



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

Psh. No.0038,0040/26

The Review Panel, appointed by the Acting President of the PRB, pursuant to Article 105, 106, and 117 of the Law on Public Procurement of the Republic of Kosova (Law No. 04/L-042, supplemented and amended by Law 04/L-237, Law 05/L-068, supplemented and amended by Law 05/L-092) composed of Batisha Ibrahim-President, Vedat Poterqoi and Kimete Gashi-Brajshori-Members of the Review Panel, deciding upon the complaint of EO TONI O.P., IDEAL PARTNERS SH.P.K., against the Decision to award a contract or a design competition, the Decision to award a contract related to the procurement activity “LOT 1 Renovation of the Adriana City Theater in Ferizaj and LOT 2 Adaptation and revitalization of the theater spaces in the Youth and Sports Palace complex” with procurement number 207-25-3927-5-1-1, initiated by the contracting authority (CA)- MINISTRY OF CULTURE YS AND ÇJK , on the 04.03.2026 has issued this:

### **DECISION**

1. Approved, as partly grounded the complaint of the EO TONI O.P., IDEAL PARTNERS SH.P.K., with no. 2026/0038, dated 19.01.2026 and with no. 2026/0040, dated 19.01.2026, regarding the procurement activity "Renovation of the Adriana City Theater in Ferizaj and LOT 2 Adaptation and revitalization of the theater spaces in the Youth and Sports Palace complex", with procurement number 207-25-3927-5-1-1, initiated by the contracting authority - MINISTRY OF CULTURE OF THE RS AND ÇJK, MINISTRY OF CULTURE OF THE YS AND ÇJK -LOT 1..
2. Remains in force, B58 Notice on the Decision of the Contracting Authority - MINISTRY OF CULTURE OF THE YS AND ÇJK, for the activity according to provision I of this decision.
3. Since the complaints of the complaining economic operators are partially approved, the fee paid upon filing the complaint shall be returned to the same. The complaining economic operator is obliged to, in accordance with Article 33, 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 shall be confiscated and these funds shall be transferred to the Budget of the Republic of Kosovo.

## REASONING

### ***-Procedural facts and circumstances -***

On the 28.03.2025, the MINISTRY OF CULTURE OF YS AND ÇJK, in the capacity of the Contracting Authority, has published the Contract Notice B05 regarding the procurement activity entitled “LOT 1 Renovation of the Adriana City Theater in Ferizaj and LOT 2 Adaptation and revitalization of the theater spaces in the Youth and Sports Palace complex” with procurement number 207-25-3927-5-1-1.

The contracting authority has implemented an open procedure, type of contract: work, estimated value of the contract for Lot 1: 1,200,000.00 €.

On the 29.08.2025 the CA published the Notice on Decision B58 where it awarded the contract to EO EING COM Sh.P.K.

On the 02.01.2026, EO TONI O.P., submitted a request for review against the Notice on Decision B58 of the Contracting Authority. On 05.01.2025, EO IDEAL PARTNERS Sh.P.K. also submitted a request for review against the Notice on Decision B58 of the Contracting Authority.

On the 09.01.2026, the Contracting Authority published the decision through which the complaints of both Economic Operators are rejected as unfounded and the notification on the decision of the Contracting Authority is confirmed.

On the 19.01.2025, EO TONI O.P., submitted to the PRB the complaint with no. 0038/2026, while on 19.01.2026 EO IDEAL PARTNERS SH.P.K., has submitted to the PRB the complaint with no.0040/2026.

### ***-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.

Taking into account the fact that both complaints are related to the same procurement activity, respectively to the notification of the same decision of the Contracting Authority regarding this procurement activity, it has been decided that complaint no. 0535/2025 and complaint no.

0560/2025 shall be merged and treated as a unified case within the meaning of Article 16 paragraph 1 of Regulation no. 01/2020 on the Work of the Procurement Review Body.

The claims of the complaining economic operator TONI O.P. are presented as follows:

Claim 1:

The staff presented according to the list attached to the offer and the attached documents are in contradiction with each other and there is a tendency by the recommended operator to deviate regarding the position in which the staff are engaged. Below you will find the facts and arguments in which the engagement of the staff differs in the list, CV and contract:

Musa Bunjaku - On the list: Tiler.

