



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

Psh. No.561/23

The Procurement Review Body through the Review Panel composed of Vjosa Gradinaj Mexhuani as President, Isa Hasani-Referent and Vedat Poterqoi as a member, deciding on the complaint of the economic operator "RSM Company" Sh.P.K. dated 07.08.2023 as well as on the complaint of the complaining economic operator "N.Sh. Liriu (Selman Kolgeci B.I.)" dated 10.08.2023 against the Notice on the Decision dated 21.07.2023 of the Contracting Authority - Municipality of Gjilan regarding the procurement activity with title: "Horizontal, vertical signaling and road equipment in the municipality of Gjilan" with procurement number 651-22-10313-2-1-1, based on Article 105 in relation to Article 106 and Article 117 of the LPP, after consideration in the session without the presence of the parties, on the 18.12.2023 has issued this:

DECISION

1. **Approved as partly** grounded the complaint of the EO "RSM Company" Sh.P.K".with number: 549/2023, of the 07.08.2023, so that the Notice on the Decision dated 21.07.2023 of the Contracting Authority - Municipality of Gjilan related to the procurement activity with title: "Horizontal, vertical signaling and road equipment in the municipality of Gjilan" with procurement number 651-22-10313-2-1-1 is CANCELLED, as the procurement activity returns to Re-evaluation.
2. **Rejected as** ungrounded the complaint of the economic operator "N.Sh. Liriu (Selman Kolgeci B.I.)" with no. 2023/0561 dated 10.08.2023 regarding the procurement activity with the data as in point I of the provision.
3. Within a period of 10 days, the CA must inform the PRB about all the actions taken regarding this procurement activity, otherwise, the PRB has the right to take measures against the CA for non-compliance with the decision as provided by the provisions of the article 131 of the LPP.
4. It is allowed the return of the complaint's fee in the deposited amount, so that the complaining economic operator is obliged to submit a request for the return of the appeal fee within the period of sixty (60) days after the acceptance of this decision in accordance with Article 31 paragraph 6

of the Work Regulations of PRB, under the warning that if the request is not submitted within the deadline, the deposit will be confiscated and all deposited funds will go to the budget of the Republic of Kosovo, while they are confiscated as far as EO "N.Sh. Liriu (Selman Kolgeci B.I.)" in accordance with article 31 paragraph 5 of the PRB Work Regulations.

REASONING

- Procedural facts and circumstances -

The Municipality of Gjilan in the capacity of the Contracting Authority dated 03.09.2022 has published the Contract Notice B05 related to the procurement activity entitled "Horizontal, vertical signaling and road equipment in the municipality of Gjilan" with procurement number 651-22-10313-2 - 1-1.

This procurement activity was developed through an open procedure with the type of service contract and with an estimated contract value of 340,000.00 €.

On the 21.07.2023, the Contracting Authority has published the Notice on Decision B58 through which it has awarded with a contract the group of economic operators "AVAG Group Sh.P.K & Sinjal Sh.P.K".

On the 24.07.2023, the complaining economic operator "RSM Company" Sh.P.K. has submitted a request for reconsideration against the Notice on Decision B58 of the Contracting Authority. Consequently, on the 27.07.2023, the Contracting Authority made a decision through which it rejected this request for reconsideration as unfounded. On the 07.08.2023, the complaining economic operator "RSM Company" Sh.P.K. submitted to the PRB complaint no. 2023/0549.

On the 10.08.2023, the complaining economic operator "N.Sh. Liriu (Selman Kolgeci B.I.)" submitted a request for reconsideration against the Notice on Decision B58 of the Contracting Authority. Consequently, on the 26.07.2023, the Contracting Authority made a decision through which it rejected this request for reconsideration as unfounded. On the 31.07.2023, the complaining economic operator "N.Sh. Liriu (Selman Kolgeci B.I.)" submitted to the PRB complaint no. 2023/0561.

During the preliminary examination of the complaint, the Review Panel found that the complaint contains all the elements defined through Article 111 of the LPP and as such was submitted within the legal deadline in accordance with Article 109 paragraph 1 of the LPP after the preliminary procedure for resolving disputes in meaning of Article 108/A of the LPP, from the economic operator who is an interested party according to Article 4 paragraph 1 subsection 26 of the LPP. In this way, the Review Panel has concluded that it is competent to review this complaint according to Article 105 of the LPP and there is no procedural obstacle to proceed with reviewing the complaint in a meritorious manner.

