



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

Psh. No.69-73-74/26

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 Law 05/L-092) composed by Isa Hasani- President, Vedat Poterqoi and Kimete Gashi-members, deciding upon the complaint of EO "Acerler Insaat Taahot MadenCilik Muhedislik Nakliyat Ve Sarrafiye Tiic.LTD.Sti,,EO "Ada Consulting Group" SH.P.K. and EO "Nika PrO- Ing SH.P.K., against the Decision to contract award or a design competition, regarding the procurement activity "RITENDER "Construction of the Emergency Medicine Center at QKUK - continuation of the project" with procurement number; 206-25-8662-5-1-1, initiated by the contracting authority (CA) – MINISTRY OF HEALTH on the 03/04/2026 has issued this:

DECISION

1. Approved, as partly grounded the complaints of the EO EO "Acerler Insaat Taahot MadenCilik Muhedislik Nakliyat Ve Sarrafiye Tiic.LTD.Sti", with no. 2026/0069, dated 04.02.2026, EO "Ada Consulting Group" SH.P.K, with no. 2026/0073, dated 05.02.2026, and EO "Nika PrO- Ing" SH.P.K., with no. 2026/0074, dated 05.02.2026, regarding the procurement activity "RITENDER "Construction of the Emergency Medicine Center at QKUK - continuation of the project", with procurement number; 206-25-8662-5-1-1, initiated by the contracting authority - MINISTRY OF HEALTH.
2. Remains in force, B58 Notice on the Decision of the Contracting Authority - Ministry of Health, for the procurement activity "Construction of the Emergency Medicine Center at QKUK - continuation of the project", with procurement number; 206-25-8662-5-1-1.
3. Within 10 days, the CA must inform the PRB of all actions taken in relation to this procurement activity, otherwise, for non-compliance with the decision, the PRB may take measures against the CA as provided for in the provisions of Article 131 of the Law on Public Procurement of Kosova.

4. The return of funds deposited in the name of the appeal fee is allowed according to paragraph 4 of article 31 of the PRB Rules of Procedure for complaints No; 2026/0069, No; 2026/0073 and No; 2026/0074, while the complainants have the right, according to paragraph 6 of the cited provision, to request the return of the funds within a period of sixty (60) days from the date of receipt of this decision, otherwise the funds are confiscated and transferred to the Budget of the Republic of Kosovo.

REASONING

-Procedural facts and circumstances -

On the 24.09.2025, the MINISTRY OF HEALTH, in the capacity of the Contracting Authority, has published the Contract Notice B05 regarding the procurement activity entitled ““RITENDER “Construction of the Emergency Medicine Center at UCCK - continuation of the project” with procurement number 206-25-8662-5-1-1.

The contracting authority has implemented an open procedure, type of contract: work, estimated value of the contract: 20,901,160.00. €

On 16.01.2026 the CA published the Notice on Decision B58 where it awarded the contract to GOE Grupi i Operatorëve Ekonomik CONSTRUMAX SH.P.K.; TOP PROJEKT SH.P.K.; HARST Group SH.P.K.; EKOTERMIKA SH.P.K.

On the 21.01.2026, EO Acerler Insaat Taahot MadenCilik Muhedislik Nakliyat Ve Sarrafiye Tiic.LTD.Sti, ADA CONSULTING GROUP SH.P.K., and NIKA PrO- Ing SH.P.K., have filed a request for review against the Notice on Decision B58 of the Contracting Authority.

On the 26.01.2026 and 29.01.2026, the Contracting Authority has published the decision by which the appeals of the three Economic Operators are rejected as unfounded and the notification on the decision of the Contracting Authority is confirmed.

On the 04.02.2026, EO Acerler Insaat Taahot MadenCilik Muhedislik Nakliyat Ve Sarrafiye Tiic.LTD.Sti, has submitted to the PRB the appeal with no. 0069/2026, while on 05.02.2026 EO ADA CONSULTING GROUP SH.P.K., has submitted to the PRB the appeal with no. 0073/2026 and EO NIKA PrO- Ing SH.P.K., has submitted the appeal with no. 0074/2026.

-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 all three 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. 0069/2026, complaint no. 0073/2026 and complaint no. 0074/2026 be joined 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 Acerler Insaat Taahot MadenCilik Muhendislik Nakliyat Ve Sarrafiye Tiic.LTD.Sti, are presented as follows:

Contracting Authority: The Ministry of Health, on 26.01.2026, published the decision on the request for reconsideration, by which our request was rejected as unfounded, rejecting all our claims. The Contracting Authority acted contrary to the principle of equal treatment and non-discrimination, by applying different standards to economic operators in the same factual situations. Specifically: The request for clarification of an economic operator was rejected on the grounds that it was submitted outside the legal deadline, while another request for clarification, although also outside the deadline, was accepted and it was allowed to make substantial changes to the offer. In this case, the following was allowed: the relaxation of a criterion for engineers, even though there was only one request for clarification, which completely undermines the procedure, and this was justified by the CA with the expression “for the sake of the project”, after the submission of the request.

This action constitutes an unauthorized intervention in the bid after the submission deadline, contrary to the public procurement legislation and the standard practice of bid evaluation.

If an operator is penalized for submitting after the deadline, then the same standard should be applied to all operators without exception. Allowing one operator to modify the bid after the deadline, while others are denied any procedural rights for the same reason, creates serious doubts about the intentional favoring of the winning operator.

This unequal treatment:

violates the principle of fair competition,

conflicts with transparency,

and makes the CA’s decision unfounded and biased.

Therefore, already at the stage of preparing the tender dossier, indications of the direction of the contract have emerged.

Regarding the handling of questions for clarification during the bid evaluation process, we conclude that the Contracting Authority has acted selectively and unfairly, favoring one of the economic operators, while we have not requested any clarification and have not been treated equally. Specifically: An economic operator has submitted questions for clarification regarding the documentation of professional staff and the CA has accepted corrections outside the deadline set in the FDT, this action has created an unfair advantage for the recommended operator, enabling it to improve the documentation and meet the criteria, while other operators, including

our bid, have not been treated in the same way. This action is contrary to Article 7 and Article 59 of the LPP, as a fair and equal evaluation of all bids is not guaranteed. Consequently, favoring the recommended operator by allowing selective clarifications constitutes a serious procedural violation and a violation of the principle of open competition, making the decision to recommend the contract illegal and legally unsustainable.

We request the PRB:

To establish the violation of equal treatment;

To order the re-evaluation of the bids in full compliance with the TDS and the LPP.

Claim 1

The action of the Contracting Authority conflicts with Article 1 of the LPP, since the elimination for a calculation inaccuracy in a derivative position, which does not affect the unit price and the ranking of the tenderers, violates proportionality and fair competition.

In the contested positions of the preliminary measure, the Tender Dossier itself determines that their value should be calculated as a percentage of the previous positions and not as an independent price offered by the economic operator.

These positions have a derivative and calculation nature, since their value directly derives from the application of the formula determined by the CA in the tender documentation.

The classification of this inaccuracy as a change in unit price constitutes a violation of Article 7 of the PPL, as it creates unequal treatment and a disproportionate criterion.

Nature of the error - arithmetic/calculation error

The inaccuracies relate to the basis of the calculation of the mathematical formula and not to a deliberate change in the unit price. The basic prices are accurate and undisputed, while the derived values are objectively determinable.

This error constitutes an arithmetic error within the meaning of Article 59, paragraph 3 of the LPP, which allows for its correction.

The Contracting Authority has failed to implement this provision by not treating the inaccuracy as correctable.

The correction:

does not change the unit price,

does not change the economic content of the bid,

and does not affect the ranking.

Therefore, treating this error as a material change is disproportionate and contrary to

Article 59 of the LPP.

Claim 2

The elimination of the economic operator was made in violation of the LPP.

Violation of Article 72 - failure to request clarification

The CA had an obligation to request clarification, since the documentation was submitted and only required interpretation.

The refusal to request clarification is contrary to Article 72 of the LPP.

Violation of proportionality and competition

Elimination for lack of formality, despite the existence of technical evidence, is disproportionate and limits competition.

