots for which it has bid are not mentioned), but inside on page No. 3 under 1. Introduction and

1.1. Project description it is written that this traffic management plan is for another project, specifically for the project that extends from the village of Struzhe to the junction with the “Ibrahim Rugova” highway in the South of Prizren and covers the length of L-6 + 913.73 km. Therefore, this traffic management plan is not in accordance with the requirements of the tender dossier and for this document, additional clarifications are not allowed according to Article 72 of the LPP because it is a document prepared by the company. This request is within the framework of the Pass/Fail qualification requirements, therefore the group of EO recommended for the contract is irresponsible. The CA in response has emphasized that the management plan meets the requirements of the tender dossier, and that the name issue may be a technical error. The review expert gives the opinion that the issue of “as detailed as possible” is not something measurable, and is a relative requirement, since something that is simple for one party can be assessed as something complicated for the other party. However, we can confirm that within the traffic management plan it states: “This project extends from the village of Struzhe to the junction with the “Ibrahim Rugova” Highway in the South of Prizren and covers a length of L=6+913.73km. This terrain almost follows the existing axis of the road where it crosses a mountainous terrain.” The review expert assesses that the CA at its own discretion has treated this as a technical error. “The economic operator recommended for the contract has offered the traffic management plan under the title of the procurement procedure, while the part where you have raised the claim is qualified as an eventual technical error issued by the O.E. while the composition of the traffic management plan meets the criteria of the FDT request.” Based on the above, we assess that the complaint claim is only partially grounded, Claim no. 6: The complaining EO claims that the recommended EO did not provide the architect's license who prepared the sketch-plan as required by the tender dossier, while the CA in response states that "The complaint claim is rejected as unfounded, since the "sketch-plan" of the facility submitted by the group of EOs recommended for the contract is signed and stamped by a licensed architect, which constitutes sufficient evidence of the preparation of the document by an authorized professional." The review expert assesses that the complaint claim is partially grounded, however, the issue of the architect's license can be regulated through additional clarifications since we are dealing with a document that is objectively verified whether it existed or not before the deadline for submission of bids.

Claim no. 7: The complaining EO claims that the EO recommended for the contract has provided a sketch of the base where the leased area does not match the Sketch of the maintenance base since the sketch also included other properties that were not leased. The CA in response emphasizes that: “The Contracting Authority, after reviewing the claim regarding the inconsistency of the area between the possession/lease agreement and the sketch of the maintenance base, we conclude that the documentation submitted by the group of EO recommended for the contract includes the lease agreement for the respective location as well as the sketch sealed and signed by a licensed architect. The sketch presents the technical solution and functional organization of the base, while the right of use is confirmed by the lease and ownership documents; consequently, the claim that the EO is irresponsible only because of the difference presented in the sketch is not supported by conclusive evidence that the EO intends to use the area outside the contracted one. In the absence of a clear statement that the operational spaces of the maintenance base extend outside the leased parcel, the CA assesses that the

TD/TDS's request for location availability is met and the complaint claim is rejected. The review expert explains that we do not have the technical/professional capacity to confirm whether the recommended EO intends to use a surface outside the contracted one and it remains the responsibility of the CA to ensure that the EO base in question is within the contracted territory by the EO. The expertise report has been accepted by both parties to the procedure, where the Contracting Authority did not agree with the opinion given by the review expert, while the economic operator partially agreed with the opinion given by the review expert.

Regarding complaint no. 0046/2026, the report with the following recommendations was submitted: “Based on the above-mentioned clarifications, the review expert proposes to the review panel that the complaint of the complaining EO be approved as partially grounded, the contract award notice be canceled and the case be returned for re-evaluation”.

The findings of the review expert regarding complaint no. 0046/2026 of the economic operator “Jaha Solar” are presented as follows:

Claim no. 1: The first complaint claim is that the sworn statement of the EO recommended for the contract was signed by an unauthorized person, where among other things the complaining EO claims: “...1. The sworn statement for EO ILEAA-GR was signed by an unauthorized person. In the business information submitted with the bid, the only authorized person is Ilir Veliki, while the bid documentation and all statements, including the sworn statement, were signed by Besart Hetemaj, with the title of procurement manager. With the submitted bid, an authorization was also submitted by Ilea - GR for Besart Hetemaj who, according to the attached authorization, is authorized to represent the business in the preparation of the tender dossier, as well as for this purpose to sign contracts with other entities, to certify the same in notary offices, to notarize the documents necessary for application in tender procedures, to submit and receive documents. However, nowhere in this authorization is the right to sign the tender documents or statements, including the Declaration Under Oath...” mentioned. The CA, when rejecting the request for review, among other things, emphasized that: “The Contracting Authority, after reviewing the complaint claim regarding point 1 (signing the Declaration Under Oath for EO "ILEAA-GR"), clarifies that the claim is unfounded, since the Declaration Under Oath and the accompanying documentation were signed by a person who was authorized by the EO to represent and act in the tender procedures, and this authorization was submitted within the bid, was administered by the CA and was assessed as sufficient for the purpose of signing/submitting the bid documents; The fact that in the "business information" a person appears as authorized (e.g. owner/administrator or legal representative) does not exclude the legal possibility that the EO, through a regular authorization, delegates to another person (e.g. procurement manager) the powers for preparation, signing and submission of documentation within the framework of public procurement procedures...” The opinion of the review expert is that the complaint claim itself that “..Besart Hetemaj who according to the attached authorization is authorized to represent the business in the preparation of the tender dossier...”, proves that the same was authorized to prepare the dossier and this in our opinion also includes the signing of various statements. Based on the above, we assess that the complaint claim is not grounded.

Claim no. 2: The complaining EO regarding the professional staff of the EO recommended for the contract, claims that: “In the requirements on technical and professional capabilities, it was requested that the professional staff have experience in the requested area, which means in the summer/winter maintenance of regional roads. The professional staff engaged by the EO declared the winner, in the CV and submitted references, did not submit evidence that they have been engaged in the required position in at least 1 project in the same area, as requested in the tender dossier.” However, the complaining EO does not explain which position, which person does not meet the required experience for a project in the requested area, we have analyzed the references provided by the EO in the offer, and we have found that all three engineers in their references have at least one project in the field of road maintenance. Based on the above, we assess that the complaint's claim is unfounded.

