



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

Psh. No.0061,0067/26

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 Kosovo (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 Vedat Poterqoi - President, Kimete Gashi and Batisha Ibrahim - Members, deciding according to the complaint filed by the Economic Operator EO “Standard Home Furniture” L.L.C. and the complaint filed by the Economic Operator EO “Fatmir Godeni” B.I. regarding the procurement activity entitled: “Supply (frame) with sports equipment and requisites for educational institutions, institutional programs and professional organizations in the Republic of Kosovo (Second Re-tender)”, with procurement number: 207-25-936-1-1-1 initiated by the Contracting Authority (CA) - Ministry of Culture of the YS and the ÇJK, on the 23.03.2026 has issued this:

DECISION

1. Approved, as partly grounded the complaint of the EO “Standard Home Furniture” L.L.C. submitted to the Procurement Review Body on 26.01.2026 with protocol number 2026/0061, as well as the complaint of the Economic Operator “Fatmir Godeni” B.I. submitted to the Procurement Review Body on 27.01.2026 with protocol number 2026/0067, for the procurement activity entitled: “Supply (frame) with sports equipment and requisites for educational institutions, institutional programs and professional organizations in the Republic of Kosovo (Second Re-tender)” with procurement no. 207-25- 936-1-1-1, initiated by the Contracting Authority (CA) - Ministry of Culture of the YS and the ÇJK.
2. Remains in force, Notification of the CA's decision regarding the procurement activity described in point 1 of this provision.
3. The amount deposited upon filing of complaints is allowed to be returned and the complaining EO is obliged, in accordance with Article 31, point 6 of the Rules of Procedure of the PRB, to make a request for the return of the complaint security within a period of sixty (60) days,

otherwise the deposit will be confiscated and these funds will be transferred to the Budget of the Republic of Kosova.

REASONING

-Procedural facts and circumstances –

On the 18.02.2025, the Ministry of Culture of the YS and the ÇJK of the in the capacity of the Contracting Authority has published the Contract Notice regarding the procurement activity entitled "Supply (frame) with sports equipment and requisites for educational institutions, institutional programs and professional organizations in the Republic of Kosovo (Second Re-tender)" with procurement number: 207-25-936-1-1-1.

This procurement activity was conducted through an open procedure with the type of contract Supply and with an estimated contract value of 2,000,000.00 €.

On the 15.01.2026 the CA has published the Notice on Decision B58 through which it has canceled the procurement activity.

On the 19.01.2026, EO “Standard Home Furniture” L.L.C. has submitted a request for review against the Notification on Decision B58 of the Contracting Authority.

On the 19.01.2026, EO “Fatmir Godeni” B.I. has also submitted a request for review against the Notification on Decision B58 of the Contracting Authority.

On the 22.01.2026, the Contracting Authority has published a 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 26/01/2026, EO “Standard Home Furniture” L.L.C. has submitted to the PRB the complaint with no. 0061/26.

While on 27/01/2026 EO “Fatmir Godeni” B.I. has submitted to the PRB the complaint with no. 0067/26.

-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, namely to the notification of the same decision of the Contracting Authority regarding this procurement activity, it has been decided that complaint no. 0061/26 and complaint no. 0067/26 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 “Standard Home Furniture” L.L.C. are presented as follows:

Complaining claim 1:

Against the justification for the elimination of our company and against the complete cancellation of the procurement process, we as the EO, on 19.01.2026, have submitted a request for reconsideration, where in the same request a total of 4 complaint claims with facts, evidence and legal basis were included. Despite this, the CA - MCYS, the responsible officials of the Procurement Office, on 22.01.2026, issue a decision and reject our request without addressing a single complaining claim, disregarding the violations and abuse of the procurement procedure.

According to Article 108/A of the LPP, paragraphs 9 and 10, the CA is obliged to address all the appeal claims included in the request for reconsideration, while the CA has issued a “copy-paste” decision, dealing only with the catalog, but has remained completely silent on our claims regarding intentional delay and violation of Article 44 of the LPP; it has remained silent regarding the appeal claim for violation of Article 26.4 of Regulation No. 001/2022, regarding the obligation to request the extension of validity, as well as regarding the appeal claim for the legitimization of irresponsible parties. According to Article 108/A, the CA - MCYS is obliged to provide justification for each claim and their failure to address them makes the CA’s decision vulnerable and illegal in the procedure. On page 4 of the decision, in the justification of the decision of the CA - MCYS, the main sentence is written:

“The CA rejects the offer without requesting additional clarifications”.

This sentence should be the main evidence for the PRB, where the CA itself admits that it had doubts about the compatibility of the catalog-certificate or the CASAL brand, but has violated the legal obligation to request additional clarifications. The PRB practice is clear: the CA cannot eliminate an EO for unclear documents without first applying Article 59.4 and Article 72 of the LPP.

So, the fact that this is the “second re-tendering” proves that the CA is incapable of carrying out the process and has certain goals for concluding a contract with a certain company, which it has recommended in three procedures for which there is evidence and facts. Due to arbitrary assessments, the CA has been holding the sports equipment of students hostage for more than 3 years now, insisting on concluding a contract with an irresponsible company in every respect, and the PRB, legally, must intervene to protect the public interest and the state budget from the next and third attempt. Complaint claim 2: The CA - MCYS, the new bid evaluation commission and the responsible procurement officer, with the reasons described in the standard letter to our bid, in addition to having committed essential violations of the legal provisions on public

procurement, have also committed a criminal offense which is sanctioned by Articles 414 and 415 of the Criminal Code.

They have abused their official position and authority and have abused and deceived through the procurement procedure and for these actions responsibility will be sought in the Special Prosecutor's Office of Kosova.

Regarding the justification for the elimination of our bid, that the submitted documents – certificates do not confirm the technical specifications required for the sports equipment, namely for the non-fulfilment of requirements 1.1 - 10.1 of the FDT, they are completely illegal, since the CA – MCYS nowhere in the qualifying request has it requested that these certificates be valid or anything like that.

In the requirements for technical and professional capacity from point 1.1 to point 1.10, the CA - MCYS has requested that the documentation for the product be submitted, respectively for each chapter separately.

Therefore, the lack of a request for validity in the Tender Dossier for points from 1.1 to 1.10, which include basketball, football, volleyball, handball and other requisites - where the Contracting Authority has requested quality certificates such as FIBA, FIFA, IHF, etc. - shows that the Tender Dossier does not specify any criteria or requirement for these certificates to be or remain valid until a certain date after the submission of the bid.

Any elimination based on the expiration of certificates while the CA - MCYS has dragged out the assessment for months, leads to the establishment of new criteria and the filing of the case in the economic crimes and the Special Prosecutor's Office, which forces us as a company to file this entire procurement process in such instances, since all these actions and inactions are typically illegal and the responsible officials should be held legally responsible. The CA - MCYS should be aware that the sports products required in points 1.1 - 1.10 are goods that undergo continuous specific and technical updates. Global manufacturers issue new certificates on a monthly or annual basis to accompany advanced models of their products, and the CA - MCYS, from the date of publication of the contract notice to the date of publication of the notice and the attempt to cancel the procedure, in more than a year for this procurement procedure alone, with such an elimination justification, should not have annested them under any circumstances, since the unclaimed certificate as a qualifying requirement may have expired during the procedural delay of the CA - MCYS, while in reality it has been replaced with a new updated certificate by the manufacturer.

Therefore, the CA - MCYS, according to Article 59.4 and Article 72 of the LPP, had a legal obligation to request additional clarifications to enable us to submit updated and valid certificates, and not to use this formality as a means of arbitrarily eliminating our bid, even though in the preliminary evaluation it had recommended our bid for contract award. The issues of personal interests in the institution of the CA - MCYS are now known to me and have also appeared in the PRB. Namely, the procurement review panel, based on the law in force, should have filed this case with the Ministry of Internal Affairs and officially requested the initiation of an investigation for organized crime. Complaint claim 3: The Contracting Authority - MCYS,

not only in this case of re-evaluation of the bids, has exceeded every possible legal deadline for the evaluation and re-evaluation of the bids. According to Article 44 of the LPP, the validity period of the bid is limited, while Article 59 requires a fast and efficient evaluation process, no more than 30 days from the opening of bids, based also on Article 40 of Regulation No. 001/2022 on Public Procurement.