Fexhri Podvorica - On the list: Plasterer; on the contract: Worker.

Çlirim Tahiri - On the list: Installer.

Jakup Podvorica - On the list: Roofer.

Venhard Oruqi - On the list: Tiler; on the contract: Worker-Driver.

Fisnik Hyseni - On the list: Welder.

Visar Bajgora - On the list: Manual worker; on the CV: General foreman; on the contract: General foreman.

Fisnik Bislimi - On the list: Manual worker; on contract: Worker; on CV: Master (facade, painter).

Muhamet Lahi - On the list: Physical worker; on contract: Master painter.

Arsim Bllaca - On the list: Physical worker; on the contract: Worker.

Qendrim Abdullahu - On the list: Physical worker; on the contract: Worker.

Valmir Hyseni - On the list: Physical worker; on the contract: Worker.

Kushtrim Muzaqi - On the list: Physical worker (contract missing according to the request of DT).

Samed Podvorica - On the list: Physical worker; on the contract: Worker.

Hyzri Mehmeti - On the list: Physical worker; on the CV: Welder; on the contract: General foreman.

Rinor Ajeti - On the list: Physical worker; on the contract: Worker.

Afrim Pervetica - On the list: Physical worker; on the contract: Electrician.

For all the points highlighted, facts and arguments will be presented which show that, even through clarifications, the operator cannot be recommended for the contract due to numerous deviations and contradictions, which with clarifications go outside the context of the initial list

and constitute a substantial change, in violation of Articles 59 and 72 of the LPP. As for Mr. Fexhri Podvorica, who is listed as a plasterer, while in the contract he appears as a worker, the question arises as to how this point was clarified by the operator. During the execution of the project, the same cannot be engaged as a plasterer, since he is engaged as a worker by contract and consequently has no contractual and legal responsibility to engage as a plasterer. This point is not fulfilled by the operator and cannot be fulfilled even through clarification, since any tendency to complete it is in violation of Articles 59 and 72 of the LPP.

Regarding Mr. Venhard Oruqi, who is listed as a sheet metal worker, while in the contract he appears as a Worker-Driver, the question arises as to how this point was clarified by the operator. During the execution of the project, the same cannot be engaged as a sheet metal worker, since by contract he is engaged as a Worker-Driver and consequently has no contractual and legal responsibility to engage as a sheet metal worker. The sheet metal worker is absent and the operator is irresponsible in this regard. Any clarification in this regard constitutes a substantial change and is in contradiction with Article 59 and 72 of the LPP. Regarding Mr. Visar Bajgora, who is listed as a manual worker, while in the contract and CV he appears as a general foreman, the question arises as to how this point was clarified by the operator and for which position he was considered. Regarding Mr. Fisnik Bislimi, who is listed as a manual worker, in the contract as a worker, while in the CV as a craftsman (facade worker, painter), we have three contradictions between the documents. During the bid, no CV was attached for this person, as it is not required for manual workers. While during the complaint phase, the operator attempts to present him as a craftsman, diverting the initial purpose and the role for which he was engaged. Such an approach should not be accepted as good or legitimized by the competent authorities.

Regarding Mr. Muhamet Lahi, who is listed as a manual worker, while in the contract he appears as a master painter, the question arises as to which position he was appointed to and how this discrepancy was explained. Regarding Mr. Hyzri Mehmeti, who is listed as a manual worker, in the contract as a general foreman, while in his CV as a welder, we have three clear contradictions between the documents. During the bidding, no CV was attached, as it is not required for manual workers. At the appeal stage, the operator attempts to present him as a welder through the CV, thereby deviating from the initial role. Such a contradictory approach is not in accordance with the principles of public procurement and violates the integrity of the process. Regarding Mr. Afrim Pervetica, who is listed as a manual worker, while in the contract he appears as an electrician, the question arises as to how this point was clarified and for which position he was considered. The workers presented by the operator recommended for the contract, through the request for reconsideration and the complaint to the PRB, have changed positions in order to meet the criteria, by deviating and distorting the facts and misleading the Contracting Authority, the Review Expert and the PRB Panel.

