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

Psh. No.0529-539/26

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 (LPP) composed by Vedat Poterqoi – President, ruling on the complaint filed by Economic Operators (EO) KRASNIQI SERVICE SH.P.K. and SEFERI - MONT SH.P.K. against the decision to contrat award or design contest issued by the Municipality of Peja—acting as the Contracting Authority (CA)—regarding the procurement activity "Maintenance and Servicing of Official Vehicles (Cars) of the SHCK in the Municipality of Peja" under procurement number 635-26-318-2-1-1, on the 01/09/2026 has issued this:

DECISION

1. Approved, as partly grounded the complaint of the EO "...KRASNIQI SERVICE SH.P.K., No. 2026/0529, dated 24.07.2026, and the complaint by the Economic Operator SEFERI - MONT SH.P.K., No. 2026/0539, dated 27.07.2026, regarding the procurement activity "Maintenance and Servicing of official vehicles (cars) of the SHCK in the Municipality of Peja," with procurement number 635-26-318-2-1-1.

2. Cancelled, B58 Notification regarding the Decision of the Procurement Review Body (PRB) concerning the Municipality of Peja: the procurement activity "Maintenance and Servicing of Official Vehicles (Cars) of the SHCK in the Municipality of Peja" (procurement number 635-26-318-2-1-1) is remanded for re-evaluation.

3.Within a period of 10 days, the Contracting Authority must inform the PRB of all actions taken regarding this procurement activity; otherwise, the PRB has the right to take measures against the Contracting Authority for non-compliance with the decision, as provided for in the provisions of Article 131 of the Law on Public Procurement (LPP).

4.The funds deposited as the fee for filing the complaint are to be returned to the account of the Economic Operator KRASNIQI SERVICE SH.P.K., SEFERI - MONT SH.P.K.

REASONING

-Procedural facts and circumstances -

On the 03.02.2026, the Municipality of Peja, in the capacity of the Contracting Authority, has published the Notice on Contract B05 regarding the procurement activity entitled Maintenance and Servicing of official vehicles (cars) of the SHCK in the Municipality of Peja with procurement number 635-26-318-2-1-1.

The contracting authority has implemented an open procedure, type of contract: service, estimated value of the contract: 150,000.00 €.

On the 14.07.2026 the CA of the Municipality of Peja, has published the Notice on Decision B58 where the EO "Gentian Sakaj B.I." has been recommended for the contract.

On the 17.07.2026, EO KRASNIQI SERVICE SH.P.K., and EO SEFERI-MONT SH.P.K., have submitted a request for review against the Notification of Decision B58 of the Contracting Authority.

On the 20.07.2026, the Contracting Authority has published the decision by which the complaints of both Economic Operators are rejected as unfounded and the notification of the decision of the Contracting Authority is confirmed.

On the 24.07.2026, EO KRASNIQI SERVICE SH.P.K. has submitted to the PRB the complaint with no. 0529/2026, while on 27.07.2026 EO SEFERI-MONT SH.P.K. has submitted to the PRB the complaint with no. 0539/2026.

-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, namely to the notification of the same decision of the Contracting Authority regarding this procurement activity, it has been decided that complaint no. 0529/2026 and complaint no. 0539/2026 shall be merged 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.

The claims of the complaining economic operator KRASNIQI SERVICE SH.P.K. are presented as follows:

This is the fourth Decision, dated 14.07.2026, taken by the Contracting Authority (CA) within the framework of this procurement procedure, as well as the rejection of the request for reconsideration.

1. Initial decision of the Contracting Authority

1.1. The Contracting Authority had initially recommended for contract award the Economic Operator (EO) **SEFERI MONT.**

1.2. We have received the Standard Letter for the Unsuccessful Tenderer.

1.3. The Economic Operator Gentian Sakaj B.I. was eliminated due to non-compliance with the requirements of the Tender Dossier and the Tender Form (TDS).

2. Cancellation of the procurement procedure

After accessing the tender documentation, we found that the recommended EO had arithmetic errors and had interfered with the amount. The Contracting Authority, by decision dated 26.03.2026, has canceled the procurement procedure.

We have submitted a request for review of this decision, but our request was rejected by the CA.

3. **Complaint to the PRB and decision for reassessment**

After the rejection of the request for review, we filed a complaint with the Procurement Review Body (PRB).

With decision no. 216/26, the PRB approved our appeal and obliged the Contracting Authority to return the case for re-evaluation, finding that the cancellation of the procedure was made in violation of Article 62 of the Law on Public Procurement (LPP). Consequently, according to the PRB Decision no. 2026/0216, dated 04.05.2026, the CA is obliged to re-evaluate the offers of economic operators. 3.1. EO SEFERI MONT has not filed an appeal against the decision of the CA nor to the PRB. 3.2. EO Gentian Sakaj B.I. has also not filed an appeal against the decision of the CA nor to the PRB.

4. CA decision during the re-evaluation

During the re-evaluation process, with the decision dated 13.05.2026, the Contracting Authority has eliminated all economic operators, including our bid, claiming that we did not fulfill a requirement of the TDS, which in fact did not exist at all in the tender documentation.

4.1. Meanwhile, the offers of EO SEFERI MONT and Gentian Sakaj B.I. (recommended by the last decision) have been eliminated, with the respective justifications given by the CA.

4.2. None of these economic operators has appealed against the decision of the CA dated 13.05.2026, neither to the CA nor to the PRB.

We have submitted a request for review of this decision, but this request was also rejected by the Contracting Authority.

Subsequently, we filed a complaint with the PRB as the only party with legal interest and as a responsible economic operator.

By decision dated 22.06.2026, no. PRB 2026/0336, the PRB approved our complaint and obliged the Contracting Authority to return the case for re-evaluation, ordering simultaneously:

4. The Contracting Authority - Municipality of Peja is ordered to notify the PRB, within a period of five (5) calendar days, regarding the implementation of the PRB Decision no. PSh.2026/0216, dated 04.05.2026, regarding the procurement activity entitled: "Maintenance and Servicing of official vehicles (cars) of the Public Service Commission in the Municipality of Peja", with procurement number 635-26-318-2-1-1.

