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

Psh. No.486/26

The Review Panel, appointed by the Acting Chairman of the PRB, pursuant to Article 105, 106, and 117 of the Law on Public Procurement of the Republic of Kosova (LPP) composed of Kimete Gashi Brajshori (President), Isa Hasani (Member), and Batisha Ibrahimi (Member), deciding on the complaint filed by the Economic Operator (EO) Rexhep Birinxhiku against the decision to contract award or design contest issued by the Central Procurement Agency—acting as the Contracting Authority (CA)—regarding the procurement activity "Supply of copy paper" (procurement number 201/26300-26-2073-1-1-1), on the 14/09/2026 has issued this:

DECISION

1. Approved, as grounded the complaint of the EO “Rexhep Birinxhiku, under No. 2026/0486 dated 10/07/2026, regarding the procurement activity "Supply of copy paper" with procurement number 201/26300-26-2073-1-1-1.

2. Cancelled, B58 Notification regarding the Central Procurement Agency's decision: the procurement activity "Supply of copy paper" (procurement number 201/26300-26-2073-1-1-1) is returned 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 refund of the complaint fee in the deposited amount is permitted, subject to the requirement that the complaining economic operator submits a request for the refund within sixty (60) days of receiving this decision, in accordance with Article 31, paragraph 6 of the PRB’s Rules of Procedure; failure to submit the request within this timeframe will result in the confiscation of the deposit, and all deposited funds will be transferred to the budget of the Republic of Kosova.

REASONING

-Procedural facts and circumstances –

On the 18.05.2026, the Central Procurement Agency, acting as the Contracting Authority, issued the Invitation to Tender for the procurement activity "Supply of copy paper" (Lot 2), with procurement number "201/26300-26-2073-1-1-1".

The Contracting Authority conducted an open procedure; contract type: supply; estimated contract value: Lot 2 – 690,000.00 €.

On the 24.06.2026, the Central Procurement Agency, acting as the Contracting Authority, published the Notice regarding the decision (B58) concerning the contract award notice, in which "Office 1 Kosova" LLC was recommended for the contract.

On the 28.06.2026, the complaining Economic Operator submitted a request for reconsideration; on the 06.07.2026, the Contracting Authority rejected the request for reconsideration as unfounded.

On the 10.07.2026, the Economic Operator "Rexhep Birinxhiku" filed a complaint with the PRB—registered under protocol number 2026/0483—challenging the aforementioned decision of the Contracting Authority regarding the contract award notice.

-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 “Rexhep Birinxhiku” are presented as follows:

CLAIM ONE

Article 6 Economy and Efficiency

CLAIM TWO

Article 7 Equal Treatment/Non-Discrimination

CLAIM THREE

Article 60 Contract Award Criteria

CLAIM FOUR

Incorrect application of Article 40.10 of Regulation No. 001/2022

CLAIM FIVE

Article 40.9 of Regulation No. 001/2022 and the legal interpretation by the PPRC regarding the arithmetic error: 9. 22.11.2022 The arithmetic error occurred in the financial offer and not in the section (table) for price scoring. Which value prevails: the total financial value of the offer based on unit prices or the total scored value?

CLAIM SIX

Article 59.4 of the PPL.

CLAIM SEVEN

Article 40.7 of the Regulation.

CLAIM EIGHT

Article 40.8 of the Regulation.

CLAIM...

Violation of Article 40.9 of Regulation No. 001/2022 and Article 59 of the Law on Public Procurement (LPP), and misapplication of legislation by the Contracting Authority

The Contracting Authority incorrectly applied the provisions governing the handling of arithmetic errors during the evaluation of bids. The decision itself reveals that the Authority identified a numerical discrepancy in the bid. However, instead of following the mandatory procedure for correcting arithmetic errors, it proceeded immediately to disqualify the economic operator. This action contravenes the intent of Article 40.9 of Regulation No. 001/2022 and Article 59 of the LPP, which aim to avoid disqualification due to correctable errors and to maintain effective competition.

The Contracting Authority failed to analyze the legal nature of the error—specifically, whether it was truly an arithmetic error, whether it was correctable, whether the 2% legal threshold was exceeded, the error's actual impact on the bid ranking, and whether unit prices, technical specifications, or contractual obligations would change. None of these elements were analyzed in the decision. Instead, the Contracting Authority disqualified us, bypassing the legal requirements for bid correction. Such an interpretation by the Contracting Authority is unlawful, renders Article 40.9 practically unenforceable, and conflicts with the purpose of adjusting the tender price.

Clarification: If any numerical discrepancy were to automatically result in the elimination of bids, then the provision allowing for corrections up to a 2% limit would be rendered legally ineffective.

This interpretation is unacceptable, and the Contracting Authority has exceeded its authority.

Furthermore, regarding the Authority: had we been ranked first and then dropped to second place, would we have been eliminated?

CLAIM II

Your Contracting Authority is obliged to treat all economic operators equally and without discrimination. In this specific case, the elimination of our bid due to an arithmetic error—which, under the legislation, is subject to correction—constitutes disproportionate treatment and violates the principles of competition and equality among economic operators.

