



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

Psh. No.0924/25

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 of Vedat Poterqoi- President, deciding according to the complaint of EO “Internat Security Association” SH.P.K. against the Decision to award a contract or a design competition of the “Central Procurement Agency” in the capacity of the Contracting Authority (CA) regarding the procurement activity “Physical security services for APRK facilities” with procurement number: UA/2016-25-6709-2-1-1,, on the 05/11/2025, has issued this:

DECISION

1. Dismissed as not allowed, the complaint of the EO “Internat Security Association” SH.P.K. with protocol no. 2025/0924, dated 18/09/2025, this complaint filed for the procurement activity “Physical security services for APRK facilities”, with procurement number UA/2016-25-6709-2-1-1, initiated by the contracting authority (CA) - “Central Procurement Agency”.
2. In accordance with Article 31, point 4, of the Rules of Procedure of the PRB, the complaining economic operator shall be refunded the complaint fee in the amount deposited upon filing the complaint. The complaining EO shall be obliged, in accordance with Article 31, point 6 of the Rules of Procedure of the PRB, 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 23.07.2025, the “Central Procurement Agency” in the capacity of the Contracting Authority has published the Contract Notice B05 regarding the procurement activity entitled “Physical security services of APRK facilities” with procurement number: UA/2016-25-6709-2-1-1.

While on 05.09.2025 the CA has published the Notice on the decision of the Contracting Authority where it has awarded the contract to EO “KSF Major” JSC in the amount of 146,040.00.

On the 08.09.2025 the EO “Internat Security Association” JSC has filed a request for review against the aforementioned decision of the CA. The Contracting Authority has rejected as unfounded the request for review.

On the 18.09.2025, the PRB has received the complaint from the EO “Internat Security Association” SH.P.K. with no. 2025/0924 regarding the activity “Physical security services of APRK facilities” with procurement number: UA/2016-25-6709-2-1-1

-On the preliminary review phase -

The claims of the complaining economic operator “Internat Security Association” SH.P.K. are presented as follows:

1. The Contracting Authority Central Procurement Authority (hereinafter referred to as CA), on 24.07.2025, has announced the contract notice in relation to the procurement activity entitled: Physical security services of APRK facilities, with procurement number UA/2016-25-6709-2-1-1. 2. The contract notice was made on the electronic procurement platform (e-procurement). 3. The economic operator International Security Association SH.P.K., through the electronic procurement platform, has downloaded the tender dossier with the number and title specified above (hereinafter referred to as DT). 4. In the tender dossier in ANNEX 1, the CA has requested that the legal provisions of the labor law be respected, that employees be registered with TAK, that pension contributions and other requirements be paid, and that the Decision of the Government of the Republic of Kosovo on the minimum wage be respected. 2 In this case, the CA has requested compliance with the provisions of the Labor Law, since it is evident that the Law cannot be partially respected, but every Economic Operator is obliged to comply with the legal provisions in full. - Evidence: Tender dossier, ANNEX 1. Mandatory Technical Specifications On 08.08.2025, within the deadline set by the legal provisions of the Public Procurement Law, the EO has submitted questions to the CA, which it has uploaded to the e-procurement platform, to clarify the conditions of the tender, where the complaining EO has submitted two questions related to the minimum wage level and compliance with the Labor Law: Question 1: We request that you provide us with answers regarding the requested clarifications in order to assist us in preparing our offer (final price). CA's response: Regarding the first question, that salary is not a requirement in the tender dossier. But this issue is regulated by the law on salaries and the Government's decision on the minimum salary. We inform you that all

applicable laws in the Republic of Kosovo must be respected. Question 2: During the implementation of the contract, should Law No. 03/L-212 on Labor and Law No. 08/L-274 on Private Security Services be respected? CA's response: Whereas, as for the second question, yes, during the implementation of the contract, the relevant laws on Private Security Services must be respected. We inform you that all applicable laws in the Republic of Kosovo must be respected.

