



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

Psh. No.364/26

The Review Panel, appointed by the Acting Chairman of the Procurement Review Body (PRB), based on Article 105, 106, and 117 of the Law on Public Procurement of the Republic of Kosova (LPP) composed of Batisha Ibrahim, Kimete Gashi-Brajshori and Vedat Poterqoi, deciding upon the appeal of the Economic Operator (EO) TETRONIKS L.L.C., against the Decision to cancel the procurement procedure of the MINISTRY OF INTERNAL AFFAIRS in the capacity of the Contracting Authority (CA) regarding the procurement activity Supply of service cameras and maintenance of security equipment and cameras in government buildings with procurement number 214-25-1747-1-1-1, on the 17/07/2026 has issued this:

DECISION

1. The administrative review process initiated upon the complaint of the economic operator ‘‘TETRONIKS’’ L.L.C. with no. 2026/0364, dated 05/06/2026, regarding the procurement activity entitled ‘‘Supply of cameras, servicing and maintenance of security equipment and cameras in government buildings’’, with procurement number 214-25-1747-1-1-1, is concluded. (Outside the jurisdiction).
2. The complainant regarding these actions of the CA regarding the cancellation of the procurement activity in violation of the law, may address the Competent Court for the protection of his/her rights.
3. The funds deposited in the name of the tariff fee for filing the complaint are returned to the account of the Economic Operator.

REASONING

-Procedural facts and circumstances –

On the 13.03.2025, the MINISTRY OF INTERNAL AFFAIRS, acting in the capacity of the Contracting Authority, has submitted the Contract Notice, for the procurement activity "Supply of cameras, servicing and maintenance of security equipment and cameras in government buildings" with procurement no.: "214-25-1747-1-1-1".

The contracting authority has implemented an open procedure, type of contract: supply, estimated contract value: 600,000.00 €.

On the 21.05.2026 the MINISTRY OF INTERNAL WORKS acting in the capacity of the Contracting Authority, has published the Notice on Cancellation (B10), where the activity has been canceled.

On 21.05.2026 the CA has published B10 Notice on the cancellation of the procurement activity

On the 26.05.2026, the complaining EO has submitted a request for reconsideration where the CA has not provided a response.

On the 05.06.2026, the EO TETRONIKS L.L.C., has submitted a complaint to the PRB, which has been recorded with protocol number 2026/0364, attacking the Decision cited above of the CA, against the cancellation of the activity.

-On the preliminary review phase-

The PRB administration has determined that the complaint, after analysis by the reception office in accordance with Article 13, 14 and Article 17 of Regulation No. 01/2020, as well as based on Article 109 of the LPP, according to which, against any decision taken by the CA, any interested party may file a complaint with the PRB, after conducting a preliminary procedure for resolving the dispute in accordance with Article 108/A of this law. Also, the complainant has the status of an interested party in the sense of Article 4 par. 1.26 of the LPP, while the complaint contains the essential elements provided for in Article 111 of the LPP, which means that it meets the conditions provided for in the sense of the cited legal provisions and falls under the competences of this PRB body. Regarding this complaint, after analysis by the receiving office in accordance with Article 13, 14 and Article 17 of Regulation No. 01/2020, as well as based on Article 109 of the LPP, according to which against any decision taken by the CA, any interested party may file a complaint with the PRB, after conducting a preliminary procedure for resolving the dispute in accordance with Article 108/A of this law. Also, the complainant has the status of an interested party within the meaning of Article 4 par. 1.26 of the LPP, while the complaint contains the essential elements provided for in Article 111 of the LPP, which means that it meets the conditions provided for in the sense of the cited legal provisions and falls under the competences of this PRB body, however, the Review Panel considers that the complaint submitted is in violation of Article 10, paragraph 3 of the LPP.

The claims of the complaining economic operator TETRONIKS L.L.C. are presented as follows:

On the 25.04.2025, the tender was submitted to the E-Procurement platform, while B12 The Minutes of the Tender Opening were uploaded on the same date at 15:19.

On the 20.06.2025, we received from the CA the standard letter for the successful tenderer and B58 the Notification of the Contracting Authority's Decision.

Following the request B47 Standard Letter of request for clarification of the tender, we have submitted the required documentation according to the EO eligibility criteria in TD and on 04.07.2025 we received the B08 Contract Award Notice. Our company has been announced as the responsive tenderer with the lowest price and selected for the contract. From this date, the validity of the bid and tender security has been extended several times.

The CA has uploaded the draft contract to the E-Procurement platform on 09.07.2025, which we as the EO have approved.