5. Failure to comply with this order within the five (5) calendar days deadline will oblige the Review Panel to act in accordance with Article 131 of the LPP and, at the same time, to request from the PPRC the cancellation of the license of the procurement manager of the CA - Municipality of Peja, in accordance with Article 25, paragraphs 8 and 9 of the LPP.

However, on 14.07.2026, in contradiction with the PRB Decision of 22.06.2026, as well as in contradiction with Article 59 of the LPP and Article 40 of the Public Procurement Regulation No. 001/2022, the Contracting Authority has recommended for contract award an Economic Operator, which, in all previous decisions, it had itself assessed as an irresponsible and non-responsive operator.

This Economic Operator, moreover, has consistently agreed with the assessments and findings of the Contracting Authority, without exercising any legal remedy against them.

Below we present only some of the reasons that the Contracting Authority itself had identified in the previous decisions for the elimination of this Economic Operator:

[The relevant images/evidence are placed here.]

Therefore, the CA, solely in order not to recommend us for the award of the contract, in contravention of the LPP and in complete contradiction with the PRB Decisions, has recommended for the contract an EO who is completely irresponsible and, at the same time, is now a party without legal interest, since the same has agreed to the elimination of its bid in all the CA decisions and the PRB Decisions mentioned above.

We request the PRB to approve our COMPLAINT as well-founded, to oblige the CA to return the case for re-evaluation and, after the re-evaluation, in accordance with the provisions of the Law on Public Procurement and the tender documentation, to recommend us for the award of the contract as a responsible and economically responsible Economic Operator.

The claims of the complaining economic operator SEFERI-MONT SH.P.K. are presented as follows:

Complaining claim 1

Claim regarding the failure to meet the criterion of similar experience by EO Gentian Sakaj B.I.the Economic Operator Gentian Sakaj B.I. does not meet the requirements set out in the

Tender Dossier and, as a result, its recommendation for contract award is in contradiction with Articles 65 and 66 of the Law No. 04/L-042 on Public Procurement of the Republic of Kosova, as amended and supplemented. The Tender Dossier clearly states:

Requirement 1: The Economic Operator must provide evidence that it has successfully completed contracts for similar projects (vehicle servicing) in a minimum value of 130,000.00 euros during the last 3 (three) years, counting the period from the date of publication of the Contract Notice.

In the case of a group of economic operators, the leader of the group must have achieved at least 50% of the required value of similar contracts.

Evidence 1: The Economic Operator is obliged to submit the list of contracts carried out according to the Annex to the Tender Dossier, specifying the contract title, contract value, completion date and beneficiary, as well as attach references or minutes proving the performance of the works. For contracts carried out in the private sector, proof of payments through the bank is also required.

From the review of the documentation submitted by the EO proposed for the contract, it results that it fails to prove contracts of a similar nature in the minimum required value of 130,000.00 euros, as required by the Tender Dossier. The Contracting Authority itself has concluded that the contract with the Kosova Police, in the amount of 4,780.00 euros, cannot be considered a contract of the same nature as the procurement object and, consequently, cannot be counted towards fulfilling the criterion of similar experience. Also, the contract with the Municipality of Dragash is not in full compliance with the requirements of the Tender Dossier, as it is not proven that it was successfully completed within the relevant period required. Considering that the opening of bids took place on 16.03.2026, this contract cannot be considered as a completed and implemented contract in terms of the requirements of the Tender Dossier.

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The list of contracts submitted by the EO itself shows that the value of the contracts claimed as similar amounts to 92,174.65 euros. If from this amount the value of 4,780.00 euros of the contract with the Kosova Police, which is not considered a contract of the same nature, is deducted, then the remaining value is significantly lower than the minimum threshold of 130,000.00 euros required by the Tender Dossier.

Consequently, EO Gentian Sakaj B.I. has failed to demonstrate the required professional and technical experience according to the requirements of the Tender Dossier and does not meet the qualification criteria set by the Contracting Authority. Based on Article 65 of the LPP, economic operators must demonstrate their technical and professional capacity in accordance with the criteria set out in the Tender Dossier, while according to Article 66 of the LPP, the Contracting Authority is obliged to rigorously assess and verify the fulfillment of these requirements before awarding the contract. Given that the EO proposed for the contract has not proven the minimum value of similar contracts of 130,000.00 euros and has not fully met the requirements of the Tender Dossier, the recommendation for award of the contract is unfounded on the established

criteria and constitutes a violation of the provisions of the LPP and the fundamental principles of equal treatment, transparency and fair competition in public procurement procedures. Therefore, we request that our complaint be approved, the decision to award the contract to EO Gentian Sakaj B.I. be annulled and the Contracting Authority re-evaluate the bids in accordance with the requirements of the Tender Dossier and the provisions of the Law on Public Procurement.

Complaining claim 2

Regarding the contract submitted by EO Gentian Sakaj B.I. Also, EO Gentian Sakaj B.I., as the economic operator proposed for the award of the contract, has submitted as evidence a contract which was signed by the same person in the capacity of both contracting parties, namely by Mr. Gentian Sakaj as the owner of the business and, at the same time, as the other contracting party.

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Such a document cannot be considered a valid contract for the purposes of proving similar experience, since the fundamental element of the contractual relationship between two different parties is missing. In these circumstances, we are dealing with a document signed by the same person with himself, which does not create a legal contractual relationship and, consequently, cannot serve as valid evidence for fulfilling the requirements of the Tender Dossier.

Furthermore, the Contracting Authority itself, during the evaluation process, has found that this contract cannot be taken into consideration, excluding it from the evaluation of the EO's experience. This finding confirms that the document in question is not in accordance with the requirements of the Tender Dossier and does not meet the criteria set for proving similar contracts.

