



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

Psh. No.377/26

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, Vedat Poterqoi and Kimete Gashi-Brajshori deciding upon the complaint of the Economic Operator (EO) “Hexagon Construction” SH.P.K. against the Decision to annul the procurement procedure of the “Ministry of Internal Affairs” in the capacity of the Contracting Authority (CA) regarding the procurement activity “Re-adaptations of spaces in government buildings” with procurement number: 214-25-3033-5-1-1, on the 20/07/2026 has issued this:

DECISION

1. Approved, as grounded the complaint of the EO “Hexagon Construction” SH.P.K. with no. 2026/0377, dated 09/06/2026, regarding the procurement activity “Re-adaptations of spaces in government buildings” with procurement number: 214-25-3033-5-1-1.
2. The notice of cancellation of the procurement activity is cancelled, while the procurement activity “Re-adaptations of spaces in government buildings” with procurement number 214-25-3033-5-1-1 is returned for re-evaluation.
3. Within 10 days, the CA must inform the PRB of all actions taken regarding this procurement activity, otherwise, the PRB has the right to take measures against the CA for non-compliance with the decision as provided for in the provisions of Article 131 of the LPP.
4. The funds deposited in the name of the tariff fee for filing the complaint are returned to the account of the Economic Operator “Hexagon Construction” SH.P.K.

REASONING

-Procedural facts and circumstances –

On the 05/05/2025, the "Ministry of Internal Affairs" in the capacity of the Contracting Authority has published a Contract Notice regarding the procurement activity entitled "Re-adaptations of spaces in government buildings" with procurement number 214-25-3033-5-1-1.

On the 09/06/2026, the PRB received the complaint from the EO "Hexagon Construction" SH.P.K. with no.0377/2026 regarding the activity "Re-adaptations of spaces in government buildings" with procurement number: 214-25-3033-5-1-1.

-On the preliminary review phase-

The Procurement Review Body has found that the complaint contains all the elements specified in Article 111 of the LPP and as such has been submitted within the legal deadline in accordance with Article 109 paragraph 1 of the LPP after the preliminary procedure for dispute resolution in the sense of Article 108/A of the LPP, by the economic operator that is an interested party according to Article 4 paragraph 1 sub-paragraph 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 "Hexagon Construction" SH.P.K. are presented as follows:

In the framework of the procedure regarding the procurement activity "Re-adaptations of spaces in government buildings", with procurement number 214-25-3033-5-1-1, initiated by the contracting authority - Ministry of Internal Affairs, on 26.05.2026 we have received the notification for the Cancellation of the Procurement Activity (B10). As an interested party in this procedure, we express our disagreement regarding the inactions and illegal actions undertaken by the Contracting Authority regarding the cancellation of the procedure.

General description:

On 10.02.2026, the Contracting Authority - Ministry of Internal Affairs, after the re-evaluation process, published the Notice on the decision (B58), where we were recommended for a contract in the EO NNP "Hexagon Construction" Sh.p.k.

The case was then subjected to the appeal process in the PRB and on 20.04.2026, the Procurement Review Body (PRB) issued the decision with no. 2026/0126, leaving in force the B58 Notice on the Decision of the Contracting Authority - Ministry of Internal Affairs. Even after the decision issued by the PRB, the Contracting Authority has not taken appropriate actions and in accordance with the legal provisions, delaying the process and issuing decisions in contradiction with the PRB decision, canceling the procedure without legal basis.

The Contracting Authority on 10.02.2026, issued the decision no. 2026/0126, leaving in force the B58 Notice on the Decision of the Contracting Authority - Ministry of Internal Affairs.

26.05.2026 has published the notice for the Cancellation of the procurement procedure (B10), a notice which is in complete contradiction with the legal provisions of the LPP.

The justification given by the CA for the cancellation of the procedure is in contradiction with Article 62 of the LPP.

