

Legal certainty in public procurement through the practice of the PRB

Monitoring report on the work and decision-making practice of Procurement Review Body (PRB) for the period August 2025 – March 2026.



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1. List of abbreviations

CA – Contracting Authority

D+ – Democracy Plus

GIZ – Deutsche Gesellschaft für Internationale Zusammenarbeit (GmbH)

PPRC – Public Procurement Regulatory Commission

PPL – Public Procurement Law

LP-PP – Law on Public-Private Partnerships

EO – Economic Operator

PRB – Procurement Review Body

LLC – Limited Liability Company

RPO – Responsible Procurement Officer

2. Introduction

Public procurement is one of the main mechanisms for spending public money and one of the areas most sensitive to the risks of mismanagement and lack of transparency. In this context, the effective functioning of control and oversight mechanisms is essential for ensuring legality, equality in competition and the efficient use of public money. The weight of this sector in the public budget is significant, with public procurement alone accounting for 27.8% of total public expenditure during 2025¹.

In the institutional architecture for public procurement, the PRB plays a key role as an independent administrative body for reviewing complaints in public procurement procedures. Through its decision-making, the PRB has a direct impact on ensuring the implementation of the relevant legislation, addressing violations or irregularities in tendering processes, and securing an effective legal protection mechanism for economic operators.

In this role, the PRB exercises exclusive jurisdiction for the administrative review of disputed issues in public procurement, acting as a second-instance body in relation to the decisions of contracting authorities². Its decisions are final in administrative procedure and may be challenged only before the courts, which positions it as a key mechanism for ensuring legality and justice in this field³. Through its powers to review complaints, requests for disqualification and issues related to public auctions, as well as through its obligation to report annually to the Assembly⁴, the PRB is supposed to ensure the fair and efficient use of public funds, while also strengthening transparency, equality and integrity in the public procurement system.

The PRB is led by a Board of five (5) members appointed by the Assembly of Kosovo for a five (5)-year mandate; however, since 2024, the Board has operated with only four (4) members due to the resignation of one of them⁵.

Considering the importance of this body, Democracy Plus (D+), with support from the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ), has conducted an eight (8)-month monitoring of the work of the PRB, preparing this report focused on analysing the decisions and practices of the institution. The report provides a fact-based assessment of the functioning of the PRB, examining compliance with the legal framework as well as the quality and consistency of decision-making, while identifying systemic issues and key challenges.

¹ Law No. 08/L-332 on Budget Appropriations for the Budget of the Republic of Kosovo for Year 2025. Available at: <https://gzk.rks-gov.net/ActDetail.aspx?ActID=99639>.

² Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 98. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

³ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 119. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

⁴ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 120. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

⁵ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 100. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

3. Executive Summary

This report presents the main findings from the monitoring of the work of the PRB for the period 1 August 2025 – 31 March 2026, carried out through analysis of published decisions and participation in hearings during this time. The findings show that, although the PRB has made progress in increasing transparency through the publication of decisions, the limited functionality of the website, the lack of live-streaming of hearings, and the publication of documents containing non-anonymised personal data undermine transparency and public access.

In terms of efficiency, in most cases the PRB does not comply with the statutory deadlines for reviewing complaints, affecting the prolongation of procurement processes and the implementation of public projects. A lack of consistency is also evident in decision-making practice, including the interpretation of scope, the handling of complaints, and the application of procedural principles, including cases of repeated complaints. Decisions are often characterised by limited reasoning and the absence of a clear link between the facts and the conclusions.

The report also identifies problems in the handling of the complaint fee, which in some cases is reimbursed contrary to the legal framework, as well as ambiguities in the handling of withdrawal of complaints and its effect on this fee. The mechanism for compensation of procedural costs for successful complainants is applied in a very limited manner. In certain cases, the PRB does not fully exercise its responsibilities, referring parties to the courts even when the matters fall within its competence.

The findings also show that the filtering of complaints from disqualified economic operators is not always effective, allowing even inadmissible complaints to suspend procurement procedures. At the same time, the reflection of decisions in the e-procurement system is not always automated, creating room for the participation of disqualified operators in further procedures.

The lack of effective mechanisms for monitoring the implementation of PRB decisions means that these decisions are not always complied with by contracting authorities, creating legal uncertainty, repeated complaints, and delays in procurement procedures. This situation significantly weakens the effectiveness of the legal protection system and public confidence in this body.

4. Institutional transparency and Decision-Making

4.1 Transparency and access to PRB decisions

The complaint procedure before the PRB is conditional on the prior conduct of the review procedure before the contracting authority conducting the procurement activity. A complaint may be filed only after this stage has been completed and must be submitted within 10 days of receipt of the decision in the preliminary procedure⁶. Complaints are submitted through the electronic procurement system, while the complaint allegations must be the same as those presented at first instance.

From a formal standpoint, the PRB has made progress in increasing transparency through the publication of all complaints and decisions on its official website, enabling access for the public and interested parties, and contributing to increased institutional accountability. However, during the monitoring period, a number of challenges were identified relating to the functionality of and access to this platform.

In particular, the PRB website is characterised by limitations in use, including poor functionality of the search filters for decisions. Moreover, for a two-week period starting from 3 December 2025, the website was completely out of service. After it was restored, documents older than six months, including complaints, decisions and other relevant documents, were not accessible due to technical problems in the management of the platform. According to the clarifications provided by the PRB, the website's functionality issues resulted from technical interventions carried out by the Information Society Agency⁷.

With regard to the transparency of hearings, although the Rules of Procedure provide for the publication of the date and time of their holding, such notices were not made public during the monitoring period (since 2024), while invitations were sent only to the parties involved in the procedure⁸. Along the same lines, although the Rules of Procedure provide for the possibility of live-streaming hearings, no hearing was streamed online, while the equipment for recording hearings was out of service, further limiting transparency and public access to these processes⁹. According to the PRB, the equipment used for livestreaming hearing sessions, which had been provided through a donation from USAID, malfunctioned in 2025. Despite efforts to repair it, the PRB was unable to identify a company capable of carrying out the repair. As a result, the equipment remained out of service, limiting transparency and public access to these proceedings¹⁰.

With regard to the language of publication, although decisions were published in the original language, cases were identified where decisions on high-value activities were not translated into English, contrary to the relevant requirements¹¹. Meanwhile, with regard to data protection, the publication of expert reports in some cases includes non-anonymised personal data, raising concerns about compliance with personal data protection standards.

Another element that affects transparency and the quality of review is the limited use of hearings. During the monitoring period, 14 hearings were held and monitored by D+, while in most cases decision-making was based on written documentation and expert reports, without holding hearings with the parties.

Overall, the limitations in the functioning of the website and digital platform reduce the transparency of the PRB by making access to information more difficult. The publication of expert reports containing non-anonymised personal data risks infringing protected data, while the lack of streaming of hearings limits oversight by the media and interested parties.

⁶ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 109. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

⁷ Based on the comments and observations provided by the PRB during the consultation process on the draft report.

⁸ Regulation No. 01/2020 on the Rules of Procedure of the Procurement Review Body. Article 6. Available at: <https://oshp.rks-gov.net/sq/Pages/Details?id=6>.

⁹ Ibid.

¹⁰ Based on the comments and observations provided by the PRB during the consultation process on the draft report.

¹¹ PRB. Decisions Nos. 745/25, 787/25, 782/25, 727/25, 680/25, 898/25, 1208/25, 1288/25, 27/26 and 8/26.

4.2 PRB decision-making in figures

Efficiency in handling complaints constitutes one of the key elements of the functioning of the PRB, considering that the filing of a complaint has a suspensive effect on the procurement activity¹². As a result, any delay in decision-making directly affects the implementation of public contracts, causing delays in the realisation of public investments, supplies and services¹³. In this context, the workload and capacity to process complaints were also affected by the fact that, throughout the monitoring period, the PRB continued to operate with four out of five Board members, following the failure to fill a vacant position.

The legal framework in force sets a maximum deadline of 34 days for reviewing and deciding on complaints, with the possibility of extension by no more than 20 additional days in cases involving complex matters¹⁴.



The analysis shows that compliance with statutory deadlines remains a significant challenge. Of the total of 900 decisions, 698 (77.6%) were issued after the statutory deadline of 34 days, while 202 complaints (22.4%) were decided within this deadline. This analysis includes all categories of decisions, including decisions on the merits, Secretariat decisions dismissing inadmissible complaints, as well as cases of withdrawal of complaints and settlement between the parties¹⁵.

Of the decisions that exceed the statutory deadline, 380 were issued within the 34–54-day interval, which corresponds to the extended maximum deadline provided for complex matters, although in these cases no reasoning for complexity is evidenced. Meanwhile, in 318 cases, decisions were issued after more than 54 days, exceeding even the maximum permitted deadline. In 21 cases, decision-making lasted more than 90 days, reflecting a prolonged suspension of procurement activities.

