



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

Psh. No.230/26

The Review Panel, composed of Batisha Ibrahim - President, Isa Hasani and Kimete Gashi-Brajshori - Member of the Review Panel, based on Article 105, 106, and 117 of the Law on Public Procurement of the Republic of Kosovo (LPP) regarding the complaint of the EO “G-Project” SH.P.K., filed against the Decision to award a contract or a design competition related to the procurement activity “Restoration and conservation interventions in the assets of Cultural Heritage in the Prizren Region Lot 1 Ryzhdije High School in Prizren and Lot 2 Old School of the village of Mushnikove” with procurement number: 207-25-9810-5-1-1, initiated by the Ministry of Culture of the YS and the ÇJK in the capacity of Contracting Authority (CA), on the 20/05/2026 has issued this:

DECISION

1. Approved, as partly grounded the complaint of the EO “G-Project” SH.P.K. with no. 2026/0230 dated 10/04/2026, regarding the procurement activity “Restoration and conservation interventions in the assets of the Cultural Heritage in the Prizren Region Lot 1 Ryzhdije High School in Prizren and lot 2 Old School of the village of Mushnikove” with procurement number: 207-25-9810-5-1-1, initiated by the contracting authority (CA) Ministry of Culture of RS and CJK, while the CA remains in force decision.
2. Within 10 days, the CA must inform the PRB of all actions taken in relation to this procurement activity, otherwise, for non-compliance with the decision, the PRB may take measures against the CA as provided for in the provisions of Article 131 of the Law on Public Procurement of Kosova.
3. Since the complaint of the complaining EO is approved as partially grounded, the complaint fee is refunded in the amount deposited when submitting the complaint. The complaining EO is obliged to, in accordance with Article 31, point 6 of the Rules of Procedure of the PRB, within a period of sixty (60) days, make a request for the return of the complaint security, 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 -

On the 29.10.2025, the Ministry of Culture of the YS and the ÇJK in the capacity of the Contracting Authority has published the Contract Notice B05 regarding the procurement activity entitled "Restoration and conservation interventions in the assets of Cultural Heritage in the Prizren Region Lot 1 Ryzhdije High School in Prizren and lot 2 Old School of the village of Mushnikove" with procurement number 207-25-9810-5-1-1.

This procurement activity was carried out through an open procedure with the type of contract work, divided into two Lots, the estimated value of the contract: 966,126.80 €.

On the 23.03.2026, EO "G-Project" SH.P.K. submitted a request for review. The request was rejected as unfounded by the Contracting Authority.

On the 10.04.2026, the PRB received the complaint from EO "G-Project" SH.P.K. with no. 2026/0230 regarding the procurement activity "Restoration and conservation interventions in Cultural Heritage assets in the Prizren Region Lot 1 Ryzhdije High School in Prizren and lot 2 Old School of Mushnikove village" with procurement number 207-25-9810-5-1-1.

-On the preliminary review phase -

The Procurement Review Body has found that the complaint contains all the elements specified in Article 111 of the LPP and as such has been submitted within the legal deadline in accordance with Article 109 paragraph 1 of the LPP after the preliminary procedure for dispute resolution in the sense of Article 108/A of the LPP, by the economic operator that is an interested party according to Article 4 paragraph 1 subparagraph 26 of the LPP. In this way, the Procurement Review Body has found that it is competent to review this complaint according to Article 105 of the LPP and there is no procedural obstacle to continue with the review of the complaint on its merits.

The claims of the complaining economic operator "G-Project" SH.P.K. are presented as follows:

1. The Contracting Authority Ministry of Culture, Youth and Sports (hereinafter: the Contracting Authority) on the 14.11.2025, initiated the procurement activity entitled: "Restoration and conservation interventions in the assets of Cultural Heritage in the Prizren Region LOT I Ryzhdije High School in Prizren and LOT II Old School of the village of Mushnikovë" with procurement number:207-25-9810-5-1-1. The last date for submission of bids was 24.11.2025.
2. The economic operator G-Project ShPK (hereinafter: the Complainant) within the deadline specified in the tender dossier has submitted a bid for parts 1 and 2 of this procurement activity, by which it has fulfilled all the requirements of the tender dossier, including the selection and eligibility criteria. On 24.11.2025, the bids were opened and the prices were read.

