



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

Psh. No.317/26

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, deciding upon the complaint of the Economic Operator (EO) “KOSOVA MOTORS GROUP ” S H.P.K., against the Decision for awarding a contract to the KOSOVA POLICE in the capacity of Contracting Authority (CA) regarding the procurement activity SUPPLY OF AUTOCARRIERS (MARIMANGË) FOR KP-in-Retender with procurement number 214/30400-25-11147-1-1-1, on the 11/06/2026 has issued this:

DECISION

1. Approved, as grounded the complaint of the EO “KOSOVA MOTORS GROUP ” S H.P.K. with no.2026/0317, dated 15/05/2026, regarding the procurement activity SUPPLY OF AUTOCARRIERS (MARIMANGË) FOR KP-in-Ritender with procurement number 214/30400-25-11147-1-1-1.
2. **Cancelled**, B58 Notice on the Decision of the CA of the KOSOVO POLICE, while the procurement activity SUPPLY OF AUTOCARRIERS (MARIMANGË) FOR KP-in-Retender with procurement number 214/30400-25-11147-1-1-1 is returned for Re-evaluation.
3. Within 10 days, the CA must inform the PRB of all actions taken regarding this procurement activity, otherwise, the PRB has the right to take measures against the CA for non-compliance with the decision as provided for in the provisions of Article 131 of the LPP.
1. 4. The funds deposited in the name of the tariff fee for filing the complaint are returned to the account of the Economic Operator KOSOVA MOTORS GROUP ” S H.P.K.

REASONING

-Procedural facts and circumstances -

On the 19.12.2025, the KOSOVA POLICE, acting in the capacity of the Contracting Authority, has submitted an Invitation to Bid, for the procurement activity ““SUPPLY WITH AUTOCARRIERS (MARIMANGË) FOR KP-in-Ritender” with procurement no.: "214/30400-25-11147-1-1-1"

The contracting authority has implemented an open procedure, contract type: Supply, estimated contract value: 243,000.00. €

On the 28.04.20206. KOSOVA POLICE acting in the capacity of Contracting Authority, has published the Notice on the decision (B58), against the notice for award of the contract where GOE "AGS Corporation and Auto Kacandolli were recommended for the contract.

On the 03.05.2026, the complaining EO submitted a request for review where on date 06.05.2026. CA has rejected as unfounded the request for review.

On the 15.05.2026, EO KOSOVA MOTORS GROUP " S H.P.K. has submitted a complaint to the PRB, which has been recorded with protocol number 2026/0317, attacking the Decision cited above of the CA, against the notice for award of the contract.

-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.

The claims of the complaining economic operator KOSOVA MOTORS GROUP " S H.P.K. are presented as follows:

By analyzing the decision of the CA to reject the request for review dated 06.05.2026, we, EO Kosova Motors Group sh.p.k. (hereinafter: "KMG"), as an economic operator who submits this complaint to the Procurement Review Body (hereinafter: "PRB") against the notification of the CA for the award of the contract and against the decision of the CA to reject the request for review dated 06.05.2026, we conclude that in this complaint we will present below our claims and evidence related to the decision of the CA to reject the request for review and the illegal recommendation for the award of the contract.

It is clear that the CA has not taken into account our arguments presented in the request for reconsideration dated 30.04.2026, all of which you can find attached to the subject of this complaint, respectively in the request for reconsideration submitted by us, which was unjustly rejected by the CA. The same has not provided any additional opinion, except that it has copy-pasted its preliminary reasons, which have only been presented in the evaluation report, specifically in the standard letters dated 28.04.2026. See the following evidence, I quote:

This leads to a violation of Article 7 of the LPP, because the CA has not treated economic operators equally. Furthermore, please allow us to present our claims as to why the CA, even in its decision to reject the request for reconsideration, has committed a flagrant violation of the LPP by unjustly rejecting our bid, which is responsive, and by not taking into account our claims or our facts presented to the CA as to why the GOE recommended for the contract was not responsive and that, contrary to Articles 59 and 60 of the LPP, the CA has selected the GOE in question as responsive.

