



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

Psh. No.272/26

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 (Law No. 04/L-042, supplemented and amended by Law 04/L-237, Law 05/L-068, supplemented and amended by Law 05/L-092) composed of Batisha Ibrahim, Isa Hasani and Vedat Poterqoi - Review Panel deciding upon the complaint of EO Komtrejd Distribucija DOOEL, against the Decision to award a contract or a design competition regarding the procurement activity “Supply of Microsoft Licenses for IRK and Education” with procurement number 214-26-827-1-1-1, initiated by the contracting authority (CA) - MINISTRY OF INTERNAL AFFAIRS, on the 17/06/2026 has issued this:

DECISION

1. Refused, as ungrounded the complaint of the EO Komtrejd Distribucija DOOEL with no. 2026/0272, dated 27/04/2026, regarding the procurement activity “Supply of Microsoft Licenses for IRK and Education”, with procurement number 214-26-827-1-1-1, initiated by the contracting authority -MINISTRY OF INTERNAL WORKS..
2. Remains in force, B58 Notice on the Decision of the Contracting Authority - MINISTRY OF INTERNAL AFFAIRS for the procurement activity “Supply of Microsoft Licenses for IRK and Education”, with procurement number 214-26-827-1-1-1.
3. In accordance with Article 31, point 5, of the Rules of Procedure of the PRB, the complaining economic operator shall be confiscated the complaint fee in the amount deposited upon filing the complaint, while the funds shall be transferred to the Budget of the Republic of Kosova.

REASONING

-Procedural facts and circumstances -

On the 26.02.2026. THE MINISTRY OF INTERNAL WORKS, acting in the capacity of the Contracting Authority, has submitted the Contract Notice, for the procurement activity “Supply of Microsoft Licenses for IRK and Education” with procurement no.: "214-26-827-1-1-1".

The contracting authority has implemented an open procedure, type of contract: supply, estimated value of the contract 16,847,075.20 €.

On 08.04.2026. MINISTRY OF INTERNAL WORKS, acting in the capacity of the Contracting Authority, has submitted the Notice on the decision of the CA (B58), against the notice for award of the contract where GOE “Infosoft Systems SHPK: Infosoft Systems SH.P.K., Tirana was recommended for contract.

On the 14.04.2026, the complaining EO has submitted a request for review where on 16.04.2026 the CA has rejected as unfounded the request for review.

On the 27.04.2026, EO Komtrejd Distribucija DOOEL filed a complaint with the PRB, which was recorded under protocol number 2026/0272 against the contract award notice.

-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 Komtrejd Distribucija DOOEL are presented as follows:

COMPLAINT against the Decision of the Ministry of Internal Affairs dated 16.04.2026 on the Request for review Addressed to: PROCUREMENT REVIEW BODY Complainant: Kometrejd Distribucija DOOEL Skopje CONTRACTING AUTHORITY: Ministry of Internal Affairs PROCUREMENT ACTIVITY: “Supply of Microsoft Licenses for IRK and Education”

INTRODUCTION

Through this complaint, the decision of the Ministry of Internal Affairs dated 16.04.2026 is contested, by which the request for review was rejected, due to essential procedural violations, lack of substantive reasoning, failure to address decisive claims, violation of the principle of equality before the law, misinterpretation of the right to an effective legal remedy, as well as the

merely formal and not substantive application of public procurement provisions, including the unjustified application of the concept of “national security”.

REASONING

The contested decision is a typical example of formal decision-making, which does not meet the Minimum standard of reasoning required in public procurement procedures and administrative Law in general. The contracting authority has not conducted a genuine review of the Complainant’s claims, but has merely rejected them in a general and declarative manner, without providing any concrete factual or legal analysis. Such a decision constitutes an essential procedural violation, as the lack of reasoning makes it impossible to review its legality and directly infringes upon the rights of the party.