3. On 16.03.2026, the Notice of the Decision of the Contracting Authority was published, whereby we understood that the Complainant's bid was assessed as unsuccessful in both parts, while the recommended operator was the group of operators Toni OP and NN 100% Design ShPK. 7. In violation of the legally established deadlines, on 30.03.2026 the Contracting Authority issued a decision on the review of the request for review dated

4. Knowing that this group of operators has a large number of contracts in force and consequently cannot meet the criterion for not engaging the same licensed staff in both existing projects, the Complainant requested access to documents of this group of operators. On 17.03.2026, the Contracting Authority provided partial access to official documents, since several documents were provided such as: i) affidavit, ii) consortium agreement, iii) ARBK and VAT documents, iv) bid security, v) estimates, vi) bid binding, vii) the commission's evaluation report, viii) financial turnover and ix) List of contracts and references (partially).

5. The Complainant, from the documents provided in the access, respectively from the offer link, noticed that he was not given access to the group of documents: i) "5.1. references, technical acceptance reports, ii) 5.1.2. references, technical acceptance reports, iii) ISO Standards, iv) List of professional & support staff, v) Professional staff, 7.2. technical staff, vi) support staff, vii) support workers, viii) list of tools.

6. With the documents at his disposal and due to the failure to provide full access to official documents, the Complainant on 23.03.2026 submitted a Request for Reconsideration, arguing a violation of Article 10 regarding access to official documents and a violation of Article 59 regarding the evaluation procedures, respectively the award of a contract to an operator that does not meet the selection criteria.

7. In violation of the legally established deadlines, on 30.03.2026 the Contracting Authority issued a decision on the review of the request for review dated 23.03.2026, by which it rejected the request for review as allegedly unfounded and confirmed the Notification of the Decision of the Contracting Authority.

11. Legal basis for approving the Complaint

Non-provision of full access to documents

8. As explained above, the contracting authority has not respected Article 10 of the Law on Public Procurement, which 10 [Means for promoting transparency] guarantees the right of participating economic operators to have access to official documents of competing operators. The contracting authority has not justified whether this request was partially or fully approved and on what basis which provision was provided for the protection of this information. Article 11 of the Law on Public Procurement has clearly defined which information can be and is protected as business secrets. On the other hand, with the Public Procurement Regulation, Article 7, paragraph 7.6.2., it has been determined that such information must be redacted from the documents and the rest of the document must be public for access by interested operators.

9. In the relevant case, the contracting authority has failed to fulfil its positive obligations in relation to ensuring transparency for interested operators, who seek to see whether the evaluation

of the offers was in accordance with the Law and the selection requirements, because: i) it has not been proven that the recommended operator has marked these documents as business secrets on the e-procurement platform, ii) it has not been proven that the contracting authority has issued an administrative act/decision approving this request in part or in full and iii) a clean version of the offer has not been prepared with the removal of business secret information.

10. The contracting authority, in addition to having obligations to protect business secrets towards the operator recommended for the contract, also has an obligation of transparency towards other operators who must have access and be convinced that the evaluation process was fair and legal. The contracting authority, before issuing a decision on the protection of a business secret, must apply the test set out in Article 11 of the Public Procurement Law, which requires that only that information be protected which: “convincingly demonstrates, in the reasonable judgment of the contracting authority, that public access to such element would result in material harm to the legitimate commercial interests of such economic operator”.

In the present case, the protected information relates to staff, references for similar work, ISO standards and machinery/equipment. None of this information meets the requirements set out in Article 11 of the Law, since their eventual publication would not cause any harm to any operator. This is because initially the ISO standards cannot be protected as business secrets since they are part of the requirements of the law for Article 70 [quality assurance standards] and are not related to Articles 68 and 69 for which the law allows protection. As such, they should have been provided for access at the Complainant's request.

11. Furthermore, a part of the references were offered to us for partial access to the references of the operator Toni, however, as can be seen from the offer link, the recommended operator has submitted 18 folders in rar format, while the Complainant has been offered only 9 of these folders, denying access to the other half of the documents of 9 folders.

Photo 1: Evidence from the offer link for the documents submitted. The part of the documents shaded in green has been offered access to the documents, while the part shaded in red has not been offered access to the official documents.

12. It is worth noting that for these 9 folders to which neither limited nor full access has been provided, there is no support in Article 11 of the Law for them to be categorized as documents protected as business secrets. The only protection granted to the operator in this case is protection from complaints and requests for review which would identify the inconsistencies of the bid with the requirements of the tender dossier. We also consider that the Contracting Authority, by not providing us with access to all the documents of the bid of the recommended operator, has made it impossible for us to submit a well-argued and complete complaint request.