We, as a company damaged by this decision of the CA, have analyzed and presented the facts and legal arguments for the violations committed by

CA during this procedure. In order to claim our legitimate right, we submit a COMPLAINT for the cancellation of the procurement activity by the CA.

The CA, in violation of Article 108/A Preliminary Dispute Resolution, paragraph 6, has not responded at all to the request for review:

Article 108/A Preliminary Dispute Resolution

6. The contracting authority shall review the request within three (3) working days from the date of submission of the application or, where applicable, from the date of receipt of the additional information and documents provided for in paragraph 5 of this Article. The deadline mentioned above, in specific justified cases, may be extended for no more than three (3) additional days, and the complainant shall be informed of this.

Therefore, after all legal deadlines have passed and the CA has not respected Article 108A of the LPP, we submit a complaint to the PRB with the following complaint claims:

Complaint Point 1 - The Contracting Authority, after the PRB Decision of 20.04.2026, no.2026/0126, which Decision has left in force the Notice on the Decision of the Contracting Authority (B58), in order to implement the PRB Decision, should have invited us within 10 days to sign the Contract. Surprisingly, the CA has not implemented the PRB Decision and, moreover, has taken a NEW Decision, Canceling the procurement procedure. Even with this Decision on Cancellation, the CA has not respected the legal provisions provided for by the LPP. Without a DECISION of the Contracting Authority (B58), in which Decision we would be given the opportunity to make a request for review, has made the DIRECT CANCELLATION of the procedure using the form B10 (NOTICE OF CANCELLATION OF THE PROCEDURE). So, in addition to the cancellation being made in contravention of Article 62 of the LPP, the CA has also committed a procedural violation, without respecting the rules for Notification of the CA Decision. According to Article 21 of the Public Procurement Regulation, the CA cannot publish the Notice of Cancellation of the Procedure (B10), without first publishing the Notice of the CA Decision through the form B58. For this, we have submitted the request for review on date: 29.05.2026, to which request for review the CA has not responded at all.

Complaint Point 2 - Unjustified delays and inaction of the Contracting Authority The Contracting Authority, following the final decision of the PRB dated 20.04.2026 (decision 2026/0126), has not taken any concrete action for more than 36 calendar days, exceeding the reasonable deadlines and not providing any legally based justification for the inaction and the delays caused.

With this inaction, the CA has violated the fundamental principles of efficiency, proportionality and fair treatment in public procurement procedures. The unjustified delays have caused considerable financial and organizational consequences for our company.

The inaction of the Contracting Authority following a decision of the PRB constitutes avoidance of legal obligations and inefficient administration of the procurement procedure, directly harming the legitimate interests of the winning economic operator.

Complaint Point 3 - Non-implementation of the final decision of the PRB The Contracting Authority, despite the final decision of the Procurement Review Body which left in force B58 - Notification of the decision of the Contracting Authority to declare our company the winner, has not taken the necessary actions to implement this decision and continue the procurement procedure.

After the completion of all appeal procedures and confirmation of the CA's decision by the PRB, the Contracting Authority was obliged to proceed without delay with the administrative procedures for the finalization of the procedure and the signing of the contract with the winning economic operator. Instead, the CA acted in violation of the legal obligations arising from the PRB's decision and the provisions of the Law on Public Procurement.

Non-implementation of the final decision of the PRB, the principle of legality in public procurement procedures, making the decision of the competent review body practically unenforceable. Non-compliance with the decisions of the PRB and the Cancellation of the Procurement Activity in violation of Article 62 of the LPP, according to Article 97 point h. and point k. is considered a serious violation of the Law on Public Procurement.

Point of complaint 4 - Unlawful Cancellation of the Procurement Procedure

The decision of the Contracting Authority to cancel the procurement procedure was issued in contravention of Article 62 of the Law on Public Procurement and Article 43 of the Public Procurement Regulation, which define in an exhaustive manner the cases when a procurement procedure may be cancelled.

