



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

Psh. No.0850/25
0861/25

The Review Panel, appointed by the Acting President of the Procurement Review Body (PRB), pursuant to Article 105, 106, and 117 of the Law on Public Procurement of the Republic of Kosova (LPP) composed of Kimete Gashi Brajshori - President, Isa Hasani Member and Batisha Ibrahim Member and deciding upon the complaint of EO “AVAG GROUP SH.P.K., "Global Holding" SH.P.K., against the Decision to award a contract or a design competition, the Decision to award a contract of the MINISTRY OF INTERNAL AFFAIRS, in the capacity of the Contracting Authority (CA) regarding the procurement activity Technical maintenance of government buildings Lot - I,II,III,IV,V and VI with procurement number 214-25-4909-2-1-1, on the 27/10/2025, has issued this:

DECISION

1. Approved, as grounded the complaint of the EO “AVAG GROUP SH.P.K.,” with no. 2025/0850 dated 04/09/2025, regarding the procurement activity “Technical maintenance of government buildings Lot -II “ with procurement number 214-25-4909-2-1-1, the B58 Notice on the decision for LOT II is canceled and it is recommended that the case returns for reevaluation. and the complaint of EO Global Holding SH.P.K., with no. 2025/0861, dated 05.09.2025, regarding the procurement activity “Technical maintenance of government buildings Lot – I” with procurement number 214-25-4909-2-1-1, the B58 Notice on the decision for LOT I is canceled and it is recommended that the case returns for reevaluation.
2. 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.
3. Since the complaints of the complaining economic operators are approved, the fee paid upon filing the complaint shall be returned to the same. The complaining economic operator is obliged, in accordance with Article 33, point 6 of the PRB's work regulations, to make a request for the return of the complaint security within a period of sixty (60) days, otherwise the deposit shall be confiscated and these funds shall be transferred to the Budget of the Republic of Kosova.

REASONING

-Procedural facts and circumstances -

On the 04.06.2025, the MINISTRY OF INTERNAL AFFAIRS, in the capacity of the Contracting Authority, has published the Contract Notice B05 regarding the procurement activity entitled Technical Maintenance of Government Buildings Lot - I,II,III,IV,V and VI with procurement number 214-25-4909-2-1-1.

This procurement activity was carried out through an open procedure with the type of service contract, the estimated value of the contracts for Lot I: 240,000.00 € and Lot II: 240,000.00 €.

On the 13.08.2025 the CA published the Notice on Decision B58 where it awarded the contract to EO Ejona SH.P.K., for Lot II and Lurn Sh.P.K. for Lot I.

On the 18.08.2025, EO AVAG GROUP SH.P.K., has filed a request for review against the Notice on Decision B58 of the Contracting Authority. On 18.08.2025, EO Global Holding SH.P.K., has also filed a request for review against the Notice on Decision B58 of the Contracting Authority.

On the 27.08.2025, the Contracting Authority has published the decision by which the complaints of both Economic Operators are rejected as unfounded and the notification of the decision of the Contracting Authority is confirmed.

On the 04.09.2025, EO AVAG GROUP SH.P.K. has submitted to the PRB the complaint with no. 0850/2025, while on the 05.09.2025 EO Global Holding SH.P.K. has submitted to the PRB the complaint with no. 0861/2025.

-On the preliminary review phase -

The PRB has found that the complaint contains all the elements set out 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 the resolution of disputes in the sense of Article 108/A of the LPP, by the economic operator who is an interested party under Article 4 paragraph 1 subparagraph 26 of the LPP. In this way, the Review Panel has found that it is competent to review this complaint under Article 105 of the LPP and there is no procedural obstacle to continue with the review of the complaint on its merits.

Taking into account the fact that both complaints are related to the same procurement activity, namely to the notification of the same decision of the Contracting Authority regarding this procurement activity, it has been decided that complaint no. 0850/2025 and complaint no. 0861/2025 shall be merged and treated as a unified case within the meaning of Article 16 paragraph 1 of Regulation no. 01/2020 on the Work of the Procurement Review Body.

The claims of the complaining economic operator AVAG GROUP SH.P.K. are presented as follows:

The complainant, EO "AVAG GROUP" Sh.p.k., considers that the decision of the Contracting Authority to reject the request for reconsideration is unlawful. This decision does not contain any reasoned written assessment regarding the claims and facts presented in the complaint, leaving the essential issues raised by the complainant unaddressed. In this form, the decision does not provide a fair and lawful resolution of the dispute, in violation of the relevant legal provisions and the requirements of the tender dossier.

Furthermore, the complainant considers that the CA has conducted the evaluation process and has taken the final decision regarding Lot 2 in violation of the fundamental principles of public procurement and the evaluation criteria set out in Article 59.4 and Article 60 paragraph 1.1 of the LPP, in conjunction with Article 40.6 of the RRPP. Specifically, the offer of the complaining EO, responsive and with the lowest price, was eliminated in violation of Article 60 paragraph 1.1 of the LPP, while the contract was awarded to the EO "EJONA" Sh.pk., although the same operator does not meet the criteria to be considered responsive in the sense of Article 59.4 of the LPP and Article 40.6 of the RRPP, since it did not meet all the requirements of the contract notice and the tender dossier.

This is due to the fact that it has eliminated our responsive bid with the lowest price in the sense of Article 60 paragraph 1.1 of the LPP and, consequently, has awarded the contract to EO "EJONA" Sh.pk., despite the fact that the same does not meet the criteria to qualify as responsive in the sense of Article 59.4 of the LPP and Article 40.6 of the RRPP, as it has not met all the requirements set out in the contract notice and the tender dossier.

This means that the lowest price is a prerequisite and is evaluated only after it has been established that a bid meets all the qualification and technical requirements set out in the tender dossier, which in this case the EO recommended for the contract has not met.

These actions constitute a violation of the fundamental principles of evaluation guaranteed by the provisions of the Law on Public Procurement No. 02/L-042 (consolidated version), as well as the Regulation on Public Procurement No. 001/2022. Specifically, the following provisions have been violated and circumvented:

LPP - the provisions listed below^ Article 1 in paragraph 2 and 3 of the LPP, in conjunction with Article 4.3 of the RRPP/ Article 6 in paragraph 1 of the LPP/ Article 7 in paragraph 1 and 2 of the LPP/ Article 10 in paragraph 4 and 5, in conjunction with Article 11 paragraph 4 of the LPP/ Article 59 in paragraph 4 of the LPP/ Article 60 in paragraph 1.1 and Article 28 of the LPP/ Article 69 in paragraph 4.1 and 4.2 of the LPP/ Article 108/A in paragraph 12 of the LPP.