In this context, the reference to the principle of equality before the law remains entirely formal and unsupported. The contracting authority has declared that this principle has not been violated; however, it has provided no reasoning as to how equal treatment among economic operators has been ensured. On the contrary, the circumstances themselves indicate differentiated and discriminatory treatment, as the complainant has been classified as a “risk to national security”, while other operators, under identical factual and documentary conditions, have not been subjected to such an assessment. The absence of any comparative analysis and any justification for this distinction renders this approach arbitrary and in direct contradiction with the fundamental principles of public procurement.

Particularly problematic and legally unacceptable is the unjustified use of the concept of “risk to national security”. This is a concept of extraordinary legal weight, which by its nature requires a high standard of reasoning and support by concrete and verifiable facts. However, in the challenged decision, this concept has been used merely as a formal label, without any concrete explanation, without identification of factual circumstances, and without presentation of evidence that would justify such a serious finding. Such an approach not only contradicts the principles of reasoning of administrative decisions, but also constitutes misuse of an exceptional exclusionary ground, rendering the decision fundamentally unlawful.

It is important to emphasize that the tender dossier explicitly requires the successful bidder to establish a legal entity in Kosovo and to employ local staff. In light of this, there is no reasonable basis for security concerns, particularly considering that the subject matter of the contract is limited to the supply of Microsoft licenses. Any activities performed at the end-user level will be carried out by locally employed personnel, who will, in any event, be bound by duly executed Non-Disclosure Agreements (NDAs). Furthermore, the proper execution of the contract is secured by a substantial bank guarantee (amounting to 10% of the contract value, or as otherwise specified in the tender documents). Accordingly, the reasoning provided by the first-instance authority appears to be largely unfounded and unsupported by the factual and legal circumstances of the case.

The involvement of a certified partner of Microsoft in the implementation of a public contract for Microsoft licenses does not, in itself, pose a risk to national cybersecurity. Such partnerships are a standard global practice, while the infrastructure, systems, and ultimate control remain under Microsoft and the contracting authority.

Furthermore, the decision fails to address the complainant's claims regarding compliance with the tender dossier criteria. The complainant has argued that all requirements have been fulfilled and that in some elements it has even been more advantageous than the winning economic operator; however, these claims have not been reviewed at all. The absence of such an assessment demonstrates that the contracting authority has not exercised its discretion in a lawful and objective manner, but has instead taken a predetermined decision without analysis of the offers.

Likewise, the claim regarding the entry of the winning economic operator into a consortium in violation of procurement rules has been completely ignored. This is an essential element that directly affects the legality of the procedure, and failure to address it constitutes a serious violation of the obligation to fully examine the case.

Regarding the right to an effective legal remedy, the contracting authority has made a fundamentally incorrect interpretation by reducing this right to the mere formal existence of the possibility to submit a request for review. The complainant has not contested the existence of this remedy, but rather its effectiveness in circumstances where the initial decision lacks reasoning. Without clear reasoning, the party cannot understand the basis of the decision and cannot challenge it effectively, which means that the constitutional right has not been respected in substance, despite its formal existence.

Finally, the reference of the contracting authority to Article 19 of the Public Procurement Regulation does not find real application in this case. In order to apply this provision, it is required to identify the risk concretely, present evidence, and provide clear reasoning of the link between the facts and the legal basis. None of these elements are present in the challenged decision. Consequently, this provision has not been applied, but has merely been used as a formal reference to cover the lack of reasoning, which makes the decision even more vulnerable from the perspective of legality.

Overall, the challenged decision represents a combination of essential procedural violations and arbitrary assessment of facts, failing to meet even the minimum standards of fair decision-making in the field of public procurement. Therefore, based on the above stated facts in this complaint, we submit before the PRB the following:

PROPOSAL

- I. To approve the complaint as well-founded, to annul the decision of the Ministry of Internal Affairs dated 16.04.2026, as well as the decision on the award of the winning economic operator, and to order a full and lawful re-evaluation of the procurement procedure; or subsidiarily
- II. To annul the challenged decision and remand the case for reconsideration to the contracting authority, with the obligation to issue a reasoned decision based on facts and in compliance with the principles of public procurement.

