



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

Psh. No.1264/25

The Review Panel, appointed by the Acting President of the Procurement Review Body (PRB), based on 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 Vedat Poterqoi Member deciding upon the complaint of the Economic Operator (EO) Blendi Graphic Trading Enterprise O.P., against the Decision to annul the procurement procedure of the KOSOVA CORRECTION SERVICE in the capacity of the Contracting Authority (CA) regarding the procurement activity “Supply of hygienic material” with procurement number 33600-25-5964-1-1-1, on the 10.02.2026, has issued this:

DECISION

1. Approved, as grounded the complaint of the EO “Blendi Graphic Trading Enterprise O.P., with no. 2025/1264, of the 23.12.2025, for the procurement activity “Supply of hygienic material” with procurement number 33600-25-5964-1-1-1.
2. Cancelled, B58 Notice on the Decision of the CA of the KOSOVO CORRECTIVE SERVICE, while the procurement activity Supply of hygienic material with procurement number 33600-25-5964-1-1-1 is returned to 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.
4. The funds deposited in the name of the tariff fee for filing the complaint are returned to the account of the Economic Operator Blendi Graphic Trade Enterprise O.P.

REASONING

-Procedural facts and circumstances -

On the 05.07.2025, the KOSOVA CORRECTION SERVICE, acting in the capacity of the Contracting Authority, has submitted an Invitation to Bid, for the procurement activity Supply of hygienic material with procurement number 33600-25-5964-1-1-1.

The contracting authority has implemented an open procedure, contract type: supply, estimated contract value: 404,500.00 €.

On the 12.12.2025, the KOSOVO CORRECTIVE SERVICE, acting in the capacity of the Contracting Authority, has published the Notice on the decision (B58), where the procurement activity was canceled.

On the 14.12.2025, the complaining EO has submitted a request for review, where on 19.12.2025 the CA has rejected the request for review as unfounded.

On the 23.12.2025, the EO Ndermarrja Tregtare Grafike Blendi O.P., has submitted a complaint to the PRB, which has been recorded with protocol number 2025/1264, attacking the above-cited Decision of the CA, for cancellation of the 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, Blendi O.P. Graphic Trade Company, are presented as follows:

Claim;1 Article 7 Equal Treatment/Non-Discrimination 2. The contracting authority shall not execute any aspect of the procurement activity in a manner that reduces or eliminates competition between economic operators or that discriminates to the detriment or advantage of one or more economic operators. The subject of this complaint is the discriminatory treatment of us as an economic operator by the contracting authority, ignoring the official request set by the contracting authority itself. In particular, I would like to inform you that the contracting authority has a continuous discriminatory tendency, treating requests with authoritarianism as it suits you from case to case. I would like to clarify that the PRB's preliminary decision, number 2025/0910, has returned the case for re-evaluation, requesting that the contracting authority request additional clarifications, which it did not do in time and violating Article 72 of the LPP, by taking illegal decisions only to eliminate us as a responsible economic operator.

Claim number 2: Article 38 Clarification of Tenders After returning to re-evaluation, the contracting authority requests additional clarifications solely to gain time, with the aim of delaying the procedure and in violation of the legislation and the PRB Decision. The contracting authority, acknowledging the previous violation, requests clarification from us as a responsible economic operator, with the following request: We, as an economic operator, have submitted the evidence in a more professional manner and by providing detailed evidence, in accordance with the specifications requested by the authority and in full compliance with the authority's request. After the clarifications provided, which provide all the evidence, specifications, information and the brand name as requested, the contracting authority has continued with the discriminatory tendency, which is continuously creating violation after violation of the legislation in force and the decision of the PRB.

Claim number: 3 Article 40 Examination, Evaluation and Comparison of Tenders Below you will find the reasons for elimination which prove the tendency of the contracting authority that the intention is to violate the LPP, and not to respect and implement which is mandatory and binding for compliance with the requirements that the authority has placed in the tender dossier and in the contract notice. So, based on the reasons for elimination, the contracting authority explains how we as an economic operator have used the term equivalent and the contracting authority has referred you to the regulation which has no connection with the reasons for our elimination. The word equivalent I want to explain to you that even though the contracting authority has drafted the tender dossier and the price description and has not even read and analyzed the request that it has placed itself. The word equivalent is placed in the price list, the document - the price description in three positions which below you will find the evidence for position no. 92, 42, 99. Description of the price by the contracting authority: Evidence provided by us as the EO for the requested clarifications: Description of the price by you as the contracting authority: Evidence provided by us as the EO for the requested clarifications: Description of the price by you as the contracting authority: Evidence provided by us as the EO for the requested clarifications: Request of the contracting authority:

In the evidence provided, it is clear that the contracting authority has requested clarifications and we as an economic operator have offered them in a more professional manner and after receiving the clarifications, the contracting authority has eliminated us without any legal reason and in violation of the LPP and the regulation on public procurement, citing that we have offered products with equivalent words and by offering the brand name as requested by the contracting authority, while the contracting authority has referred to the regulation that variants are not accepted, while in the price list it has requested an equivalent with the same specifications, for this reason we have provided evidence that the word equivalent was placed by the contracting authority itself in the price list, by placing the name of a manufacturer and associating it with the word equivalent.

We as an economic operator for the same product have offered the product specifications according to the request and we have offered the equivalent brand name better than the contracting authority has requested. The contracting authority has shown unprofessionalism, has

not shown professional integrity by discriminating against us and making a decision without a legal or factual basis.

Response to the request for review: On 18.12.2025, the Contracting Authority, respectively the Responsible Procurement Officer, has reviewed the points of the request for review and has concluded that the claims of the complaining EO are unfounded.

The responsible procurement officer, after reviewing the points of the complaint, has concluded that:

The point of the complaint regarding Article 1 of the LPP does not stand, since the CA-KCS has ensured the most efficient, transparent and fair way of using public funds.

- The complaint regarding Article 7 of the LPP is not valid, since the Contracting Authority has treated all economic operators equally and non-discriminatory, acting in a transparent manner.
- The complaint regarding Article 40 of the LPP is not valid, since the Contracting Authority considers a tender as responsive only if the tender in question complies with all the requirements set out in the contract notice and the tender dossier.

Regarding the evaluation of your bid, the commission has found that your bid is technically irresponsible.

The process of examination and evaluation of bids was carried out in full compliance with Article 40 of the LPP, strictly based on the requirements of the tender dossier and the contract notice.

The EO's offer was eliminated because the technical specifications provided were not in full compliance with the requirements set out in the tender dossier, a fact clearly documented in the evaluation report.

The use of the term “equivalent” or “equivalent” by the EO, without providing full technical and documentary evidence according to the requirements of the tender dossier, constitutes a fundamental non-compliance and is in contradiction with the provisions of the LPP and Regulation No. 001/2022. The CA acted correctly when it rejected the bid containing prohibited variants, as the tender dossier did not allow bids with variations or substitutions without clear specification and convincing evidence. The description of the price and the use of the term “equivalent” in the price list do not replace the legal obligation of the EO to provide clear technical evidence of compliance with the requirements of the tender dossier.

In the decision of the PRB with no. PRB: 2024/1210, for the same situation as in our case, is emphasized as follows: “The EO has not deleted from the technical specifications that it has submitted together with the bid even the word ‘equivalent’ that the CA has noted in Annex no. 1 of the Tender Dossier, which proves that this EO has bid with ‘variants’. Whereas, in the Tender Dossier and the Contract Notice, the CA has noted that ‘variants are not accepted’” The point of the complaint regarding Article 38 - Clarification of Tenders does not stand, since the CA has acted in full compliance with Article 38 of the Public Procurement Regulation, requesting clarifications only to the extent legally permitted, without changing the material content of the

bid and without creating an advantage or discrimination against any EO. The request for clarifications was intended to verify the fulfillment of the requirements of the tender dossier, in particular regarding technical specifications and accompanying documentation

(brochures/technical evidence), as expressly permitted by the LPP and Regulation No. 001/2022.

The requested clarifications did not serve to supplement or amend the bid, but only to confirm the information already declared by the EO. In this context, the claim that the clarifications were requested “only for the benefit of time” is unfounded and is not supported by any legal provision. The PRB decision cited by the complainant does not prohibit the request for clarifications, but prohibits the amendment of the bid after the submission deadline, which did not happen in this case. The EO has failed to prove that the CA has exceeded its legal powers or has violated the principle of equal treatment and proportionality. Based on Article 111 paragraph 5 in connection with Articles 113 and 114 of the LPP, the Procurement Review Body on 26.12.2025 authorized the review expert to conduct the initial review of the file and claims according to the complaint with no. 2025/1264, while on 08.01.2026 the review expert's report with no. 2025/1264 was submitted, with the following recommendations. Based on the above-mentioned clarifications, the review expert proposes to the review panel that the complaint of the complaining EO be approved as grounded, the notice for cancellation of the procurement activity be canceled and it recommends that the case be returned for re-evaluation.