RRPP No. 02/2024 (Consolidated Version) - the provisions listed below^ Article 4(3) of RRPP/ Article 40 in paragraph 1 and 6 of RRPP/ Article 62 paragraph 2 of RRPP.

Law No. 05/L-031 on General Administrative Procedure - the provisions listed below^ Article 48 paragraph 1 of LPPA No. 05/L-031.

On the 05.06.2025, the Ministry of Internal Affairs in the capacity of the Contracting Authority (hereinafter: CA-MPB), has published in open procedure the tender dossier for the procurement activity entitled: "Technical maintenance of government buildings Lot - I, II, III, IV, V and VI", with procurement number 214-25-4909-2-1-1 and with a total estimated value of €1,320,000.00 divided into 6 lots.

The complainant has participated in the procurement activity for Lot II, bidding at a price of 239,400.00 €. In comparison with the sole bidder for this lot, EO "EJONA" Sh.p.k., declared the winner with a price of 214,444.80 €, the complainant has fulfilled all the qualification criteria and technical requirements, as well as the evaluation criteria set out in the tender dossier and in Article 59.4 and Article 60 paragraph 1.1 of the LPP. In this way, the complaining EO confirms the status of the interested party in this procurement activity, as provided for in Article 4 paragraph 1 subparagraph 26 of the LPP. On 13.08.2025, the Contracting Authority - MIA has published its decision accompanied by the standard notices for tenderers, through which it has awarded the contract to EO "EJONA" Sh.p.k., with a price of €214,444.80, within the framework of the procurement activity with the number and designation described above. For these reasons, on 18.08.2025 we have submitted an additional request to the CA - MIA to provide us in electronic form a copy of the material from the bid file of the winning EO, specifically the documentation attached to his/her file related to the technical and/or professional capacity, which we will present in the complaint claims section.

During the review and analysis of a partial part of the documentation that we have obtained during the access to the file submitted by the winning EO (list of references, list of staff, tender security, affidavit and financial offer), we found that the latter has not fulfilled a considerable part of the basic qualification and technical requirements, which have been submitted in the tender file, and which we will present in the part of the complaining claims.

For these reasons, and given that we have been harmed by the unlawful acts and actions of the CA, which do not reflect the fair and lawful solution determined by the LPP, because the evaluation and examination of the tenders was not carried out in accordance with the technical and qualification requirements set out in the tender dossier, as well as with the relevant provisions of the LPP and the secondary legislation RRPP, based on the dispute resolution procedure, we have submitted a Request for Reconsideration to the CA-MIA.

On the 26.08.2025, the CA - MIA, eight (8) days after the submission of the request for review, issued a written decision by which it rejected the request for review and upheld the selection of the CA that EO "EJONA" Sh.p.k. be declared the winner regarding the procurement activity with the number and name described above. The decision was published on the e-procurement platform on 26.08.2025 at 17:41 (after the expiration of the time). This decision does not contain any reasoned written assessment regarding the claims and facts presented in the complaint, leaving the essential issues raised by the complainant unaddressed. In this form, the decision does not provide a fair and lawful resolution of the dispute, contrary to the relevant legal provisions and the requirements of the tender dossier.

For these reasons, given that our right to contractual remuneration has been violated by the actions and decisions of the CA, which has not taken any corrective action to eliminate the violations during the evaluation and decision-making process, we are forced to address the Procurement Review Body (PRB) with this formal complaint, in order to protect our legal right, which we believe can be ensured at this stage through a fair and lawful decision, in accordance with Article 104, Article 105 and Article 117 of the Public Procurement Law (PPL).

2. Factual and legal description of the complaining claims

Claim for: Objection to the decision of the Contracting Authority to reject the request for reconsideration submitted by the complaining EO "AVAG GROUP" Sh.p.k., as a decision unfounded in facts and legal provisions.

The Contracting Authority - MIA, through the decision published on the e-procurement platform on 26.08.2025 at 17:41, has rejected as unfounded the request for reconsideration submitted by the EO "AVAG GROUP" Sh.p.k. This decision was taken without providing any reasoned and based justification on facts or on the relevant legal provisions in force regarding the objection to the submitted claims.

The Contracting Authority has not presented any facts nor has it provided an explanation on what basis it considers our request to be unfounded, by not providing evidence with proven facts to prove the essential claim on the legal and factual accountability of the bid submitted by EO "EJONA" Sh.p.k., which was awarded a contract and protected by the CA in the contested decision. According to Article 108/A paragraph 12 of the LPP, objections submitted in accordance with paragraphs 8 and 10 of this article must be justified.

Also, Article 48 of the Law on General Administrative Procedure determines the minimum standard that every administrative act must contain to be considered legal. Specifically, it stipulates that the reasoning of an administrative act must clearly contain a brief description of the party's request, the factual situation on which the decision was made, the reasons that were decisive during the assessment of the evidence, the legal basis and reason for its application in the specific case, as well as the reasons for not accepting the party's claims. If these elements are missing or unclear, the law equates such a decision with a lack of reasoning.

In the specific case, the reasoning of the contested decision by the Contracting Authority does not include any analysis or assessment regarding each of the claims presented by the complaining party. Instead of a detailed analysis of the claims presented by the complaining party, the CA has limited itself to general statements and subjective findings, stating that it acted in accordance with the LPP and that the winning EO has fulfilled all the requirements set out in the contract notice.

Furthermore, for each claim, a single, template reasoning has been provided, which concludes with the standard formulation: "These claims do not stand and are rejected as unfounded." Such reasoning does not even meet the minimum criteria required by law, as it does not clarify the

factual and legal basis of the decision, does not identify the decisive reasons during the assessment of the evidence, and does not provide reasoned reasons for rejecting our claims.

Furthermore, the deficient reasoning of the Procurement Office does not correspond to reality, specifically with the criteria and requirements set out in the tender dossier and with the legal criteria set out in Article 59, in relation to the provisions of Article 7 paragraph 2, 4 and 6 points (i) and (iii), Article 27, Article 28, Article 51 paragraphs 1, 2 and 3, as well as Article 69 paragraph 1 and paragraphs 6.3 and 6.4 of the LPP, as well as Article 17 paragraph 17 of the RRPP. As a result, the decision of the Contracting Authority remains unreasoned and contestable.

