



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

Psh. No.210/26

The Review Panel, appointed by the Acting President of the PRB, pursuant to Article 105, 106, and 117 of the Law on Public Procurement of the Republic of Kosova (Law No. 04/L-042, supplemented and amended by Law 04/L-237, Law 05/L-068, supplemented and amended by Law 05/L-092) composed of Vedat Poterqoi - Chairman, Isa Hasani and Batisha Ibrahim - Member, deciding according to the complaint of EO "AUTOTRADE" SH.P.K., against the decision of the CA regarding the procurement activity "SUPPLY OF PARTS FOR TOYOTA LAND CRUISER 150 VEHICLES OF KP-Ritender" with procurement number 214/30400-25-7580-1-1-1, initiated by the contracting authority (CA) - KOSOVA POLICE, on the 14/05/2026 has issued this:

DECISION

1. Approved, as partly grounded the complaint of the EO "AUTOTRADE " SH.P.K. with no. 2026/0210, dated 03/04/2026, regarding the procurement activity "SUPPLY OF PARTS FOR TOYOTA LAND CRUISER 150 VEHICLES OF KP-Ritender", with procurement number 214/30400-25-7580-1-1-1, initiated by the contracting authority - KOSOVA POLICE.
2. Remains in force, B58 Notice on the Decision of the Contracting Authority - KOSOVO POLICE for the procurement activity "SUPPLY OF PARTS FOR TOYOTA LAND CRUISER 150 VEHICLES OF KP-Retender", with procurement number 214/30400-25-7580-1-1-1.
3. In accordance with Article 31, points 4 and 6, of the Rules of Procedure of the PRB, the complaining economic operator shall be refunded the complaint fee in the amount deposited upon filing the complaint.

REASONING

-Procedural facts and circumstances -

On the 19.08.2025, the KOSOVA POLICE, acting in the capacity of the Contracting Authority, has submitted the Contract Notice, for the procurement activity “SUPPLY OF PARTS FOR TOYOTA LAND CRUISER 150 VEHICLES TO PK-se-Ritender” with procurement no.: "214/30400-25-7580-1-1-1"

The contracting authority has implemented an open procedure, type of contract supply, estimated value of the contract: 400,000.00. €

On the 13.03.2026, the KOSOVA POLICE, acting in the capacity of the Contracting Authority, has submitted the Notice on the contract decision (B58), where it was recommended for the contract AUTOTRADE " SH.P.K.

On the 17.03.2026, the complaining EO has submitted a request for review, where on 26.03.2026 the CA has rejected the request for review as unfounded.

On the 03.04.2026, the EO " AUTOTRADE " SH.P.K. has submitted a complaint to the PRB, which has been recorded with protocol number 2026/0210, attacking the above-cited Decision of the CA, against the cancellation of the procurement activity

-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 “AUTOTRADE" SH.P.K. are presented as follows:

Article 1 of the LPP Article 7 of the LPP Article 52 of the LPP Article 59 of the LPP Article 60 of the LPP Article 62 of the LPP Article 72 of the LPP Article 40 of the Regulation no. 001/2022 on Public Procurement Article 43 of the Regulation no. 001/2022 on Public Procurement PRB Decision no. 2025/1157.

Response to the request for review:

The CA has not violated Article 1, since the purpose of the activity is to obtain services fully according to the requirements of the CA and the criteria have been determined in accordance with the purpose of the procurement activity and consequently the CA has ensured the most efficient, transparent and fair way of using public funds, public resources and all other funds and

resources of contracting authorities in Kosovo, by determining the conditions and rules to be applied, the procedures to be followed, the rights to be respected and the obligations to be fulfilled by economic operators participating in or interested in the procurement activities or involved in or related to such funds and/or resources.

This law also aims 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. This claim of the EO is unfounded.

- The CA has not violated Article 7 of the LPP, as all EOs have been treated equally according to the requirements in the tender dossier and contract notice and the technical specifications. Also, the CA has not discriminated or favored any EO through this procedure. The CA has drafted technical specifications that are in harmony with the LPP and do not have any restrictions or favoritism and your offers have been treated in full harmony with the requirements of the dossier and the technical specifications.

Therefore, this complaint claim is unfounded.

- The CA has not violated Article 52 - Notification of criteria for contract award. The CA has determined the qualifying criteria and the criterion for awarding with the contract in the tender dossier and contract notice, where the criterion for awarding the contract was the responsive offer with the lowest price.

Therefore, the CA has respected Article 52 and has recommended for cancellation of the procurement activity because all bids are irresponsible. • The EO has offered prices many times higher than the real ones in the market. Referring to Article 4.1 point C of Regulation No. 002/2024 on supplementing and amending Regulation No. 001/2022 on Public Procurement, which states that during the administration of procurement procedures the Contracting Authority must ensure that the contracted price is not higher than the market price, you have offered prices many times higher than the real market prices. Referring to the financial bid, the EO has offered prices many times higher for the items listed below than the real market value and the value planned by the CA, which was determined based on market research and the contract that is still active for this activity.