Consequently, the acceptance or consideration of this contract would be contrary to the requirements of the Tender Dossier, as well as to Article 65 and Article 66 of Law No. 04/L-042 on Public Procurement, which oblige economic operators to prove the fulfillment of the qualification criteria with valid, authentic and reliable documents. A contract signed by the same person on both sides cannot be considered reliable evidence of previous experience and, as such, should not produce any legal effect in the procurement procedure.

Complaint 3

Complaint - Failure to complete the Form for the Extension of the Validity of the Bid by the EO

KRASNIQI SERVICE

The Economic Operator KRASNIQI SERVICE has not fulfilled the requirements set out in Article 59 and Article 72 of the Law No. 04/L-042 on Public Procurement (LPP), and has acted in contradiction with the Guideline No. 002/2024 on Supplementing-Amending Guideline No. 001/2023 on Public Procurement, specifically Article 10 - Clarification of tenders during the tender evaluation process.

During the procurement procedure, the Contracting Authority has requested from the economic operators the continuation of the validity of the bid and the bid security, clearly specifying that the economic operators must complete PART C - Form for the Extension of Validity.

Although EO KRASNIQI SERVICE has submitted the form in question, it has not been completed in accordance with the requirements of the Tender Dossier and the legal provisions, presenting fundamental deficiencies that make the bid administratively irresponsible.

Specifically:

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In point 5 of the Form for Extension of Validity, the economic operator has not declared the fixed amount of the bid security of 15,000.00 Euro, which represents 10% of the value of the contract, according to the requirement set out in the Tender Dossier and for the required period of 25 months.

Also, in point 6 of the same form, EO KRASNIQI SERVICE has not declared its nationality, although this field is a mandatory part of the standard form and is required to be completed by the economic operator.

These deficiencies cannot be considered as formal omissions or errors of a technical nature, since they relate to the failure to complete the standard form, which is a mandatory administrative document and must be submitted completed according to the requirements of the Tender Dossier.

Furthermore, Guideline No. 002/2024, in the part regulating the handling of forms during the evaluation of tenders, clearly stipulates that:

The tender form is not properly completed or is missing - Reject the tender without requesting further information.

This provision does not leave the Contracting Authority room to request clarifications or subsequent additions when the form has not been completed according to the requirements, as such an action would be contrary to the principles of equal treatment, transparency and fair competition, guaranteed by the Law on Public Procurement.

Consequently, the Contracting Authority was obliged to declare the offer of EO KRASNIQI SERVICE administratively irresponsible and to reject it, without requesting additional information or completions, as required by the provisions of the LPP and the Public Procurement Guidelines.

Therefore, based on Article 59 and Article 72 of the LPP, as well as Guidelines No. 002/2024, we request that it be found that EO KRASNIQI SERVICE has not fulfilled the administrative requirements of the Tender Dossier and, consequently, its offer should be declared irresponsible and excluded from the further evaluation procedure.

And as support for this claim, we attach the relevant photographs and documentation, which clearly demonstrate the above deficiencies.

Complaining claim 3.1.

EO KRASNIQI SERVICE has not fulfilled the administrative requirements of the Tender Dossier, while the Contracting Authority has selectively applied the public procurement legislation by declaring its bid responsive in violation of the Law on Public Procurement and Guideline No. 002/2024. The Contracting Authority has acted in violation of the provisions of Law No. 04/L-042 on Public Procurement, the Tender Dossier and Guideline No. 002/2024 on Supplement-Amendment of Guideline No. 001/2023 on Public Procurement, by considering the bid of the Economic Operator KRASNIQI SERVICE responsive, although this economic operator has not fulfilled one of the administrative requirements set by the Contracting Authority itself.

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From the documentation administered in this procedure it results that the Contracting Authority, through the official notification addressed to all economic operators regarding the extension of the validity of the offers, has expressly requested that each economic operator: you must complete Form C, which is contained in the Tender Dossier of this procurement activity, which must be signed and stamped and forwarded to the Contracting Authority together with the new tender security..."

From this request it clearly results that the completion of Form C was not optional or formal, but a mandatory administrative requirement, imposed by the Contracting Authority itself as a condition for the continuation of the validity of the bid. However, from the bid documentation of the Economic Operator KRASNIQI SERVICE it is established that Form C was not completed according to the requirements of the Tender Dossier. Specifically:

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In point 5 of the form the amount of the performance security is not declared, although the form expressly requires the declaration of the value or percentage of the security; in point 6 it is not the nationality of the economic operator has been declared, although this field is an integral and mandatory part of the standard form.

Failure to complete these sections cannot be considered a technical error or formal omission, as it concerns the failure to complete a standard administrative form, which the Contracting Authority itself had requested to be completed, signed and stamped. Furthermore, Guideline No. 002/2024 on Supplementing-Amending Guideline No. 001/2023 on Public Procurement, in the table on the handling of administrative documents during the bid evaluation process, clearly and imperatively stipulates that: The tender form is not properly completed or is missing - Reject the tender without requesting further information. This provision is not recommendatory, but prescriptive, and does not leave the Contracting Authority any discretion to tolerate incomplete forms or to allow the continuation of the procedure with an economic operator that has not met the administrative requirements. Consequently, at the moment when the Contracting Authority found that Form C of the Economic Operator KRASNIQI SERVICE was not completed according to the requirements of the Tender Dossier, it had only one legal obligation: to reject the bid of this

economic operator, without requesting additional information and without treating the bid as responsive.

Despite this, the Contracting Authority has acted selectively, by not applying the same legal standard to all economic operators and by favoring the Economic Operator KRASNIQI SERVICE, although its bid did not meet the administrative requirements of the Tender Dossier. Such an action constitutes a direct violation of Article 59 of the Law on Public Procurement, which obliges the Contracting Authority to evaluate only bids that meet the requirements of the Tender Dossier, as well as Article 72 of the LPP, which regulates the handling of documentation during the evaluation process. Also, this action seriously violates the fundamental principles of public procurement, namely: the principle of legality; the principle of equal treatment and non-discrimination; the principle of transparency; the principle of fair competition.