#### Claim 2:

We have reasonable suspicions that only for this procurement procedure the professions of the engaged persons have been significantly changed, in violation of the legal provisions in force.

For this reason, we request the review expert, within his legal competences, to verify and compare the positions in which these persons have been appointed by the company in other public procedures with different contracting authorities.

Given that this is the first activity in this field with MCYS for which this economic operator has applied, we have reasonable suspicions that the documentation has been changed only for this procedure, which contradicts the fundamental principles of the Law on Public Procurement.

Referring to the list of staff and documents submitted in the bid, as well as the list subsequently submitted in the appeal, it is clear that we are dealing with a substantial change in the content of the bid, which does not comply with the initial documents submitted. The discrepancies cannot be corrected through clarifications without compromising the equality and integrity of the procurement process. As for the other reason for elimination for failure to meet criterion no. 4.5, this does not apply, as we have attached the list with sufficient staff together with the relevant contracts. For the persons highlighted in the list, we are attaching the relevant CVs, which respond precisely to the requirements of the tender dossier and the contract notice. We are ready to provide any additional clarification if you consider it necessary. When evaluating tenders, Article 10 of Guideline No. 001/2023 on Public Procurement, supplemented and amended by Guideline No. 002/2024, respecting the principles of equal treatment, transparency and proportionality.

### Claim 3

Regarding criterion no. 4.6, the operator recommended for the contract has claimed to meet this criterion, stating that the reason for elimination for failure to meet criterion no. 4.6 does not hold, since it has attached a list of sufficient staff together with contracts with the necessary descriptions, which according to it meet 100% the requirements of the Tender Dossier and the Contract Notice.

However, as can be seen from the staff list, the operator has presented all these workers as physical workers. Meanwhile, for Mr. Afrim Pervetica, an employment contract has been offered in which, according to Article 3, the same is engaged as an Electrician (see the attached employment contract).

Consequently, the operator is left with only five (5) physical workers, while the criterion requires at least six (6) physical workers. In any case, this operator is found to be irresponsible, as it does not meet criterion no. 4.6, because Mr. Afrim Pervetica is not engaged as a manual worker, but as an Electrician. From the evaluation method, it clearly results that the presentation of the staff in the offered list and in the relevant contracts was not taken into account, but clarifications adapted to the interest of the operator "EING COM Sh.P.K." were accepted, bringing substantial changes to the content of the bid, in violation of Article 59 and Article 72 of the Law on Public Procurement (LPP), and consequently damaging the process of this procurement activity.

Based on Article 116.6 of the LPP, a decision of the PRB to re-evaluate the selection of bidders or the award of the contract does not imply a change in the initial result. The evaluation should have been carried out in full compliance with the Law on Public Procurement and the relevant

regulations, allowing for clarifications under Articles 59 and 72 of the LPP, but without the Contracting Authority being obliged to accept them if they result in substantial changes to the bid. The staff list constitutes the main basis for clear and objective verification. Any possible clarification should be made exclusively based on the description of the profession and position named in this list, and not according to the interests of economic operators.

#### Claim 4

The operator recommended for the contract “EING COM Sh.P.K.” has submitted employment contracts for the staff engaged in violation of Article 57 (Minimum Wage) of Law No. 03/L-212 on Labor. Specifically, in the full-time 40-hour-per-week employment contract with Mr. Visar Bajgora, in Article 4, the monthly salary is set at 250 euros, dated 01.03.2021, in violation of the legal provisions in force. Consequently, there is a reasonable suspicion that this contract may be fictitious, as it is in violation of the Labor Law and the same is not declared in the TAK (see attached contract). Likewise, the full-time 40-hour-per-week employment contract with Mr. Fisnik Bislimi is in violation of Article 57 of Law No. 03/L-212 on Labor, since Article 4 of the contract stipulates a monthly salary of 300 euros, with a date of conclusion of 01.04.2021, also in violation of the law in force. Even in this case, there is a reasonable suspicion that we are dealing with a fictitious contract, since its content contradicts the provisions of the Labor Law and the same is not declared in the TAK with a regular contract (see attached contract). As a reference, there are dozens of decisions of the PRB on similar cases.

#### Claim 5

We claim that the operator has not engaged professional staff according to the requirements of the Contracting Authority, respectively in violation of criteria no. 2 and no. 3 of the Tender Dossier.