You, as the Contracting Authority, have not demonstrated that the error created a competitive advantage or harmed competition among other economic operators. Therefore, it would have been reasonable to explain the impact and effect of the grounds for our elimination on the conduct of the procedure.

We, as the complaining economic operator, consider that the Contracting Authority has misinterpreted and selectively applied the official interpretation of the PPRC, and we believe that, in doing so, the Contracting Authority has violated the principles of legality, legal certainty, and equal treatment.

In the reasoning for the contested decision, the Contracting Authority claims that the PPRC's official interpretation regarding arithmetic errors is inapplicable in this specific case, arguing that the procedure did not involve "price scoring." This conclusion is unfounded, logically flawed, and represents a selective interpretation of the legislation.

The Contracting Authority has failed to provide any legal analysis explaining why the provisions of Article 59 of the Law on Public Procurement (LPP) and Article 40.9 of the Regulation would not apply simply due to the format of the financial offer. The LPP makes no such distinction, nor does the PPRC's interpretation exclude cases where the financial offer is presented via a Price List.

The KRPP interpretation was not issued for a single procurement activity, but rather to clarify the manner of implementing legal provisions regarding arithmetic errors. Therefore, the Contracting Authority must apply it in every instance where an arithmetic discrepancy is identified during bid evaluation, provided the conditions—such as those in the present case—are met.

As an economic operator, we consider the Contracting Authority's approach to the KRPP interpretation to be selective; it adopted only the portion of the interpretation that suited its position while ignoring the essential part, which stipulates that:

Arithmetic errors up to a 2% threshold must be corrected;

The Contracting Authority must notify the economic operator of the correction.

This constitutes a partial and selective interpretation that conflicts with the principle of legality.

Consequently, the Contracting Authority cannot interpret the KRPP's guidance by isolating specific segments while disregarding the essential part relevant to the subject of the complaint.

We clarify that the PPRC is the competent body for the administrative interpretation of public procurement legislation. The Contracting Authority lacks the authority to limit or alter parts of an official interpretation through a decision. A PPRC interpretation clarifies that arithmetic errors falling within the legal threshold are to be handled via the correction procedure. The Contracting Authority cannot create a new category of cases excluded from this procedure without a legal basis.

Doing so would create legal uncertainty and allow individual Contracting Authorities to apply different rules to the same issue.

Furthermore, as an economic operator, we point out that the Contracting Authority's decision contains no analysis of the provisions of Article 59 of the Public Procurement Law and Article 40.9 of the Regulation. It fails to explain why the error is not considered arithmetic, why the correction procedure is not applied, and why the 2% threshold is not utilized.

CLAIM III

Violation of Article 59 of the PPL – Examination, Evaluation, and Comparison of Tenders

Article 59 of the Public Procurement Law (PPL) obliges the Contracting Authority to act objectively, impartially, and in accordance with the criteria set out in the tender documents and applicable legislation during the examination and evaluation of bids.

In the present case, the Contracting Authority failed to apply the required legal standard when examining our bid. The procedural documentation reveals that the Authority did not conduct a comprehensive analysis of the bid but instead focused exclusively on a discrepancy in figures (values), treating this as grounds for elimination.

Such an approach runs counter to the very purpose of Article 59 of the PPL, which requires bids to be evaluated in their entirety rather than on formal grounds that do not affect the substantive content of the bid.

The Contracting Authority failed to analyze whether the error affected the final bid price, altered the ranking of economic operators, impacted compliance with technical requirements, created an unfair advantage, or compromised competition. Consequently, this action constitutes a direct violation of Article 59 of the Law on Public Procurement (LPP).

The Contracting Authority also acted contrary to the principle of substantive bid evaluation—a principle consistently recognized in the case law and practices of the PRB (Procurement Review Body) and the PPRC (Public Procurement Regulatory Commission). The objective of the evaluation process is not to eliminate economic operators over formalistic issues, but rather to identify the responsive and most economically advantageous bid. Therefore, the decision to disqualify us stems from a non-objective and unprofessional evaluation of our bid by the Contracting Authority.

CLAIM IV

Incorrect application of Article 40.10 of Regulation No. 001/2022

The Contracting Authority treated the case as a non-compliance issue automatically leading to the rejection of the bid. However, the Contracting Authority's own reasoning and the clarification we submitted as the Economic Operator indicate that this was an unintentional arithmetic error.

Therefore, prior to applying the assessment for elimination, the Contracting Authority was obliged to analyze the nature of the error and its actual impact on the bid.

In its decision rejecting the request for reconsideration, the Contracting Authority maintained the position that the conditions for correcting the error were not met in this specific case and that the elimination of the bid was in accordance with Article 40.10 of the Regulation.

However, the decision lacks a concrete analysis explaining why the legal elements of this provision were met and fails to clarify the relationship between Article 40.9 and Article 40.10. The Contracting Authority interpreted Article 40.10 in isolation from the preceding provisions of the Regulation, overlooking the fact that Article 40.10 cannot be applied without first analyzing whether there is a correctable arithmetic error under Article 40.9.