13. In the decision to reject the request for review, the Contracting Authority claims to have respected Article 11 even though it has not issued a decision regarding the request for preservation of business secrets. What is even more worrying is the protection of ISO certificates which fall within the scope of the requirements of Article 70 of the Law and cannot be protected in any case as business secrets. The contracting authority claims that due to the fact that these requirements of the dossier were listed under the technical and/or professional capabilities, they

fall under the category of Articles 68 and 69 of the Public Procurement Law. However, the Complainant emphasizes that regardless of which part of the dossier the request for these certificates is made, the tender dossier cannot be considered as a change of the legal provisions. Such a response by the contracting authority best demonstrates the absurd insistence on not providing transparency even when this is a legal obligation that does not allow for interpretation.

Use of staff in other contracts

14. In the tender dossier, in the requirements on technical and/or professional capabilities, criterion number 7, is required: "Criterion number 7. The O.E. must ensure that there are no more than three active contracts with the MCYS of the same nature, respectively, in the dynamic work plan, the same licensed architect or licensed craftsman cannot be engaged in more than three other contracts of the same nature." In the meantime, as evidence, the following was required: "7. If the value of the contract in which the licensed staff is engaged is less than 100,000.00 euros, this criterion does not apply. If the O.E. competes in several restoration projects, in the dynamic work plan, the same licensed architect or licensed craftsman cannot appear in more than three contracts engaged at the same time (same calendar dates)."

15. Further in the tender dossier it is requested that: "Note: If the EO or GRO bids in both LOTs, the bidding must be done according to the rules of Article 18.5 and 18.9 of Regulation No. 002/2024 on Public Procurement".

16. From the provision of documents and information based on searches on the e-Procurement platform and secondary search methods, it is noted that the operator recommended for the contract, has other contracts in implementation, which could mean that the same has not provided an accurate statement that it does not have staff engaged in other projects.

17. According to the information that the complainant has, the operators recommended for this contract are implementing the following active contracts with the Contracting Authority:

N.N. 100% Design SHPK:

a. "Second Phase - Restoration of the Gazi Mehmet Pasha Bathhouse - Prizren", with No. 207-23-14006-5-2-1/C402 (207-23-146-5-2-1)

b. "Restoration and conservation interventions - Former Austro-Hungarian Consulate in Prizren", with No. 207-23-10029-5-2-1/C360 (207-23-087-5-2-1)

c. "Restoration and conservation interventions in the Prizren Region - First Phase" Lot II Restoration interventions in the tower house of Hajrulla Çanta, with No. (207 25-4876-5-1-1)/C538 (207-25-053-5-1-1)

d. LOT IV Conservation and restoration of the residential house of Kolë pashku, Stubëll - Viti, with Procurement No. 207-25-5051-5-1-1/C547 (207-25-060-5-1-1)

e. Restoration of the Museum of Victims known as the Museum of the Massacre in the Bosniak Quarter, North Mitrovica (207-25-9571-5-2-1)

f. Lot II Adaptation and revitalization of the theater spaces in the Youth and Sports Palace Complex with Procurement No. 207-25-3927-5-1-1/C566

g. Restoration and conservation interventions in cultural heritage sites throughout the Republic of Kosovo - Phase Four; Procurement Subjects - Restoration and conservation interventions in cultural heritage sites throughout the Republic of Kosovo - Phase Four in the Pristina Region, with Procurement No. 207 24-10543-5-1-1.

Toni OP:

h. "Restoration and conservation interventions in the Prizren Region and the Gjakova Region - Phase 1" Lot II Restoration and conservation interventions in the Koçbashliu family house with no.207-25-7857-5-2-1/C563 (207-25-093-5 2-1)

i. LOT 3: conservation and restoration of the Qehaj family house in Peja 207-25-8268-5-2 1/C597 (207-25-101-5-2-1)

j. Restoration and conservation interventions in the house of Ymer Elshan-Drena with no.207-25-5803-5-2-5/C545 (207-25-064-5-2-5)

k. Renovation of the National Gallery

l. Restoration of the Tosun Bey Tower - Gjakova, with procurement no. 207-25-602-5 2-1/C498

18. We have also requested the Contracting Authority to verify other potential contracts that these two operators may have in progress to verify whether we are dealing with multiple overlapping of the same staff, which would be in conflict with the requirements of the tender dossier.