The delay of more than 6 months in this procurement activity is not a consequence of complexity, but a tool used intentionally to cause the expiration of the validity of the bids and tender security of our company, as the winner and recommended in the preliminary evaluation.

This cancellation of the procedure should remain in the attempt, as illegal through the deliberate passivity of the relevant and responsible officials of the CA, all this with the aim of giving the opportunity to conclude a contract with the company that in the initial assessment it has recommended in the three previous procedures and with which it is trying to conclude a contract for more than 3 years now. The CA - MCYS should take into account that an irresponsible offer cannot be made under any responsible circumstances and such consequences cannot be caused for personal purposes. We cannot and will not tolerate the abuse of public money and such a thing should be taken into account when reviewing the complaint and the case in general by the PRB.

Article 40.3 of Regulation no. 001/2022 on Public Procurement clearly states:

“The CA is obliged to complete the evaluation within a maximum period of 30 days or 45 in extremely complex cases”.

Every day of delay after this period, without an objective justification and without notification to the PPRC, constitutes an administrative violation and violates the principle of efficiency. The CA - MCYS and no other CA, legally or even logically, cannot use its failure to comply with the law as a reason to eliminate an economic operator due to the expiration of the validity or deadline for the evaluation or re-evaluation.

Despite this, the CA - MCYS has acted in open violation of Article 26, paragraph 4 of the Regulation No. 001/2022 on Public Procurement, which obliges the Contracting Authority to, if it needs additional time, request the extension of validity before its expiration. The CA - MCYS, through deliberate inaction, has allowed the expiration of the deadlines without sending any official request to us as an Economic Operator and is now attempting to use the procedural failure as a basis for our elimination. This action constitutes abuse of the procedure to produce an illegal result - the elimination of the winner. We, as an EO, have voluntarily extended the validity of the bid without requesting the CA, while at the same time correcting its illegal actions. The actions of the CA will not be amnestied, regardless of the cost, as there is concrete, real and substantial evidence of such actions. Article 97 of Regulation No. 001/2022 on the delay of the procedure and intentional cancellation sanctions and penalizes each responsible official and such actions are considered a serious violation of the law.

The actions of the CA - MCYS are in full accordance with the figure of the violation provided for in Article 97, as it waited for the validity to expire and did not request its extension,

completely violating Article 44.2 of the LPP and Article 30.4 of the Public Procurement Regulation, and now it is attempted to use this fact to eliminate our company “Standard Home Furniture” LLC. This is a blatant misuse of official authority and for this they must be held accountable. Complaint claim 4: Likewise, the issue of linguistics and justification for the elimination of our company, according to the PRB practice and the decisions of 2023-2025, shows that the elimination of an Economic Operator due to documents in a foreign language, such as French or another language, without first requesting their translation, constitutes a violation of Articles 59 and 72 of the LPP.

The PRB has decided in numerous cases that the respective CA cannot claim that it cannot evaluate the document without informing and requesting clarification from the EO. The CA - MCYS, by not inviting us for clarification, acted contrary to the principle of transparency and equal treatment, all with the aim of deliberately eliminating our company. Moreover, the PPRC has published its opinion on the official website, where it is expressly determined that if the respective CA needed to verify a specific technical detail found in brochures or other documents, it should have requested the translation of that specific part, and not to eliminate the entire bid that is the cheapest and most responsive. In practice, the PRB sanctions this action and considers it a serious violation, which damages the state budget. The CA - MCYS is legally obliged to request the translation of the certificates, especially since in the first evaluation it had declared us the winner, which proves that the language was not an obstacle to the evaluation at that time, but that the intention was intentional and harmful. For this, our company will not spare itself in holding the relevant officials accountable.

Therefore, the CA - MCYS, before taking these actions, should take into consideration the practice of the PRB, where in identical cases it has been decided that:

The CA cannot eliminate an EO for documentation in a foreign language without offering the EO the opportunity to submit the official translation according to Article 72 of the LPP, and any decision different from this should be considered as a deliberate tendency to eliminate the cheapest operator through artificial barriers.

Complaining claim 5:

According to the notification of the decision of the CA - MCYS and after the reassessment and the findings from the request for preliminary review, it results that the Economic Operators participating in this procedure did not have bid validity and tender security in force during the key stages of the reassessment.

According to Article 44 of the LPP and Article 26 of the Regulation, a tender that is not covered by tender security and has no time validity is legally invalid.

The CA - MCYS has committed a serious violation by treating these EOs as “interested parties”, since they cannot be declared winners under any circumstances. This issue was not addressed at all through the decision of 22.01.2026 on our request for review.

Article 108/A of the LPP stipulates that a request for reconsideration may be submitted only by an interested party, and an EO whose tender security has expired loses its legitimate interest,

because its offer is administratively irresponsible. Based on their complaints to eliminate our company, the CA - MCYS has allowed entities outside the legal process to dictate the fate of this procurement procedure so important for the educational and physical system in a total of 38 municipalities in the country.

All these actions are paradoxical and discriminatory. CA - MCYS attempts to eliminate the company "Standard Home Furniture" LLC, which was the winner in the preliminary evaluation, under the pretext of the validity of the certificates and their language, while in the same procedure it maintains as active and legitimizes the complaints of other EOs that have more serious administrative, technical and financial failures. This triple standard confirms our claim that CA - MCYS is not acting legally to protect the law, but is using legal instruments selectively to eliminate our cheapest bid and to create an opportunity for the company that has been trying to be contracted for 3 years to bid again. Guideline No. 001/2023 on Public Procurement, Article 10, is clear and addresses the issues of completing missing or unclear information. Due to these repeated violations and the change of the decision from "Successful" to "Eliminated" after more than 6 months, for reasons that are a consequence of the delays of the CA itself, there is a well-founded suspicion of consumption of criminal offenses. If this decision is not corrected and no legal actions are taken, we as a company will not spare any relevant official and through legal representatives we will submit the case to the Department for Economic Crimes and the Special Prosecutor's Office of the Republic of Kosovo to investigate the possible involvement in organized crime and abuse of official duty by the MCYS officials who have manipulated with the deadlines and criteria of this tender.

According to Article 52.3 and Article 56.3 of the LPP, it is clearly stated that the tenderer shall not be disqualified on the basis of any request or criterion that is not specified in the contract notice and in the tender dossier.

The CA - MCYS is attempting to eliminate our company for requests that were not part of the tender dossier or contract notice. The cancellation of the procurement procedure with such justification and at this stage constitutes a serious violation of Article 97 of Regulation No. 001/2022.

Therefore, our company requests that the PRB and the responsible officials authorize an impartial expert, with moral and professional integrity, in order to address all our complaints and to identify the violations committed by the CA - MCYS.

The claims of the complaining economic operator "Fatmir Godeni" B.I. are presented as follows: Unsatisfied with the Decision of the Contracting Authority MINISTRY OF CULTURE OF THE RS AND THE CURRENT CULTURE OF THE REPUBLIC OF KOSOVO, dated 15.01.2026, where the request for reconsideration is rejected in relation to the procurement activity: Supply [framework] of sports equipment and requisites for educational institutions, institutional programs and professional organizations in the Republic of Kosovo [Second re-tender], with no. procurement: 207-25-936-1-1-1 and with internal procurement number: 207- 25-008-1-1-1, we, within the legal deadline, in accordance with Article 109 of the LPP, file this complaint with the PRB:

Because the CA - MINISTRY OF CULTURE OF THE RS AND THE CURRENT CULTURE ORGANIZATION:

1. Illegally eliminated us from this procurement activity, since we have fulfilled all the requirements of the Contracting Authority (CA) set out in the Contract Notice (CNN) and in the Tender Dossier (TD).
2. Illegally canceled this procurement activity, since we have bid with a responsive tender, fulfilling all the requirements of the Contracting Authority (CA) set out in the Contract Notice (CNN) and in the Tender Dossier (TD).