In the specific case, the Contracting Authority has failed to prove the existence of any of the legal circumstances that would justify the cancellation of the procedure after the completion of the appeal procedures and after the final decision of the PRB by which the decision to declare the winning economic operator was left in force.

The justifications provided by the CA regarding the institutional reorganization, the division of the ministry and the establishment of new institutional structures do not constitute a legal basis for the annulment of the procedure, on the contrary, the legislation in force, including: Law_nr.03 L/048 on Public Finance Management and Accountability, Law_nr.10 L-001 on Budgetary Allocations for the Budget of the Republic of Kosovo for 2026, Law_nr.06 L-113 on the Organization and Functioning of the State Administration and Independent Agencies, as well as Regulation (QRK) no.04_2026 on the Areas of Administrative Responsibility of Ministries, clearly determine that in cases of reorganization of institutions, the transfer of competencies and responsibilities is made, as well as the necessary adjustments to the budget and obligations that

are carried out by the successor institution, without interrupting administrative and contractual obligations. existing.

Since the budget currently planned for this project, according to the new institutional structure, has been transferred to the Ministry of Defense, we inform the Ministry that in the law on budget allocations for 2026, the budget for this project is planned within the Ministry of Interior, while as for the following years, in accordance with the legislation and administrative procedures, the adjustment and transfer of responsibilities is made, the same as you have done in the cases of other contracts that are in progress above.

The Ministry has a practice that after the institutional reorganization has transferred existing contracts that are being implemented, the question arises what actions the Ministry has taken and how these contracts that are now being implemented have been transferred?!

Based on the legislation, there must be institutional continuity in the provision of services and inter-institutional cooperation in the state administration in accordance with the above-mentioned legislation in force.

Termination of a procurement procedure in its final phase even after the final decision of the PRB (legal obligation for the CA to implement it), just because the institution has been reorganized is in complete contradiction with the LPP. No legal provision of the LPP provides that institutional reorganization constitutes an automatic basis for the cancellation of a procurement procedure.

By issuing the decision to cancel in these circumstances, the Contracting Authority has violated legal certainty, has avoided the implementation of the final decision of the PRB and has acted in contradiction with the legal provisions of the Law on Public Procurement.

Based on the facts and circumstances described in the points of appeal, as well as the provisions of the Public Procurement Law, including Article 62 of the LPP and Article 43 of the Public Procurement Regulation, it is concluded that the decision of the Contracting Authority to cancel the procurement procedure was issued in contradiction with the legal provisions in force and in contradiction with the final decision of the Procurement Review Body. This also constitutes a serious violation of the legislation in accordance with Article 97 of the LPP.

In this case, after the completion of all appeal procedures and the decision of the PRB by which the notification of the decision of the Contracting Authority to declare our company the winner was left in force, the Contracting Authority was obliged to continue the procedure with the signing of the contract and its implementation, in accordance with the legislation in force.

Instead of implementing this legal obligation, the Contracting Authority has issued a decision to cancel the procedure, without a justified legal basis and without fulfilling the conditions set out in the law for the cancellation of a public procurement procedure.

Complaint Point 5 - Failure to issue a decision on the request for review:

The CA, in violation of Article 108/A Preliminary Settlement of Disputes, paragraph 6, has not responded at all to the request for review:

Article 108/A Preliminary resolution of disputes

6. The contracting authority shall examine the request within three (3) working days from the date of submission of the application or, where applicable, from the date of receipt of the additional information and documents provided for in paragraph 5 of this Article. The deadline mentioned above, in specific justified cases, may be extended for no more than three (3) additional days, and the complainant shall be informed of this.

We as the EO, in the absence of a response or decision of the CA within the time limit determined by the LPP and RRPP 001/2022, in accordance with Article 63 point 2, submit this complaint.