The interpretation of the Regulation requires that all its provisions be read together and in harmony with one another. Article 40.10 is not a specific rule regarding the elimination of a bid, but rather a general provision concerning the handling of errors during bid evaluation.

CLAIM V

VIOLATION OF ARTICLE 40.9 OF REGULATION NO. 001/2022 ON PUBLIC PROCUREMENT AND INCORRECT APPLICATION OF ARTICLE 59.3 OF THE PPL

When evaluating our bid, the Contracting Authority acted in direct violation of Article 40.9 of Regulation No. 001/2022 on Public Procurement and Article 59.3 of the Public Procurement Law by eliminating our bid due to a discrepancy, even though the identified correction does not exceed the legal limit of 2% of the total bid value.

Article 40.9 of the Regulation specifically stipulates that the Contracting Authority shall correct purely arithmetic errors discovered during the examination of tenders, provided that the correction does not exceed two percent (2%) of the total bid value. Furthermore, paragraph 40.9(a) establishes a mandatory rule stating that when the corrected amount is less than +/- 2%, the Contracting Authority must make the correction and notify the Economic Operator using standard form B49. Only in cases where the correction exceeds +/- 2% does paragraph 40.9(b) result in the exclusion of the economic operator from the procurement procedure.

In this specific case, our bid value was 533,479.00 €, whereas following the alleged arithmetic correction, the value stands at 527,620.00 €.

The difference of 5,859.00 € represents only 1.10% of the total bid value. This means the identified correction is below the 2% limit permitted by law and regulation. Consequently, the Contracting Authority lacked legal grounds to disqualify our bid; instead, it was obliged to apply the correction prescribed by legislation—specifically Article 40.9(a) of the Regulation.

Furthermore, there is an interpretation provided by the PPRC. The interpretation issued by the PPRC regarding Article 59.3 of the Law on Public Procurement (LPP) and Article 40.9 of the Regulation clarifies that when an arithmetic error is detected during evaluation, the Contracting Authority is required to correct it—provided it falls within the 2% limit—and notify the economic operator; disqualification is a measure applied only when this legal threshold is exceeded.

This interpretation confirms that public procurement legislation does not treat disqualification as the rule, but rather as an exception triggered only when the correction exceeds the legally defined limit.

The action taken by the Contracting Authority also conflicts with the principles governing the interpretation of legal norms. In this specific case, the Contracting Authority decided to proceed with our elimination, bypassing the specific provision that governs precisely the situation of arithmetic errors.

In accordance with legal principles, the specific provision governing the correction of arithmetic errors must take precedence over any other interpretation that leads to the disqualification of the bid. Given that the 2% threshold is expressly established, no authority may disregard it or apply a stricter standard than that prescribed by law.

Furthermore, it should be noted that the identified error had no material effect on the content of the bid: unit prices, technical specifications, and contractual terms remained unchanged, and no competitive advantage was created for us as the economic operator.

Consequently, the disqualification of our bid was disproportionate to the nature of the identified error and constitutes an act by the Contracting Authority that exceeds its legal powers.

The decision to disqualify us was issued in violation of Article 40.9 of Regulation No. 001/2022, Article 59.3 of the Law on Public Procurement, and the official interpretation by the PPRC regarding the handling of arithmetic errors.

Consequently, the contested decision is unlawful and must be annulled, while our bid must be reinstated in the re-evaluation process, applying the correction procedure prescribed by law.

Below is the legal interpretation from the PPRC regarding the arithmetic error:

9. 22.11.2022 The arithmetic error occurred in the financial bid and not in the section (table) for price scoring. Which value prevails: the total financial value of the bid based on unit prices or the total scored value?

In accordance with Article 87, paragraph 2, subparagraph 2.8 of Law No. 04/L-042 on Public Procurement, as amended and supplemented by Law No. 04/L-237, Law No. 05/L-068, and Law No. 05/L-092, and based on the question submitted, the PPRC provides the following legal interpretation:

Arithmetic errors are addressed in paragraph 3 of Article 59 of the LPP, as well as in Article 40.9 of the Regulation on Public Procurement (RPP).

Article 59, Paragraph 3 of the Law on Public Procurement (LPP) stipulates: "3. The contracting authority shall correct errors in a tender that are purely arithmetic, if such errors are discovered during the examination of tenders; however, this correction shall not exceed two percent (2%) of the total value of the bid. In such a case, the unit price offered by the economic operator in its financial tender shall always prevail over any other conflicting price. Where unit prices are not required, the components of the total price offered by the economic operator in its financial tender shall always prevail over the total price. The contracting authority shall immediately send a written notice regarding such corrections to all relevant tenderers."

Article 59, Paragraph 3 of the LPP addresses purely arithmetic errors; under this paragraph, if the contracting authority discovers a discrepancy between the unit price and the total during tender evaluation, the unit price prevails, and such a correction is permitted only up to 2% of the total bid value.