Let us explain in detail:

Contracting Authority - CA MINISTRY OF CULTURE RS AND ČK has unlawfully cancelled this procurement activity, since we have bid with a responsible tender and CA should have continued this procedure by successfully completing it and publishing the contract award notice, not the cancellation notice. The CA has stated the following as the reason for the cancellation: So, it has not stated any reason for the cancellation of this procurement activity, nor on the basis of which article of which law this procedure should be cancelled, but what is worse, it has cancelled it after the budget approval, as above in the justification, and has stated that: So, according to the CA, it was supposed to be bid with the same offers or what the purpose of this was, we are unclear. The CA, at the moment it announces a procurement procedure, should know well that there is no turning back. The procurement officers of each CA regularly conduct training on the LPP and must be clear about when, after the opening of bids, a procurement procedure should be cancelled according to the LPP.

As a reason for cancellation and elimination, the CA has stated in the standard letter that:

Therefore, the CA in the CU and DT has set the requirement as follows:

Requirements on technical and/or professional capabilities 9.1 & 9.2

Technical and professional capacity

Requirement 1.1 - The economic operator must provide evidence of sufficient competence and experience in the relevant sector and, to this end, must prove that during the past three (3) years it has implemented contracts (always in a regular and lawful manner) for the supply of sports equipment and supplies (similar to those required in the framework of this case), for a total amount of €1,000,000.00 (one million euros). Required documentary evidence: Requirement 1.1.1 - The economic operator must submit the following documentation: "Contracts and Goods Acceptance Reports", issued by public or private contracting authorities, which certify the contracting and implementation of the relevant contracts - one (1) copy of the original; OR "Certificates/References of contract completion", issued by public or private contracting authorities, which confirm the contracting and implementation of the relevant contracts - one (1) copy of the original.

Requirement 1.1.2 - For all “Contracts and Goods Acceptance Reports” and/or “Certificates/References of contract completion” declared, the Economic Operator must complete Table no. 1 in full - one (1) copy of the original.

So, the CA has informed us that, according to them, we have €647,374.70 of valid contracts similar to this procurement activity. Now the question arises why contracts with numbers 72 and 73 are not valid, when almost the entire contract was for the supply of similar sports equipment, which are also within the scope of this procurement activity, where with these two contracts alone we are exceeding the CA’s request.

We are pleased to invite you to visit our premises and convince yourself even more of our professionalism, even though we have provided you with sufficient evidence. Based on the contracts we have presented, we have proven that we are professional for all types of supplies, services and works related to sports equipment. Also, even during the prolonged evaluation, the CA has violated all procurement procedures with these illegal actions. So, the CA opens the bids on 01.04.2025, and almost a year later publishes the cancellation notice, which illegally takes these actions, since it is clearly known that according to the regulation, specifically Article 40.3, it states: The procedure for the examination, evaluation and comparison of tenders by the evaluation commission, and the issuance of the Notice on the CA's decision by the Public Procurement Office, will be carried out by the CA within the shortest possible period of time and no more than 30 days from the opening of the bids. Only in exceptional and justified cases, in particular for contracts of a complex nature, this period may be extended for an additional period of 20 days. The tender evaluation process will begin immediately after the end of the tender opening process. While the CA took almost a year to evaluate this procurement activity and ultimately failed, that is, not finalizing it with an award notice, but with an illegal cancellation.

We have submitted a request for reconsideration with the same claims as above and the CA returns the same response that:

So, the CA has not even taken the trouble to look at the positions of these contracts. The CA should know that it has not requested the same contracts, but similar ones. All contracts are similar, since all our contracts are for sports equipment, because we only deal with the supply of sports equipment and not with other areas. The limits of the expression “similar” are very indefinite. The CA has not requested the same contracts.

Also, the CA has violated Article 7 of the LPP, where in point 1 it is stated that: The contracting authority shall treat economic operators equally and non-discriminatory and shall act transparently.

While point 2 states:

The contracting authority shall not execute any aspect of the procurement activity in a manner that reduces or eliminates competition between economic operators or that discriminates to the detriment or advantage of one or more economic operators.

Also, the CA has acted in violation of Article 59.4 of the LPP, which states:

The contracting authority shall consider a tender as responsive only if the tender in question is in compliance with all the requirements set out in the contract notice and in the tender dossier.

Our tender is in compliance with all the requirements set out in the contract notice and in the tender dossier.

The CA for this procurement activity did not conduct the examination, evaluation and comparison of tenders in accordance with Article 59 of the LPP and at the same time did not respect Article 60 of the LPP.

The main criterion for awarding the contract was the responsive tender with the lowest price.

So, we have submitted a tender that is in compliance with all the requirements set out in the contract notice and the tender dossier and we have offered with the responsive tender with the lowest price.

By cancelling this procurement activity, the CA has violated Article 62 of the LPP, since no point of this article is fulfilled in this case that we are describing. (The text of the article continues as quoted above.)

Article 43.5 of the Regulation also sets out the points at which, in this specific case, none of these conditions hold. If we carefully read the reasons for the cancellation of a procurement activity according to the regulation, none of them hold, because:

- a) No tender has been submitted within the specified deadline - more than one tender has been submitted within the specified deadline.
- b) None of the tenders received is responsive - our tender is responsive.
- c) The number of EOs responsible for a public framework contract with more than one EO is less than three (3) - this point is not for this procedure, since the procedure is a public framework contract with one economic operator.
- d) There are no requests to participate in restricted or competitive procedures with negotiations - this point is not for this procedure, since this activity was an open procedure.
- e) The number of qualified candidates in the restricted/competitive procedure with negotiations is less than three (3) - this point is not for this procedure.
- f) There are no projects submitted within the deadline - this point is not for this procedure.
- g) None of the projects accepted in the design competition are responsive - this point is not for this procedure.
- h) If ordered by the Procurement Review Body - there is no order from the PRB for cancellation.
- i) A violation of the law has occurred or will occur and cannot be fixed - no violation of any article of any law has occurred; no violation, no article of any law is mentioned in B58; therefore this point also does not apply.

j) If the CA during the preparation and conduct of the procedure has mistakenly used the option for the respective procedure and this error with verification by the PPRC is irreparable - it does not stand.

k) If a technical error has appeared in the electronic procurement platform due to an unforeseen situation and beyond the control of the CA and which error is irreparable according to verification and ascertainment by the PPRC - this also does not stand.

The cancellation of the procedure was done illegally and in violation of Article 43.5 of the Public Procurement Regulation, abusing the discretion and exceeding the competences recognized by the law to the Contracting Authority. We, as the complaining economic operator, are a party with a material legal interest in this procurement activity in accordance with Article 4, paragraph 1.26 of the LPP, since we have proven in every way that these violations of the CA cause us direct damage, since in these circumstances and facts we should have been declared the winner of this tender. The cancellation, in this case, was used as a means to avoid the completion of the process and to bypass our competitive bid. As for the operators who have bid at cheaper prices than us, we clarify that it is universally known that none of them have this type of procurement activity as their profession, but printing houses do. So, we have nothing more to add, but this activity is not the printing of books, but the supply of sports equipment, where we are the only ones specialized in this field. We believe that we have elaborated more than necessary the violations of the CA in this procurement activity, therefore we ask the PRB to force the CA to strictly respect the legal provisions in force and to respect its own requirements that it has set in the CN and TD regarding this procurement activity.

Based on Article 111 paragraph 5 in connection with Articles 113 and 114 of the LPP, the PRB on 04.02.2026 authorized the review expert to conduct the initial review of the file and claims according to the complaint with no. 0061/2026, while on 04.02.2026 authorized the review expert to conduct the initial review of the file and claims according to the complaint with no. 0067/2026, while on 16.02.2026 the review expert report was submitted with no. 0061/26&0067/2026.