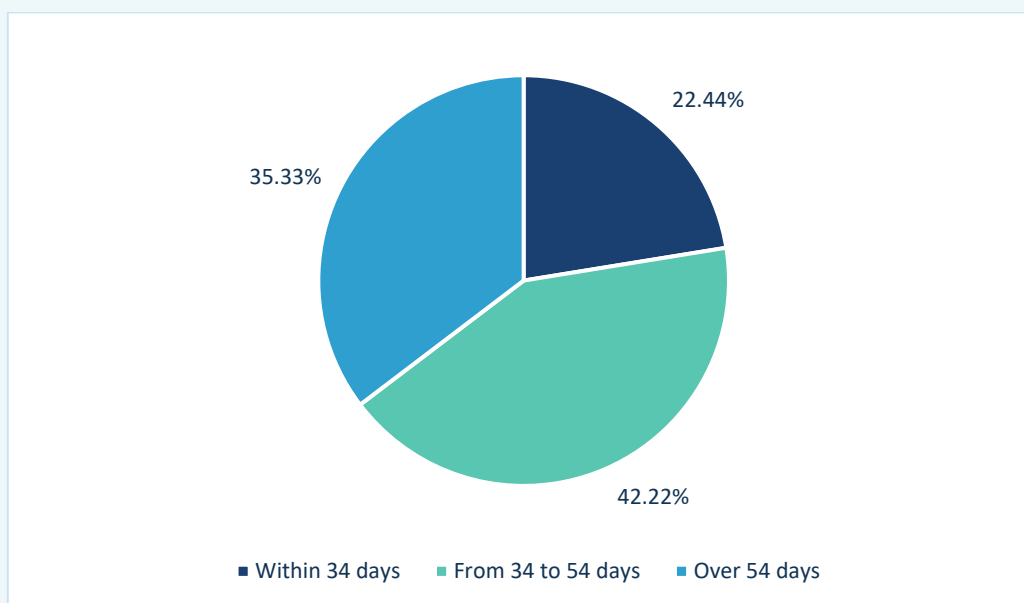
¹² Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 104. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

¹³ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 112. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

¹⁴ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 117. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

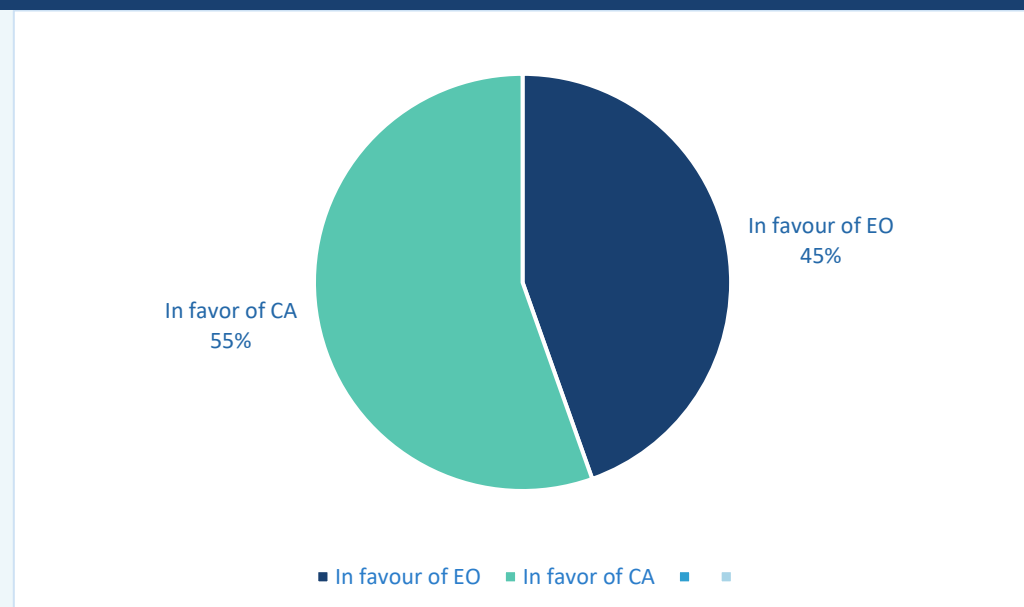
¹⁵ The average publication time for PRB decisions, excluding Secretariat decisions, is 51 days.

Figure 1. Duration of PRB decisions



As regards the distribution of complaints by type of contracting authority, they were filed against central-level institutions (194 cases), local-level authorities (339 cases), as well as publicly owned enterprises, independent agencies and other institutions financed from the budget of the Republic of Kosovo (367 cases).

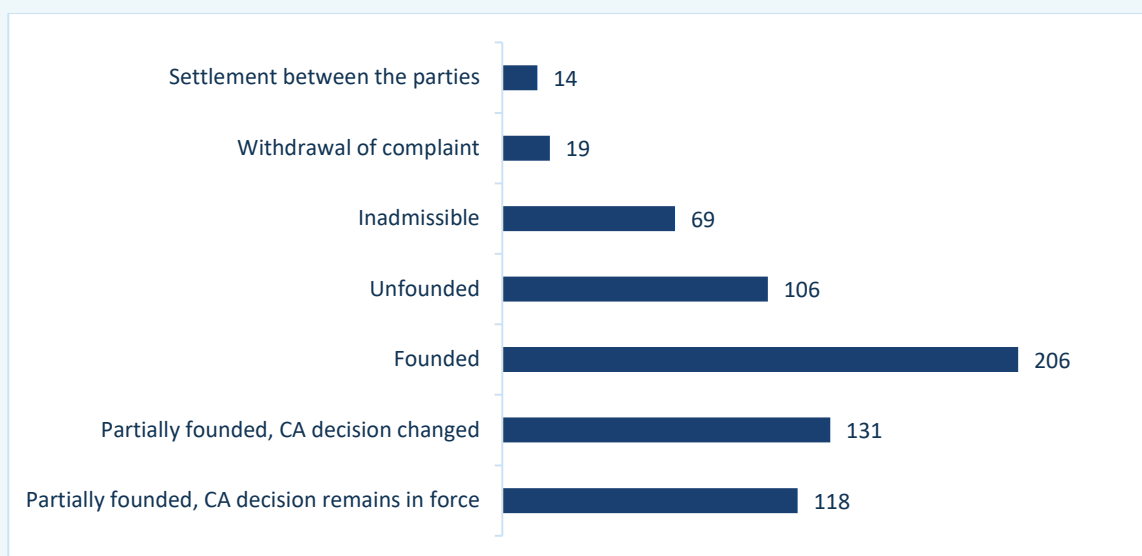
Figure 2. Distribution of PRB Decisions by Outcome



In terms of decision-making outcomes, 337 decisions were in favour of economic operators (well-founded or partially well-founded complaints that resulted in a change to the contracting authority's decision), while 419 decisions were in favour of contracting authorities (complaints rejected or having no effect on changing the decision). The remaining decisions concerned withdrawals of complaints, settlements between parties and procedural termination decisions, which were not classified as being in favour of either economic operators or contracting authorities.

The remainder consists of procedural decisions, including dismissal of complaints, their withdrawal or settlement between the parties.

Figure 3. Structure of PRB decisions by complaint outcome



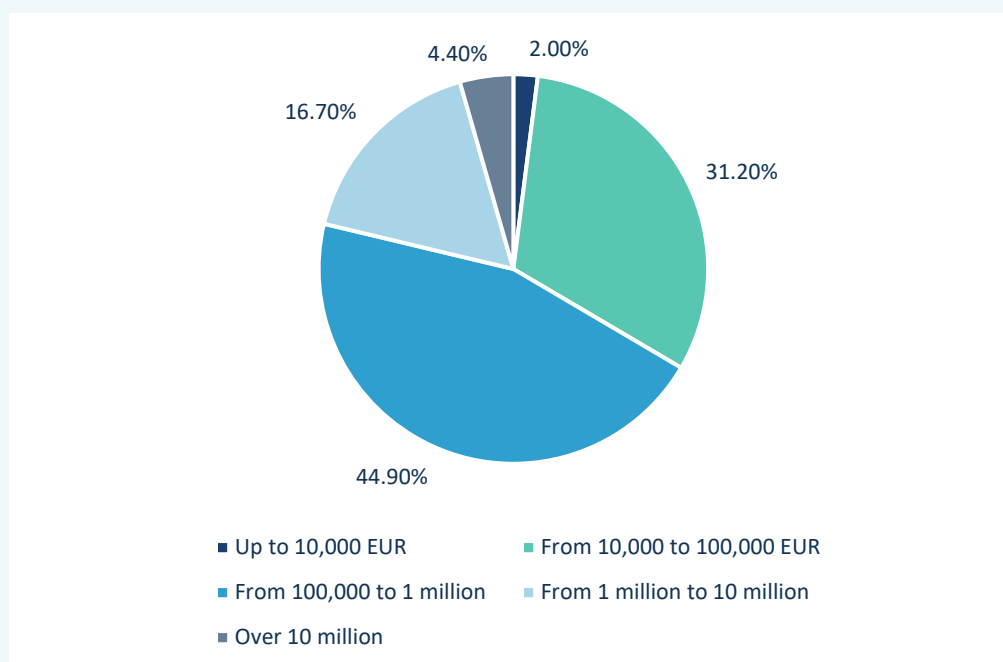
The contracting authorities with the highest number of complaints reviewed by the PRB during the monitoring period are:

Kosovo Energy Corporation (KEK) – 60 complaints	Municipality of Prishtina – 46 complaints
Municipality of Prizren – 46 complaints	Ministry of Infrastructure – 44 complaints
Ministry of Culture, Youth and Sport – 32 complaints	Kosovo Police – 29 complaints
Ministry of Health – 22 complaints	University Clinical Center of Kosovo – 21 complaints

This distribution is proportional to the size of the budget and the volume of procurement activities of these institutions.

An important element in the complaint review process is the reports of review experts, which provide a professional assessment of the matters addressed and serve as a guiding basis for the panel's decision-making. However, these reports are not binding in nature. In most cases, PRB decisions are in line with the experts' recommendations, but in 122 cases (15% of the total), the panel decided contrary to these recommendations. Of these, 80 decisions were in favour of contracting authorities and 42 in favour of economic operators.

Figure 4. Complaints by estimated value during the monitoring period



The distribution of complaints by value of procurement activities shows a marked concentration in medium-value contracts. Specifically, 44.9% of complaints relate to activities in the range of 100,000 to 1,000,000 euro, followed by 31.2% in the range of 10,000 to 100,000 euro. By contrast, complaints concerning very low-value contracts (up to 10,000 euro) account for only 2% of the total, while those concerning very high-value contracts (over 10 million euro) amount to 4.4%. This distribution suggests that procurement disputes are more frequent in the medium-value contract segment, where a relatively high volume of procedures and significant financial interests intersect.

4.3 Coherence of PRB decisions

PRB decisions must be drafted in a structured and coherent manner, ensuring full consistency between the operative part, as the section containing the decision-making conclusion on the complaint, and the legal reasoning supporting it. In practice, cases are identified where this consistency is lacking, where the conclusion expressed in the operative part does not reflect the analysis developed in the reasoning. These inconsistencies, often accompanied by unclear wording or technical inaccuracies, create ambiguity regarding the legal effect of the decision, making it difficult for the parties to clearly understand the outcome of the complaint.

In this context, it should be emphasised that the heavy workload of the PRB Board, which handles and decides on a considerable number of complaints – an average of 5.4 decisions per day during 2025¹⁶, affects the quality of drafting of decisions, being reflected in technical inaccuracies, legal deficiencies and inconsistencies between the constituent parts of the decision.