The Review Panel has also concluded that there are no circumstances of conflict of interest in the sense of Article 11 of Regulation no. 01/2020 of the Work of the Procurement Review Body related to article 4 paragraph 1 subparagraph 75 of the LPP.

Taking into account the fact that both complaints are related to the same procurement activity, respectively to the notification on the same decision of the Contracting Authority related to this procurement activity, it has been decided that complaint no. 2023/0549 and complaint no. 2023/0561 to be joined and treated as a unified case in the sense of Article 16 paragraph 1 of Regulation no. 01/2020 of the Work of the Procurement Review Body.

Claims of the complaining economic operator "RSM Company" Sh.P.K. were submitted through the complaint as follows: "In the tender dossier, point 9.1 & 9.2 of request 1, it is requested that the Economic Operator must provide evidence that it has successfully completed contracts of a similar nature (supply of signs, signaling, construction of traffic lights) during the last 3 years. In a value of no less than 450,000.00 €. We have presented the list of contracts carried out in the last 3 years where we have presented sufficient evidence to fulfill this criterion. The insistence of the CA regarding the final report dated 23.06.2021 that there is no seal and no signature and because the Ministry of Infrastructure does not have a contract for laboratory examinations, the CA in this case comes to a conclusion and prejudice in complete contradiction to the Law of Procurement, not asking for any kind of clarification either from our side or from the Ministry of Infrastructure where in our last clarification of dt. 11.07.2023, we have written the contacts of the contract manager and the other MI official that if they have anything unclear they can also contact them regarding the contract in question. The contract in question presented by us is a framework contract with a term of 36 months. This contract and none of the contracts for other lots that other companies have had final technical approval. You can verify this at the Ministry of Infrastructure. Upon the delivery of the final situation of the works, the Guarantee of the Quality of the Works with a term of 24 months is also submitted in advance. Then the Final Report is compiled by the Project Manager. Since CA is concerned that this report was submitted without the contract manager's signature, I am attaching the signed report. As for the reference date, it is not clear to us that the CA is interested in when the works were completed or when the reference is issued, since a reference can be issued even after 5 or 10 years, but it is not valid. Therefore, according to the reference, it can be proven that the works were carried out according to the dates that we mentioned in the submitted list".

Referring to the claims as above, the complaining economic operator "RSM Company" Sh.P.K. considers that the Contracting Authority has acted contrary to Article 1, 7 and 59 of the LPP.

Relying on article 111 paragraph 5 related to articles 113 and 114 of the LPP, the Review Panel dated 08.08.2023 engaged the review expert to conduct the initial review of the file and the complaining claims of the complaining economic operator. On 21.08.2023, the Report of the Review Expert was received with the following recommendations: "the complaint should be approved as partially founded, while the notification on the decision dated 21.07.2023 should remain in force".

The claims of the complaining economic operator "N.Sh. Liri (Selman Kolgeci B.I.)" have been submitted through the complaint as follows: "CA has requested information on some prices that seemed abnormally low and we have sent clarifications as provided by paragraph 2 - 2.1 - 2.3 - 2.4 of the article 61 of LPP and paragraph 3 of article 61 of LPP. Although we have provided answers-clarifications in accordance with the paragraphs of Article 61, the CA, contrary to paragraph 2 of Article 61, has not taken into account our submitted explanations and has unfairly eliminated us even though we have given legal reasoning for each position that we have not offered any abnormally low prices, but the same ones are in harmony with the market prices, and we have come up with a cheaper scored price. Flagrant violation of the CA by finding that it did not agree with the answers received by the complaining EO. The commission does not need to be convinced, but the same must act in this particular case, the commission for re-evaluation has not exercised any of the powers given to it by the law, specifically articles 59 and 61 of the LPP because: (continued) it did not take into account the clarifications, explanations of EO which he offered for each position and even offered the possibility of increasing the security of execution in any percentage. He has not done any market research, except that he has not gone out in the field, he has not done any market research even through the Internet".

Referring to the claims as above, the complaining economic operator "RSM Company" Sh.P.K. considers that the Contracting Authority has acted in violation of Article 1, 6, 7, 10, 59, 60, 61 and 108/A of the LPP as well as Article 40 of the RRPP.

Relying on article 111 paragraph 5 related to articles 113 and 114 of the LPP, the Review Panel dated 11.08.2023 engaged the review expert to conduct the initial review of the file and the complaining claims of the complaining economic operator. On 25.08.2023, the Report of the Reviewing Expert was received with the following recommendations: "the complaint should be approved as partially founded, while the notification on the decision of 21.07.2023 should remain in force".