We have proven experience in a hospital facility with all the required positions, while the recommended operator has not proven a single such facility in its entirety, but only fragmented positions.

This contradicts the requirements of the FDT and Article 59 of the LPP.

Also, the CA has failed to implement Article 72 by not requesting clarification.

The recommendation of an operator who does not meet the criteria also violates Article 6 of the LPP.

Claim 3

The CA's claim that the architectural technician Mr. Endrit Berisha does not meet the 5-year experience is unfounded.

From the projects presented and the time periods it clearly results that the experience is met.

However, the CA has not provided any concrete justification for this claim, making only a formal refusal.

This constitutes a violation of Article 108/A of the LPP and the practice of the PRB.

Failure to examine specific claims, lack of justification and application of double standards constitute a serious procedural violation and violate equal treatment.

Conclusion

For all the above reasons, we propose to the PRB to:

ascertain the procedural and material violations,

annul the decision of the Contracting Authority,

and return the case for re-evaluation with the obligation for objective, justified and equal examination of all offers.

Claim 4 - IT technician

The discrepancy identified in the CV of Ms. Florijona Osmanaj is the result of a technical/administrative error in the presentation of data and in no way constitutes a factual lack of professional experience. The professional experience exists, is real and objectively verifiable through the relevant documentation. In these circumstances, the Contracting Authority had a legal obligation to request clarifications, in accordance with Article 72 of the Law on Public Procurement, which allows and obliges the CA to request clarifications regarding the submitted documents, as long as this does not lead to a change in the bid or an unfair advantage. Furthermore, the CA's action also conflicts with Article 69 of the LPP, which, in accordance with Guideline No. 002/2024 on supplementing and amending Guideline No. 001/2023 on Public Procurement, point 10 "Clarification of tenders during the evaluation process", clearly stipulates that, when the submitted CV does not contain all the required information, the Contracting Authority shall not automatically eliminate the bid, but has the right and opportunity to request clarifying information from the economic operator. In the specific case, the technician has submitted a CV and work experience in accordance with the requirements of the tender dossier, while the Contracting Authority, by not using the legal instrument of clarification, has applied a formal and punitive approach, contrary to the spirit and purpose of the LPP. Eliminating the bid for a formal and correctable error, without requesting clarification, constitutes a serious violation of the principle of proportionality and equal treatment, set out in Article 7 of the LPP, and constitutes an incorrect application of the legal provisions and administrative instructions in force.

As a result, the action of the Contracting Authority is illegal, disproportionate and discriminatory, and has resulted in the unfair elimination of the economic operator, without respecting the legal procedures for clarification and verification of documentation.

Claim 5 - Certificates for Mr. Sabit Bytyqi

The claim for lack of certificates is based on the fact that the relevant files were assessed as "blank". This constitutes a technical deficiency in the uploading of documents and not a factual lack of staff or qualifications. According to Article 72 of the LPP, this situation should have been addressed through a request for clarification and not through elimination.

We also present the fact that the Contracting Authority itself, in its response, de facto agrees that it did not act in accordance with the law regarding the rejection of our bid for the position of Hydrotechnical Engineer, acting with prejudice, as results from the comment of the CA's procurement office on this point. So, the document was attached, but due to a technical error it resulted blank, while it is proven that the certificates were issued before the deadline for submission of the bid.

In response to the request for review, the Contracting Authority has accepted this document and has found that the claim is partially founded.

However, despite this finding, the Contracting Authority has rejected the request for review in its entirety, without taking any corrective measures.

This action constitutes a violation of Article 108/A of the Law on Public Procurement, since the acceptance, even in part, of a claim obliges the CA to correct the contested decision.

Such a decision is unreasoned, contradictory and arbitrary, violating legal certainty and making it impossible to effectively exercise the right of appeal before the PRB.

Claim 6 - Welding certificate

The Contracting Authority itself admits that claim no. 6 is partially founded, taking into account the welding certificate issued on 23.10.2020, which proves sufficient experience after certification. This confirms that the criterion is met and that the elimination for this reason was unjustified. In the response to the request for reconsideration, the Contracting Authority has accepted this document and has found that the claim is partially founded. However, contrary to this finding, the Contracting Authority has rejected the request for reconsideration in its entirety, without taking any corrective measures.

This action constitutes a violation of Article 108/A of the Law on Public Procurement, since the acceptance, even partial, of a claim obliges the CA to correct the contested decision.

Such a decision is unreasoned, contradictory and arbitrary, violating legal certainty and making it impossible to effectively exercise the right to appeal before the PRB.

Second Part of the Complaint

From the review of the bid documentation of GOE: “Construmax” Sh.P.K., “Top Projekt” Sh.P.K., “Harst Group” Sh.P.K. and “Ekotermika” Sh.P.K., declared the winner, it results that this bid presents multiple and substantial inconsistencies with the requirements of the Tender Dossier, including, but not limited to, the following categories:

Claim 1

Authorizations and formal documents for representation

The company “Construmax” Sh.P.K. has presented Ms. Bege Krasniqi as an authorized person.

However, the authorization submitted for this person is incomplete and deficient, as it does not clearly specify the right to full representation, including signing and submitting the tender dossier.

Although the authorization is notarized, it does not expressly define the representation of the Economic Operator in this specific procurement activity and in this specific tender procedure, as required in accordance with the relevant provisions of the Law on Public Procurement and the requirements of the Tender Dossier regarding the authorization and representation of the EO.

Furthermore, in violation of the provisions of the LPP regulating the eligibility criteria and verification of the integrity of Economic Operators and their representatives, the Contracting Authority has not requested from the authorized person the relevant evidence from the court certifying that the same is not under investigation. This represents a violation of the principle of equal treatment, transparency and equal application of legal criteria to all economic operators. The decision of the Contracting Authority states that Ms. Bege Krasniqi has full responsibility to act on behalf of the company, but an analysis of the submitted authorization shows that this right is not specified in a clear and complete manner.

Claim 2

Annex 6 - Declaration on the establishment of the group of Economic Operators

Annex 6 - Declaration on the establishment of the group of Economic Operators does not contain the complete data of the authorized person and is not provided with the required stamp, making this document incomplete and inconsistent with the requirements set out in the Tender Dossier.

The inclusion of this document in a complete and regular form is a necessary condition for the validity of the tender dossier.

Despite this essential deficiency, the Contracting Authority did not take this irregularity into consideration during the evaluation phase, but on the contrary proceeded with the award of this economic operator with a contract, an action which constitutes a serious violation of the provisions of the Law on

Public Procurement, as well as of the principles of equal treatment, transparency and legality in public procurement procedures.

These deficiencies violate the formal validity of the bid and conflict with the Contracting Authority's obligation to evaluate only bids that meet the requirements of the Tender Dossier, within the meaning of Article 59 of Law No. 04/L-042 on Public Procurement, as well as the principle of transparency according to Article 1 of the LPP. Allegation 3

Bank guarantee / Financial support letter

In the Tender Dossier, in points 8.1 and 8.2 (Requirements on economic and financial standing - Economic and financial capacity), it is required that the EO or GOE prove that it has the financial ability to finance the contract, having at least one (1) million euros of unconditional access to credit available for the performance of the contract (minimum 51% by the leader in the case of a group).

This must be proven by an original confirmation letter (declaration) signed and stamped by the banking institution, which confirms the availability of one (1) million euros in the company's bank account for this project, or through a bank confirmation (promissory note) confirming that the company can obtain an unconditional credit in this amount. The date of the declaration must

not be earlier than the date of publication of the contract notice and must refer to the activity in question.

The Economic Operator declared the winner has not fulfilled this requirement, having submitted a value of EUR 980,000.00, while the minimum requirement was EUR 1,000,000.00.

The lack of EUR 20,000.00 constitutes non-fulfilment of a financial elimination criterion and, as such, the bid cannot be considered responsive within the meaning of Article 59 of the LPP.

Tolerating this discrepancy constitutes unequal treatment towards other economic operators, contrary to Article 7 of the LPP.

