



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

Psh. No.993/23

The Review Panel, appointed by the President of PRB, based on Article 105, 106, and 117 of the Law on Public Procurement of the Republic of Kosova (Law no. 04/L-042, supplemented and amended by Law 04/L-237, Law 05/L-068, supplemented and Law 05/L-092) in the composition of Isa Hasani – President, deciding according to the complaint of EO “Aritech”, against the Decision on contract award or a design competition related to the procurement activity “Supply of Information Technology equipment” with procurement no:615-23-4097-5-5-8 of the Municipality of Podujeva, on the 15/03/2024 has issued this:

DECISION

1. **Approved**, as partly grounded the complaint of “Aritech”, with no.993/2023 of the 08/12/2023, related to the procurement activity “Supply of Information Technology equipment” with procurement no:615-23-4097-5-5-8 of the Municipality of Podujeva.
2. The “Notice on the decision of the Contracting Authority” dt. 23.11.2023, related to the procurement activity described as in point I of the provision of this decision, remains in force.
3. Since the complaint of the complaining economic operator is approved as grounded, the same fee paid when submitting the complaint is returned to him. The complaining economic operator is required to, in accordance with Article 33 point 6 of the PRB's work regulations, within sixty (60) days make a request for the return of the complaint insurance, otherwise the deposit will be confiscated and these funds will be transferred to The budget of the Republic of Kosova.

REASONING

- Procedural facts and circumstances –

The Municipality of Podujeva, in the capacity of the Contracting Authority, has published the Contract Notice B05 related to the procurement activity of “Supply of Information Technology equipment”. Whereas on the 23/11/2023 the Notice on the decision of the Contracting Authority where it awarded the contract to "Botek Sh.P.K".

On the 27/11/2023, EO “Aritech” submitted a request for reconsideration against the aforementioned decision of the CA. On the 11/30/2023, the Contracting Authority rejected the request for reconsideration as ungrounded.

On the 08/12/2023, PRB has accepted the complaint from EO "Aritech" with no. 993/23 related to the activity "Supply of Information Technology equipment" with no. of procurement: "615-23-4097-5-5-8".

- On the stage of preliminary review-

The Review Panel has concluded that the complaint contains all the elements defined through Article 111 of the LPP and as such was submitted within the legal term in accordance with Article 109 paragraph 1 of the LPP after the preliminary procedure for resolving disputes in the sense of Article 108/A of the LPP, from the economic operator who is an interested party according to article 4 paragraph 1 sub-paragraph 26 of the LPP. In this way, the Review Panel has concluded that it is competent to review this complaint according to Article 105 of the LPP and there is no procedural obstacle to proceed with reviewing the complaint in a meritorious manner.

The response of the contracting authority to the request for reconsideration of the complaining EO.

The answer regarding claim 1: The complaining claim is rejected as unfounded because EO "Botek" Sh.P.K. proposed for the contract has extended the validity of the offer voluntarily, which is proven by the text attached by you. See Print screen 1 where it is stated: We, as EO, have not accepted from the CA the request for the extension of validity, but in order to have the offer our valid, aiming to be in harmony with the legal provisions, we voluntarily declare: The answer regarding claim II: The appeal claim is rejected as unfounded because CA dated: 25.10.2023 addressed to all EO participating in this activity to continue the validity of the tender for 60 days and the provision of the tender for 30 days, taking into account that the CA was extended due to the lack of funds, so at the time the funds were secured, it continued with the procedure, and the EO proposed for award has after validity and insurance and the lowest price among participating EOs, therefore, based on the chronology of the case, there is no violation in this case.

The claims of the complaining economic operator "Aritech" are presented as follows:

Introductory Clarification: "On the 23.11.2023, we have received the notice on the decision of the Contracting Authority. In the announcement on the decision, CA has decided to reward EO

Botek Shpk with contracts. In the following, we will present a chronology of the tender in question: The Contracting Authority has developed a procedure through mini tenders by sending invitations for offers dated 26.04.2023 for the framework contract which was carried out within the CPA. The offer was submitted on 06.06.2023, a total of 5 bidders participated in this activity. In addition to other requirements in the tender dossier, it was requested that the validity of the tender be 60 calendar days, it was also requested that the tender security in the value of 6000 euros for a validity period of 60 days. During this 60-day period, the contracting authority has not taken any action, but not only within this period, but also for another 80 days, there is no action. CA with such action (inaction) puts the economic operators in an unequal position. Analyzing the offer of EO Botek ShPK, we came across documents with which the validity of the offer and tender insurance was extended.