5. Therefore, the CA's response to the questions posed by the complaining EO was that "All applicable laws in force must be respected". 6. CA has published the questions and answers on the electronic procurement platform related to this procurement activity. - Evidence: Question submitted by the EO and responses from the CA dated 08.08.2025. 7. EO Internat Security Association, based on the specifications of the tender dossier, the criteria required by the CA in the tender dossier, as well as based on the Additional Clarifications - the responses to the questions of the CA, has compiled the financial offer to bid in this procurement activity, respecting the requirements of the tender dossier and the legal provisions according to the recommendation of the CA in the clarification provided in the responses to the questions submitted by the complaining EO. 8. CA through the notification dated 05.09.2025, has awarded a contract to EO "KSF MAJOR SH.A.", which has bid with a price of 146,040.00 €, while the Complaining EO has declared it unsuccessful with the claim that it was not the tender with the lowest price among the tenders that met the requirements given in the contract notice and in the tender dossier. 9. The Complaining EO, within the legal deadline on 08.09.2025, in accordance with Article 108/A par.1 subpar. 3.2., has submitted a request for reconsideration of the Decision of the CA, but the same request was rejected as unfounded. 10. Although the CA has requested compliance with the Decision of the Government of the Republic of Kosovo on the minimum wage, and has requested compliance with the Labor Law on payments to employees, which criteria it has also emphasized in the clarification of the questions posed. Also, despite the fact that the complaining EO in the bid and in the Complaint submitted against the CA's decision has attached the financial table - Analysis which shows the method of calculating the salary according to the law, and which confirms that the EO declared the winner does not meet the criteria, the CA has not taken these criteria which it has set itself as a basis, and has not taken as a basis the legal provisions of the Labor Law and other relevant laws as well as sub-legal acts which are mandatory for everyone to respect without any doubt, otherwise the violation of the law is considered an offense which is also prosecuted criminally. - Evidence: Financial analysis

11. For the reasons that we will emphasize below this request for reconsideration, the Complaining EO considers that, the CA, when making this decision for contract award and the decision to reject the complaint of the Complaining EO, has violated: 1.1. Article 7 of the LPP (Equality in Treatment / Non-discrimination), 1.2. Article 53 of the LPP (Provision of additional information for candidates and tenderers) 1.3. Article 59 par.3 and 4 of the LPP (Examination, Evaluation and Comparison of Tenders), 1.4. Article 60 of the LPP (Contract Award Criteria) 1.5. Article 61, par. 2 of the LPP (Abnormally Low Tenders) 1.6. Article 41.5. point (b) and Article 41.8. point (ii) of the RRUOPP, 1.7. And all these violations of the provisions stated above are directly interconnected and represent violations of Article 6 of the LPP (Economy and Efficiency). 1.8. The Decision of the Prime Minister on the Minimum Wage in the Republic of Kosovo and 1.9. Legal Provisions of the Labor Law Law No.03/L-212 II. Regarding violations of the provisions of the LPP 10. The CA, when awarding the contract to the winning EO, acted

in violation of the provisions of the LPP, because the winning EO should have been declared irresponsible because its bid did not comply with all the requirements set out in the contract notice and the tender dossier, and in this case the decision to declare an irresponsible EO the winner contains violations of the provisions of the LPP and the RRUOPP. 4 11. The winning EO “KSF Major SH.A.” should have been declared irresponsible by the CA, because: 0 The calculation of the salary was not made in compliance with the requirements set out in the contract notice, the tender dossier and clarifications made by the CA; 0 Also, the price offered by the winning EO is in violation of Articles 55, 56, 57, 58 and 59 of the Labor Law Law No. 03/L-212, as well as the 0 Government Decision on the minimum wage in the Republic of Kosovo. Decision No. 02/218 Date: 28.08.2024 II.1. Regarding the calculation of the gross salary in contradiction with the contract notice, the tender dossier and the explanations of the CA 12. The winning EO did not comply with the requirements set out in the contract notice, the tender dossier and the explanations provided by the CA, regarding the request for the calculation of the gross salary of the employees for one month. Based on the explanation provided by the CA, in the answers to the questions for clarification, it requested from the tendering EO that all applicable laws in the Republic of Kosovo as well as the Decision of the Government of the Republic of Kosovo on the minimum wage level should be respected. 13. EO International Security Association has strictly adhered to the criteria requested by the CA and the clarification provided through the answers to our question. Based on this, we have calculated the bid price, respecting the requirements in the tender dossier, the clarification in the answers of the CA and the Legal Provisions, where the CA itself has requested that the Legal Provisions of the Labor Law and all applicable laws in the Republic of Kosovo be respected. 14. Despite the fact that the CA in the answers to the questions has requested compliance with the legal provisions, this criterion has not been respected during the evaluation of the bids, but has recommended for the contract the EO who has offered a price with which it cannot in any way cover the requirements according to the law, which according to the LPP should be considered an irresponsible bid. The bid submitted by the winning EO clearly proves that such bid is not in compliance with this requirement, because the bid price in relation to the working hours provided for in the contract notice and the tender dossier is not real and calculated based on the requirements submitted by the CA. 13. If the winning EO had respected the requirements regarding the minimum gross salary of €350.00 for a security worker, according to the Government Decision on the minimum wage at the national level, and if it had also taken into account the requirements of the Labor Law for calculating the salary and other requirements such as night hours plus 30%, weekend and holiday hours +50%, as well as the calculation of annual leave payment, these criteria which are basic and mandatory for every business, then its offer would not have been so low under any circumstances because such a thing is completely impossible if the requirements submitted regarding the gross salary were respected. 14. To substantiate our statement, we have also attached to the offer the table for calculating the price, which shows exactly what the minimum price can be based on the tender requirements announced by the CA and the requirements of the Labor Law and the Government's decision on the minimum wage. - Evidence - table of calculation of price and salary per employee. 15. With this action, the CA has violated the Public Procurement Law, respectively: Article 7 Equality in treatment/Non-discrimination; due to the fact that the requests and the response of the CA given in the additional clarification based on the

