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

Psh. No.292/26

The Review Panel, appointed by the Acting President of the PRB, pursuant to Article 105, 106, and 117 of the Law on Public Procurement of the Republic of Kosova (LPP) composed by Kimete Gashi Brajshori Isa Hasani and Batisha Ibrahimi deciding upon the appeal of the Economic Operator (EO) “Avag Group - H&S Partners Group” 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 “Technical Maintenance of Government Buildings Lot - II” with procurement number: 214-25-4909-2-1-1, on the 03/07/2026 has issued this:

# DECISION

1. Approved, as partly grounded the complaint of the EO “Avag Group - H&S Partners Group” SH.P.K. with no. 2026/0292, dated 04/05/2026, regarding the procurement activity “Technical maintenance of government buildings Lot - II” with procurement number: 214-25-4909-2-1-1.

2. Cancelled, Notice of cancellation of the procurement activity, while the procurement activity "Technical maintenance of government buildings Lot - II" with procurement number 214-25-4909-2-1-1 is returned for re-evaluation.

3. The funds deposited in the name of the tariff fee for filing the complaint are returned to the account of the Economic Operator "Avag Group - H&S Partners Group" SH.P.K.

## 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 regarding the procurement activity entitled

“Technical Maintenance of Government Buildings Lot - II” with procurement number 214-25-4909-2-1-1.

On the 21/04/2026, the EO “Avag Group - H&S Partners Group” SH.P.K. has submitted a request for review against the above-mentioned decision of the CA. The Contracting Authority has rejected the request for review as unfounded.

On the 04/05/2026, the PRB received the complaint from the EO “Avag Group - H&S Partners Group” SH.P.K. with no. 0292/2026 regarding the activity “Technical maintenance of government buildings Lot - II” with procurement number: 214-25-4909-2-1-1.

***-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 according to Article 4 paragraph 1 subparagraph 26 of the LPP. In this way, the PRB 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 “Avag Group - H&S Partners Group” SH.P.K. are submitted as follows:

First claim - Objection to the decision of the CA to reject the request for reconsideration of GOE “AVAG GROUP” SH.P.K., as a decision unfounded in facts and legal provisions.

The Contracting Authority, with the decision issued on 24.04.2026, has rejected as unfounde  the request for reconsideration submitted by GOE “Avag Group - H&S Partners Group” SH.P.K.

The decision was issued without providing any reasoned justification and based on facts or relevant legal provisions in relation to the submitted claims.

The decision conflicts with the clear legal obligations of the Contracting Authority, from Article 108/A paragraph 12 of the LPP, which expressly requires that the findings submitted be analyzed and justified in a sufficient manner and in accordance with the factual situation and the legal basis in relation to the complaining claims and the facts and evidence presented by the party.

It also conflicts with Article 24 paragraph 1 of the LPP, a provision which obliges the CA to execute all procurement activities in full compliance with this law.

In the present case, the CA's OPP has not met any of these standards. Instead of analyzing the allegations and facts presented by the complainant in relation to the factual and legal situation - as required by Articles 1, 7, 24 and 62 of the LPP - it has limited itself to general statements and references to two Government decisions dated 20.02.2026 and 19.03.2026, claiming that the CA's actions are in accordance with the procurement procedural provisions. However, it has not supported this position with any concrete facts or arguments. Specifically, the CA's ZPO has not explained and proven with any concrete fact and evidence, in factual and legal terms, the following fundamental issues: First: Which concrete legal provision allows and gives retroactive force to the Government's decisions dated 20.02.2026 and 19.03.2026, in such a way that they are used to the detriment of the acquired rights of the complaining GOE?

According to the Law on Administrative Procedure and its Commentary, an administrative act may have retroactive effect only in the following cases: a) when the law itself expressly provides for it; b) when the retroactive effect is in favor of the interested party and does not prejudice its rights; and c) when the act is issued in implementation of a court decision by which a previous act was declared invalid. In the specific case, none of these situations exist. Therefore, the use of these decisions with retroactive effect to violate the rights of the complaining GOE has no legal basis and directly contradicts the principle of legality.