The first claim (I): "Confirmations for the continuation of the validity of the offers are attached to the complaint. Botek ShPK has sent the continuation of the validity and insurance of the tender with the above-mentioned dates. So from these it is clearly observed that CA in coordination with EO Botek has accepted the extension of the validity of the offer only from this EO, without requesting such a thing from other EOs participating in this activity, at least not from Aritech Shpk. In addition, this action of the CA has made at least EO Aritech Shpk (but not only) this offer invalid (not covered by insurance and validity) and to justify the action dated 25.10.2023 via e-mail requires extending the validity of the tender and tender insurance. 8/7 Printscreen from E-mail, sent by CA - Municipality of Podujeva So this action raises the question: "Why did EO Botek unilaterally extend the validity?" - If he did this without asking the CA, i.e. "without coordination with the CA", why did the CA not request the extension of validity for other offers, but did such a thing with a delay of 80 days from the date of expiry of the validity of all other EO's offers? - Does it happen that CA requested the extension of validity only from EO Botek (via phone, e-mail) and not for others? So once again we emphasize that the CA has not taken any action (request) in e-procurement, no request sent by the CA via e-mail until 25.10.2023. Upon receiving the request, we, as an economic operator, have clarified as follows: The following e-mail response: "Hello, Regarding your request, we remind you that the extension of the validity and insurance of the tender cannot be requested retroactively. You can see below the clarification from KRPP: 9/7 7. 22.11.2022 The period of validity of the offer has expired while the matter has been under consideration in the PRB and the procurement activity has been suspended. Can a public contract be signed without a valid offer? In accordance with Article 87, paragraph 2, under paragraph 2.8 of Law No. 04/L-042 on Public Procurement, amended and supplemented by Law No. 04/L-237, Law No. 05/L-068 and Law No. 05/L-092, KRPP offers the following legal interpretation: Article 30.3 of the Regulation on Public Procurement, defines: "30.3 The period of validity of the tender specified in the tender dossier will change depending on the complexity of the procurement the required period of validity will be no longer than is necessary, and it will be sufficient for the CA to evaluate the accepted tenders and to award and sign the contract". Article 30.4 of the Regulation on Public Procurement, defines: "30.4 In justifiable and/or special situations when unexpected delays appear, implying that the evaluation process cannot be finalized within the term of the validity period of tenders due to complex details clarified technicalities, the CA will ask the EO to extend the validity of their tenders. The request for extending the validity of the tender shall be made in

writing and must be requested before the expiry date and must be raised in the system (it is important to verify that all tenders accept the request for extending the validity of the tender)""30.5 In accordance under the circumstances, all tenderers will be required to also extend the validity of their tender insurance". According to the aforementioned article 30.4, it is not determined how many days before the expiration of the validity of the offers, the extension of the validity period of the offers can be requested. However, it is important that there is continuity between the expired and the new term, therefore this provision states: "before the expiry date Despite the fact that the procurement activity is in "Suspension", CA