The Contracting Authority, unjustifiably, also took into account funds spent and a balance confirmation from the BKT bank, which does not meet the requirements of the Tender Dossier, by not addressing our claims at all and rejecting them without clear and understandable justification. Claim 4 List of completed works and professional experience of the company In the Tender Dossier, in points 9.1 and 9.2 (Requirements on technical and/or professional capabilities), it is required that the EO or GOE have completed contracts for similar works in the last three (3) years, while in the case of a consortium, the leader must have completed at least 51% of them. It is also required to prove the completion of at least one hospital project of great value, where works such as: X-ray, medicinal gases, ventilation, air conditioning, automatic X-ray doors, etc. have been carried out. As evidence, a list of projects with detailed data, original, sealed and signed, was requested, which must contain: the title of the contract, the investor, the contact person's data, the start and end date of the project, as well as the value of the project. The winning consortium has submitted a list of completed works, but this list does not meet the requirements of the Contracting Authority, as it does not contain complete data on the investors, the completion date of the projects and other essential elements for identifying the referenced projects.

Furthermore, the submitted documentation does not indicate the implementation of a large-value hospital project, as required by the Tender Dossier.

Even in the clarifications requested by the CA, the consortium has submitted lists of projects, but has not submitted technical receipts or minutes proving the completion of the projects in accordance with the requirements. The submission of the work estimates does not constitute valid evidence of the completion of the projects according to procurement practice.

Furthermore, the documentation related to the X-ray works refers to 2019, i.e. outside the three-year period required by the Contract Notice and the Tender Dossier. This shows that the winning EO has attempted to meet the technical criteria by combining documents from different projects and outside the required timeframe, contrary to the requirement that the experience be proven through a single, integrated project and within the required period.

This action constitutes a violation of Article 59 of the LPP and violates the principle of equal treatment and fair competition, according to Articles 1 and 7 of the LPP.

The list presented by the GOE recommended for the contract does not meet the required criteria, as it does not contain all the necessary data, such as: the title of the contract, the investor, the contact person's data, the start and end date of the project and the value of the project.

The Contracting Authority, in this case, has also gone beyond the requirements of the Tender Dossier, by accepting as valid projects completed in 2020 and considering them as projects implemented within the last three years.

Moreover, even in the case of a contract worth 750,000.00 euros, the technical acceptance results in only works worth 370,000.00 euros being carried out, which does not meet the threshold for a large-value contract, according to the legal categorization.

Also, this contract does not appear in the list of projects submitted by the GOE, which makes the CA's reasoning even more unfounded.

Regarding the X-ray works, the recommended EO has submitted documentation from 2019, which does not meet the three-year period criterion and is not related to the project claimed as a large hospital project.

In this context, it is clear that the recommended EO has not proven the experience required according to the Tender Dossier, while the Contracting Authority, in violation of Articles 7 and 59 of the LPP, has taken on the role of justifying its bid, by presenting documents and interpretations that do not originate from the economic operator's bid itself. Allegation 5 The Contracting Authority (CA), in the Tender Dossier, has clearly defined the qualification criteria, requiring that economic operators possess professional staff with a minimum of 10 (ten) years of work experience, as well as relevant professional certifications, in accordance with the nature and complexity of the contract, within the meaning of Article 65 of the LPP (Selection and Qualification Criteria).

From the review of the documentation submitted by the GOE declared the winner, it results that the latter has not fulfilled these qualification criteria, since the proposed staff does not demonstrate professional experience of 10 years of work and/or the required certifications have not been presented, as expressly defined in the Tender Dossier. Despite this clear non-compliance, the GOE in question has been declared the winner, an action that constitutes a violation of Article 59 of the LPP, which obliges the CA to verify the full fulfillment of all qualification criteria previously defined during the examination, evaluation and comparison of tenders. Such an action also conflicts with the fundamental principles of public procurement, defined in Article 1 and Article 7 of the LPP, namely the principle of equal treatment, non-discrimination, transparency and fair competition between economic operators. Consequently, we assess that the decision to announce the winner was taken in violation of the provisions of the LPP, without verifying and fulfilling the essential qualification criteria related to the experience and certifications of the professional staff, which makes this decision unfounded and legally contestable.

Claim 6

The bid documentation shows that some of the key staff do not meet the minimum requirements for experience and professional qualification, including:

The presentation of two persons in the same role as Project Manager, without clarification and without clear fulfillment of the requirement for a minimum of 10 years of experience;

The failure to meet the minimum experience of 10 years by some staff members, based on the CVs and references submitted;

The presentation of certificates for occupational safety and health from institutions that are not specified in the Tender Dossier, instead of the certifications required by the MLSW and the EMA.

Claim 7

The following is a list of staff who do not meet the required 10 years of experience.

Ylfete Tahiraj and Valon Elshani are presented as project managers, however neither of them meets the criterion of minimum 10 years of work experience required by the Tender Dossier, as one has only 8 years of work experience, while the other has 7.5 years.

Claim 8

Nexhat Jashari - Architect - does not meet the 10-year experience criterion, as he graduated on 27.10.2015 and the 10-year experience would only be achieved if he had worked without interruption since the day of graduation. However, from the submitted CV it results that he had a two-year interruption, which reduces the real experience to about 8 years of work.

Regarding claims no. 5, 6, 7 and 8, the Contracting Authority has found that our claims are unfounded, reasoning that the deficiencies in the documentation of the professional staff have been clarified through the e-procurement system and have been qualified as “minor deficiencies”.

However, this position constitutes unequal treatment and selective application of the law, since in our case the CA has eliminated the bid in its entirety for issues of the same nature related to the documentation of the professional staff.

Contradictorily, the CA has allowed the recommended EO to complete and clarify the deficiencies related to experience and certifications, while we have not been given the same opportunity, even though in our case we are only talking about two technicians who actually meet the criteria.

Furthermore, from the documentation of the recommended EO it results that neither the Project Manager nor a part of the other professional staff meet the criterion of 10 years of experience, which constitutes a substantial failure to meet the qualification criteria.

This action constitutes a violation of Article 7 and Article 59 of the LPP, as well as Article 72 of the LPP, since the CA has requested clarifications only from the recommended EO, while in our case it has applied immediate elimination.

Claim 9

Regarding the construction engineer - hydrotechnical direction, Mr. Lorik Dervishaj, presented as an expert for occupational safety and health by the MLSW, we conclude that the presented certificate was not issued by the MLSW, but by the private company "BLITERM".

This means that it is only about professional training and not about certification or decision for an expert in terms of the requirements of the Tender Dossier.

There was also an official clarification from the CA on this point, where it was emphasized that only certificates or decisions issued by the MLSW are accepted, while certifications from private companies are not accepted. Despite this, the CA did not address this claim at all in the decision for reconsideration, settling for a formal rejection without substantive justification, in violation of Article 7 and Article 59 of the LPP.

Claim 10

The Tender Dossier requires an engineer with a Master's degree in Environmental Protection, licensed to draft EIA reports, with at least 5 years of work experience.

The winning GOE has presented Mr. Vehbi Goxhuli as the engineer in charge, however, from his notarized declaration it appears that he is in a primary employment relationship with the company "Ndërtimi Ing" Sh.P.K. and has not given authorization for the use of his documentation in this project by the company "Harst Group" Sh.P.K.

This means that the recommended GOE does not actually have this expert at its disposal, thus not fulfilling the required criteria.

Claim 11

Regarding Mr. Nikolla Dani, presented as a waterproofer, from his notarized declaration it appears that he has an exclusive agreement only with the company "Limit Project" Sh.P.K. for this procedure and not with the company "Construmax" Sh.P.K.

Despite this evidence, the CA did not address this claim and rejected it without any substantive justification. Claim 12 The winning consortium submitted a facade contractor with a certificate from Albania, while the Tender Dossier required diplomas and not certificates.

Contradictorily, the CA has eliminated other operators for the same reason, while in this case it has declared a bidder who does not meet this criterion as the winner, applying a double standard in violation of Article 7 and Article 59 of the LPP.