Response to the request for review:

The Ministry of Internal Affairs-PPO, after receiving the Request for Review, has reviewed the validity of all the claims of the complaining party and finds that:

-With regard to the claim of the Economic Operator for violation of Article 24 of the Constitution (Equality before the law), the Contracting Authority considers this claim unfounded and unsubstantiated. The procurement process was conducted in full compliance with the fundamental principles of public procurement, including equal treatment, non-discrimination and transparency. All economic operators were treated on the basis of the same criteria and requirements previously defined in the tender dossier. The elimination of the Economic Operator was not made in an arbitrary or discriminatory manner, but as a result of an objective assessment of the fulfillment of the requirements, especially those related to cybersecurity and the provision of services in public institutions.

Regarding the claim for violation of Article 32 of the Constitution (Right to effective legal remedies), the Contracting Authority-POP emphasizes that the decision for elimination contains sufficient, clear reasoning and based on the relevant legal provisions, specifically in Article 19 of the Public Procurement Regulation. The decision of the CA-MIA identifies the legal basis for the elimination and explains the risk identified in the context of security and access to public institutions. This has enabled the Economic Operator to fully understand the reasons for the elimination and to effectively exercise its right to appeal, which is also evidenced by the very submission of this request for review. Therefore, the claim for lack of effective legal remedies is contradictory in itself and does not stand, since the legal mechanisms have been respected and are at the disposal of the Economic Operator. Consequently, the Contracting Authority assesses that there is no violation of Article 24 and Article 32 of the Constitution of the Republic of Kosovo.

The elimination of the Economic Operator was made in full compliance with the provisions of Article 19 of the Public Procurement Regulation No. 002/2024, namely paragraphs 19.7, 19.8 and 19.9, which allow the exclusion of economic operators in cases where there are reasonable risks related to security, integrity, reliability and the protection of the public interest.

The tender dossier required not only the supply of licenses, but also the provision of technical support services for Microsoft products and solutions, by licensed experts, at a price per working hour. This requirement substantially expands the nature of the contract from supply to direct provision of services within public institutions. As a result, the selected economic operator will have access to state information systems and operational platforms, interaction with potentially sensitive and confidential data, presence and activity in institutions that can be classified as critical state infrastructure.

In this context, the Contracting Authority has been obliged to implement increased standards of care in accordance with the legislation on cybersecurity and protection of information systems in the Republic of Kosovo. Based on this, during the evaluation process, the commission has rightly decided to eliminate your bid and has concluded that the Economic Operator does not guarantee secure management of access to state systems and does not meet the necessary security standards for operation in highly sensitive institutional environments according to the legal regulation on protection and security applicable in the Republic of Kosovo.

In accordance with Article 19.7 and 19.9, the Contracting Authority has the right to exclude an economic operator where there is a reasonable risk to national security, information security or the functioning of public institutions, even in the absence of a proven infringement, but on the basis of a risk assessment. The allegations presented in the request for review do not substantially address this dimension of the contract and do not provide new evidence that would eliminate these identified risks. Consequently, they remain declaratory and insufficient to change the decision.

As regards the allegations of unequal treatment and lack of transparency, the Contracting Authority stresses that the criteria were set out in advance in the tender dossier, all economic operators were assessed on the same basis and the decision was taken on the basis of a professional and proportionate risk assessment. Also in the tender dossier of Annex 1, information is provided that during the bid evaluation and contractor selection phase, the Contracting Authority will take into account paragraphs 19.7 - 19.8 and 19.9 of Article 19 of the Public Procurement Regulation No. 002/2024. The Contracting Authority has a legal and institutional obligation to protect the public interest, the security of state systems and the integrity of data, especially when the contract includes access to critical infrastructure and operational services within institutions.

In the absence of convincing evidence from the Economic Operator that would guarantee the elimination of these risks, the decision to eliminate is fair, proportionate and in full compliance with the legislation in force. The Ministry of Internal Affairs-ZPO, after receiving the request for review, has reviewed the validity of all claims of the complaining party; all of which are mentioned above.