Article 40.9 of the Rules and Operational Guidelines for Public Procurement (RRPP) stipulates: "40.9 The Contracting Authority (CA) shall correct purely arithmetic errors in the tender if such errors are discovered during the examination of tenders; however, this correction shall not exceed two percent (2%) of the total tender value.

a) In the event that the correction amount is within +/- 2%, the CA shall correct such errors and inform the Economic Operator (EO) in question in writing using standard form B49. In the event that the EO in question does not accept the correction of the error, the tender in question shall be rejected. The CA must also send a written notification regarding such changes to all relevant tenderers (EOs that have submitted a tender).
b) In the event that the correction amount exceeds +/- 2%, the CA shall eliminate the EO and inform the EO in question in writing using standard form B42."

Whenever the Contracting Authority (CA) employs a scoring method, it must—in accordance with Article 54.15 of the Rules and Operational Guidelines for Public Procurement (RRPP)—determine the weightings based on the importance of each “service category” or “item.” Since scoring serves solely for the purpose of bid evaluation and the contract involves unit prices, any arithmetic errors (discrepancies between the unit price and the total bid amount) shall be corrected in accordance with Article 59, paragraph 3 of the Law on Public Procurement (LPP). If the corrected amount falls within a +/- 2% margin, the CA shall rectify such errors, inform the relevant Economic Operator (EO) in writing using standard form B49, and subsequently apply the percentage-based scoring formula specified in the Tender Dossier.

Under Article 59 of the LPP, the examination, evaluation, and comparison of tenders fall entirely within the competence and responsibility of the Contracting Authority. For any Economic Operator claiming that the CA failed to evaluate tenders in compliance with the LPP and secondary legislation, the LPP provides legal remedies to challenge the CA’s decisions (Articles 108/A and 109 of the LPP). Note: Based on the circumstances, I clarify that the error is entirely arithmetic and unintentional—specifically regarding the total financial offer amount. This error can be verified against the unit prices and quantities listed in the price schedule; it represents an impact of less than 2% and falls below the legal threshold.

CLAIM VI

Violation of Article 59.4 of the PPL, given that our bid contains no material deficiencies that would alter its content, purpose, or the competitive landscape. The identified error is of an arithmetic nature and does not affect unit prices, technical specifications, or contractual obligations. Consequently, the bid should have been deemed responsive.

The Contracting Authority failed to distinguish between a material deficiency—which affects the substance of the bid—and an arithmetic error, which does not alter its content. This distinction is crucial, as the purpose of Article 59.4 is not to penalize economic operators for every numerical inaccuracy, but to ensure that bids do not contain deficiencies that compromise equal treatment, competition, or contract execution.

In this specific case, the Contracting Authority has failed to demonstrate, through any argument, that the identified error resulted in any material change to our bid.

CLAIM VII

Violation of Article 40.7 of Regulation No. 001/2022 on Public Procurement – Misinterpretation and misapplication of the concept of "substantial deviation"

Violation of Article 40.7 of the Regulation

According to Article 40.7, a deviation is considered substantial only when it alters the essential terms of the tender, affects the quality or execution of the contract, limits the rights of the Contracting Authority, or distorts competition. The 1.10% error does not result in any of these consequences. Consequently, this error cannot be considered a substantial deviation and cannot serve as a legal basis for disqualification.

The Contracting Authority has misapplied Article 40.7 of Regulation No. 001/2022 by classifying the arithmetic error identified in our bid as a substantial deviation, without demonstrating that the legal conditions required by this provision for such a conclusion have been met. Article 40.7 does not authorize the Contracting Authority to treat every formal or numerical discrepancy as a substantial deviation.

On the contrary, this provision establishes clear and objective criteria that must be met cumulatively or, at the very least, requires proof of the existence of one of the material consequences specified therein. In the present case, none of these elements has been confirmed by the Contracting Authority.

Article 40.7 of Regulation No. 001/2022 should not be interpreted in isolation, but rather in harmony with: Article 6 of the PPL (economy and efficiency of procurement), Article 7 of the PPL (equal treatment and non-discrimination), Article 59 of the PPL (evaluation of tenders), and Articles 40.9 and 40.10 of the Regulation (arithmetic errors).

This interpretation conflicts with the purpose of the Regulation and unlawfully expands the grounds for the elimination of economic operators. Instead, the Authority relied on a general

conclusion without explaining why the error of approximately 1.10% constitutes a substantial deviation.

CLAIM VIII

Violation of Article 40.8 of the Regulation by the Contracting Authority

Article 40.8 entitles the Contracting Authority (CA) to request clarifications from economic operators to facilitate the examination, evaluation, and comparison of tenders. In the present case, we, as the economic operator, voluntarily notified you of this arithmetic error and submitted a written clarification regarding the correct tender value.

Under these circumstances, you, as the CA, should have—and were obliged to—take our clarification into account and evaluate it.