Also, referring to the interpretation of the PPRC, the CA in full harmony with the PPL has requested clarifications during the first phase of the evaluation on prices many times higher than the real ones in the market and the EO has only provided a breakdown, EO program, but no evidence or documentation on how it reached the formulation of these prices.

- Part A: Pz.1, Pz.3, Pz.5, Pz.10, Pz.11, Pz.12, Pz.13, Pz.14, Pz.15, Pz.19, Pz.20, Pz.21.
- Part B: Pz.32, Pz.49, Pz.50, Pz.51, Pz.62, Pz.74, Pz.81, Pz.83, Pz.84, Pz.88, Pz.89, Pz.101,

Pz.102, Pz.105, Pz.108, Pz.109, Pz.113, Pz.114, Pz.115, Pz.116, Pz.117, Pz.118, Pz.120.

• Part C: Pz.121, Pz.122, Pz.123, Pz.130, Pz.133, Pz.145, Pz.149, Pz.150, Pz.152, Pz.162, Pz.163, Pz.164, Pz.165, Pz.167, Pz.172, Pz.173, Pz.174, Pz.175, Pz.180, Pz.182, Pz.183, Pz.184, Pz.185, Pz.186, Pz.187, Pz.188, Pz.189, Pz.190, Pz.191, Pz.192, Pz.193, Pz.194, Pz.195, Pz.196, Pz.204, Pz.210.

Therefore, this claim of the EO is unfounded.

- Attached is the list of the estimated value of the CA, the unit price given by the EO and the comparison between them expressed in percentage (%) for the above-mentioned items.
- The CA has not violated Article 59 and Article 40 - Examination, Evaluation and Comparison of Tenders (Regulation No. 004/2024 on supplementing and amending Regulation No. 001/2022 on Public Procurement). The contracting authority will consider a tender as responsive only if it complies with all the requirements of the contract notice, the TDS and the mandatory technical specifications. Therefore, the CA has examined, evaluated and compared all offers in an equal and non-discriminatory manner and in compliance with all the requirements.
- Your bid is irresponsible for the following points:

According to Article 4.1 point C of Regulation No. 002/2024, the CA must ensure that the contracted price is not higher than the market price. You have offered prices much higher than the real market prices and the prices foreseen by the CA, which are planned on the basis of market research and the existing contract for the same items.

Also, referring to the interpretation of the PPRC, the CA has requested clarifications and the EO has not provided convincing evidence for the formulation of the prices.

Regarding the claim that the re-evaluation commission has not requested clarifications, the CA clarifies that the clarifications were requested by the evaluation commission and the re-evaluation commission has only analyzed them.

• The CA has not violated Article 60 - Contract Award Criteria. Your offer is irresponsible due to the very high prices, which do not comply with market values and the planning of the CA. Therefore, this claim is unfounded. • The CA has not violated Article 62 - Completion of the Procurement Activity and Article 43 of the Regulation 02/2022 (RRPP 004/2024). The CA has canceled the activity since the condition that no bid is responsive has been met.

• In conclusion, the CA has not violated any of the above-mentioned articles and during the re-evaluation has respected all the provisions of the LPP and secondary legislation. The EO's complaint claims are unfounded.

• The CA has not violated Article 72 - Additional documentation and information, as it has requested and received clarifications from the EO, but they have not been convincing.

• The claim that the CA has violated the PRB's decision (Article 131 of the LPP) is unfounded, as the CA has returned the case for re-evaluation and has acted in accordance with the decision.

Based on Article 111 paragraph 5 in connection with Articles 113 and 114 of the LPP, the Procurement Review Body on 03.04.2026 authorized the review expert to conduct the initial review of the file and claims according to the complaint with no. 2026/0210, while on 17.04.2026 the review expert's report with no. 2026/0210 was submitted, with the following recommendations: Based on the above-mentioned clarifications, the technical review expert proposes to the review panel that the complaint of the complaining EO is rejected as unfounded and the decision of the CA remains in force. The expertise report has been duly accepted by all procedural parties. The CA responded to the recommendation of the review expert's report, and the EO also disagreed with the review expert's report. The review panel assessed that the conditions were met to decide on this case without a hearing 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 submissions 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 "AUTOTRADE" SH.P.K., the review expert through report no. 2026/0210 has assessed as follows:

The review expert explains that the complaining EO, dissatisfied with the Decision (B58) of the CA for the cancellation of the procurement activity, has filed a complaint with the PRB, alleging that the contracting authority has not carried out the re-evaluation based on the provisions of the LPP.