19. The contracting authority in the decision to reject the request for reconsideration on this point did not deny that the recommended operators are engaged in other contracts and have the same staff engaged, but attempted to evade this by misinterpreting the request in the tender dossier, as it concerns only requests for contracts over 100,000 Euros, where according to the contracting authority it has been proven that the staff is not the same. However, the contracting authority did not clarify which contracts these operators currently have, with which staff they implement them, what their value is and how they meet the conditions of the tender dossier. In the absence of such reasoning, this decision seems more like an attempt to cover up the erroneous evaluation of the bids than a full justification under provisions 47, 48 and 52 of the Law on General Administrative Procedure.

Failure to complete the declarations by the consortium member

20. According to the consortium agreement, the consortium members have agreed to divide the work 90% for the leader and 10% for the consortium member. This means that they have shared responsibility for the implementation of the contract in a certain percentage. However, the consortium member has not submitted any of the declarations required by the tender dossier regarding the non-engagement of staff in more than three other contracts or in the other declarations required by the tender dossier.

21. Furthermore, due to the lack of access to official documents, we do not know whether the same has the ISO certifications as required by the tender dossier. The contracting authority in relation to this point has only stated in the decision to reject the request for reconsideration that the group meets the conditions, but without documenting this according to the requirements of the Law on Public Procurement and the Law on General Administrative Procedure. There is no legal or other reason why documents such as ISO certificates or statements of consortium members should not be provided for access, with the claim that business secrets are being protected. Business secrets may be related to methods of performing work, client relations but not to quality certificates and other documents that do not meet the condition for protection under Article 11 of the LPP. Incomplete consortium agreement

22. The consortium agreement does not meet the requirements of the tender dossier and the Procurement Regulation, as it is not detailed enough to indicate exactly what each member will do and what the shared responsibilities are. The members have only divided the parts of the contract implementation into percentages without clarifying the specific tasks of each and the deadlines for the implementation of these obligations.

The contracting authority, in relation to this complaint claim, has emphasized that for the Authority, the division into percentages, although it is not defined who will do what, is sufficient.

However, this preferential treatment of this offer in violation of the applicable public procurement rules, conflicts, among other things, with the very principles of the Public Procurement Law, especially when considering that these shortcomings may be negatively reflected in the phase of the contract implementation.

Regarding the claims of EO “G-Project” SH.P.K. The review expert through report no. 2026/0230 has assessed as follows:

The procurement activity entitled: “Restoration and conservation interventions in the assets of the Cultural Heritage in the Prizren Region LOT I Ryzhdije High School in Prizren and LOT II Old School of the village of Mushnikove” with procurement no.: "207-25-9810-5-1-1", initiated by the Contracting Authority (CA) - MINISTRY OF CULTURE OF YS AND ÇJK, open procedure, type of contract work, criterion lowest responsive price.

The complaint is filed against the Decision B58 of the Contracting Authority.

The complaining EO was declared unsuccessful with a price higher than the Recommended Operator Group.

Further, the complaining EO after the rejection of the request for review by the CA, the same files an appeal with the PRB, claiming that the CA did not evaluate correctly and that during the evaluation it violated the Public Procurement Law, respectively articles: 6,7,10,11,59,70, the Public Procurement Regulation no. 001/2022 article 7 and articles: 47,48, and 52 of the Law on Administrative Procedure.

The complaining EO in the appeal has filed appeal claims against the recommended group for this procurement activity. The same claims that the CA has not provided full access to the bid, which has not been enabled to verify the accountability of the recommended group, and as such, in the absence of full access to the same, they claim that the recommended group does not meet the requirements of the tender dossier, suspecting that the group lacks ISO standards, statements from the consortium member, contesting the Consortium Agreement, and has also requested from the CA to verify the other contracts that the recommended group has with MCYS, ensuring that they do not have the same staff engaged. (Note: All complaint claims are described above in the Violated Provisions and Complaint Claims section)

Response to the complaining claims of the complaining EO:

The review expert after analyzing and reviewing the case files explains that, in the offer of the recommended group, there are two requests for Complaint 3 in which it is requested to be classified as business secret documents in order not to damage the material interest of legitimate commercial interests, causing financial damage, loss of integrity, damage to reputation, misuse of documents, etc. And consequently, the CA, in accordance with Article 10 and 11 of the LPP, has classified the documents that are in accordance with the request according to Article 68 and 69, while regarding the ISO standards, despite the fact that they cannot be called a business secret, the CA has considered them as secret due to the fact that they were part of the request in 9.1&9.2 of Article 69 of the LPP.

