



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

Psh. No.13/26

The Review Panel, appointed by the Acting President of the PRB, pursuant to Article 105, 106, and 117 of the Law on Public Procurement of the Republic of Kosova (LPP) composed of Vedat Poterqoi - President, deciding upon the complaint of EO Roa Group” L.L.C. against the Decision to annul the procurement procedure of the Kosova Correctional Service in the capacity of the Contracting Authority (CA) regarding the procurement activity: “Supply of a generator for the High Security Prison” with procurement number: 215/33600-25-10468-1-1-1, on the 25/02/2026 has issued this:

DECISION

1. Approved, as partly grounded the complaint of the EO Roa Group” L.L.C., with no. 2026/13, of the 05/01/2026, for the procurement activity “Supply of a generator for the High Security Prison” with procurement number: 215/33600-25-10468-1-1-1.
2. Cancelled, contract award notice, while the procurement activity Supply of generators for the High Security Prison with procurement number: 215/33600-25-10468-1-1-1 is returned to Re-evaluation.
3. Within 10 days, the CA must inform the PRB of all actions taken regarding this procurement activity, otherwise, the PRB has the right to take measures against the CA for non-compliance with the decision as provided for in the provisions of Article 131 of the LPP.
4. The funds deposited in the name of the tariff fee for filing the complaint are returned to the account of the Economic Operator “Roa Group” L.L.C.

REASONING

-Procedural facts and circumstances -

On 20/11/2025, the Kosovo Correctional Service in the capacity of the Contracting Authority has published the Contract Notice regarding the procurement activity entitled Supply of Generator for the High Security Prison with procurement number: 215/33600-25-10468-1-1-1.

This procurement activity was conducted through an open procedure with the type of contract supply.

On the 22/12/2025, EO “Roa Group” L.L.C. has submitted a request for review against the aforementioned decision of the CA.

The Contracting Authority has rejected the request for review as unfounded.

On the 05/01/2026, the PRB has accepted the complaint from EO “Roa Group” L.L.C. with no. 0013/2026 related to the activity Supply of a generator for the High Security Prison with procurement number: 215/33600-25-10468-1-1-1.

-On the preliminary review phase -

The Procurement Review Body has found that the complaint contains all the elements specified in Article 111 of the LPP and as such has been submitted within the legal deadline in accordance with Article 109 paragraph 1 of the LPP after the preliminary procedure for dispute resolution in the sense of Article 108/A of the LPP, by the economic operator that is an interested party according to Article 4 paragraph 1 subparagraph 26 of the LPP. In this way, the Procurement Review Body has found that it is competent to review this complaint according to Article 105 of the LPP and there is no procedural obstacle to continue with the review of the complaint on its merits.

The claims of the complaining economic operator “Roa Group” L.L.C. are presented as follows:

Complaining Claim No. 1:

The complaining EO claims that the Contracting Authority, namely the Evaluation Commission, has violated Article 7 of the LPP (equal treatment/non-discrimination), as well as the principles of Article 1 and 6 of the LPP (efficient, transparent and economic use of public money), after having recommended for the contract EO “CONTANTI GENERATORS SH.P.K.” with a higher price, while the complaining EO has been eliminated from the competition, although according to it it has fulfilled the requirements of the Tender Dossier and has offered with a lower price.

The complainant emphasizes that his elimination was made for a mistake that he considers a “minor mistake”, specifically in the tender insurance, claiming that this mistake was made by the insurance company and that it could have been improved. According to the complainant, this action of the CA constitutes discrimination and double standards, because due to the shortcomings of the EO declared the winner, the CA acted more tolerantly and considered its bid

acceptable. In this context, the complaining EO claims that the EO recommended for the contract “CONTANTI GENERATORS SH.P.K.” had numerous shortcomings in its bid, including:

1. Affidavit (allegedly not completed properly);
2. Tender security (allegedly with inappropriate deadline/validity);
3. Price list (allegedly with errors/deficiencies in completion);
4. Lack of statement of technical specifications according to FDT requirements (points 9.1 & 9.2);
5. ISO 45001 certificate (allegedly not belonging to the generator manufacturer / issued by another entity);
6. Lack of court certifications for the criminal record of the managerial/leadership staff. In conclusion, the complainant claims that, despite these shortcomings of the winning EO and the fact that this EO is more expensive, the CA has declared “CONTANTI GENERATORS SH.P.K.” the winner, while the complainant has been eliminated for a single error which it considers to be correctable; again, according to the complainant, the CA has not treated the EOs equally and has acted in contravention of Article 7 of the LPP.