The Contracting Authority cannot require economic operators to complete an administrative form as a mandatory condition of the procedure and, at the same time, declare an economic operator who has not completed that form according to the requirements set by the Contracting Authority itself the winner. Such an interpretation would legitimize the non-compliance with the conditions of the Tender Dossier and would seriously undermine the legal certainty and integrity of the procurement procedure. Consequently, it is clear that EO KRASNIQI SERVICE has not fulfilled the administrative requirements of the Tender Dossier, while the Contracting Authority has acted in violation of the Law on Public Procurement and Guideline No. 002/2024, considering its offer as responsive. Audi 11/4 AUTO SHTEPIA SERVICE. SEFERIMONT. PEJË-KOSOVO. Tel. 044/125-493

Therefore, we propose to the Review Panel of the Procurement Review Body to find that the Contracting Authority has incorrectly applied the provisions of the Law on Public Procurement and Guidelines No. 002/2024, to find that the Economic Operator KRASNIQI SERVICE has not fulfilled the administrative requirements of the Tender Dossier and, consequently, to declare its bid irresponsible.

Furthermore, since this violation constitutes one of the material violations identified in this

procedure and in relation to the other complaint claims, we request that the PRB cancel the procurement activity in its entirety, as the procedure was conducted in violation of the Law on Public Procurement and does not guarantee equal treatment, transparency and fair competition between economic operators.

Complaining Claim 4.

The Economic Operator KRASNIQI SERVICE has not fulfilled the requirements set out in the Tender Dossier Form (TDS), as its offer is not in accordance with the administrative and technical requirements set out by the Contracting Authority.

Specifically, EO KRASNIQI SERVICE has submitted only a declaration regarding point 9.1.5 of the TDS, but has not submitted Annex 1 - Mandatory Technical Specifications, which was an integral part of the Tender Dossier and a mandatory document to be completed, signed, stamped and scanned by each economic operator.

The Tender Dossier clearly stipulates that Annex 1 - Mandatory Technical Specifications must be printed, completed according to the requirements, signed, stamped and submitted as part of the bid.

This annex is not simply an information document, but contains technical requirements and contractual obligations that the economic operator must accept and undertake in a clear and unconditional manner.

This annex, among other things, stipulates that: Economic Operators must be familiar with the specifics of the activity of the Municipality of Peja, so that the approach to the implementation of the contract is adequate. The vehicles of the Municipality of Peja are in continuous operation and are used for the operational needs of the institution, for which there is a need for servicing to be carried out according to the requirements of the Contracting Authority. Servicing and delivery must be carried out in the vehicle fleet of the Municipality of Peja, no later than 10 (ten) days from the date of issuance of the Purchase Order, and this obligation must be respected throughout the entire period of contract implementation.

However, EO KRASNIQI SERVICE has not submitted Annex 1, consequently it has not declared and has not formally accepted the obligation that during the contract period of 24 months it will carry out servicing and delivery within a maximum period of 10 days from the date of receipt of each Purchase Order.

Also, by not submitting the signed and stamped Annex 1, the EO has not confirmed the acceptance of the technical specifications, the list of vehicles and trucks of the Contracting Authority, as well as all technical requirements set out in this annex.

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The failure to submit this document constitutes a failure to comply with a mandatory requirement of the Tender Dossier, which cannot be replaced by a general declaration, since the technical specifications constitute the basis on which the Contracting Authority assesses the compliance of the offer with the requirements of the procurement procedure.

Furthermore, such an action is in contradiction with Article 19 - Technical Specifications of the Public Procurement Regulation (Consolidated Version), which requires economic operators to prove the compliance of their offer with the technical specifications determined by the Contracting Authority.

Consequently, the offer of EO KRASNIQI SERVICE is not in accordance with the requirements of the Tender Dossier and does not prove full acceptance of the mandatory technical specifications. As a result, the bid should be considered irresponsible and eliminated from the further evaluation procedure, in accordance with the provisions of the Public Procurement Law, the Public Procurement Regulation and the requirements of the Tender Dossier.

For this claim, we attach as evidence the Tender Dossier, Annex 1 - Mandatory Technical Specifications, as well as the bid documentation of EO KRASNIQI SERVICE, which clearly

proves that this mandatory document was not submitted, signed and stamped according to the requirements of the Contracting Authority.

Complaining claim 5.

The Contracting Authority, by decision dated 26.03.2026, had cancelled the procurement activity in question.

This decision was taken as a result of the finding of errors in the tender documentation, specifically in the Proforma and the Proforma Invoice, which errors were also acknowledged by the Contracting Authority itself.

From the documents obtained through access to public documents, it results that there is an official communication via e-mail between the officials of the Contracting Authority and the official Ms. Shpresa Bukleta Gjuka, dated 25.03.2026, in which it is clearly confirmed that in the Proforma and the Proforma Invoice there were material errors.

This communication constitutes indisputable proof that the Contracting Authority itself has admitted that the tender documentation was not drafted correctly, as there were discrepancies between the Proforma Invoice and the Preliminary Invoice published on the electronic procurement platform and the documentation submitted in physical form.

Consequently, it is unsustainable and contrary to the principle of legal certainty that the Contracting Authority, after having ascertained and accepted these errors, subsequently undertakes actions that contradict its own decision and findings. Furthermore, the documentation shows that in Part D - Bodywork, specifically in position no. 12 - Parking Sensors, vehicles are included for which this equipment does not exist at all.

Therefore, not all vehicles listed in the Bill of Quantities are equipped with parking sensors, which clearly proves that the Bill of Quantities and the Preliminary Calculation were not prepared on accurate technical data.

Based on this factual situation, we as an economic operator have acted with professional responsibility, by not setting a price for positions that objectively could not be offered, but by marking "N/A", since there was no real possibility of offering a service or part that did not apply to the relevant vehicles.