By way of illustration, in the case of *N.T.Sh Bizun v. Kosovo Energy Corporation*¹⁷, in the operative part the complaint is approved as partially founded, while in the reasoning the PRB repeatedly finds that the claims of the economic operator are unfounded and that the complaint should be rejected as unfounded, reflecting a clear inconsistency between the conclusion and the reasoning of the decision.

¹⁶ PRB. Annual Report 2025.

¹⁷ PRB. Decision No. 636/25.

In the case of *Lurn LLC v. Municipality of Istog*¹⁸, the decision is characterised by a substantive inconsistency between the operative part and the reasoning regarding the handling of the complaint fee. In the operative part, although the complaint is rejected as unfounded, reimbursement of the deposited fee is allowed, while in the reasoning, the PRB finds that, as a consequence of rejection of the complaint, the fee must be confiscated in accordance with the PRB Rules of Procedure. This contradiction is not merely formal, but directly affects the legal effect of the decision, as it creates uncertainty for the party regarding its financial rights and obligations.

In the case of *Capital X Fet LLC v. Municipality of Lipjan*¹⁹ too, the PRB decision shows marked ambiguity in the relationship between the procedural assessment and the assessment on the merits. In the operative part, the complaint is dismissed as inadmissible and reimbursement of the fee is ordered, which implies an assessment of its formal admissibility. However, in the reasoning, the PRB conducts a full analysis on the merits, reviewing the evidence and finding that all complaint claims are unfounded.

In the case of *Business Pro LLC v. Kosovo Energy Corporation*²⁰, the PRB decision is characterised by the lack of a full and individualised review of the complaint claims, as well as by a problematic approach in relation to its own decision-making role. Although the economic operator had submitted six claims, which were also supported by the review expert, the PRB decided to approve the complaint only partially, upholding the decision of the contracting authority, which constituted the essence of the dispute. In the reasoning, the PRB does not provide a separate response to each claim, while for the main issue concerning submission of a declaration by the economic operator, it shifts the assessment to the contracting authority, invoking its discretion and the principle of protection of the public interest in order to avoid delays.

Such a decision reflects a lack of substantive reasoning, as it does not contain reasoned treatment of the claims and is not based on a clear link between the facts and the conclusion, but on general principles without concrete analysis of the case.

In general, the reasoning of PRB decisions is characterised by the use of standard wording and template paragraphs, which are applied uniformly without reflecting the specific features of the case. Although it is emphasised that the review expert's report is not binding on the Panel, in practice, both in cases where it is taken as a basis and where it is disregarded, an independent and substantive analysis of the complaint claims is lacking.

This is particularly evident in cases where complaints are classified as partially founded without clearly identifying the accepted and rejected claims, while the decision of the contracting authority remains in force²¹. In the case of *Bajra v. Municipality of Podujeva*²², the PRB classified the complaint as partially founded, although it upheld the decision of the contracting authority. In the reasoning, although 16 claims had been raised and it was found that the contracting authority had not acted in accordance with the legal provisions and the requirements of the Tender Dossier, the decision does not specify which claims were accepted and which were rejected, leaving unclear the real basis of the conclusion and the reason for upholding the contested decision.

In general, the reasoning of decisions is characterised by the lack of a concrete assessment of the evidence and circumstances of the case, being reduced to general findings and references to abstract principles without a clear link to the facts. Even in cases where the Panel distances itself from the experts'²³ recommendations, sufficient explanations are lacking as to the reasons and basis for this position, resulting in incomplete, non-transparent decisions with limited coherence.

4.4 Implementation of PRB decisions

Public procurement legislation obliges contracting authorities to implement PRB decisions, providing for the issuance

¹⁸ PRB. Decision No. 320/25.

¹⁹ PRB. Decision No. 694/25.

²⁰ PRB. Decision No. 332/25.

²¹ PRB. Decision No. 721/25.

²² PRB. Decision No. 648/25.

²³ PRB. Decision No. 900/25.

of orders and the imposition of fines on contracting authorities if they do not implement the decisions²⁴, while disciplinary measures are provided against public procurement officers who, among other things, fail to implement PRB decisions²⁵.

Contracting authorities are obliged, through the operative part of the decisions, to implement PRB decisions within 10 days, while in cases of re-evaluation of the procurement activity, they must notify the PRB of the result within 15 days²⁶. In practice, a considerable number of these decisions remain unimplemented or are not accompanied by notification within the deadlines, while the PRB does not have effective mechanisms for monitoring and ensuring their implementation.

In the cases of *Cactus v. the Emergency Management Agency and Autotrade LLC v. Kosovo Police*²⁷, the PRB found repeated non-implementation of decisions by the contracting authorities, qualifying this as a serious violation that may lead to initiation of revocation of the procurement officer's licence. However, despite these findings and successive unimplemented decisions, the PRB ultimately decided in favour of the decisions of the contracting authorities.

In some cases, the PRB has followed a more rigorous approach, taking disciplinary measures against the officers responsible for non-implementation of its decisions. In the case of *Municipality of Vushtrri v. Center for Legal Services L.L.C*²⁸, the PRB issued a warning due to failure to act in accordance with previous decisions and inconsistent treatment during re-evaluation, where the contracting authority had initially awarded a non-responsive operator and then cancelled the procedure, changing its position without sustainable reasoning. Similarly, in the case of *Municipality of Suhareka v. Seferi-CO L.L.C*²⁹, the PRB found non-implementation of the recommendations for changing discriminatory criteria and issued a warning against the responsible officer; however, in a subsequent complaint it decided to uphold the contract notice, due to the lack of new evidence. These cases illustrate a more active approach in sanctioning non-implementation, but at the same time also a lack of consistency in the outcome of the cases.

A more pronounced case is *Municipality of Gjakova v. N.SH.T. VIKTORY COM*³⁰, where after a series of complaints and repeated violations, the PRB took punitive measures – including a fine of 10,000 euro and initiation of certificate revocation – but nevertheless upheld the cancellation of the procedure.

The lack of a control mechanism for monitoring the implementation of its decisions constitutes a systemic gap in the institutional structure of the PRB. Under current conditions, implementation of decisions remains at the discretion of contracting authorities, turning the legal obligation into a norm without effective oversight.

In this regard, disciplinary measures imposed against procurement officers remain limited. Specifically, two (2) reprimands were issued for failure to implement PRB decisions, six (6) reprimands for non-compliance with the Public Procurement Law, and the license of one procurement officer was revoked. This suggests that enforcement mechanisms, although formally established within the legal framework, remain limited in their practical application³¹.

²⁴ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 105. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

²⁵ Regulation No. 002/2024 amending and supplementing Regulation No. 001/2022 on Public Procurement. Article 97. Available at: <https://e-prokurimi.rks-gov.net/HOME/ClanakItemNew.aspx?id=233>.

²⁶ Regulation No. 01/2020 on the Rules of Procedure of the Procurement Review Body. Article 29. Available at: <https://oshp.rks-gov.net/sq/Pages/Details?id=6>.

²⁷ PRB. Decisions Nos. 575/25 and 666/25.

²⁸ PRB. Decision No. 708/25.

²⁹ PRB. Decision No. 955/25.

³⁰ PRB. Decision No. 1265/25

³¹ Data provided by the PRB following a request for access to public documents, 7 May 2026.

5. Admissibility and Review of Complaints

5.1 Admissibility of complaints

The legal framework defining the mandate of the PRB links the scope of this institution primarily to the handling of complaints concerning violations of the Public Procurement Law (PPL). The Law provides that the PRB has competence to review complaints by interested parties concerning possible violations of this Law³², and requires the complaint to specify the provision or provisions of the PPL alleged to have been violated, making PRB review conditional on the clear formulation of legal claims. On the other hand, the PRB Regulation provides that the institution exercises the functions set out not only in the PPL, but also in the Law on Public-Private Partnership (LP-PP), and in other laws that may delegate such competences to it³³.

The admissibility of complaints and determination of scope constitute the basic filter for access to legal protection in the public procurement system. The PRB is responsible for reviewing complaints submitted by interested parties concerning possible violations of the PPL, the LP-PP³⁴, and other relevant legislation regulating this field.

Complaints are initially subject to a preliminary review, during which it is assessed whether they fall within the scope of the PRB, have been submitted within the statutory deadline, are directed against contracting authorities, and meet the formal requirements. In cases where these conditions are not met, or where the identified deficiencies are not remedied within the set deadline, the Head of the PRB Secretariat dismisses the complaints as inadmissible³⁵.

In cases where the complaint meets the admissibility criteria, a review expert is first appointed, who may be a technical or procurement professional expert³⁶, and a review panel is established, composed of one, three or five members of the PRB Board, depending on the value of the procurement activity that is the subject of the complaint³⁷.

The Law on Public Procurement clearly defines the scope of the PRB as limited to reviewing violations arising from this Law. Meanwhile, the Rules of Procedure expand this scope by also including the Law on Public-Private Partnership. Despite this, in principle the PRB does not have a mandate to review complaints relating to violations of other laws or acts outside this framework. In practice, however, a non-consolidated approach is observed in the interpretation of this scope, where in some cases sectoral legislation is taken into consideration, while in others a restrictive approach is applied, creating legal uncertainty and a lack of a consistent interpretative standard.

In the case of *Security Code v. the Municipality of Prizren*³⁸, the PRB annulled the contract notice by approving the complaint, on the grounds that the contracting authority had included in the Tender Dossier requirements that were contrary to the Labour Law, in such a way that their fulfilment would lead to non-compliance with the obligations arising from this law. It was also found that some of the requirements set were also contrary to the Law on Private Security Services. As a result, the review panel ordered the contracting authority to make the necessary changes to the Tender Dossier and to extend the deadline for submission of tenders, so that the procedure would be conducted in accordance with the relevant legal framework.

In the case of *Construmax LLC v. the Ministry of Culture*³⁹, the dispute related to the legality of a requirement in the Tender Dossier, according to which all members of the group of economic operators, in the case of a consortium, had to hold a B2 licence for carrying out conservation/restoration works on cultural heritage, a requirement based on the relevant sectoral legislation. The complainant economic operator challenged this criterion, relying on the Public Procurement Regulation, which provides that, for professional services requiring licensing, it is sufficient for one

³² Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 105. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

³³ Regulation No. 01/2020 on the Rules of Procedure of the Procurement Review Body. Available at: <https://oshp.rks-gov.net/sq/Pages/Details?id=6>.