Complaining claim No. 2: The complaining EO claims that the Contracting Authority has violated Article 57 of the LPP, in conjunction with Article 28 of the RRPP, by accepting the tender security of the winning EO “CONTANTI GENERATORS SH.P.K.”, even though - according to the complainant - it is not in accordance with the legal and sub-legal requirements. The complainant emphasizes that this is not acceptable, since the winning EO has offered a bid validity of 120 days and also a 120-day validity of the tender security, which is not permitted under the regulation. For this reason, the complainant claims that the tender security of the winning EO is unacceptable and that its bid should have been rejected as irresponsible.

Complaining claim No. 3: The complaining EO claims that the CA/Evaluation Commission has violated Article 59 of the LPP, since during the evaluation it has not applied the provisions of this Article equally: the complainant emphasizes that the CA has not considered its error as a “minor error” according to Article 59.4, while the shortcomings of the EO declared the winner have been accepted/treated as regular. The complainant cites that a tender can be considered responsive only if it complies with all the requirements of the contract notice and the tender dossier.

In this context, the complaining EO lists the shortcomings that, according to him, the winning EO “CONTANTI GENERATORS SH.P.K.” had and that should have led to the rejection of his bid, as follows:

1. Declaration under oath - it is alleged that the column/field “economic operator presenting” was not completed.
2. Tender security - it is alleged that it is not in accordance with Article 28 of the RRPP, since the security was not provided 30 days longer than the validity of the bid.

3. Clarifications/supplements after the public opening - it is alleged that the CA requested a written statement from the winning EO on the technical specifications and delivery deadline and the winning EO submitted it after the public opening; the complainant claims that this is not allowed.

4. ISO 45001 certificate - it is alleged that the certificate provided does not belong to the generator manufacturer and cannot be accepted.

5. Court certificates for managerial staff - allegedly missing.

6. Price list/forms - allegedly not filled out properly (e.g. the section for the representative), therefore the tender is irresponsible.

In conclusion, the complaining EO claims that due to these shortcomings the CA acted in contravention of Article 59 of the LPP, by recommending for the contract an EO that according to the complainant is not responsible.

Complaining claim No. 4:

The complaining EO claims that the CA has violated Article 60 of the LPP, since during the process of evaluation and comparison of tenders it has not properly applied the contract award criteria, by declaring the winner an EO with a higher price, while the complainant claims that he has bid with a lower price and has fulfilled the requirements of the tender dossier.

The complainant claims that the evaluation result was drawn up incorrectly by considering his tender as irresponsible, which he links to the interpretation of the CA according to Article 59.4 of the LPP ("minor error"), while according to the complainant the tender of the winning EO had shortcomings and should not have been declared the winner.

Also, the complaining EO claims that the CA has violated Article 72 of the LPP, since the EO declared the winner was allowed to supplement the file with documents/evidence after the public opening, which according to the complainant is not allowed. Based on Article 111 paragraph 5 in connection with Articles 113 and 114 of the LPP, the PRB on 06/01/2026 authorized the expert to conduct the initial review of the file and claims according to the complaint with no. 0013/2026, while on 16/01/2026 the expert report with no. 0013/2026, with the following recommendations: Based on the above-mentioned clarifications, the review expert proposes to the review panel that the complaint of the complaining EO be approved as partially grounded, the contract award notice be canceled and recommends that the case be returned for re-evaluation.

Administration and evaluation of evidence -

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

Regarding the claims of EO “Roa Group” L.L.C. the review expert through report no. 2026/0013 has assessed as follows:

Response to Complaining claim No. 1

The review expert, after reviewing the documentation of the procedure and the claims of the complaining EO, assesses that Complaint Claim No. 1 includes two dimensions: (i) the objection to the elimination of the complaining EO (which he calls a “minor error”) and (ii) the claims for unequal treatment, with the justification that the winner was declared EO CONTANTI GENERATORS SH.P.K. with a higher price, despite the alleged shortcomings.

1) Regarding the elimination of the complaining EO — tender security (“minor” error) Of the requirements set out in the FDT, the tender security is an essential administrative requirement (a certain amount and validity period) and must be complete and valid at the time of submission of the bid. In the specific case, the tender security of the complaining EO in the initial bid did not meet the minimum required deadline (90 days instead of 120 days), while the “corrected security” submitted subsequently constitutes a replacement of the document and not a clarification/correction of an existing document. In the absence of objective evidence that would qualify this situation as a minor deviation (“minor error”) within the meaning of Article 59.4 of the PPL, the elimination of the complaining EO for this reason is assessed based on the requirements of the TDS.