questions posed by the complaining EO, were requests for compliance with the legal provisions of the Labor Law, while the evaluation of the bids was made in contradiction with the CA's own requests. In this way, the EO was misled because on the one hand, through the criteria in the tender dossier and the clarification in the questions posed, compliance with the Labor Law was requested, while on the other hand, when evaluating the Bids, the CA did not adhere to any criteria, it only determined the lowest price, without analyzing whether this price meets the criteria of the tender dossier and the CA's requests. Article 53 Provision of additional information to candidates and tenderers. The CA has provided additional information in the answers to the questions posed by the EO, but has not complied with these answers - requests during the evaluation of the EO's offers. Article 57 Clarification of the tender; The CA has not taken into account the information that it has distributed to the EO in the case of the answers to the questions posed, but has made the evaluation of the tender in contradiction with the answers to the questions that it has provided. In this way, it has not compared the offers according to the procedures and according to the law. Article 59 Examination, Evaluation and Comparison of Tenders: par 4 of the LPP, because in an illegal manner and in contradiction with this article, it has declared the winner an EO that does not meet the criteria according to the tender dossier. As well as it has declared the EO INTERNAT SECURITY ASSOCIATION unsuccessful, even though it meets the criteria according to the law. If the CA during the Examination, Evaluation and Comparison of Tenders would adhere to the criteria of the tender dossier as well as the legal provisions of the Labor Law for calculating the salary, based also on the Government Decision on the Minimum Wage, then it would have to declare the financial offers of the EOs that did not adhere to the criteria according to the tender dossier and did not respect the legal provisions of the Labor Law irresponsible. Article 60 Criteria for awarding the contract; although the CA has determined the contract criteria respecting all applicable laws in the Republic of Kosovo, including the Labor Law on the minimum wage and the requirements arising from the law, the CA itself has not respected this criterion, but has recommended for awarding the contract an EO, which does not even remotely meet these criteria. Article 61 Abnormally Low Tenders: The CA has not evaluated the financial offer of the EO declared the winner in the spirit of Article 61, where based on this Article, the EO declared the winner does not meet the criteria according to the tender dossier and legal provisions, therefore the CA should have eliminated the EO declared the winner on the basis of this Article, as well as other offers which, with their financial offer, do not meet the criteria and do not respect the legal provisions of the Labor Law. 15. Therefore, the CA, in awarding the contract to the winning EO, acted in violation of the provisions of the LPP, because the winning EO should have been declared non-responsive within the meaning of Article 59 par.4 of the LPP in connection with Article 41.4. point (b) of the RRUOPP, because its bid did not comply with all the requirements set out in the contract notice and the tender dossier. Article 59 par.4 of the LPP states: The contracting authority shall consider a tender as responsive only if the tender in question complies with all the requirements set out in the contract notice and the tender dossier. Article 41.4. point (b) of the RRUOPP states: The tender is considered to be responsive when it is in compliance with the technical terms with the description, requirements and specifications set out in the tender dossier. II.2. Regarding violations of the legal provisions of the Labor Law and the Decision of the Government of Kosovo on the minimum wage at the national level 16. Also, the CA, in the case of declaring the