Conclusion:

Based on the arguments presented, we consider that the decision of the Contracting Authority to reject the request for reconsideration does not meet the legal standards of reasoning and was taken in violation of the criteria of the tender dossier and the relevant provisions of the LPP and the RRPP. As such, this decision should be declared unreasoned, illegal and contestable.

Evidence: Please see the CA's decision to reject the request for reconsideration.

The following are the complaint claims submitted to the contracting authority in the framework of the Request for Reconsideration dated 18.08.2025.

Second claim (II) of the KR Referring to document B58 - Notification of the CA's decision and the Standard Letter for EO "AVAG GROUP", the Contracting Authority has found that our offer has been qualified as a responsive offer, fulfilling all the requirements specified in the contract notice and in the tender dossier. On the other hand, as evidenced by the facts presented in the above points, the offer of the EO recommended for the contract turns out to be irresponsible, as it has not fulfilled a significant part of the basic qualification and technical requirements.

In these circumstances, given that our offer is ranked second in terms of price and fully meets the legal, technical and qualification requirements, then according to Article 60 paragraph 1.1 of the LPP, our offer should be qualified and selected as the responsive offer with the lowest price. Based on this factual situation, we recommend that the PRB oblige the Contracting Authority to reconsider the decision taken and announce our offer as the winning tender, in full compliance with the provisions of the LPP and the principles of equality and transparency in public procurement.

Third claim (III) of the KR On 15.08.2025 we have secured official access to the file of EO "EJONA" Sh.p.k., which the CA has declared the winner for LOT II. However, access was not granted to us in full, as defined in Article 10 paragraphs 4 and 5 of the LPP and in Interpretation 31 of the KRPP, since access was limited and partial.

Specifically, we were refused the documentation attached to the tender file of the winning EO as follows:

Valid contracts or employment agreements with workers engaged in the project, relevant professional diplomas or certificates, as well as CVs, in relation to the requirements for technical and professional capacity - point 1 of article 9.1 & 9.2 of the TDS of the TD;

List of contracts concluded during the last three-year period, signed and stamped by the EO, including references or final acceptance reports, in relation to the requirements for technical and professional capacity - point 2 of article 9.1 & 9.2 of the TDS of the TD;

Evidence and documentation regarding the technical specifications required under Annex 1 and the following description after the annex in the TD.

For these reasons, on 18.08.2025 we submitted a supplementary request to the CA -

MPB to provide us with an electronic copy of the above-mentioned material from the EO's file. In this regard, we have received a response from the CA, but not the requested documents, with the justification that the EO has declared them as "business secret".

This justification does not comply with the legal criteria, since according to Article 11 paragraphs 3 and 4 points (i), (ii) and (iii) of the LPP and Article 11.4 of the RRPP, as well as Article 7 of the RRPP, documents such as CVs, diplomas, professional certificates, concluded contracts with references or final minutes are not considered business secrets, but are documents that should be accessible to the parties to the procedure.

Also, the EO recommended for contract in Annex 3 - "Request for business secret", has not provided any convincing justification as to why these documents should be excluded from access, but has only made a general statement that they may be misused by third parties.

Proof: Please see in the appendix to this complaint, as evidence, the request for business secret extracted from the file of the aforementioned EO.

Such a declaration does not meet the requirement of Article 7.6 of the RRPP and Article 11 of the LPP, which oblige the economic operator to justify separately for each document. Also, according to Article 11 of the LPP, the economic operator must identify ("mark") the documents as "business secret" when uploading them to the electronic system, while the contracting authority must classify and prepare cleaned versions of the documents, ensuring access to the non-confidential parts.

In this case, the CA has restricted access in a general manner, completely denying the right to access, which constitutes a material violation of the LPP and the principle of transparency.

Conclusion: In these circumstances, the restriction of access is unjustified in the context of Articles 10 and 11 of the LPP and Article 7 of the RRPP and has violated our right to exercise effective legal remedies, preventing us from presenting our claims regarding other non-fulfillments of the tender dossier by the winning EO in a more complete and well-argued manner.

3. Conclusion with proposals

Therefore, taking into account all the reasons, facts and evidence presented above, the complaining EO

“AVAG GROUP” Sh.p.k. addresses the PRB with this complaint, requesting that after reviewing the complaint claims, administering the case files and evidence in the main hearing, and in accordance with Articles 104, 105, 107 and 117 of the LPP, to decide in favor of our complaint.

The claims of the complaining economic operator Global Holding Sh.P.K., are presented as follows:

The CA/Evaluation Commission during the evaluation of the bids for the project in question did not act in accordance with LPP No. 04/L-042 amended and supplemented by Law No. 04/L-237, Law No.05/L-068 and Law No. 05/L-092, respectively the aforementioned legal provisions and the Regulation on the Operational Instructions for Public Procurement.

On 13.08.2025, through the electronic e-Procurement platform, we were notified of the decision of the CA regarding the award of the contract for the activity in question. In accordance with Article 10 of Law No. 04/L-042 on Public Procurement and Article 7 of Regulation No. 001/2022 on Public Procurement, we have submitted a request for access to the documentation.

After reviewing the documentation of the Economic Operator awarded the contract, we have established significant violations in fulfilling the criteria required in the Tender Dossier, which make this EO irresponsible and, consequently, inadmissible for award of the contract.

It can be said that during the evaluation procedure of the tenders that participated in this procurement activity, the CA did not fairly and lawfully apply the procedural and material legal provisions of the LPP, because during the manner and method of evaluation, examination and comparison of the tenders, it did not act in accordance with the requirements set out in the contract notice and the tender dossier, as well as with the legal provisions that determine the conditions and requirements for equal treatment of EOs in the evaluation process.

After this, we have continued with a request for review to the CA submitted on 18.08.2025, while we have received the rejection of the request for review on 26.08.2025.

The rejection of the request for review by the Contracting Authority is not based on facts and does not reflect the real and factual situation of the procurement procedure.

In the continuation of this complaint, we will present in a clear, detailed and reasoned manner each of our complaining claims. These claims will be supported by concrete evidence, through which it is clearly observed that the CA has acted in violation of the provisions of the LPP and the obligations arising from the tender documents. The complaint is for LOT 1.