In the CA's decision on the rejection of the request for reconsideration, the CA claims as follows, I quote:

In the complaint file you will find the manufacturer's guarantee and at the same time you will also find the official letter dated 03.03.2026, with which letter the CA addresses the manufacturer for confirmation of the authenticity of the documents and confirmation of the validity and authenticity of the documents issued by the manufacturer, who on the same date officially returns the letter to the CA. (Attached is the document titled mail_001.zip).

The CA has acted similarly with our manufacturer MAN. On 04.03.2026 and 06.03.2026, it is officially addressed for confirmation of the validity and authenticity of the documentation in question and on the same day, the official e-mail is returned to the CA. (Attached is the document titled mail_002.zip).

Motor vehicle manufacturers offer a warranty for years and kilometers, depending on their use. In this case, the CA has violated Article 7 of the LPP, because it has not taken into account our claim that we have stated that the GOE recommended for the contract in its catalog has the same criteria, I quote:

On the official website of the manufacturer of the complaining EO, it is quoted as follows: "In addition to the 12 month warranty with unlimited mileage for the complete vehicle, the extended Mercedes-Benz Trucks warranty extends to 36 months for parts of the drivetrain. It affects parts groups in the engine, transmission, drive shaft(s) and drive axle(s) up to a maximum of 450,000 km depending on the type of use".

This confirms that the mileage limit in their warranty policies goes up to a maximum of 450,000 km. Refer to the official website of the manufacturer Mercedes-Benz, where our aforementioned claim is confirmed. This claim can also be found as evidence in the catalog of the complaining company, where the following is clearly seen: The CA did not even comment on this claim at all and, as a result, the CA violated Article 7 of the LPP. Therefore, we declare that we meet this criterion and that, in accordance with Article 59 point 2, the CA had the opportunity to request

additional clarifications from us regarding this issue and not to unfairly disqualify us from participation, taking into account that we were the EO recommended for the contract until the complaining GOE made a request for reassessment, which was surprisingly approved, considering that the price is higher than our responsive offer. Regarding the tachograph issue, we have declared that we meet this criterion precisely and will deliver the product in full compliance with the technical specifications.

Also, regarding the claim for the rotating light, as we have declared, the same complies precisely with the technical specifications. Please refer to our catalog and the request for reconsideration, where you will find all the information regarding this issue, because we wish to avoid repetitions or repetitions of the statements, which we stand behind with those mentioned in the aforementioned documents.

In the decision on rejection, Claim 1, I quote:

Finally:

We ask the PRB to evaluate our complaint, handle it carefully and qualify it as well-founded, oblige the CA to return the case for re-evaluation and, in accordance with Articles 1 and 7 of the LPP, to make a proper and correct decision and not fall prey to the low, unprofessional and, above all, incorrect claims of the GOE, which only tries to do its best to avoid the criterion of awarding the contract for the responsible bid with the lowest price and thus manifest it with all kinds of actions only to achieve its own goals, which we consider very low and regrettable actions!

Response to the request for review:

- The CA has not violated Article 1 - Purpose of the LPP, because the contracting authority has fully respected the purpose of this law, which is to ensure the most efficient, transparent and fair use of public funds, public resources and all other funds and resources of contracting authorities in Kosovo, and has ensured the integrity and accountability of responsible officials, transparency and non-discrimination.
- The CA has not violated Article 7 of the LPP - Equality of Treatment / Non-Discrimination, since all EOs have been treated equally according to the requirements in the tender dossier, contract notice and technical specifications. Also, the CA has not discriminated or favored any EO through this procedure, therefore the claim does not stand.
- The CA has not violated Article 59 - Examination, Evaluation and Comparison of Tenders of the LPP.

The contracting authority has evaluated the tender in accordance with all the requirements set out in the contract notice, the FDT and the mandatory technical specifications, Annex I.

Therefore, the CA has examined, evaluated and compared all the offers in an equal and non-discriminatory manner and in accordance with all the requirements set out in the contract notice and in the tender dossier.

- The CA has not violated Article 60 - Contract Award Criteria.

Allegations of violation of Article 60 of the LPP, the CA clarifies that it has not violated this article since this article has been implemented with full precision, since the responsive offer with the lowest price has been recommended for the contract, while your offer has been rejected for the following reasons:

The EO has failed in the following criteria:

In the TD and the Contract Notice, the following was requested:

Requirement I - Guarantee from the manufacturer or the manufacturer's authorized distributor on the guarantee, which should be of a minimum of 24 months from the date of final acceptance of the supplies.