³⁴ Law No. 04/L-045 on Public-Private Partnership. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2784>.

³⁵ Regulation No. 01/2020 on the Rules of Procedure of the Procurement Review Body. Article 17. Available at: <https://oshp.rks-gov.net/sq/Pages/Details?id=6>.

³⁶ *Clarification*: In cases of increased technical and procedural complexity, the PRB engages technical and professional experts within the same case, in order to ensure a comprehensive assessment based on specialised expertise.

³⁷ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 106. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

³⁸ PRB. Decision No. 679/25.

³⁹ PRB. Decision No. 908/25.

member of the group to possess the relevant authorisation or licence for the requirement to be considered fulfilled by the group as a whole⁴⁰. Faced with this conflict between sectoral legislation and public procurement legislation, the PRB decided in favour of the sectoral legislation, reasoning that it could not assume responsibility for compelling the contracting authority, in this case the Ministry, to act contrary to the Law on Cultural Heritage and the relevant sub-legal acts regulating licensing in this field.

In this case, the PRB gives priority to the sectoral law over public procurement legislation, although it is called upon to adjudicate from the perspective of public procurement. In this decision, the problem remains that the PRB does not reason the restriction of competition arising from another law, without conducting a genuine proportionality analysis.

Meanwhile, in the case of *KRM "Pastrimi" JSC v. the Municipality of Prishtina*⁴¹, where the complainant challenged the lawfulness of the tender announcement by relying on a municipal regulation that designated it as the exclusive service provider, the PRB decided that this claim fell outside its scope. The PRB reasoned that the regulation in question constitutes an internal sub-legal act and that the PRB's competences are limited only to reviewing matters directly related to public procurement procedures, within the relevant legal framework. Consequently, any claim exceeding this field, including the assessment of acts outside public procurement legislation, is considered to fall outside the jurisdiction of this body.

5.2 Inadmissible complaints and parties without legal interest

According to the PRB Regulation, complaints may be declared inadmissible on procedural and substantive grounds⁴². In practice, procedural grounds include cases such as non-payment of the complaint fee, submission past the deadline, or outside the scope of jurisdiction, while substantive grounds relate to the lack of legal interest or the submission of a complaint in an irresponsible manner, with the aim of delaying the procedure.

This distinction is directly reflected in the handling of the complaint fee, which is not uniform but depends on the nature of the inadmissibility. When a complaint is rejected for procedural reasons, the fee must be reimbursed⁴³. Conversely, confiscation applies in cases where abusive use of the procedure or a lack of responsibility on the part of the complainant is established, including situations where the complaint aims to delay the procurement activity.

In 2023, through a notice to economic operators, the PRB clarified that the complainant must prove its status of as an interested party, in accordance with the PPL, namely the existence of a material interest and the risk of being harmed by the alleged violation⁴⁴. In the absence of such demonstration, the complaint may be dismissed as inadmissible and the fee is transferred to the state budget. Likewise, the PRB may reject the complaint as unfounded and confiscate the complaint fee, particularly when the complainant fails to demonstrate that it could realistically be awarded the contract. This usually occurs when the complainant does not provide sufficient evidence or arguments that the economic operators ranked ahead of it are non-responsive to the tender requirements. This interpretation is consistent with the PRB Rules of Procedure, which allow a complaint to be classified as unfounded when, even in the absence of violations, the complainant has no real prospects of winning the contract⁴⁵.

During the monitoring, 12 cases were identified in which complaints were dismissed on the grounds that the complainants had not proven the status of a party with legal-material interest and had no real prospects of winning the contract, due to higher-priced tenders and the absence of claims against cheaper and responsive operators.

⁴⁰ Regulation No. 002/2024 amending and supplementing Regulation No. 001/2022 on Public Procurement. Article 26.9. Available at: <https://e-prokurimi.rks-gov.net/HOME/ClanakItemNew.aspx?id=233>.

⁴¹ PRB. Decision No. 253/25.

⁴² Regulation No. 01/2020 on the Rules of Procedure of the Procurement Review Body. Article 31. Available at: <https://oshp.rks-gov.net/sq/Pages/Details?id=6>.

⁴³ Ibid.

⁴⁴ PRB. Notice to economic operators. 09/02/2023. Available at: <https://oshp.rks-gov.net/sq/Pages/Details?id=15>.

⁴⁵ Regulation No. 01/2020 on the Rules of Procedure of the Procurement Review Body. Article 31.2. Available at: <https://oshp.rks-gov.net/sq/Pages/Details?id=6>.

In the case of *As Tech LLC v. Municipality of Fushe Kosove*⁴⁶, the complaint was dismissed as inadmissible, as the complainant had not submitted claims against the cheaper and responsive economic operators, failing to prove legal-material interest and, consequently, lacking real prospects of winning the contract. However, despite this, the PRB decided to return the fee. In this case, although the complaint met the formal criteria, it was essentially unfounded, as the complainant did not demonstrate a real possibility of benefit and did not challenge the operators that prevented it from being declared the winner. In these circumstances, in accordance with the legal framework, confiscation of the fee should have been applied.

A similar situation appears in the case of *Internat Security Association LLC v. Municipality of Klina*⁴⁷, where the complaint was dismissed as inadmissible, as the complainant had challenged only the operator recommended for contract, without submitting claims against four operators with lower prices, failing to prove legal-material interest. In this case too, the fee was not confiscated.

The same approach was followed in 10 other cases, where complaints were dismissed for lack of legal interest, but the fee was returned. The total value of these fees amounts to 36,104.50 euro, funds which, according to the legal framework, should have been confiscated.

In the case of *Capital X Fet LLC v. Municipality of Lipjan*⁴⁸, the PRB decided 109 days after the filing of the complaint, qualifying it as inadmissible. However, in its reasoning, the PRB conducted a full review of the claims and assessed them as unfounded, thus deciding on the merits of the case. Despite this, the complaint was formally classified as inadmissible, without relying on a clear legal basis, and the return of the fee was justified on the basis of this qualification. This approach creates inconsistency between the reasoning and the operative part, as well as in the application of the normative framework, since a complaint that is reviewed on the merits and rejected as unfounded cannot simultaneously be treated as inadmissible.

In only one case, *Studio Hapsira LLC v. Municipality of Prizren*⁴⁹, the PRB found that the complaint was inadmissible, assessing that the economic operator did not have the status of an interested party and that the filing of the complaint was intended to prolong the procedure. In accordance with this reasoning, confiscation of the complaint fee was ordered.

Meanwhile, in a number of cases, the PRB finds that the complainant economic operators do not meet the conditions and, consequently, have no real prospects of winning the contract, as in the case of *BM Group LLC v. Municipality of Glogoc*⁵⁰, where it was assessed that the complainant's elimination was correct and, consequently, it had no possibility of being declared the winner. However, despite this finding, the complaint was declared partially founded due to certain claims, leading to the return of the complaint fee.

Overall, the PRB's practice in handling inadmissible complaints and parties without legal interest is not consistent, particularly with regard to the application of the complaint fee. Even in cases where the absence of legal-material interest or the lack of real prospects of winning the contract is established, the fee is often returned instead of being confiscated. In practice, this weakens the preventive function of the fee and creates uncertainty for economic operators, contributing to an increase in unfounded complaints and affecting the efficiency of the complaint review system.

5.3 Adjudicated matters – res judicata

The principle of adjudicated matter (res judicata) in public procurement guarantees legal certainty and stability in decision-making by preventing the reconsideration of matters already finally decided by the PRB. It applies when the

⁴⁶ PRB. Decision No. 536/25.

⁴⁷ PRB. Decision No. 923/25.

⁴⁸ PRB. Decision No. 694/25.

⁴⁹ PRB. Decision No. 1018/25.

⁵⁰ PRB. Decision No. 766/25.

parties, the subject matter and the complaint claims are the same, thereby excluding a review on the merits⁵¹. However, the application of this principle must be functional and serve effective legal protection, taking into account the binding nature of PRB decisions for contracting authorities.

PRB practice shows an inconsistent approach in the application of this principle. In some cases, it is used as a procedural obstacle to the review of the complaint, in others it is treated formally without clear consequences, while in certain situations it is accompanied by review on the merits or by measures against the contracting authority. In any case, when *res judicata* is found, the complaint should be rejected as inadmissible and not addressed substantively.

In the case of *Tempo-2 LLC v. the Ministry of Agriculture*⁵², Forestry and Rural Development, the PRB dismissed the complaint as inadmissible, finding *res judicata*, and at the same time ordered the return of the fee. This case represents a consistent application of the principle, since the complaint was not reviewed on the merits and the adjudicated matter was treated as a procedural obstacle.

By contrast, in the case of *Srahep LLC v. Municipality of Prishtina*⁵³, although the existence of *res judicata* is found, the PRB does not treat it as a procedural obstacle, but enters into review on the merits and rejects the complaint as unfounded, also deciding on confiscation of the fee. This approach deviates from the nature of the principle, since an adjudicated matter should not be reconsidered on the merits and is, in essence, inadmissible.

A similar approach is also evident in the cases of *Center for Legal Services L.L.C v. Municipality of Vushtrri*⁵⁴ and *DE Kosova Tekstil L.L.C v. Kosovo Police*⁵⁵, where, despite elements of *res judicata*, the PRB entered into review on the merits due to non-implementation of previous decisions by the contracting authorities. In the first case, in addition to approving the complaint, a warning was issued against the responsible procurement officer, while in the second only a warning was given, without formal measures, which indicates a lack of consistency in response.

In the case of *Efa Dienstleistung GmbH v. Municipality of Lipjan*⁵⁶, the PRB declared the complaint partially founded, but upheld the decision of the contracting authority and ordered reimbursement of the fee, although the matter related to a previous decision with the same content. Despite the repetition of the claims and non-implementation of the previous decision, the PRB did not treat this case as *res judicata*, but changed its approach, leaving the assessment to the discretion of the contracting authority.