During the analysis of the documents provided by the recommended EO “LURN” SH.P.K, we noticed that it is irresponsible.

Claim 1

The Economic Operator “LURN” SH.P.K is not liable as it has not provided evidence that it has completed contracts for technical maintenance or similar, in accordance with the criteria set out

in the Contract Notice and Tender Dossier. They have provided a list of contracts, but based on the criteria set out by the CA, we have noticed that the contracts together with the EO references do not reach the value set out in the Contract Notice and the DT and are also not similar, as most of them are supplies and installations.

In accordance with the Law on Public Procurement and Guidelines 002/2024, it is clearly stated that if the list of contracts does not meet the minimum value set out, the tender should be automatically rejected.

See: “The submitted list of completed contracts does not meet the minimum requirements of the specified value - Reject the tender without requesting further information” (Article 69).

We request that for this point the recommended EO be declared irresponsible, because it does not meet the requirements of the CA and according to the LPP and the Guideline 002/2024, this constitutes a reason for automatic rejection of the tender. We request that this claim be taken seriously and that the decision be reviewed in accordance with the submitted documentation and the tender requirements.

Claim 2 - Irresponsible EO LURN SH.P.K

In a procedure in which the CA has recommended for awarding a contract an EO that, according to our claims, is in complete contradiction with the principles of transparency, economy and efficiency. In LOT 1, in which the CA has recommended this EO, in a simple and clear calculation, this EO has offered a financial offer with a total overall price of the offer for 36 months in the amount of 149,040.00 €.

In its calculation for one month, it falls to the offer to be in the monthly amount of €4,140.00, while in the list presented and in the evidence presented for the staff, which it is obliged to engage for the execution of this contract, in the total amount of the salary calculation this EO has presented a staff for maintenance, including the manager of this Lot. After calculating the staff salaries, it is estimated that the monthly salary for this Lot will be in the total amount of 4,350.00 €, not including contributions and other expenses arising from the execution of such a contract.

Honorable, it is the case that this EO serves the institutions of the Republic of Kosovo with a monthly loss of no less than -210.00 € per month, and in the calculation of the general contract for 36 months, a loss in the amount of -7,560.00 €.

So, in such a procedure, it is the case that this EO has made an incorrect calculation in the bid, or more precisely, has misled the CA by offering a cheaper bid than the other participating EOs.

From the documentation of the bid and the presented list of staff for the execution of the contract (including the manager), it is noted that only the monthly cost of salaries of the engaged staff reaches the figure of 4,350.00 €, not including here:

Pension and tax contributions; Operating expenses; Minimum profit of the EO; Other administrative and logistical expenses. This results in a monthly loss of -210.00 €, respectively -7,560.00 € total loss throughout the contract. This fact raises serious doubts: Either the EO has made an incorrect calculation, which shows lack of preparation and lack of responsibility; Or it

has deliberately aimed to mislead the Contracting Authority with a below-cost price in order to win the contract unfairly.

These constitute reasons for the automatic elimination of the bid. We request that this claim also be taken seriously and that the decision be reconsidered in accordance with the submitted documentation and tender requirements, with the basic principles of the LPP and with the practices of the PRB.

Claim 3 - EO LURN SH.P.K irresponsible Also, in the staff presented by this EO: One (1) Technician (Water and Sewerage Installer); And in the custody request: One (1) Technician (Water Installer).

For all these technicians, university diplomas have been presented, and for one (1) Machinery Technician, a Master's Degree has even been presented, which contradicts basic human and professional principles. This EO, by offering an overqualified staff, has misled the CA. The requirements of the CA have been very clear, requiring the contract manager to have at least a Bachelor's degree, and for the technical staff who will be engaged in the execution of the contract to present diplomas or certificates.

Please take our claim into account and eliminate this irresponsible EO.

Considering all this evidence, we conclude that the EO "LURN" SH.P.K., recommended for the contract, is irresponsible and should be eliminated from the procedure, since it has not fulfilled all the requirements of the tender dossier and the contract notice.

Based on the rules of the Public Procurement Law, these constitute grounds for the automatic elimination of the bid. Based on the above arguments, it is clearly understood that the EO "LURN" SH.P.K, recommended for the contract, is irresponsible and should be eliminated from the procedure for all LOTS.

We request that these claims be taken seriously and that the decision be reviewed in accordance with the submitted documentation, the basic principles of the LPP and the PRB practices.

Based on the above arguments, it is clearly understood that the CA's decision to reject the request for review is unfounded and at the same time is a "blank" justification, not providing any justification as to why our complaint claims are unfounded. Therefore, this action of the CA clearly demonstrates the fact that our complaint claims are well-founded.

Taking into account all this evidence, we conclude that the EO recommended for the contract is irresponsible and should have been automatically eliminated from the competition, and not favored by being declared the winner of this tender. We request that these claims be taken seriously and that the decision be reviewed in accordance with the submitted documentation, the basic principles of the LPP and the PRB practices.

The Contracting Authority has not respected Article 7 of the LPP, by discriminating against us as a responsible Economic Operator with the cheapest price. Paragraph 1 of Article 7 of the LPP clearly provides that "The Contracting Authority shall treat economic operators equally and non-discriminatory and shall act transparently". Also, paragraph 6 of Article 7 of the LPP provides

that during the conduct of procurement activities, all contracting authorities shall ensure that the selected tender complies with all substantive aspects of the relevant conditions, criteria and specifications. However, you have not complied with this legal provision.

Also, the CA has not respected Article 6 of the LPP, although contracting authorities are obliged to ensure that public funds and public resources are used in the most economical manner, while taking into account the purpose and subject matter of the procurement as provided for in Article 6 of the LPP.

Also, 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, public resources and all other funds and resources of contracting authorities in Kosovo.

Response of the CA to the request for reconsideration for AVAG GROUP SH.P.K:

Details and arguments for the claims of violated articles and the above-mentioned points of complaint for review by the EO, Contracting Authority - Ministry of Internal Affairs, finds that it has acted in full harmony with the LPP and the articles: Article 1 Purpose; Article 6 Economy and Efficiency; Article 7 Equality in Treatment / Non-discrimination. Has treated all EO bidders equally and without discrimination in full compliance with Article 59 Examination, Evaluation and Comparison of Tenders, Article 72 Documentation and Additional Information and Article 40 of Regulation A01 - Regulation No. 002/2024 on Public Procurement - Examination, Evaluation and Comparison of Tenders, and in compliance with the LPP Article 60 Contract Award Criteria with the criteria set out in the Contract Notice and Tender Dossier, treating all EOs equally.