Based on Article 111 paragraph 5 in conjunction with Articles 113 and 114 of the LPP, the Procurement Review Body on 29.04.2026 authorized the review expert to conduct the initial review of the file and claims under the complaint with no. 2026/0272, while on 06.05.2026 the review expert's report with no. 2026/0272, 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 rejected as unfounded and that the decision of the CA remain in force.

The expertise report has been duly accepted by all procedural parties. The CA has agreed on the recommendation of the review expert's report, and the EO has not agreed on the review expert's report.

The review panel has assessed that the conditions have been met to decide on this case without a hearing in accordance with Article 24 paragraph 1 of the Rules of Procedure of the PRB, taking into account that the claims of the parties and their submissions, the evidence and the review expert's 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 EO Komtrejd Distribucija DOOEL., the review expert through report no. 2026/0272 has assessed as follows:

RESPONSE TO THE COMPLAINING CLAIMS OF THE COMPLAINING EO

Responses of the professional review expert to the complaint claims of the complaining EO

The professional review expert, after receiving the authorization to review the complaint and the complaint claims of the complaining EO, has downloaded and analyzed the tender dossier together with the accompanying documentation, as well as the dossiers submitted by the competing EO and all notifications and decisions related to this public procurement activity.

In the capacity of a review expert, taking into account the responsibilities arising from the LPP, I have reviewed in detail the Tender Dossier, Annex 1, the clarifications provided during the procedure, the Notice of the CA's Decision, the request for review, the CA's response to the request for review and the complaint of the complaining EO addressed to the PRB, and I hereby present my professional clarifications and recommendations to the PRB Review Panel, focusing on the complaining EO's claims, the reasoning of the Contracting Authority and the documentation on which this public procurement procedure was developed and conducted.

The review expert explains to the PRB Review Panel that the CA, through this procurement activity, seeks to conclude a framework contract with an EO or Group of EOs, to be supplied with Microsoft licenses and products for public institutions and for education, including Microsoft 365, Office, Windows Enterprise, Core CAL, Exchange, SharePoint, SQL Server, Windows Server, System Center, Azure DevOps, Teams, Copilot and other similar products, for the institutions of the Republic of Kosova and for education.

These licenses are used for institutional communication, user management, emails, servers, databases, operating systems, digital collaboration and general functioning of the IT infrastructure of the institutions of the Republic of Kosova.

In addition to the supply of licenses, Annex 1 also provides for technical support for Microsoft products and solutions, according to the needs of the institutions, by Microsoft-licensed experts, with 300 hours for one year and 900 hours for three years. So, we are not only dealing with the purchase of licenses, but also with technical support in state systems.

Given the nature of the products and services required, this activity is directly related to the functioning of the information systems of public institutions, including official data, institutional communications and systems of operational importance. Therefore, the evaluation of the offers cannot be limited only to price, but must also take into account the compliance with the dossier, the reliability of the economic operator and aspects related to security and public interest.

According to the opening minutes of 16.03.2026, two offers were submitted for this procurement activity:

GOE Infosoft Systems SHPK; Infosoft Systems SH.P.K., Tirana, total offer value: EUR 16,769,481.84.

Komtrejd Distribucija DOOEL Skopje, total bid value: EUR 16,747,658.61.

From here we notice a difference between the bids of EUR 21,823.23, so the bid of the GOE proposed to be awarded the contract is higher. However, although in this activity the award criterion is the responsive tender with the lowest price, this criterion is taken into account only if the bid is responsive and there are no legal, administrative or technical reasons that make it unacceptable to the CA.

It should be noted that, during the conduct of this public procurement procedure, the CA has acted in every phase in accordance with the LPP, by publishing clarifications, responding to requests for clarification and review, as well as by suspending the activity in two cases, all in accordance with the LPP, within the legally prescribed deadlines and by treating all stakeholders without discrimination and as equals.