Claim no.3: The complaining EO claims that the EO recommended for the contract has not provided a reference in accordance with the requirements of the tender dossier regarding the contracts implemented, concluded in the field of Summer and Winter Road Maintenance for the past three-year period of no less than 1,000,000.00 euros for each Lot. EO claims that: “In the requirements on technical and professional capabilities, it is required that the bidder has implemented contracts in the field of summer and winter road maintenance for the past three-year period of no less than 1,000,000 euros for each Lot. In the bid declared the winner, in the list of ILEA - GR contracts there is no contract listed in the field of summer/winter road maintenance. Meanwhile, EO Varna has listed a contract concluded on 16.12.2022 with a value of 1,074,695 Euro, entitled "Summer maintenance and winter maintenance 2021-2022 of national and regional roads - Prishtina region Lot 1" However, in this contract, EO Varna was a member of the group of economic operators Bujar Shabani B.I. Adnan Bislimi B.I. Dashnim Jashari B.I.I and Varna Sh.p.k. where the group leader was Bujar Shabani B.I., consequently, it is understood that EO Varna sh.p.k. did not fully implement the contract for only a certain part of the contract as it was due as a member of the group. Therefore, based on this fact, the Group of EOs declared the winner has not met the minimum requirement in terms of the value of 1,000,000 Euros in the implementation of the summer/winter road maintenance contracts. The Contracting Authority in rejecting the Request for Reconsideration claims that this reference should be considered in full since it is “recognized as experience realized within the framework of a joint commitment, as long as the documentation provided shows that the work has been performed and the contract has been successfully completed within the required period”, and that “the reference is considered valid for the group of operators that appear in it and is treated as joint experience”. This claim of the Contracting Authority is contrary to the principles of the Law on Public Procurement, and the tender dossier itself. The claim of the Contracting Authority would be valid only in the case where the same group of economic operators in whose name the contract is, would bid again as the same group in this procurement activity. In this case, EO Varna shpk has applied as part of another group of economic operators, and in the case where each member of the group of economic operators for which the CA has accepted the reference would bid, then the value for the 4 members of the group of EO for which the contract is attached, would be $4 \times 1,074,695 \text{ Euro} = 4,298,780 \text{ Euro}$, and not 1,074,695 Euro which is the real realized value of the contract.” The CA, upon rejecting the request for reconsideration, has emphasized that: “The Contracting Authority, after reviewing your claim regarding criterion no.

4 of the Tender Dossier “Total value of contracts executed, concluded in the field of Summer and Winter Road Maintenance for the past three-year period not less than 1,000,000.00 euros for each Lot”, clarifies that the claim is unfounded and that the evaluation was carried out in accordance with the requirements of the DT and the general principles of public procurement, since the reference submitted by the group member (VARNA shpk) was treated as acceptable evidence for fulfilling the experience criterion within the Joint Bid/consortium; in cases of joint bids, the responsibility is assessed on the basis of the joint capacities of the group, and when a contract/reference is issued on behalf of more economic operators (co-contractors), it is recognized as experience realized within the framework of a joint commitment, as long as the documentation provided shows that the work was carried out and the contract was successfully completed within the required period; your claim that this reference should not be recognized in full and that the CA should only accept part of the value, would be relevant only if the Tender Dossier had expressly provided that in case of joint references, only the proportional value according to the percentage of participation should be calculated, or if the group/consortium agreement (or the reference itself) had determined separate percentages of the works attributed to each operator; as long as the relevant documentation does not specify the percentages of participation, in the practice of implementation and administrative interpretation of such requirements, the reference is considered valid for the group of operators appearing in it and is treated as common experience, while the "percentage" attribution cannot be assumed or established by the CA in the absence of a clear documentary basis and an explicit request in the DT; Consequently, when the group agreement does not divide the % of the works/commitment between the members, then according to the legal-operative meaning of the joint bid, this means that each member bears joint responsibility and commitment (solidarity) for the implementation of the contract and, consequently, each can support its capacity with the joint experience resulting from the reference. The review expert gives the opinion that in the event of a possible reassessment, the CA (as the contracting authority in the project for which the reference is contested) should analyze the consortium's bid in question and other relevant documents that may have been generated during the management/implementation of the contract (to the extent possible) to see what the EO's contribution was in the implementation of that project. Based on the above, we assess that the complaint claim is founded.

Claim no. 4: Regarding the equipment, and the lack of photos, the EO claims that: “In the list of equipment and facilities, 1 assembly device for cleaning elastic lawns was requested, the EO declared the winner has offered two devices, one property of Shkëmbi shpk, model Boschung Type S2, which is in fact a broom for cleaning roads, while for the device that has attached invoice 25-SHV01-001-291 has not attached any photo of the device to prove its compatibility with the request in the tender dossier.” The CA, among other things, in the decision to reject the request, states: “The Contracting Authority, after reviewing the complaint claim no. 4 regarding the request in the list of equipment and facilities for "1 assembly device for cleaning elastic lawns", clarifies that the claim is unfounded since the EO declared the winner has fulfilled the requirement according to the DT by presenting the equipment and the relevant documentation for availability, which the CA has administered and verified during the assessment; regarding the equipment "Boschung Type S2" (property of "Shkëmbi shpk"), the claim that this is a "broom for cleaning roads" is rejected because in the documentation submitted by the EO the customs SUD

is presented, the equipment is described as a "broom for cleaning sidewalks and elastic paths therefore it complies with the function required in the TD for cleaning elastic bands. Also the invoice no. 25-SHV01- 001-291 is described as "assembly claim for cleaning (of sidewalks, elastic beams, electric poles)", therefore it complies with the function required in the TD for cleaning elastic beams. The review expert assesses that while the description on the invoice or customs document of the equipment matches what was requested in the tender dossier, the review expert does not have the technical/professional capacity to prove the contrary. As for the lack of a photo of the second equipment, we assess that such a lack can be corrected with additional clarification from the CA, but such a thing is unnecessary since the first equipment meets the requirements and evidence has been provided according to the requirements of the dossier. Based on the above, we assess that the complaint claim is not grounded.

Claim no. 5: The complaining EO claims that: "In the tender dossier, the requirements on technical capabilities required, Sketch/plan of the base facilities, stamped by the licensed designer (individual or company), with a legend of the spaces. With the submitted sketch, the EO declared the winner submitted the project drafted by VM Idea sh.p.k and attached the business documentation for VM Idea sh.p.k, but did not attach the architect's license, required in the tender dossier. Therefore, as a result, it did not fulfill this requirement of the tender dossier." While the CA, on the occasion of the rejection of the request for reconsideration, claims that: "The Contracting Authority, after reviewing the complaint claim no. 5 regarding the DT's request for "Sketch/plan of the base facilities, stamped by the licensed designer (individual or company), with a legend of the spaces", clarifies that the claim is unfounded since the EO declared the winner has fulfilled the request through the submission of the sketch/plan drafted by VM Idea sh.p.k., which is presented as a designer and the document is signed and stamped by it; also, from the attached business certificate/documentation for VM Idea sh.p.k. it results that the company carries out architectural activities (architectural design company), which supports the fulfillment of the DT's request that the sketch be stamped by the designer (individual or company). The expert, after analyzing the evidence in the offer of the EO recommended for the contract, as the CA has ascertained, evidence was provided that the plan was drafted by VM ideak sh.p.k, however, the EO has provided the ARBK certificate as a limited liability company and the primary scope of business is architectural activities, but this, in the opinion of the expert, cannot replace the request for a license of an individual or company. However, the architect's license is a document that can be objectively verified whether it existed before the deadline for submission of tenders or not. Based on the above, we assess that the complaint claim is partially grounded and in case of eventual reassessment, we recommend requesting additional clarifications from the EO regarding the architect's license.