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In fact, from subsequent communications of the Contracting Authority it results that this position in fact was only related to two vehicles, which proves once again that the Preliminary Measurements and Preliminary Calculation have been incorrect and have created serious uncertainties for economic operators during the preparation of the bids.

In these circumstances, when the Contracting Authority itself has admitted the existence of material errors and when these errors directly affect the preparation and comparability of the bids, continuing the procurement procedure violates the fundamental principles of transparency,

equality of treatment, proportionality and fair competition, guaranteed by the Law on Public Procurement.

For this reason, we consider that the legal conditions for the cancellation of this procurement activity have been met, as the tender documentation contained substantial errors that directly affected the preparation of bids and the equal treatment of economic operators.

Therefore, we request the Contracting Authority, in accordance with the provisions of the Public Procurement Law and the Public Procurement Regulation, to respect its previous findings and decisions, to take into account the attached evidence and to cancel the procurement activity, as there are sufficient facts and evidence that prove that the Estimate and the Preliminary Account were incorrect and violated the regular and lawful development of the procedure.

In support of this claim, we attach the electronic communications dated 25.03.2026, the documents obtained through access to public documents, as well as the relevant evidence that proves the errors in the Estimate and the Preliminary Account.

In the official communication published on the e-Procurement platform, it can be clearly stated that the official of the Contracting Authority, Ms. Shpresa Bukleta Gjuka, admits the existence of errors in the tender documentation, apologizing to the economic operators and stating that "a technical error occurred in the Pre-Quantity and Pre-Accounting."

This admission constitutes direct evidence that the deficiencies in the documentation are not unfounded claims of economic operators, but have been accepted by the Contracting Authority itself.

Consequently, this fact proves that the Bill of Quantities and the Preliminary Estimate have not been drafted correctly and have contained errors that have affected the preparation of the bids and the regular conduct of the procurement procedure.

For this reason, we request that this official communication be assessed as relevant evidence in this procedure, as it confirms that the Contracting Authority itself has accepted the existence of material errors in the tender documentation.

Complaining claim 6.

Furthermore, we consider that in the specific case there is a full legal basis for the Procurement Review Body to decide to cancel this procurement activity in its entirety. This is due to the fact that we are not dealing with a formal omission or an irregularity of a technical nature, but with material violations that have directly affected the content of the tender documentation, the preparation of bids by economic operators and the lawful development of the procurement procedure.

The Contracting Authority itself, with the decision dated 26.03.2026, has admitted that the tender documentation contained material errors and for this reason had decided to cancel the procurement activity.

Also, from the official electronic communication dated 25.03.2026 it results that the officials of the Contracting Authority have expressly accepted the existence of errors in the Bill of Quantities and the Preliminary Account.

These facts constitute an official admission of deficiencies by the Contracting Authority itself and cannot be ignored during the review of this complaint.

In these circumstances, the continuation of the procurement procedure, despite the acceptance of material errors by the Contracting Authority itself, is contrary to the fundamental principles of the Law on Public Procurement, namely the principles of legality, transparency, equal treatment of economic operators, proportionality, fair competition and legal certainty. Therefore, any decision to continue this procedure is legally unsustainable, as it is based on documentation that the Contracting Authority itself has admitted to be inaccurate. If such a procedure were allowed to continue, a procurement process carried out on documentation with material errors would be legitimized, which contradicts the purpose of the Law on Public Procurement and undermines the trust of economic operators in the development of fair and lawful procedures. Consequently, taking into account the nature and gravity of the violations found, as well as the fact that they have been acknowledged by the Contracting Authority itself, we propose to the Review Panel of the Procurement Review Body, in the exercise of its legal powers, to approve this appeal and to decide on the cancellation of the procurement activity in its entirety, as this is the only effective legal remedy for restoring legality and guaranteeing equal treatment of all economic operators.

From all the facts, material evidence and legal arguments presented in this appeal, it clearly results that the Contracting Authority has conducted the procurement procedure in violation of the provisions of the Public Procurement Law, the Public Procurement Regulation, the Administrative Instructions and the requirements of the Tender Dossier.

During the evaluation procedure, the Contracting Authority has recommended for the award of the contract an economic operator that does not meet the qualification criteria set out in the Tender Dossier, has not acted in accordance with the legal requirements during the examination of the bids and has allowed the participation of economic operators that have not met the administrative and technical requirements of the procedure.

Also, despite the fact that the complaining Economic Operator submitted a request for reconsideration based on concrete evidence and legal arguments, the Contracting Authority rejected it without providing sufficient legal reasoning and without individually examining each of the complaining claims, acting in violation of Article 108/A of the Law on Public Procurement.

Such a decision does not meet the standards of administrative reasoning and violates the economic operator's right to an effective legal remedy.

Furthermore, from the attached evidence it results that the Contracting Authority itself has admitted the existence of material errors in the tender documentation, namely in the Bill of Quantities and the Preliminary Invoice, errors which have directly affected the preparation of the bids and the equal treatment of economic operators. In these circumstances, the continuation of

the procurement procedure violates the fundamental principles of legality, transparency, equal treatment, proportionality and fair competition, guaranteed by the Law on Public Procurement. Given that the violations identified are of a material and procedural nature, they have affected the legality of the entire procurement procedure and cannot be considered as insignificant formal omissions. Consequently, the decision of the Contracting Authority to award the contract is issued in contradiction with the provisions of the Law on Public Procurement and cannot produce legal effects.