2) Regarding the claims against the EO recommended for the contract — equal treatment The complaining EO, within the framework of Complaint Claim No. 1, has raised several points of deficiencies in the offer of the EO recommended for the contract (declaration under oath, tender security, price list, lack of statement of technical specifications, ISO 45001, and court certifications). These issues have been treated more extensively within the framework of Complaining Claims No. 2 and No. 3, where the respective justifications have been provided. From the treatment of the subsequent claims and the expert's responses, it results that the key points that directly affect the responsiveness of the offer of the recommended EO have been assessed as founded, respectively:

- non-compliance of the recommended EO's tender security with the requirement of Article 28.6 of the RRPP (requirement "+30 days" after the validity of the bid); and
- acceptance/covering of the documentary deficiency through a document created after the opening/termination (for the documentary request for the declaration on technical specifications), which exceeds the allowed limits of clarifications/supplements.

Meanwhile, as for the other points listed by the complainant (such as the affidavit, ISO 45001, certifications from the court, and the column in the price list), the assessment of the subsequent claims indicates that they have not resulted to be based on the level that, for these reasons alone, the bid should be rejected, since they are either formal issues, or are not supported by premises/evidence that make the non-compliance decisive according to the requirements expressed in the TDS.

Regarding the claim for the lowest price and cost-effectiveness The principle of cost-effectiveness and comparison based on price (Articles 1 and 6 of the LPP) is applied only between the bids assessed as responsive. In this case, although the elimination of the complaining EO for securing the tender in the initial bid is assessed as supported, from the treatment of Claims 2 and 3 it results that the bid of the EO recommended for the contract is also affected by essential inconsistencies that undermine responsiveness (in particular the tender securing according to Article 28.6 and the documentation submitted after opening). Consequently, the decision to recommend/award the contract cannot be justified solely by the justification of the price and requires reassessment in accordance with the principle of equal treatment and the procedural rules of evaluation.

Response to Complaining claim No. 2: The review expert, after analyzing the Tender Dossier (TD) and the documentation submitted by the EO recommended for contract, clarifies that the CA has determined the validity period of the tender (at least) 90 days, as well as the tender security in the amount of €4,000 with a validity period of 120 days. From the review of the bid of the EO recommended for contract, it results that the same has declared the validity of the tender/offer for 120 days, and has submitted a tender security with a validity of 120 days. In this context, the expert clarifies that, despite the fact that the complaining EO in the claim refers to Article 28 of the RRPP-001/2022 in a general manner, the relevant provision for the temporal validity of the tender security is Article 28.6 of the RRPP, and that, within the meaning of this provision, the period of “tender validity” corresponds to the period of validity of the tender/offer declared by the tenderer.

This situation is not in accordance with Article 28.6 of the RPP, according to which: "The tender security shall remain valid for a period of thirty (30) days after the expiry of the tender validity period." In this circumstance, starting from the requirement of Article 28.6, when the tenderer declares a validity of 120 days, the tender security must be valid for another 30 days after the expiry of this period, i.e. at least 150 days, in order to cover the additional period required by the regulation. Consequently, the security valid for 120 days does not cover the additional period of 30 days after expiry, as expressly required by Article 28.6 of the RPP. In the circumstances of the case, given that the tender security submitted by the recommended EO has the same validity period (120 days) as the validity of the tender/offer declared by it, it results that the security does not meet the requirement of validity “+30 days” after the expiry of the validity period of the tender. Consequently, this deficiency undermines the fulfillment of the formal requirements of the tender security and makes this documentation incompatible with the standard required by the regulation.

Consequently, based on the above reasoning, the review expert finds that Complaining claim No. 2 is founded. Response to Complaint No. 3 The review expert, based on the documentation of the procedure on the e-procurement platform and the claims submitted in the complaint, explains that the dispute in this claim is related to the manner of implementation of Article 59 of the LPP during the evaluation, namely with the claim of the complaining EO that the CA did not uniformly apply the concept of “minor error” according to Article 59.4. According to the complainant, his error was not treated as minor, while the shortcomings of the EO recommended

for the contract were considered acceptable, although according to the complainant, a bid can be assessed as responsive only when it is in accordance with all the requirements of the contract notice and the Tender Dossier.