Claims 13-16

From the review of the documentation it results that the GOE declared the winner has not proven the fulfillment of the technical capacities, since:

The lifting platform does not meet the minimum height of 30 meters;

The vacuum lifting system is not documented with technical specifications;

The agreements for the use of the equipment are unclear and do not enable verification of the capacities.

These shortcomings constitute a clear failure to meet the technical and professional criteria and are intended to result in the disqualification of the GOE.

Final clarification for the PRB

For the purposes of procedural clarity, we emphasize that this appeal does not represent an expansion of the scope of the request for reconsideration and does not contain new claims, but only additional clarifications and legal elaboration of existing claims.

All alleged violations were raised at the review stage, while in this appeal they are only detailed and linked to the relevant provisions of the LPP and the PRB's practice.

-The claims of the complaining economic operator ADA CONSULTING GROUP SH.P.K. are presented as follows:

The complaint concerns the elimination of our bid in the above-mentioned project, which we consider to be in violation of the provisions of Law No. 04/L-042 on Public Procurement of the Republic of Kosovo, as amended and supplemented by Law No. 04/L-237, Law No. 05/L-068 and Law No. 05/L-092.

According to the standard letter B42 that we received, we were eliminated for several reasons, which we will list in order, providing our arguments:

Reason 1

“There is interference in the bid form on page number 2; there is additional text marked on the entire page, with shading or distortions of the bid.”

Reason 1

As can be seen in the attached photo of the bid on page two, all the text is legible and clear. No interference has been made, whether in descriptions, quantities or any other elements. What can be observed is a distortion by the printer during printing, but that does not make any part of the offer illegible. So, as can be seen, no change has been made in the text or in the quantity numbers.

Reason 2

Technical and professional capacity:

“It has not presented the required evidence for the minimum technical staff of 40 workers. It has only presented evidence for 21 workers. The certificates for occupational health and safety and fire protection are not complete for the technical staff.”

Justification 2

We have presented the list of workers together with the technical staff, a total of 41 people employed or engaged for this project. For the engaged workers, we have offered agreements on behalf of the project, through which, if we are declared successful, they will be engaged for the implementation of the project. The other workers are part of the company. If the CA had any ambiguity, in accordance with Article 72 of the LPP, it should have sought clarification.

Reason 3

“For the technical staff managers, the CVs have not been completed according to the requirements.”

Justification 3

In our offer, we have presented 11 technical managers with the relevant evidence. Although not all CVs were uploaded due to the large volume of documentation, the CA, in accordance with Article 72 of the LPP, was able to request clarifications and not eliminate our bid, especially considering that our bid is around 270,000 € cheaper.

Reason 4

“Mr. Drenis Musliu is presented as a hydrotechnician, but has another degree; while Gresë Qorri does not have 5 years of experience after graduation.”

Reason 4

Drenis Musliu is a graduate in the profile “Water, sanitary and energy system installer”.

While Gresë Qorri graduated with a Bachelor’s degree in November 2014 and a Master’s degree in November 2020, therefore he meets the experience criterion.

Reason 5

“He did not present any facade installer.”

Reason 5

In our offer, we presented Jonuz Vinarci as a facade installer, with a professional certificate from VTC.

Reason 6

“Technician Skender Hakolli does not have a degree.”

Reason 6

Mr. Skender Hakolli possesses a professional certificate from a licensed vocational training center, which proves his professional skills.

Reason 7

“Donart Thaqi does not have a diploma and CV.”

Justification 7

Due to the large volume of documents, a technical error was made in uploading the documents. The CA was able to request clarifications under Article 72 of the LPP.

Reason 8

“Njomza Hoti does not meet the 10-year experience requirement.”

Justification 8

Njomza Hoti graduated in 2014 and has continuous work experience since 2015 in various companies (URB Pro, NNT ABC, Ada Consulting Group, etc.), which is proven by references and CV.

Reason 9

“Halil Bytyqi does not have a certificate for occupational safety and health.”

Justification 9

The documents were submitted, but due to the volume, the certificate was forgotten. The CA could have requested clarification.

Reason 10

“The electrical engineer was not presented.”

Reason 10

We have presented Mr. Agim Kastrati and his file has been uploaded to the system.

Reason 11

“Shukri Krasniqi does not have a contract.”

Reason 11

This is a technical error in uploading documents. The CA could have requested clarification.

Reason 12

“The environmental engineer does not have safety and fire certificates.”

Reason 12

The CA could have requested clarification according to Article 72 of the LPP.

Reason 13

“The geodesy engineer does not have certificates.”

Reason 13

We have presented Mr. Xhavit Fetahu with a certificate for occupational safety. For any ambiguity, the CA could have requested clarification.

Reason 14

“There are not at least three people certified by the MLSW and EMA.”

Justification 14

We have provided the staff with relevant documentation, including certified persons. For any ambiguities, the CA could have requested clarifications.

Reason 15

“There is no certified welding expert.”

Reason 15

We have engaged Mr. Arsim Maloku as a certified welding expert. In case of missing document, the CA could have requested clarification.

Reason 16

“The vacuum lifting device was not presented.”

Reason 16

We have presented the required equipment, but for this specific equipment a technical error occurred during loading. The CA could have requested clarification.

Conclusion

Based on all of the above, the Contracting Authority has violated the legal provisions by not treating the bidders equally. Most of the reasons for elimination are issues that could have been easily clarified through a request for clarification, as provided for in Article 72 of the LPP.

Also, many of these deviations are minor and permissible under Article 59 of the LPP. Before making a decision to eliminate and recommend an economic operator with the highest financial bid, the CA should have sought clarification on all points and made a fair and realistic assessment of the bids.

-The claims of the complaining economic operator NIKA PrO- Ing SH.P.K. are presented as follows:

The Evaluation Committee, during the evaluation of the bids for the project in question, did not act in accordance with the Law on Public Procurement No. 04/L-042, as amended and supplemented by Law No. 04/L-237, Law No. 05/L-068 and Law No. 05/L-092, respectively with the aforementioned legal provisions and the Regulation/Operational Instructions on Public Procurement.

The Contracting Authority, on 16.01.2026, issued the Notice of Decision of the CA, eliminating us even though we are the responsible bidder with the cheapest price, and recommending for the contract an irresponsible Economic Operator with a higher price of 123,161.12 €.

The actions of the CA are not only illegal, but also clearly show a discriminatory intention towards our company, violating the fundamental principles of equality and fair competition in public procurement.

However, below we will argue in detail that the CA's finding of our elimination is unfounded and contrary to the spirit of the LPP and the regulations in force.

We have analyzed the Notice of Decision of the CA, where we have presented on the one hand the findings of the CA and on the other hand our responses as GOE for this activity.

Claim 1

Based on all the evidence and facts mentioned above, we conclude that the examination, evaluation and comparison of tenders was not carried out in accordance with Articles 59, 69 and 72 of the LPP, as the CA did not request additional clarifications, even though our offer is responsive.

During this procurement procedure, after analyzing the documentation of the EO recommended for the contract, we noticed that the same did not act with sufficient responsibility and failed to meet the requirements of the Tender Dossier (DT).

Below we present our arguments:

Claim 2

The Economic Operator (EO) or Grouped Economic Operators (GOE) must demonstrate sufficient financial capacity, specifically to have at least €1,000,000 in liquid assets or unconditional access to credit. In the case of a group, at least 51% of this capacity must be provided by the group leader.

Evidence:

An original bank statement must be submitted proving the availability of funds or access to credit.

In this case, the Contracting Authority has used a double standard, not taking this requirement into consideration for the member of the consortium of the recommended EO.

Claim 3

According to the Tender Dossier, the EO/GOE must demonstrate experience in similar projects worth a minimum of €15,000,000 over the last three years, and have completed at least one hospital project with specific works (X-ray, medical gas, ventilation, air conditioning, automatic X-ray doors, etc.).

The recommended Economic Operator does not meet this requirement, as even after clarifications it has only submitted estimates of works that do not meet the criteria for hospital projects with the required specifications.

The works submitted by the EO do not demonstrate the implementation of projects that include the required elements such as X-ray, medical gas, ventilation and air conditioning, therefore they do not meet the technical and professional criteria.