The criterion for awarding the contract is the responsive bid with the lowest price and on this basis the CA-MIA has treated all EOs equally and without discrimination in this procurement activity. The Ministry of Internal Affairs - ZPP, after receiving the request for review, has reviewed the validity of all claims of the complaining party, the tenderer EO "Global Holding" SH.P.K., Rr. Luan Haradinaj, 10000, Prishtina. After analyzing the claims stated in the request for review against the Notice on the Decision of the CA published on 13.08.2025, it finds that the CA-MIA has treated all participating tenderers, including you, in this procurement activity, in full compliance with the LPP and other secondary acts on public procurement applicable in the Republic of Kosova.

Response to Complaining claim No. 1

The claim of the complaining tenderer AVAG GROUP SH.P.K.; H & S Partners Group SH.P.K., Rruga Mbreti Genc, MATI 1 NR.C-04-01, 10000 Prishtina, that the Economic Operator "EJONA" SH.P.K., Zahaq, 30000, Peja, has not fulfilled the requirements on technical and professional capacity defined in the Contract Notice and DT, as follows, is unfounded.

The Contracting Authority clarifies that it has acted in full compliance with the LPP and the articles: Article 1 Purpose; Article 6 Economy and Efficiency; Article 7 Equality in Treatment / Non-discrimination. Has treated all EO bidders equally and without discrimination in full

compliance with Article 59 Examination, evaluation and comparison of tenders, Article 72 Documentation and additional information and Article 40 of Regulation A01 - Regulation No. 002/2024 on Public Procurement - Examination, Evaluation and Comparison of Tenders, and in compliance with the LPP Article 60 Contract Award Criteria with the criteria set out in the Contract Notice and Tender Dossier, treating all EOs equally.

The criterion for awarding the contract is the responsive offer with the lowest price and on this basis the CA-MIA has treated all EOs in this procurement activity equally and without discrimination. The EO recommended for the contract has fulfilled all the requirements set by the CA in the Contract Notice and the DT for the requirements on technical and/or professional capabilities. The Economic Operator or Group of Economic Operators must present the professional technical staff for the management team, because the same has applied in three lots and has sufficient staff of the profile that you claim and the same EO has been awarded only for one lot, while the presented staff meets all the requirements of the CA.

Once again, we clarify that the EO recommended for the contract has fulfilled all the requirements set by the CA in the Contract Notice and the DT. The list of completed contracts in the requested field - technical maintenance or similar, submitted by the EO recommended for contract, meets the requirements of the CA regarding the nature of this procurement activity for technical maintenance. Technical maintenance of buildings includes equipment maintenance, demolitions, renovations, insulation, waterproofing (refer to the technical specifications of Annex 1 of the DT and the nature of this activity), and the references submitted by the winning EO for this Lot are all of this nature. Consequently, your claim on this point is unfounded.

While regarding the organizational plan of works, tools and machinery and other issues that you claim regarding this point, they do not stand, because these requests are during the implementation of the contract and the same are not evaluation requests. The EO has submitted a statement on the technical specifications that all services will be provided in full compliance with the technical specifications of the DT. Therefore, these complaint claims do not stand and are rejected as unfounded.

Response to complaining claim no. 2

The claim of the complaining tenderer AVAG GROUP SH.P.K.; H & S Partners Group SH.P.K., Rruga Mbreti Genc, MATI 1 NR.C-04-01, 10000 Prishtina, that it is responsible for Lot II does not stand. Your tender is administratively irresponsible for this Lot, as you have not submitted at all the technical and professional capacity according to the requirements set by the CA in the Contract Notice and the DT and you do not meet the requirements for both lots with the staff offered. Your EO has been classified as responsible for Lot I, because you had the highest price in that Lot. This claim does not stand and is rejected as unfounded.

Response to the complaining claim no. 3

The Contracting Authority clarifies that the EO recommended for the contract has fulfilled all the requirements set by the CA in the Contract Notice and the DT for the requirements on the technical and/or professional capabilities for the professional technical staff and the list of

completed contracts in the requested area - technical maintenance or similar, submitted by the EO recommended for the contract, meets the requirements of the CA regarding the nature of this procurement activity for technical maintenance. Technical maintenance of buildings includes equipment maintenance, demolitions, renovations, insulation, waterproofing (refer to the technical specifications of Annex 1 of the DT and the nature of this activity), and the references submitted by the winning EO for this Lot are all of this nature. Consequently, your claim on this point is unfounded.

You also had access in accordance with the LPP Article 10 and Regulation No. 002/2024 Article 7 Confidential business information and access to documentation, the cleaned version, since the EO recommended for the contract has submitted the request for confidentiality. This claim does not stand and is rejected as unfounded.

CA's response to the request for review for Global Holding SH.P.K:

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

The Ministry of Internal Affairs - ZPP, after receiving the Request for Review, has reviewed the validity of all claims of the complaining party, the tenderer EO "Global Holding" SH.P.K., Rr. Luan Haradinaj, 10000, Prishtina. After analyzing the claims stated in the

Request for Review against the Notice on the Decision of the CA published on 13.08.2025, it finds that the CA - MIA has treated equally and without discrimination all participating tenderers, including You, in this AP, in full compliance with the LPP and other secondary acts on public procurement applicable in the Republic of Kosovo.

Response to the complaining claim no. 1

Claim of the complaining tenderer AVAG GROUP SH.P.K.; H & S Partners Group SH.P.K., Rr. Mbreti Genc, MATI 1 NR.C-04-01, 10000 Prishtina, that the Economic Operator "Rruga Ejona" SH.P.K., Zahaq, 30000, Peja, has not fulfilled the requirements on technical and professional capacity specified in the Contract Notice and DT, as alleged, does not stand.

The Contracting Authority clarifies that it has acted in full compliance with the LPP and the articles: Article 1

Purpose; Article 6 Economy and Efficiency; Article 7 Equality in Treatment / Non-discrimination, treating all bidding EOs equally and without discrimination, in full compliance with Article 59 Examination, evaluation and comparison of tenders, Article 72 Documentation and additional information and Article 40 of Regulation A01 - Regulation No. 002/2024 on Public Procurement - Examination, Evaluation and Comparison of Tenders, as well as in compliance with the LPP Article 60 Contract Award Criteria.

