



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

Psh. No.138/26

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 by Kimete Gashi Brajshori deciding upon the complaint of the Economic Operator (EO) ARMACOS SH.P.K., against the Decision to award a contract or a design competition of the MINISTRY OF INTERNAL WORKS in the capacity of Contracting Authority (CA) regarding the procurement activity Supply of lauras and their parts in government buildings with procurement number 214-25-7284-1-1-1, on the 15/04/2026 has issued this:

### **DECISION**

1. Approved, as partly grounded the complaint of the EO ARMAKOS SH.P.K. with no. 2026/0138, dated 06/03/2026, regarding the procurement activity Supply of laura and their parts in government buildings with procurement number 214-25-7284-1-1-1.
2. The procurement activity Supply of lauras and their parts in government buildings with procurement number 214-25-7284-1-1-1 is completely canceled.
3. The funds deposited in the name of the tariff fee for filing the complaint are returned to the account of the Economic Operator ARMAKOS SH.P.K..

### **REASONING**

-Procedural facts and circumstances -

On the 08.08.2025. MINISTRY OF INTERNAL AFFAIRS acting in the capacity of the Contracting Authority, has submitted the Contract Notice, for the procurement activity "Supply of lauras and their parts in government buildings" with procurement no.: "214-25-7284-1-1-1

The contracting authority has implemented an open procedure, type of contract: supply, estimated value of the contract: 150,000.00 €.

On the 25.02.2026, the MINISTRY OF INTERNAL WORKS, acting in the capacity of the Contracting Authority, published the Notice on the decision (B58), where it was recommended for the contract EO Kotech.

On the 29.02.2026, the complaining EO submitted a request for review, where on 05.03.2026. CA rejected the request for review as unfounded.

On the 06.03.2026, ARMAKOS SH.P.K. submitted a complaint to the PRB, which was recorded with protocol number 2026/0138, challenging the above-cited Decision of the CA, for the award of the contract.

*-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 ARMAKOS SH.P.K. are presented as follows: This appeal is submitted against the decision of the Contracting Authority (MUP): For the elimination of EO ARMAKOS Sh.p.k. on the alleged invalidity of the tender security; For the declaration of the winner of EO KOTECH SH.P.K., which has submitted a product of the JOVISION brand without the authorization of the manufacturer. The decision of the CA is contrary to: Article 7 of the LPP (fundamental principles); Article 57 of the LPP (tender security); Article 59 of the LPP (tender evaluation); Article 65 of the LPP (qualification); The consolidated practice of the PRB regarding proportionality and false declarations.

REGARDING TENDER SECURITY Misinterpretation of Article 57 of the LPP Article 57 requires that the tender security be valid for the period of validity of the bid. Our bid was valid for 90 days. Our security covered this period. The continuous practice of the PRB has emphasized that the security must cover the real period of the bid and not a theoretical period unused by the CA. In several previous decisions, the PRB has emphasized: If the bid is valid for 90 days and the security covers 90 days, there is no real risk for the CA. Also, the CA in the tender dossier (FDT), in the section on security validity, has given two validity periods for the tender security: in the amount line, it has indicated the amount of the security and the validity of the security of 120 days, while in the validity period line, it has indicated the validity period of the tender security of 90 days. When we requested the guarantee from the insurance company, they sent us the 90-day guarantee, assuring us that, since the FDT Article 22.1 clearly states: "The validity period of the tender shall be: 90 days", and there are two validity periods for the insurance, the 120-day period may be a technical error when filling out the file. This opinion is also supported by the CA's request for extension of the insurance and validity of the tender after 90 days of expiry and not after 120 days, as well as the fact that the extension period is 90 days

for the security guarantee and 90 days for the validity of the bid. We consider the elimination in this case disproportionate, which brings into play Article 7 of the LPP - the principle of proportionality.

Principle of proportionality - Article 7 LPPOSHP in its practice has emphasized that elimination for formal inconsistencies that do not affect the substance constitutes a violation of proportionality. In the specific case: CA, by offering two different validity periods, has deviated from the standard form and has created systemic uncertainties. Since the validity period of the tender in the FDT, Article 22.1, clearly states: "The validity period of the tender shall be: 90 days", the guarantee of 90 days did not constitute a financial risk for the CA. There was no fraud. There was no lack of insurance. Therefore, elimination is an extreme formalism. PART TWO OF THE COMPLAINT - THE ESSENTIAL ISSUE HAS DECLARED AN IRREVOCABLE EO THE WINNER

In the FDT of the tender dossier - Requirements on technical and/or professional capabilities, article 9.1 & 9.2, technical and professional capacity point 3, the CA has requested authorization from the manufacturer or distributor (MAF or DAF) with the data for this procurement activity, such as the activity title and the procurement number.