Article 63 Decision of the Contracting Authority

63.2. The decision on rejection or approval is binding and will be published in the electronic procurement system as an “Additional Document” to the tender dossier by the Responsible Procurement Officer. In cases where the Responsible Procurement Officer does not issue a decision regarding the request for review and does not notify the economic operator of an additional deadline, the Economic Operator has the right to file a complaint with the Procurement Review Body after the expiry of the deadline of 3 (three) working days from the date of submission of the request for review. In calculating the deadlines, the date of submission of the request for review is day (0).

Financial damages

The failure to act in time, the unjustified delays and the unlawful decision to cancel the procedure by the Ministry have caused and continue to cause considerable financial and operational damages to our company. In addition to the financial damages caused by the procurement procedure process, our company has engaged and maintained professional and technical staff for the implementation of the contract, creating direct costs for salaries and human resources planning.

Also, pending the signing and implementation of the contract, the company has withdrawn from participation in other procurement procedures, losing other contractual opportunities.

As part of the preparations for the execution of the project, investments have been made in equipment, work tools and operational organization, which currently remain unused and have created an additional financial burden.

Also, administrative and organizational costs have been incurred for planning, mobilization and internal preparation of the company, which were carried out only for this contract and have remained without practical effect due to the overextension and failure to act in time and unlawful decisions taken by the CA.

As a result of this situation, our company is facing financial damage and loss of expected profit, as well as violation of regular business planning and financial stability. Based on Article 111

paragraph 5 in connection with Articles 113 and 114 of the LPP, the Review Panel on 15/06/2026 authorized the expert to conduct the initial review of the file and claims according to the complaint with no. 0377/2026, while on 22/06/2026 the expert report with no. 0377/2026, with the following recommendations: Based on the above-mentioned clarifications, the review expert proposes to the review panel that the complaint of the complaining EO be approved as grounded, the notice for cancellation of the procurement activity be canceled and recommends that the case be returned for re-evaluation.

-Administration and evaluation of evidence -

In order to fully establish the factual situation, the review panel has administered as evidence the expert report, the opinions of the parties regarding the expert report, the complainant's submissions and documents, 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 "Hexagon Construction" SH.P.K. the review expert through report no. 2026/0377 has assessed as follows:

The Contracting Authority - Ministry of Internal Affairs, during this procurement activity has implemented an open procedure, a public framework contract. Estimated value 750,000.00€. Contract Award Criteria Responsive Tender with the Lowest Price.

Introductory clarification: The complaints are against the cancellation of the procurement activity, where this procurement procedure was the subject of review by the PRB, while the review expert issued an expertise report with No. 0895/2025, and No. 0904/2025, dated 29.09.2025 and an expertise report with No. 0126/2026 dated 11.03.2026. Also, the Review Panel has ruled with Decision PSH.nr. 0895-0904/2025, dated 09.12.2025, and Decision PSH.nr. 0126/2026 dated 20.04.2026.

After the administration and review of the case files against the complaint claims, we clarify that the complaining economic operator claims that the CA has acted in violation of Article 1, 6, 7, 59, 42, 43, 62, 130, 108/A, of the LPP, as well as Article 97 and Regulation No. 001/2022 on public procurement. The complaint claims raised by the complaining economic operator have been reviewed by the expert based on the case files and provide the following response.

Complaining claim 1: The complaining EO claims that the Contracting Authority, after the PRB Decision dated 20.04.2026, no. 2026/0126, which Decision left in force the Notice on the Decision of the Contracting Authority (B58), in order to implement the PRB Decision, should have invited us within 10 days to sign the Contract. Surprisingly, the CA did not implement the PRB Decision and moreover, it took a NEW Decision, Cancelling the procurement procedure. Even with this Cancellation Decision, the CA did not respect the legal provisions provided for by the LPP. Without a DECISION of the Contracting Authority (B58), in which Decision we would have been given the opportunity to make a request for review, has made the DIRECT CANCELLATION of the procedure using the B10 form (NOTICE OF CANCELLATION OF THE PROCEDURE). So, in addition to the cancellation being made in violation of Article 62 of

the LPP, the CA has also committed a procedural violation, without respecting the rules for the Notification of the CA Decision. According to Article 21 of the Regulation on Public Procurement, the CA cannot publish the Notice of Cancellation of the Procedure (B10), without first publishing the Notice of the CA Decision through the B58 form. For this, we have submitted a request for review on date: 29.05.2026, to which request for review the CA has not responded at all.