Overall, PRB practice in applying the principle of *res judicata* is not consistent, reflecting a lack of coherence in the handling of matters already adjudicated. In some cases, the principle is applied as a procedural bar, while in others it is bypassed through review on the merits or formal treatment without clear consequences. In practice, this approach weakens the final and binding effect of PRB decisions, creates legal uncertainty for the parties, and risks undermining the effectiveness of legal protection in the public procurement system.

5.4 The principle of challenge - adversarial proceedings

The principle of equality of parties constitutes the foundation of review procedures before the PRB, guaranteeing that no decision or action should discriminate in favour of or against a participant and that all interested parties have equal access to the procedure and to legal remedies. Within this framework, the very purpose of the PRB is to function as an independent mechanism for the legal protection of economic operators, ensuring that the review of complaints in public procurement is carried out by a body separate from the contracting authority, in a fair, effective and impartial manner.

⁵¹ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 105, paragraph 2.16. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

⁵² PRB. Decision No. 724/25.

⁵³ PRB. Decision No. 770/25.

⁵⁴ PRB. Decision No. 093/25.

⁵⁵ PRB. Decision No. 462/25.

⁵⁶ PRB. Decision No. 1179/25.

The adversarial principle is also built on this basis, guaranteeing that each party has a real opportunity to present its arguments and evidence, as well as to respond to the claims of the other party. The adversarial principle means that PRB decisions must be based on equal consideration of opposing arguments, while any preference or decision-making in favour of one party must be supported by clear, objective and verifiable reasoning.

In practice, in some cases, the PRB in its decisions also takes into consideration circumstances and procedural elements that do not derive directly from the adversarial nature of the review procedure, emphasising them in its reasoning, while lacking a clear and balanced treatment of the parties' claims for and against.

In the case of *Tetroniks L.L.C v. Kosovo Correctional Service*⁵⁷, the economic operator had submitted ten complaint claims, mainly of a technical nature, relating to a procurement activity for the supply and installation of XR protective systems. The PRB approved the complaint as partially founded, but at the same time upheld the decision of the contracting authority, reasoning that there were insufficient legal grounds for annulment or re-evaluation.

In this decision, the PRB's reasoning represents a deviation from the requirements of the adversarial principle, as it does not contain a direct and balanced treatment of the complaint claims, which are essentially technical in nature and require specific assessment on the basis of evidence. Instead, the PRB relies on general circumstances such as the autonomy of the contracting authority, the presumption of professionalism of the evaluation committee and reliance on the responses of the contracting authority, avoiding a concrete analysis of each claim. Rejection of the expert report on the grounds that the expert is not from the relevant field, without offering an alternative professional assessment, further weakens the factual basis of the decision. As a result, although the complaint is declared partially founded, the lack of detailed and verifiable reasoning on the claims raised makes the decision-making appear formal and not fully in line with the standards of an objective and adversarial review.

In the case of *Gigi LLC. & Eldi-Com N.T.P v. Kosovo Energy Corporation*⁵⁸, the PRB approved the complaint as partially founded, but nevertheless upheld the decision of the contracting authority that was the subject of the complaint. In its reasoning, the PRB avoids detailed treatment of the experts' findings, emphasising that expert reports are not binding, without providing a concrete analysis of why it deviates from their recommendations, which had elaborately found that the claims were founded and had proposed annulment and re-evaluation. Instead, the PRB relies on the responses of the contracting authority given in the first stage of the complaint procedure, without analysing them independently and without confronting them with the claims of the economic operator, also relying on the presumption of professionalism of the evaluation committee. Although it states that it has taken all statements into consideration and that the complaint is partially founded, the PRB does not specify which claims have been accepted or rejected.

Basing PRB decisions on general circumstances, giving limited weight to claims (often technical and detailed) and without clearly indicating which arguments are accepted and which are rejected, weakens the substantive transparency of decision-making and makes the review more formal than analytical, making it difficult to verify the real basis of the decision. As a consequence, economic operators do not receive a clear and balanced response to their claims, while a full and structured confrontation of arguments between the parties is lacking.

5.5 Access to documentation as a prerequisite for complaints

Access to documentation constitutes an essential prerequisite for the effective exercise of the right to complaint in public procurement procedures. Economic operators, in addition to having to argue in relation to their own tender, are also required to address the non-responsiveness of other economic operators, in order to prove their legal-material interest, which makes access to competitors' documentation a key element for drafting a founded complaint.

In this context, restriction of access by contracting authorities presents a significant problem, especially when the legal framework for the protection of confidential business information is exceeded. Legislation allows the classification of documents as confidential business information only on the basis of a reasoned request by the economic operator, excluding the possibility that all documents in the tender dossier be treated as such⁵⁹. Moreover, the responsible

⁵⁷ PRB. Decision No. 691/25.

⁵⁸ PRB. Decisions Nos. 1087/25 and 1088/25.

⁵⁹ Regulation No. 002/2024 amending and supplementing Regulation No. 001/2022 on Public Procurement. Article 7. Available at: <https://e-prokurimi.rks-gov.net/HOME/ClanakItemNew.aspx?id=233>.

procurement officer is obliged, immediately after the opening of tenders and before publication of the notice on the contracting authority's decision, to prepare the redacted version of the documentation and, upon request, to provide economic operators with immediate access to this version, thereby guaranteeing a real basis for exercising the right to complaint⁶⁰.

However, PRB practice evidences an inconsistent approach in two essential aspects:

- (i) infringement of access to documentation in the outcome of the complaint
- (ii) the application of measures against responsible procurement officers.

In the cases of *Bajram HA Gashi B.I. v. Municipality of Suhareka* and *Rimi Altex LLC v. KEK*⁶¹, although restriction of access was found as a result of the classification of documents as “confidential business information”, the complaints were approved only partially, without resulting in changes to the decisions of the contracting authorities, while only in the first case was a warning issued against the responsible officer.

By contrast, in the case of *N.P.T Haxhijaha LLC v. KRM Ekoregjioni Prizren*⁶², the same type of infringement was considered sufficient for annulment of the contract award notice and return of the case for re-evaluation, without being accompanied by measures against the responsible officer.

This inconsistency in decision-making reflects the lack of a unified standard both in assessing the legal effect of restriction of access and in the consistent application of disciplinary measures.

5.6 Termination of the review without a decision on the merits

In some cases, the PRB terminates the administrative review procedure without issuing a decision on the merits of the complaint, limiting itself to finding that the matter falls outside its competence and recommending that the complaining party address the competent court for the protection of its rights.

A typical case of this phenomenon is the complaint of *Seyntex N.V v. Kosovo Police*⁶³, where the economic operator had been declared the winner and the contract had been signed by the responsible procurement officer and the director of the institution, but the same had not been signed for more than six months by the Minister, and was then cancelled entirely. The contracting authority had taken this action although the legal framework is clear – Article 26 of the PPL⁶⁴ requires the signing of high-value contracts by the Chief Administrative Officer, while the regulation obliges the contracting authority to sign the contract within 30 days⁶⁵.

The PRB, although it found that the reasoning for cancellation was not based on law and that the contracting authority had breached its obligations, qualified the matter as closed and refused to review it on the merits, relying on Article 10 of the PPL. This reference is not accurate, since Article 10 of the PPL exclusively regulates issues of access to documents and defines “closed activity” only for the purposes of transparency and protection of business secrets addressed by that article, and therefore has no relevance for assessing the lawfulness of cancellation or non-signing of the contract⁶⁶.

It is essential to emphasise the phrase “For the purposes of paragraph 3. of this article, the procurement activity shall be considered closed...”. This phrase serves as a limiting clause, indicating that the definition of “closed activity” is specific and applicable only within the context and purpose of paragraph 3 of Article 10, namely to issues of access to documents and protection of business secrets.

A similar situation is also the complaint of *Eteam LLC v. the Municipality of Dragash*⁶⁷. In this case too, the economic operator had filed a complaint against the decision cancelling the procurement procedure, after it had been

⁶⁰ Ibid.

⁶¹ PRB. Decisions Nos. 544/25 and 753/25.

⁶² PRB. Decision No. 792/25.

⁶³ PRB. Decision No. 898/25.

⁶⁴ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 26, paragraph 2. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

⁶⁵ Regulation No. 002/2024 amending and supplementing Regulation No. 001/2022 on Public Procurement. Article 42, paragraph 4. Available at: <https://e-prokurimi.rks-gov.net/HOME/ClanakItemNew.aspx?id=233>.

⁶⁶ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 10, paragraph 3. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

⁶⁷ PRB. Decision No. 148/26.

recommended for contract and the contract had been submitted for signature. The contracting authority justified the cancellation by stating that the evaluation committee had made an error in calculating the bill of quantities. In this situation too, the PRB concluded the administrative review without issuing a decision on the merits, recommending that the complaining party address the competent court regarding the actions of the contracting authority. Although the PRB concluded that the contracting authority had violated the legal provisions when cancelling the procurement activity, describing its actions as “tendentious and scandalous, for which the officials of the procurement activity, including the tender evaluation committee, should be held responsible”, the PRB again referred to Article 10 of the PPL for the situation when an activity is considered closed.

Similarly to the complaint of *Seyntex N.V. v. Kosovo Police*, addressed above, the PRB’s reference to Article 10 of the PPL to close the administrative review is incorrect. The definition of “closed activity” in this Article is expressly limited to “the purposes of paragraph 3 of this Article”, regulating exclusively issues of transparency and access to documents, as well as the protection of confidential business information. Therefore, this definition has no relevance for assessing the lawfulness of cancellation of a procurement procedure. As a result, the PRB abstained from review on the merits of a matter that clearly fell within its competence, limiting the effectiveness of legal protection for the economic operator.

The provisions of the PPL provide for the mechanism of concluding complaints through corrective actions by contracting authorities, based on the recommendations of the review expert, without the need for a decision on the merits by the PRB⁶⁸. In this spirit, the PRB’s use of the term “settlement between the parties” does not constitute a separate legal institute in the field of public procurement, but is a practical designation of this existing mechanism. However, this renaming is not neutral, as it directly affects the handling of the complaint fee: by qualifying the matter as “settlement”, the PRB avoids determining whether the complaint is founded – which under Article 31 of the Rules of Procedure justifies reimbursement of the fee – or withdrawn, which under Article 28 leads to its confiscation⁶⁹.