The EO has brought a statement contrary to the CA's criteria, where it has offered 24 months / 150,000 km.

Therefore, this conditioning is unacceptable.

The EO has also failed in Annex I of the DT, as follows:

In the Annex, it was requested: rotating light on the cabin (full width of the cabin). The EO has brought the vehicle with 2 rotating lights (on the sides of the cabin and not across the width of the cabin).

The EO has also failed in Annex I of the DT, as in position 11 of the technical specifications:

Electric with 24-hour disk sheets.

The EO has offered the following:

Tachograph, digital, with telecommunication (as per DSRC), CONTINENTAL OP5DV.

The tachograph that has been offered is in contradiction with the request of the CA, because the EO has offered

a digital tachograph and not an analog tachograph with 24 sheets.

Therefore, the EO is irresponsible for the reasons above and its offer is rejected.

The reasons above are presented in the Evaluation Report and Standard Letters dated

28.04.2026. Therefore, this claim of the EO is unfounded.

- Claim I - The complaining EO claims that the catalog offered by the EO recommended for the contract does not originate from the manufacturer.

The evaluation committee has verified the documents, authorizations, guarantees and catalogs from authorized persons, for which we have confirmation that all are authentic and valid.

Therefore, this is not true.

- Claim 2 - Complaining EO claims that the recommended EO has not proven:

Steering system: Hydraulic servo - steering wheel on the left side.

Claims that the steering wheel offered in the catalog is electric.

C61 Power steering hydraulic pump, controlled.

Power steering does not mean an electronic steering system.

Power (in translation from English - power).

Therefore, it is a hydraulic pump and not an electronic one, therefore the claim does not stand.

- Claim 3 - Complaining EO that MAK AUTOSTAR DOEL has an authorization until December 31, 2026, is an irrelevant document and was not a qualifying criterion, and documents that are not qualifying are not taken into account. However, this is a purchase and contract that will end with the delivery of the goods (180 days).

We reiterate that the evaluation commission has verified all qualifying documents.

The CA has evaluated all the criteria and Annex I of the DT and has presented all the evidence according to the relevant documents and we stand by the decision issued on 28.04.2026.

Based on Article 111 paragraph 5 in connection with Articles 113 and 114 of the LPP, the Procurement Review Body on 15.05.2026. authorized the review expert to conduct the initial review of the file and claims according to the complaint with no. 2026/0317, while on 25.05.2026 the review expert's report with no. 2026/0317 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 partially approved as grounded, the contract award notice be canceled and recommends that the case be returned for re-evaluation.

The expertise report has been duly accepted by all procedural parties. The CA did not respond to the recommendations of the review expert's report, while the EO agreed with the review expert's report.

The review panel assessed that the conditions were met to decide on this case without a hearing session in accordance with 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 correctly establish the factual situation, the review panel has administered as evidence the Report of the Review Expert, the submissions and documents of the complaining economic operator, 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 KOSOVA MOTORS GROUP " S H.P.K., the review expert through report no. 2026/0317 has assessed as follows:

RESPONSE TO THE COMPLAINING CLAIMS OF THE COMPLAINING EO

The expert, in accordance with the legislation in force, has analyzed all the claims raised by the Complaining EO and assesses that the complaining EO initially raised issues for the elimination of its bid from the procedure and then raised 3 claims for the recommended EO.

The review expert initially reviewed and presented the claims regarding the issues of the elimination of the complaining EO as follows:

Complaining claim for the Warranty Declaration

The EO in this complaint claim did not agree with the assessment of the CA regarding the requirement of technical and professional capacity, Requirement 1, regarding the warranty from the manufacturer or authorized distributor. The EO stated that the CA made an incorrect and unfounded assessment after having eliminated the EO because the EO provided a statement contrary to the criteria of the CA, where it offered a 24 month/150,000 km warranty. The complaining EO claims that it has provided a statement for a 24-month warranty, providing the clarifications that are also mentioned in the complaint point. The complaining EO in the same claim states that the CA has acted in violation of Article 7 of the LPP, stating that the EO recommended for the contract in its catalog has the same criteria, citing the description of the manufacturer's official website.

Response from the review expert

The review expert has analyzed the request for the tender dossier and the complaint claim for the warranty declaration, as well as the documents provided by the complaining EO and the EO recommended for the contract.