- Administration and evaluation of evidence –

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

Regarding the claims of “Standard Home Furniture” L.L.C., the review expert through report no. 2026/0061 assessed the following:

The Contracting Authority - Ministry of Culture, Youth and Sports has implemented an open procedure, public framework supply contract for this procurement activity. The estimated value of the contract is €2,000,000.00. Whereas, the contract award criterion is the responsive tender

with the lowest price. Introductory clarification: After the administration and review of the case files against the complaint claims, we clarify that the complaining economic operator claims that the CA has acted in violation of Articles 6, 7, 25, 27, 40, 44, 56, 59, 69, 72, 108/A and 130 of the LPP, as well as Articles 30, 38, 40 and 97 of Regulation No. 001/2022 on Public Procurement. The complaint claims are against the cancellation of the procurement activity after the opening of the bids. The complaint of the complaining EO, more precisely the complaint claims, were reviewed by the expert based on the case files, while providing the following responses. The review expert initially explains that according to the notification on the decision of the CA, dated 15.12.2025, the complaining EO "Standard Home Furniture L.L.C"- Prishtina was recommended for the contract. Then the CA on 15.01.2026 issued the Notification on the decision of the CA, canceling the procurement activity. In this notification through which the procedure was canceled, the CA did not provide a concrete justification but only stated that five EOs had bid, while no economic operator was awarded a contract, where according to this notification all EOs have the status of eliminated EO.

Based on the Standard Letter for eliminated tenderers, the complaining EO "Standard Home Furniture L.L.C"- Prishtina, has been eliminated with the following justification:

"Non-fulfillment of requirements 1.1 - 10.1 of the FDT The Economic Operator has not submitted valid documentation of the manufacturer to prove technical compliance, separately for each item according to Chapters I to X (respectively criteria 1.1. to 10.1), as expressly required in the FDT. After the same was submitted

Submission of expired certificates - EO has submitted over 30 certificates with expired validity, whose validity has ended during 2023 and in December 2024, i.e. before the notification for the contract and before the opening of bids. As such, these documents are not valid and cannot be considered for technical evaluation. EO has submitted Certificates number: 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 25, 26, 27, 29, 30, 31, 32, 33, 34, 38, 39, 40, 48, 51, 53, 54, 55, 79, 86, 117, 119 expired, all these certificates are without a term like the Certificate attached below (sample form only)."

"Inconsistency and contradiction in the manufacturer Procurement number: 207-25-936-1-1-1 The EO has submitted certificates from Shandong Taishan Sports Equipment Co., Ltd (China), has not submitted any catalog or technical sheet for the relevant items (from this manufacturer), through which it would be possible to verify the technical compliance and the existence of CE-marking for the products offered. In one part of the documentation, the EO has attached materials referring to the manufacturer Shandong Taishan Sports Equipment Co., Ltd (China), while in other parts it has submitted certificates referring to the French manufacturer CASALSPORT/ACTIVEUM (France), which has no proven connection with either Shandong Taishan or STANDARD HOME FURNITURE L.L.C. This creates uncertainty and makes it impossible to verify the origin of the products.

The EO has submitted catalogues and certificates in French, without an official translation, which is in contradiction with the Public Procurement Law and the Law on the Use of Languages, according to which the documentation must be submitted in the languages accepted

by the CA (the part below is an attached part of a page in the catalogue that proves the French language and not the one allowed by the LPP in English or Serbian).” Disques a lancer scolaires économiques. Fabrication en caoutchouc de différentes couleurs pour mieux différentier les poids.

Dimensions available:

- Weight: 600 g/diameter 15 cm
- Weight: 800 g/ diameter 16 cm
- Poids: 1 kg / diameter 18 cm
- Weight: 1.25 kg / diameter 19 cm
- Weight: 1.5 kg/diameter 20 cm
- Weight: 1.75 kg / diameter 21 cm
- Poids: 2 kg / diameter 22 cm.

"Therefore, based on: INSTRUCTION NO. 002/2024, SUPPLEMENTING THE AMENDMENT OF INSTRUCTION NO. 001/2023 ON PUBLIC PROCUREMENT

The technical specification for the goods offered is missing and the catalog ("technical specification" – CA determines the minimum and maximum requirements of a product, while the EO must submit a detailed specification of the goods offered. Except in cases where the EO cannot submit a technical specification of a certain product, e.g. trees/vegetables etc. EO submits a declaration where it declares that the goods will be in accordance with the required specification) The catalog has been submitted but the technical specification for the goods offered is missing. In both cases it is specified that: Reject the tender without requesting further information"

Complaining claim 1: The complaining EO emphasizes that on 19.01.2026 it submitted a request for review, where at the same The request included four complaint claims with facts and evidence and legal basis, despite this, the CA - MCYS, on 22.01.20216 issued a decision and rejected the request for reconsideration without addressing even one complaint claim, the complainant points out, and adds that in this case the CA has violated Article 108/A, paragraph 9 of the LPP.

Response to Complaint 1: Based on the decision on the request for reconsideration of the CA, dated 22.01.2026, the review expert explains that the CA has not responded to each complaint claim, as required by Article 108/A of the LPP, but has explained to the complaining EO the reasons for the elimination, where this response, among other things, states "The tendency to give a different direction to the complaint claims in addition to what you were eliminated for is not a justification for approving the request for reconsideration...". Therefore, the review expert considers that the CA in response to the request for reconsideration provides sufficient reasons for the elimination of the complaining EO, while regarding other procedural issues, the expert will provide the answers below.

Complaining claim 2: The complaining EO emphasizes that the CA-MCYS, the new bid evaluation commission and the responsible procurement officer with the reasons described in the standard letter to our bid in addition to having committed essential violations of the legal provisions on public procurement, have also committed a criminal offense which is sanctioned by Article 414 and 415 of the Criminal Code of Kosovo, for these actions responsibility will be sought in the Special Prosecution Office of Kosovo. Furthermore, the complaining EO adds that the justification for the elimination of their bid that the submitted documents – certificates do not confirm the technical specifications required for sports equipment, namely the failure to meet the requirements 1.1.-10.1 of the FDT, are completely illegal and the CA-MCYS nowhere in the qualifying requirements has it required that these certificates must be valid or anything like that. In the requirements of professional capacity from point 1.1 to point 1.10, the CA has requested that the documentation for the product be submitted, respectively for each chapter separately. Further, the complaining EO emphasizes that the CA-MCYS should have been aware that the sports products required in point 1.1-1.10 are goods that have continuous specific and technical updates. The CA-MCYS, according to article 59.4 and 72 of the LPP, had a legal obligation to request additional clarifications to enable us to submit updated and valid certificates and not to use this formality as a means of arbitrarily eliminating our offer, even though in the preliminary evaluation we were recommended for the contract. The complaining EO adds that the PRB, namely the review panel, based on the law in force, should have officially filed this case with the Ministry of Internal Affairs and requested the initiation of an investigation into organized crime.

Response to Complaint 2: The review expert initially explains to the complaining economic operator that the PRB is an independent body for administrative review and does not deal with criminal investigations. Therefore, if the complaining EO considers that there are elements of a criminal offense, it can be addressed to the competent authorities for investigation. To return to the point of complaint, the review expert explains that the CA in the tender dossier and in the contract notice, under “Technical and professional capacity”, Requirement 1.1 to 10.1, has requested:

Requirement 1.1. - The economic operator is obliged to submit, during the procurement procedure, together with the documentation of this case, the following manufacturer's documentation [to prove technical compliance] - separate for each item, part of ‘Chapter I’.

-Required documentary evidence -

Requirement 1.1.1. [Applicable to all items] - Manufacturer's certificate confirming that each item, part of ‘Chapter I’, offered has been manufactured in accordance with the relevant European Standard [‘European Standard- EN’], adopted by the European Committee for Standardization [‘European Committee for standardization- CEN’] and in accordance with the European Union Directives on health, safety and environmental protection - One [1] copy of the original. Required documentary evidence - Requirement 1.1.2. [Applicable to all items] - Extract from the manufacturer's official catalogue, for each item, part of Chapter I’, which also contains photographs - One [1] copy of the original. Required documentary evidence - Requirement 1.1.3. [Applicable to all items] - Manufacturer's warranty statement for each item, part of ‘Chapter I’ - coverage and duration [at least twelve [12] months], relevant - One [1] copy of the original.