In practice, PRB decisions state that “settlement between the parties is approved” and allow reimbursement of the fee, while the standard reasoning emphasises that the parties have accepted the expert report and that the procedure ends due to loss of the object of the complaint.

Of 23 cases analysed, only in one was it expressly found that the complaint was founded, since the opinion of the review expert supporting the complaint claims was approved by the contracting authority, respectively accepted by the parties⁷⁰. In the other 22 cases, the PRB used standard wording treating the matter as concluded due to “settlement”, without finding that the complaint was founded, although in all cases the fee was reimbursed. This practice remains legally unclear, as “settlement between the parties” is not provided for in the Rules of Procedure as a basis for reimbursement of the fee and circumvents the criteria expressly set out in legislation.

The PRB Regulation presents a non-harmonised approach regarding withdrawal of the complaint and the fate of the fee. The article defining withdrawal of the complaint makes reimbursement or confiscation of the fee conditional on the procedural moment of withdrawal, defining that if the complaint is withdrawn before receipt of the expert report, the fee will be reimbursed, whereas if it is done after receipt, the fee is confiscated in the name of procedural costs⁷¹. Meanwhile, the article dealing with reimbursement of the fee after assessment of the complaint provides more generally for reimbursement of the fee also in the event of withdrawal, without distinction by stage⁷². This duality creates ambiguity, as one provision makes reimbursement conditional, while the other suggests it as general.

In practice, the PRB mainly refers to the article regulating withdrawal of the complaint, allowing withdrawal at any time, but confiscating the fee when it occurs after appointment of the expert and receipt of the report, as in the cases of *As Travel Club v. the Ministry of Education* and *Vehbi Mamaj B.I. v. Municipality of Suhareka*⁷³. However, in the case

⁶⁸ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 115. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

⁶⁹ Regulation No. 01/2020 on the Rules of Procedure of the Procurement Review Body. Available at: <https://oshp.rks-gov.net/sq/Pages/Details?id=6>.

⁷⁰ PRB. Decision 635/25.

⁷¹ Regulation No. 01/2020 on the Rules of Procedure of the Procurement Review Body. Article 28. Available at: <https://oshp.rks-gov.net/sq/Pages/Details?id=6>.

⁷² Regulation No. 01/2020 on the Rules of Procedure of the Procurement Review Body. Article 31. Available at: <https://oshp.rks-gov.net/sq/Pages/Details?id=6>.

⁷³ PRB. Decisions Nos. 700/25 and 426/25.

of *Balkan Petrol LLC v. Trepca*⁷⁴, although the complaint was withdrawn after the expert report, the PRB decided to reimburse the fee by relying on Article 28.1, contrary to the content of this provision, which at this stage provides for its confiscation, meaning that in this case the fee of 3,200 euro should have been confiscated and transferred to the state budget.

6. Review of Procurement Decisions

6.1 Handling of complaints against decisions cancelling procurement activities

Complaints against decisions cancelling procurement activities constitute one of the most frequent forms of review before the PRB (167 complaints during the monitoring period, or 18.5% of the total complaints). The PPL⁷⁵ restrictively defines the cases in which an activity may be cancelled, such as:

- (i) the existence of violations that cannot be corrected through amendment,
- (ii) budget overrun by all responsive tenderers,
- (iii) the occurrence of objective and unforeseeable circumstances, outside the control of the contracting authority, which could not have been foreseen, and which make cancellation necessary, but this must be done at least three days before the opening of tenders.

This legal framework treats cancellation as an exception and not as a free discretion of contracting authorities, requiring strong reasoning based on concrete circumstances. However, in the decision-making practice of contracting authorities and in subsequent review by the PRB, it is observed that the standard of interpretation and application is not uniform.

In the cases of *Studio Hapesira LLC v. Municipal Assembly of Prizren* and *Elektromont DI LLC v. the Ministry of Infrastructure*⁷⁶, the contracting authorities had cancelled the procurement activities on the grounds of errors in drafting the tender requirements and bill of quantities. The PRB annulled these cancellation decisions, finding that the drafting of tender documentation is the responsibility of the contracting authority and that errors at this stage, after the opening of tenders, do not constitute sufficient grounds for cancellation. According to the PRB, cancellation must be based on clear circumstances expressly provided for by law, and not on deficiencies falling within the sphere of responsibility of the contracting authority itself.

A different approach was identified in the cases of *N.N.P Hysnia v. Municipality of Vushtrri* and *Aritech LLC v. the Ministry of Agriculture*⁷⁷, where the procurement activities had been cancelled due to errors in the technical specifications. The PRB, although it found that these errors were the result of the actions of the contracting authorities themselves, did not oblige them to continue with the procurement procedures, assessing that such an action could jeopardise the fair and efficient spending of public money. In this context, the PRB emphasised that the consequences of cancellation fall mainly on the contracting authority, giving priority to the protection of the public interest over the interests of economic operators.

An issue of particular importance in the PRB's decision-making practice relates to complaints against notices cancelling procurement activities justified by lack of financial resources. In this regard too, practice shows that this issue has been treated in non-uniform ways by the PRB.

In the cases of *Cactus JSC v. the Emergency Management Agency* and *Wood Corporation L.L.C v. Trepca JSC*⁷⁸, the contracting authorities had cancelled the procurement activities, justifying this by lack of financial resources for implementation of the contract. The PRB, in four separate decisions (three relating to the first case and one to the second), decided in favour of the economic operators, emphasising that planning and securing financial resources is

⁷⁴ PRB. Decision No. 72/26

⁷⁵ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 62. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

⁷⁶ PRB. Decisions Nos. 598/25 and 745/25.

⁷⁷ PRB. Decisions Nos. 699/25 and 693/25.

⁷⁸ PRB. Decisions Nos. 572/25 and 686/25.

the responsibility of the contracting authority. Since formal statements on the availability of funds existed for these activities, the PRB found that cancellation on this basis does not constitute a valid legal reason.

Meanwhile, in the cases of *Aritech LLC v. Municipality of Vushtrri* and *Bajram H. Gashi B.I v. Municipality of Rahovec*⁷⁹, where the contracting authorities had cancelled the procurement activities on the grounds of lack of financial resources, the PRB took a different approach. In the first case, the complaint was rejected, while in the second it was approved partially; however, in both cases it was decided that the cancellation decisions would remain in force, on the grounds that there was an objective basis for terminating the procurement activities as a result of lack of financial resources.

The non-uniform practice of the PRB in assessing cancellations due to lack of financial resources creates uncertainty about the legal standard to be applied and the responsibility of contracting authorities for budget planning. As a consequence, legal certainty and predictability for economic operators are undermined, weakening confidence in the consistency of decision-making and in the effectiveness of legal protection.

6.2 Disqualification of economic operators by the PRB

One of the competences of the PRB is to review and decide on the disqualification of economic operators from participation in public procurement activities for a period of up to one (1) year, in cases of submission of false data or forged documents⁸⁰. Beyond this legal basis, the Procurement Regulation extends the scope of application of this measure also to situations where the economic operator recommended for contract in a procurement procedure does not submit the required eligibility documentation before signing the contract, or refuses to sign the contract although it is the winner. This obliges the contracting authority to continue with the next tenderer; in these circumstances, the disqualification procedure may be initiated⁸¹.

During the monitoring period, the PRB received 33 requests for disqualification⁸², of which it approved 14, with an average duration of disqualification of around 5 and a half months, while only in two cases the disqualification measure was imposed for the maximum duration of one (1) year.

The disqualification period remains at the discretion of the PRB, as it is not defined in detail by legislation and depends on the specific circumstances of each case; however, decision-making practice shows that the PRB has also applied non-uniform approaches in interpreting the basis for disqualification.

In the cases of *Kosovo Police v. LG Project LLC* and *Municipality of Gjakova v. Finesse Design*⁸³, the contracting authorities requested the disqualification of the economic operators on the grounds that, although recommended for contract, they had not submitted the required eligibility documentation within the five-day deadline, forcing continuation of the procedure with the next tenderer. The PRB approved these requests, despite the fact that in the second case the economic operator claimed that the non-submission had occurred as a result of administrative negligence by its staff. In terms of the measure, the PRB imposed disqualification for six months in the first case and three months in the second.

However, in the cases of *Municipality of Lipjan v. Model Invest Group* and *Kosovo Police v. Prishtina Auto L.L.C.*⁸⁴, the PRB took a different approach regarding the non-submission of eligibility documentation. In both cases, the economic operators did not submit the documents within the deadline, without contesting this fact, but provided relevant explanations: in the first case, difficulties in managing administrative obligations, and in the second, lack of staff due to annual leave. The PRB assessed that the fact of non-submission of eligibility documents does not constitute submission of false data or forged documents, and consequently rejected the requests for disqualification.

⁷⁹ PRB. Decisions Nos. 804/25 and 775/25.

⁸⁰ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 100. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

⁸¹ Regulation No. 002/2024 amending and supplementing Regulation No. 001/2022 on Public Procurement. Article 25, paragraph 9. Available at: <https://e-prokurimi.rks-gov.net/HOME/ClanakItemNew.aspx?id=233>.

⁸² Data provided by the PRB following a request for access to public documents, 7 May 2026.

⁸³ PRB. Decisions Nos. 887/25 and 1113/25.

⁸⁴ PRB. Decisions Nos. 1290/25 and 956/25.

With regard to the submission of false data or forgery of documents, PRB practice shows a non-uniform approach in assessing the threshold and rigor of evidence for these claims. In the cases of *Municipality of Prizren v. Archi Time L.L.C.* and *Gjilan General Hospital v. ARF L.L.C.*⁸⁵, the contracting authorities claimed that the economic operators had submitted forged cooperation agreements, claims confirmed by the persons involved themselves. In these circumstances, the PRB found that false documentation had been submitted and imposed the maximum disqualification measure of one year from participation in public procurement activities.

Another approach was identified in the cases of *Municipality of Junik v. Q-Shala L.L.C.* and *Termokos JSC v. Sonflow GmbH*⁸⁶. In the first case, although the PRB found that the change in the engineer's declaration had caused damage to the public budget, it assessed that there was insufficient evidence for disqualification, while at the same time ordering the contracting authority to notify the investigative bodies of suspicions concerning the commission of criminal offences in public procurement. In the second case, although the non-responsiveness of the economic operator due to discrepancies in the tender documentation was considered uncontested, the PRB emphasised that this does not in itself constitute forgery without confirmation by the competent investigative bodies, leaving open the possibility of initiating a request for disqualification if such confirmation were obtained.