The Review Panel has assessed that the conditions have been met to decide on this case without a hearing in the sense of Article 24 paragraph 1 of the Rules of Procedure of the PRB, taking into account that the claims of the parties and their submissions, the evidence as well as the review expert's report provide sufficient data to decide on the merits of the case.

- Administration and evaluation of evidence -

In order to fully verify the factual situation, the review panel administered as evidence the report of the review expert, the opinions of the parties regarding the report of the expert, the submissions and documents of the complaining economic operators, the letters and documents of the contracting authority, the relevant documents related to the activity of procurement as well as all the evidence proposed by the procedural parties.

Regarding the claims of the complaining economic operator "RSM Company" Sh.P.K., the reviewing expert in his report presented the evaluations and findings as follows: "the complaining economic operator in the list of executed contracts with no. order 1, 2 and 3 has specified the contract with the title - signaling and maintenance of equipment on the national roads of Kosovo Lot 5 - and with no. of procurement MI 17 0061 511, the same contract is

described three times divided by years, for the year 2018-2019, the year 2019-2020 as well as for the year 2020-2021, according to the documents this contract was signed between the complaining EO and the Ministry of Infrastructure in 2018 for the period of 36 months. For this contract, together with the list, references issued by MI for the year 2018-2019 and 2019-2020 have been presented, which references are specified as - references for the year 2018-2019 according to the release of storage dated 21.06.2019 issued on 21.07.2020 and recorded on 28.07.2020, as well as references for the year 2019-2020 according to the storage release situation dated 05.05.2020, issued on 21.07.2020 and recorded on 28.07.2020. While for the year 2020-2021 he has presented the document entitled final report of the works performed in the contract - signaling and maintenance of equipment on the national and regional roads of the Republic of Kosovo for lot V - according to the contract no. 44/2018 with procurement number MI/17/061/511 for the years 2020-2021. This document was prepared by the project manager on 23.06.2021 and it is not signed by either party. On 10.07.2023, through the standard letter of request for clarification of the tender, the CA requested additional clarifications from the complaining EO. Further, the complaining EO has returned the clarifications as well as attached the specified references and the same are signed as well as the final report of the project manager dated 23.06.2021. In the request for reconsideration and in the appeal, EO has presented the Final Report of the project manager dated 23.06.2021, signed by both parties. From the documents presented by the complaining EO, it can be seen that the same one for the contract - signaling and maintenance of equipment on the national roads of Kosova Lot 5 - with no. of procurement MI 17 0061 511 submitted documents/partial evidence (for each year from a reference or report). In relation to this, the review expert thinks that in accordance with the LPP, the secondary legislation and the interpretation of the PPRC, the complaining EO should have submitted a final document (reference or report) for the implementation of the said contract as specified by the LPP, for the same contract, secondary legislation and the interpretation of the KRPP, such a document would eliminate all ambiguities created in relation to the documents submitted by the Economic Operator. As specified by the CA in the Re-evaluation Report dated 21.07.2023 and in the Decision on the Request for Reconsideration dated 27.07.2023, the complaining economic operator has submitted additional documents which contain the date after the date of submission of offers. These documents are contrary to article 59.2 of the LPP then article 39 and 41 of the RRPP. Since the procurement activity was published on September 30, 2022, the specified articles of the RRPP as well as the interpretation of the RRPP dated 26.06.2020 were taken for reference. Based on the clarifications specified above, in the opinion of the reviewing expert, this appeal claim is partially founded. The reviewing expert clarifies that based on the analysis of the facts/evidence documented on the electronic platform in e-procurement, the procurement process and procedure with this procurement activity is under the responsibility and at the discretion of the Contracting Authority that the evaluation, examination and comparison of offers to be done in full harmony with the legal provisions of the LPP as well as secondary procurement legislation”.

The complaining EO has stated that he does not agree with the expert's recommendation because according to him/her they affirmed as follows: we have presented sufficient evidence that we meet the criterion of similar contracts in the value of at least 450,000 Euros in the requested field. The date of issue of the Reference does not play any role since it is clearly stated in the

Reference that all the works were completed on dt. 23.06.2021, where on this date the acceptance of the completed works was also carried out. PRB can also ask for clarification from the CA in order to clarify all this, and prove our assertions.