Claim 4

Regarding technical equipment, the recommended EO has offered vacuum lifting equipment with a capacity of 600 kg, while the request was up to 500 kg.

This constitutes a deviation from the technical specifications set out in the Tender Dossier and is not in accordance with the specific request.

Claim 5

According to the request for technical staff, the EO must present at least 40 people with signed CVs.

The analysis shows that the recommended EO has only 39 people actually engaged as technical staff.

Also, signed CVs are missing for some of the staff, making the documentation incomplete and unacceptable.

Claim 6

The recommended EO has not submitted decisions on the appointment of technical staff leaders for all the required positions.

This is an administrative requirement that must be met at the time of submission of the bid and cannot be met through additional clarifications.

Claim 7

The Contracting Authority had an obligation to verify the case of the use of the same expert (Mr. Nikoll Dani) by two economic operators.

There are serious doubts about the validity of the certificates submitted, as they appear to have been issued at the same time by different institutions, which requires necessary verification.

Claim 8

According to the request for an environmental engineer, the recommended EO has submitted a contract with Eng. Vehbi Goxhuli.

However, based on the decision of the PRB no. PSH1278/25, dated 19.01.2026, it results that the same has declared that there was no agreement with any other EO.

Consequently, this requirement has not been met and the offer of the recommended EO is irresponsible on this point.

Claim 9

Given the short deadline for review, we agree with the findings of the Evaluation Commission that other economic operators are also irresponsible.

Conclusion

From all the above arguments, it clearly results that the decision of the CA to reject the request for review is unfounded and constitutes a formal (blank) justification, without concretely addressing our claims.

It is an undeniable fact that we have fulfilled all the requirements of the Contract Notice and the Tender Dossier.

In this case, if the Evaluation Commission has made a mistake, the Procurement Officer as the decision-making authority bears full responsibility for the approval of an illegal recommendation.

According to Articles 59, 69 and 72 of the LPP, the Contracting Authority had the obligation to request clarifications and completions of the documentation. The lack of documents should not be a reason for automatic elimination without using this legal opportunity.

We request that our claims be seriously reviewed and that the decision be reviewed in accordance with the documentation and practices of the PRB.

CA's response to the request for review for Acerler Insaat Taahot MadenCilik Muhedislik Nakliyat Ve Sarrafiye Tiic.LTD.Sti:

We have reviewed your Request for Review dated 21.01.2026 and can conclude that your complaining claims are unfounded; therefore, we as CA-MH remain behind the Notification on the Decision of the CA dated 16.01.2026.

Also, based on your request for reconsideration, namely regarding your claim regarding the alleged violations by the CA, specifically regarding Article 40, where in point 2 you claimed: "Instead of improving or requesting clarifications, it has canceled the procedure without real justification or legal necessity", we conclude that this claim and, consequently, the request for reconsideration in this part has been submitted incorrectly and is inadmissible/impermissible, due to the fact that the procurement procedure has not been canceled by the Contracting Authority and, as such, the request cannot be treated on a factual and legal basis that does not exist. Although this request for reconsideration is considered inadmissible/impermissible, we as the Contracting Authority, for the purpose of transparency and full clarification of the issue, will provide the necessary clarifications regarding the claims submitted, finding that they are unfounded in facts and in the relevant legal provisions of the LPP and procurement rules. Claim

1: Regarding the claim regarding the errors in the unit price in your bid, we consider it an unfounded claim. We have acted correctly and based on the previous practices addressed in the PRB on this issue, since the errors in three positions of the bid are evident, as described in B42 - Standard Letter to the eliminated tenderer. You have made a mistake in filling in the unit price in three (3) positions, which have been described within the position as to which amount should be set as the unit price, while you have mistakenly set prices that are not in accordance with the position description: In position M3.30, instead of filling in the unit price of 918 euros, 1,285.20 euros has been filled in.

At position M5.19, instead of taking the amount of M5.16 of 64,000.00 euros as the unit price, the amount of M5.18 of 39,000.00 euros was taken.

At position M9.8, instead of the amount of 4,240 euros, the amount of 5,936 euros was taken as the unit price.

These are errors in the unit price column and, as such, make the bid irresponsible, since they are not arithmetic errors and cannot be corrected by the CA according to Article 59.3 of the LPP, nor can changes in the unit price be requested from the EO.

Based on the above clarifications, the reason for elimination described in B42 – Letter Standards for the eliminated tenderer, dated 16.01.2026, remains in force.

Claim 2: Regarding the claim regarding the reason for your elimination for the hospital facility, we consider it to be unfounded. We consider that we acted correctly and based on the findings of the evaluation committee mentioned in the evaluation report, where deficiencies were identified in the documentation of your bid for this request, which are described in B42 - Standard Letter for the eliminated tenderer: The documentation provided as evidence by the Turkish company Acerler Insaat Taahut does not prove that any of the completed projects included X-ray works, medicinal gases or X-ray automatic doors. No X-ray test report was presented. An equipment calibration report was presented, without evidence for the project or the entity that carried it out. Based on the evidence provided by your bid, you have presented a project for the construction of a hospital for the needs of the Faculty of Dentistry and Practice. From this project it is understood that the facility serves students for practice and no other evidence for the requested work has been provided. Instead of the X-ray test report, you have presented a calibration certificate, which the evaluation committee rightly did not take into account, considering it as evidence that does not comply with the requirements of the tender dossier. Based on the evidence provided, we had no basis to request additional clarifications for this criterion, since you yourself did not submit the requested document. It should also be noted that in all evidence translated from Turkish, the translator has stated: “I do not take responsibility for the authenticity of the document brought by the party”, which makes the documents less convincing for the CA.

Claims 3, 4, 5, 6: Regarding the shortcomings in the technical and professional staff, these claims are considered unfounded. The CA acted correctly based on the evaluation report.

You yourself in claim no. 4 have admitted that Ms. Florijona Osmanaj does not meet the 5-

year experience after graduation. The reference submitted later cannot be taken into account, since according to Article 72.3 of the LPP, only existing documents before the submission deadline are accepted.

For Mr. Sabit Bytyqi, the documents for safety and fire protection were not submitted (the files are empty), therefore no additional clarifications were requested.

As for Mr. Ekrem Tahiraj, the certificate submitted in the bid does not meet the required 5- year experience. However, the additional certificate submitted with the request for reconsideration is accepted as additional evidence and this claim is considered partially grounded.

CA's response to the request for reconsideration for ADA CONSULTING GROUP SH.P.K.,

CA's response regarding the complaining claims of the complaining EO

We have reviewed your Request for Reconsideration dated 21.01.2026 and can conclude that your complaining claims are unfounded; therefore, we as CA-MH remain behind the Notification on the Decision of the CA dated 16.01.2026.

Claim 1: Regarding the claim regarding your offered amount, we consider it an unfounded claim. We consider that we have acted correctly, based on the findings of the evaluation commission mentioned in the evaluation report, where deficiencies have been identified in the documentation of your offer for this request, as described in B42 - Standard Letter for the Eliminated Tenderer.

Claim 2: Regarding the claim regarding the reason for your elimination that you did not present the required evidence for the technical staff (minimum 40 employees), as requested, we consider this claim to be unfounded. We consider that we acted correctly, based on the findings of the evaluation committee mentioned in the evaluation report, where deficiencies were identified in the documentation of your offer for this request, and even now in the appeal phase you have not provided evidence that you fulfill this requirement of the NU and DT. Claim 3: Regarding the claim regarding the reason for your elimination for the lack of CVs of technical managers, we consider this claim to be unfounded. We consider that we acted correctly, based on the findings of the evaluation committee mentioned in the evaluation report, where the lack of CVs in your offer was identified, and you yourself affirm this in the request for reconsideration that you did not present them. Based on the requested documentary evidence - CVs signed by the technician himself - since the signature of the technician himself was requested, the completion of the CVs cannot be requested after the opening of the bids in the evaluation phase, as it cannot be verified whether the CV provided was signed before the opening of the bids.

Claim 4: Regarding the claim regarding the reason for your elimination for the hydrotechnician, we consider it a partially grounded claim, since you have now presented a copy of the bachelor's degree for Ms. Gresa Qorri.