in accordance with Article 30.4 of the Regulation on Public Procurement, it must request the extension of the validity of the offers before the expiration date. No provision of the LPP and secondary legislation defines the definition of the word "Suspension", however, the KRPP considers that the word "Suspension" in the sense of this law should mean not undertaking any step in the procurement procedures until the procurement activity is suspended. (Ex: the opening of tenders should not be done if the procurement activity has been suspended as a result of the Request for reconsideration submitted to the CA, or a complaint submitted to the PRB during the tendering phase, or the signing of the contract should not be done until as the procurement activity is suspended as a result of submitting a request for reconsideration to the CA, or a complaint to the PRB) Article 30.3 of the Regulation on Public Procurement, strictly requires that the offer be valid until the award and signing of the contract. Therefore, the KRPP considers that no public contract can be signed with expired bid validity. For this reason, the Responsible Procurement Officer must follow the validity of the offers with the greatest care, and in any case must ask all participating economic operators to extend the validity of the offers before the expiration date. Retroactively, the extension of the validity of the offers and/or the security of the tender cannot be requested. KRPP will monitor with special care the contracting authorities for non-implementation of Article 30.4 of the Regulation on Public Procurement. Non-implementation of Article 30.4 is classified as a serious violation according to Article 97 of this regulation, therefore KRPP will take measures in accordance with Article 97 of the Public Procurement Regulation. CA dated 30.11.2023 Rejects the request for Reconsideration as unfounded. In its explanations, it says that EO BOTEK shpk extended the validity of the offer and the tender security voluntarily. CA also confirms that on 25.10.2023 it requested the extension of validity and insurance. Such request for extension of validity and insurance is retroactive (It is impossible for EO to send the extension of validity and insurance retroactively. 10/7 The continuation from that date (25.10.2023) is invalid because it is not covered by the expiration date of the validity and security of the tender. If the CA was interested in proceeding with this procurement activity, it would have to implement Article 30.4 of the public procurement regulation. We ask the Procurement Review Body to take action against the Procurement Officer for non-implementation of Article 30.4 as classified as a serious violation according to Article 97 of the public procurement regulation. Regarding the response of the CA, we oppose it with the clarification of the PPRC: We quote: Therefore, the PPRC considers that no public contract can be signed with expired bid validity. For this reason, the Responsible Procurement Officer must follow the validity of the offers with the greatest care, and in any case must ask all participating economic operators to extend the validity of the offers before the expiration date. Retroactively, the extension of the validity of the offers and/or the security of the tender cannot be requested.

PPRC will monitor with special care the contracting authorities for non-implementation of Article 30.4 of the Regulation on Public Procurement. Non-implementation of Article 30.4 is classified as a serious violation according to Article 97 of this regulation, therefore PPRC will take measures in accordance with Article 97 of the Public Procurement Regulation. The regulation is clear, EOs are not allowed to voluntarily extend or not the validity and insurance of the tender. This was not done by the contracting authority, therefore we consider that this procurement activity should be cancelled.

Referring to the claims as above, "Aritech" considers that the Contracting Authority has violated Article 7 of the LPP. Based on the arguments above, we ask your review body to make the following decision: Decision to approve as grounded the complaint of EO "Aritech Shpk" regarding the tender "Supply of information technology equipment" with no. procurement 615234090558. The Notice on the decision of the CA from the "Municipality of Podujeva" is cancelled, due to the non-following of the procedures defined according to the LPP. The CA should be asked to act according to the LPP and the clear instructions in the RRUOP. Regarding inaction according to the regulation, inaction according to the clarifications from PPRC and LPP, measures should be taken against the procurement officer, since inaction according to the regulation represents a serious violation according to the ROGP on the part of the Contracting Authority.

-Administration and evaluation of evidence -

Relying on article 111 paragraph 5 related to articles 113 and 114 of the LPP, the Review Panel dated 11/12/2023 has authorized the expert to do the initial review of the file and claims according to complaint no. 993/23, while on 15.12.2023 the expert's report with no. 993/23 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 for the reasons explained above, while the CA continues with the procurement activity.

Evaluation of the review expert through report no. 2023/0993, of the complaining claims of the complaining EO, as follows;

First finding (I): "The review expert based on the progress of this procurement activity, the case files, the claims of the complainant, the documents on the e-procurement platform, the decision on the request for reconsideration of the complaining EO dated 30.11.2023, as well as continuation of the validity and provision of the offer by the economic operator "Botek" shpk, assesses that this procurement activity as a process has not been proceeded in accordance with the legal deadlines of the LPP and Regulation No. 001/2022, where as a result of the negligence and irresponsibility of the contracting authority, the participating economic operators who have expressed interest in this procurement activity suffer. Also, referring to the interpretation of the KRPP, which is the regulatory body and the only one that interprets the provisions of the LPP, as well as the interpretation for every document issued by the KRPP, which in this case "Regulation no. 001 /2022 for Public Procurement" is a document issued by KRPP, the expert explains that in interpretation no. 7 of 22.11.2022, the clarification is provided as follows: Article 30.3 of the Regulation on Public Procurement, defines: "30.3 The period of validity of the tender specified