On the other hand, the CA has stated that it agrees with the review expert's recommendation that this complaint be rejected and that the decision of the CA remains in force.

Regarding the claims of the complaining economic operator "N.Sh. Liriu (Selman Kolgeci B.I.)", the reviewing expert in his report presented the evaluations and findings as follows: "The reviewing expert estimates that the concept of abnormally low tenders refers to tenders that for the CA at first glance appear to be not reliable if compared with the object of the contract and accordingly. According to Article 61 of the LPP and Article 4 of B57 Rules for Abnormally Low Tenders, the review expert believes that the conditions for setting an abnormally low bid have been met. The Contracting Authority has acted in accordance with Article 4.2 of B57 Rules for Abnormally Low Tenders, dated 26.06.2023 requested clarifications from the complaining EO for some prices in the positions with no. 1.6, 1.12, 1.13, 2.1, 2.2, 2.3, 3.2, position under 3.2 (unnumbered), 3.5, 3.7, 4.7, 4.9, 5.1, 5.3, 5.4 and 5.5. With dt. 29.06.2023 The complaining EO responds to the CA with the reasonableness of the prices according to his method. As required in Article 4 of B57 Rules for Abnormally Low Tenders in this particular case the CA has followed the Inter Partes procedure with the complaining EO. In the response of O.E, the complainant has offered supply prices for some positions, unless he has provided other additional details as required by the legislation in force. In its clarifications, EO has provided supply prices for position 1.6, 1.12, 1.13, 2.1, 2.2, 2.3, 3.7, while for position 4.7 it has presented evidence that the price of their supply is several times higher than the price at which has offered, based on an internet research, it can be seen that the model presented for position 4.7 by the complaining EO has a much higher cost than what the complaining EO offered. As for positions 3.2, the position under 3.2 (no number), 3.5, 4.9, 5.1, 5.3, 5.4 and 5.5 in its response has given clarifications in its own way but has not provided any evidence to prove the reasonableness of these prices. Since the complaining EO in its response has linked the justification of the prices offered to some positions with maintenance, clarification has been requested from the Contracting Authority as to whether supply or maintenance has been requested for those items from the response received by CA as well as the description for these items in advance and the pre-calculation that describes that supply is required for these items. Since the complaining EO has not provided evidence for the positions specified above, based on the notes that can be found on the Internet and when compared with the object of the contract, the prices offered for these items are not real with the market due to the fact that these items first of all, most of these positions contain a multitude of constituent elements or requirements that must be fulfilled in order to be completed as a position, which are offered with 1.00, 5.00, 10.00 and 20.00 Euro, while no evidence has been provided that the complaining EO can be supplied at such prices. From the above description, it follows that the prices offered by the complaining EO are abnormally low compared to the prices in the market. In the following, we present as an example position 5.1 for which the price of 20.00 euros has been offered, while it is impossible to find it on the market at this price. Based on the clarifications specified above, in the opinion of the reviewing expert, this appeal claim is unfounded. The reviewing expert clarifies that based on the analysis of the facts/evidence

documented in the electronic platform in e-procurement, the procurement flow and procedure with this procurement activity is the responsibility and discretion of the Contracting Authority that the evaluation, examination and comparison of offers to be done in full harmony with the legal provisions of the LPP as well as secondary procurement legislation. During the evaluation, all participating EOs should be treated equally and respect the selection requirements set by the Contracting Authority, technical specifications Annex 1 and all Annexes and requirements specified in the tender dossier, as well as respect the specify the award criteria".

According to the above, the expert's report was drawn up in accordance with the authorization of the Review Panel and the law in force on public procurement. The review expert has objectively treated all the claims of the complaining economic operator "N.Sh. Liriu (Selman Kolgeci B.I.)".

The complaining EO stated briefly that we do not agree with the opinion of the subject matter expert because according to him/her the expert in question did not examine all our claims, out of 9 of our claims he examined only 2 of them (the third he specifically mentioned himself). The same has not given any conclusion where we have clarified that the evaluation committee did not conduct market research in any of the ways of market research, the expert did not give a conclusion at all whether the commission should conduct research but only from his personal conviction gave the opinion that our offer should be rejected. The claim of the expert regarding his statement that there were claims that were not included in the request for reconsideration is not valid. We as a company have accepted the expertise number 0561/23 and we do not agree with the opinion of the expert on the subject.