Complaining claim 2: The complaining EO emphasizes that the unjustified delays and inaction of the Contracting Authority, after the final decision of the PRB dated 20.04.2026 (decision 2026/0126), has not taken any concrete action for more than 36 calendar days, exceeding reasonable deadlines and not providing any legally based justification regarding the inaction and delays caused. With this inaction, the CA has violated the fundamental principles of efficiency, proportionality and fair treatment in public procurement procedures. The unjustified delays have caused considerable financial and organizational consequences for our company. The inaction of the Contracting Authority after a decision of the PRB constitutes evasion of legal obligations and inefficient administration of the procurement procedure, directly damaging the legitimate interests of the winning economic operator.

Complaining claim 3: The complaining EO claims that the Contracting Authority's failure to implement the final decision of the PRB, despite the final decision of the Procurement Review Body which left in force B58 - Notification of the decision of the Contracting Authority on declaring our company the winner, has not taken the necessary actions to implement this decision and continue the procurement procedure. After the completion of all the complaint procedures and the confirmation of the CA's decision by the PRB, the Contracting Authority was obliged to proceed without delay with the administrative procedures for the completion of the procedure and the signing of the contract with the winning economic operator. Instead, the CA acted in contravention of the legal obligations arising from the PRB's decision and the provisions of the Law on Public Procurement. Failure to implement the final decision of the PRB, the principle of legality in public procurement procedures, making the decision of the competent review body practically unenforceable. Failure to comply with the decisions of the PRB and the Cancellation of the Procurement Activity in violation of Article 62 of the LPP, according to Article 97 point h. and point k. is considered a serious violation of the Law on Public Procurement.

Complaining claim 4: The complaining EO emphasizes that the unlawful cancellation of the procurement procedure The decision of the Contracting Authority to cancel the procurement procedure was issued in violation of Article 62 of the Law on Public Procurement and Article 43 of the Regulation on Public Procurement, which determine in an exhaustive manner the cases when a procurement procedure can be canceled. In the specific case, the Contracting Authority has failed to prove the existence of any of the legal circumstances that would justify the cancellation of the procedure after the completion of the complaint procedures and after the final decision of the PRB by which the decision to declare the winning economic operator was left in force. The justifications provided by the CA regarding the institutional reorganization, the division of the ministry and the re-establishment of new institutional structures do not constitute

a legal basis for the cancellation of the procedure, on the contrary, the legislation in force, including: Law No. 03 L/048 on Public Finance Management and Responsibilities, Law No. 10 L-001 on Budgetary Allocations for the Budget of the Republic of Kosovo for 2026, Law No. 06 L-113 on the Organization and Functioning of the State Administration and Independent Agencies, as well as Regulation (QRK) No. 04_2026 on the Areas of Administrative Responsibility of Ministries, clearly determine that in cases of reorganization of institutions, the transfer of competencies and responsibilities, as well as the necessary adjustments to the budget and obligations that are carried out by the successor institution, without interrupting existing administrative and contractual obligations. Since the budget currently planned for this project, according to the new institutional structure, has passed to the MDAP, we inform the Ministry that in the law on budget allocations for 2026, the budget for this project is planned within the Ministry of Interior, while regarding the following years, in accordance with the legislation and administrative procedures, the adaptation and transfer of responsibilities will be carried out, the same as you have done in the cases of other contracts that are under implementation.

The Ministry has a practice that after the institutional reorganization has transferred existing contracts that are being implemented, the question arises what actions has the Ministry taken and how have these contracts that are now being implemented been transferred?!