Criterion no. 2 - Appointment of the Contract Manager requires a decision to designate the contract manager, who must be a Master or an Architectural or Civil Engineer - constructive. The decision must contain basic data on the application procedure (name of the Authority, name of the procedure, procurement number). The manager must present a university diploma, employment contract or pre-contract, evidence of at least 5 years of work experience in the field of cultural heritage or similar work, as well as at least one reference in contract management. At least one of the professional staff must be licensed with an A1 License.

Criterion no. 3 - The list of professional staff requires:

One (1) Graduated Architectural Engineer (or Master);

One (1) Graduated Structural Engineer (or Master).

All must present a university degree, employment contract or pre-contract, proof of at least 5 years of work experience and work references for similar projects, according to the requirements specified in the Tender Dossier.

We suspect that this is the same case for which the economic operator was eliminated in the procedure “Restoration and conservation interventions in the Çoku Mosque in Junik and the Orllani Mosque in Podujeva”, with procurement no. 207-25-7067-5-1-1.

Based on the PRB Decision no. 2025/0006, these requests have been treated as separate and with special conditions for each. This decision emphasizes that the requests for the contract manager and for the list of professional staff are separate points and must be completed separately.

We claim that the operator recommended for the contract, as well as the Group of Economic Operators “IDEL PARTNERS Sh.P.K. & AKTIV Sh.P.K.”, are in conflict with this decision and do not meet the criteria of the Tender Dossier.

#### Claim 6

Regarding the Group of Economic Operators “IDEL PARTNERS Sh.P.K. & AKTIV Sh.P.K.”, the same was declared unsuccessful by the Evaluation Commission, contrary to the decision dated 29.08.2025.

In the request for reconsideration, this group did not present any fact or argument that would contradict the reasons for elimination. On the contrary, it did not dispute the fact that the Technical Specifications according to Annex 1 were not signed and stamped, as required in the Tender Dossier.

Consequently, it should have been treated as a party without interest.

Also, Criterion No. 4, which requires the submission of a sealed and signed list of at least 20 professional and support workers, including: technicians, master conservators with relevant licenses, at least 10 workers for various jobs and at least 6 manual workers, has not been met.

From the submitted list it results that the operator has not met these requirements, since from ordinal numbers

12 to 24 workers have been presented as manual workers, contrary to the requirements of the Tender Dossier. Furthermore, the staff list is not signed and sealed, and does not contain the title of the procurement procedure, which makes it inadmissible.

Based on Article 116.6 of the LPP, a decision of the PRB for re-evaluation does not imply a change in the initial result. The evaluation must be carried out in accordance with the Law on Public Procurement, allowing clarifications only if they do not constitute substantial changes to the bid. In our request for reconsideration with the Contracting Authority, our points were not addressed at all, and an unjustified decision was arbitrarily taken to reject our request, without providing a full and transparent justification. The claims of the complaining economic operator IDEAL PARTNERS SH.P.K. are presented as follows:

Not having access to the relevant documentation, we consider that the company may have been licensed with a B2 license through one of the employees (architect with an A1 license) or former employees of the Ministry of Culture. The lack of access to the documentation has violated our right to verification, as the EO has requested treatment as a business secret only for documents

related to the staff (employment contracts, CVs and diplomas), but has not requested business secret for licenses and similar documents. Therefore, there is a possibility that the EO has been licensed through architects who have been employed by the Ministry or who may still be employed there. If such a situation turns out to be correct, then, according to the Law on Prevention of Conflict of Interest, this may constitute a breach of confidentiality and a conflict of interest, making the validity of the company's license questionable.

Also, according to this law, if a person has been in a managerial position in a public institution, it is not allowed for a certain period of time for the company in which he is a manager to apply for tenders in the institution where he was previously employed. Based on the request for business secrets from the EO assessed as responsible, we consider that the CA has done us an injustice by not providing us with full access to the documentation. The EO has requested business secrets for: CVs, employment contracts, staff diplomas and documentation for machinery (workbooks, DUD, contracts, invoices). While it has not requested access restrictions for: List of employees; List of equipment; Financial turnover; Licenses; Declaration on the meaning of the tender and the provision of the required materials and equipment; ISO certificates; Decision on the appointment of the project manager. Economic and financial capacity for LOTs.