On the other hand, CA has stated that it agrees with the evaluations and recommendation of the reviewing expert in expertise no. 2023/0561 with the exception cited: regarding the issue related to access to official documents, we inform the panel that the complaining EO was granted official access to the dossier of the recommended EO by contract according to his request and in accordance with Article 10 of LPP as evidenced by the record of the official access which was signed without any remarks by the representative of the complaining EO. Therefore, since the evaluation of the offers was made in accordance with the criteria set forth in the contract notice and the tender file, and the responsible tender was selected with the offer that best corresponds to the procurement planning and the determination of needs in the sense of Article 8 and 9 of the LPP, we ask the panel to make a decision in such a way that it leaves in force the decision of the CA dated 21.07.2023.

Findings of the Review Panel -

The panel considers that the expertise reports contain a priori the essential elements of such a document as provided by the provision of Article 113 in relation to Article 114 of the LPP, according to which the expert is required to review all the procurement documentation, including all complaining claims and to provide the panel and all parties with an independent and professional assessment of the procurement activity and the validity of the complaint claims. However, it should be noted that the expert's report is not binding on the Review Panel and that each such report is evaluated and/or analyzed in the general context of the case documents, asserted facts and other possible evidence, taking into account the nature of the violations. event,

the course, nature and purpose of the procurement activity. Therefore, the fact that in which cases and for what, the Panel supports or not, any report and/or any of the recommendations, belongs to his/her independent and professional judgment, just as these responsibilities are addressed in the sense of article 98, 99 related to article 105 of the LPP.

The review panel independently and objectively, conscientiously and professionally evaluated all the evidence of the case. In this way, it was found that the Contracting Authority acted in violation of Article 59 of the LPP in relation to Article 40 of the RRPP. Regarding the complaint of the complaining economic operator "RSM Company" Sh.P.K., it should first be clarified that on 13.12.2023 the CA has confirmed to PRB that the contract in question was a framework public contract for three (3) years with the answers as follows: regarding the contract "Signaling and maintenance of equipment on the National and Regional roads of the Republic of Kosovo for Lot V" which was concluded on 28.06.2018 with no. 44/2018 between the Ministry of Infrastructure and the Economic Operator "RSM Company" Sh.P.K. with headquarters in Pristina, we inform you that: ...Contract no. 44/2018 was a 3-year framework contract (36 months), it ended on 23.06.2021. The contract is concluded with a unit price and is: €4.37, or total per year (209,865.01€) ± 30%, while the value of the works performed for the period of three years (36 months) is: 2018/2019 (208,838.17 € based on the report final work report dated 18.06.2019 and reference no. 5607 dated 28.07.2020) 2019/2020 (205,950.59 € based on the final work report dated 05.05.2020 and reference no. 5606 dated 28.07. 2020) 2020/2021 (250,964.53 € based on the final report of works dated 23.06.2021 and reference no. 3621 dated 12.04.2023). The final reports of the completed works which are made at the end of each year separately accompanied by the relevant references...

Taking this circumstance into account, the Review Panel from the review expert's report, the evidence presented by the complaining economic operator, the documents of the tender dossier as well as other circumstantial evidence, found that it is ungrounded the reasoning of the CA that this contract cannot be accepted in order to fulfill the relevant request of the tender dossier by the complaining economic operator. The Review Panel in principle considers that the framework public contract referred to in the complaining claim is in accordance with the relevant request of the tender file. In this way, from the review expert's report, the evidence presented by the complaining economic operator "RSM Company" Sh.P.K., the documents of the tender file as well as from other circumstantial evidence, it has been found that the claims of the complaining economic operator are grounded, however CA has the right to verify all these technical reports and references submitted as evidence by the CA Ministry of Infrastructure during the reassessment procedure if there are any doubts about their regularity from a technical/administrative point of view.

Regarding the complaint of the complaining economic operator "N.Sh. Liriu (Selman Kolgeci B.I.)", from the review expert's report, the evidence presented by the complaining economic operator, the documents of the tender file as well as from other circumstantial evidence, it was found that the conditions for setting the abnormally low offer according to article 61 of LPP and article 4 of B57 Rules for Abnormally Low Tenders. Therefore, the Contracting Authority has acted in harmony with Article 4.2 of B57 Rules for Abnormally Low Tenders when dated