In the context of this claim, the complainant has listed several alleged deficiencies in the winning EO's bid, to which the expert provides the following responses:

1. Response to Complaining Claim No. 3 — point 1 (Sworn Declaration)

From the FDT it results that, for the purposes of admissibility, the CA has requested the submission of a written declaration under oath, signed by the tenderer using the form in Annex 2.

In this context, the expert notes that the standard form of Annex 2 contains: (i) the declarative text, and (ii) the column "Identification of the Economic Operator (EO)", where it is foreseen to fill in the name of the EO, full address, representative, position, signature, date and stamp.

Regarding the claim that the winning EO “does not have the affidavit in order”, with the justification that it did not complete the first paragraph (e.g. the field “representing: [the economic operator being represented]”), the expert explains:

- The essential element of this document is the clear identification of the EO and the assumption of responsibility for the content of the declaration, through the signature/stamp and identification data.
- In the specific case, the identification of the EO is carried out in the standard column “Identification of the Economic Operator (EO)”, which is an integral part of Annex 2 and is provided for this purpose.
- For example, the failure to include the name of the EO in the introductory text, when the identification data are clearly indicated in the dedicated column, represents a formal deficiency that does not change the content of the declaration, does not create ambiguity for the subject declaring and does not violate the purpose of the request according to the FDT.

Finally, in relation to point 1 of the claim, the review expert assesses that the claim for “non-compliance” solely due to the failure to complete the introductory text is not justified as a reason for not accepting the bid.

2. Response to Complaint No. 3 — point 2 (Tender security)

Regarding point 2 (Tender security), the review expert notes that this issue has been addressed in detail in the Response to Complaint No. 2. Based on the reasoning provided there and the express requirement of Article 28.6 of the RRPP for the validity of the security 30 days after the expiration of the validity of the tender, point 2 of this claim is assessed as justified.

3. Response to Complaining claim No. 3 — point 3 (Additions after the public opening) The review expert, after analyzing the Tender Dossier and the documentation of the bid of the EO recommended for the contract, clarifies that within the framework of the requirements for technical and professional capacity, the FDT has expressly foreseen the request no. 2: “Declaration on the technical specification for the supply - the goods offered.”

From the review of the bid of the recommended EO, the expert has not found that the same has submitted this document according to the request no. 2 of the FDT, in the form and meaning of the documentary request foreseen by the CA.

Further, from the documentation of the procedure it results that the CA has addressed to the recommended EO a standard letter of request for clarification of the tender, with which, in essence, it has requested from the EO a written declaration on the content of the tender requirements. The expert notes that the content of this request is formulated in a general and not entirely clear manner, as the CA initially states that the EO “has provided sufficient technical specifications which are in compliance with the requirements”, and then requests from the EO to “declare that you adhere to these technical specifications and the deadlines for delivery and implementation of the contract”. Such a formulation makes the request more a request for general confirmation than a direct request for the submission of the document specified in the TDS (Declaration on the technical specification).

In response to this request, the EO has submitted the document entitled "Letter of Guarantee for Tender Documentation and Delivery Deadline", dated 08.12.2025, through which it confirms that the documentation is complete and that it respects the technical specifications and delivery deadline. In the normative aspect, the expert explains that Article 59.2 of the LPP and Article 38.1 of the RRPP allow for the request for clarifications, but Article 38.2 of the RRPP prohibits the request for clarifications to allow for a change in the price or conditions/material aspects of the tender, while Article 38.3 allows for the request/acceptance of missing documents only if they objectively present sufficient evidence that reflects the existing situation before the expiry of the deadline for submission of tenders. Also, Article 72.3 of the LPP requires that the existence of the supplementary document be demonstrable in advance and objectively verifiable. Consequently, since the “Letter of Guarantee” is dated 08.12.2025 and represents a document created after the deadline/public opening, it cannot be treated as a document that replaces the request no. 2 of the FDT, nor be considered objective evidence that reflects the existence of the document requested before the deadline. In this sense, even if the CA has requested clarification for the purpose of verifying technical compliance, the use of a new document created after the deadline to cover a documentary deficiency foreseen in the FDT is not in accordance with the limitations of Article 38.2-38.3 of the RRPP and the criterion of Article 72.3 of the LPP. Consequently, point 3 of Complaint No. 3 is assessed as well-founded, in the aspect that the recommended EO does not appear to have submitted the document according to request no. 2 of the FDT within the deadline, while the document submitted after the deadline in response to the clarification cannot be treated as a replacement for this documentary request.