The review expert, based on the request of the CA, namely points 1.1 to 10.1 and the requested documentary evidence, clarifies that the complaining EO in relation to this request assesses that the CA did not require that the certificates requested according to the above-mentioned request should have validity. However, the review expert assesses that as long as a document has an issue date and an expiration date, it is more understandable that after the expiration date it has no validity. In this regard, based on the offer of the complaining EO, specifically in the document titled “1.9.1. Guarantee declaration and certificate._compressed.pdf”, there are over 30 (thirty) expired certificates, whose validity has ended during the year 2023-2024. Therefore, all these certificates result in an expired period before the date of the contract notice (18.02.2025) and before the opening of the bids (15.04.2025). In the specific case, since the issuer of the certificate has indicated the expiration date, then it is understood that after that date, such certificate is not valid. Therefore, the complaint claim is unfounded.

Complaining claim 3: Complaining EO emphasizes that CA-MCYS, not only in this case of re-evaluation of bids, has exceeded every possible legal deadline for evaluation and re-evaluation of bids. According to Article 44 of the LPP, the validity period of bids is limited, while Article 59 of the LPP requires a rapid evaluation process and no more than 30 days from the opening of bids, based also on Article 40 of Regulation No. 001/2022, the delay of more than 6 months in this procurement activity is not a consequence of complexity but a means used intentionally to cause the expiration of the validity of the bids and tender security of our company as the winner and recommended for contract in the previous decision. Further, the complaining EO emphasizes that "the CA is obliged to complete the assessment within a maximum period of 30 days or 45 in exceptionally complex cases", Article 40.3 of Regulation No. 001/2022 on Public Procurement, any delay after this period without any objective justification and without notifying the PPRC constitutes an administrative violation and violates the principle of efficiency. Then, the complaining EO adds that Article 97 of Regulation No. 001/2022 on Public Procurement, for delaying the procedure and intentional cancellation, sanctions and penalizes each responsible official and such actions are considered a serious violation of the law.

Response to Complaining claim 3: The review expert, based on the review of the documentation published on the e-procurement platform and the case files, clarifies that on 18.02.2025, at 14:39, the CA published the document “B04 - Statement of Needs and Determination of Funds Availability”, where the estimated value of the contract is 2,000,000.00 euros. On the same date, the Contract Notice was also published. Subsequently, on 28.03.2025 and 02.04.2025, the CA published the document B54 - Standard Form for the Correction of Errors in Published Notices. Based on the contract notice, five (5) economic operators submitted bids, while the opening of bids took place on 15.04.2025. On 17.06.2025, the CA published B58 - Notice on the decision of the contracting authority, while on 25.06.2025 the decision to return the case for re-evaluation was published. After a period of almost 5 months, more precisely on 15.12.2025, the CA published B58 - Notice on the decision of the contracting authority, recommending the complaining EO “Standard Home Furniture” as the winner. Then the CA on 15.01.2026 issued the Notice on the decision of the CA, cancelling the procurement activity. Considering the history of this procurement activity, the review expert, based on these actions of the CA, assesses that the CA has taken procedural actions for the examination, evaluation and comparison of

tenders, the large number of interim actions, requests for additional clarifications, notifications of decisions and requests for reconsideration have extended/consumed considerable time limits. However, the period of rest or waiting from June 2025 to December 2025, without taking any action for the evaluation of the bids, in the opinion of the review expert is in violation of Article 40.3 of Regulation No. 002/2024. Therefore, the complaint is well-founded.

Complaining claim 4: The complaining EO states that the reason for the elimination of their company by the CA on the issue of language according to the PRB practice and the decisions of the years 2023-2025, the elimination of an Economic Operator due to documents in a foreign language such as French or another language without requesting their translations constitutes a violation of Articles 59 and 72 of the LPP. Furthermore, the complaining EO states that the PRB has decided in numerous cases that the respective CA cannot claim that it cannot evaluate the document without notifying it and without requesting clarifications from the EO. The PRB has published its opinion on the website, where it is expressly determined that if the respective CA had a need to verify a specific technical detail found in the brochure or other documents, it should have requested the translation of that specific part and not eliminated the offer that is the cheapest and most responsive.

Response to Complaining Claim 4: The review expert stated that based on the Standard Letter for Eliminated Tenderers, the complaining EO was eliminated, among other reasons, for “having submitted catalogs and certificates in French, without an official translation, which is in contradiction with the Public Procurement Law and the Law on the Use of Languages, according to which the documentation must be submitted in the languages accepted by the CA (the part below is an attached part from a page in the catalog that proves the French language and not the one allowed through the LPP English or Serbian).

After reviewing the submitted bid of the complaining EO, respectively the document titled “1.10.1.Certificate and guarantee list..pdf”, it results that the catalog and certificate are in French and the official translation into the official languages specified in Article 13 paragraph 4 of the LPP is not attached, which stipulates: “4. An economic operator may submit a tender, a request for participation or any other document required or permitted to be completed during the procurement activity, in Albanian, Serbian or English”.

According to Article 13.4 of the LPP, tenders can only be submitted in Albanian, Serbian and English. Consequently, it is seen that there is no exception for other languages submitted with the tender. Regarding this legal provision that regulates the issue of language when submitting the tender, the review expert explains that the PPRC as a regulatory body and the only one that interprets (Article 87, par. 2.7 of the LPP) has published two opinions (opinions no. 7 and 13) which clarify as follows: 7. 22.11.2022 Should the tender be rejected or clarifications be requested according to 72, which has submitted documents in a language other than those allowed by the LPP?

In accordance with Article 87, paragraph 2, subparagraph 2.8 of the Law No. 04/L-042 on Public Procurement, as amended and supplemented by Law No. 04/L-237, Law No. 05/L-068 and Law No. 05/L-092, based on the question posed, the PPRC provides the following OPINION:

Article 13.4 of the LPP regarding the official languages of the tendering procedure stipulates:

“13.4 An economic operator may submit a tender, a request to participate or any other document required or permitted to be completed during the procurement activity, in the Albanian, Serbian or English language.”

This provision is clearly repeated in the standard formats of tendering documents approved by the PPRC based on the authorizations granted to it by the LPP.

According to the above provisions, tenders can only be submitted in Albanian, Serbian and English. The law, as can be seen, does not allow any exception in the above-mentioned case.

In the LPP and the secondary legislation issued by the PPRC based on the authorizations granted to it by law, the solution for the CA on how to act in case a tenderer submits any of the tender documents in a language other than the one authorized by Article 13 of the LPP is not determined. Consequently, based on Article 13 of the LPP and the standard forms (tendering documents), the PPRC offers the following OPINION: In case an economic operator submits the technical specifications in a language other than the one authorized by this Law (e.g. in German, Italian or any other language than the one determined by this Law), with the consequence that the Evaluation Commission is not in a position to evaluate the tender. In this case, the following should be taken into account: 1) Article 13.4 does not allow any exception from the mentioned languages. Nor do the standard forms which impose the CA to adopt all or some of the languages determined in Article 13.4. In addition, it should be noted that the LPP, in addition to the Albanian and Serbian languages, now also allows the use of the English language. The legislator's choice was made in the fact that, since the Albanian and Serbian languages are not very widespread, the English language allows the participation of foreign Economic Operators, since it is the language used internationally;

2) in the case mentioned, it was thought that the technical specifications of the product offered by the EO in question should have been available, not only in the language of the tenderer, but also in the English language. According to experience, in fact, the technical specifications of any product that has international relevance are usually available in the English language.

When they are not available, the EO in question should have submitted, instead of the technical specifications in the language of the tenderer, a certified translation into English of the technical specifications.

Therefore, the conduct of the EO that brings documents in a language other than those permitted by law is negligence and completely independent of a specific provision in the tender documents.

3) The aforementioned provision of the LPP which determines the use of languages during tendering procedures is described in such a way as to put the evaluation committee in a better position to assess the content of the tender. In principle, the production of documents which are not accompanied by an official translation is equivalent to the non-production of the same, as it prevents the contracting authority from having immediate and direct knowledge of the relevant elements of the tender.

4) the above-mentioned principle may be subject to an exception when it does not concern essential parts of the tender, such as brochures, annexes or other documents that are not mandatory, but are simply submitted by the EO to better describe the product offered. On the contrary, in the mentioned case, the EO has submitted in another language the technical specifications which represent an essential part and necessary for the acceptance of the tenderer. Thus, taking into account the above-mentioned considerations, the tender which provides the technical specifications in a language other than that determined by the LPP, should be excluded. While for any other document required as evidence under Articles 65-71 of the LPP, in accordance with Article 72 of the LPP, the EO may be required to submit an official translation of the same document. 13) 22.06.2023 How should the CA act, in case a tenderer submits any tender document in a language other than that authorized by Article 13 of the LPP?