Violation of Article 40.8 of Regulation No. 001/2022 on Public Procurement – Failure to properly exercise the authority to request and evaluate tender clarifications

Your Contracting Authority has incorrectly applied Article 40.8 of Regulation No. 001/2022 on Public Procurement by failing to exercise the authority to review and evaluate tender-related clarifications in a lawful manner and in accordance with the regulation's purpose.

In this specific case, we, as the economic operator, acting in good faith and with full transparency, voluntarily notified the Contracting Authority of the error and submitted a written clarification explaining the nature of the error and specifying the correct value of the bid.

This clarification was not intended to alter the bid, improve its competitive standing, or submit a new bid; rather, it merely explained an arithmetic inaccuracy that did not affect any essential element of the bid.

However, the Contracting Authority failed to analyze this clarification and provided no legal justification for disregarding it.

CONCLUSION:

I. THE CONTRACT AWARD NOTICE IS TO BE CANCELLED

II. THE MATTER IS TO BE RETURNED FOR RE-EVALUATION

III. AND WE, AS A PARTICIPATING ECONOMIC OPERATOR, ARE TO BE EVALUATED BASED ON OUR SUBMITTED BID—IN ACCORDANCE WITH THE PUBLIC PROCUREMENT LAW—AS A RESPONSIVE BID WITH THE LOWEST PRICE.

Response to the request for reconsideration:

The Economic Operator (EO) "Rexhep Biringjikui & Nita Macula B.I.", as the dissatisfied party, filed a complaint with the Contracting Authority (CA) on June 28, 2026, against the CA's decision notice regarding the procurement activity titled: "Supply of copy paper – LOT-2" (No.

201/26300-26-2073-1-1-1). They allege violations of the provisions of the Law on Public Procurement (LPP)—Law No. 04/L-042 on Public Procurement in the Republic of Kosovo, as amended and supplemented by Laws No. 04/L-237, No. 05/L-068, and No. 05/L-092—specifically regarding the following points (detailed statement of facts and arguments provided by the complaining EO): CLAIM ONE: Article 6 (Economy and Efficiency); CLAIM TWO: Article 7 (Equal Treatment/Non-Discrimination); CLAIM THREE: Article 60 (Contract Award Criteria); CLAIM FOUR: Incorrect application of Article 40.10 of Regulation No. 001/2022; CLAIM FIVE: Article 40.9 of Regulation No. 001/2022 and the legal interpretation by the PPRC regarding the arithmetic error: the arithmetic error occurred in the financial offer itself, not in the price breakdown section (table). Which value prevails: the total financial value of the offer (based on unit prices) or the total scored value? CLAIM SIX: Article 59.4 of the PPL. CLAIM SEVEN: Article 40.7 of the Regulation. CLAIM EIGHT: Article 40.8 of the Regulation. CLAIM ONE: Violation of Article 6 of the PPL — Economy and Efficiency. Your contracting authority acted contrary to the principle of economy and efficiency by eliminating our bid due to an arithmetic-technical error amounting to only 1.10% of the bid value. The purpose of Article 6, regarding economy and efficiency, is to ensure that public funds are utilized in the most economical and efficient manner. Eliminating our bid due to an error that could have been easily corrected—and which was actually to your authority's benefit, did not affect the substance of the bid, and did not compromise competition—runs counter to the law's objective of ensuring effective competition and the rational use of public funds. CLAIM TWO: Violation of Article 7 of the Law on Public Procurement (LPP) – Equal Treatment and Non-discrimination. Your contracting authority is obliged to treat all economic operators equally and without discrimination. In this specific case, the elimination of our bid due to an arithmetic error—which, under the legislation, is rectifiable—constitutes disproportionate treatment and infringes upon the principles of competition and equality among economic operators. As the contracting authority, you have failed to demonstrate that the error created a competitive advantage or harmed competition among other economic operators. Therefore, it would have been reasonable to explain the impact and effect of the grounds for our elimination on the conduct of the procedure. CLAIM THREE: Violation of Article 60 of the LPP – Contract Award Criteria. The public contract must be awarded to the economic operator that meets the legal criteria and submits a responsive bid in accordance with the tender criteria. The elimination of our bid due to a rectifiable arithmetic error prevented the evaluation of our bid based on the actual contract award criteria and restricted competition within the procedure. Consequently, as the contracting authority, you failed to evaluate the bids in accordance with the intent of Article 60 of the Public Procurement Law (PPL). CLAIM FOUR: Misapplication of the Article regarding the bid. However, the reasoning provided by the Contracting Authority itself, combined with the clarification we submitted as the Economic Operator, indicates that this was an unintentional arithmetic error. Therefore, prior to deciding to eliminate the bid, you—as the Contracting Authority—were obliged to analyze the nature of the error and its actual impact on the bid. CLAIM: VIOLATION OF ARTICLE 40.9 OF REGULATION NO. 001/2022 ON PUBLIC PROCUREMENT AND MISAPPLICATION OF ARTICLE 59.3 OF THE PPL. When evaluating our bid, your Contracting Authority acted in direct violation of Article 40.9 of Regulation No. 001/2022 on Public Procurement and Article 59.3 of the Public Procurement