However, regarding the doubt about the ISO standard, the expert can ascertain that the same are found in the offer for the two economic operators, valid and confirmed according to the QR Code, therefore the claim of the complaining EO is not found to be well-founded.

Further, regarding the Consortium Agreement, the offer of the complaining EO contains the Consortium Agreement according to the standard form attached by the CA to the DT, in which form the leader and the member of the consortium are defined with the percentage of 90% and 10%, in which the responsibilities are also described in general form which according to the percentage means participation in the implementation of the contract, and cannot be considered to contradict the form, as such the claim of the complaining EO is not found sustainable. The complaining EO also mentions as suspicions that the recommended Group possesses several current contracts with the CA, which suspects that they do not meet the requirement number 7 in the tender dossier, for the reason that they may be the same staff in several contracts. Which claim the Review Expert explains that the CA in the TD has requested:

Criterion number 7. The O.E. must ensure that there are no more than three active contracts with the MCYS of the same nature, respectively, in the dynamic work plan, the same licensed architect or licensed craftsman cannot be engaged in more than three other contracts of the same nature.

7. If the value of the contract in which the licensed staff is engaged is less than 100,000.00 euros, this criterion does not apply. If the O.E. competes in several restoration projects, in the dynamic work plan, the same licensed architect or licensed craftsman cannot appear in more than three contracts engaged at the same time (same calendar dates).

Which claim, since the expert does not have access to the offers of past activities, as such, considers that the CA bears the responsibility of verifying the offers and staff lists, for which it is worth noting that the criterion is for projects over 100K, therefore according to the CA's finding in response to the request for reconsideration, the same have verified these suspicions and are not found to be founded.

In conclusion, the Contracting Authority has analyzed the evaluation and examination of the bids in accordance with Articles 1, 6, 7, 59, 72 of the LPP, resulting in a recommendation of the bid according to the criterion of the lowest responsible price, while regarding the failure to provide full access by the CA to the complaining EO, the review expert considers that, based on paragraph 3 respectively 3.1, 3.2, and 3.3 of Article 11 of the LPP, according to the request in Complaint 3 for Business Secrets by the recommended EO, the CA has respected Article 11 paragraph 4 by submitting a cleaned version of the documents, and consequently, since the requested documents are the requests under Articles 68 and 69, then the complaint of the complaining EO has been handled by the review expert with access to E-Procurement in accordance with Article 10 paragraph 8 of the LPP.

Therefore, the complaint of the complaining EO is recommended to be partially approved based on the fact that, in the absence of access, the same suspects that the CA has not assessed correctly and that the documents of the recommended Group have not been provided according to the requirements of the DT, but according to the review of the case files, it results that the recommended group meets the requirements and the doubts of the complaining EO do not stand, as such it is recommended that the decision of the CA remain in force.

Regarding the expertise report, the complaining Economic Operator has not responded, while the Contracting Authority has agreed.

-Findings of the Review Panel -

The Review Panel assesses that the Review Expert Report, drafted at the request of the Procurement Review Body 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 any such report is assessed and/or analyzed in the overall context of the case files, the alleged facts and any other 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 terms of Article 98, 99 in conjunction with Article 105 of the Public Procurement Law.

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 “G-Project” SH.P.K. is approved as partially grounded.

Consequently, the Review Panel, based on Article 1 and 7 of the LPP, supports the report of the review expert and has decided regarding the procurement activity entitled Restoration and conservation intervention in the assets of Cultural Heritage in the Prizren Region Lot 1 Ryzhdije High School in Prizren and, lot 2 Old School of the village of Mushnikove with procurement number: 207-25-9810-5-1-1 to leave in force the decision of the CA.

The Review Panel has decided in accordance with the legal competences within the meaning of Article 104 paragraph 1 in connection with Article 103, Article 105 and Article 117 of the LPP to implement 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.

Point I of the decision was decided based on Article 117 of the LPP in conjunction with Article 29 of the PRB's Rules of Procedure.

Point II of the decision was decided based on Article 131 of the LPP in conjunction with Article 29 paragraph 3 of the PRB's Rules of Procedure.

Point III of the decision was decided based on Article 31 paragraph 4 and paragraph 6 of the PRB's Rules of Procedure in conjunction with Article 118 of the LPP.

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

President of the Review Panel

Mrs. Batisha Ibrahim

Legal advice:

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

Decision to be submitted to:

1x1 CA – **MINISTRY OF CULTURE YS AND ÇJK;**

1x1 EO – **G-PROJECT;**

1x1 Archive of the PRB