Second: The reason why the CA has applied these decisions in a selective and exclusive manner to the complaining GOE, ignoring them in relation to the other EO for LOT I under the same conditions is completely unjustified.

The fact is concrete. With the Decision of 06.03.2026, which came exactly 21 days after the Government Decision of 20.02.2026, in which the CA is now invoked as an obstacle to the implementation of the procurement activity for LOT II and its cancellation, the CA has awarded another EO “Lurn” Sh.p.k. with the award of the contract and has signed that contract on 13.03.2026.

Evidence 1: See the award decision dated 06.03.2026 and the contract dated 13.03.2026.

Therefore, if that government decision prevented the continuation of the procedure due to lack of funds, then the same obstacle existed for LOT I at the same time. This double and selective treatment, without any legal explanation, is not a procedural error of the case; it is a clear violation of the principle of equal treatment and the principle of legal certainty, which guarantee that all interested parties are held to the same rules, without exceptions and without unjustified differences.

Such a tendentious and inconsistent action of the CA not only contradicts the principle of legality, but at the same time creates instability in legal relations, violates the legal guarantees and legitimate expectations of the complaining GOE, which are expressly protected by the legislation in force and which the procurement bodies are obliged to respect at every stage of the process. Third: Among other things, the CA's ZPO has not explained with any concrete facts or evidence how it is possible that after returning the activity for re-evaluation, a decision is made, whether rejection, approval or cancellation, completely bypassing the re-evaluation procedure by the relevant commission and without issuing the re-evaluation report.

This is a clear violation of the procedure and of Article 39 of the RRPP, since such a decision has no procedural basis and remains factually and legally unsupported. In addition, the CA's OPP has not presented any concrete facts or evidence to explain its interpretation regarding the status of the interested party in relation to the EO EJONA SHPK, which completely differs from the factual situation confirmed by the CA itself with the Decision dated 06.03.2026, as well as with the two decisions of the PRB and with the legal basis in force, specifically Article 4.1.26 of the

LPP, in conjunction with Article 108/A and 103 of the LPP. Also, the CA's ZPP tries to confuse the description of the factual situation when it states that these funds existed, as the complainant claims, but referring to the decision of 19.03.2026 emphasizes that the budget allocation has changed, which is not correct, because according to Law No. 10/L-001 on Budget Allocations for the RKS Budget for the Year 2026, the same budget in the total amount of 2.9 million euros appears in the name of the Ministry of Internal Affairs, in

Table 3.2 - Capital Projects for the Central Level, Budget Code 12992, column no. 5

"Renovation of Government Buildings".

Furthermore, the CA's ZPP is referring to a budget transfer in open violation of Law No. 03/L-048 on Public Finance Management and Accountability. Article 30 paragraph 3 of this law provides that the transfer by decision of the Government may be made only for an amount exceeding 15%, but remaining below 25% of the affected budget allocation. While Article 30 paragraph 4 is even clearer - for any transfer equal to 25% or more, the Minister may authorize it only after having received the written approval from the Assembly. In this case it is a full transfer - 100% of the value - without the approval of the Assembly, as expressly required by the law. Therefore, the CA's reference to this transfer as a basis for the cancellation of the activity has no legal basis.

For these reasons, we consider that the CA's decision to reject the request for reconsideration does not meet the legal standards of reasoning and is decided in violation of the provisions of the LPP and RRPP, as well as the basic principles of administrative procedure. As such, it should be declared illegal. Therefore, we request that the PRB ascertain this legal violation.

The following are the complaint claims submitted to the CA through the Request for Reconsideration dated 21.04.2026, which are based on concrete facts and legal analysis that prove violations of the relevant provisions of the LPP and the sub-legal acts in force.

Second claim (First claim of the Request for Reconsideration)

1. The Contracting Authority, the Ministry of Internal Affairs, through its decision (B58), dated 16.04.2026, has decided to cancel the procurement activity “Technical maintenance of government buildings Lot - II”, no. Proc. 214-25-4909-2-1-1. According to the decision contested with this request for reconsideration, the Responsible Procurement Officer of the CA-MIA claims that this decision was taken because the MIA does not have the necessary budgetary funds, citing unforeseen circumstances related to the institutional reorganization carried out with Government Decision no. 02/02, dated 20.02.2026, which divided the ministry and created new institutional structures.