The CA, knowing that the content of the requirements for the various products of the tender dossier is impossible to obtain from a manufacturer, has not specified for which product authorization is required and for which product it is not required, thus leaving room for different interpretations.

In the technical specification form, as a mandatory technical specification for point A2, an LPR camera is requested. The EO declared the winner by the CA, KOTECH, has provided in the catalog A1-A15 (pages 24 & 25 of their catalog) a datasheet of the LPR camera JVS-N819-LPR - Jovision Technology Co., Ltd., without the permission and authorization of the manufacturer. At the end of the datasheet it is clearly seen: "Note: Design and specifications may change without notice. Under no circumstances, this document should be reproduced, distributed or changed in part or in whole without the formal authorization of Jovision Technology Co., Ltd." Considering the fact that Jovision Technology Co., Ltd. is our business partner and only ARMAKOS L.L.C. has been authorized for this tender by them, this makes it even clearer that the CA has not made the proper assessment and the elimination of KOTECH for misuse and false declaration.

The fact that EO KOTECH has used a datasheet where the manufacturer prohibits its use without authorization and the manufacturer, as your partner, has authorized our company for this tender, refutes the CA's claim that they have not requested a special authorization for the LPR camera.

Summary In the bid catalog of EO KOTECH, the datasheet of JVS-N819-LPR of the manufacturer Jovision Technology Co., Ltd. is presented. But: It has not presented Manufacturer Authorization. It has not presented proof of official distributor. It has not presented contractual relationship with the manufacturer, and without these covers the use of this datasheet is strictly prohibited by the manufacturer.

ARMAKOS HAS EXCLUSIVE AUTHORIZATION. ARMAKOS has presented authorization from the manufacturer JOVISION for this tender in the bid dossier.

This fact creates a clear legal situation: Only one EO has the real right to supply. PRB PRACTICE ON FALSE DECLARATIONS In previous decisions, the PRB has emphasized: The presentation of the product without authorization constitutes an incorrect presentation. If the EO does not prove the connection with the manufacturer, the offer is irresponsible. The CA has the obligation to verify the authenticity of the offer. The PRB has also emphasized: When there is serious doubt about the real ability to supply, the CA must disqualify the EO.

VIOLATION OF ARTICLE 59 LPP AK has the obligation to: Examine the offers in detail; Verify technical compliance; Ensure that the offer is real and viable. Failure to verify the authorization for the use of the product datasheet, in which the manufacturer has made a clear note that any use without authorization is prohibited, is a failure in the evaluation.

VIOLATION OF EQUALITY Current situation: Authorized EO is eliminated; Unauthorized EO is declared the winner. This constitutes: Violation of Article 7; Violation of fair competition; Unequal treatment of economic operators.

RISK TO PUBLIC INTEREST In the absence of authorization: Supply is not guaranteed. Manufacturer's warranty is not guaranteed. Authenticity is not guaranteed. PRB in its practice has emphasized that public interest prevails over procedural formalism.

LEGAL CONCLUSION The CA's decision is: Procedurally incorrect (insurance); Materially illegal (lack of authorization); Contrary to the PRB's practice; Contrary to the principle of proportionality

Response to the request for review Details and arguments for the claims of the violated articles and the above-mentioned points of complaint for review by the EO, Contracting Authority - Ministry of Internal Affairs, finds that it has acted in full harmony with the LPP and the articles: Article 1 Purpose; Article 6 Economy and Efficiency; Article 7 Equality in Treatment / Non-discrimination. Has treated all bidding EOs equally and without discrimination, in full compliance with Article 59 - Examination, evaluation and comparison of tenders, Article 72 - Documentation and additional information and Article 40 of Regulation A01 Regulation No. 002/2024 on Public Procurement - Examination, Evaluation and Comparison of Tenders, as well as in compliance with LPP Article 60 - Contract Award Criteria, and the criteria set out in the Contract Notice and Tender Dossier, treating all EOs equally. The criterion for awarding the contract is the responsive offer with the lowest price and on this basis the CA-MP has treated all EOs in this AP equally and without discrimination.

Response to Complaining claim No. 1 The complaining tenderer Armakos shpk claims that the CA has eliminated its bid on the grounds that the tender security upon submission of the bids was in order and should be accepted.