In accordance with Article 87, paragraph 2, sub-paragraph 2.2 of Law No. 04/L-042 on Public Procurement, as amended and supplemented by Law No. 04/L-237, Law No. 05/L-068 and Law No. 05/L-092, based on the question posed, the PPRC offers the following:

OPINION

Article 13.4 of the LPP regarding the official languages of the tendering procedure stipulates:

“An economic operator may submit a tender, a request to participate or any other document required or permitted to be completed during the procurement activity, in the Albanian, Serbian or English language”.

This provision is clearly described in the standard tender documents.

According to the aforementioned provision, tenders may be submitted only in Albanian, Serbian and English. The law, as seen, does not allow any exception in the aforementioned case.

The LPP and the secondary legislation issued by the PPRC based on the authorizations granted to it by this law, do not determine the solution for the CA on how to act in the event that a tenderer submits any of the tender documents in a language other than the one authorized by Article 13 of the LPP.

In the event that an economic operator submits the technical specifications in another language (e.g. in German, Italian or any other language than that specified in this law), with the consequence that the Evaluation Committee is not in a position to evaluate the tender. In this case, the following should be taken into account:

In case an economic operator submits the technical specifications in another language (e.g. in German, Italian or any other language than that specified in this law), with the consequence that the Evaluation Commission is not in a position to evaluate the tender. In this case, the following should be taken into account: 1) Article 13.4 does not allow any exception from the mentioned languages. Neither do the standard forms which impose the CA to approve all or some of the

languages specified in Article 13.4. In addition, it should be noted that the LPP, in addition to the Albanian and Serbian languages, now allows the use of the English language. The legislator's choice was made in the fact that, since the Albanian and Serbian languages are not very widespread, the English language allows the participation of foreign Economic Operators, since it is the language used internationally; 2) in the case mentioned, it is considered that the technical specifications of the product offered by the EO in question should have been available, not only in the language of the tenderer, but also in English. The technical specifications of any product that has international relevance are usually available in English. When they are not available, the EO in question must have submitted, instead of the technical specifications in the language of the tenderer, a certified translation into English of the technical specifications.

Therefore, the submission of documents in a language other than those permitted by law is negligence on the part of the EO.

3) The aforementioned provision of the LPP which determines the use of languages during tendering procedures is described in such a way as to put the evaluation committee in a better position to evaluate the content of the tender.

In principle, the production of documents which are not accompanied by an official translation is equivalent to the non-production of the same, since it prevents the contracting authority from having immediate and direct knowledge of the relevant elements of the tender.

4) The aforementioned principle may have an exception when it does not concern essential parts of the tender, such as brochures, annexes or other documents that are not mandatory in nature, but are simply submitted by the EO to better describe the product offered.

Technical specifications are an essential part of the tender, therefore, a tender that provides technical specifications in a language other than that specified in the LPP should be excluded.

While for any other document required as evidence under Article 65-71 of the LPP, in accordance with Article 72 of the LPP, the EO may be required to submit an official translation of the same document.

Therefore, based on the evidence in the procurement platform and the case files, the complaining EO submitted the catalogue and certificates in the bid in French, i.e. in a language other than that specified in Article 13.4 of the LPP. Furthermore, based on the two opinions of the PPRC as above, it results that the exemption of EOs that submit documents in a language other than that specified in Article 13.4 of the LPP and that relate to the technical specification is uncontestable.

The technical specification (catalog and certificate) is a fundamental requirement, which must be strictly adhered to by the participating economic operators when preparing the tender, due to the fact that it represents a key obligation for the scope of the procurement activity, because the technical specifications such as the catalog belong to Article 28 of the LPP and cannot be clarified according to Article 59.2 and 72 of the LPP. Therefore, the complaint claim is unfounded.

Complaint claim 5: The complaining EO emphasizes that according to the notification on the decision of the CA-MCYS and after the reassessment and the findings from the request for preliminary review, it results that the economic operators participating in this procedure did not have bid validity and tender security in force during the key stages of the reassessment and that according to Article 44 of the LPP, and Article 26 of the Regulation, a tender that is not covered by tender security and has no time validity is legally dead. Furthermore, the complaining EO emphasizes that the CA has committed serious violations by treating these EOs as "interested parties" since they cannot be declared winners under any circumstances and this issue was not addressed at all through the decision dated 22.01.2026 to our request for review, in this case the CA has violated Article 108/A of the LPP. Response to Complaint Claim 5: The review expert based on the procurement platform for this procurement activity clarifies that the CA on 20.08.2025, has made a request for the extension of the validity and security of the tender and according to this request of the CA, the deadline for the confirmation of the extension of the validity of the offers was the date: 25.08.2025.

Also, the CA on 17.11.2025, has again made a request for the extension of the validity and security of the tender and according to this request of the CA, the deadline for the confirmation of the extension of the validity of the offers was the date: 24.11.2025.

Based on the Notice on the decision of the CA dated 15.01.2026 and the standard letters for the eliminated tenderers, it results that two out of five (5) economic operators participating in this procurement activity have not extended the validity and security of the bid, therefore, among other reasons, they have been eliminated for not extending the validity and security of the bid.

The review expert, based on the case files, explains that for this procurement activity, two (2) economic operators have submitted a complaint to the PRB, complaints with protocol number NR.

2026/061 and 2026/067. Regarding complaint No. 2026/061, the review expert considers that the complaint is unfounded.

Based on what was described above, our recommendation is that the Contracting Authority - Ministry of Culture, Youth and Sports, cancel the cancellation notice dated

15.01.2026, and return the case for re-evaluation, as a result of the complaint/report with no. No. 2026/067, which has been approved as well-founded, while the complaint of the complaining economic operator "Standard Home Furniture L.L.C"- Prishtina with no. 2026/061, is rejected as unfounded.

Regarding the claims of EO "Fatmir Godeni" B.I. the review expert through report no.

2026/0067 have assessed as follows:

The Contracting Authority - Ministry of Culture, Youth and Sports for this procurement activity has implemented an open procedure, public framework supply contract. The estimated value of the contract is 2,000,000.00€. Whereas, the criterion for awarding the contract is the responsive Tender with the lowest price.

Introductory clarification: After the administration and review of the case files against the complaining claims, we clarify that the complaining economic operator claims that the CA has acted in violation of Article 1,6, 7, 27, 56, 59, 60, and 62 of the LPP. The complaining claims are against the cancellation of the procurement activity after the opening of the bids. The complaint of the complaining EO, more precisely the complaint claims have been reviewed by the expert based on the case files, while providing the following responses. Complaint claim 1: The complaining EO claims that the CA has unlawfully cancelled the procurement activity without any legal justification and legal basis, in which case it has violated Article 62 of the LPP, as well as Article 43.5 of Regulation No. 002/2024.

Response to the complaint claim 1: The review expert initially explains that the complaining EO "Fatmir Godeni B.I." - Prizren, was recommended for a contract based on the Notice on the Decision of the CA dated 17.06.2025. The CA on 15.01.2026 issued the Notice on the Decision of the CA canceling the procurement activity. In this notice through which the procedure was canceled, the CA did not provide a concrete justification but only stated that five EOs had bid, while no economic operator was awarded a contract, where according to this notice all EOs have the status of eliminated EO. The review expert explains that from the content of the Notice on the Decision for Cancellation, the CA has not provided a concrete justification based on any of the legal bases set out in Article 62 of the LPP and Article 43.5 of Regulation No. 002/2024 on Public Procurement for the cancellation of the procurement activity after the opening of the bids. Therefore, the complaining claim is grounded. Based on the Standard Letter for the eliminated tenderers dated 15.01.2026, the complaining EO "Fatmir Godeni B.I." - Prizren, has been eliminated with the following justification:

"After evaluating the bid, the evaluation committee has found that Fatmir Godeni B.I. has not fulfilled the request with no. 1. III.2.4) Technical and professional capacity: Required documentary evidence: Requirement 1.1. - The economic operator must provide evidence of sufficient competence and experience in the relevant sector; and for this purpose, must prove that during the past three [3] years, it has implemented contracts [always in a regular and legal manner] for the supply of sports equipment and requisites [similar to those required in the framework of this case], in the total amount of € 1,000,000.00 [One million euros]. In the list of contracts and references similar to those required in the framework of this case, the economic operator has only € 647,374.70 of similar contracts and as such fails to fulfill the request of the CA. The EO in question does not meet the criteria of requested since the Contracts in the list of contracts with numbers 70,72,73,80,81,82,83,84, and 91 are Renovations interventions outside the request and allowed category and the request in the FDT and the Contract Notice, in this form the other contracts from 1 to 70 are older than 3 years while those that have been presented are interventions and not supplies according to the requirements in the list of pre-measures.