The criterion for awarding the contract was the responsive offer with the cheapest price and on this basis the CA - MIA has treated all EOs in this PA equally and without discrimination.

The EO recommended for contract has fulfilled all the requirements set by the CA in the Contract Notice and the DT for the Requirements on technical and/or professional capabilities. The Economic Operator or Group of Economic Operators must present the professional technical staff for the management team, because the same has applied for three lots and has sufficient staff of the profile that you claim. The same EO has been awarded only for one lot and the staff presented meets all the requirements of the CA.

Once again, we clarify that the EO recommended for contract has fulfilled all the requirements set by the CA in the Contract Notice and DT. The list of completed contracts in the requested field - technical maintenance or similar - submitted by the EO recommended for contract meets the requirements of the CA regarding the nature of this Procurement Activity for technical maintenance. Technical maintenance of buildings includes equipment maintenance, demolitions, renovations, insulation and waterproofing (refer to the technical specifications of Annex 1 of the DT and the nature of this activity) and the references submitted by the winning EO for this Lot are all of this nature. Consequently, your claim on this point is unfounded.

Whereas, regarding the organizational plan of works, tools and machinery, and other issues that you claim regarding this point, do not stand, because these requirements apply during the implementation of the contract and the same are not evaluation requirements. The EO has submitted the Declaration on the technical specifications that all services will be provided in full compliance with the technical specifications of the DT. Therefore, these complaint claims do not stand and are rejected as unfounded.

Response to complaining claim no. 2

The claim of the complaining tenderer AVAG GROUP SH.P.K.; H & S Partners Group SH.P.K., Rr.

Mbreti Genc, MATI 1 NR.C-04-01, 10000 Prishtina, that it is responsible for Lot II does not stand. Your tender is administratively irresponsible for this Lot, as you have not submitted the documentation for the Technical and Professional Capacity according to the requirements set by the CA in the Contract Notice and the DT, and you do not meet the requirements for both lots with the staff offered. The EO has classified you as responsible for Lot I, because you had the highest price in that Lot.

This claim does not stand and is rejected as unfounded.

Response to the complaining claim no. 3

The Contracting Authority clarifies that the EO recommended for the contract has fulfilled all the requirements set by the CA in the Contract Notice and the DT for the Requirements on the technical and/or professional capabilities for the professional technical staff. The list of completed contracts in the requested area - technical maintenance or similar - submitted by the EO recommended for the contract meets the requirements of the CA regarding the nature of this Procurement Activity for technical maintenance. Technical maintenance of buildings includes equipment maintenance, demolitions, renovations, insulation and waterproofing (refer to the technical specifications of Annex 1 of the DT and the nature of this activity), and the references submitted by the winning EO for this Lot are all of this nature. Consequently, your claim on this point is unfounded.

Also, you have had access in accordance with the LPP, Article 10 and Regulation No. 002/2024 Article 7 Confidential Business Information and Access to Documentation - cleared version, since the EO recommended for the contract has submitted the Request for Confidentiality.

This claim does not stand and is rejected as unfounded.

The expertise report with no. 0850/2025 has been duly accepted by all procedural parties.

The CA has not agreed with the recommendations of the review expert report, the EO has agreed with the report of the review expert.

The expertise report with no. 0590/2025 has been duly accepted by all procedural parties.

The CA has not agreed with the recommendations of the review expert report, nor does the EO agree 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 within the meaning of Article 24 paragraph 1 of the Rules of Procedure of the PRB, taking into account that the claims of the parties and their submissions, the evidence and the report of the review expert provide sufficient data to decide on the merits of the case. –

-Administration and evaluation of evidence –

In order to fully establish the factual situation, the review panel has administered as evidence the report of the review expert, the submissions and documents of the complainants, the letters and documents of the contracting authority, the relevant documents related to the procurement activity and all the evidence proposed by the procedural parties.

Regarding the claims of EO AVAG GROUP SH.P.K., the review expert through report no. 2025/0850 has assessed as follows:

Response to Claim no.1

The complaining claim of the complaining EO has to do with the technical and professional requirements which according to the requirements of the FDT -for Lot- II Requirements: 6)- One (1) Technician (ventilation - air conditioning - heating)

Evidence: 6) For the technician Diploma or Certificate -relevant professional copy, CV, valid contract or employment agreement with the employer for this project - copy.

The complaining EO claims that the EO recommended for the contract does not meet the requirement above due to the fact that the proposed bidder for this request does not possess the relevant certificate or diploma in order to be qualified at this point.

The EO recommended for the contract in the offer has proposed A.L. who possesses a diploma for completing high school at the SHMP SH. Spahija in Peja, with protocol number: 01-1374 with the direction of "MACHINERY" and the profile of "METALWORKER".

The review expert assesses that the CA's request at this point was specific by requesting a Technician, (ventilation - air conditioning - heating) while the offer submitted the direction of Machinery with the profile of Metalworking which has nothing to do with the direction that was requested, therefore the CA during the evaluation of the offers at this point acted in violation of Article 7 and Article 59 of the LPP, Article 4.3 paragraph c and Article 40.6 paragraph c, as well as 40.7 of the RRPP 002/2024.

It is worth noting that the CA, during the evaluation of the complaining EO's bid, considered the staff presented by this operator as staff dedicated to LOT 1, even though the bid did not specify for which LOT this staff was offered. In this way, the CA eliminated the complaining EO's bid on the grounds that it did not present any staff at all for LOT 2.

Meanwhile, in the case of evaluating the bid of the EO recommended for LOT 2, even though this operator has presented staff specifically dedicated to LOT 2 with which in the above-described point it does not meet the FDT requirement, the CA, during the response to the request for reconsideration, justified its decision by stating that, even though the staff presented for that LOT does not meet the selection conditions, the recommended EO possesses sufficient staff that can be taken from the staff presented for other LOTs.

The CA, in this way, has used double standards during the evaluation, acting in contravention of Article 7 and 59 of the LPP and that the claim is grounded.