CA's response to the request for review for KRASNIQI SERVICE SH.P.K.:

The Contracting Authority, after reviewing the request for review submitted by the Economic Operator KRASNIQI SERVICE SHPK, regarding the procurement activity with no. 635-26-318-2-1-1, finds that the request is unfounded for the following reasons: In accordance with the Decisions of the Procurement Review Body (PRB), the Contracting Authority has returned the case for re-evaluation from scratch, by developing a new process of examination, evaluation and comparison of offers, in accordance with the Law on Public Procurement and the decisions of the PRB. During this re-evaluation process, all participating economic operators were requested to continue the validity of their offers and tender security. As a result, three (3) economic operators have continued to submit their bids and tender documents within the deadline, maintaining their status as bidders responsible for the continuation of the procedure. The Re-evaluation Commission has reviewed the bids of only those economic operators that have met this requirement and has carried out the evaluation process in accordance with Article 59 of the Law on Public Procurement and the relevant provisions of the Public Procurement Regulation. After the completion of the re-evaluation, the commission has found that the economic operator recommended for the award of the contract is the one that has submitted the responsive bid with the lowest price, fulfilling all the requirements of the Tender Dossier and the criteria set for the award of the contract. The claims of the Economic Operator KRASNIQI SERVICE SHPK that the Contracting Authority has not implemented the decisions of the PRB do not stand, since the re-evaluation was conducted from the beginning, in accordance with the orders of the PRB and the legislation in force. The fact that during the procedure only the economic operators that have continued the validity of the offers and the tender security have remained in the competition does not constitute a violation of the Law on Public Procurement, but is the result of compliance with the legal and procedural requirements. Also, the applicant's claims regarding the assessments made in the previous stages of the procedure do not affect the legality of the current re-evaluation, since the case has been handled from the beginning and the re-evaluation commission has taken its decision on the basis of the documentation, valid offers and the factual situation at the time of the re-evaluation. Therefore, the Contracting Authority assesses that the request for review does not contain arguments or evidence that would prove a violation of the Law on Public Procurement or the provisions of the Tender Dossier during the re-evaluation process.

CA's response to the request for review for SEFERI-MONT SH.P.K.:

After reviewing the request for review submitted by the Economic Operator SEFERI MONT SH.P.K., regarding the procurement activity no. 635-26-318-2-1-1, the Contracting Authority finds that the request is unfounded. The Contracting Authority clarifies that during the

reevaluation process it acted in full compliance with the Decisions of the Procurement Review Body (PRB), the Law on Public Procurement, the Regulation on Public Procurement, as well as with the requirements of the Tender Dossier. The case has been returned to the reevaluation from point zero, where the reevaluation commission has carried out the examination, evaluation and comparison of the offers in an impartial manner and only on the basis of the tender documentation and the requirements specified in the Tender Dossier.

During this process, the Contracting Authority has requested economic operators to continue the validity of their bids and tender security. Only economic operators that have fulfilled this requirement have continued to be part of the re-evaluation procedure. The re-evaluation committee has found that the economic operator recommended for contract award meets all the administrative, professional and technical requirements set out in the Tender Dossier and, at the same time, has submitted the bid with the lowest price.

The claims of the Economic Operator SEFERI MONT SH.P.K. are not based on evidence proving that the Contracting Authority acted in violation of the Law on Public Procurement or the Tender Dossier. On the contrary, the entire re-evaluation process was conducted in accordance with the legal provisions and the requirements of the tender documentation. The Contracting Authority did not deviate from the criteria set out in the Tender Dossier and did not apply additional or discriminatory criteria during the evaluation of the bids. All economic operators were treated equally and according to the same criteria set out in the tender documentation. Consequently, the Contracting Authority assesses that the claims of the Economic Operator SEFERI MONT SH.P.K. are unfounded and do not constitute a legal basis for amending the Decision on the award of the contract. The request for review of the Economic Operator SEFERI MONT SH.P.K. is rejected as unfounded.

The expertise report with no. 0529/2026 has been duly accepted by all procedural parties.

The CA did not agree with the recommendations of the review expert's report, while the EO agreed with the review expert's report.

The expertise report with no. 0539/2026 has been duly accepted by all procedural parties.

The CA did not agree with the recommendations of the review expert's report, nor did the EO agree with the review expert's report.

The review panel assessed that the conditions were met to decide on this case without a hearing session within the meaning of Article 24 paragraph 1 of the Rules of Procedure of the PRB, taking into account that the claims of the parties and their submissions, the evidence and the review expert's report provide sufficient data to decide on the merits of the case.

-Administration and evaluation of evidence –

In order to fully establish the factual situation, the review panel has administered as evidence the report of the review expert, the submissions and documents of the complainants, the letters and documents of the contracting authority, the relevant documents related to the procurement activity, as well as all evidence proposed by the procedural parties. Regarding the claims of EO

KRASNIQI SERVICE SH.P.K., the review expert through report no. 2026/0529 has assessed as follows: Introductory clarification: The complaining EO has submitted a complaint to the PRB for the third time regarding this procurement activity, raising complaint claims which have been reviewed by the review expert and the same, in his opinion, has provided a response as follows.

Claim 1

“This activity contains four decisions taken by the CA, firstly, EO Seferi Mont was recommended for a contract, while Gentian Sakaj B.I. was eliminated due to non-fulfillment of the requirements of the dossier, after we presented the interventions in the pre-measure by the recommended EO, the CA canceled this procedure. With the complaint made to the PRB, the case was returned for re-evaluation where the CA eliminated all economic operators, including us, due to requests that did not exist at all in the tender documents. None of the participating operators exercised their right to appeal in relation to the decisions taken by the CA. After the rejection of the request for re-examination by the CA, we again filed a complaint with the PRB where our request was approved by the PRB and the case was returned for re-evaluation and after the re-evaluation, an operator was recommended for a contract who consistently agreed with the assessments and findings of the contracting authority, not exercise any legal remedy to oppose them.

Response

The review expert explains that this is the third complaint that is accepted by the Procurement Review Body, submitted by the same economic operator. With the last decision issued by the Review Panel, the case has been returned for re-evaluation for the second time and after the re-evaluation, the CA has recommended for the contract another economic operator who has the lowest price but that with the decisions issued previously by the CA the same has been eliminated for certain reasons and only with the last decision this operator has been recommended for the contract.