2. Considering the factual situation and the provisions of Article 62 in conjunction with Article 9 of the LPP and Article 43 of the RRPP, which expressly determine the cases when the CA may terminate a procurement procedure, it is established that the reason for which the ZPO was invoked does not apply to any of these provisions. However, the decision to cancel LOT II, in connection with the prior decisions, is motivated by interests other than legal ones, with the sole aim of invalidating the decision of 06.03.2026 and preventing the signing of the contract, given

that the competing EO EJONA SHPK, preferred by the CA, could not under any circumstances be awarded the contract.

Its tendency results from the continuation of a planned scheme to strip the applicant of his legally acquired right. The cancellation of the activity is a predetermined outcome, preceded by three consecutive steps: the decision of 06.03.2026 to award the contract, which served as a disguise for the formal implementation of the PRB decisions to avoid any procedural responsibility and to create the necessary justification for subsequent steps; the decision of 17.03.2026 by which the request of the irresponsible EO was accepted as grounded and the case was returned for reassessment, as a means to invalidate the decision to award the contract of 06.03.2026 by creating the appearance of due process; and the decision dated 16.04.2026 for the complete cancellation of the activity, as the final link of this scheme, with the sole purpose of preventing the signing of the contract with the applicant as the legitimate winner.

This scheme is confirmed by the fact that with the same decision of the PRB (PRB:2025/1239) dated 05.02.2026, the winner was also confirmed for LOT I, a contract which has been signed and is being executed normally, proving that the cancellation of LOT II is not a result of objective and legal circumstances, but of this planned scheme. So, the object of this contract, in addition to the facilities of the Ministry of Internal Affairs, most of the other facilities belong to other public institutions or agencies (IKAP, Nekibe Kelmendi Street, Hajvali Neighborhood; Wastewater Treatment Plant (next to IKAP) - Hajvali Neighborhood; Labor Inspectorate (opposite “Pishat” Restaurant) - Qendër Neighborhood; former Kosovo Tax Administration, ATK board, Peja League Street (at “Santeja”); Employment Agency and MFPT Annex - opposite the former Fazita).

More specifically, the claims presented by the Public Procurement Office in the contested decision as a pretext for the cancellation of the activity for LOT II are unlawful, as they conflict with the legal criteria set out in Article 62 in conjunction with Article 9 of the LPP and Article 43 of the RRPP. Also, they conflict with and are in conflict with the provisions of Article 1, paragraph 2 and 3, Article 7, paragraph 1, 2 and 4 of the LPP in relation to Article 4.3, points c, f, g of the RRPP, Article 24, paragraph 2 of the LPP, Article 59, paragraph 4 and Article 60, paragraph 1.1 of the LPP in relation to Article 40, paragraph 1, 2.1, 6 and 13 of the RRPP, Article 105, paragraph 2.16 of the LPP in relation to Article 67.9 of the RRPP. All of these, based on the concrete facts and arguments that we will list as follows:

First, the call of the Public Prosecutor's Office in unforeseen circumstances regarding the institutional reorganization carried out by Government Decision No. 02/02, dated 20.02.2026, conflicts with the principle of legal certainty and the prohibition of retroactive effect.

Because, all acts and actions undertaken by state bodies exercising public authorizations, including the procedure for determining an obligation or recognizing a right, must be carried out in accordance with the law in force at the time of their undertaking, and the acts have effect from the day of their approval. Therefore, legal relations initiated and developed under the law in force cannot be changed retroactively through the justification of a later act, but end on the basis of the law in force.

The Government Decision is a general administrative act that regulates institutional organization;

cannot produce legal effects retroactively, cannot replace and has no power to derogate from the special legislation (lex specialis) of procurement, the LPP supplemented by the sub-legal acts, the RRPP and the UPP. And as such it cannot serve as a legal basis for the cancellation of a procurement activity, which was initiated and developed before this decision, and which is expressly regulated by Article 62 of the LPP and Article 43 of the RRPP. Therefore, the cancellation of the activity by invoking this reasoning conflicts with the concept of legal certainty and with these provisions and cannot produce any legitimate legal effect.