In the case of *Municipality of Hani i Elezit v. BM Group, Kushtrimi NM & Murseli Company*⁸⁷, the PRB qualified the request for disqualification as premature, as it had been initiated by the responsible procurement officer without the approval of the Chief Administrative Officer, thus failing to meet the formal requirement. Moreover, the PRB assessed that the officer's actions constituted an attempt to exert pressure and blackmail over the review procedure. In these circumstances, the PRB found that it could not independently verify the claims of document forgery and emphasised that their assessment remains dependent on the completion of investigations by the competent bodies.

This decision, which finds that the request did not constitute an official request of the contracting authority within the meaning of Article 99.2 of the PPL⁸⁸, as it had been submitted by the responsible procurement officer without approval by the Chief Administrative Officer, represents an interpretation beyond what is stated in this provision, which only requires that the request be in writing from the contracting authority and relate to the submission of false data or forged documents, without expressly setting an additional formal condition such as approval by the Chief Administrative Officer. This formal standard, in addition to not being provided for in this article, also deviates from previous PRB practice, as in the case of *Municipality of Prizren v. Archi Time LLC*, where the request for disqualification⁸⁹ had likewise been initiated by the responsible public procurement officer and had been treated as admissible by the PRB.

PRB decision-making practice in the field of disqualification evidences a lack of consistency both in the interpretation of legal grounds and in the application of measures. Inconsistencies in the handling of similar cases, particularly regarding non-submission of documentation and the evidentiary threshold for forgery, create legal uncertainty for economic operators and contracting authorities. The application of formal standards not expressly provided for by legislation risks implying the replacement of legal criteria with ad hoc assessments.

Disqualification of an economic operator means complete exclusion from participation in public procurement procedures, including the inability to exercise the right of complaint during the disqualification period. However, during the monitoring period, four cases⁹⁰ were identified where complaints by disqualified operators passed preliminary review and were handled up to the level of the PRB Board, only to be subsequently rejected as inadmissible.

Such practice runs counter to the legal effect of disqualification and undermines the efficiency of public procurement procedures. In these cases, the PRB took an average of 53.5 days to issue rejection decisions for complaints that should

⁸⁵ PRB. Decisions RP.nos. 874/25 and RP. nos. 1210/25.

⁸⁶ PRB. Decisions PR.nos. 560/25 and R.P.nos. 654/25.

⁸⁷ PRB. Decision RP.nos. 1191/25.

⁸⁸ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 99, paragraph 2. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

⁸⁹ Municipality of Prizren. Request for disqualification of Archi Time LLC. 23.06.2025.

⁹⁰ PRB. Decisions Nos. 481/25, 729/25, 742/25 and 552/25.

not have been accepted at the initial stage, particularly considering that two cases involved the same disqualified economic operator⁹¹.

The effect of disqualification, although it implies the complete exclusion of the economic operator from the entire procurement cycle, is not applied automatically in practice. Despite the publication of decisions by the PRB, the lack of integration of decisions into the electronic procurement platform means that disqualification is not reflected in real time, creating situations where disqualified operators manage to win public contracts during the exclusion period. This stems from the fact that verification of operators' status remains at the manual discretion of contracting authorities, increasing the risk of ineffective implementation of this measure.

During the monitoring period, an illustrative case was identified that highlights weaknesses in the practical implementation of the disqualification measure. The economic operator *Pronet Academy LLC*, disqualified by the PRB for an 8-month⁹² period, managed to sign three public contracts during the exclusion period: the contract for translation services with the Municipality of Gracanica in the amount of 15,000.00 euro, the marketing project with Prishtina Bus Station in the amount of 4,655.00 euro, and the contract for accommodation services with the Municipality of Lipjan in the amount of 4,749.00 euro.

After identification and notification of the contracting authorities by D+ within this project, the first two contracts were terminated, while the third contract had been completed at the time the violation was identified. This case highlights systemic shortcomings in the implementation and verification of the disqualification measure in practice.

7. Financial and Procedural Issues

7.1 Reimbursement of the fee for unfounded complaints

The complaint fee is a mandatory payment for economic operators submitting a complaint to the PRB, defined in the PPL and detailed in the secondary legislation of the Public Procurement Regulatory Commission (PPRC).⁹³ It is calculated at 1% of the contract value and is limited to the range of 200€ to 10,000€, aiming to cover procedural costs as well as prevent unfounded complaints. In principle, the fee is reimbursed when the complaint is assessed as founded or in certain procedural cases (e.g. withdrawal, lack of competence or delay), while it is forfeited when the complaint is rejected as unfounded; however, this logic is not always applied consistently in the PRB's decision-making practice.

Although procurement legislation provides for reimbursement of the fee only when the complaint is approved as founded⁹⁴ (except in procedural cases), in practice the PRB also reimburses the fee on other grounds. Most often, this occurs when the complaint is classified as partially founded, without affecting the final outcome of the procedure, as well as in certain cases where, although the complaint is assessed as unfounded, the fee is reimbursed on the basis of the circumstances of the procurement activity.

In the cases of *H&B Consulting L.L.C. v. the Ministry of Culture, Youth and Sport* and *Inline Engineering L.L.C. v. the Municipality of Gjakova*⁹⁵, the PRB found that the complainants' claims were unfounded and upheld the decisions of the contracting authorities, but nevertheless qualified the complaints as partially founded and decided to reimburse the fee, relying on the fact that the procurement activities had been cancelled and that there had been no intention to delay the procedure on the part of the complainants. In the first case, in the reasoning of the decision, the PRB found that all complaint claims were unfounded and explicitly emphasised that the qualification as "partially founded" was made only to enable reimbursement of the complaint fee, taking into account that the procurement activity had been

⁹¹ The economic operator MedPlus LLC submitted two complaints during the period in which it was disqualified.

⁹² PRB. Decision No. 221-1/25.

⁹³ Regulation No. 002/2024 amending and supplementing Regulation No. 001/2022 on Public Procurement. Article 69. Available at: <https://e-prokurimi.rks-gov.net/HOME/ClanakItemNew.aspx?id=233>.

⁹⁴ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 118, paragraph 3. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

⁹⁵ PRB. Decisions Nos. 532/25 and 719/25.

cancelled, had not caused damage or prolongation of the procedure, and had been initiated shortly before the entry into force of the amendments to the Public Procurement Regulation.

This approach deviates from the legal framework in force, according to which reimbursement of the fee is linked to the assessment of the complaint as founded, while cancellation of the procurement activity does not constitute a legally prescribed basis for its reimbursement. Moreover, it contradicts other decision-making practice of the PRB, where in the same circumstances confiscation of the fee was applied.

In a number of cases, such as *A.R.F LLC v. the Kosovo Prosecutorial Council* and *N.N 100% Design v. the Ministry of Culture, Youth and Sport*⁹⁶, the PRB rejected the complaints as unfounded and ordered confiscation of the fee, despite the fact that the procurement activities had been cancelled, transferring the funds to the state budget.

At the same time, there are also cases where the fee was reimbursed although the complaint was assessed as unfounded. In the case of *Vigan Rogova v. the Kosovo Landfill Management Company JSC*, the fee was reimbursed due to errors by the contracting authority, although none of the claims was considered founded. Similarly, in the case of *Conex L.L.C v. Kosovo Energy Corporation (KEK)*⁹⁷, the PRB found that the claims were unfounded, but decided to reimburse the fee by qualifying the complaint as partially founded, taking into account the history of the review of the case and its connection with the cancellation of the procurement activity.

In the case of *Aritech v. Municipality of Vushtrri*⁹⁸, the PRB rejected the complaint as unfounded, but at the same time ordered reimbursement of the deposited fee, without providing any reasoning in the operative part or in the reasoning section. This approach is contrary to the legal framework and reflects a lack of clarity and consistency in decision-making.

Meanwhile, in all cases where the PRB approves the complaint as founded or partially founded, even when it does not change the challenged decision, it orders reimbursement of the fee. An exception is the case of *Drita Security LLC v. Gjilan Bus Station JSC*⁹⁹, where, although the complaint was approved as partially founded, confiscation of the fee was decided without any reasoning.

PRB practice in handling the complaint fee is characterised by a lack of consistency and deviation from the legal framework, making this mechanism unpredictable in application. As a result, the fee does not fulfil its preventive function, as it does not discourage unfounded complaints and creates room for tactical use of the complaint procedure. This approach increases legal uncertainty for economic operators and negatively affects the efficiency and integrity of the public procurement system.

7.2 Compensation of procedural costs

Compensation of procedural costs constitutes an important mechanism for guaranteeing effective access to legal protection in public procurement. The PPL recognises the competence of the PRB to oblige contracting authorities to financially compensate successful complainants¹⁰⁰, while this has been further specified in the Rules of Procedure, which provide for the possibility of requesting reimbursement of the complaint fee and reasonable costs related to its preparation and handling, according to the fixed costs set¹⁰¹. This right is also reflected in the standard form for submitting complaints, making compensation an integral element of the review procedure.

In practice, this mechanism is almost never applied, as the PRB rarely orders compensation of material damages or procedural costs, even in cases where economic operators are successful in their complaints. Decision-making

⁹⁶ PRB. Decisions Nos. 595/25 and 574/25.

⁹⁷ PRB. Decisions Nos. 670/25 and 647/25.

⁹⁸ PRB. Decision No. 804/25.

⁹⁹ PRB. Decision No. 529/25.

¹⁰⁰ Law No. 04/L-042 on Public Procurement in the Republic of Kosovo. Article 105, paragraph 2.9. Available at: <https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2772>.

¹⁰¹ Regulation No. 01/2020 on the Rules of Procedure of the Procurement Review Body. Article 30. Available at: <https://oshp.rks-gov.net/sq/Pages/Details?id=6>.

regarding compensation has been identified in only two cases: *FloriJe Jahaj v. Municipality of Prizren* and *Expert Company LLC v. University Clinical Center of Kosovo*¹⁰², where, although the complaints were approved as partially founded, it was found that the errors of the contracting authorities had led to the cancellation of procurement procedures, ordering compensation of material costs for the economic operators.