Claim 5: Regarding the claim regarding the reason for your elimination that you did not present any facade technician, we consider it an unfounded claim, since in the offer you did not present any facade technician with a diploma, as was the requirement in the DT: "Within the technical staff there must be at least one manager for the main positions of the works, who must be

technicians graduated from high school and with at least five years of experience after graduation". Also, this claim is not founded now either, since with the request for reconsideration you presented only a certificate, while the request was for a high school diploma and not a training certificate.

Claim 6: Regarding the claim regarding the reason for your elimination for Mr. Skender Hakoli, we consider it an unfounded claim, since you did not present a high school diploma, but only a training certificate. The requirement in the DT was that technicians should be high school graduates and have at least five years of experience after graduation. In case of ambiguities, you could have requested clarifications during the tendering phase, before the opening of the bids. The DT's requirements were transparent for all EOs and we, as the CA, are obliged to make the assessment based on the documents presented, with equal treatment and without discrimination.

Claim 7: Regarding the claim regarding the reason for your elimination for Mr. Donart Thaqi, for whom you did not present a diploma or CV, we consider it an unfounded claim. We consider that we acted correctly, based on the findings of the evaluation committee, where the absence of a CV and diploma in your bid was evidenced, and you yourself affirm this in your request for reconsideration. Given that the CV had to be signed by the technician himself, its completion cannot be requested after the opening of the bids, as the time of signature cannot be verified.

Article 72.3 of the LPP clearly specifies that the provision of missing information is permitted only for documents that existed before the deadline for submitting tenders and can be objectively verified. Claim 8: Regarding the claim regarding Ms. Njomza Hoti and the required experience of 10 years after graduation, this claim is unfounded, as only 8 years of experience are presented in her CV. The very fact that you accept experience outside the CV shows that the CV does not meet the requirement; Therefore, the evaluation committee acted correctly, as in cases where the CV does not meet the requirements, the tender should be rejected according to the relevant guidelines.

Claim 9: Regarding the claim for Mr. Halil Bytyqi, who has not presented certificates for occupational health and safety and fire protection, we consider it an unfounded claim, since the complainant himself has agreed with this eliminatory reason and has not attached these certificates even in the review phase. Claim 10: Regarding the claim for the lack of an electrical engineer, we consider it an unfounded claim, since Mr. Agim Kastrati is an energy engineer and fulfills requirement 4.6, but you have not presented an electrical engineer according to requirement 4.7. There were two separate requests in the DT and you have only fulfilled one.

Claim 11: Regarding the claim for the lack of a contract for Mr. Shukri Krasniqi, we consider the claim unfounded, since you yourself admitted the technical error and did not attach the contract even in the review phase.

Claim 12: Regarding the claim for the environmental engineer without certificates for safety and fire protection, we consider the claim unfounded, since you yourself admitted that this evidence was forgotten and was not submitted even in the review phase.

Claim 13: Regarding the claim for the geodesy engineer, we consider the claim unfounded, since the certificate for fire protection was not submitted, but only the one for occupational safety and health.

Claim 14: Regarding the claim for the lack of at least three persons certified for safety and fire protection, we consider the claim unfounded, since no additional evidence was submitted even in the review phase.

Claim 15: Regarding the claim about the lack of a certified welding expert, we consider it an unfounded claim, since you yourself admitted the lack of this profile and did not submit relevant evidence, except for a certificate from a laboratory. Claim 16: Regarding the claim about the lack of the equipment “Vacuum lifting systems for glass, for facade elements up to 500 kg”, we consider it an unfounded claim, since no evidence was submitted even at the review stage.

Based on the above clarifications, the CA considers your Request for Review as unfounded and stands by the Notification of the CA Decision dated 16.01.2025.

-Response of the CA to the request for review for NIKA PrO- Ing SH.P.K.,

We have reviewed the requests for review of EO “Global Holding” SH.P.K. and EO “NIKA Pro-Ing” SH.P.K. and we conclude that your complaints are unfounded.

The request for review of EO “NIKA Pro-Ing” SH.P.K. is out of time, since it was submitted on 29.10.2025, while the opening of the bids was scheduled for 03.10.2025.

According to the calculation of deadlines, the day of submission of bids (03.10.2025) is considered day zero (0), in accordance with Article 60.1 (a).

Whereas, according to the calculation made by the EO, date 29.10.2025 is considered day zero (0), and then: 30.10.2025 the first day, 31.10.2025 the second day, 01.11.2025 the third day and 02.11.2025 the fourth day.

According to Regulation No. 001/2022, Article 60 - Submission of a request for review and deadlines, point (a), when the request for review relates to the contract notice or the tender documents, it must be submitted at least five (5) days before the deadline for submission of bids. This deadline does not apply in cases where the Contracting Authority extends the deadline for submission of tenders after the decision to reject the request for review, in accordance with Article 63.1.1 of this Regulation. According to Regulation No. 002/2024, Article 63.2 - Decision of the Contracting Authority, in cases where the responsible procurement officer does not issue a decision regarding the request for review and does not notify the economic operator of the additional deadline, the economic operator has the right to file a complaint with the Procurement Review Body after the expiry of the deadline of three (3) working days from the date of submission of the request for review. Also, the request for review of EO “NIKA Pro-Ing” SH.P.K., in the decision on page 4, refers to EO “ENG BAU” SH.P.K., which is another company and has nothing to do with this economic operator.

The expertise report with no. 0069/2026 has been duly accepted by all procedural parties.

The CA has agreed with the recommendations of the review expert report, the EO has disagreed with the review expert report.

The expertise report with no. 0073/2026 has been duly accepted by all procedural parties.

The CA has agreed with the recommendations of the review expert report, the EO has disagreed with the review expert report. The expertise report with no. 0074/2026 has been duly accepted by all procedural parties. The CA has agreed with the recommendations of the review expert report, while the EO has disagreed 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, as well as all evidence proposed by the procedural parties.

-Regarding the claims of EO Acerler Insaat Taahot MadenCilik Muhedislik Nakliyat VeSarrafkiye Tiic.LTD.Sti, the review expert through report no. 2026/0069 has assessed as follows:

The review expert explains that the complaining EO, dissatisfied with the Decision (B58) of the CA, for the award of the contract, has filed a complaint with the PRB, claiming that the CA/Ministry of Health has not evaluated the bids based on the provisions of the LPP.

The contracting authority, after completing the evaluation of the bids, notifies the complaining EO with the standard letter of the eliminated tenderer.

The complaining EO is eliminated with the justification as follows:

Regarding the first reason for the elimination of the complaining EO, regarding the error in the unit prices, the review expert initially explains that the complaining EO in the pre-measure has incorrectly set the unit prices as follows: In the position described above, the complaining EO has set the unit price at 1,285.20 while it should have been set at 918.00€, and has acted similarly in two other positions. The review expert explains that the complaining EO in its complaint submitted to the PRB claims that we are dealing with arithmetic errors, so according to the complaining EO the contracting authority should have corrected them and continued. The review expert assesses that the claim of the complaining EO is unfounded, because in this specific case we are dealing with a change in the unit price which, according to the provisions of Article 59 of the LPP, is not allowed.

Specifically, in the position described above, when 10% of position M3.28.1 and M3.28.5 is taken, then the unit price in this position results in 918.00€ and does not turn out to be 1,285.50€ as described in the pre-measure by the complaining EO. Therefore, the expert explains that the correction of the unit price as explained above is not allowed according to the provisions of Article 59 of the LPP. Regarding the reason for the elimination of the complaining EO that it did not provide evidence - X ray testing report, but submitted a calibration report of the equipment,

the review expert explains that the CA/MH, in the tender dossier, request-evidence no. 2, requested the following: Evidence 2. - A List of completed projects, Original, sealed and signed. The list must have the following data - Contract title, - Investor, - Contact person data, -

Project start and end date, - Project value. Only lists with the above data are considered valid. For each completed project, a Reference or

Technical Acceptance Report is required (for private investors, the CA can verify financial transactions). For experience (related to X-ray, medical gas, ventilation, air conditioning, X-ray Automatic doors, etc.) at least one X-ray test report must be presented.