Secondly, the claim of the CA-MIA that it does not have the necessary budgetary funds for the implementation of this procurement procedure is unfounded, as it is in direct contradiction with the factual situation and the provisions of the LPP that regulate the initiation of procurement activities. Article 9 of the LPP requires that, before any procurement activity, the MAO and the MFO prepare and sign the "Declaration of Needs and Determination of the Availability of Funds", which confirms that funds are available in sufficient amounts for the implementation of the contract, based on the budget allocations expected to be made in the coming fiscal years, confirmed in the tables of the Law on Budgetary Allocations. This statement was signed by the PPO, MFO and MAO themselves on 13.08.2025 and is part of the tender dossier confirming that the funds are available in sufficient amounts for the implementation of the contract. Also, Law No. 10/L-001 on Budgetary Allocations for the Budget of the Republic of Kosovo for 2026, published in the Official Gazette on 02.03.2026 after the alleged reorganization, expressly provides for sufficient budgetary allocations within the Budgetary Organization: Ministry of Internal Affairs (Code 214000), specifically in Table 3.2 - Capital Projects for the Central Level, Budget Code 12992, column no. 5 "Renovation of Government Buildings".

Evidence: Please see the Statement of Funds Availability and the table with budget allocations. Therefore, the claim of lack of funds contradicts the declaration signed under Article 9 of the LPP and the planned and approved budget for 2026, making this reasoning legally untenable and contrary to Article 62 of the LPP and Article 43 of the RRPP. Thirdly, and most importantly, the claim of the CA-MUP that this cancellation is made in accordance with the provisions of the LPP and the Law on Public Finance Management does not stand, as it is in direct contradiction with the factual situation established above and with the legal criteria set out in Article 62 of the LPP in conjunction with Article 43 of the RRPP. Article 62 of the LPP very clearly states that cancellation is permitted only when "a violation of the current law has occurred or will occur... which cannot be regulated" and when "all responsible tenders contain a price exceeding the budget", while Article 43 of the RRPP defines in 11 points the cases after the opening of bids when the procedure may be terminated. In the specific case, there is no such violation and our bid is within the budgetary limits of the value foreseen for LOT II, while the procedure for awarding the contract according to the decision of 06.03.2026 was carried out in full compliance with the two binding decisions of the PRB.

The selective cancellation only for LOT II does not apply in any of the listed cases and contains an absolute lack of legal basis, making this act arbitrary and invalid, since its object is legally impossible. In essence, the selective cancellation for LOT II is the clearest evidence of illegal motivation in order to prevent the signing of the contract with the applicant as the legitimate winner according to the decision of 06.03.2026, in implementation of the decisions of the PRB. Thus, among other things, the actions of the CA in taking such an act and the planned delay for this lot, given that this issue has been judged twice by the PRB with final decisions, also contradict Article 1 of the LPP, which requires that the decisions of public officials not be influenced by personal interests and be characterized by non-discrimination, transparency and compliance with the procedural and substantive requirements of the law.

Therefore, based on the factual and legal situation presented above, we consider that by taking the decision to cancel the procurement activity for LOT II, the Public Procurement Office acted in violation of Article 62 of the LPP, in conjunction with Article 43 of the RRPP, and at the same time in violation of Articles 1, 7, 24, 59, 60 and 105 of the LPP, in conjunction with Articles 4.3 points (c), (f), (g), as well as Article 40 paragraph 1, paragraph 2 subparagraph 2.1, paragraphs 6 and 13, as well as Article 43 of the RRPP.

Fourthly, the decision to cancel the activity for LOT II was also issued in flagrant violation of the procedural obligations provided for by Article 59.1 of the LPP in conjunction with Article 39 of the RRPP and Article 40.2.1 of Regulation No. 002/2024, which stipulate that the CA is obliged to establish an Evaluation Commission for the examination and evaluation of bids, including cases when the activity is returned for re-evaluation based on a request for review or a decision of the PRB. By the decision of 17.03.2026, the same LPP returned the case for re-evaluation, but did not establish an Evaluation Commission at all and did not draft an evaluation report, thus violating its legal obligations in a clear and irrefutable manner.