Request according to the TDS:

Request 1: Warranty from the manufacturer or the manufacturer's authorized distributor on the warranty, which must be for a minimum of 24 months from the date of final acceptance of the supplies.

Evidence 1: Declaration from the manufacturer or the manufacturer's authorized distributor for a minimum of 24 months warranty.

The complaining EO has provided the evidence "Warranty Declaration" dated February 9, 2026 for this request, which states that the warranty is valid for a period of 24 months and 150,000 km, depending on which is consumed first.

Evidence:

Despite the fact that the complaining EO has provided clarifications that in another document of the tender dossier, which is the "Authorization Letter", a 24-month warranty is described, the review expert assesses that the declaration given in the "Warranty Declaration" of 24 months or

150,000 km (depending on which is consumed first) is in contradiction with Requirement number 1 of Article 9.1 & 9.2 - Technical and professional capacity of the FDT, since the request of the tender dossier was only for 24 months and no limitation in km was requested at all.

Regarding the claim that the recommended EO also declared the same criterion, this does not hold because in the warranty statement, which is a request of the FDT, the recommended EO has offered a 24-month warranty without providing any additional limitations.

Evidence:

The review expert considers that the claim is unfounded.

Complaint claim for the Tachograph and the Rotating Light

The EO has further declared two more issues for which its offer was eliminated, which have to do with the tachograph and the rotating light, stating that the issue of the tachograph meets the criterion precisely and will deliver the product in full compliance with the technical specifications.

Likewise, the complaining EO has also made a claim for the rotating light, where it is stated that the same complies precisely with the technical specifications, emphasizing that reference should be made to the catalog to verify their compliance.

Response from the review expert

The review expert has analyzed the issues raised by the complaining EO regarding the tachograph and the rotating light, also analyzing the request in the Technical Specifications (TS) according to Annex 1 of the TD.

In the TS, regarding these two requests, the CA has requested that:

Point 11: Electric tachograph with disk, 24-hour sheet, and among others;

Minimum standard equipment: rotating light above the cabin (full width of the cabin).

Based on the TS and the catalog provided by the complaining EO, as well as the clarifications provided by the EO, the expert assesses that the description of the tachograph in the catalog provided does not match the description required in the tender dossier.

Specification according to the catalog provided by the complaining EO:

Tachograph, digital, with telecommunication (as per DSRC), CONTINENTAL 0P5DV

Also, the review expert has also reviewed the issue of the rotating light and the clarifications provided

by the EO, for which he assesses that, based on the catalog provided by the complaining EO, the description of the rotating light is in accordance with the request of the ST in the tender dossier.

Specification according to the catalog provided by the complaining EO:

Hazard warning light, 1 unit, with continuous light function 0P3FF

The review expert considers that the claim regarding the tachograph issue is unfounded, while regarding the rotating light the claim is grounded.

Assessment of the review expert in the complaint claims against the recommended EO

Complaint claim 1 against the recommended EO

Requirements on technical and/or professional capabilities 9.1 & 9.2 - Requirement 2: Catalog from the manufacturer with a detailed description, with which it is possible to evaluate according to the required technical specifications.

Evidence 2: Catalog from the manufacturer with a detailed description, with which it is possible to evaluate according to the required technical specifications.

The complaining EO claimed that the EO recommended for the contract did not provide the catalog from the manufacturer, as required in the tender dossier. The complaining EO in this case presented evidence that the catalog provided was drafted by the bidder itself and not by the manufacturer.

Response to Complaint 1

The review expert assesses that the document submitted by the EO recommended for the contract, regardless of the agreements and authorizations presented, is not a catalog issued by the manufacturer. Since the tender dossier has clearly requested a “Catalog from the manufacturer”, the document provided is not a catalog from the manufacturer, but is an alternative document drafted by the bidder itself.

The review expert clarifies that in this case the “Catalog from the manufacturer”, as requested in the tender dossier, is missing.

According to Administrative Instruction no. 002/2024 (article 10), for the clarification of tenders during the evaluation, the contracting authority has the right to request clarifying information during the evaluation phase in cases when the catalog is missing.

Therefore, the issue can be addressed in the re-evaluation by requesting additional clarifications from the economic operator, without changing the essential content of the bid.