The complaining EO, in the complaint submitted to the PRB, claims that the CA's decision is formal, unreasoned, that the decisive claims have not been addressed, that equality between economic operators has been violated and that the concept of "risk to national security" has been used unreasonably.

After reviewing the documentation, I assess that these claims cannot be accepted isolated from the real nature of the contract, since this activity is not only related to the simple purchase of licenses, but includes the supply of Microsoft products for public institutions and education, as well as technical support for Microsoft products and solutions by licensed experts, according to the needs of the institutions. Annex 1 also expressly provides for the position of technical support, with 300 hours for one year and 900 hours for three years.

In this sense, the complaining EO's claim that we are dealing only with software licenses does not reflect the scope of the contract. Technical support, depending on the needs of the institutions, may be related to configuration, assistance, technical intervention and, most importantly, access to institutional environments for handling systems used by the state authorities of Kosova. Therefore, the CA's assessment of reliability, security, control and potential risk cannot and should not be considered unnecessary or outside the scope of the procurement.

In the notification of the CA's decision, the complaining EO was notified that it had been eliminated due to administrative inadmissibility and for reasons related to the security of information systems and networks, the protection of sensitive and confidential data, the integrity and reliability of the economic operator, the ownership and control structure, the involvement of third parties in technical support for Microsoft products and the possibility of access to systems

of vital state importance.

From the documents reviewed, it is noted that the CA has provided justification regarding the nature of the contract, the inclusion of technical support, potential access to institutional systems, data protection and the reasonable risk to the security of public systems. This justification may not be extended to every technical detail, but is directly related to the object of the contract and the responsibility of the CA to prevent the risk before it materializes. For this reason, the claim that the decision is entirely formal does not stand and is unfounded.

The other claim of the complaining EO relates to the use of the concept of “national security”. This claim should be treated with caution, because it is not necessarily required that the CA prove a specific damage or incident. In contracts affecting information systems, institutional data and technical services, the assessment is made on the basis of the reasonable risk and the potential for impact on the security, integrity and functioning of institutions. For this reason, the CA's decision to take security aspects into consideration cannot be considered unlawful simply because the complainant disagrees with the weight that the CA has given to this risk.

Regarding the complaint allegation that the CA did not address the claim for the winning economic operator and its participation in the group, it results from the documents of this activity that the CA requested clarifications from the GOE proposed for contract award regarding certain issues of the bid, including the USD-EUR index/exchange rate according to the CBK and the issue of invoicing by group members. The requests for clarification dated 30.03.2026 and 31.03.2026 show that the CA has undertaken actions for verification and clarification during the evaluation, therefore at no time has it acted in a passive or predetermined manner.

During the review of the complaint claims, my attention as a review expert was particularly drawn to the fact that the CA, in its reasoning, referred to paragraphs 19.7, 19.8 and 19.9 of Article 19 of the Public Procurement Regulation, which relate to technical specifications, cybersecurity, digital products, suppliers, subcontractors and potential sources of risk in contracts affecting information technology. This reference did not seem to me to be accidental and, for this reason, I considered it necessary, in addition to analyzing the tender documentation and the complaint claims, to also verify public sources regarding the profile and structure of the complaining EO.

From the official website of Comtrade Distribution DOO it results that the complaining EO Komtrejd Distribucija DOOEL Skopje is the unit of Comtrade Distribution DOO for North Macedonia, with address Kiro Gligorov Boulevard 13, 1000 Skopje. The same website also lists Comtrade Distribution d.o.o. Beograd, with address Bulevar Zorana Dindica 125i, 11000 Belgrade, as part of the same network: <https://www.comtradedistribution.com/contact/>.

At the group level, the official website of Comtrade presents Veselin Jevrosimovic from Belgrade as Founder & President of Comtrade Group, while the official website of Comtrade Distribution presents him as Chairman of the Board - Comtrade Group and as Owner and Chairman of the Board of Comtrade Group: <https://www.comtrade.com/leadership/veselin-jevrosimovic/>.