In other cases, even when the PRB has found that the claims of economic operators are partially founded and that the violations arise from the actions of contracting authorities, it has not ordered compensation of the alleged damages. In the case of *Voltechz LLC v. the Municipality of Kamenica*¹⁰³, although it was found that the reason for cancellation of the procedure was related to the irresponsibility of the contracting authority and the complainant's claims were partially founded, the right to compensation was not recognised, despite the express request and the value specified by the economic operator. A similar approach was also followed in the case of *Storm ICT L.L.C v. the Assembly of Kosovo*¹⁰⁴, where the PRB found that the incorrect drafting of technical specifications by the contracting authority had led to cancellation of the procurement activity, while the economic operator had tendered in accordance with the requirements of the tender documentation. In this case, a hearing was also held between the parties¹⁰⁵; however, it did not affect the change of the final decision, and no decision was made on compensation of the material damage claimed.

PRB practice shows that compensation of procedural costs is applied very rarely, even when the complaint is successful and the violations are attributed to the contracting authority. As a result, the right to compensation remains largely formal, weakening effective legal protection and leaving the economic operator without real recovery of the costs incurred.

8. Legal and Regulatory Challenges

8.1 Lack of harmonisation of the legal framework

The Rules of Procedure of the PRB, which regulate complaint review procedures and the functioning of this body, are in some aspects not fully in compliance with the public procurement legislation in force and, in certain cases, their own provisions contain internal inconsistencies and contradictions.

According to the Rules of Procedure, in cases where the PRB orders re-evaluation of the procurement activity, the contracting authority must notify it of the results within 15 days of receipt of the decision¹⁰⁶. However, this deadline is not provided for in primary or secondary legislation. In the absence of such regulation, the PPRC has issued an opinion that the deadline for re-evaluation should be equated with that for the initial evaluation, respectively 30 days from the opening of tenders, with the possibility of extension by up to 20 additional days in exceptional circumstances¹⁰⁷.

The handling of reimbursement of the fee, defined in Article 31 of the Rules of Procedure, presents ambiguity in relation to the other provisions regulating the fate of the complaint fee. According to paragraphs 2 and 3, the complaint is considered unfounded if, even in the absence of a violation of the law, the complainant would have no real prospects of winning the contract, in which case the fee is confiscated. Meanwhile, paragraph 4 provides for reimbursement of the fee in cases where the complaint is withdrawn, declared inadmissible, incomplete or out of time, while paragraph 6 expands this rule by providing for reimbursement of the fee also when the complaint is approved as founded or withdrawn. In practice, in cases of complaints classified as inadmissible for lack of legal-material interest, the PRB refers to paragraph 4 and orders reimbursement of the fee, consolidating an approach that favours reimbursement in these situations, but which at the same time reflects the lack of a clear and harmonised standard in the interpretation of the relevant provisions.

¹⁰² PRB. Decisions Nos. 813/25 and 762/25.

¹⁰³ PRB. Decision No. 993/25.

¹⁰⁴ PRB. Decision No. 1067/25.

¹⁰⁵ Hearing held on 23 December 2025.

¹⁰⁶ Regulation No. 01/2020 on the Rules of Procedure of the Procurement Review Body. Article 29. Available at: <https://oshp.rks-gov.net/sq/Pages/Details?id=6>.

¹⁰⁷ Opinion of the PPRC. 17.03.2026.

With regard to the amount of the complaint fee, there is a discrepancy between the PRB Rules of Procedure and the Public Procurement Regulation. The Rules of Procedure have not been updated and provide for a fee from 100 to 5,000 euro, linked both to the tender value and to the estimated contract value¹⁰⁸. Meanwhile, the Public Procurement Regulation, which is mandatory for economic operators, sets a higher range, from 200 to 10,000 euro, linking the fee only to the estimated contract value¹⁰⁹.

The discrepancies between the PRB Rules of Procedure and the legislation in force, as well as internal contradictions in its provisions, indicate the need for a full update and harmonisation of this sub-legal act, in order to ensure normative clarity, unification of practice and consistent application of the rules in complaint review procedures.

¹⁰⁸ Regulation No. 01/2020 on the Rules of Procedure of the Procurement Review Body. Article 13. Available at: <https://oshp.rks-gov.net/sq/Pages/Details?id=6>.

¹⁰⁹ Regulation No. 002/2024 amending and supplementing Regulation No. 001/2022 on Public Procurement. Article 69. Available at: <https://e-prokurimi.rks-gov.net/HOME/ClanakItemNew.aspx?id=233>.

Conclusions and Recommendations

1. Decision-making practice presents challenges in terms of consistency, including the interpretation of jurisdiction, the application of procedural principles (such as *res judicata*), and the handling of similar cases, which affects legal certainty and predictability for economic operators.
For this reason, the PRB should unify decision-making practice and the interpretation of its jurisdiction in similar cases, with the aim of increasing legal certainty and predictability in public procurement procedures.
2. In a number of cases, PRB decisions are characterized by generalized reasoning and the repetition of formulations used in other cases, without sufficient elaboration of the specific circumstances of each case. This affects the clarity of the link between the facts, evidence, and conclusions reached in the decision-making process.
To address these shortcomings, it is recommended that the PRB strengthen the standard of reasoning in its decisions by ensuring that each case is subject to a distinct analysis and that decisions are clearly linked to the relevant facts, evidence, and legal basis.
3. The duration of complaint handling in most cases exceeds the statutory deadlines, affecting the dynamics of procurement procedures and the execution of public contracts.
In this context, it is recommended that the legal deadlines for reviewing complaints be respected, in order to avoid delays that suspend procurement procedures.
4. The treatment of the complaint fee is not always in line with the legal framework, as in some cases it is refunded even when the complaint is not found to be well-founded.
Consequently, it is recommended that the practice of applying the complaint fee be aligned with the legal framework, in order to ensure consistent treatment and increase predictability for the parties involved.
5. The handling of inadmissible complaints and parties without legal interest is not always consistent, particularly in terms of the application of fee forfeiture.
Accordingly, it is recommended that the rules governing inadmissible complaints and parties without legal interest be applied in a more consolidated manner, especially with regard to fee forfeiture, in order to preserve the disciplinary function of the procedure.
6. The mechanism for reimbursement of procedural costs is applied in a limited manner, even in cases where the complaint is successful, which may affect the effectiveness of legal protection.
The PRB should apply reimbursement of procedural costs more frequently in cases where the complaint is successful, in order to ensure effective legal protection and the recovery of incurred costs.
7. The assessment of the cancellation of procurement activities due to a lack of budgetary funds does not always follow a unified approach, affecting the predictability of practice.
Therefore, it is recommended that the PRB ensure a standardized and consistent approach to the assessment of such cases, in order to enhance predictability and budgetary accountability.
8. In some cases, the reasoning of decisions is based on general circumstances, such as the autonomy of contracting authorities or the professionalism of evaluation committees, without fully addressing the parties' claims.
Therefore, it is recommended that decision reasoning be more detailed and based on a comprehensive analysis of the claims, in order to ensure equal treatment of the parties and more balanced decision-making.
9. The application of the *res judicata* principle is not fully consistent, as in some cases it is treated as a procedural barrier, while in others it is accompanied by a substantive review.
This situation highlights the need to unify the application of this principle so that matters already adjudicated are treated as a procedural bar and are not reconsidered on their merits.
10. The practice of handling complaints related to access to documentation is not fully consolidated, which may affect the effective exercise of the right to complain. In some cases, complaints are not examined on their merits and the parties are directed to the courts, while provisions on transparency and access to documents are interpreted narrowly, undermining the effectiveness of administrative protection.
In this regard, it is recommended that complaints within the body's competence be handled in a more consistent manner and examined on their merits, avoiding unnecessary referrals to the courts and strengthening administrative legal protection.
11. The mechanisms for monitoring the implementation of decisions by contracting authorities are limited, which is reflected in cases of non-implementation and repeated complaints on the same issues.
In this regard, strengthening the mechanisms for monitoring the implementation of decisions by contracting authorities would contribute to reducing the recurrence of complaints and increasing the effectiveness of decision-making.

12. The filtering of complaints from disqualified economic operators is not always effective, allowing inadmissible complaints to affect the suspension of procurement procedures.
This situation highlights the need to advance digitalization and integrate the e-procurement platform with the PRB system, so that disqualified economic operators are unable to submit complaints, thereby preventing unnecessary suspension of procurement procedures.
13. The reflection of decisions in the e-procurement system is not always fully automated and complete, which may create situations in which disqualified economic operators can still appear or participate in subsequent procurement procedures.
Therefore, the PRB, through its institutional mechanisms, should ensure that its decisions are promptly and accurately reflected in the e-procurement system, in order to prevent the practical consequences of disqualifications and final decisions.
14. The practice regarding the withdrawal of complaints and its effect on the complaint fee is unclear in some cases.
In this context, it is recommended that this practice be harmonized in order to eliminate ambiguities and ensure consistent and non-selective treatment.
15. The approach to non-submission of documentation prior to contract signing as a ground for disqualification is not fully standardized.
As a result, there is a need to standardize this practice in order to avoid ad hoc decisions and to increase institutional coherence.
16. Institutional transparency faces several practical limitations, including website functionality, the lack of session broadcasts, incomplete publication in English, and challenges in protecting personal data in documents.
Taking these limitations into account, it is recommended to improve existing practices through full website functionality, broadcasting of sessions, complete publication in English, and strengthened protection of personal data, with the aim of increasing public access and accountability.
17. The Rules of Procedure require updating and further alignment with the applicable public procurement legislation in order to ensure clarity and consistency in implementation.
Therefore, it is recommended that the PRB review and update its Rules of Procedure, aligning them with the current legislation, with the aim of eliminating inconsistencies and ensuring clear and consistent application.
18. The absence of one board member since 2024 has increased the workload for the existing members, affecting the efficiency and duration of complaint handling.
In this regard, the Government and the Assembly of Kosovo are recommended to promptly complete the full composition of the PRB Board, in accordance with the law, in order to improve efficiency and ensure faster handling of public procurement complaints.