Response to Claim No. 2

The complaining claim of the complaining EO has to do with the technical and professional requirements which, according to the FDT requirements, are required:

2. The economic operator or group of participating economic operators must prove that it has completed contracts in the requested field - technical maintenance or similar (from the Contract Notice for the past three-year period) all together in a value of not less than: LOT -II - 200,000.00 €;

List of completed contracts signed and stamped by the EO for completed projects, attaching references or final acceptance minutes. When completed for a public authority, a copy of the relevant certificate(s) or reference issued by such public authority shall serve as evidence of this completion. While for contracts listed in the list; completed for a private buyer, evidence of this completion shall be a copy of each document signed by the buyer and evidence of such insurance (as evidence there must be evidence from the bank). indicating the value, date and place of completion of the project. The complaining EO claims that the EO recommended for the contract does not meet the required criteria for experience in similar projects worth €200,000, according to the list of projects submitted with the bid.

The review expert explains that the EO recommended for contract, with the bid, has submitted a list of 51 projects. The review expert explains that the list of contracts does not comply with the submitted references and as a result the value of the projects implemented according to the list cannot be assessed. Furthermore, the list of projects includes projects that do not fall within the three-year period required by the TDS.

After administering the evidence (list and references), the review expert assesses that the projects included in the list should have been identified and assessed by the CA based on the FPP and the FDT requirements. Consequently, the CA during the assessment did not act in accordance with Article 40.2, 40.6 and 40.7 of the RRPP 002/2024 and that the complaint claim is grounded.

Response to Claim No. 3

The complaining EO at this point claims that the EO recommended for the contract has not submitted the documents required by Annex 1 of the technical specifications, specifically with the request for: In addition to the documents required in the Instructions, the winning company is obliged to submit, as part of their bid, the documents according to the following specification:

1. Work organization plan for the implementation of technical maintenance of buildings according to Lots
2. Work organization plan for technical maintenance of buildings according to Lots
3. Komfor plan for the organization of technical maintenance works including the custodian to prepare the organizational chart - structural organization chart with job descriptions, the number of leaders and qualifications of workers planned for each Lot for which it is bidding,
4. Specification of machinery-vehicles owned by the company - for each machine-vehicle submitted, proof of ownership of the company must be submitted, (copy of the registration booklet or),
5. Specification of tools and work equipment owned by the company.

The review expert assesses that the request for documents part of this claim according to the tender dossier were requested only by the winning company, so it is foreseen that these documents will be submitted only by the company recommended for the contract and that it was not a selection criterion in the bidding phase.

As a result, the CA, during the evaluation of the bids, acted in accordance with Article 40 of RRPP 002/2024 and that the complaint claim on this point is not grounded.

Regarding the claims of EO Global Holding SH.P.K., the review expert through report no. 2025/0861 has assessed as follows:

Response to Claim no.1

The complaining claim of the complaining EO is related to the technical professional requirements which, according to the requirements of the FDT, are required:

2. The economic operator or group of participating economic operators must prove that it has completed contracts in the requested field - technical maintenance or similar (from the Contract Notice for the past three-year period) all together in a value of not less than: LOT -I - 250,000.00 €;
3. List of completed contracts signed and stamped by the EO for completed projects, attaching references or final acceptance minutes.

When they have been completed for a public authority, a copy of the relevant certificate(s) or reference issued by such public authority will serve as evidence of this completion.

While for the contracts mentioned in the list; that have been carried out for the private buyer, evidence of this realization must be a copy of each document signed by the buyer and evidence of such insurance (as evidence there must be a certificate from the bank). indicating the value, date and place of the project realization

The complaining EO claims that the EO recommended for the contract does not meet the required criteria for experience in projects in the required field - technical maintenance or similar in the amount of 250,000 €, according to the list of projects submitted with the bid because most of them are supplies and installations.

The review expert explains that the EO recommended for the contract with the bid has submitted a list of 64 projects, of which there are projects from public and private institutions.

The review expert after administering the evidence; the offer of the EO recommended for the contract, the evaluation documents (evaluation report, notification of the CA's decision, the Decision on the request for review) assesses that the EO recommended for the contract has submitted lists of projects that have a large number of projects in the private sector as well as projects in public institutions that are in all areas according to the FPP. The CA during the evaluation did not identify which projects were taken into account by the CA, and which met the criteria according to the FDT requirements.

The review expert during the administration of evidence has found that the EO recommended for the contract has a large number of contracts with KEDS in which the bank's evidence is not attached, there are projects that are construction as well as projects that according to the FPP dictionary and the contract description it is not possible to clearly assess whether they can be included in the requirements according to requirement 2 of the FDT. Likewise, the complaining

EO during the complaint procedure has not identified which projects according to the complaining EO are disputable and cannot be included in the evaluation of the bid.

In conclusion, the review expert assesses that the CA during the administration of evidence has partially implemented the requirements of UOPP 001/2023 as well as the requirements of Article 40 of RRPP 002/2024 and consequently considers that the complaint claim is partially grounded.

Response to Claim No. 2

The complaining EO's complaint claim at this point is related to the offer of the EO recommended for the contract. According to the complaining EO, the value of the offer submitted by the recommended EO does not meet the requirements and legal obligations arising from the contract, especially in relation to the costs for the engaged staff, including salaries and pension and tax contributions.

The complaining EO claims that the recommended EO's offer contained an incorrect cost calculation, resulting in a bid below cost. For this reason, the complaining EO assesses that the offer of the recommended EO should be rejected, as it does not guarantee the implementation of legal and contractual obligations.

In relation to the claim of the complaining EO that the offer of the EO recommended for the contract is below cost and, consequently, the contract cannot be executed, the review expert assesses as follows: According to Article 41 of the RRPP 002/2024, the CA is obliged to take measures only in cases where a bid is formally identified and treated as an abnormally low bid. In this procedure, there are no direct claims or complaints about the existence of an abnormally low bid, and as such this issue was not addressed during the preliminary stages of the evaluation. Responsibility for the execution of the contract lies entirely with the recommended EO, in accordance with the submitted bid. The recommended EO is obliged to fulfill all contractual obligations, including obligations arising from the Labor Law and tax and pension legislation, regarding internal organization and payments for the engaged staff. The CA is responsible for monitoring and ensuring that the contract is implemented in full compliance with the terms and requirements of the contract, as set out in the FDT. The internal organization of the recommended EO, the staff structure and the manner of managing its costs are not subject to assessment by the CA, as long as these do not constitute a direct violation of the requirements of the TDS or the PPL.