EO “KSF Major Security JSC” the winner, did not take into account the Labor Law in the Republic of Kosovo, which is mandatory for all businesses and must be strictly respected: Article 57. Minimum Wage, paragraphs 1 and 2 of the Labor Law states: 1. For work longer than full working hours, as well as for work on public holidays and for night work, the employee is entitled to additional pay, in accordance with this law, the Collective Agreement and the Labor Contract. 2. The employee is entitled to additional pay in percentages of the basic salary, as follows: 2.1. 20% per hour for caregiving; 2.2. 30% per hour for night work; 2.3. 30% per hour for overtime work; 2.4. 50% per hour for work during holidays; and 2.5. 50% per hour for work during weekends. 3. The minimum wage is determined based on working hours, for a period of one (1) year, which is published in the Official Gazette of the Republic of Kosovo. 7 4.

The minimum wage may be determined by agreement at the national level, at the branch level and at the level of the enterprise, but it shall not be lower than the minimum wage provided for in paragraph 1 of this article. Article 58. Compensation of salary, paragraph 1 of the Labor Law states: 1.

The employee has the right to compensation in salary, in the following cases: 1.1. during holidays on which work is not carried out; 1.2. during the use of annual leave; 1.3. during training and professional development for which he has been sent, and 1.4. during the exercise of public functions for which he is not paid. Article 32. Compensation for annual leave, paragraph 1 of the Labor Law states: The employee during each calendar year has the right to paid annual leave of at least four (4) weeks, regardless of whether he works full-time or part-time. Article 59. Compensation for sick leave, paragraph 1 of the Labor Law states: The employee in case of illness has the right to regular sick leave on a regular basis, up to twenty (20) working days within one (1) year with compensation of 100% of the salary. The Decision of the Government of the Republic of Kosovo, No. 02/218, dated 28.08.2024, has determined the Amount of the Benefit in the Amount of the Minimum Wage. Point 1 of this decision states: Article 60. Compensation for sick leave, paragraph 1 of the Labor Law states: Point 1 of the decision: The proposal of the Minister of Finance, Labor and Transfers for determining the minimum wage in the Republic of Kosovo, at the level of €2.00 (two euros) per regular working hour, or €350.00 (three hundred and fifty euros) gross per month for full-time work, is approved. Point 2 of the decision: The minimum wage determined in point 1 shall apply from 1 October 2024. Therefore, from the factual situation that we have reflected in this complaint, it can easily be understood that the CA has awarded a contract to an EO that does not even closely meet the conditions and criteria set out in the tender dossier and the clarifications from the CA in the procedure. 17. The PRB should also take into account the fact that the CA did not base itself on any criteria set out in the tender dossier and the clarification provided in the questions we have posed to clarify the tender dossier and criteria. III. CONCLUSION 8 We draw the attention of the PRB that, the CA, on the occasion of the evaluation of the offers of the EOs that have competed in this procurement process, has taken a decision to award the contract to the winning EO with the lowest price, following no criteria and without any legal basis. At the same time, it has taken a decision to declare the EO Internat Security Association ineligible, with the reasoning that the price offered is not the cheapest price, not taking into account that our offer is in accordance with the Requirements according to the Tender Dossier, the Explanation given by the CA in the answers

to the questions; in accordance with the legal provisions of the Labor Law as well as the Decision of the Government of Kosovo on the minimum wage. It has also rejected the Request for Reconsideration, which the EO Internat Security Association has submitted to the CA, based on well-founded and reliable facts and evidence. The CA committed a violation because the winning EO and the complaining EO were not treated equally. The CA should have eliminated the EOs whose financial offers did not meet the requirements that we have highlighted above, in accordance with the tender document and legal provisions. Taking into account all these facts argued above in this complaint, we consider that the CA has made an unlawful decision because:

- The CA has treated economic operators discriminatorily and unequally;
- The CA has awarded a contract to an irresponsible EO, because its offer was not in compliance with the requirements set out in the contract notice and the tender dossier regarding the calculation of the gross salary of €350.00 for an employee and other requirements arising from the law