This is confirmed by the OPP itself, which in its electronic response dated 20.04.2026, regarding the applicant's request for access to the report of the re-evaluation commission, confirmed that the commission was not established at all and consequently no report exists. This response by the CA is self-incriminating evidence that the OPP was aware that the decision to cancel the activity, including the decision of 17.03.2026, was unlawful and that the re-evaluation would never be carried out, thus confirming that the acceptance of the request of the irresponsible EO and the return of the case for re-evaluation served as a pretext to achieve the cancellation of the activity, with the sole purpose of preventing the signing of the contract with the applicant as the legitimate winner. Third claim (Second claim of the Request for Reconsideration)

In order to fully reflect the chronological situation of the factual situation and the related illegal actions of the CA-MUP during the administration of this process, through this claim we present the facts and concrete evidence regarding the decision dated 17.03.2026, by which the Public Procurement Office, in violation of the binding decisions of the PRB and the principle of "res judicata", has accepted and returned the case for reassessment without any contested legal basis, accepting as grounded the request of EO EJONA SHPK, which according to the final decisions of the PRB does not enjoy the status of a party with material interest according to Article 4.1.26 in connection with Article 103 of the LPP.

This has consequently led to the legal situation that the Public Procurement Office then proceeded with other legal violations from the planned scheme in violation of the legal provisions mentioned above, by canceling the procurement activity, with the sole purpose of preventing the signing of the contract with the applicant as the legitimate winner.

Concrete facts and evidence:

Firstly, by the decision dated 17.03.2026, the Public Procurement Office has accepted for review on the merits and has approved as grounded the request for review of EO EJONA SHPK, returning the case for reassessment without any contested basis, without any change in the factual or legal circumstances and in contradiction with the binding decisions of the PRB, with the sole purpose of changing the epilogue established by the decision dated 06.03.2026. PRB decisions no. 2025/0850, dated 27.10.2025, and no. 2025/1239, dated 05.02.2026, as final and binding decisions for the

CA, unchallenged in the competent court neither by the CA nor by the EO EJONA SHPK, have concluded that the applicant's offer meets all the criteria of the tender dossier, while the offer of EO EJONA SHPK is irresponsible and must be rejected.

The findings of these decisions were materialized in the decision dated 06.03.2026, by which the GOE “Avag Group & H&S Partners Group” Sh.p.k. is declared the winner for LOT II, confirming the fulfillment of all the criteria of the tender dossier, while the offer of EO EJONA SHPK is eliminated as irresponsible, based on the non-extension of the tender validity period according to the request of the CA (B47) and Article 30.6 of the RRPP, as well as the non-fulfillment of the selection criteria according to the tender dossier and Article 59 of the LPP and Article 40.6 of the RRPP.

However, only 11 days later, the same Public Procurement Office issues a decision dated 17.03.2026, by which it returns the case for reassessment by approving the request of EO EJONA SHPK, an operator that does not enjoy procedural legitimacy and under no circumstances can be recognized as an injured party or a potential winner of this tender. This decision, in complete contradiction with the relevant provisions of the LPP and RRPP and with the binding decisions of the PRB, has served as a pretext to change the result of the decision dated 06.03.2026 and to reach the already de facto tendency of the CA, the cancellation of the activity, with the sole purpose of preventing the signing of the contract with the applicant as the legitimate winner.

As stipulated by the provisions of Article 4.1.26 in conjunction with Article 103 of the LPP, Article 60 paragraph 3 point (e) of the RRPP and the Public Information dated 02.02.2023 of the PRB, an economic operator declared irresponsible cannot qualify as a party with a material interest and has no legitimacy to submit a request for review; such requests must be rejected as inadmissible. The irresponsible status of EO EJONA SHPK has been ascertained by the PRB itself and confirmed by two binding decisions of the PRB. By accepting its request, the PRB has acted in direct contradiction with its legal practice and with the applicable procurement legislation.