From this date, the CA has not informed about the time and progress of the contract signing, despite our periodic requests for the signing of the contract.

On 21.05.2026, the CA through the E-Procurement platform sent the B10 Notice for

Cancellation of the procurement activity, with the justification that the conditions according to the requirements of paragraph 2 of Article 26 of the Law on Public Procurement (LPP) were not met.

The procurement procedure was developed and completed in accordance with the Law on Public Procurement, where: the decision to award the contract was taken;

the legal deadlines for complaints have expired;

there is no suspensive decision from the PRB or other competent body; the draft contract was prepared and sent for approval; we as the EO have fulfilled all the required legal and contractual conditions.

COMPLAINT

1. Illegal Cancellation - Violation of Article 62 of the LPP

Article 62 of the LPP allows the cancellation of a procurement activity only before the award of the contract or in narrowly defined circumstances. After the award of the contract, the expiry of the appeal period and the creation of the contract, the cancellation is unlawful. By cancelling it ten months after the award of the contract, the CA acted in direct violation of Article 62 of the LPP.

2. Incorrect application of Article 26 of the LPP

Article 26, paragraph 2, regulates the signatures required for the legal validity of contracts. This Article does not authorize the cancellation of a procurement activity after the award of the contract. By using this provision as a basis for cancellation, the CA has incorrectly applied the law and arbitrarily, in violation of Article 26 of the LPP.

The legal provisions regulating the public procurement procedure do not provide as a legal reason for the notification of the cancellation of the procurement (after the announcement of the winner) the fact of the non-signing of the contract by the Chief Administrative Officer (CAO) or the relevant Minister. In the notification received, the reason for the cancellation is the failure to comply with the requirement of paragraph 2 of Article 26 of the LPP. The CAO or the relevant Minister may refuse to sign the contract only in cases provided for by law, when a legal provision has not been respected, but in this specific case, based on the notification received, it does not result that the same have refused to sign the contract due to the ascertainment of any specific violation of the procurement procedure.

Consequently, the procurement activity was canceled without any reason and without legal basis, in an arbitrary manner, therefore, as such, the notification received is in violation of the Principle of Legality and the Principle of Expectation. The legal provisions regulating the procurement procedure do not give the NAO or the relevant Minister the right to refuse and not sign the public contract in cases where no legal violation is found during the development of the public procurement activity. Therefore, there is no legal provision that enables the CA to cancel the procurement activity when, without any legal reason, the NAO and the relevant Minister do not sign the contract. Therefore, the notification and the decision to cancel the public procurement activity is arbitrary and illegal.

3. Violation of the purpose of the LPP - Article 1

This decision to cancel the procedure, with the aim of blocking the contract without concrete grounds, has violated legal certainty and created legal uncertainty, damaging the integrity of public procurement.

4. Violation of general principles - Article 7 of the LPP

Article 7 of the LPP sets out the guiding principles of procurement: transparency, equal treatment, non-discrimination, proportionality and legal certainty. By delaying the signing of the contract for more than ten months and then cancelling it, the CA has violated:

legal certainty, since the award of the contract and the expectation of its signing created legitimate expectations;

transparency and equal treatment, since the cancellation was not based on any legitimate reason, but on the administrative failure of the CA itself.

We consider that this action constitutes a violation of the principles of transparency, proportionality, equal treatment, exceeding legal authorizations and violating our right as an EO to win, through a legitimate contractual procedure, the public procurement contract.

5. Liability for damages

The inaction of the CA and the arbitrary refusal to sign the contract constitute an unlawful administrative act that has caused damage to us as an EO, creating a basis for compensation for expenses and lost profit according to the provisions of the LMD No. 04/L-077 and the legislation on legal protection in public procurement. As a result of the unlawful cancellation, our company

has incurred expenses and lost the profit that would have been generated from the execution of the contract.

We have requested the CA to take into account the facts and arguments mentioned above, which clearly demonstrate violations of the provisions of the LPP, to cancel the decision of the Notice for Cancellation of the procurement activity and to proceed immediately with the signing of the contract, while the CA has chosen administrative silence, by not responding, in violation of the legal provisions arising from the LPP.

Therefore, we are obliged to proceed further with the pursuit of legal measures, by filing a complaint with the Procurement Review Body, in accordance with Article 108/A of the LPP, requesting the PRB Review Panel to issue a meritorious decision obliging the CA to:

to cancel the notice of cancellation of the procurement procedure;

to order the CA to proceed further and without delay with the signing of the contract.