Complaint claim 2: The complaining EO claims that the contracts presented with the bid as contracts with serial numbers 72 and 73 are entire contracts for supplies of similar sports equipment which are also within the scope of this procurement activity, where only with these two contracts we exceed the request of the CA. Further, the complaining EO adds that for contracts with serial numbers 80, 81, 82, 83 and 84, the CA has only looked at the procurement

numbers but contract number 80 also has the procurement number for supply, so the same as this procurement activity, so the other contracts, some have services and some have work since they are mixed, so for mixed contracts that include supplies, services and work, the procurement number is determined according to the component with the highest financial value, which is considered the main object of the contract, the same in these cases the CA has determined it. Where the type of procurement (and consequently the number of procurement) is determined by: supply, service or work that constitutes the financially dominant part of the contract. The CA has openly discriminated against us in this procurement activity since not only have we fulfilled the CA's request but we have exceeded that request twice. Furthermore, the complaining EO adds that they have attached all contracts and technical acceptance reports, also very clearly stating in the pre-measures that we are the only company in the Republic of Kosovo that deals with this type of activity where we have premises and we are the only ones that supply sports equipment not only to state institutions but also other legal and private persons throughout the territory of the Republic of Kosovo and in a word, we are the only ones specialized in these types of activities where with honesty and professionalism we have raised our company to the level where we are as the most professional and most reliable company in the country for the supply of all types of sports equipment. We also gladly invite you to visit our premises and convince yourself even more with our professionalism, although we have provided you with sufficient evidence. Based on the contracts we have presented, we have proven that we are professional in all types of supplies, services and works related to sports equipment.

Response to Complaining claim 2: The review expert clarifies that the CA in the tender dossier and in the contract notice, in the requirement of "Technical and professional capacity" has requested:

Requirement 1.1. The economic operator must provide evidence of sufficient competence and experience in the relevant sector; and for this purpose, must prove that during the past three [3] years, it has implemented contracts [always in a regular and lawful manner] for the supply of sports equipment and supplies [similar to those requested in the framework of this case], in the total amount of 1,000,000.00 € [One million euros].

Required documentary evidence:

Required documentary evidence - Requirement 1.1.1. - The economic operator must submit the following documentation - 'Contracts and Goods Acceptance Reports', issued by the contracting authorities, public or private, which certify the contracting and implementation of the relevant contracts - One [1] copy of the original. OR - 'Certificates of Contract Completion References', issued by the contracting authorities, public or private, which certify the contracting and implementation of the relevant contracts - One [1] copy of the original. Required documentary evidence - Requirement 1.1.2. - For all 'Contracts and Goods Acceptance Reports' AND OR 'Certificates of Contract Completion References' declared, the economic operator must complete Table No. 1 in full - One [1] copy of the original.

In relation to this request, the complaining EO, together with the bid, has submitted the following documents:

“List of works.pdf”

contracts and references 1-3.pdf,

contracts and references 4-6.pdf,

contracts and references 7-9.pdf,

contracts and references 10-14.pdf,

contracts and references 15-19.pdf

“Contracts and references taratam 2023 1.pdf.

And with the complaint submitted to the PRB, it has attached “Contracts separated from the List for PRB”.

However, when reviewing the complaint claim, the review expert explains that the CA during the evaluation of the complaining EO's bid has accepted contracts and references in the amount of €647,374.70, while the complaining EO claims that if the CA has overlooked the contracts with serial numbers 72, 73, 80, 81, 82, 83 and 84, while the complaining EO emphasizes that in addition to other contracts that the CA has accepted, the contracts serial numbers 72 and 73 exceed the requested value together with the accepted contracts. Regarding the issue of these contracts that the CA has not accepted, the review expert assesses that in the bid of the complaining EO she has not encountered these two contracts with no. ordinal 72 and 73. Therefore, I consider that the CA, in the case of the new evaluation of the bids, should request these contracts and other contracts that are in the list of contracts, which should analyze the supplies that have been offered under these contracts and not prejudge them based on the title of the contract. Therefore,

I consider that the CA, in the case of the new evaluation, should request additional clarifications according to Article 72 of the LPP since the nature of this procurement activity is similar to the nature of the contracts presented in the bid by the complaining EO.

Complaining claim 3: The complaining EO claims that the CA has violated all procurement procedures since on 01.04.2025 the bids were opened, while after a year it publishes the notice of cancellation in violation of Article 40.3 of the Regulation on Public Procurement.

Response to Complaint 3: The review expert, based on the review of the documentation published on the e-procurement platform and the case files, clarifies that on 18.02.2025, at 14:39, the CA published the document “B04 - Statement of Needs and Determination of Funds Availability”, where the estimated value of the contract is 2,000,000.00 euros. On the same date, the Contract Notice was also published. Subsequently, on 28.03.2025 and 02.04.2025, the CA published the document B54 - Standard Form for the Correction of Errors in Published Notices. Based on the contract notice, five (5) economic operators submitted bids, while the opening of bids took place on 15.04.2025. On 17.06.2025, the CA published B58 - Notice on the decision of the contracting authority, recommending the winning EO "Fatmir Godeni B.I" - Prizren, while on 25.06.2025 the decision to return the case for re-evaluation was published. After a period of

almost 5 months, more precisely on 15.12.2025, the CA published B58 - Notice on the decision of the contracting authority, recommending the winning EO "Standard Home Furniture". Then the CA on 15.01.2026 issued a notice on the decision of the CA, and canceled the procurement activity. Considering the history of this procurement activity, the review expert, based on these actions of the CA, assesses that the CA has undertaken procedural actions for the examination, evaluation and comparison of tenders, the large number of intermediate actions, requests for additional clarifications, notifications of decisions and requests for reconsideration have extended/consumed considerable time periods. However, the period of rest or waiting from June 2025 to December 2025, without undertaking any action for the evaluation of the bids, in the opinion of the review expert is in violation of Article 40.3 of Regulation No. 002/2024. Therefore, the complaint is founded.

The review expert, based on the case files, explains that for this procurement activity, two (2) economic operators have submitted a complaint to the PRB, complaints with protocol numbers NO. 2026/061 and 2026/067. Regarding complaint No. 2026/067, the review expert considers that the complaint is founded.

Based on what was described above, our recommendation is that the Contracting Authority - Ministry of Culture, Youth and Sports, cancel the notice for cancellation of the procurement activity dated 15.01.2026, and return the case for re-evaluation and examination, evaluation and comparison of tenders to be carried out in accordance with Article 59 of the LPP.

-Review hearing –

The Panel found that there are no elements for preventing conflict of interest, as required in accordance with Article 11 of the PRB Rules of Procedure, in connection with paragraph 1.75 of Article 4 of the LPP, and at the same time analyzed all the documents of this case, including all acts and actions of the parties, and considered that there is no need to convene a hearing with the parties, as long as the parties' submissions and their actions constitute a sufficient basis to decide on the merits as provided for in paragraph 1 of Article 24 of the PRB Rules of Procedure, and that there is no need to request the contracting authority and/or the complainant to provide additional information and/or explanations, in accordance with paragraph 3 of Article 116 of the LPP.