Based on Article 111 paragraph 5 in connection with Articles 113 and 114 of the LPP, the Review Panel on 19/09/2025 authorized the review expert to conduct the initial review of the file and claims according to the complaint with no. 0924/25, while on 30/09/2025 the review expert report with no. 2025/0924 was submitted with the following recommendations: Based on the aforementioned clarifications, the review expert recommends to the review panel that the complaint of the complaining EO be rejected as inadmissible. The expertise report has been duly accepted by all procedural parties. The CA agreed with the recommendations of the review expert's report, while the EO disagreed with the review expert's report. The review panel assessed that the conditions were met to decide on this case without a hearing session in accordance with Article 24, paragraph 1 of the Rules of Procedure of the PRB, taking into account that the claims of the parties and their submissions, the evidence and the review expert's report 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 expert report, the opinions of the parties regarding the expert report, the complainant's submissions and documents, the letters and documents of the contracting authority, the relevant documents related to the procurement activity, as well as all evidence proposed by the procedural parties.

Regarding the claims of the EO “Internat Security Association” SH.P.K., the review expert, through report no. 2025/0924, has assessed as follows:

The review expert gives his opinion regarding the complaint claim, after having carefully administered and reviewed the documents related to the facts and arguments on the electronic e-procurement platform, the review expert after evaluating and administering the evidence according to the submitted complaint clarifies. In order to fully reflect the factual situation, the review expert has administered as evidence the report of the bid evaluation committee, the notification on the decision of the Contracting Authority - (CA) together with the Standard Letters for Unsuccessful Tenderers as well as the material which is on the platform, the submissions and documents of the complaining economic operator and the winning economic

operator, the documents and documents of the Contracting Authority, other relevant documents related to the procurement activity as well as all the evidence proposed by the procedural parties. Therefore, the review expert, after administering and evaluating the evidence and fully reflecting the factual situation, relying on the LPP as the applicable material law, after reviewing the complaint claims, taking into account all the case files, has found that the complaint of the complaining Economic Operator should be dismissed as inadmissible. Consequently, the review expert has noted that the complaint of the EO should be dismissed as inadmissible because the same, after administering the case files, has assessed that the complaining EO should be considered a party without material legal interest, in accordance with Article 4.1.26 of the LPP, due to the fact that its offer is ranked sixth (6th) or last in terms of price as a responsible (unsuccessful) EO according to the Notice on the Decision of the CA.

- Findings of the Review Panel -

Based on the documents of this case, the Panel considers that regarding the issue in the concrete case, there is no need to convene a hearing with the parties, within the meaning of Article 24 paragraph 1 of the Rules of Procedure of the PRB, taking into account the fact that the claims of the parties and their submissions, the evidence and the report of the review expert provide sufficient data to determine the merits.

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 complaint claims.

However, it should be noted that the legal fact that the expert report is not binding on the Review Panel and that each 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 assesses that the Review Expert Report has addressed the complaint of the complaining Economic Operator, the report is based entirely on the relevant documents referring to the procurement activity. The review panel regarding the complaint of the complaining economic operator has granted the report regarding the finding of the party without legal interest, as follows: "Review Expert, the complaining EO shall be considered as a party without material legal interest, in accordance with Article 4.1.26 of the LPP, due to the fact that its bid is ranked sixth (6th) or last in terms of price as a responsible (unsuccessful) EO according to the Notice on the Decision of the CA".

Therefore, according to Article 4 point 1.26 of the LPP and the PRB Notice dated 09.02.2023 (published on the PRB website), the complaining EO has not attacked the 4 (four) other EOs listed before it, which according to the standard letter of the CA are responsible and are freer than the complainant, therefore, based on the data above, the complaining EO is a party without legal and material interest. Article 111 of the LPP determines when the PRB must take measures for a submitted complaint. Paragraphs 1.5. and 1.8 determine, among others, two criteria that must be met to review a complaint, which are: 1.5 certifies that the complainant qualifies as an "interested party" as this expression is defined in Article 4 of this law; 1.8. describe how the alleged violation has caused or threatens to cause material damage to the complainant in cases where the complainant includes a claim for compensation.