in the tender dossier will change depending on the complexity of the procurement. the required period of validity will be no longer than is necessary, and it will be sufficient for the CA to evaluate the accepted tenders and to award and sign the contract". Article 30.4 of the Public Procurement Regulation defines: 30.4 In justifiable and/or special situations when unexpected delays occur, implying that the evaluation process cannot be finalized within the deadline of the validity period of the tenders due to complex technical details clarified, the CA will request the EO to extend the validity of their tenders. The request for extending the validity of the tender shall be made in writing and must be requested before the expiration date and must be raised in the system (it is important to verify that all tenders accept the request for extending the validity of the tender)" "30.5 In accordance under the circumstances, all tenderers will be required to also extend the validity of their tender insurance". According to the aforementioned article 30.4, it is not determined how many days before the expiration of the validity of the offers, the extension of the validity period of the offers can be requested. However, it is important that there is continuity between the expired and the new term, therefore this provision states: "before the expiry date" Notwithstanding that the procurement activity is in "Suspension", the CA in accordance with Article 30.4 of the Regulation on Public Procurement must request the extension of the validity of the offers before the expiration date. No provision of the LPP and secondary legislation defines the definition of the word "Suspension", however, the PPRC considers that the word "Suspension" in the sense of this law should mean not undertaking any step in the procurement procedures until the procurement activity is suspended. (Ex: the opening of tenders should not be done if the procurement activity has been suspended as a result of the Request for reconsideration submitted to the CA, or a complaint submitted to the PRB during the tendering phase, or the signing of the contract should not be done until as the procurement activity is suspended as a result of submitting a request for reconsideration to the CA, or a complaint to the PRB) Article 30.3 of the Regulation on Public Procurement, strictly requires that the offer be valid until the award and signing of the contract. Therefore, the PPRC considers that no public contract can be signed with expired bid validity. For this reason, the Responsible Procurement Official must follow the validity of the offers with the greatest care, and in any case must ask all participating economic operators to extend the validity of the offers before the expiration date. Retroactively, the extension of the validity of the offers and/or the security of the tender cannot be requested. PPRC will monitor with special care the contracting authorities for non-implementation of Article 30.4 of the Regulation on Public Procurement. Non-implementation of Article 30.4 is classified as a serious violation according to Article 97 of this regulation, therefore PPRC will take measures in accordance with Article 97 of the Regulation on Public Procurement.

The second finding (II): "The review expert clarifies that the continuation of the validity and security of the tender was done voluntarily by the economic operator "Botek" Sh.p.k., -Prishtina, where it is mentioned in the confirmation for the continuation of the validity of the offer "in as EO, we have not accepted the request for continuation from the CA, but in order to have our offer valid, aiming to be in harmony with the legal provisions, we voluntarily declare the continuation of the validity of the offer".

The third finding (III): "The review expert assesses that the contracting authority, the Municipality of Podujeva, did not act according to Article 30.4 of Regulation No. 001/2022 on Public Procurement, where this legal provision expressly obliges the responsible procurement officer to request an extension of the validity period of the offers before the expiry of the period. In this case, the validity of the tenders and the insurance of the tender was for a period of 60 days (06.06.23-06-08-2023), while the CA did not take any action until 25.10.2023, when it addressed the operators economic with a request to extend the validity of the offer and tender security. So, nearly 80 days have passed since the last offer validity period, which means nearly 80 days late. Of all the participating EOs, only the economic operator "Botek" Sh.p.k., (recommended) continued the validity and security of the tender on its own initiative, which means that the procedural violation was caused by the CA itself. In legal terms and according to the interpretation of the PPRC, as well as according to article 30.3 of the Regulation on Public Procurement, it is required that the offer be valid until the award and signing of the contract, while the PPRC based on the interpretation number 7. 22.11.2022, considers that no public contract can be signed with expired bid validity and for this reason, PPRC holds responsible the responsible procurement officer to take the greatest care to convey the validity of the bids, and in any case must request from all operators economic participant extending the validity of offers before the expiration date. Also, in the interpretation of the PPRC, clarifications are given that the extension of the validity of the offers and/or the security of the tender cannot be requested retroactively, as in the present case.