- Findings of the Review Panel –

The Panel considers that the expert reports contain a priori 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 the entire procurement documentation, including all complaint claims and to provide the panel and all parties with an independent and professional assessment of the procurement activity and the validity of the complaint claims. However, it should be emphasized 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 that in which cases and for what, the Panel supports or not, any report and/or any of the recommendations, is subject to his/her independent and professional judgment, as these responsibilities are addressed in the sense of Article 98, 99 in connection with Article 105 of the LPP.

Regarding the complaint of the EO “Standard Home Furniture” L.L.C, with no. 2026/061;

The review panel has independently and objectively, with professional conscience and care evaluated all the evidence of the case. The review panel assesses that the review expert has treated in a professional and objective manner the claims of the complaining EO; “Standard Home Furniture” L.L.C.

The argumentation in the expert report is quite detailed, understandable and fully based on the relevant documents that refer to the procurement activity. The findings in the expert report can be confirmed through the tender dossier and the documents with which the tenderers have bid. Therefore, 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 complaining Economic Operator with no. 2026/0061 should be approved as partially grounded, only due to claim no. 3, regarding the extension of the bid evaluation, in which case the CA has exceeded any legal deadline provided for by legislation, for which this Review Panel issues a warning to the responsible procurement officer so that such legal violations do not occur in the future, otherwise the PRB will address the PPRC in writing to take measures against the CA officials. However, despite this claim, it is insufficient to change the final epilogue of the CA's decision-making. Consequently, the Review Panel has decided to confirm the Notice on the decision of the CA that the procurement activity of the Contracting Authority - "Ministry of Culture" regarding the procurement activity entitled "Supply (framework) with sports equipment and requisites for educational institutions, institutional programs and professional organizations in the Republic of Kosovo (Second Re-tender)" with procurement number: 207-25-936-1-1-1.

Regarding the complaint of EO “Standard Home Furniture” L.L.C, with no. 2026/067;

Therefore, referring to Article 104.1 of the LPP, according to which it is required that the review procedure be implemented in a prompt, lawful and effective manner and by also analyzing the entirety of the documents of this case in the context of this procurement process, the Panel did not consider it necessary to elaborate again in detail and unnecessarily in this case each complaint claim, since the same have been specifically highlighted especially in the challenged decision of the contracting authority. Among other things, in the challenged decision of the contracting authority and in the report of the review expert, explanations have been given regarding the complaint claims. Therefore, the Panel does not support the explanations of the review expert who has explained in his expert report.

The Review Panel, taking into account the description and the aforementioned facts and after reviewing the case files, reviewing the complaining claims of the complaining economic operator, the concrete analysis and documentation of the case, sees the complaints of the

economic operators as partially grounded but insufficient for the case to be returned for re-evaluation. Because the complaining EO has not offered in accordance with the requirements of the Tender Dossier determined by the CA. The Review Panel considers that the burden of responsibility for the tender to be responsive belongs to the EO in this case and not to the contracting authority for which the law does not oblige it to request clarifications, especially when the EO does not have attached to his/her bid the contracts for which it claims to have been implemented.

Therefore, the complaint claim regarding the elimination of the complainant regarding the CA's reason regarding the contracts concluded, the Review Panel grants the contracting authority the right in this case.

The Review Panel considers that based on the request of the Tender Dossier and the contracts offered by the complaining EO, it considers that the value requested by the Tender Dossier has not been met and the complaint claim is unfounded. Also, regarding the classification of similar contracts, the PPRC also has an opinion published on the website of the electronic e-procurement platform on 22.11.2022, where it emphasizes that such a determination is the exclusive competence of the CA, specifically of the PPO with the assistance of the request unit.

Therefore, the Review Panel, after administering and evaluating the evidence, fully ascertaining the factual situation, relying on the LPP as the applicable substantive 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 complaining Economic Operator with no. 2026/0067 should be approved as partially grounded, only due to the extension of the evaluation of the bids, in which case the CA has exceeded every legal deadline provided for by legislation. However, it is insufficient to change the final epilogue of the decision-making of the CA. Consequently, the Review Panel has decided to confirm the Notice on the decision of the CA that the procurement activity of the Contracting Authority - "Ministry of Culture" regarding the procurement activity entitled "Supply (framework) with sports equipment and requisites for educational institutions, institutional programs and professional organizations in the Republic of Kosovo (Second Re-tender)" with procurement number: 207-25-936-1-1-1.

- Conclusion -

The Panel clarifies that in addition to Articles 1,6,7,27,28, 59 and 72 of the Law on Public Procurement, it is important to emphasize that all bidders are aware of the application process and the submission of documentation in accordance with the tender dossier and the contract notice. They have sufficient experience in this field and are continuous participants in tenders published in the Republic of Kosovo, contributing to a fair and fair application for all. This ensures a level playing field for all bidders and avoids the impact on the prolongation of procurement procedures, with "requests for continuous clarifications from bidders" for the documentation that they constantly process for applications in their bids.

Therefore, the panel explains that in this case the responsibility falls on the bidder, who tenders to win.

Because it is evident and known to everyone, that in every case of contract notice, each bidder who has uncertainties or sees any deficiencies in the Tender Dossier or discriminatory criteria and not relevant to the nature of the procurement activity with the required specifications DT, should in the preliminary phase, object to the same or eventually ask questions or request clarifications from the CA. The same can also submit a request for re-examination/complaint to the CA/PRB, whereas, not at this stage where the complainant has accepted all the requirements of the Tender Dossier in the case of his bidding in this procurement activity. Consequently, all participating Eos have accepted the same requirements and have also offered a bid for the same, and have not presented shortcomings regarding the content of the DT. This is also confirmed by the Bid Submission Form, where through this form he has declared that he has checked and accepts all the conditions of the tender and submits his financial bid. And in fact this Form according to Article 17.7 of Regulation No. 001/2022 on Public Procurement is the main part of the bid.

The Review Panel has assessed that the Contracting Authority has acted in accordance with the provisions of the LPP, where it has cancelled this procurement activity in the absence of responsive bids. Therefore, the Review Panel consequently decides to grant the CA the right and to leave the decision of the CA in force, a decision which was issued by an evaluation commission which is supposed to be professional in accordance with Article 59 par. 1 of the LPP, which states: "All members of the Evaluation Commission take full individual responsibility for the evaluation of the bid".

Therefore, in addition to the above, the Review Panel emphasizes that each contracting authority (at central and local level) enjoys autonomy in procurement planning (Article 8) and in determining the needs to be met (Article 9), of course in accordance with the budgetary capacity and that the CA in the specific case had the right to this procurement procedure, at the same time, according to Article 24 paragraph 2 of the cited LPP "The contracting authority is responsible for ensuring that all procurement activities of such contracting authority are executed in full compliance with this law".

Based on the above, the Review Panel considers that the actions and acts of the CA, and the assessments of the review expert regarding the fulfillment or not of the conditions described above and the complaint allegations in this case do not constitute sufficient grounds for the procurement activity to be returned for re-evaluation because otherwise it would conflict with the scope of the LPP and the argumentative basis of the complaint claims, which the Panel assesses according to its independent assessment in the sense of Article 104 in conjunction with Article 105 of the LPP. Returning a procurement activity without a legal basis for re-evaluation is in accordance with Article 1 of the LPP, according to which the purpose of this Law is, inter alia, cited: "...to ensure the integrity and accountability of public officials, civil servants and other persons who carry out or are involved in a procurement activity by requiring that the decisions of such individuals and the legal and factual basis for such decisions are not influenced by personal interests, are characterized by non-discrimination and a high degree of transparency and are in accordance with the procedural and substantive requirements of this Law"

Regarding Article 105, taking into account the requirement of Article 104, paragraph 1, of the cited Law, according to which, cited: “The procurement review procedure shall be implemented and carried out in a prompt, fair and non-discriminatory manner, aimed at resolving the fair, legal and effective of the case...” 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.

Therefore, from the above, the Review Panel, in accordance with Article 117 of the LPP, decided as in the provision of this decision.

President of the Review Panel

Mr.Vedat Poterqoi

Legal advice:

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

Decision to be submitted to:

1x1 CA – Ministry of Culture of the YS and the ÇJK;

1x1 EO – **Standard Corporation L.L.C., Fatmir Godeni B.I.;**

1x1 Archive of the PRB