26.06.2023 requested clarifications from the complaining EO for some prices in the positions with no. 1.6, 1.12, 1.13, 2.1, 2.2, 2.3, 3.2, position 3.2, 3.5, 3.7, 4.7, 4.9, 5.1, 5.3, 5.4 and 5.5. With dt. 29.06.2023 The complaining EO responds to the CA by offering supply prices for some positions while not providing other additional details as required by the legislation in force. In its clarifications, EO has provided supply prices for position 1.6, 1.12, 1.13, 2.1, 2.2, 2.3, 3.7, while for position 4.7 it has presented evidence that the price of their supply is several times higher than the price at which has offered. As for positions 3.2, positions under 3.2, 3.5, 4.9, 5.1, 5.3, 5.4 and 5.5 have not provided any evidence to prove the reasonableness of these prices. Since the complaining EO has not provided evidence for the positions specified above, and no evidence has been provided that the complaining EO can be supplied with such prices, it follows from the description as above that the prices offered by the complaining EO are not normally low compared to the prices in the market. The complaining economic operator "N.Sh. Liriu (Selman Kolgeci B.I.)" has failed to prove with concrete facts and evidence his claims presented in the complaint, therefore the Review Panel accepts the expert's report as a matter of course for the rejection of the EO complaint, where it is stated that "from the description as above results that the prices offered by the complaining EO are abnormally low compared to the prices in the market". In this way, from the review expert's report, the evidence presented by the complaining economic operator "N.Sh. Liriu (Selman Kolgeci B.I.)", the documents of the tender file as well as from other evidence of the case, it has been found that the main complaints are unfounded. Consequently, other claims, even if they were eventually founded, would not be able to manifest legal effect in the final decision of the Review Panel.

Without the need for further analysis of complaint claims and other evidence, PRB always starts from the fact that each CA (at any level) enjoys complete independence in the exercise of powers and the assignment of needs in harmony with budgetary capacity, but the CA must take care ex-officio also for the basic principles of the LPP. Therefore, based on the above, the Review Panel considers that the actions and acts of the CA, and the evaluations of the review expert regarding the fulfillment or not of the conditions described above and the complaint statements in this case constitute a sufficient basis for the procurement activity to return to re-evaluation related to the procurement activity described above, while the CA is obliged to act in harmony with this decision and the review expert's recommendation in accordance with article 59 and 72 of the LPP. After the administration and evaluation of the evidence, the complete ascertainment of the factual situation, relying on the LPP as applicable material law, after examining the appeal claims, taking into account all the documents of the case and the recommendations of the reviewing expert, it has been found that the appeal of economic operator "N.Sh. Liriu (Selman Kolgeci B.I.)" with no. 2023/0561 dated 10.08.2023 should be rejected as unfounded, while the complaint of the economic operator "RSM Company" Sh.P.K. with no. 2023/0549 dated 07.08.2023 should be approved only as partially based. Consequently, the Review Panel has decided to cancel the Notice on the Decision of the Contracting Authority, Municipality of Gjilan. dated 21.07.2023 related to the procurement activity entitled "Horizontal, vertical signaling and road equipment in the municipality of Gjilan" with no. of procurement 651-22-10313-2-1-1 while the procurement activity is returned to re-evaluation.

The Review Panel has decided in accordance with the legal powers in the sense of Article 104 paragraph 1 in relation to Article 103, Article 105 and Article 117 of the LPP for the implementation of the procurement review procedure in a fast, fair, non-discriminatory manner, in order to legal and effective resolution of the case.

The Review Panel requests the Contracting Authority to be attentive during the public procurement procedures, acting in full compliance with the LPP and other legislation in force for public procurement, as well as to act in harmony with the findings of this decision. Otherwise, the PRB may initiate disciplinary procedures against the responsible procurement officials.

For points I and II and III of the decision, it was decided based on article 105 and 117 of the LPP in relation to article 29 of the PRB Work Regulations.

For point IV of the decision, it was decided based on article 118 of the LPP in relation to article 31, paragraph 1, 6 and paragraph 5 of the Rules of Procedure of the PRB.

From what was said above, it was decided as in the provision of this decision.

President of the Review Panel

Mrs.Vjosa Gradinaj

Legal advice:

An appeal is not allowed against this decision, but the dissatisfied party can appeal to the Commercial Court, within 30 days from the date of acceptance of this decision.

Decision to be submitted to:

1x1 CA – **MUNICIPAL ASSEMBLY- GJILAN**;
1x1 EO – **N.SH “Liriu”**;
1x1 Archive of the PRB;
1x1 For publication on the website of the PRB.