The expertise report has been duly accepted by all procedural parties. The CA did not agree with the recommendations of the review expert report, while the EO agreed with the review expert report. The review panel assessed that the conditions have been 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 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 the EO Ndermarrja Tregtare Grafike Blendi O.P., the review expert through report no. 2025/1264 has assessed as follows:

Procurement activity entitled: “Supply of hygienic material” with procurement no.: "33600- 25-5964-1-1-1", initiated by the Contracting Authority (CA) - KOSOVO CORRECTIVE SERVICE, open procedure, contract type supply, lowest responsive price criterion.

The complaint was filed against the cancellation of the procurement activity.

The complaining EO after the rejection of the request for review by the CA, the same files a complaint with the PRB, claiming that the CA during the evaluation of the bids violated the Public Procurement Law, respectively articles: 1,7, and articles 38,40, of the Public Procurement

Regulation no. 001/2022. CA on 12/12/2025 publishes notice B58 on the decision of the contracting authority, which cancels the procurement activity on the grounds that there is no responsible bidder.

The complaining EO in the complaint submits the complaint claims against the reason for elimination, which declares that the CA violates Article 1.7, of the Law on Public Procurement, due to the fact that the reason for elimination does not hold and that the Contracting Authority itself in the pre-measure has placed the word or Equivalent, in order to offer the equivalent product with the request. We have offered the equivalent or the same product by providing the specifications of the product according to the request and the equivalent brand name we have offered better than the contracting authority has requested. But then in the evaluation we are eliminated on the grounds that we have not deleted the equivalent part, discriminating against us.

Response to the complaining claims of the complaining EO:

The reviewing expert after analyzing and reviewing the case documents clarifies that, CA in the tender dossier has requested:

2. The Economic Operator must provide a brochure with all the technical specifications it offers, also indicating the brand of the products.

2. Brochure with a description of the technical specifications, also indicating the brand.

While in the Description of prices and Annex 1 in positions 29,32,42, and 69 the following specifications are requested:

29. Aromatic solid soap for WC- Aromatic solid soap for WC, AirWick or equivalent 30 gr

32. Dish shampoo-Dish shampoo - standard, with a content of 5-15% Anionic Surfactants, less than 5% non-ionic Surfactants. Chloromethyl and Methylisothiazolinone, Perfumes and Linalool good for the skin. Unit/Package 1000 ml equivalent to fery

42. Bleach-Liquid bleach (varakin equivalent) 1000 ml

Shampoo-hair-body-500 ml equal to palmmollive - equivalent - Shampoo-hair-body-500 ml standard contains provitamin natural ingredients to prevent infection for all types of hair equal to palmmollive Consequently, according to the decision of the Review Panel no. 910/2025, in the clarification the complaining Economic Operator offers the brochure with the products and specifications required as in Annex 1, but the same for positions 29, 32, and 42 has offered the equivalent product, as allowed by the CA in Complaint 1. Therefore, as such, the award criterion is the lowest responsible price, and in these cases it cannot be considered that variants have been offered, but it is clearly seen that the CA has requested Duel softener or equivalent, which the complaining EO has brought the required equivalence with the name Fresh which is also mitigating factors, therefore the reason for the elimination by the CA is not sustainable, and that the claim of the complaining EO is found to be founded.

- Findings of the Review Panel -

The Review Panel has independently and objectively, conscientiously and professionally assessed all the evidence in the case. In this way, it has been found that the Contracting Authority has not acted in accordance with the legal provisions on public procurement and the requirements of the tender dossier in relation to the procurement activity Supply of hygienic material with procurement number 33600-25-5964-1-1-1.

The Review Panel has administered all the documents of this case, including the acts and actions of the CA, the complainant's submissions and evidence and the review expert's report and by analyzing all of them in the general context of this case has created his/her independent conviction that the complaint of the complaining EO should be approved as well-founded. In this case, the Panel explains that the expertise report was drafted professionally and it 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 should be approved as well-founded, the notification for cancellation of the activity should be canceled and the case should 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

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 – KOSOVA CORRECTION SERVICE;

1x1 EO – **Ndërmarrja Tregtare Grafike Blendi O.P;**

1x1 Archive of the PRB;