The Public Procurement Office, after reviewing this claim and analyzing the complete procedure and bid documentation related to this procurement activity, has noticed that the tender dossier, among other things, required the EO to submit a tender security valid for 120 days from the last

date for submission of tenders, while the tender security attached to the tender is valid for 90 days. Based on paragraph 28.6 of Article 28 of the Public Procurement Regulation: “The tender security shall remain valid for a period of thirty (30) days after the expiry of the tender validity period”, in this specific case, in addition to the fact that the tender security was not submitted based on the requirements of the tender dossier, it is also in violation of Article 28 of the RRUPP. As a result of this, the Evaluation Commission has rightly decided to eliminate your bid and this complaint claim is unfounded.

Response to complaint claim no. 2 The complaining tenderer Armakos shpk claims that the CA has selected an EO who is not responsible because the same has not submitted an authorization from the manufacturer for a camera position. ZPP, after fully analyzing the documentation of the activity, the tender dossier, the offers and the claim of the complaining EO, ascertains and clarifies that in the Tender Dossier it is requested that economic operators submit an authorization from the manufacturer or distributor (MAF/DAF), which must include the data of the procurement activity, such as: the title of the activity and the procurement number. This requirement is established with the aim of ensuring that economic operators are authorized to supply the goods that constitute the main object of this procurement activity, namely the supply of lasers and their parts.

In the Tender Dossier, no separate or specific authorization is required for each individual item included in the list of technical specifications. Consequently, economic operators are not required to submit a separate authorization for the item “camera”.

The object of this procurement activity is the supply of lasers and their parts, while the other items included in the list, including cameras, represent components or additional equipment that are related to the functionality of the system as a whole and do not constitute a separate procurement object for which a separate authorization is required. Therefore, at this point, the Public Procurement Office finds that the claim is unfounded.

Based on Article 111 paragraph 5 in conjunction with Articles 113 and 114 of the LPP, the Procurement Review Body on 11.03.2026 authorized the review expert to conduct the initial review of the file and claims according to the complaint with no. 2026/0138, while on 24.03.2026 the report of the review expert with no. 2026/0138 was submitted, with the following recommendations: Based on the above-mentioned clarifications, the review expert proposes to the review panel that the complaint of the complaining EO be approved as grounded, the contract award notice be canceled and recommends that the case be returned for re-evaluation.

The expertise report has been duly accepted by all procedural parties. The CA did not agree with the recommendations of the review expert report, while the EO agreed with the review expert report. The review panel assessed that the conditions have been met to decide on this case without a hearing session 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 and the review expert report provide sufficient data to decide on the merits of the case.

***-Administration and evaluation of evidence -***

In order to correctly establish the factual situation, the review panel has administered as evidence the Report of the Review Expert, the submissions and documents of the complaining economic operator, the letters and documents of the Contracting Authority, the relevant documents related to the procurement activity, as well as all evidence proposed by the procedural parties.

Regarding the claims of ARMAKOS SH.P.K., the review expert through report no. 2026/0138 has assessed as follows:

### **RESPONSE TO THE COMPLAINING CLAIMS OF THE COMPLAINING EO**

Claim no. 1 The first complaint claim according to complaint 138/26 has to do with the reason for the elimination of the complaining EO, where according to the CA the same did not offer the tender security for 120 days, as requested in the file, but only offered the security for 90 days.

The complaining EO claims that: “In the specific case: the CA by offering two different validity periods has deviated from the standard form and has created systemic uncertainty,

Since the tender validity period in the TDS, Article 22.1, clearly states: “The tender validity period will be: 90 days”, the 90-day guarantee did not constitute a financial risk for the CA. There was no fraud. There was no lack of insurance. Therefore, the elimination is an extreme formalism”. After analyzing the tender dossier, as the complaining EO claims, we have found that the request in the dossier is as follows:

13.2The amount of the Tender Security should be 3,000.00 euros, with a validity of 120 days. for a valid period of [insert duration in days 90 or months] As the complaining EO claims, the CA has defined two insurance periods in the tender dossier (120 days and 90 days).

Since the provisions of the LPP in force do not address the issue of unclear requests, then we think that we should draw legal analogies from the Law on Obligations, where unclear provisions written/formulated by one party will be interpreted in favor of the other party, which in this specific case falls to be interpreted in favor of the complaining EO, since it is the CA that has compiled the unclear provision/request in the tender dossier. Based on the above, we assess that the complaining claim is well-founded.