So, Comtrade Group - Serbia is the owner of the units, while Veselin Jevrosimovic is the owner of the group of companies.

This information is directly related to the position of the CA in the award decision and in the response to the request for review, where the CA referred to the risk to the security of systems, information networks, sensitive data, the ownership and control structure, as well as the possible involvement of third parties in technical support for Microsoft products. Therefore, taking into account the above, the reference of the CA to paragraphs 19.7, 19.8 and 19.9 of the Public Procurement Regulation cannot be treated as a formal or incidental formulation. On the contrary, it is related to the obligation of the CA to, in procurements affecting information technology, digital products, software, services, suppliers and subcontractors, take into account cybersecurity, the source of supply, the control structure and the potential risk to public institutions of the Republic of Kosova.

In conclusion, from a professional perspective, the research on the profile and ownership structure of the complaining EO strengthens the CA's reasoning that, in this procedure, it was not sufficient to look only at the lowest price. The CA had reasonable grounds to also assess the reliability, control, structure, supply chain and potential risk related to the implementation of the contract.

In the specific case, the procurement object is related to systems and products used by public institutions, while the technical support component creates a real possibility for the economic operator or the persons engaged by it to have a technical role in institutional environments. Therefore, the CA's assessment of the risk is not abstract, but is related to the nature of the contract and the CA's obligation to protect the public interest, the security of institutional systems and data.

As a conclusion of this expertise, the review expert concludes that, even though the offer of the complaining EO has being at a lower price, CA had the right and obligation to evaluate, in addition to the price the nature of the contract, the inclusion of technical support, potential access to institutional systems, data protection, reliability of the economic operator and reasonable risk for public interest.

- Findings of the Review Panel –

The Review Panel, having analyzed the documents of this case and the actions taken by the parties, their statements and the evidence administered during the course of this procurement activity, considers that the findings of the review expert and his opinions are acceptable and that the Review Panel rightly took into consideration his Report when making the decision.

In the specific case, from the report of the review expert, the evidence presented by the complaining economic operator, the documents of the tender dossier and other evidence of the case, it has been found that the complaining claims are unfounded. Based on the factual situation established above, the Review Panel in this procedure has given full confidence to the findings

and recommendations in the report of the review expert. Consequently, the Review Panel has found that the claims of the complaining economic operator are unfounded.

Consequently, the Review Panel has decided to remain in force B58 “Notice on the decision of the Contracting Authority”- MINISTRY OF INTERNAL AFFAIRS, regarding the procurement activity entitled: “Supply of Microsoft Licenses for IRK and Education”, with procurement number 214-26-827-1-1-1, if there is no other complaint about this activity.

-Conclusion-

The Review Panel emphasizes the fact that Contracting Authorities are obliged to ensure that public funds and public resources are used in the most economical manner, while taking into consideration the purpose and subject matter of the procurement, as provided for in Article 6 of the LPP, the contracting authority should also take into consideration Article 1 of the LPP, since it is known that the purpose of this law is to ensure the most efficient, most transparent and fair way of using public funds and resources.

The Review Panel also evaluates as provided for in Article 24, paragraph 2. The contracting authority shall be responsible for ensuring that all procurement activities of such contracting authority are executed in full compliance with this law” and Article 59, paragraph 1. The contracting authority shall establish an Evaluation Committee for the examination, evaluation and comparison of bids. All members of the Evaluation Committee shall take full individual responsibility for the evaluation of the bid. Upon the commencement of the implementation of electronic procurement, the PPRC shall issue secondary legislation on this matter”.

The Review Panel has decided in accordance with the legal competences within the meaning of Article 104, paragraph 1, in conjunction with Article 103, Article 105 and Article 117 of the LPP to implement 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.

From what was stated above, it has been decided as in the provision of this decision.

President of the Review Panel

Mrs. Batisha Ibrahim

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 – **Komtrejd Distribucija DOOEL;**

1x1 Archive of the PRB