According to the legislation, there should be institutional continuity in the provision of services and inter-institutional cooperation in the state administration in accordance with the above-mentioned legislation in force. Termination of a procurement procedure in its final phase even after the final decision of the PRB (legal obligation for the CA to implement it), only because the institution has been reorganized, is in complete contradiction with the LPP. No legal provision of the LPP provides that institutional reorganization constitutes an automatic basis for the cancellation of a procurement procedure. By issuing the decision for cancellation in these circumstances, the Contracting Authority has violated legal certainty, avoided the implementation of the final decision of the PRB and acted in contradiction with the legal provisions of the Law on Public Procurement. Based on the facts and circumstances described in the points of appeal, as well as the provisions of the Law on Public Procurement, including Article 62 of the LPP and Article 43 of the Public Procurement Regulation, It is concluded that the decision of the Contracting Authority to cancel the procurement procedure was issued in contradiction with the legal provisions in force and in contradiction with the final decision of the Procurement Review Body. This also constitutes a serious violation of the legislation in accordance with Article 97 of the LPP. In this case, after the completion of all appeal procedures and the decision of the PRB by which the notification of the decision of the Contracting Authority to declare our company the winner was left in force, the Contracting Authority was obliged to continue the procedure with the signing of the contract and its implementation, in accordance with the legislation in force. Instead of implementing this legal obligation, the Contracting Authority issued a decision to cancel the procedure, without a justified legal basis and without fulfilling the conditions set out by law for the cancellation of a public procurement procedure.

Complaining claim 5: The complaining EO points out that the failure to issue a decision on the request for reconsideration: The CA, in violation of Article 108/A Preliminary Dispute Resolution, paragraph 6, has not responded at all to the request for reconsideration: Article 108/A Preliminary Dispute Resolution 6. The contracting authority will review the request within three (3) working days from the date of submission of the application or, where applicable, from the date of receipt of the additional information and documents provided for in paragraph 5 of this Article. The deadline mentioned above, in specific justified cases, may be extended for no more than three (3) additional days, and the complainant will be informed thereof. We as EO, in the absence of a response or decision of the CA within the time limit set by the LPP and RRPP 001/2022, in accordance with Article 63 point 2, submit this appeal. Article 63 Decision of the Contracting Authority. 63.2. The decision on rejection or approval is mandatory and will be published in the electronic procurement system as an "Additional Document" to the tender dossier by the Responsible Procurement Officer. In cases where the Responsible Procurement Officer does not issue a decision regarding the request for review and does not notify the economic operator of an additional deadline, the Economic Operator has the right to submit a complaint to the Procurement Review Body after the expiry of the deadline of 3 (three) working days from the date of submission of the request for review. In calculating the time limits, the date of submission of the request for review is day (0).

Response to the complaint claims: Since the complaint claims are almost the same in terms of content but the claims in different legal violations, the review expert will provide a summarized response to the complaint points below. After reviewing the case files, the review expert explains that on 26.05.2026, the CA published the B10 notice for the cancellation of the procurement activity, with the justification: A provision in the Public Procurement Law requires the cancellation of the procurement activity. And with additional information as follows:

"After initiating this procedure by decision of the Government of the Republic of Kosovo with number 02/02 dated 20.02.2026 for institutional reorganization, the division of the ministry was made, where as a result new institutional structures were created. As a result of this institutional reorganization, the division of responsibilities and respective competencies between the new institutions was also made, as well as the division of the budget. Due to this change, the Contracting Authority - MIA does not have the necessary budgetary funds for the implementation of this procurement procedure, since the budget planned for this activity was divided according to the new institutional structure and has been transferred to the MDAP".

Based on the claims of the complaining EO and the reasoning of the CA? on the cancellation of the procurement activity, as well as the decision No. 02/02 dated 20.02.2026 on the institutional reorganization, the review expert explains that through an official email we addressed the CA with a request for additional clarifications, where the CA responded through the email and attached the official communication informing that after the separation of the MIA from the MPA now the MDAP, the budget for the "Re-adaptation of spaces in government buildings" is no longer in the MIA and this budget has been transferred to the MDAP in the DSPIMNQ program for the project "Renovation of Government Projects-12992".