Claim no. 6: The complaining EO claims that: "The tax certificate submitted in the name of EO ILEA - GR is expired. The document with reference number 1001282519 is dated 09.09.2025, while the CA issued the decision for this activity on 29.12.2025, which means that at the moment of the decision by the CA this document was not valid, and consequently EO ILEA - GR does not meet the requirements of the Admissibility of Economic Operators, according to the tender dossier." The CA, on the occasion of rejecting the request for review, states: "The Contracting Authority, after reviewing the complaining claim no. 6 regarding the "tax certificate" of EO

ILEAGR (ref. 1001282519, dated 09.09.2025), clarifies that the claim is unfounded, since the validity of this document is assessed in relation to the date of submission of the bid and the condition specified in the Tender Dossier, and not in relation to the date of issuance of the decision by the CA; specifically, the date of submission of the bid was 26.11.2025, while the tax certificate dated 09.09.2025 falls within the period required by the DT (within 3 months prior to the date of submission of the tender/bid), therefore at the relevant moment for admissibility the document is considered regular and admissible; Consequently, the claim that the EO does not meet the admissibility requirements solely due to the fact that the CA issued the decision on 29.12.2025 does not hold, because this is not the determining moment for meeting the criteria according to the DT, therefore the request for re-evaluation is rejected as unfounded and the CA's decision remains unchanged. Therefore, based on the above, your request for review is rejected as unfounded. The review expert explains that the request of the tender dossier is “a certificate issued by the Tax Administration of the country of establishment of the economic operator, that the economic operator in question is not delinquent (infringer) in the payment of taxes at least until the last quarter of the year [prior to the date of publication of the Contract Notice]”. From the documents mentioned above and the tender dossier, it is seen that the request and the period of the certificate are related to the date of publication of the contract notice, not to the date when the CA made the decision and recommendation for the award of the contract. Based on the above, we assess that the complaint claim is not grounded. The expertise report has been accepted by both parties in the procedure, where the Contracting Authority agreed with the opinion given by the review expert, while the economic operator partially agreed with the opinion given by the review expert.

Regarding complaint no. 0049/2026, the report with the following recommendations was submitted: “Based on the above-mentioned clarifications, the review expert proposes to the review panel that the complaint of the complaining EO be rejected as unfounded and that the decision of the CA remain in force”.

The findings of the review expert regarding complaint no. 0049/2026 of the economic operator are presented as follows:

Claim no. 1: The first complaint claim according to complaint 49/25 is that the EO recommended for the contract has offered abnormally low prices. The complaining EO claims that the EO meets all the conditions foreseen by the public procurement regulations to be considered as an abnormally low price. The complaining EO claims that: “The recommended contract offer of EO “BAGERI” SH.P.K. for Lot 13 - Prishtina 3, is an offer with “cents” in the pre-measure positions, putting the CA with the lowest price at a disadvantage compared to other bidders. The Contracting Authority in the Pre-measure and Pre-Account has set the criterion, where it warns the bidders that: “3. Abnormally low prices will be disqualified in accordance with the LPP”.» The offer of EO “Arbotec” SH.P.K. for Lot 13: Meets the three conditions set for an abnormally low price. • The offer of EO “Bageri” DH.P.K. for Lot 13: Meets the three conditions set for an abnormally low price.” The CA in response to the request for review has stated that: “The Contracting Authority CA, after reviewing your request, finds that you are recommended for the contract in Lot 2 Ferizaj 2 with the lowest weighted price in the amount of 264.03 euros, while in

the lot where you have filed a request for review you have offered the highest weighted price for the lot of 320.56 euros. According to the tender dossier, a tenderer may be awarded more than 1 (one) lot, therefore, as regards the claims of complaint regarding the non-fulfilment of the criteria by other operators, they cannot produce an effect in your favor because you have been recommended in another lot with the cheapest weighted price, therefore they are rejected as inadmissible for lack of legal/material interest. In these circumstances, the request for reconsideration is rejected and the decision of the CA remains in force. Therefore, based on the response given, the request for reconsideration is rejected as unfounded. Therefore, we consider that the Ministry of Environment, Spatial Planning and Infrastructure - Procurement Division, has fulfilled all the criteria set out in the tender dossier, in accordance with the Rules and Law No. 04/L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented by Law No. 04/L-237, Law No. 05/L068 and Law No. 05/L-092, on the determination of criteria in the contract notice and the tender dossier". The review expert gives the opinion that the Public Procurement Rules, Article 413, regarding abnormally low prices and the three conditions highlighted by the complaining EO, do not imply the automatic elimination of an EO, but the conditions foreseen by these rules serve as a guide for the CA to request additional clarifications regarding the offered price. First of all, according to Article 4.1.1 of the RRPP, the concept of abnormally low tender refers to tenders that for the contracting authority at first glance seem unreliable if compared to the object of the contract. The review expert assesses that even if there is a position with abnormally low prices compared to market prices, this does not imply the automatic elimination of the EO, as long as it is not convincingly proven that the offered price makes it impossible to realize the contract. In this specific case, the CA did not qualify the offer of the recommended EO as such and it remains at the discretion and responsibility of the CA to respect the prices during the eventual execution of the contract.

Claim no. 2: The complaining EO claims that the recommended EO has provided false information regarding the project manager, where among other things it claims: "In the attached minutes of the Technical Acceptance, on page no. 4, point 2.3, the technical acceptance commission has found that the Manager of this Project was Mr. Fatbardh Jakupi and NOT Mr. Shefqet Uruqi for whom a Reference with false data was issued by the employer NPSH "Bageri". Regarding this issue, the review expert has requested additional clarifications from the CA, and in response we have accepted: 1. The appointment of the Project Manager for Mr. Uruqi, this appointment signed and sealed by the four members of the consortium in that case. 2. The statement of the CA manager Mr. Ymeri, who stated that the contacts with the representative of EO as project manager has been with Mr. Uruqi.3. CA clarifications that should be noted that After reviewing the documentation of this case, no request has been identified/noticed by the Economic Operator during the implementation phase of the contract for the change of the Project Manager. This confirms that Mr. Shefqet Uruqi has exercised the function of Project Manager during the implementation of the contract. Regarding the technical acceptance report, in which Mr. Fatbardh Jakupi appears as a representative of the Economic Operator, we clarify that participation or signature in the technical acceptance process does not constitute evidence for a change of the Project Manager. The technical acceptance process is carried out after the completion of the works. The reviewing expert, based on the evidence provided by the CA mentioned above, gives the opinion that we do not have to make false information and that Mr.

Uruqi has been the Project Manager project until the implementation of the contract. Based on the above, we assess that the complaint is unfounded.

Claim no. 3: The complaining EO claims that the EO recommended for the contract: “Effective roads for outbound/inbound interventions as defined in the DT criteria: 129.76km outbound + 129.76km inbound = 259.52 km effective road. The winning EO “Bageri” SH.P.K. has not included in the intervention plan 259.52km, the total of effective roads in the Prishtina 3 region, as defined in the DT criteria: “Time calculated from the maintenance base presented for the Lot, for each road in the region”. The salt distribution plan is completely missing.” The expert reviewed, after analyzing the offer of the EO recommended for the contract, the file “Salt operation and distribution plan”, where 7 detailed tables for the movement of trucks were provided, while also respecting the request of the CA that 'the calculation should be taken as 30 km/hour while on dead-end roads 60km/hour. From the analysis of the climatometers marked in these tables we assess that the EO has also calculated the departures/arrivals including the time/kilometers of movement from the base. The claim that the salt distribution plan is completely missing, we consider that it is unfounded since the same plan provided is the "salt operation and distribution plan". Based on what was mentioned above, we assess that the complaining claim is not grounded.