Secondly, the claims approved by the OPP are identical to those from the standard letters dated 27.11.2025 and 09.12.2025, reviewed and rejected as unfounded by the PRB with binding decisions no. 2025:0850 and no. 2025:1239, final decisions, which have not been contested in the competent court by either the CA or the EO EJONA SH.P.K.

The reopening at this stage of cases resolved by final decisions, and in the absence of any legal basis for challenge, constitutes a violation of the principle of res judicata and the binding force of PRB decisions, in violation of Article 4.1.26 in conjunction with Article 105, paragraph 2.16 of the LPP.

Thirdly, the approval by the PPO of the claim regarding the value of the tender security, on the grounds that this value should have been 2 x 7,000 = 14,000 euros, treating the claim as cumulative for all lots for which the operator applied, is unfounded. This interpretation represents an erroneous reflection of the factual situation, which does not coincide with the criteria of the tender dossier, which has expressly structured the insurance as an independent value for each lot: 7,000 euros for LOT II, and not as a cumulative amount, raising unfounded assumptions in order to give the impression that something illegal has occurred on the part of the applicant.

According to the Public Procurement Guidelines, when the CA limits the number of lots awarded to an economic operator, the minimum requirements are calculated according to the highest value among the lots in which the operator competes, not cumulatively. In the specific case, the applicant has competed in two lots with equal security value and has submitted the tender security in the amount of 7,000 euros, exactly the value determined by the dossier for LOT II, for which it was declared the winner by the Decision dated 06.03.2026. The dossier requirement has been fully and legally fulfilled.

Whereas, as for the reference of EO EJONA SH.P.K. to the decision of the PRB no. 1033/2025, related to another procurement procedure and different circumstances, it has no binding force in the specific case and cannot replace the direct application of the relevant provisions of the dossier and the legislation in force.

Therefore, the approval of this claim, based on a deliberate misinterpretation of the tender dossier and the procurement legislation, constitutes an unfounded action with the pretext of paving the way for the cancellation of the activity, as has happened. For these reasons, through this request, we address your institution in order to stop this deliberate illegality here and to annul the decision in question, in order to guarantee the applicant's right solely on a legal basis, in accordance with your decision dated 06.04.2026, the two final decisions of the PRB, as well as in accordance with the relevant provisions of the LPP, RRPP, UPP and the legally defined limits according to the Code of Ethics, for which you have declared under oath.

Based on Article 111 paragraph 5 in connection with Articles 113 and 114 of the LPP, the Review Panel on 06/05/2026 authorized the expert to conduct the initial review of the file and claims under the complaint with no. 0292/2026, while on 18/05/2026 the expert report with no. 0292/2026 was submitted, 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 submissions and documents of the complainant, 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 the EO "Avag Group - H&S Partners Group" SH.P.K. the review expert through report no. 2026/0292 has assessed as follows:**

**Claim no. 1**

Firstly, we clarify that, although according to the complaint three complaint claims are numbered, the main complaint claim and the object of the review of this complaint has to do with the CA's reason for canceling the procurement activity, where according to the CA the reason for the cancellation is the lack of budget and institutional reorganization.

The complaining EO, among other things, claims that:

"Consequently, even accepting the fact of reorganization as such, this fact does not constitute an obstacle and does not make it impossible to continue the procedure in accordance with the decision of the CA dated 06.03.2026, with the two binding decisions of the PRB, as well as with the provisions of Articles 59 and 60 of the LPP, in relation to the fundamental principles of Articles 1, 6 and 7 of this law. In administrative law, ongoing procedures and obligations initiated before the reorganization are transferred to the successor institution, together with the relevant resources and obligations, without prejudice to the acquired rights of the parties and without returning the process to the starting point.

The acquired right of the complaining GOE, based on the two binding decisions of the PRB and materialized by the decision of the CA dated 06.03.2026, cannot be limited or violated by internal institutional regulations on it. which the economic operator has no influence. In the conditions when the procedure was in the re-evaluation phase, with a responsible bidder and a price within the estimated value, the Contracting Authority had a legal obligation to ensure the continuity of the procedure, including its transfer to the successor institution according to the respective phase, and not its unilateral cancellation, contrary to the principles of equality and fair treatment set out in the LPP.