Claim no. 2 Complaining EO claims that “EO declared winner by CA for this tender KOTECH has offered in catalog A1-A15 (pages 24 & 25 of their catalog) a datasheet of LPR camera JVS-N819-LPR - Jovision Technology Co., Ltd., without permission and authorization of the manufacturer.

At the end of the datasheet it is clearly seen: Note: Design and specifications may change without notice. Under no circumstances, this document should be reproduced, distributed or changed partially or completely without the formal authorization of Jovision Technology Co., Ltd.

Given the fact that Jovision Technology Co., Ltd. is our business partner and only ARMAKOS LLC has been authorized for this tender by them, this makes it even clearer that the CA has not made the proper assessment and the elimination of KOTECH for misuse and false declaration.

The fact that EO KOTECH has used a The datasheet where the manufacturer prohibits its use without its authorization and the manufacturer as our partner has authorized our company for this tender, refutes the CA's claim that they did not request a special authorization for the LPR camera.

Summary: In the bid catalog of EO KOTECH is presented: datasheet of JVS-N819-LPR of the manufacturer Jovision Technology Co., Ltd.

But: It has not presented Manufacturer Authorization. It has not presented proof of the official distributor. It has not presented a contractual relationship with the manufacturer and without these covers, the use of this datasheet is strictly prohibited by the manufacturer.

**ARMAKOS HAS EXCLUSIVE AUTHORIZATION.**

ARMAKOS in the bid file has presented authorization from the manufacturer JOVISION for this tender.

This fact creates a clear legal situation: "Only one EO has the real right to supply.". After analyzing the bid of the EO recommended for the contract, from the authorizations of the various manufacturers that the EO has offered, we have not found authorization from the manufacturer Jovision for the product "JVS-N819- LPR". Based on the above, we assess that the complaint claim is founded.

***-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. In this way, it has been found that the Contracting Authority has not acted in accordance with the legal provisions on public procurement and the requirements of the tender dossier regarding the procurement activity "Supply of Laura and their parts in government buildings" with procurement no.: "214-25-7284-1-1-1

In this procurement procedure, the Review Panel has found that in the concrete case it is not disputed that the complaining EO nor the recommended EO have submitted a responsive bid. In this context, the PS finds that the complaint should be approved as partially grounded, however, the PS has not found legal support to return the CA's decision regarding this procurement activity for re-evaluation and has also not found legal support to decide that the Contracting Authority's Decision remains in force.

Regarding the first claim submitted by the complaining EO in this complaint, which is related to the reason for its elimination, according to which the CA has found that the complaining EO has not provided tender security for the period of 120 days, as requested in the tender dossier, but only for 90 days, the Review Panel assesses that from the analysis of the FDT it is found that in this case a technical error was made by the Contracting Authority, which is considered irreparable, since the CA has determined two different standards regarding the validity period of the tender security. Specifically, it has been requested that the amount of the tender security be 3,000.00 euros with a validity of 120 days, while at the same time a valid period of 90 days (or months, according to the unclear wording in the document) has been described.

The RP assesses that this discrepancy constitutes a fundamental inaccuracy in the tender documents, which violates the principles of equality and transparency in the procurement procedure and cannot be corrected.

In accordance with the legal provisions of Article 62 of the Law on Public Procurement, the Contracting Authority had to cancel this procurement activity, because a violation of the law occurred in the procedure, which cannot be corrected. According to this provision, the Contracting Authority must terminate the procurement activity without awarding a contract in cases where such an irreparable violation is established.

The evaluation panel, in accordance with its independent assessment in accordance with Article 105, taking into account the requirement of Article 104, paragraph 1, of the cited Law, according to which, quoted: “The procurement review procedure shall be implemented and carried out in a prompt, fair and non-discriminatory manner, aiming at the fair, lawful and effective resolution of the case...” and in accordance with Article 1, of the LPP, according to which, the purpose of this Law is, inter alia, quoted: “...to ensure the integrity and accountability of public officials, civil servants and other persons who carry out or are involved in a procurement activity by requiring that the decisions of such individuals and the legal and factual basis for such decisions are not influenced by personal interests, are characterized by non-discrimination and a high degree of transparency and are in accordance with the procedural and substantive requirements of this Law”. Therefore, the Review Panel based its findings on the relevant provisions of the LPP, which foresee and regulate such situations that may arise during a procurement activity.

### **President of the Review Panel**

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**Mrs. Kimete Gashi**

### **Legal advice:**

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

Decision to be submitted to:

1x1 CA – MINISTRY OF INTERNAL AFFAIRS;  
1x1 EO – **ARMAKOS SH.P.K.**;  
1x1 Archive of the PRB