4. Response to Complaining claim No. 3 — point 4 (ISO 45001 Certificate) The review expert explains that in Annex 1 - Mandatory technical specifications, the requirement is provided for the product/generator to be in compliance with the ISO 9001, ISO 14001, ISO 45001 and CE standards. Consequently, the documentation submitted for these standards is assessed in terms of the fulfillment of this technical requirement. Regarding the complainant's claim that "ISO 45001 was provided by China, while the other certificates were provided by the manufacturer from Turkey" and that "this certificate does not legally belong to the generator but only to a part of it",

the expert notes that this reasoning does not hold true in this form. ISO 45001 is a standard for an entity/organization's occupational health and safety management system (system certification) and is not a product certificate that "belongs" to a specific piece of equipment. Therefore, the claim that ISO 45001 "only belongs to one part" is not supported by the legal and technical nature of this standard.

5. Response to Complaining claim No. 3 — point 5 (Certification by the court) The review expert, after analyzing the Tender Dossier, explains that the CA has foreseen the request for "Certification by the competent Court or administrative authorities of the place of establishment of the tenderer...". In this regard, since the Tender Dossier has formulated the request for the tenderer/economic operator and has not foreseen a separate request for individual certifications for each member of the managerial/management staff, the assessment should be made in relation to this request. Consequently, the claim that the bid is irresponsible only because certifications "for the managerial/management staff" have not been submitted is assessed as unfounded.

Response to Complaining claim No. 3 — point 6 (Price List) The review expert, after analyzing the Tender Dossier and the document "Form - Price List" submitted by the EO recommended for contract, clarifies that the Price List document, according to RRPP-001/2022, can be standardized (generated by the system) or non-standard (created by the CA only in Excel format), depending on the configuration of the procurement activity.

In this regard, Article 23.10 of RRPP-001/2022 stipulates that the Standardized Price List is generated by the system and downloaded from e-procurement, while when the standard list "does not meet the needs" of the CA, the CA may create a non-standard list only in Excel. This Article also clarifies that after completion/upload, the Price List is converted into a format suitable for tenderers, with closed fields and marked fields to be completed by bidders, which include: unit price, VAT rate, manufacturer's name and bidder's note. From the analysis of the contested document, the expert notes that the complainant's claim relates to the identification columns at the end of the form ("Name of the EO" and "Name and surname of the representative"), where instead of the name/surname of the representative, the name of the EO is indicated, while the column "Name of the EO" is not filled in correctly. However, the expert emphasizes that the essence of the Price List in the sense of Article 23.10 is related to the economic data and the description of the price (prices/totals), while inaccuracies in the identification columns, as long as they do not violate the content of the prices and do not create real uncertainty on the attribution of the bid, are treated as formal deficiencies. The expert also refers to point 17.9 of the RRPP, according to which during the preparation and submission of tenders, EOs are not required to manually sign the price list (regardless of whether it is standard or non-standard). This reinforces the administrative/formal character of the signature/identification columns in the price list, as long as the document is submitted through the platform and the prices are readable and comparable. Consequently, in the absence of a material impact on the price/total, and taking into account that the price list contains the economic data of the offer, the review expert assesses that the complainant's claim of "irresponsibility" solely due to this incorrect completion of the identification columns does not stand and, in this regard, is assessed as unfounded.

Conclusion on Complaining claim No. 3 Having fully assessed the claims raised within Complaining claim No. 3, the review expert finds that the complainant's claim is partially founded. Specifically, point 2 (Provision of the tender) and point 3 (acceptance of the document/clarification created after the deadline/public opening) are assessed as founded in terms of compliance with legal requirements and restrictions on clarifications/supplements after the deadline. Meanwhile, points 1, 4, 5 and 6 do not result to be founded at a level that would justify the rejection of the bid on these grounds alone, because (i) the alleged shortcomings are of a formal nature or are not based on concrete premises/evidence, and/or (ii) do not find direct support in the express requirements of the Tender Dossier.