Based on the Tender Dossier requirement for economic and financial capacity, as well as the remark according to the LPP that if the EO or GOE bids in both LOTs, the bidding must be made according to the rules of Article 18.5 and 18.9 of Regulation No. 002/2024 on Public Procurement, we consider that the EO has not fulfilled the economic and financial capacity for both LOTs.

The requirement was as follows:

For LOT 1: turnover in the last three years (from the date of publication of the Contract Notice - form B05) at least €2,400,000.00;

For LOT 2: turnover in the last three years (from the date of publication of the Contract Notice - form B05) at least €2,600,000.00.

In the absence of access to the relevant financial documentation, we were unable to verify whether the EO has fulfilled these requirements for both LOTs simultaneously, as required by the applicable regulation. Continuation of tender security and bid validity Another problematic issue is that we were not provided with access to the request that the CA itself made to the participating EO for the continuation of the security and validity of the bid. On 02.12.2025, we were requested to extend the validity. The CA stated that two operators did not continue the security of the tender and the validity of the bid. However, in our request for access to documentation, we were not provided with a document proving that the EO declared the winner has continued the validity and security of the tender in accordance with the CA's request.

Arithmetic error in the pre-measurement and preliminary calculation

In the pre-measurement and preliminary calculation there is an arithmetic error in the water supply and sewage section. On this issue we have no information whether the CA has requested

clarification from the EO regarding this error, nor whether it has been handled in accordance with the provisions of the LPP for the correction of arithmetic errors.

Response of the CA to the request for reconsideration for TONI O.P.,

The Contracting Authority MCYS has acted equally at all stages of the evaluation of the bids in this procedure. Initially, it has awarded you with a contract, but other instances have proven the opposite and, in this form, we are obliged to respect the decisions of the monitoring levels against the Contracting Authority, in this case the decisions of the PRB no. 2025/0915 and 2025/0921.

According to the Decisions of the PRB no. 2025/0915 and 2025/0921, the Economic Operator recommended for the contract "EING COM sh.p.k." has submitted employment contracts for the staff engaged in accordance with the requirements of the Tender Dossier. While the Group of Economic Operators "IDEAL PARTNERS sh.p.k. & AKTIV sh.p.k." has been declared unsuccessful by the Evaluation Commission in the decision dated 29.08.2025, where the subsequent change came as a result of the decisions of the PRB.

Regarding your claim that the winning Economic Operator, in the decision dated 29.08.2025, did not submit a request for review after the elimination and that it did not agree with the reasons for the elimination, we clarify that the winning EO, in the last decision, submitted a request for review according to its reasoning and filed a complaint with the PRB. You have done the same, using the legal right to appeal in this procedure. The fulfillment of the criteria by the winning EO in the Tender Dossier was done in accordance with the Law on Public Procurement (LPP), specifically with Article 72 - Documentation and Additional Information, as confirmed in the PRB Decisions no. 2025/0915 and 2025/0921. The Review Panel, appointed by the Acting President of the PRB, regarding the complaint no. 2025/0915, after reviewing the case files, concrete analysis and documentation, has found that the complaint of the EO "EING COM SH.P.K." is well-founded. The Panel has assessed that, in accordance with the evidence provided both in the request for review and in the complaint, the EO has provided evidence that contradicts the reason for the elimination by the CA. From the evidence provided, it was considered that the elimination of this EO was unsustainable and in contradiction with the legal provisions, as also stated in the PRB Decision. It has also been found that the actions of the CA were in contradiction with Articles 1, 6, 7, 59 and 60 of the LPP. For this reason, the procurement activity has been ordered to be reassessed and during the reassessment the CA must act in full compliance with the legal provisions of the LPP, the PRB Decision and the requirements of the Tender Dossier.

The EO, after the request for additional information and respecting Article 72 of the LPP, as recommended by the Expert and as determined in the PRB Decision, has fulfilled the criterion 4.5, which requires 10 workers for various jobs. With the cheapest bid, the EO was selected in the last decision (B58) by the CA.