After reviewing this communication regarding the division of the MIA and the changes made by the government to the MIA, the review expert considers that with the legal provisions of the LPP there is no legal possibility to cancel the procedure now at this stage. The review expert bases this assessment on Article 8 (Determination of needs and availability of funds), para.8.1, 8.2 and 8.5 of the Regulation. This legal provision obliges the contracting authority to ensure that the funds have been allocated, that in the specific case the funds were allocated, then obliges the CA to use the standard form B04 “Declaration of needs and determination of the availability of funds (DNPDP)” that in the specific case this form was also completed, it must be confirmed that the funds have been allocated, and par. 8.5 of Article 8 of the Regulation obliges the responsible persons that before the publication of the form B58 “Notification of the Decision of the Contracting Authority” to reconfirm that the financial information (DNPDP) has not changed, where the CA had reconfirmed that the funds have been allocated and has published the form B58 declaring the complaining EO the winner. So, before announcing the winner (publication of the decision B58), the CA has undertaken all actions ensuring that there are sufficient funds to continue with the signing of the contract. In addition, there is also the decision No. 2026/0126 issued by the PRB, which confirms the decision of the CA. Therefore, given the progress of this procurement activity and the stage at which it was canceled, it is legally impossible to cancel this procedure.

Regarding the point of complaint related to procedural violations during this procurement activity, specifically non-compliance with Article 21 of Regulation No. 001/2022 on Public Procurement, failure to handle the request for review, and non-compliance with the decision of the PRB dated 20.04.2026 No. 2026/0126, the review expert assesses that the CA has not implemented Article 21 of Regulation No. 001/2022 on Public Procurement, specifically in point "f", where it is stated that the Contracting Authority must publish the Notice of Decision of the CA (B58) even if the decision concerns the cancellation of the procurement activity in its entirety or one/several Lots within the framework of the procurement activity.

It also did not act according to 108/A of the LPP, since it did not handle the request for review and none of the obligations of the CA that are defined in this legal provision were respected by the CA. This assessment is based on the legal provision mentioned above, where the CA is initially obliged to issue a decision and respond to each point of complaint when handling the request for review submitted by the EO. Therefore, the complaint claim of the EO is grounded.

Based on what was said above, the review expert considers that the complaint of the complaining EO is grounded, while the CA's decision to cancel the procedure is contrary to Article 62 of the LPP and Article 43.5 of the Public Procurement Regulation.

-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 “Re-adaptations of spaces in government buildings” with procurement number 214-25-3033-5-1-1.

The review panel, after administering and evaluating the evidence, fully ascertaining the factual situation, relying on the LPP as the applicable material law, after reviewing the complaint claims, taking into account all the case files and the recommendations of the review expert, and the failure to submit evidence by the CA for which it has published the cancellation of this procedure, has found that the complaint of the Economic Operator is approved as grounded.

Consequently, the Review Panel, based on Articles 1 and 7 of the LPP, has decided to support the report of the review expert regarding the procurement activity entitled "Re-adaptations of spaces in government buildings" with procurement number 214-25-3033-5-1-1, to cancel the notice for cancellation of the procurement activity and to return the case for re-evaluation. and the CA shall act in accordance with the legal provisions of the LPP and the requirements of the tender dossier and contract notice.

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

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

For points II and III of the decision, it was decided based on Article 131 of the LPP in conjunction with Article 29 paragraph 3 of the PRB Rules of Procedure.

Point IV of the decision was decided based on Article 31, paragraph 4 and paragraph 6 of the PRB Rules of Procedure in relation to Article 118 of the LPP.

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

President of the Review Panel

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 – **HEXAGON CONSTRUCTION SH.P.K.;**
1x1 Archive of the PRB