The review expert considers that the complaint claim is partially grounded and that clarifying information in accordance with the Administrative Instruction should be requested.

Complaining claim 2 against the recommended EO

The complaining EO claims that the recommended EO did not offer the steering system according to the request of the tender dossier: “Steering system: Hydraulic servo - steering wheel on the left”, but in the catalogue of the EO recommended for the contract the steering system “Power steering Hydraulic pump, controlled” is presented. According to the complaining EO, this type of system is an electronic steering system.

Response to the complaining claim 2

The review expert, after technical analysis and professional consultations, as well as relevant sources provided by various publications that explain this steering system, has assessed that the “Power steering Hydraulic pump, controlled” system is a steering system with hydraulic assistance (hydraulic servo). In this sense, he considers that the offered system is in accordance with the request specified in the tender dossier.

The review expert considers that complaining claim 2 is unfounded.

Complaint claim 3 against the recommended EO

The complaining EO has contested the official confirmation letter issued by the manufacturer Mercedes-Benz to its distributor in Macedonia, where among other things it is confirmed that its validity is valid until 31 December 2026. The EO has contested the document due to the validity of the document, which does not include the period of 36 months.

Response to Complaint 3

The review expert has analyzed the complaint claim as well as the tender dossier requirements. In relation to this claim, the expert considers that this was not a requirement of the tender dossier.

While regarding third parties, the CA cannot prejudice the contractual relations between them.

The review expert confirms that at the time of bidding the agreements presented are valid.

The review expert considers that Complaint 3 is unfounded.

- Findings of the Review Panel -

The review panel has evaluated all the evidence of the case independently and objectively, with due diligence and professional care. In this way, it was found that the Contracting Authority did not act in accordance with the legal provisions on public procurement and the requirements of the tender dossier regarding the procurement activity “SUPPLY OF AUTOCARRIERS (MARIMANGË) FOR KP-in-Ritender” with procurement no.: "214/30400-25-11147-1-1-1"

The Review Panel, administered all the documents of this case, including the acts and actions of the CA, the complainant's submissions and evidence and the report of the review expert and analyzing all of them in the general context of this, gives full confidence to the findings of the review expert, without the need to repeat them again, that the complaint of the complaining EO be approved as partially grounded. In this case, the Panel explains that the expertise report was drafted in a professional manner and the same contains all the complaining statements and the analysis related to them, explaining them specifically in relation to the violated provisions, as required at least by the provision of Article 113 and 114 of the LPP. Consequently, the Review Panel supports the recommendation of the review expert that the complaint of the complaining EO be partially approved as grounded, the contract award notice be cancelled and recommends that the case be returned for re-evaluation.

The evaluation panel, in accordance with its independent assessment in accordance with Article 105, taking into account the requirement of Article 104, paragraph 1, of the cited Law, according to which, quoted: “The procurement review procedure shall be implemented and carried out in a prompt, fair and non-discriminatory manner, aiming at the fair, lawful and effective resolution of the case...” and in accordance with Article 1, of the LPP, according to which, the purpose of this Law is, inter alia, quoted: “...to ensure the integrity and accountability of public officials, civil servants and other persons carrying out or involved in a procurement activity by requiring that the decisions of such individuals and the legal and factual basis for such decisions are not influenced by personal interests, are characterized by non-discrimination and a high degree of transparency and are in accordance with the procedural and substantive requirements of this Law”. Therefore, the Review Panel based its findings on the relevant provisions of the LPP, which foresee and regulate such situations that may arise during a procurement activity.

The Review Panel, after reviewing all facts and arguments, has concluded that the CA, during the conduct of this procurement activity, has not respected the legal provisions of the LPP, so it orders the CA to fully comply with the legal provisions of the LPP during the reassessment of this procurement activity.

Therefore, acting in accordance with the competencies cited above and Article 104 paragraph 4 in conjunction with paragraph 1, according to which the procurement review procedure shall be implemented and carried out in a prompt, fair and non-discriminatory manner, aimed at the legal and effective resolution of the case, and referring to Article 117 of the LPP, and in the evidence presented above, the Review Panel 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 – **KOSOVA POLICE;**
1x1 EO – **KOSOVA MOTORS GROUP” S H.P.K.;**
1x1 Archive of the PRB