Claim no. 4: Regarding the complaint claim added after the receipt of the decision to reject the request for reconsideration where the EO claims that it can be awarded in two lots, despite the fact that the dossier limits the award to only one lot, the complaining EO refers to the provisions as follows: Guideline no. 002/2024, supplementing the amendment to Guideline no. 001/2023 on public procurement 4. Division of contracts into Lots 4.4 Given the fact that the purpose of limiting the number of Lots is to increase competition and, in order to allow maximum access to public funds, to divide the market among the large number of Economic Operators, this provision is applicable only when there is sufficient responsive tender to apply this rule. When there is not enough responsive tender to award all Lots, the interest of the CA to award all Lots prevails. So, in the absence of other competitors, EOs are awarded for more Lots than the maximum number determined by the CA.”. In the specific case, except that it has not been proven that there are no other responsible EOs, even if this were true, the above provision emphasizes that “the interest of the CA to award all the lots prevails”. This means that it remains at the discretion of the CA to assess whether it is in the interest of the CA to award other lots, or any other action (e.g. in the event of high prices, cancellation and re-tendering). Based on these considerations above, we assess that Damastion Project SH.P.K. “The expertise report has been accepted by both parties in the procedure, where the Contracting Authority agreed with the opinion given by the review expert, while the economic operator did not agree with the opinion given by the review expert.

Regarding the complaint no. 0052/2026, the report with the following recommendations was submitted: “Based on the above-mentioned clarifications, the review expert proposes to the review panel that the complaint of the complaining EO be approved as partially grounded, while the decision of the CA to eliminate the complaining EO remains in force”.

Findings of the review expert regarding the complaint No. 0052/2026 of the economic operator "Eurotrans" SH.P.K

Claim no. 1: The first complaint claim according to complaint 52/25 is related to the CA's reason for elimination according to which the EO has failed to provide evidence in accordance with the CA's request for a complaining EO, among other things, stating that: "Regarding the reason for elimination for the references of EO. Gan Logistik", which is also a member of the consortium for the activity in question, you as the CA have unfairly eliminated us because the References issued to EO. Gan Logistik are references issued by third parties. This does not stand for the fact that the Public Enterprise for Maintenance and Protection of Main and Regional Roads Skopje is a public enterprise that deals with the maintenance of Macedonian roads, which we prove with a state decision from the Republic of Macedonia and your reasoning as the CA that this is a non-state company or as you claimed that this is a private company does not stand, so I am proving this with an official document, such as the company's contract with the contracting authority and the Decision of the Republic of North Macedonia which proves that this enterprise is a Public enterprise in state ownership. Meanwhile, the Gan Logistics Company is a direct contractor with the Public Enterprise and not as you claimed that it has a contract with a private company. We are proving this to you through official evidence - translated into Albanian." The CA, in rejecting the request, emphasizes that: "Regarding your explanations that you have provided in the Request for Reconsideration, they do not stand up to reason because the documents presented in this case. The Reference Presented by GAN LOGISTIK SHPKNJP in the text of the reference clearly states that it was engaged in the capacity of third parties to carry out the works. The documents presented contain the necessary information for an accurate assessment by the CA, therefore the Decision on Elimination is based on the documents presented and also based on the criteria of the FDT, the additional documents that you have presented should have been uploaded already in the bidding phase, otherwise they will not be accepted as acceptances. After analyzing the case files, the contested reference and the contract for that reference which the complaining EO has attached with the request for reconsideration and with the complaint to the PRB, it is proven that Gan Logistik has been contracted for the maintenance of regional and regional roads through public procurement procedures. Based on the above, we assess that the complaining claim is founded.

Claim no. 2: Regarding the second reason for elimination in the standard letter, the CA in the notification potentiates that the same has interfered with the list of equipment of the CA where it has deleted from the list the equipment/position 3.4 (Front loader, power min. 75 kW). The complaining EO claims that: "Also in the second justification of our elimination that we as GOE have not proven for the equipment no. 3.4 - Front loader - power min. 75 kW, does not stand because we have offered the Liebherr 566 Loader year 2013 190 KW, proven with the invoice uploaded in our submitted offer. With this, we clarify that we as GOE have sent the Table with the equipment and on the third page the device - Loader appeared and during scanning this page was not scanned and that this device did not appear in the file, but importantly that you have the equipment invoice in the file which is proof that the required criteria are met." In rejecting the request, the CA emphasizes: "Regarding your clarifications that you have provided in the Request for Reconsideration, they do not stand for the reason that the Equipment List should be

according to Annex 1 and should not have been removed/interfered with and consequently this request is not met and is an interference in the official document of the CA which cannot be changed or clarified after the opening of the bids". The review expert, after analyzing the case documents, the offer of the complaining EO, the request for reconsideration and the complaint to the PRB, initially clarifies that the list of equipment stamped by the complaining EO is indeed missing the position 3.4 0-Front loader - power min. 75 Kw, however the complaining EO claims that the offer contained evidence related to the part, specifically that the offer contained the invoice for the Liebherr 566 equipment, year 2013, 190 KW. However, during the analysis of the offer of the complaining EO, we found that the EO did not provide an invoice, but offered a "Profatur" which does not prove the purchase of the equipment and is not in accordance with the documentary evidence of the requirements of the tender dossier, which are the Purchase and Sale Contract, Invoice, or DUD. The complaining EO with the request for reconsideration and complaint to the PRB for this equipment has provided evidence "Invoice" (in accordance with the requirements of the dossier) but the review expert is unable to objectively verify that this document (invoice) existed before the deadline for submission of bids as required by the LPP. Based on the fact that the complaining EO did not have the equipment in question on the sealed list, in the bid it did not provide the evidence required in the dossier, while the document provided after the opening of the bids cannot be objectively verified that it existed before the deadline for bidding, we assess that the complaining claim is unfounded.

Claim n.3: Regarding the other reasons that the CA has added after the standard letter of elimination and the request for reconsideration, we consider that they are partially grounded since according to Article 108/A, the authority may reject the request when it has reviewed its decision in the sense of what is requested by the complainant. In the specific case, the complainant has not requested new reasons for elimination, but has contested the reasons of the standard letter, therefore we consider that at this stage the additional reasons given by the CA are unacceptable in the sense of Article 108/A par.8, subpar.8.4 of the LPP. The expertise report has been accepted by both parties in the procedure, where the Contracting Authority agreed with the opinion given by the review expert, while the economic operator did not agree with the opinion given by the review expert.

- Findings of the Review Panel —

The Rules of Procedure of the Public Review Body, which is published on the PRB website, with Article 20, paragraph 2 of the Rules, stipulates the requirements for the Contracting Authority and the Economic Operator, that all information and notices must be submitted and communicated through the public communication platform, if possible. Based on the documents of this case and the primary purpose of the complaint, the Panel considered that regarding the issue in the concrete case, there is no need to convene a hearing with the parties, as long as the submissions of the parties and their actions constitute a sufficient basis to decide on the merits. In this case, the Review Panel based its findings primarily on the relevant provisions of the LPP, which foresee and regulate such situations that may arise during a procurement activity, such as the Complaints in this case.

The review panel administered all the documents of this case, analyzing all the complaint claims, acts and actions of the parties which in summary it reviewed as follows:

Regarding the complaint of EO “Sallahu” SH.P.K No. 2026/0036 for Lot 2, 11 and Lot 15.