The review expert explains that the CA, after receiving decision No. 1157/2025, has formed the commission for the re-evaluation of the bids and, after the completion of the re-evaluation, notifies the complaining EO with a standard letter of the eliminated tenderer, which is eliminated with the following justification:

Regarding the reason for elimination, the review expert explains that the assessment regarding the reason for the elimination of the complaining EO was given in the preliminary expertise report with no. 1157/25, dated 11.12.2025, therefore proposes to the review panel to treat this case as a case adjudicated, according to the provisions of the Rules of Procedure of the PRB, because the contracting authority, after receiving the response given to the preliminary commission, has acted and assessed that the responses are not convincing for the CA and that the CA has acted in accordance with the provisions of Article 61.4 of the LPP, which stipulates that: After taking into account the information and explanations submitted by the tenderer according to paragraph 1 of this article, if the contracting authority decides that the tender is abnormally low, the contracting authority shall reject the tender. According to paragraph 4 of Article 61 of the LPP, the review expert clarifies that the evaluation of prices is the prerogative of the

contracting authority and, at the same time, assesses that the CA has implemented the procedures provided for in Article 61 of the LPP and the Regulation on abnormally low prices.

-Findings of the Review Panel –

Based on the documents of this case, the Panel considers that regarding the issue in the concrete case, there was no need to hold a hearing with the parties, within the meaning of Article 24 paragraph 1 of the PRB Rules of Procedure, taking into account the fact that the claims of the parties and their submissions, the evidence related to the case provide sufficient data to decide on the merits.

The Review Panel notes that regarding this procurement activity, it has also issued a preliminary decision with no. 1157/25 dated 11.12.2025. In this decision, violations of the contracting authority were found, which did not act in accordance with the legal provisions and the requests of the Public Procurement Office and the Procurement Tribunal, in which case the case was returned for re-evaluation in order to correct these irregularities made during the evaluation. However, the CA returned the case for re-evaluation, requesting clarifications about the prices of the complaining EO, but still the evaluation commission was not satisfied with those clarifications, eliminating the complaining EO again and completely canceling this procurement activity.

Therefore, the Contracting Authority (CA), during the re-evaluation in the sense of Articles 1 and 6 and in accordance with Article 115 of the Law on Public Procurement, from its capacity as initiator of this procurement activity, had the opportunity to review its decision again based on the findings of the PRB's previous decisions and the Law specifies that if the CA confirms that the claim or all claims are valid and have not been rejected by the complainant, they may undertake corrective actions recommended by the expert. However, the CA still considers the offer of the complaining EO as irresponsible and does not consider the complainant's prices as market prices.

Therefore, the Review Panel finally, based on the above, clarifies that this issue according to these claims is now considered to be addressed, based on Article 105, paragraph 2.15, of the Law on Public Procurement (LPP), which provides that in repeated cases with the same complaint claims, when the object of the dispute and the parties are the same, for cases that have been reviewed previously, the chairperson of the review panel must treat it as a case judged "res judicata".

However, the Review Panel, based on Article 104, paragraph 4 of the LPP, which stipulates that "In taking the measures determined, the PRB must act in a manner proportionate to the alleged violation or the issue for which the complaint is filed, and take into account the possible consequences of the actions or measures on all interests that may be harmed, including the public interest". It is obliged to take into account the fundamental principle of protecting the public interest in terms of preventing unreasonable delays and the responsibility for the evaluation, examination and comparison of the offers remains with the Contracting Authority itself in this case.

Thus. The PS decides to leave in force the decision of the CA, this same decision which also precedes a preliminary decision issued by evaluation commissions which are supposed to be professional and also responsible according to Article 59.1 cited "All members of the Evaluation Commission take full individual responsibility for the evaluation of the bid". Then in application of Article 1 of the LPP and in order not to prolong this procurement activity further and in application of Article 6 of the LPP, the panel assesses that the evaluation of the bids as well as the development of this procedure is the responsibility of the CA.

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

The Review Panel emphasizes that each contracting authority (at the central and local level) enjoys autonomy in procurement planning (Article 8) and in determining the needs to be met (Article 9), of course in accordance with the budgetary capacity and that the CA in the specific case had the right to decide also on the EO recommended for contract award based on Article 24 paragraph 2 of the LPP cited "The contracting authority is responsible for ensuring that all procurement activities of such contracting authority are executed in full compliance with this law".

Therefore, 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, the Panel considers that the complaint should be approved as partially grounded, but not sufficient to return the procurement activity to re-evaluation and to prolong the procurement activity. Consequently, the Review Panel has decided to confirm the Notice on the CA's decision, regarding the procurement activity "SUPPLY OF PARTS FOR TOYOTA LAND CRUISER 150 VEHICLES OF THE KP-Retender", with procurement number 214/30400-25-7580-1-1-1, initiated by the Contracting Authority (CA) – KOSOVA POLICE.

Therefore, acting in accordance with the powers 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 – **AUTOTRADE " SH.P.K.**;

1x1 Archive of the PRB