Based on Article 111 paragraph 5 in connection with Articles 113 and 114 of the LPP, the Procurement Review Body on 10.06.2026. has authorized the review expert to conduct the initial review of the file and claims according to the complaint with no. 2026/0364, while on 19.06.2026 the review expert's report with no. 2026/0364, 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 and recommends that the case be returned for reconsideration.

The expertise report has been duly accepted by all procedural parties. The CA has not responded to the recommendations of the review expert report, while the EO has agreed with the review expert report.

The review panel has assessed that the conditions have been met to decide on this case without a hearing session 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 report of the review expert 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 TETRONIKS L.L.C., the review expert through report no. 2026/0364 has assessed as follows:

Introductory clarification: The complaining EO has filed a complaint with the PRB as a party dissatisfied with the Decision of the CA regarding this procurement procedure. The complaints raised have been reviewed by the review expert and the same, in his opinion, has provided the following response.

Claim 1

“The procurement procedure has been developed and completed in accordance with the Law on Public Procurement, where:- the decision to award the contract has been made- the legal deadlines for appeals have expired- there is no suspensive decision from the PRB or other competent body- the draft-contract has been prepared and submitted for approval- we as the EO have fulfilled all the required legal and contractual conditions. The CA has not informed about the time and progress of the signing of the contract despite our periodic requests for the signing of the contract. After the award of the contract, the expiry of the appeals deadline and the creation of the contract, the cancellation ten months after the award of the contract is illegal, the CA has acted in direct violation of Article 62 of the LPP.”

Response

The review expert regarding the raised claim clarifies the chronology of the progress of this activity:

On the 13/03/2025, the CA published the contract notice for this procurement activity;

On the 25/04/2025, the CA opened the bids by also publishing the minutes of the opening of the tenders;

On the 20/06/2025, the CA published the notice on the decision of the CA through which it is clarified that the contracting authority awards the complaining EO- Tetroniks with a contract;

On the 04/07/2025, the CA published the form B08- Contract Award Notice;

On the 11/07/2025, the CA, through the e-procurement system, sent the draft contract for approval to the complaining EO;

On the 21/05/2026, according to e-procurement, the CA publishes form B10- Notice for the cancellation of the procurement activity through which the authority, ten (10) months after sending for approval of the draft contract, cancels this activity with the justification that we quote: "The reason for the cancellation of the procedure is because the conditions according to the requirements of paragraph 2 of article 26 of the Public Procurement Law have not been met";

We clarify that during this period of ten (10) months from the publication of the draft contract until the publication of the B10 form by the CA, the economic operator has clarified that it has made requests for the signing of the contract several times, but according to them, they have never been informed about the time or progress of the signing of the contract. This is also confirmed through the system where it can be seen that the EO on 21/11/2025 has sent a request for clarification of the delay in signing the contract.

Following this situation, the Contracting Authority only after ten (10) months have passed since the publication of the draft contract has published the notice for the cancellation of this procedure (Form B10) according to the justification given above, where the review expert in his opinion explains that this justification given is not at all clear because it does not indicate exactly the reasons why the conditions under paragraph 2 of Article 26 of the Law on Public

Procurement were not met. Therefore, in our opinion this notice for cancellation does not contain a concrete justification on the existence of any procedural violation, change in the needs of the CA or any other objective circumstance that would justify the cancellation on their part. The CA has not provided any concrete evidence that according to Article 26, paragraph 2 of the LPP, which of the persons included in this paragraph has refused to sign the contract and based on which justification.

In such a case, in our opinion, we assess that the CA in relation to this procurement activity has not sufficiently justified the existence of legal reasons or circumstances that would make it impossible to conclude the contract, already published in e-procurement. Moreover, although the complaining EO on 26/05/2026 has submitted a request for review, this request according to the data in the system does not appear to have been reviewed by the contracting authority and that according to Article 108/A of the LPP, the CA must respond according to the deadline provided for any request for review submitted by economic operators.

On the other hand, if the CA presents concrete written evidence that one or more persons, according to Article 26 of the LPP, refuse to sign the contract for certain legal reasons, then we clarify that in such a case, as a review expert, we do not have the authority to replace the legal discretion of the competent body, nor can we order the signing of the contract if the legal conditions for its conclusion are not met.

- 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 cameras, servicing and maintenance of security equipment and cameras in government buildings” with procurement no.: “214-25-1747-1-1-1”.