Therefore, the Review Panel, based on the finding of the review expert that the complainant is a "Party without legal-material interest", does not issue the findings of the complaint claims against the recommended party for the contract because the complaining party has not proven that it is a party with interest, the Contracting Authority, the Central Procurement Agency, on 05.09.2025, through the Standard Letter for the 6 unsuccessful tenderers, has notified the complainant in a detailed manner about the result of the evaluation process. Therefore, the Review Panel decides to grant the CA the right and to leave the decision of the CA regarding this procurement activity in force, this decision which was issued by an evaluation commission which is supposed to be professional and also responsible according to the cited Article 59.1 All members of the Evaluation Commission take full individual responsibility for the evaluation of the bid, consequently, since the Review Panel has found that the CA has qualified the complainant as responsible but unsuccessful and based on the decision of the CA and the standard letters, the EO is ranked as the 6th (sixth) EO, having 4 other (EOs) who have also been ranked as responsible but unsuccessful in this procurement activity, and for none of them has filed any complaint claims against them and to prove his responsibility, but the same has only filed complaint claims against the EO recommended for the contract, therefore for the Review Panel as well as the Review Expert, the complainant in this case qualifies as a party without legal-material interest according to Article 4.1.26 of the LPP, because the same have not managed to prove that they could be a potential winner of this public contracts. The Review Panel emphasizes that each contracting authority (at central and local level) enjoys autonomy in procurement planning (Article 8) and in determining the needs to be met (Article 9), of course in accordance with the budgetary capacity and that the CA in the specific case had the right to decide also on the EO recommended for contract award based on Article 24 paragraph 2 of the LPP cited "The contracting authority is responsible for ensuring that all procurement activities of such contracting authority are executed in full compliance with this law".

For these similar cases, the PRB on 09.02.2023, has published on its website "Notice for Economic Operators" how they will be treated in case these principles are not respected and they cannot then have the status of an interested party. The Review Panel also bases this decision on Article 31, paragraph 2 of the Rules of Procedure of the Procurement Review Body no. 83/20. Therefore, based on the meaning of Article 4 of the LPP, in connection with Article 103 and 111 of this Law, the Panel considers that its submitter cannot be considered an interested party and that there is no need to proceed with the assessment of the merits of the specific allegations of

this Complaint, because they are not material in the sense of Article 111 of the LPP. The review panel, after reviewing and analyzing all the documentation of the annex and the procurement procedure in the context of the explanations above, qualifies the complainant as a party without a material legal interest, where among other things the review panel applied Article 103 of the LPP, according to which, "The provisions of this part determine the fundamental and procedural rights and legal remedies available to interested parties as this term ("interested party") is defined in Article 4 of this law". The meaning of this provision clearly confirms the opinion of this Panel that legal remedies can be put into motion only by interested parties, referring in this case precisely to the definition given in Article 4 of the LPP.

The review panel emphasizes that in accordance with Articles 1 and 6 of the LPP, Contracting Authorities exercise their institutional independence in the public procurement process, however, it remains within the competences and responsibilities of this body to review complaints and legality in the procurement process according to Article 24, paragraph 2 of the LPP cited "The contracting authority is responsible for ensuring that all procurement activities of such contracting authority are executed in full compliance with this law".

Returning a procurement activity without a legal contestable basis for re-evaluation is not in accordance with Article 1 of the LPP, according to which the purpose of this Law is, among others, quoted: "...to ensure the integrity and accountability of public officials, civil servants and other persons who carry out or are involved in a procurement activity by requiring that the decisions of such individuals and the legal and factual basis for such decisions are not influenced by personal interests, are characterized by non-discrimination and a high degree of transparency, and are in accordance with the procedural and substantive requirements of this Law".

The Review Panel, based on the fact that the complaint is dismissed as inadmissible, decided to return the complaint fee in the amount deposited by the complaining economic operators, based on Article 31, paragraph 4 of the PRB's Rules of Procedure. The Review Panel, in making this decision, also took into consideration the requirements of Article 104, paragraph 4 of the LPP, according to which the PRB must act as soon as possible, fairly, without discrimination, act in a manner proportional to the alleged violation or the issue for which the complaint was filed, and take into account the possible consequences of the actions or measures on all interests that may be damaged. Therefore, the Review Panel based its findings on the relevant provisions of the LPP, which foresee and regulate such situations that may arise during a procurement activity.

The review panel, in accordance with Article 117 of the LPP, and based on the evidence presented above, decided as in the provision of this decision.

President of the Review Panel

Mr. Vedat Poterqoi

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 –Central Procurement Agency;

1x1 EO – “**Internat Security Association**"SH.P.K.”;

1x1 Archive of the PRB;