Law by eliminating our bid due to a discrepancy, even though the necessary correction did not exceed the legal threshold of 20% of the total bid value. Article 40.9 of the Regulation specifically stipulates that the Contracting Authority shall correct purely arithmetic errors discovered during the examination of tenders, provided that the correction does not exceed two percent (2%) of the total tender value. Furthermore, paragraph 40.9(a) establishes a mandatory rule stating that when the correction amount is less than 2%, the Contracting Authority must make the correction and notify the Economic Operator using standard form B49. Only in cases where the correction exceeds 2% does the paragraph mandate the elimination of the economic operator from the procurement procedure. In the present case, our tender value was €533,479.00, whereas following the alleged arithmetic correction, the value resulted in €527,620.00. The difference of €5,859.00 represents only 1.10% of the total tender value. This means that the identified correction is less than the 2% limit permitted by law and the regulation. Consequently, as the Contracting Authority, you had no legal basis to eliminate our tender; instead, you were obliged to implement the correction prescribed by the relevant legislation—specifically, Article 40.9(a) of the Regulation. Furthermore, there is an interpretation provided by the PPRC regarding Article 59.3 of the Law on Public Procurement (LPP) and Article 40.9 of the Regulation; this clarifies that when an arithmetic error is discovered during evaluation, the Contracting Authority is obliged to correct it—provided it falls within the 2% limit—and notify the economic operator, whereas elimination is a measure applied only when this legal threshold is exceeded. This interpretation confirms that public procurement legislation does not treat elimination as the rule, but rather as an exception triggered only when the correction exceeds the limit established by law. Your actions as the Contracting Authority clearly violate the principles governing the interpretation of legal norms. In this specific case, you chose to eliminate our bid, thereby disregarding the specific provision that directly regulates the handling of arithmetic errors. According to legal principles, the specific provision governing the correction of arithmetic errors must take precedence over any other interpretation that leads to the automatic elimination of a bid. Since the 2% threshold is explicitly defined, no authority may ignore it or apply a stricter standard than that prescribed by law. Furthermore, it must be emphasized that the identified error did not result in any material effect on the content of the bid; unit prices, technical specifications, and contractual terms remained unchanged, and no competitive advantage was created for us as the economic operator. Consequently, the elimination of our bid was disproportionate to the nature of the identified error and constitutes an overreach of authority by the contracting authority. Under these circumstances, the decision to eliminate us was issued in violation of Article 40.9 of Regulation No. 001/2022, Article 59.3 of the Law on Public Procurement, and the official interpretation by the PPRC regarding the handling of arithmetic errors. Therefore, the contested decision is unlawful and must be annulled, and our bid must be reinstated in the re-evaluation process, applying the correction procedure prescribed by law. Below, please find the legal interpretation from the PPRC regarding the arithmetic error: 9. 22.11.2022 The arithmetic error occurred in the financial bid and not in the section (table) for price scoring. Which value prevails: the total financial value of the unit-price offer or the total scored value? In accordance with Article 87, paragraph 2, sub-paragraph 2.8 of Law No. 04/L-042 on Public Procurement—as amended and supplemented by Law No. 04/L-237, Law No. 05/L-068, and Law No. 05/L-092—and based on the question submitted, the PPRC provides the

following legal interpretation: Arithmetic errors are addressed in Article 59, paragraph 3 of the Law, as well as in Article 40.9 of the Public Procurement Rules (PPR). Article 59, paragraph 3 of the Law on Public Procurement stipulates: "3. The contracting authority shall correct errors in a tender that are purely arithmetic if such errors are discovered during the examination of tenders; however, such correction shall not exceed two percent (2%) of the total value of the offer. In such a case, the unit price offered by the economic operator in its financial tender shall always prevail over any other conflicting price; where unit prices are not requested, the price elements constituting the total price offered by the economic operator in its financial tender shall always prevail over the total price. The contracting authority shall immediately send a written notification regarding such changes to all relevant tenderers. Paragraph 3 of Article 59 of the PPL addresses purely arithmetic errors; under this paragraph, if the contracting authority discovers a discrepancy between the unit price and the total price during tender evaluation, the unit price shall prevail, and such a correction is permitted only up to 2% of the total offer value. Article 40.9 of the Rules of Public Procurement (RPP) stipulates: "40.9 The contracting authority shall correct purely arithmetic errors in a tender if such errors are discovered during the examination of tenders; however, this correction may not exceed two percent (2%) of the total offer value." a) If the corrected amount differs by no more than +/- 2%, the Contracting Authority (CA) shall correct such errors and inform the Economic Operator (EO) in question in writing using standard form B49. If the EO in question does not accept the correction of the error, the offer in question shall be rejected. The CA must also send a written notification regarding such changes to all relevant tenderers (EOs who submitted a tender). b) If the corrected amount differs by more than +/- 2%, the CA shall disqualify the EO and inform the EO in question in writing using standard form B42. Whenever the CA uses scoring, it must—in accordance with Article 54.15 of the Rules of Public Procurement (RPP)—determine the weightings based on the importance of each "service category" or each "item." Since the scoring serves solely for the purpose of evaluating bids and the contract is based on unit prices, any arithmetic errors (discrepancies between the unit price and the total bid price) shall be corrected in accordance with Article 59, paragraph 3 of the Law on Public Procurement (LPP); if the corrected amount falls within a +/- 2% margin, the Contracting Authority shall rectify such errors, notify the relevant Economic Operator in writing using standard form B49, and subsequently apply the percentage-based scoring formula specified in the Tender Dossier. According to Article 59 of the PPL, the examination, evaluation, and comparison of tenders fall entirely within the competence and responsibility of the contracting authority. For any economic operator (EO) claiming that the contracting authority (CA) failed to evaluate tenders in accordance with the PPL and secondary legislation, the PPL provides legal remedies to challenge the CA's decisions (Articles 108 and 109 of the PPL). CLAIM SIX: Violation of Article 59.4 of the PPL regarding competitiveness or contractual obligations. Consequently, the bid should have been considered responsive. CLAIM SEVEN: Violation of Article 40.7 of the Regulation. Under Article 40.7, a deviation is considered substantial only when it alters the essential terms of the tender, affects the quality or execution of the contract, limits the CA's rights, or distorts competition. The 1.10% error does not result in any of these consequences. Therefore, this error cannot be considered a substantial deviation and cannot serve as legal grounds for disqualification. CLAIM EIGHT: Violation of Article 40.8 of the Regulation. Article 40.8