Based on the evidence submitted by the complaining EO in its bid, which has submitted evidence of the calibration of the equipment and has not submitted an X-ray test report, the expert clarifies that the evidence is not in accordance with the requirement of the tender dossier cited above. However, the review expert assesses that the CA should have clarified based on Article 72 of the LPP.

Regarding the experience of the architectural technician (E. Berisha), who, according to the CA's reasoning, does not have the required 5 years of experience because according to his CV, he has experience since 02.11.2020. The review expert explains that the reasoning given in the standard letter by the contracting authority is valid, because according to the evidence, the experience as an architectural technician only started from 02.11.2020. The review expert also explains that the complaining EO in his complaint has mentioned several projects from 2019, but they cannot be taken into account because professional experience is only calculated after graduation. The graduation date of the technician (E. Berisha) is June 2020, while according to his CV, the first project that is considered as professional work experience is dated 02.11.2020. Regarding the reason for the elimination of the complaining EO regarding the experience of the IT technician (F. Osmanaj), who according to the CA, has only 3 years of work experience, the review expert explains that based on the evidence submitted in the offer of the complaining EO, the work experience is as provided by the CA in the standard letter. Regarding the reason for the elimination of the complaining EO, which has to do with the evidence for at least three people who must be certified by the MLSW (MFPS) for occupational safety and health and by the AME for fire protection and for this request the CA has requested: For the staff presented from point 4.3 to point 4.10, the engineering staff must possess training certificates for occupational safety and health, for fire protection, where from the staff presented at least three people must be certified by the MLSW (MFPS) for occupational safety and health and by the AME for fire protection.

According to the assessment given in the standard letter, the complaining EO has submitted the evidence as requested only for two engineers (M. Kabashi and N. Merovci). The review expert explains that the complaining EO in its bid in (folder 7.1 named as the staff of engineers), the evidence of engineer S. Bytyqi has also been submitted, but the folder with serial number 2 and 3 is empty (only a blank scanned sheet), therefore, taking this into account, it results that the complaining EO has not submitted the evidence as requested in the tender dossier. Regarding the reason for the elimination that has to do with the lack of 5 years of experience of the welder,

according to the CA, the certificate was issued on 24.01.2024 and the same does not meet the requirements of the tender dossier. The review expert explains that the CA in the decision on the request for reconsideration has accepted that the welder meets the requirement regarding work experience.

Explanation given by the CA in the Decision on the request for reconsideration:

The other certificate that you have presented together with the request for reconsideration, from AQS cert for

Mr. Ekrem Tahiraj, issued on 23.10.2020 with an expiration date until 22.10.2023, (although as a document it is not very convincing compared to the offer certificate) we are accepting as additional evidence and claim no. 6 as partially grounded.

The complaining EO, in its annex, claims that the recommended contractor is not responsible, claiming that the company “Construmax” Sh.p.k. has presented Ms. Bege Krasniqi as an authorized person. However, the authorization presented for this person is incomplete and deficient, since it does not clearly specify the right to full representation, including signing and submitting the tender dossier.

The review expert assesses that the claim of the complaining EO is unfounded since the authorization for (B. Krasniqi) contains all the elements for representing the economic operator until the signing of the contracts. The complaining EO claims that the declaration for the establishment of the group of Economic Operators recommended for the contract does not contain the complete data of the authorized person and is not equipped with the required stamp, making this document incomplete and inconsistent with the requirements set out in the Tender Dossier. The review expert assesses that the claim of the complaining EO is unfounded because the declaration for the establishment of the group of Economic Operators contains all the elements required according to the standard form approved by the PPRC.

The complaining EO claims that the EO recommended for the contract has not met the financial requirement for the value of the letter of support/bank guarantee, as a value of 980,000.00 EUR has been submitted, while the Tender Dossier has expressly requested a minimum value of 1,000,000.00 EUR. The lack of 20,000.00 EUR constitutes non-fulfillment of a financial elimination criterion and, as such, the offer cannot be considered responsive in terms of Article 59 of the LPP. After examining all evidence regarding the request of the tender dossier, the review expert clarifies that the evidence submitted is in accordance with the request of the tender dossier and the offered value exceeds 1,000,000.00 €. The complaining EO claims that the consortium recommended for the contract does not meet the request of the tender dossier regarding contracts and references.

Requirement 2. The EO or GOE must prove that it has successfully completed similar projects - construction or renovation of buildings, with a total value of not less than 15 Million Euros, during the past three years from the Contract Notice. In the case of a group of EO, at least 51% of the completed works is required for the group leader. The EO or GOE must prove that during its experience in the field of construction it has completed at least one hospital project of great

value (required for the leader in the case of a group), where works related to X-ray, Medical Gas, ventilation, air conditioning, Automatic X-ray doors, etc. have been carried out. (Projects may have been started earlier but must have been completed during the past 3 years from the Contract Notice).

The review expert explains that the CA, during the evaluation of the bids, requested additional clarifications regarding the contracts and references of the EO recommended for the contract and in response, the EO recommended for the contract provided the clarifications requested by the contracting authority, with which it managed to prove that the same meets the requirements of the tender dossier and the contract notice regarding the references required according to the request cited above and due to the large volume of the case documents, the review expert cannot attach them, but the same evidence is uploaded to the e-procurement platform. The complaining EO claims that the recommended for the contract does not meet the requirement for a project manager after having presented two managers and not having provided evidence according to the requirements of the tender dossier. The review expert assesses that this claim is not valid because the project manager is appointed by Decision (V. Elshani) and has provided all the evidence for the same according to the requirements of the tender dossier and the contract notice. The complaining EO claims that Nexhat Jasharin - Architect, does not meet the 10 years of work experience criterion, since his graduation was made on 27.10.2015 and his 10 years of experience was calculated if he would work from the first day of graduation. Regarding this claim, the review expert explains that in addition to the aforementioned engineer, the EO recommended for the contract has also offered several other architects who meet the requirements of the tender dossier, in this case (Y. Tahiraj) has also offered, who has over 16 years of work experience as an architectural engineer.

The complaining EO claims that the construction engineer - hydrotechnical department Mr. Lorik Dervishaj, this engineer of the winning consortium has presented as an expert from the Ministry of Labour and Social Security, but the certificate presented is not from the Ministry of Labour and Social Security but from the Company "Bliterm", which means that the engineer is not qualified as an expert for occupational safety and health from the Ministry of Labour and Social Security but from a private company. Regarding this claim, the review expert explains that according to the certificate, the company Bliterm is certified according to Law No. 04/L-161, for occupational safety and health. The complaining EO claims that the engineer Vehbi Goxhuli, presented as a staff of the EO recommended for the contract, is not part of the consortium recommended for the contract, claiming that the same has also given a statement that he is engaged only at the EO Ndertimi Ing and according to the information that Vehbi Goxhuli has given in the sworn statement to the notary, he works only at the Ndertimi company, while with other companies he has agreements for certain projects. Specifically, in this case there is no agreement for this project. At this point we hope that the PRB will assess it the same as in the Municipality of Drenas. Also, if this claim of yours is confirmed by the PRB, then it follows that the consortium declared the winner does not have the engineer with the MPMS, EMA and EIA. The review expert, after examining all the evidence, clarifies that the aforementioned Engineer, in the offer of the EO recommended for contract, has submitted a notarized contract in which it is stated that the fixed-term contract was signed in the presence of the notary by engineer V.

Goxhuli. Therefore, the review expert assesses that the evidence is in accordance with the requirements of the tender dossier.

Also, the review expert explains that the Engineer (V. Goxhuli) has given another declaration to the notary with which he was appointed as a corrective declaration and in this declaration, the engineer V. Goxhuli has stated as follows: Also, the complaining EO claims that the Consortium declared the winner, in the list of staff submitted, has declared Mr. Nikolla Dani as a waterproofer. However, the same has given a notarized declaration, in which he confirms that the documentation for this tender procedure has been submitted exclusively to the company 'Limit Project' Sh.P.K. and not to the company 'Construmax' Sh.P.K. In his declaration, he emphasizes that for this procedure he has an agreement only with the company 'Limit Project' Sh.P.K. and that there is no agreement or understanding with any other company

The review expert clarifies that the evidence of the aforementioned technician is according to the requirements of the tender dossier, while regarding the issue that he is not part of the consortium staff, the review expert clarifies that the same person also has a contract with EO Construmax, signed by N.