Fourth finding (IV): "The examining expert considers that the reasoning of the CA that "this procedure has been stalled until now due to the lack of budget funds" is an unsustainable reasoning because the CA when initiating the procurement activity must in accordance with article 9, par. 5 of the LPP, must use the standard form B04 "Declaration of needs and determination of the availability of funds (DNPDP)" prepared and approved by the PPRC for the assessment of needs and the determination of the availability of funds, while the approval of the initiation of the activity of procurement will be confirmed by signature of DNPDP by MAO and MFO. Moreover, even if there was a lack of funds, the request from the EO to extend the validity of the offers and ensure the tender is a formal request, which is defined in the law, and no justifications can be given for not carrying out a procedural action, defined in Article 30.4 of Regulation No. 001/2022 on Public Procurement, where this legal provision expressly obliges the responsible procurement officer to request an extension of the validity period of the offers before the expiry of the period. As for the complaint of the complaining EO, the expert considers that it should be treated as grounded for the reason that due to the mistakes of the contracting authority, the economic operators were penalized, because the failure of the CA to extend the validity of the offer in time has not happened due to the actions of economic operators but due to the CA's own negligence. This negligence of the CA penalizes other economic operators whose validity period has expired. Regarding the request of the complaining EO regarding Article 97 of Regulation No. 001/2022, the reviewing expert clarifies that the Contracting Authority is responsible for taking actions in terms of Article 30.4 and 30.5 of Regulation No. 001/2022. Likewise, non-implementation of Article 30.4 is classified as a serious violation according to Article 97.1 point f) of Regulation No. 001/2022 for public procurement, which states: "p. Non-

implementation of Article 30.4 of the Public Procurement Regulation by the responsible procurement officer and, as a result, the expiration of the time limits of the validity and security of tenders". Therefore, the request of the complaining EO is justified. As for the claim of the complainant, that the regulation is clear and does not allow EOs to voluntarily extend the validity and security of the tender. The reviewing expert explains, as mentioned above, Article 30.4 of Regulation No. 001/2022 obliges the responsible procurement official to request the extension of the validity period of the offers before the expiration of the period, but does not prohibit anywhere the continuation of the validity and security of the tender by the economic operators. Evidence: Confirmations for the extension of the validity of the offer and insurance of the tender from the economic operator "Botek" Sh.P.K, as well as the Request for the extension of the validity of the offer and insurance of the tender from the AK-Municipality of Podujeva dated 25.10.2023.

Based on the above-mentioned clarifications, the review panel proposes to the reviewing expert that the complaint of the complaining EO be approved as based on the reasons explained in this report, while the contracting authority should continue / keep the notification of 23.11 in force. 2023."The expertise report was properly accepted by all the procedural parties. The CA agrees on the recommendations of the review expert's report. While EO does not agree about the recommendations of the review expert.

- Findings of the Review Panel -

The Work Regulations of the Public Review Body, which is published on the PRB website, with Article 20, paragraph 2 of the Regulations, defines the requirements for the Contracting Authority and the Economic Operator, that all information and notifications must be submitted and communicated through the public communication platform, if this is possible.

Based on the papers of this case, the Panel considers that regarding the issue in the present case, there is no need to convene a hearing with the parties, in the sense 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, evidence as well as the review expert's report provide sufficient data to decide on the merits.

The review panel assesses that the Report of the review expert, drawn up at the request of the Panel regarding the dispute in this matter of the public procurement activity, contains the essential elements of such a document as provided by the provision of article 113 related to article 114 of the LPP, according to who is required by the expert to review all procurement documentation, including all appeal claims and provide the Panel and all disputing parties with an independent and professional assessment of the procurement activity and the validity of the complaining claims.

However, it should be emphasized the legal fact that the expert's report is not binding on the Review Panel and that each such report is evaluated and/or analyzed in the general context of the case documents, asserted facts and other eventual evidence, taking into account the nature of eventual violations, the flow, nature and purpose of the procurement activity, therefore the fact that in which cases and for what, the Panel relies or not, the expert's report and/or any of the

recommendations, belongs to its independent and professional judgment/ thanks, just as these responsibilities are addressed in terms of article 98, 99 related to article 105 of the Public Procurement Law.

The review expert's report has dealt with the claims of the complaining Economic Operator in a professional and objective manner, the report is based entirely on the relevant documents that refer to the procurement activity. The findings in the expert's report can be confirmed through the tender file as well as the documents with which the tenderers have offered, while the expert's report reviewing the complaining claims of the complaining Economic Operator, have been evaluated as partially based with the recommendation that the Contracting Authority continue with the procurement activity. This procurement activity as a process was not processed in accordance with the legal terms of the LPP and Regulation No. 001/2022, moreover, the CA did not request the continuation of the validity and the provision of the tender, but nevertheless the complaining EO (with data mentioned above) voluntarily continued the validity of the offer.