empowers the CA to request clarifications from economic operators to facilitate the examination, evaluation, and comparison of bids. In this specific case, we ourselves notified you of this technical-arithmetic error and submitted a written clarification regarding the correct value of the bid. Under these circumstances, you, as the Contracting Authority, were obliged to consider and evaluate our clarification.

Pursuant to Article 111, paragraph 5, in conjunction with Articles 113 and 114 of the Law on Public Procurement (LPP), the Procurement Review Body authorized the review expert on July 14, 2026, to conduct an initial review of the file and the claims raised in complaint no. 2026/0486; subsequently, on July 27, 2026, the review expert's report (no. 2026/0486) was submitted with the following recommendations: Based on the aforementioned clarifications, the review expert proposes to the review panel that the complaining Economic Operator's complaint be upheld as well-founded, that the contract award notice be cancelled, and recommends that the LOT 2 case be returned for re-evaluation.

All procedural parties have duly received the expert report. The Contracting Authority did not respond to the reviewing expert's recommendations, whereas the Economic Operator agreed with the reviewing expert's report.

The Review Panel determined that the conditions for deciding on this matter without a hearing—pursuant to Article 24, paragraph 1 of the PRB's Rules of Procedure—were met, considering that the parties' claims and submissions, the evidence, and the reviewing expert's report provide sufficient information to reach a decision on the merits of the case.

- Administration and evaluation of evidence -

In order to accurately establish the factual situation, the review panel has admitted as evidence: the Review Expert's Report, the submissions and documents from the complaining economic operator, the filings and documents from the Contracting Authority, relevant documents regarding the procurement activity, as well as all evidence proposed by the procedural parties.

Regarding the claims made by "Rexhep Birinxhiku," the review expert, in report no. 2026/0486, provided the following assessment:

Procurement activity titled: "Supply of copy paper" – LOT 2, with procurement no. "201/26300-26-2073-1-1-1," initiated by the Contracting Authority (CA) – Central Procurement Agency, conducted via open procedure for a public framework supply contract, based on the criterion of the lowest responsive price.

The complaint has been submitted regarding LOT 2.

The complaining Economic Operator (EO) has been eliminated on the following grounds:

You have been eliminated because: The total offer value presented—both in the price description and in the Tender Form—is €533,479.00. While there are no discrepancies between unit prices and total prices for individual line items (i.e., the multiplication of unit price by quantity is correct, meaning the criterion for an arithmetic error under Article 40.10, point (a) of the regulation is not met), the sum of the totals for all items does not match the total offer value

presented. Pursuant to Article 23.10, the Contracting Authority prepared an Excel price schedule with pre-set formulas where bidders were required to fill in only the "unit price," with all other values calculated automatically (this can be verified at any time by downloading the price schedule for LOT 2 from the e-procurement system). Given the discrepancy in your offer, this indicates that you altered the price schedule; the responsibility for this error lies with you, as it does not qualify as an arithmetic error, nor can it be considered an unintentional technical error.

Following the Contracting Authority's (CA) rejection of the request for reconsideration, the complaining Economic Operator (EO) filed a complaint with the PRB, alleging that the CA failed to evaluate the bids correctly—specifically, that the evaluation violated the Law on Public Procurement (LPP), namely Articles 6, 7, 60, and 59.4, as well as Public Procurement Regulation No. 001/2022, specifically Articles 40.10, 40.7, and 40.8.