Furthermore, within the same procurement activity, a total of six (6) lots are foreseen, for five (5) of which the Contracting Authority has completed the procedures and concluded the respective contracts. In particular, as we have documented, the contract for LOT I was signed on 13.03.2026, i.e. after the entry into force of the decision on institutional reorganization. This fact proves that the reorganization has not created any real or legal obstacle to the continuation and finalization of the procurement procedures.

In practice, the implementation and management of these contracts is being carried out by the Contracting Authority, respectively the Ministry of Internal Affairs, or can be transferred to the successor institution, together with the relevant resources and obligations, without any difficulties in the functional and legal aspects. This proves that the process has not been interrupted and has not returned to zero as a result of the reorganization.

In these circumstances, the cancellation of LOT II alone represents an inconsistent and contradictory approach of the Contracting Authority, since for the same factual and legal conditions, for five (5) other lots, in particular for the LOT I contract signed after the reorganization, no obstacle to the continuation of the procedure has been established. Such an approach constitutes selective and arbitrary treatment, contrary to the principle of equality and fair treatment of economic operators, guaranteed by Article 7 of the LPP."

The CA, in rejecting the request for reconsideration, among other things, emphasizes that:

"Therefore, after the return of the case for reassessment by the OPP, the CA-MIA was unable to reassess the case because with the Government decision of 19.03.2026, where the budget allocations were adjusted, which also included the funds planned for this project and the competencies to provide this type of service to other institutions, this competency was given to the MoDAP. As a result of these allocations and in the absence of a budget, the CA-MIA did not consider it reasonable to reassess the activity and decided to cancel this activity, as well as the other 7 activities for the same reasons.

Based on the reasons above, the complaint claim is unfounded.

The Ministry of Internal Affairs - OPP, after receiving the request for reconsideration, reviewed the validity of all the claims of the complaining party, which are mentioned above. Pursuant to Law No. 04/L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented by Law No. 04/L-237, Law No. 05/L-068 and Law No. 05/L-092, Article 108/A -

The preliminary settlement of disputes, concludes as follows:

Conclusion:

The request for reconsideration of the tenderer AVAG SHPK - Prishtina is rejected as unfounded, against the Notice on the Decision of the CA, published on 16.04.2026, for the tender "Technical maintenance of government buildings - Lot II", with procurement no.: 214-25-4909-2-1-1.

The decision to cancel the activity for the tender "Technical maintenance of government buildings - Lot II", with procurement no.: 214-25-4909-2-1-1 remains in force."

The review expert gives the opinion that, in accordance with the main provisions and principles of the LPP for equal treatment of EOs, since we have not found any notices for signing contracts on the E-Procurement platform (except for group 4), if the CA has declared the winner or has signed a contract with any EO after the entry into force of the decision on institutional reorganization, then it should act the same with the complaining EO. Based on the above, we assess that the complaining claims are founded.

-*Findings of the Review Panel* -

The Review Panel has independently and objectively, with due diligence and professional care, evaluated all the evidence in 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 “Technical maintenance of government buildings Lot - II” with procurement number 214-25-4909-2-1-1.

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, has found that the complaint of the Economic Operator is approved as grounded. Consequently, the Review Panel has decided, regarding the procurement activity entitled "Technical Maintenance of Government Buildings Lot - II" with procurement number 214-25-4909-2-1-1, to cancel the notice of cancellation of the procurement activity and to return the case for re-evaluation. The Review Panel, taking into account the above-mentioned description and facts and after reviewing the case files, reviewing the complaining claims of the complaining economic operator, the concrete analysis and documentation of the case, finds the complaint of the economic operator to be well-founded, recommending that the procurement activity entitled "Technical maintenance of government buildings Lot - II" with procurement number 214-25-4909-2-1-1 be canceled, the notice for cancellation of the procurement activity be canceled, and the CA 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 point II 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.

For point III of the decision, it was decided based on article 31 paragraph 4 and paragraph 6 of the Rules of Procedure of the PRB 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**

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**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;**
1x1 EO **– AVAG GROUP SH.P.K;**
1x1 Archive of the PRB