The claim that the winning EO does not meet the criterion 4.6 for physical workers does not stand, since this criterion has been fulfilled.

Response to the request for reconsideration for EO IDEAL PARTNERS SH.P.K:

The Contracting Authority MCYS has acted equally at all stages regarding the evaluation of the bids in this procedure, since it has initially awarded you with a contract.

However, other instances have proven the opposite and, in this form, we are obliged to respect the decisions of the monitoring levels against the Contracting Authority, in this case the decisions of the PRB no. 2025/0915 and 2025/0921.

According to the PRB Decisions no. 2025/0915 and 2025/0921, the Economic Operator recommended for the contract "EING COM sh.p.k." has submitted employment contracts for the staff engaged in accordance with the requirements of the Tender Dossier. While the Group of Economic Operators "IDEAL PARTNERS sh.p.k. & AKTIV sh.p.k." has been declared unsuccessful by the Evaluation Commission. The change in decision-making after 29.08.2025 has come as a result of the implementation of the PRB decisions.

Regarding your claim that the winning Economic Operator, in the decision dated 29.08.2025, did not submit a request for review after the elimination and that it did not agree with the reasons for the elimination, we clarify that the winning EO, in the last decision, submitted a request for review according to its reasoning and then filed a complaint with the PRB. You have done the same, exercising your legal right to appeal in this procedure. The fulfillment of the criteria by the winning EO in the Tender Dossier was done in accordance with the Law on Public Procurement (LPP), specifically with Article 72 - Documentation and Additional Information, as confirmed in the PRB Decisions no. 2025/0915 and 2025/0921. The Review Panel, appointed by the Acting President of the PRB, regarding complaint no. 2025/0915, after reviewing the case files, concrete analysis and documentation, has found that the complaint of the EO "EING COM SH.P.K." is well-founded. The Panel has assessed that, in accordance with the evidence provided both in the request for reconsideration and in the complaint, the EO has provided evidence that contradicts the reason for the elimination by the CA. From the evidence provided, it was considered that the elimination of this EO was unsustainable and contrary to the legal provisions, as also stated in the PRB Decision. It has also been found that these actions of the CA contradict Articles 1, 6, 7, 59 and 60 of the LPP.

For this reason, the procurement activity has been ordered to be re-evaluated and during the re-evaluation, the CA must act in full compliance with the legal provisions of the LPP, the PRB Decision and the requirements of the Tender Dossier.

The winning EO, after the request for additional information and respecting Article 72 of the LPP, as recommended by the Expert and as determined in the PRB Decision, has fulfilled criterion

4.5, where 10 workers are required for various jobs. With the cheapest bid, the EO was selected in the last decision (B58) by the CA.

The claim that the winning EO does not fulfill criterion 4.6 for physical workers does not stand, since this criterion has been fulfilled in accordance with the requirements of the Tender Dossier.

The expertise report with no. 0038/2026 has been duly accepted by all procedural parties.

The CA agreed with the recommendations of the review expert report, while the EO did not agree with the review expert report.

The expertise report with no. 0040/2026 has been duly accepted by all procedural parties.

The CA agreed with the recommendations of the review expert report, while the EO does not agree with the review expert report.

The review panel has assessed that the conditions have been met to decide on this case without a hearing session within the meaning of Article 24 paragraph 1 of the Rules of Procedure of the PRB, taking into account that the claims of the parties and their submissions, the evidence and the report of the review expert provide sufficient data to decide on the merits of the case.

***- Administration and evaluation of evidence -***

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

Regarding the claims of EO TONI O.P., the review expert through report no. 2026/0038 has assessed as follows:

The review expert explains that the complaining EO, dissatisfied with the decision B58 for the award of the contract, has filed a complaint with the PRB, for Lot 1, claiming that the CA/MCYS has not made the assessment based on the provisions of the LPP.

Claim no. 1

The complaining EO claims that the recommended contractor for Lot 1 does not meet the requirements of the DT, specifically the requirement related to the technical staff, where according to the complaining EO, there is a discrepancy between the list of workers and the contracts because in the list of workers they appear with titles such as plasterer, sheet metal worker, electrician, etc., while in the employment contracts it is stated that they are workers, general foremen, etc.