We clarify that according to the evidence in the e-procurement system, the EO recommended for contract can be seen that only once submitted a request for review within the Contracting Authority on date 21/03/2026 and after this request this operator has not attacked any other decision published by the CA either with a request for review or with a complaint to the PRB. In this specific case, the expert, in his opinion, explains that the reasons for which the previously recommended EO was eliminated were challenged only by the Contracting Authority, but according to the CA's response, the case was returned for re-evaluation regarding the errors in the evidenced preliminary measure and not due to other claims received by the complaining EO, where after this the CA issued a decision to cancel the tender. So, only after challenging the decision for cancellation and after returning the case for re-evaluation with the PRB's decision, the CA issued a decision to recommend the eliminated operator as responsible for the same operator, the reasons for whose elimination were never reviewed and no response was given to them either within the contracting authority or by the PRB. However, we clarify that taking into account that the PRB has received another complaint for this procurement activity, where claims were also raised about the recommended EO and after reviewing them according to the expert's

opinion in the other report we have clarified that the recommended EO has not fully met the requirements of the tender dossier regarding similar contracts in the last three years, respectively the document submitted as a reference for the last contract from the list of contracts, however, it remains at the discretion of the Contracting Authority to verify them according to Article 52.7 of the LPP.

In our opinion, we assess that the case when all economic operators should be taken into account upon receipt of a complaint and return of the case for re-evaluation is the case when all economic operators are eliminated for the same reason which is then clarified by the PRB that it is not considered a reason for elimination and in such a case, in accordance with Article 7 of the Law on Public Procurement (LPP), all operators for the same reasons for elimination should be treated equally regardless of whether or not those operators have filed complaints. From the clarifications made above, we assess that the claim raised by the complaining EO is partially grounded.

Regarding the claims of EO SEFERI-MONT SH.P.K., the review expert through report no. 2026/0539 has assessed as follows:

Introductory clarification: The review expert initially explains that for this procurement activity it is the third time that the PRB receives a complaint from economic operators, while it is the first time that a complaint is received from this economic operator even though there have been three other decisions of the contracting authority before. However, I am authorized as an expert to review this complaint and according to Article 113 and 114 of the Law on Public Procurement I have reviewed the claims raised with the complaint received by the Procurement Review Body.

Claim 1

“The recommended EO has not successfully completed contracts for similar projects over the last three years in a minimum value of 130,000.00 euros. The CA itself has also found that some contracts such as the one with the Kosova Police and the Municipality of Dragash have not been in full compliance with the requirements of the dossier.”

The review expert explains that the tender dossier, among other things, also required that the participating operators have completed similar contracts in the last three years in a value of 130,000.00 euros and as evidence to submit references, minutes of work performance or bank payments in the case of the private sector. The recommended EO in its bid has submitted a list of contracts and some relevant references, some invoices and bank statements as evidence of invoice payments.

We clarify that even if all invoices submitted in the bid by the recommended EO are accepted, including references and technical acceptances, we still consider that without the last reference, the amount requested through the TDS is not reached. In the opinion of the review expert, the last reference with the Municipality of Dragash in the amount of 60,000.00 euros is not acceptable for the reason that even though according to the reference the contract was terminated before the foreseen time, in the opinion of the review expert, this reference cannot be considered entirely as a valid document because even though it was issued by a public institution, it contains

only a signature and a circular stamp but not a protocol stamp as any official document issued by public institutions should have to make this official document valid, however, we assess that it remains at the discretion of the Contracting Authority to verify this document based on Article 52.7 of the Law on Public Procurement (LPP). We note that the first contract according to the list of contracts also relates to supply as alleged in the complaint and which we assess is not in accordance with the criteria of the tender dossier for similar contracts.

We further clarify that the failure to meet these requirements was previously given by the Contracting Authority as a reason for the elimination of the recommended EO and the CA has accepted a request for reconsideration but that the justification is not accepted by the CA because the return of the case for re-evaluation was made due to errors in the amount and not due to the claims raised, the recommended EO later, even after the publication of other decisions by the CA, when the same reasons for elimination were repeated, did not continue with other complaints either as a request for reconsideration or in other bodies that we consider that these reasons for elimination have never been reviewed by the competent bodies. From the clarifications made above, we assess that this claim raised by the complaining EO is partially grounded.

Claim 2

"The recommended EO has submitted as evidence a contract signed by the same person in the capacity of both contracting parties. This document cannot be considered valid for the purpose of proving similar experience and even the CA itself has accepted this".

Regarding the contract submitted for the owner of the economic operator who also presents himself as an employee, we clarify that the recommended EO is seen to have wanted to act in accordance with the requirements of the tender dossier, but in these cases the opinion of the review expert is that in the case where the owner of the operator himself is a specialist in a certain position, then it is sufficient for the owner to present himself as an employee along with the required profession in the staff list submitted with the bid, while we assess that in such a case there is no need to submit the employment contract because this can be proven through the business certificate and other evidence that can be submitted during the assessment of work experience.

We consider that this claim is unfounded.

Claim 3

"Failure to complete the form for the extension of the validity of the bid by EO Krasniqi Service. In point 5 of the form for the extension of the validity, the EO did not declare the amount of the bid security of 15,000.00 euros and according to the guidelines, in this case the tender is rejected. Also, in point 6 of the same form, this EO did not declare its nationality, although this field is a mandatory part. The CA requested the completion of form C, which is found in the DT, from each operator through the submitted request for the extension of the validity of the bid and security.

The review expert clarifies that the point on which the complaining EO was called regarding the tender form relates to the tender submission phase and this form is automatically generated by the e-procurement system and does not relate to the extension of the validity of the bids, namely the reference to point 10 of the Public Procurement Guidelines. The CA's request regarding the extension of validity by completing Form C of the tender dossier and the allegations of the lack of completion of certain information in this form, in our opinion, we clarify that they are not in accordance with the public procurement rules.

