

PROCUREMENT REVIEW BODY

According to Article 109 of Law No.04/L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented with the law No. 04/L-237, law No. 05/L-068 and law No.05/L-092

A complaint against the: **MINISTRIA E PUNËVE TË BRENDSHME, Rr: “Luan Haradinaj”, pn, ndërtesa qendrore e MPB-së, kati II, zyra 204, Prishtinë, Kosovë, - PRISHTINË**

For the procurement activity No. of PA: **214-26-827-1-1-1**

Regarding the tender for '**Supply Microsoft Licenses for IRK and Education**'

COMPLAINT

1. Complainant's* identification

Write full name of your company	Komtrejd Distribucija DOOEL
NUI	4030007644770
Address	bul. Kiro Gligorov 13
Place	Skopje
Postal Code	1000
Phone number	+38971330708
Full name of the representative of your company	Dejan Dimov
Electronic address	mirko.trajkovski@comtrade.com
Date of submission of the complaint	27/04/2026

**Complainant shall mean an interested party filing a complaint.*

2. Lawyers identification

The complainant may file a complaint by himself or by his Lawyer. If the complaint is filed by his Lawyer, then the authorisation of the representative must be attached with the PROCURE.

Write information as follows:

Name of lawyer	Apolona Syla
Full address	address: Rruga B, Prishtine
Phone number	044 900 658

Fax number

n/a

Electronic address

apolonasya@gmail.com

3. Information on procurement activity

Write a short description regarding the date and place where the "Contract Notice" or "Design Contest Notice" has been published and, if applicable, "Contract Award Notice", "Design Contest Results Notice, or "Cancellation Notice for the Procurement Activity", deadline for tender submission, date and time of commencement of Tender Opening process, and contract award criteria.

The complaint concerns the following groups:

'Supply Microsoft Licenses for IRK and Education'

Supply Microsoft licenses for IRK and Education

4. Process of Tender Opening, if applicable

Have you participated in the process of Tender Opening? If yes, specify briefly the process of Tender Opening.

Yes

No

5. Notification to Eliminated Tenderers, if applicable

Have you been notified in writing regarding your elimination from further competition in the procurement activity?

Yes

No

6. Preliminary settlement of disputes

Have you addressed request for review to CA regarding the reasons of your elimination?

Yes

No

If yes, provide details on this fact and attach a copy of the decision adopted by the CA during the preliminary settlement of disputes in accordance with Article 108A of the PPL
On 14.04.2026, we submitted a request for review, which was rejected as unfounded

7. Violated provisions by Contracting Authority

Specify provision or provisions of the PPL that have allegedly been violated by the Contracting Authority from the moment of Contract/Design Contest Notice publication, and if applicable until the conclusion of this procurement activity with the Publication of Contract Award Notice or Design Contest Result Notice or Cancellation Notice.

Based on the Law on Public Procurement of the Republic of Kosovo, No. 04/L-042, as amended and supplemented by Law No. 04/L-237, Law No. 05/L-068 and Law No. 05/L-092, the economic operator Komtrejd Distribucija DOOEL Skopje hereby

submits a complaint regarding the tender “Supply of Microsoft Licenses for IRK and Education” with procurement number 214-26-827-1-1-1.

*** According to the Article 118 of the PPL, PRB shall reimburse your fee if the complaint is approved as grounded. The PRB may require an additional penalty of up to 5,000 Euro in cases where the PRB determines that all or whichever of allegations set forth in such complaint was frivolous, false or misleading.*

8. Detailed declaration on the facts and arguments

Describe factual circumstances that provide allegation for violation of the PPL provisions. Provide clear and detailed declaration for the facts and arguments that invoke each base of your complaint.

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.

9. Material damages

Describe the manner how alleged violation has caused, or threatens to cause material damage to the complainant, if claims for compensation are included

750000 EUR

10.. List of attached documents (proofs)

If applicable, attach to the Complaint the documents listed below:

- a) a copy of the publication for the “Contract Notice” or “Design Contest Notice”*
- b) a copy of the publication for the “Contract Award Notice” or “Design Contest Result Notice” or “Cancellation Notice”.*
- c) a copy of the letter of the elimination of the tenderer/candidate/ letter to unsuccessful tenderer/ letter of non-qualification.*
- d) a copy of the minutes of the public tender opening, iff applicable,*
- e) attach a copy of the decision adopted by CA during the previous dispute settlement in accordance with Article 108A of the PPL*
- f) proof of payment of the appeal fee in accordance with Article 118 of the PPL, and*
- g) all your correspondences with the contracting authority including e-mails and every written information in relation to this procurement activity, and with every allegation submitted in the complaint.*

****According to section 111.2 of PPL, the complainant, shall file the original of the complaint to the PRB and simultaneously, a copy to the Contracting Authority by the most rapid means possible.*