Regarding the complaint claim which is the same for all the Lots attacked by the complainant as far as it relates to “preliminary estimate 4 - Interventions and custody, for Position 4.1.2 - 24 hour custody time for a truck equipped with snowplows and salt spreaders, the maximum price offered cannot be greater than 15% of the value of Preliminary Estimate 4.” The Review Panel fully supports the response of the contracting authority that “this limitation was not set out as an eligibility/elimination criterion in the Tender Dossier Forms and was not incorporated in an enforceable manner in the Estimate/Pre-calculation through any mechanism for calculating and verifying the 15% ratio at the bidding stage; consequently, it cannot serve as a basis for the elimination of the bidder”. Therefore, the Review Panel provides this support for this response of the CA based on Article 56.3 of the LPP. Therefore, the complaint claim is unfounded.

Regarding the complaint claim against the EO recommended for LOT 11 against the EO EO Integral Shpk, Milenium Konstruction Shpk, the Economic Operator (EO) recommended for the contract does not fulfill the requirement set out in the Tender Dossier regarding professional experience, respectively the minimum value of contracts executed/completed in the field of Summer and Winter Road Maintenance for the last three (3) year period, in a value not less than 1,000,000.00 €. The EO has submitted a list of contracts, in which it has presented a Contract for Summer and Winter Maintenance of National Roads, signed on 22.12.2022, as a three (3) year (36 month) framework contract, concluded with the Ministry of Infrastructure which has not yet been completed. The Review Panel supports the finding of the review expert based on the request of the Tender Dossier that the EO recommended for the contract does not meet this request of the Tender Dossier, since this reference does not prove that the contract has not yet been completed. Therefore, the complaining claim is grounded and the complaining EO has not bid in accordance with the requirements of the Tender Dossier.

Regarding the complaint claim against the EO recommended for contract for LOT 2 EO Damastion Project SHPK, claiming that Visar Tahiri (as an architect) does not comply with the nature of this activity where we are dealing with road maintenance, the Review Panel also in this case supports the finding of the review expert, because the evaluation of the bids must be made in accordance with the legal requirements of the LPP, specifically Article 59 of the LPP. Therefore, the complaint claim is unfounded.

Regarding the complaint claim against the EO recommended for contract for LOT 15 EO B Famis SHPK, claiming that the list of contracts is not accurate, is not reliable and does not meet the requirements of the Tender Dossier and the Law on Public Procurement. The Review Panel considers that the review expert has not analyzed this complaint claim in detail, because in the EO's offer there is an act of division called the Agreement for the division of the company which is also notarized, in which this EO has acquired over 32% of the shares of the company Famis CO HC. Also, in that agreement all obligations, liabilities and responsibilities of each are determined. In accordance with the provisions of Law No. 06/L-016 on Commercial Companies,

respectively with Article 118, Article 137 and Article 238, it can be concluded that the experience, references and activities carried out by a commercial company represent the result of the contribution of the shareholders and their capital to that company. According to Article 118 paragraph 4, the share in a joint stock company can be freely transferred, partially or fully, by a shareholder to any natural or legal person. This legal provision confirms that the shareholder is the bearer of the rights and economic interests arising from his participation in the company, and these rights may be transferred or reflected in the shareholder's subsequent activities in other business structures. Likewise, Article 137 paragraph 1.4 determines that shareholders have the right to benefit from the company's assets and results in proportion to the shares they own, which means that the results achieved by the company - including projects implemented, professional references and experience created - are directly related to the contribution and participation of shareholders in that company. Along the same lines, Article 238 paragraph 4 of the law provides that during the division process of a corporation, part of its assets may be transferred to one or more recipient corporations, which may be existing or new corporations. This legal provision recognizes the principle of economic continuity and the transfer of capacities and assets from one business entity to another, including new entities created by existing shareholders. In this context, in the case where one of the shareholders establishes a new company, it is reasonable and legally supported for that entity to refer to the experience and projects implemented during the time when the shareholder was part of the parent company, to the extent that these references relate to his real contribution and participation in the implementation of those projects. Therefore, based on the aforementioned legal provisions and on the principle of continuity of the economic and professional activity of the shareholders, the new company established by one of the shareholders has the right to use as a reference the experience and projects implemented during the period when the shareholders acted together in the parent company, especially if these projects were implemented with the direct participation and contribution of the shareholder in question.

Therefore, the Review Panel emphasizes that the Contract dated 15.12.2022, completion date 18.12.2023, value 408557.21 euros, the Contract dated 15.12.2022, completion date 27.12.2024, value 427458.1 euros and the Contract 205-19-1262-2-1-1, completion date 03.07.2022, value 1704857.87 euros, meet the requirements of the Tender Dossier and the complaint claim is unfounded.

Regarding the complaint claim against the EO recommended for contract for LOT 15 EO B Famis SHPK, regarding the vehicles for carrying out the works, the Review Panel supports the explanation of the review expert and considers that the complaint claim is unfounded.

Regarding the complaint of EO "Tali" SH.P.K No. 2026/0041 for LOT 11 and 13, the complaining EO initially presents complaints alleging that the Contracting Authority did not act in accordance with the legal provisions in the event of its elimination from this procurement activity. The first complaint allegation relates to the CA's reason for eliminating the complaining EO, where according to the CA, the same did not provide evidence of cash or unconditional access to credit in the requested amount. The Review Panel, based on the request of the Tender Dossier, supports the reason for the elimination of this complaining EO who has not fulfilled this

request in accordance with the Tender Dossier, who even with the document provided on 26.11.2025, fails to prove his responsibility, and the Review Panel considers that the burden of responsibility for the tender to be responsible belongs to the EO in this case and not to the contracting authority for which the law does not oblige it to request clarifications.

The second complaint allegation relates to the CA's reason for eliminating the complaining EO, where according to the CA, the same does not meet the requirement "The total value of contracts executed, completed in the field of Summer and Winter Road Maintenance for the past three-year period is not less than 1,000,000.00 euros for each Lot." The Review Panel considers that, based on the request of the Tender Dossier and the contracts offered by the complaining EO, it considers that the value required by the Tender Dossier has not been met and the complaint allegation is unfounded. Regarding the classification of similar contracts, the PPRC also has an opinion published on the website of the electronic e-procurement platform dated 22.11.2022, where it emphasizes that such a determination is the exclusive competence of the CA, specifically of the PPO with the assistance of the request unit.

Regarding the complainant's claim against his/her elimination regarding the engineer Mr. Gani Limani, where the CA has stated that there is a factual and temporal discrepancy between the CV, the employment contract and the references issued, since the employment contract with EO "Tali" was concluded on 01.05.2024, while the references attribute to this engineer professional engagement in projects carried out in previous periods. The claim of the GOE that the engagement of the engineer Mr. Gani Limani was in the form of secondary work is not proven by the relevant documentation in the bid and is not supported by the evidence presented. On the contrary, from the verification of official data through the system of the Tax Administration of Kosovo (TAK), which enables the verification of employers' declarations for their employees, it results that this person is declared as an employee with a primary relationship with EO "Tali" only for the period after the conclusion of the employment contract, namely from 01.05.2024, while for the previous periods, for which the submitted references were issued, he is not declared as an employee (neither primary nor secondary) with this economic operator. The Review Panel does not support the explanation of the review expert who assesses that the CA, regardless of whether Mr. Limani was declared in TAK or not, the CA has not proven that Mr. Limani was not engaged in those projects. The CA could have proven such a thing through official documents (where possible) or even by verifying through the contracting authorities themselves. The Review Panel assesses that whenever necessary, the CA, in accordance with Article 52.7 of the LPP, can conduct an effective control of all documentation and within this framework, through the Kosovo Tax Administration (KTA) system, has conducted a verification of this Engineer and has found non-compliance. The Review Panel also considers in this case that the burden of responsibility for the tender to be responsive belongs to the EO who intends to be the winner of the contract, and not to the contracting authority for which the law does not oblige to request clarifications.