The review expert explains that this claim of the complaining EO has also been addressed in the first expert report and in decision no. 915/25, where it was found that the CA should request additional clarifications regarding the evidence provided for the technical staff due to the fact that this request is included in the technical and professional capacity and at the same time the review expert, assesses that for the technical staff the EO recommended for the contract has also submitted qualification certificates proving their qualification and position in the company. Therefore, the claim of the complaining EO does not stand because in accordance with the decision of the AP, the CA-MCYS during the re-evaluation phase has clarified the evidence established.

Claim no. 2

The complaining EO claims that the documentation of the EO recommended for the contract has been changed, regarding the technical staff mentioned above. The review expert explains that the staff documentation has not been changed, but according to the decision of the Public Procurement Agency, the CA has requested clarifications for the list of staff submitted during the bidding in this procurement activity.

Claim no. 3

Claim no. 3 in the complaint of the complaining EO is related to claim no. 1, where the review expert has provided a response.

Claim no. 4

The complaining EO claims that the recommended contractor has submitted contracts that are in conflict with the labor law, where the salary is set at 250 euros or 300 euros, while the working hours in the contract are stated to be 40 working hours, and also claims that the contracts may be fictitious on the grounds that they are not declared in the TAK.

The review expert initially explains that the request for the TAK list of technical staff was not requested in the tender dossier, while the issue of declaring the salary and working hours is a matter of agreement between the contractual parties. Therefore, this claim does not stand.

Claim no. 5

The complaining EO claims that the recommended for the contract has not submitted the evidence according to the request of the tender dossier, specifically it suspects that it has not submitted two architects and one construction engineer - constructive.

The review expert explains that the EO recommended for the contract has submitted all the evidence related to the professional staff, where it has submitted two architectural engineers, three construction engineers, a total of 9 engineers of different profiles.

Claim no. 6

The complaining EO claims that, also EO Ideal Partners is irresponsible, with the reasoning that the CA, has decided in contradiction with decision B58 dated: 29.08.2025, with the reasoning that the first time it was eliminated while without re-evaluation it is unsuccessful.

The complaining EO claims that the list of technical staff of EO Ideal Partners is not in accordance with the requirements of the tender dossier because from number 12 to number 24 they are presented as physical workers and consequently this presentation according to the complaining EO is in contradiction with the requirements of the tender dossier. The review expert explains that in the list they are presented as physical workers, but this cannot be a reason for the elimination of an economic operator, because the same has also submitted qualification certificates such as for plasterer, electrician, etc. which also prove the qualified job in the company.

Regarding the claims of EO IDEAL PARTNERS SH.P.K., the review expert through report no. 2026/0040 has assessed as follows:

The review expert explains that the complaining EO, dissatisfied with the decision B58 for awarding the contract, has filed a complaint with the PRB for Lot 1, alleging that the CA/MCYS has not made the assessment based on the provisions of the LPP.

#### Allegation no. 1

The complaining EO claims that the project manager appointed by the EO recommended for the contract, thinks that the company is licensed with a B2 license with any of the employees (architects with an A1 license) or former employees of the Ministry of Culture and that according to the complaining EO this constitutes a conflict of interest.

The review expert, after examining the offer of the EO recommended for the contract, clarifies that I. Mejjini was appointed project manager and her CV states that she worked at MCYS.

Regarding this issue, the review expert has addressed the contracting authority in writing, requesting written clarifications, specifically whether it is in accordance with Article 4.1.75 of the LPP, since the engineer in question, according to her CV, was part of the MCYS staff. In response, the CA/MCYS stated that the engineer (I. Mejjini) from 31.12.2023, is not part of the MCYS. Therefore, the claim of the complaining EO does not stand. Claim no. 2

The complaining EO claims that the recommended for the contract has not met the requirement of economic and financial capacity, which is required:

Requirement number 1. The Economic Operator must have a turnover in the last three years for LOT

1 (from the date of publication of the Contract Notice - form B05) as follows, at least

2,400,000.00€, while for LOT 2 the Economic Operator must have a turnover in the last three years (from the date of publication of the Contract Notice - form B05) as follows, at least

2,600,000.00€.

The review expert, after having examined the bid, specifically the evidence for the request cited above, assesses that the claim of the complaining EO does not stand, because the recommended for the contract has provided evidence of TAK, with a value of over 6,000,000.00 euros.