The Review Panel, administered all the documents of this case, including the acts and actions of the CA, the complainant's submissions and evidence and the report of the review expert and by analyzing all of them in the general context of this case, has created his/her independent conviction that the complaint of the complaining EO is approved as grounded. In this case, the Panel explains that the expertise report was drafted in a professional manner and the same contains all the complaining statements and the analysis related to them, explaining them specifically in relation to the violated provisions, as required at least by the provision of Article 113 and 114 of the LPP. Consequently, the Review Panel supports the recommendation of the review expert that the complaint of the complaining EO be approved as grounded, the notification for cancellation of the activity be canceled and recommends that the case be returned for re-review.

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 carrying out or 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.

The Review Panel, after reviewing all facts and arguments, has concluded that the CA during the conduct of this procurement activity has not respected the legal provisions of the LPP, so it orders the CA to fully comply with the legal provisions of the LPP during the reassessment of this procurement activity.

Therefore, acting in accordance with the powers cited above and Article 104 paragraph 4 in conjunction with paragraph 1, according to which the procurement review procedure shall be implemented and carried out in a prompt, fair and non-discriminatory manner, aimed at the legal and effective resolution of the case, and referring to Article 117 of the LPP, and in the evidence presented above, the Review Panel decided as in the provision of this decision.

- Findings of the Review Panel -

The Review Panel analyzed the activity in its entirety and according to the data on the e-procurement platform initially the CA published B08 Notice for contract award on the date: 04.07.2025, and then published B10 Notice for cancellation of the procurement activity on the date 21.05.2026, regarding the activity entitled "Supply with cameras, servicing and maintenance of security equipment and cameras in government buildings with procurement number 214-25-1747-1-1-1" for which the CA initiated the open procedure for supply. In the notice for the cancellation of the procurement activity, it is noted that on page 3, section IV.3) it is stated “Reason for the cancellation of the public procurement procedure: A provision in the Public Procurement Law requires the cancellation of the procurement activity”, and V.2) ADDITIONAL INFORMATION it is stated “Reason for the cancellation of the procedure is because the conditions according to the requirements of paragraph 2 of article 26 of the Public Procurement Law have not been met”

The review panel has identified the legal provisions on public procurement that are related to these actions of the CA. Since Article 62 of the LPP quite clearly specifies in which cases the procurement activity can be terminated, as well as the Public Procurement Regulation, Article 43, determines the cases when the procurement procedure can be terminated, while the CA's justification for terminating this procedure, canceling this activity is not provided for in this provision, because the CA is obliged to act in accordance with the legal provisions to verify the legality of each action and these should be verified before the initiation of the procurement activity but also in the later stages, while not at the stage when the contract award notice (B08) is published when the signing of the contract by the parties is expected.

With the publication of the contract award notice (B08), as this procedure initiated by the CA for the Review Panel in accordance with legal provisions, is considered a closed activity as defined in Article 10 paragraph 3, point (i) of the LPP, quote "the procurement activity is considered closed (i) on the date of publication of the contract award notice or the notice on the results of the design competition" and Article 42.4 of the RRPP no. 001/2022. In Article 42.4 of the RRPP no. 001/2022, obliges the CA that, quote: "After the expiry of the time limit for submission and review of complaints in the Notice on the Decision of the CA (B58), the Contracting Authority is obliged to prepare the draft of the contract and sign it within 30 calendar days", as also obliges Article 24, paragraph 2 of the LPP "The contracting authority is responsible for ensuring that all procurement activities of such contracting authority are executed in full compliance with this law".

Therefore, the Review Panel, based on Article 10 of the LPP, in connection with Article 42.4 of the RRPP No. 001/2022, assesses that this matter has been concluded and consequently decided as in point 1 of the operative part. Whereas the complainant may address the competent institutions to exercise his/her right. Therefore, acting on the basis of the fundamental principles of procurement review procedures, which, among other things, are specifically sanctioned by the provision of Article 104 of the LPP and at the same time analyzing the documents of this case in relation to the facts and circumstances described above, and in particular paying due attention to the nature and purpose of the complaint claims, the Review Panel took into consideration all the allegations of the complainant, the acts and actions taken by the CA, the report of the review expert and carefully analyzed all the documents of this case and considers that the review of this complaint falls outside the defined legal authorizations.

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 to implement the procurement review procedure in a prompt, fair, non-discriminatory manner, with the aim of resolving the case legally and effectively. The Review Panel, in accordance with Article 117 of the LPP, and based on the evidence presented above, 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 – **TETRONIKS L.L.C.;**

1x1 Archive of the PRB