Response to Complaining claim No. 4:

The review expert clarifies that Article 60 of the LPP provides that the contract is awarded to the operator that meets the criteria set out in the procurement documents, while the price comparison is made only between responsive tenders. In the specific case, from the treatment of the preliminary claims, it results that inconsistencies have been found in the offer of the EO recommended for the contract that affect the responsiveness of the tender, including (i) the inconsistency of the tender security with the requirement of Article 28.6 of the RRPP, as well as (ii) the acceptance of documentation created/submitted after the public opening, in violation of the permitted limits of actions according to Article 72 of the LPP. Consequently, the application of the contract award criterion according to Article 60 cannot be considered regular, since the price comparison cannot be carried out on offers that are not responsive; Consequently, Complaining claim No. 4 is considered founded.

CONCLUSION

Based on the complete review of the complaint claims, the documentation of the procedure and the above legal analysis, the review expert assesses that the complaint should be partially approved. On the one hand, it results that the elimination of the complaining EO for failure to comply with the requirement of the Tender Dossier regarding the validity of the tender security was justified, since the security presented in the initial offer did not meet the minimum requirements set out and the submission of a “corrected” document after the deadline cannot be treated as a minor error within the meaning of Article 59.4 of the LPP.

On the other hand, from the treatment of the claims against the EO recommended for the contract, it results that full compliance has not been guaranteed neither with regard to the provision of the tender according to Article 28.6 of the RRPP, nor with regard to the actions after the public opening. As for the “clarifications”, from the documentation it results that the actions taken after the public opening have served to fill in the documentary gaps with documents created/submitted after the deadline, which cannot be treated as a permitted clarification, but as an impermissible addition within the meaning of Article 72.3 of the LPP and Articles 38.2-38.3 of the RRPP. These discrepancies have also directly affected the correct application of the contract award criteria according to Article 60 of the LPP, since the comparison on the basis of price can only be made between the bids assessed as responsive.

In these circumstances, it results that the Contracting Authority has not fully ensured equal treatment of economic operators within the meaning of Article 7 of the LPP and has not proven that the evaluation process was conducted in full compliance with the procedural standards set out in Articles 59 and 72 of the LPP, as well as the relevant sub-legal acts. Consequently, the review expert recommends the annulment of the contract award decision and the return of the case for re-evaluation, in order for the Contracting Authority to re-examine the bids in accordance with the requirements of the Tender Dossier, the Law on Public Procurement and the Regulation on Public Procurement, respecting the limits of clarifications after the public opening, not allowing material additions/changes to the bid after the deadline and guaranteeing equal treatment and uniform evaluation for all economic operators.

Findings of the Review Panel -

The Review Panel has independently and objectively, with due diligence and professional care, evaluated all the evidence of the case. Based on the findings and recommendations of the review expert, it has been found that the Contracting Authority has not acted in accordance with the legal provisions on public procurement and the requirements of the Tender Dossier regarding the procurement activity Supply of a generator for the High Security Prison with procurement number: 215/33600-25-10468-1-1-1.

The review panel, after administering and evaluating the evidence, fully ascertaining the factual situation, relying on the LPP as the applicable substantive law, after reviewing the complaint claims, taking into account all the case files, gives full confidence to the findings of the review expert, without the need for them to be repeated again, and supports his/her recommendations, finding that the complaint of the Economic Operator is approved as well-founded. Consequently, the Review Panel has decided regarding the procurement activity entitled Supply of Generator for High Security Prison with procurement number 215/33600-25-10468-1-1-1, to cancel the contract award notice and recommends that the case be returned for re-evaluation and that the CA act in accordance with the legal provisions of the LPP and the requirements of the tender dossier and the contract notice.

The Review Panel has decided in accordance with the legal competences in terms of Article 104 paragraph 1 in conjunction with Article 103, Article 105 and Article 117 of the LPP for the implementation of the procurement review procedure in a prompt, fair, non-discriminatory manner, with the aim of resolving the case legally and effectively. Therefore, the Review Panel based its findings on the relevant provisions of the LPP, which foresee and regulate such situations that may arise during a procurement activity.

Point I of the decision was decided based on Article 117 of the LPP in conjunction with Article 29 and 31 paragraph of the PRB Rules of Procedure.

Point II of the decision was decided based on Article 131 of the LPP in conjunction with Article 29 paragraph 3 of the PRB Rules of Procedure.

For point III of the decision, it was decided based on article 31 paragraph 4 and paragraph 6 of the Rules of Procedure of the PRB in relation to article 118 of the LPP.

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

President of the Review Panel

Mr. Vedat Poterqoi

Legal advice:

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

Decision to be submitted to:

1x1 CA – Kosova Correctional Service;
1x1 EO – Roa Group” L.L.C;
1x1 Archive of the PRB