#### Claim no. 3

The complaining EO claims that on 02.12.2025 we were requested to extend the validity. The CA has stated that two Operators have not continued the tender and validity, but in the request for access we were not given the document that the EO declared the Winner has continued the validity and the validity of the tender.

The review expert explains that in accordance with the request of the CA, the EO recommended for the contract has extended the validity and the validity of the offer.

#### Claim no. 4

The complaining EO claims that in the quantities and the preliminary calculation we have an arithmetic error in the offer of the EO recommended for the contract - in the water supply and sewage section.

The review expert, regarding the claim of the complaining EO, for arithmetic errors, explains that also for this issue he has requested clarification from the CA for the fact that there was no response to the decision of the request for reconsideration and in response the CA-MCYS has stated that there is no arithmetic error in the amount of the EO recommended for the contract.

***-Findings of the Review Panel -***

The Review Panel assesses that the Review Expert Report, drafted at the request of the Panel regarding the dispute in this case of public procurement activity, contains the essential elements of such a document as foreseen by the provision of Article 113 in conjunction with Article 114 of the LPP, according to which the expert is required to review all procurement documentation, including all complaint claims and to provide the Panel and all parties to the dispute with an independent and professional assessment of the procurement activity and the validity of the 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 general context of the case files, the alleged facts and other possible evidence, taking into account the nature of the possible violations, the course, nature and purpose of the procurement activity, therefore the fact in which cases and for what, the Panel relies or not, on the expert report and/or any of the recommendations, is a matter of his/her independent and professional judgment, as these responsibilities are addressed in the sense of Article 98, 99 in conjunction with Article 105 of the Public Procurement Law.

The Review Panel, having analyzed the documents of this case and the actions taken by the parties, their statements and the evidence administered during the course of this procurement activity, considers that the findings of the review expert's report and his assessments are acceptable and that the Review Panel rightly took his Report into consideration when making its decision.

The Review Panel regarding the claims of the complaining economic operators 2026/0038 and 2026/0040 has granted confidence in the recommendation of the review expert's report, but approves the complaints as partially grounded because the CA initially did not make the assessment in accordance with Article 59 of the LPP, where as in the expertise report, and with the previous decision PRB: 2025/0915, it was ascertained that the CA during the re-assessment applied Article 72 of the LPP, as described in the expertise report, the Review Panel also applied Article 6 of the LPP (economy and efficiency), where the EO recommended by the CA has the cheapest price than the two complaining EOs.

Consequently, the Review Panel, without the need for any additional clarifications based on the expertise's recommendation, has decided to remain in force the decision of the CA for Lot 1 regarding the activity with the published title "Renovation of the Adriana City Theater in Ferizaj and LOT 2 Adaptation and revitalization of the theater spaces in the Youth and Sports Palace

complex" with procurement no.: "207-25-3927-5-1-1. -if there is no other complaint for this activity for Lot I.

***-Conclusion-***

The Review Panel emphasizes the fact that Contracting Authorities are obliged to ensure that public funds and public resources are used in the most economical manner, while taking into consideration the purpose and subject matter of the procurement, as provided for in Article 6 of the LPP, the contracting authority must also take into consideration Article 1 of the LPP, since it is known that the purpose of this law is to ensure the most efficient, most transparent and fair way of using public funds and resources.

The Review Panel also evaluates as provided for in Article 24, paragraph 2. The contracting authority shall be responsible for ensuring that all procurement activities of such contracting authority are executed in full compliance with this law'' and Article 59, paragraph 1. The contracting authority shall establish an Evaluation Committee for the examination, evaluation and comparison of bids. All members of the Evaluation Committee shall take full individual responsibility for the evaluation of the bid. Upon the commencement of the implementation of electronic procurement, the PPRC shall issue secondary legislation on this matter''.

The Review Panel has decided in accordance with the legal competences within the meaning of Article 104, paragraph 1, in conjunction 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.

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

**President of the Review Panel**

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**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 OF RS AND ÇJK;**

1x1 EO – **TONI O.P., IDEAL PARTNERS SH.P.K.;**

1x1 Archive of the PRB