The complainant's other claim regarding the equipment, the Review Panel supports the expert's reasoning that the vehicle documents or customs documents as standard documents, may not contain all the details/specifications of the vehicle that the CA has requested in the tender

dossier, while regarding the snow thrower and the mobile signaling vehicle for which the complaining EO claims that they are not registered, the Review Panel, as well as the review expert but also the CA considers that vehicles that will participate in traffic on public roads in the Republic of Kosova must be registered. Therefore, the Review Panel in this case grants the contracting authority the right. Consequently, based on these findings by the CA, the expert and the Review Panel, it is confirmed that the complaining EO has failed to meet the requirements of the Tender Dossier.

The complainant in his complaint has also presented other claims against the EO recommended for the contract for Lot 11 and Lot 13. Initially, the complaining EO claims that the EO Integral recommended for Lot 11, from the access to the documents, was not provided with the consortium agreement, bank confirmation, professional technical staff, therefore the same considers that these documents were not provided by the EO.

The Review Panel supports the response of the review expert, therefore, the complaining claim is not grounded.

Regarding the EO recommended for the contract for Lot 13, the complaining EO initially claims that the reference issued for the project manager of the Excavator, does not match the minutes of the CA where in the Minutes of the CA-MI appears Mr. Jakupi. The Review Panel supports the response of the review expert, therefore, the complaining claim is not grounded.

The complaining EO claims that the EO recommended for lot 13 does not fulfill the request for confirmation from the bank as it does not state that it has unconditional access to credit, but only specifies how much money it has in its account at the moment the document is issued. The Review Panel supports the response of the review expert, therefore, the complaining claim is unfounded.

The complaining EO claims that the road maintenance contract is in the name of EO Bujar Shabani

who is not a member of the group of EO Bageri. The Review Panel supports the response of the review expert, therefore, the complaining claim is not grounded.

The complaining EO claims that regarding the equipment EO Bageri has offered an excavator while the request of the dossier

is an excavator, and that the "Albania trucks" do not indicate that they are snow trucks but only have photos. The Review Panel supports the response of the review expert, therefore, the complaining claim is not grounded.

The EO claims that half of the EO's machines lack technical specifications and requests the expert to analyze them since they do not match the requirements of the dossier. The Review Panel supports the response of the review expert, therefore, the complaining claim is not grounded.

The complaining EO claims that the EO recommended for L.13 and the EO recommended for Lot.11 for some positions have offered prices that are not normal by making comparisons of the

prices offered by the recommended EO and the prices that the complaining EO claims are market prices. The Review Panel supports the response of the review expert, therefore, the complaining claim is not grounded.

Whereas, regarding the complaint claims against other EOs eliminated by the CA, the Review Panel considers that it is not necessary to proceed with the review of these complaint claims because they are already considered disinterested parties because they have not defended (themselves) their liability against the elimination by the CA, by filing a complaint with the PRB. Regarding the complaint of EO “Joos Krasniqi Baze” SH.P.K No. 2026/0042 for LOT 4

The Contracting Authority, through the Bid Evaluation Committee, after reviewing and evaluating the bids submitted within the framework of the procurement procedure for “Summer and winter maintenance of roads - Lot Gjakova 2”, and based on the requirements set out in the Tender Dossier and the Tender Data Form (TDF), as well as the provisions of the Law on Public Procurement in Kosovo, has concluded that the bid submitted by JV “Joos Krasniqi & Berisha Com & Udha shpk & Ekon Drinia” does not meet the requirements set out in the tender documents.

With the justification for the elimination for failure to meet the criteria for similar contracts. In this regard, the review expert has only taken a quote from provision 26, paragraph 26.11, which states that "If a member of the group withdraws after the submission of the tender (during the evaluation phase), the Contracting Authority will continue with the remaining member if the remaining member meets the conditions provided for in the Tender Dossier", but does not at all address what the Evaluation Committee has found, which has found that after the withdrawal of one of the members of the group of economic operators, namely Udha shpk, the remaining members of the group do not meet the criteria required in the Tender Dossier regarding experience in similar contracts in the field of summer and winter road maintenance, in accordance with the requirements set out in the Tender Data Form (TDF). Therefore, the complaint claim is unfounded since the same consortium member does not meet the criteria of the Tender Dossier, regarding similar contracts. The Review Panel considers it unnecessary to proceed with the review of other complaint claims since the above-mentioned claim is unfounded.

Regarding the complaint of EO “Lika Company” SH.P.K No. 2026/0044 for LOT 9, the Review Panel, after administering and evaluating the evidence, fully ascertaining the factual situation, relying on the LPP as the applicable material law, after reviewing the complaint claims, taking into account all the case files and the recommendations of the review expert, has found that the complaint of the Economic Operator is approved as grounded. Because the CA did not act in accordance with the legal provisions of the LPP during the bid evaluation phase. Regarding the review of the complaint claims, the Review Panel will focus only on those claims that are decisive in this decision-making, without the need for them to be repeated again.

Because most of the complaint claims are stable and sufficiently argue that the EO recommended for contract for LOT 9 has not met the requirements of the Tender Dossier. Firstly, regarding the first complaint claim that the EO recommended for contract has not provided evidence of the

equipment as requested in the tender dossier. The Review Panel fully supports the findings of the review expert who finds that we are dealing with equipment that, in addition to not being registered in accordance with the requirements of the Tender Dossier, for some of them, no circulation booklets have been provided. The Review Panel qualifies this claim as well-founded. The complainant claims that the EO recommended for the contract, despite the request in the dossier that 8 trucks should be offered for Peja 1, offered 10 trucks: "On the maintenance map (Action plan and salt distribution according to the Technical Specification of the DT) of the roads for salt distribution, the group of the EO recommended for the contract has foreseen 10 trucks (ten trucks) while 8 trucks (eight trucks) were requested. With 10 trucks (ten trucks) calculated for reaction, this group of EO has gone beyond the requirements of the tender dossier and the technical specification of DT and if 10 trucks (ten trucks) are calculated then the costs of the contracting authority increase, therefore bidding in this way makes their bid irresponsible. Therefore, the maximum reaction time is required to be prepared with 8 trucks (eight trucks) and not with 10 trucks (ten trucks) as calculated by the EO recommended for contract.