In the complaint, the EO challenged the grounds for its elimination, arguing that the error in the total amount was merely an arithmetic error subject to correction; the EO contended that the CA acted in violation of the LPP in this regard, basing its position on the PPRC interpretation dated November 22, 2022.

Response to the complaining EO's allegations regarding the grounds for elimination.

After analyzing the case files, the reviewing expert clarifies that the Contracting Authority uploaded the bill of quantities (price schedule for LOT 2) to the E-Procurement platform. This list was standardized, with pre-set calculations, requiring bidders only to input unit prices, while the system (the Excel form/price schedule) performed the calculations automatically.

A review of the complaining Economic Operator's bid—specifically regarding the claim cited as the reason for elimination—reveals that the calculations for unit prices and VAT based on quantity within the LOT 2 price list are correct. The discrepancy appears only in the total amount including VAT. Had this discrepancy been the result of intent or error on the part of the complaining Economic Operator—as the Contracting Authority suggests—the difference would have been positive. In this specific case, however, the complaining Economic Operator recorded a value higher than the actual correct figure. Consequently, had there been an intent to manipulate the bid, the operator would have entered a lower value to make the offer more competitive under the "lowest responsive price" criterion.

Therefore, given that the supply and invoicing are based on unit prices and the arithmetic error represents less than 2% of the total bid value, the reviewing expert recommends that the Contracting Authority comply with Article 59.3 of the Public Procurement Law during the re-evaluation process.

Quoting Article 59, paragraph 3 of the PPL:

The contracting authority shall correct errors in a tender that are purely arithmetic if such errors are discovered during the examination of tenders; however, such a correction shall not exceed two percent (2%) of the total value of the offer. In such a case, the unit price offered by the economic operator in its financial tender shall always prevail over any other conflicting price. When unit prices are not required, the price elements constituting the total price offered by the

economic operator in its financial tender shall always prevail over the total price. The contracting authority shall immediately send a written notification regarding such changes to all relevant tenderers. The claim of the complaining economic operator is found to be founded.

-Findings of the Review Panel -

The Review Panel has independently, objectively, conscientiously, and with professional diligence evaluated all the evidence in the case. It has thus been determined 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 copy paper" (LOT 2), with procurement number: "201/26300-26-2073-1-1-1".

The Review Panel examined all case documentation—including the Contracting Authority's acts and actions, the complaining Economic Operator's (EO) submissions and evidence, and the review expert's report. Upon analyzing these materials within the overall context of the case, the Panel formed the independent conviction that the complaining EO's complaint should be upheld as well-founded. In this instance, the Panel notes that the expert report was professionally drafted; it addresses all claims raised in the complaint and provides relevant analyses, specifically explaining them in relation to the violated provisions—as required, at a minimum, by Articles 113 and 114 of the Law on Public Procurement (LPP). Consequently, the Review Panel endorses the review expert's recommendation to uphold the complaint as *partially* well-founded, to cancel the contract award notice, and to recommend that LOT 2 be returned for re-evaluation. It is worth noting that the complaint is deemed only partially well-founded because, although an arithmetic error was observed in both the Tender Dossier (FDT) and the price schedule, it was determined that the error did not exceed the 2% threshold stipulated in the Rules of Public Procurement (RrPP); furthermore, in accordance with Article 6 of the LPP, the complaining EO had submitted the lowest price for LOT 2.

Based on its independent assessment pursuant to Article 105, and taking into account the requirement of Article 104, paragraph 1 of the cited Law—which states: "The procurement review procedure shall be conducted and implemented in a rapid, fair, and non-discriminatory manner, aiming for a just, lawful, and effective resolution of the matter"—as well as in accordance with Article 1 of the PPL—which states that the purpose of the Law is, inter alia: "...to ensure the integrity and accountability of public officials, civil servants, and other persons conducting or involved in a procurement activity by requiring that the decisions of such individuals, and the legal and factual bases for such decisions, not be influenced by personal interests, be characterized by non-discrimination and a high degree of transparency, and comply with the procedural and substantive requirements of this Law"—the Review Panel based its findings on the relevant provisions of the PPL that address and regulate such situations as may arise during a procurement activity.

After reviewing all facts and arguments, the Review Panel has concluded that the Contracting Authority failed to comply with the legal provisions of the Law on Public Procurement (LPP) during the conduct of this procurement activity; therefore, it orders the Contracting Authority to

fully adhere to the legal provisions of the LPP during the re-evaluation of this procurement activity.

Therefore, acting in accordance with the aforementioned powers and Article 104, paragraph 4, read in conjunction with paragraph 1—under which the procurement review procedure must be conducted and concluded in an expeditious, fair, and non-discriminatory manner, aiming for a lawful and effective resolution of the case—and having regard to Article 117 of the Law on Public Procurement (LPP) and the evidence presented above, the Review Panel decided as set forth in the operative part of this decision.

President of the Review Panel

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Mrs. Kimete Gashi

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

Decision to be submitted to:

1x1 CA – **Central Procurement Agency;**
1x1 EO **– Rexhep Birinxhiku.;**
1x1 Archive of the PRB