The criteria and requirements of the FDT did not foresee the obligation to submit a cost analysis of the bid. Consequently, the claim of the complaining EO on the lack of an accurate calculation of salaries and contributions cannot be taken as a basis for rejecting the bid of the EO recommended for the contract, since such a request was not part of the tender documentation. Finally, the EO recommended for the contract is responsible for the full fulfillment of the contract according to its bid, while the CA bears responsibility for the supervision and implementation of the contract in accordance with the law and the FDT, therefore the complaining claim of the complaining EO on this point is unfounded. Response to Claim No. 3

The complaining claim of the complaining EO is related to the technical and professional requirements which according to the requirements of the FDT For Lot I Request:

4. - One (1) Hydrotechnical Technician (Water and Sewerage Installer)

3) For the technician Diploma or Certificate - relevant professional copy, CV, valid contract or employment agreement with the employer for this project - copy.

2) - One (1) Technician (Water Installer)

Evidence: 6) 2) For the technician Diploma or Certificate - relevant professional copy, CV, valid contract or employment agreement with the employer for this project - copy.

The complaining EO claims that the EO recommended for the contract does not meet the requirement as above due to the fact that for the requirements as above it has offered university diplomas that contradict the basic human and professional principles, therefore it has offered overqualified staff, misleading the CA.

The EO recommended for the contract for the requirements as above for LOT 1 has offered staff (B.O) who holds a Bachelor's degree in the Faculty of Civil Engineering and Architecture with a specialization in Hydrotechnics as well as staff (N.M), who holds a Bachelor's degree in the Faculty of Civil Engineering and Architecture with a specialization in Hydrotechnics.

The review expert explains that according to Article 8.1 paragraph 2 of UOPP no. 001/2023, the CA has the right to determine in the FDT the minimum requirements that economic operators must meet in order to qualify in the procedure.

Also, in accordance with Article 8.2 of UOPP no. 001/2023, EOs are obliged to prove the fulfillment of these minimum requirements in order to qualify.

In the specific case, the FDT has determined the minimum requirement for the provision of professional staff as above.

The EO recommended for the contract has offered professional staff with a Bachelor's degree at the Faculty of Civil Engineering and Architecture - Hydrotechnical direction, which constitutes a higher qualification than the required minimum.

The review expert, based on the complaint claims and the evidence submitted with the bid, assesses that the CA during the evaluation of the bid on this point acted in accordance with Article 8 of the UOPP during the determination of the FDT requirements as well as Article 40 of the RRPP during the evaluation of the bid and consequently the complaint claim on this point is not grounded.

-Findings of the Review Panel –

The Review Panel assesses that the Review Expert Report, drafted at the request of the Panel regarding the dispute in this case of public procurement activity, contains the essential elements of such a document as foreseen by the provision of Article 113 in conjunction with Article 114 of the LPP, according to which the expert is required to review all procurement documentation,

including all complaint claims and to provide the Panel and all parties to the dispute with an independent and professional assessment of the procurement activity and the validity of the complaining claims. However, it should be noted that the legal fact that the expert report is not binding on the Review Panel and that any such report is assessed and/or analyzed in the general context of the case files, the alleged facts and other possible evidence, taking into account the nature of the possible violations, the course, nature and purpose of the procurement activity, therefore the fact in which cases and for what, the Panel relies or not, on the expert report and/or any of the recommendations, is a matter of his/her independent and professional judgment, as these responsibilities are addressed in the sense of Article 98, 99 in conjunction with Article 105 of the Public Procurement Law.

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's report and his assessments are acceptable and that the Review Panel rightly took his Report into consideration when making the decision. Consequently, the Review Panel, regarding the claims of the complaining economic operators, has given full confidence to the review expert's report, therefore the Review Panel, without the need for further clarifications, assesses as grounded the complaints of the complaining EOs to cancel the notification on the decision of the CA to award the contract for Lot I and II, while the procurement activity is returned for re-evaluation.

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, has found that the complaint of the Economic Operator AVAG GROUP SH.P.K. is approved as founded. Consequently, the Review Panel has decided regarding the procurement activity with Technical maintenance of government buildings Lot - I,II,III,IV,V and VI with procurement number 214-25-4909-2-1-1, to cancel the contract award notice for Lot II and return the case for re-evaluation. The Review Panel, taking into account the above-mentioned description and facts and after reviewing the case files, concrete analysis and documentation of the case, considers the economic operator's complaint as partially grounded, suggesting that the procurement activity in question be reassessed and that during the reassessment the CA act in full compliance with the legal provisions of the LPP and the requirements of the tender dossier and contract notice.

Based on the above, the Review Panel considers that the actions and acts of the CA, and the assessments of the review expert regarding the fulfillment or not of the conditions described above and the complaint statements in this case constitute sufficient grounds for the procurement activity to be returned for re-evaluation.

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, has found that the complaint of the Economic Operator Global Holding SH.P.K. is approved as partially grounded. Consequently, the Review Panel has decided regarding the procurement activity entitled Technical maintenance of government buildings Lot - I,II,III,IV,V and VI with

procurement number 214-25-4909-2-1-1, to cancel the contract award notice for Lot I and return the case for reassessment. The Review Panel, taking into account the above-mentioned description and facts and after reviewing the case files, concrete analysis and documentation of the case, considers the complaint of the economic operator as partially grounded, suggesting that the procurement activity in question be reassessed and that during the reassessment the CA act in full compliance with the legal provisions of the LPP and the requirements of the tender dossier and contract notice.

Based on the above, the Review Panel considers that the actions and acts of the CA, and the assessments of the review expert regarding the fulfillment or not of the conditions described above and the complaint statements in this case constitute sufficient grounds for the procurement activity to be returned for re-evaluation.

The Review Panel has decided in accordance with the legal competences in terms of Article 104 paragraph 1 in connection 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.

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

For point II of the decision, it was decided based on Article 131 of the LPP in connection with Article 29 paragraph 3 of the PRB Rules of Procedure.

For point III of the decision, it was decided based on Article 31 paragraph 4 and paragraph 6 of the PRB Rules of Procedure in connection with Article 118 of the LPP.

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

President of the Review Panel

Mrs. Kimete Gashi Brajshori

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;
1x1EO–“ AVAG GROUP SH.P.K., " Global Holding " SH.P.K.”;
1x1 Archive of the PRB;