The complaining EO also emphasizes that: "The CA has stated that the EO recommended for the contract has met the maximum response time, but we clarify that the maximum response time should have been achieved with eight trucks according to the request of the tender dossier, and not with ten trucks as the EO recommended for the contract did". The complaining EO also claims that for this reason the group of EO recommended for contract has been eliminated in the tender "Routine and winter maintenance of the A7 and A6 Motorways of the Republic of Kosovo for the years 2025, 2026, 2027, 2028 for Lot 1, Lot 2, Lot 3 and Lot 4 with no. proc: 205-25-5527-2-1-1 The review expert gives the opinion that in the specific case, the larger number of trucks may have an effect on the costs for the CA, especially when we consider the truck custody payments. The Review Panel also qualifies this complaining claim as well-founded and does not take responsibility for charging the contracting authority with additional costs, because the EO are obliged to adhere to the plan established by the CA, also based on the analysis of the facts/documentated evidence in the electronic e-procurement platform, the flow and analysis of the procurement procedure, the complaining EO during the tender preparation phase before the date of tender submission did not request additional clarifications according to Article 53 of the LPP, nor did they use Article 108/A of the LPP, which means that they understood and agreed with the selection criteria set out in the TD and the CN (Annex 1 of the TDS) by having every sentence in the tender dossier as a basic document for the preparation of tenders - according to the technical specification and Annex 1 of the TDS.

The complaining EO claims that the management plan provided by the complaining EO is not as detailed as requested in the tender dossier by the CA. The complaining EO claims that: "The tender dossier requested a traffic management plan that is as detailed as possible, while the group of EOs recommended for the contract has provided a non-detailed traffic management plan, where only the first page lists the data of this activity (where the regions or Lots for which it has bid are not mentioned), but inside on page No. 3 in 1. Introduction and 1.1. Project description it is written that this traffic management plan is for another project, specifically for the project that extends from the village of Struzhe to the junction with the "Ibrahim Rugova" highway in the South of Prizren and covers the length of L-6 + 913.73 km. Therefore, this traffic management

plan is not as required by the tender dossier and additional clarifications are not allowed for this document under Article 72 of the LPP because it is a document prepared by the company. This request is within the Pass/Fail eligibility requirements, therefore the group of EO recommended for the contract is irresponsible. The Review Panel in this case does not support the reasoning of the CA, where it has emphasized that the management plan meets the requirements of the tender dossier, and that the issue of the name may be a technical error. This cannot be considered a technical error, as long as it is a legal requirement and as long as the EO is obliged to strictly adhere to this plan. Therefore, the complaining claim is qualified as grounded. The complaining EO claims that the recommended EO was not provided with the architect's license who prepared the draft-plan as required by the tender dossier. The Review Panel supports the explanation of the review expert who assesses that the complaining claim is partially grounded, but the issue of the architect's license can be regulated through additional clarifications since we are dealing with a document that is objectively verified whether it existed or not before the deadline for bidding. But since we are dealing with an EO that has not bid in accordance with legal requirements, it is not relevant to request additional clarifications on this point during the re-evaluation phase.

Regarding the complaint of EO "Jaha Solar" No. 2026/0046 for LOT 12 Regarding the review of the complaint claims, the Review Panel will focus only on those claims that are decisive in this decision-making, without the need for them to be repeated again. Therefore, the Review Panel will not focus on the complaint claim no. 1, 2, 4 and 6, because based on the documentation contained in the bid of the EO recommended for contract and the explanations of the review expert which the Review Panel supports, these claims are qualified as unfounded. The Review Panel will focus on the complaining claims for which it does not support the explanations of the review expert for these reasons: Initially, the complainant claims that the EO recommended for contract has not provided a reference in accordance with the requirements of the tender dossier regarding the contracts implemented, concluded in the field of Summer and Winter Road Maintenance for the past three-year period of not less than 1,000,000.00 euros for each Lot. Regarding this claim, the review expert has not made any findings, quote from the expert:

"The review expert gives the opinion that in the event of a reassessment, the CA (as the contracting authority in the project for which the reference is contested) should analyze the bid of the consortium in question and other relevant documents that may have been generated during the management/implementation of the contract (to the extent possible) to see what the EO's contribution was in the implementation of that project". Whose task was to analyze this claim and, if necessary, to request clarifications from the CA, as described in articles 113 and 114 of the LPP. The Review Panel considers that the Contracting Authority has sufficiently clarified that the assessment of the claim was made based on the FTD requirements, where the reference submitted by the EO group as such meets the criterion for similar work. The Contracting Authority has reiterated that nowhere in the FTD requirements has it been requested that the references submitted by a Group of EOs be calculated in proportion to each member of the consortium group. The claim that in the FDT the requirement was that each member of the consortium group must have completed contracts in the field of summer and winter road maintenance for the past three-year period of no less than 1,000,000 Euros. This is because in the

consortium agreements between the EOs of those years the division of the works in percentage was not required. Therefore, the complaining claim is qualified as unfounded.

The complaining EO claims that in the tender dossier, the requirements on technical possibilities were requested, A sketch/plan of the base facilities, stamped by the licensed designer (individual or company), with a legend of the spaces. With the submitted sketch, the EO declared the winner submitted the project drafted by VM Idea sh.p.k and attached the business documentation for VM Idea sh.p.k, but did not attach the architect's license, required in the tender dossier.

Therefore, as a result, it did not fulfill this requirement of the tender dossier. The Review Panel does not support the explanations of the review expert, since the group of recommended EO has submitted the sketch/plan drafted by the company VM Idea shpk, which is presented as a design company where in the certificate submitted according to the description of activities submitted to ARBK the company has the point for designs, also in response to the request for review which is published on the e-procurement platform dated 12.01.2026 against the complaining EO, in response to the claim on the last page no. 8 CA has attached the License of the Licensed Architect with the initials V.M., for which the review expert certainly does not have. Therefore, the complaining claim is unfounded.

Regarding the complaint of EO "Damastion Project" SHPK No. 2026/0049 for LOT 13, the Review Panel, having analyzed the documents of this case and the actions taken by the parties, their statements and the evidence administered during the course of this procurement activity, considers that the findings of the review expert and his opinions are acceptable and that the Review Panel rightly took into consideration his Report in the case of the decision. In the specific case, from the report of the review expert, the evidence presented by the complaining economic operator, the documents of the tender dossier and other evidence of the case, it was found that all the complaining claims are unfounded. Based on the factual situation established as above, the Review Panel has given full confidence to the findings in the report of the review expert. Consequently, the Review Panel has found that most of the complaining claims of the complaining economic operator are unfounded. In addition to the complaining claim which this Review Panel qualifies as partially grounded, it decides that in the specific case the CA has not qualified the offer of the recommended EO as such and it remains at the discretion and responsibility of the CA to respect the prices during the eventual execution of the contract. The Review Panel, after administering and evaluating the evidence, fully ascertaining the factual situation, relying on the LPP as the applicable material law, after reviewing the complaining claims, taking into account all the case files and the recommendations of the expert, has found that the complaint of the Economic Operator "Damastion Project" SHPK. be approved as partially grounded but insufficient to change the final epilogue of the contracting authority.

Regarding the complaint of EO "EUROTRANS" SHPK No. 2026/0052 for LOT 12, the Review Panel, having analyzed the documents of this case and the actions taken by the parties, their statements and the evidence administered during the course of this procurement activity, considers that the findings of the review expert and his opinions are acceptable and that the Review Panel rightly took into consideration his Report when deciding. In the specific case, from the report of the review expert, the evidence presented by the complaining economic operator,

the documents of the tender dossier and other evidence of the case, it has been found that all the complaining claims are unfounded. Based on the factual situation established as above, the Review Panel has given full confidence to the findings in the report of the review expert. Consequently, the Review Panel, after administering and evaluating the evidence, fully ascertaining the factual situation, relying on the LPP as the applicable material law, after reviewing the complaint claims, taking into account all the case files and the expert's recommendations, has found that the complaint of the Economic Operator "EUROTRANS" SHPK. be approved as partially grounded but insufficient to change the final epilogue of the contracting authority.