The review panel clarifies that the CA's reasoning that "this procedure has stalled until now due to the lack of budget funds" is unsustainable because the CA when initiating the procurement activity must, in compliance with Article 9, par. 5 of the LPP, and must use the standard form B04 "Declaration of needs and determination of the availability of funds (DNPDP)" prepared and approved by the PPRC for the assessment of needs and the determination of the availability of funds, while the approval of the initiation of procurement activity will be confirmed with the signature of DNPDP by MAO and MFO. Moreover, even if there was a lack of funds, the request from the EO to extend the validity of the offers and ensure the tender is a formal request, which is defined in the law, and no justifications can be given for not carrying out a procedural action.

The review panel also finds that this procedural violation of the law by the Contracting Authority did not have any effect that harmed the complaining economic operator, nor to all the bidding economic operators, without distinction, therefore the request of the CA to the EO was delayed for continuation of the validity of the offer, there was no favoritism or influence on the results of the evaluation of the offers, namely the selection of the recommended economic operator responsible administratively and with the lowest price. The review panel finds that this procedural violation by the responsible procurement official has damaged the contracting authority itself, which could not complete this procurement activity on time, due to the complaint submitted by the complaining EO, therefore the procurement officer must be attentive and not to repeat the detected legal violations, otherwise legal procedures for obtaining a license may be initiated in the relevant authority.

The review panel implemented Article 1 and 6 of the principle of economy, as one of the main principles of the Law on Public Procurement of the Republic of Kosovo, in which case it is established in a non-controversial way that the offer of the EO recommended for contracts consists of a price with cheap in relation to the offer of the complainant, because in the description of the price it is noted that the recommended EO has offered at a price of 171,010.00 euros, while the complaining EO has offered at a price of 177,761.50 euros, and we have a difference that contributes precisely to this economic harm in the use of the institution's budget. Therefore, the Panel has finally decided to reject the complaint of the Economic Operator

Aritech" and to remain in force the "Notice on the Decision of the Contracting Authority" related to the procurement activity, "Supply of Information Technology equipment" with no. of procurement: "615-23-4097-5-5-8" initiated by the contracting authority, Municipality of Podujeva.

The review panel regarding the request of the complaining EO regarding Article 97 of Regulation No. 001/2022, clarifies that the Contracting Authority is responsible for taking actions in terms of Article 30.4 and 30.5 of Regulation No. 001/2022. Non-implementation of Article 30.4 is classified as a serious violation according to Article 97.1 point f) of Regulation No. 001/2022 for public procurement, which states: "p. Non-implementation of Article 30.4 of the Public Procurement Regulation by the responsible procurement officer and, as a result, the expiration of the time limits of the validity and security of tenders".

The return of the procurement activity based on legal contestation re-evaluation, is in harmony with Article 1, of the LPP, according to which, the purpose of this Law is, among others, citing: "To ensure the integrity and responsibility of public officials, civil servants and other persons who perform or are involved in a procurement activity 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 with a degree of above transparency and to be in accordance with the procedural and essential requirements of this law".

The review panel, based on the fact of the approval of the EO complaint, decided to return the complaint fee to the amount deposited by the complaining economic operator based on Article 31 par. 4 of the PRB Work Regulations.

The review panel emphasizes that in accordance with articles 1 and 6 of the LPP, that contracting authorities exercise their institutional independence in the public procurement process, but it remains within the competences and responsibilities of this body to examine 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".

The Review Panel has decided in accordance with the legal powers in the sense of Article 104 paragraph 1 in relation to Article 103, Article 105 and Article 117 of the LPP for the implementation of the procurement review procedure in a fast, fair, non-discriminatory manner, in order to legal and effective resolution of the case. Therefore, the Review Panel based its findings on the relevant provisions of the LPP, which foresee and regulate such situations, which may appear during a procurement activity.

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

President of the Review Panel

Mr.Isa Hasani

Legal advice:

An appeal is not allowed against this decision,
but the dissatisfied party can appeal to the Commercial Court,
within 30 days from the date of acceptance of this decision.

Decision to be submitted to:

1x1 CA – **MUNICIPALITY OF PODUJEVA;**

1x1 EO – **ARITECH;**

1x1 Archive of the PRB;

1x1 For publication on the website of the PRB.