As can be seen from Part C: Tender Submission Form, in the note section it is clarified that this form is only required when the tender is submitted in hard copy because in electronic form this form is created through the system and we even clarify once again that this form is required when submitting the tender and not for the continuation of the validity or security of the tender. Therefore, the CA cannot add requests outside those presented in the NJK and DT and we also do not consider that it can add requests that are outside the rules defined by the law and the public procurement regulation. From the response given, we assess that this claim raised by the complaining EO is unfounded.

Claim 4

“The complaining EO has only submitted a statement regarding point 9.1.5 of the FDT, but has not submitted Annex 1 - Mandatory Technical Specifications, which was an integral part of the tender dossier and a mandatory document to be completed. Therefore, the failure to submit Annex 1 means that the EO has not formally accepted the obligation that during the 24-month contract period it will carry out servicing and delivery within a maximum period of 10 days from the date of receipt of each purchase order.

The review expert reflects that this issue for this procurement activity is already an issue reviewed earlier by the review expert and there is also a decision of the review panel, decision no. 2026/0336. Regarding delivery and deadline, we also clarify that this criterion was not part of the FDT, and according to Article 56, point 3 of the LPP, a tenderer should not be eliminated due to requirements that were not previously part of the Contract Notice and the Tender Dossier. We assess that this claim raised is unfounded.

Claim 5

“The CA, by decision dated 26/03/2026, had cancelled the procurement activity in question as a result of the findings of errors in the tender documentation, specifically in the amount and the preliminary invoice. There is also an official communication via e-mail between the officials of the CA in which the errors are clearly confirmed.”

Regarding the claim raised, we clarify that this issue has already been reviewed by the Procurement Review Body for the first time, upon receipt of the first complaint for this procurement activity and there is an expert report and also a decision of the Review Panel with no. 2026/0216. We also clarify that the complaining EO had the opportunity to raise this aspect raised according to the LPP at the appropriate stage provided for in Article 108/A of the LPP. We assess that this claim raised by the complaining EO is unfounded.

Claim 6

“There is a full legal basis for the Procurement Review Body to decide to cancel this procurement activity in its entirety. Because we are not dealing with a formal omission but with a material violation and for this reason the cancellation of the procurement activity was decided”.

We clarify that the answer given in the previous claim also applies to this claim, which is that for the reason stated by the complaining operator there is a preliminary review by the PRB.

- Findings of the Review Panel –

The Review Panel assesses that the Review Expert Report, drafted at the request of the Panel regarding the dispute in this case of public procurement activity, contains the essential elements of such a document as foreseen by the provision of Article 113 in conjunction with Article 114 of the LPP, according to which the expert is required to review all procurement documentation, including all complaint claims and to provide the Panel and all parties to the dispute with an independent and professional assessment of the procurement activity and the validity of the complaint claims. However, it should be noted that the legal fact that the expert report is not binding on the Review Panel and that any such report is assessed and/or analyzed in the general context of the case files, the alleged facts and other possible evidence, taking into account the nature of the possible violations, the course, nature and purpose of the procurement activity, therefore the fact in which cases and for what, the Panel relies or not, on the expert report and/or any of the recommendations, is a matter of his/her independent and professional judgment, as these responsibilities are addressed in the sense of Article 98, 99 in conjunction with Article 105 of the Public Procurement Law.

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's report and his assessments are acceptable and that the Review Panel rightly took his Report into consideration when making the decision. Consequently, the Review Panel, regarding the claims of the complaining economic operators, has given full confidence to the review expert's report, therefore the Review Panel, without the need for further clarifications, assesses as grounded the complaints of the complaining EOs to cancel the notification on the CA's decision to award the contract, while the procurement activity is returned for re-evaluation.

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 KRASNIQI SERVICE SH.P.K. is approved as partially grounded. Consequently, the Review Panel has decided regarding the procurement activity titled Maintenance and Servicing of official vehicles (cars) of SHCK in the Municipality of Peja with procurement number 635-26-318-2-1-1, to cancel the contract award notice and return the case for re-evaluation. The Review Panel, taking into account the above-mentioned description and facts and after reviewing the case files, concrete analysis and documentation of the case, finds the complaint of the economic operator to be well-founded, suggesting that the

procurement activity in question be re-evaluated and that during the re-evaluation the CA act in full accordance with the legal provisions of the LPP and the requirements of the tender dossier and contract notice.

Based on the above, the Review Panel considers that the actions and acts of the CA, and the assessments of the review expert regarding the fulfillment or not of the conditions described above and the complaint allegations in this case constitute sufficient grounds for the procurement activity to be returned for re-evaluation.

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 SEFERI-MONT SH.P.K. is approved as partially grounded. Consequently, the Review Panel has decided regarding the procurement activity titled Maintenance and Servicing of official vehicles (cars) of the Public Works Department in the Municipality of Peja with procurement number 635-26-318-2-1-1, to cancel the contract award notice and to return the case for re-evaluation.

Based on the above, the Review Panel considers that the actions and acts of the CA, and the assessments of the review expert regarding the fulfillment or not of the conditions described above and the complaint statements in this case constitute sufficient grounds for the procurement activity to be returned for re-evaluation.

The Review Panel has decided in accordance with the legal competences in terms of Article 104 paragraph 1 in connection with Article 103, Article 105 and Article 117 of the LPP to implement the procurement review procedure in a prompt, fair, non-discriminatory manner, with the aim of resolving the case legally and effectively.

For point I of the decision, it has been decided based on Article 117 of the LPP in connection with Article 29 and 31 paragraph of the PRB Rules of Procedure.

Point II of the decision was decided based on Article 131 of the LPP in conjunction with Article 29 paragraph 3 of the PRB Rules of Procedure.

Point III of the decision was decided based on Article 31, paragraph 4 and paragraph 6 of the PRB Rules of Procedure in conjunction with Article 118 of the LPP.

From what was said above, it was decided as in the provision of this decision.

President of the Review Panel

Mr. Vedat Poterqoi

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 – **MUNICIPALITY OF PEJA;**
1x1 EO **– KRASNIQI SERVICE SH.P.K., "SEFERI- MONT" SH.P.K.;**
1x1 Archive of the PRB