The review panel, after having assessed all the claims submitted by the bidders and the reasons for their elimination, notes that all or most of the complaining bidders had shortcomings in the documentation provided in their bids. This has prompted the need for a detailed analysis to decide on their exclusion from the procurement process. On the other hand, according to the current legislation, in Article 59.4 of the Law on Public Procurement (LPP), the CA has the right to consider some of these deviations in the equipment offered as "minor deviations". In these circumstances, the CA had the opportunity to exercise its discretion in accordance with the provision cited above, accepting some of them as minor deviations.

Therefore, the review panel has decided to accept and respect this decision of the CA for the majority of the LOTS, as mentioned above. This decision was issued by an evaluation commission within the CA, which is supposed to be professional and have full individual responsibility for the evaluation of the bid, based on Article 59 paragraph 1 of the Law on Public Procurement (LPP). In addition, the review panel emphasizes that, in accordance with Article 8 and 9 of the LPP, each contracting authority, such as the CA in this case, enjoys autonomy to plan and determine procurement needs in accordance with the budgetary capacity. Based also on Article 24 paragraph 2 of the LPP, which gives the CA the responsibility to ensure that all procurement activities are executed in accordance with the law.

Finally, the review panel, in accordance with Article 1 of the Law on Public Procurement (LPP), the purpose of this law is to ensure the most efficient, transparent and fair way of using public funds, public resources and all other funds and resources of contracting authorities in Kosovo and Articles 6 and 104.1 and 104.4. As well as in order not to prolong this procurement activity further, the Review Panel has decided to maintain in force the decision of the CA Ministry of Infrastructure for the procurement activity entitled: "Summer and winter maintenance of National and Regional Roads of Kosovo for the next 3 years" with no. of procurement 205-25-4397-2-1-1, for these LOTS: Lot 2 Ferizaj-2, Lot 4 Gjakova-2, Lot 12 Prishtina-2, Lot 13 Prishtina-3 and Lot 15 Prizren -2

At the same time, the Review Panel has decided to annul the decision of the CA Ministry of Infrastructure for the procurement activity entitled: "Summer and winter maintenance of National and Regional Roads of Kosova for the next 3 years" with procurement no. 205-25-4397-2-1-1, and the procurement activity to be returned for re-evaluation for these LOTS: Lot 9 Peja-1 and Lot 11 Prishtina-1.

- Conclusion -

Based on the competences of the PRB provided for in Article 105, in conjunction with Article 106 of the LPP, the Review Panel applied, among others, Article 103 of the cited Law, according to which all interested parties shall have equal access to the procedures for the review of the procurement and to legal remedies and that no decision of the PRB shall be taken or made in a manner that discriminates in favor or detriment of a participant in the procedure or of another person or enterprise.

However, the subject matter in the concrete case took considerable time mainly for the necessary research for the expertise that was necessary, while the field of research was broad and objectively dictated by the very nature of the procurement and its content.

Based on the competences of the PRB provided for in Article 105, in conjunction with Article 106 of the LPP, the Panel applied, among others, Article 103 of the cited Law, according to which all interested parties shall have equal access to procurement review procedures and legal remedies and that no decision of the PRB shall be taken or made in a manner that discriminates in favor or detriment of a participant in the procedure or of another person or enterprise.

The Panel clarifies that in addition to Articles 1,6,7,27,28 and 56 of the Law on Public Procurement, it is important to emphasize that all bidders are aware of the application process and the submission of documentation in accordance with the tender dossier and the contract notice. They have sufficient experience in this field and are continuous participants in tenders published in the Republic of Kosovo, contributing to a fair and fair application for all. This ensures a level playing field for all bidders and avoids the impact on the prolongation of procurement procedures, with "requests for continuous clarifications from bidders" for the documentation that they constantly process for applications in their bids. Therefore, the Panel clarifies that in this case the responsibility falls on the bidder, who tenders to win. Because it is evident and known to everyone that in every case of contract notice, each bidder who does not possess the "equipment" with the required DT specifications, or has any unclear criteria or specifications, should, in the preliminary phase, object to the same or eventually ask questions or request clarifications from the CA, in accordance with Article 53 of the LPP.

In this context, even according to the independent judgment of this panel, neither the CA nor the EO should be called upon in the sub-legal provisions to request additional clarifications for the bidders' documentation in every case, since as explained above, all bidders are aware of the obligations and procedures for applying for tenders. It is also worth noting that Article 72 of the LPP does not impose a binding character on the CA to request clarifications, and it is the responsibility of the CA itself to assess whether it should request clarifications or not. The complainant's request for completion of the documentation regarding his/her machinery should not be seen as a valid reason to intervene in the procurement process in an insufficiently reasonable manner. This ensures that the procurement procedures remain efficient and fulfill their purpose of securing public contracts in a regular and fair manner for all interested parties.

The Panel also clarifies that in view of the contracting authority's requirements which are specified in the tender dossier and as such made public to all potential bidders, each one should

be guided by the principle of caution in fulfilling the formal conditions in time and within the deadline, while the return of a procurement activity in the absence of uncontested evidence does not provide a legal basis for its eventual re-evaluation and is not in harmony with Article 1 of the LPP. In fact, the aim of this procurement activity also refers to Article 104 paragraph 4 of the LPP, according to which in undertaking the measures set out in this Part IX, the PRB must (i) act as quickly as possible and take into account the possible consequences of the actions or measures on all interests that may be harmed, including the public interest, since this same procurement activity has been subjected to the re-evaluation process twice.

The review panel in this decision-making has also taken into consideration the requirements of Article 104, paragraph 4 of the LPP, according to which the PRB must act as quickly as possible, act in a manner proportional to the alleged violation or the issue for which the complaint was filed, and take into account the possible consequences of the actions or measures on all interests that may be harmed, including the public interest.

The PRB always starts from the fact that each CA (at every level) enjoys full independence in the exercise of its competences and the determination of needs in accordance with the budgetary capacity. Therefore, based on the above and carefully administering all the evidence attached to the documents of this case, the Review Panel has decided as in the provision of this decision, convinced that it has applied the appropriate solution in accordance with the legislation in force and the nature of the issue in the specific case, considering it also fair and reasonable to allow the funds deposited on behalf of the appeal fee, including the economic operators who have been proven by access to the documents.

Based on the above, the Review Panel decided as in the provision of this decision, in accordance with Article 117 of the LPP.

President of the Review Panel

Mrs. Kimete Gashi

Legal advice:

An appeal is not allowed against this decision, but the dissatisfied party can appeal to the Commercial Court, to the Department for Administrative Affairs for annulment of the decision within 30 days from the date of acceptance of the decision.

Decision to be submitted to:

1x1 CA – MINISTRY OF INFRASTRUCTURE;

1x1 - SALLAHU" SH.P.K TALI SH.P.K., JOOS & KRASNIQI - BAZE SH.P.K.,
Lika Company SH.P.K., JAHA SOLAR, Damastion Project SH.P.K., " EUROTRANS "
SH.P.K.;

1x1 Archive of the PRB