Dani and the same as quoted above, has corrected the previous statement.

The complaining EO claims that the winning Consortium has submitted a facade contractor with a certificate from

Albania, therefore this certificate is not acceptable since the requirement is: that it must be and only diplomas are accepted. The review expert clarifies that upon application in this procurement activity, the recommended for the contract has submitted the diploma according to the requirement of the tender dossier.

The complaining EO claims that from the review of the documentation submitted by the winning GOE, it results that the latter has not proven the fulfillment of the required technical capacities, for the following reasons: • The lifting platform submitted does not meet the minimum required height of 30 meters, as specified in the Tender Dossier.

The review expert explains that the claim of the complaining EO is not valid because the recommended for the contract has submitted the evidence according to the request of the tender dossier.

The complaining EO claims that the recommended for the contract has not fulfilled the request, for the Vacuum lifting system for glass and facade elements it has not been proven in accordance with the required minimum capacity, as the technical specifications and supporting documentation that proves the fulfillment of this criterion are missing.

The review expert explains that the evidence is according to the request of the tender dossier.

Also, the complaining EO regarding the equipment claims that the Agreements for the use of the equipment presented by the EO are not detailed and do not clearly specify the types of

equipment, the respective capacities and their availability, making it impossible to verify the fulfillment of the technical requirements.

The review expert explains that this claim of the complaining EO is not valid, because the agreements for the use of the equipment are signed and clearly drafted. The review expert finally assesses that the contracting authority has fully respected Article 59 of the LPP, because the offer of the complaining EO has an error that cannot be corrected according to the provisions of Article 59 of the LPP, due to the error in the unit price.

Regarding the claims of EO ADA CONSULTING GROUP SH.P.K., the review expert through report no. 2026/0073 has assessed as follows:

The review expert explains that the complaining EO, dissatisfied with the decision (B58) of the Contracting Authority/Ministry of Health for the award of the contract, has filed a complaint with the PRB, with the claim that the CA has not evaluated the bids based on the provisions of the LPP.

The contracting authority, after completing the evaluation of the bids, notifies the complaining EO with the standard letter of the eliminated tenderer.

The complaining EO is eliminated with the following justification:

Regarding the first reason for elimination, where the CA claims that the complaining EO has intervened in the preliminary measures, specifically on page no. 2 of the bill of quantities, the review expert assesses that this justification given by the CA is not valid, due to the fact that there is no interference in the text or any change in quantity or in the price per unit. This can be ascertained as a technical error during the printing of the bill of quantities and at the same time the expert explains that regarding this point everything is legible and clearly visible. Regarding the second reason for elimination, where the CA claims that it has not provided evidence for request no. 3 where the CA requested min. 40 workers, with the technical profile of the worker.

The complaining EO claims that we have presented the list of workers together with technicians in total with a total of 41 employed or engaged for this project, for the workers who have been engaged for this project, an agreement has been offered on behalf of the project through which in case we are successful they will be engaged as staff for the implementation of the project, the other workers are part of the company and if the CA had any doubts in this regard, it should have been in accordance with the legal acts provided for by the LPP, article 72 to request clarifications.

The review expert, regarding this claim, clarifies that the complaining EO has not fulfilled the request of the tender dossier, because the evidence in relation to the request no. 3 of the CA has been requested:

- Evidence 3. - List of staff min. 40 workers, with the technical profile of the worker,
- Contracts or work agreements for this project.

In the specific case, the review expert explains that the complaining EO has offered 21 employment contracts with technical staff. Therefore, the claim of the complaining EO does not stand.

Regarding the elimination, regarding the fact that the CVs of the leading technical staff are not complete, the review expert assesses that this claim of the CA does not stand, because it should have been clearly specified what is missing in the CVs of the technical staff where a large number of technical staff were requested. Therefore, this reasoning of the CA does not stand.

Regarding the hydrotechnician, the review expert assesses that the complaining EO has fulfilled the requirement of the tender dossier, with the diploma of (D. Musliu) because the diploma states that he is an installer of water, sanitation and energy systems, graduated in 2018, a fact that the CA itself has also accepted in the decision on the request for reconsideration.

Regarding the request for a facade worker, for which the contracting authority claims that the complaining EO has not provided evidence, the review expert explains that the complaining EO claims that in our bid we have presented (Jonuz Vinarci) as a facade worker, as you can see in the photo the professional training certificate issued by the VTC.

The review expert assesses that the request for facader was not fulfilled by the complaining EO due to the fact that the complaining EO has provided training certificates and has not provided evidence according to the request of the tender dossier, where the CA has requested: Vocational high school diplomas (bachelor's diplomas are also accepted). Regarding the evidence for the waterproofer, the review expert assesses that the complaining EO, just like the request for facader, the complaining EO has provided only certificates and has not provided a diploma as required by the tender dossier. Regarding the technician D. Thaqi, the complaining EO claims that due to the volume of documents it was forgotten to attach the documentation for Donart Thaqi, but the CA in order to make a more realistic assessment and in accordance with Article 72 was able to request clarifications and will send them to you as you can see in the attached dilemma below. Regarding this claim, the review expert explains that the complaining EO has attached the diploma for (D. Thaqi) in his complaint, but has not submitted the CV and in his annex has not provided any facts regarding this issue.

Regarding the main manager of the workshop, Ms. Njomza Hoti, who according to the CA, does not meet the 10-year experience requirement since she graduated in 2014 and based on her own CV (which is not signed by the employer), it is evidenced that she has less than 8 years of experience (September 2016-continued PRB, but there are no references). The complaining EO claims that Njomza Hoti graduated in 2014 and was employed in 2015 (recorded in her CV and accompanied by references) in the company URB Pro from 2015 to August 2018. The review expert, based on the evidence provided by the workshop manager, assesses that they are contradictory, and clarifications should have been sought based on Article 72 of the LPP, because according to the references she completes it while not all this data is presented in the CV. Regarding the elimination, regarding the graduated civil engineer Mr. Halil Bytyqi, who according to the CA, has not presented a certificate that he has completed training on safety, health at work or fire protection training. The complaining EO claims that for the engineer in

question we have submitted the required documents but due to the volume a technical omission was made when the certificate in question was forgotten, therefore the CA through the request for clarification easily had the opportunity to prove this. The review expert explains that in the offer of the complaining EO the occupational health and safety certificate was not submitted, this is also accepted by the complaining EO in his complaint submitted to the PRB.

Regarding the Graduated Electrical Engineer, where the CA claims that there is no one to present in the offer at all and the complaining EO claims that we have presented Mr. Agim Kastrati and have uploaded his file, this is proven through the form generated by the procurement system. The review expert explains that the claim of the complaining EO is not valid, because the diploma of (A. Kastrati) is a diploma of a graduate energy engineer and that it does not meet the requirement 4.6 of the CA because in the requirement 4.7 of the tender dossier it is requested - "A Graduated Engineer (Master) in Electrical Engineering. Regarding the Machinery Engineer Mr. Shukri Krasniqi, who according to the CA has not presented a contract, but the contract of Mr. Halil Bytyqi has been presented. The complaining EO claims that in this case a technical error occurred, the file was submitted for Shukri Krasniqi but there is some confusion regarding the contract, but the CA with a request for clarification would receive the contract in question from us. The review expert explains that the justification given by the CA is valid because the complaining EO has not offered a contract for the aforementioned engineer and at the same time the review expert explains that according to the provisions of Article 72.3 of the LPP, the verification of this contract whether it existed before the opening is objectively not possible. Regarding the environmental engineer, where the CA has stated that it has not presented the certificate that it has completed training in safety, health at work or fire protection training. The complaining EO also in this case states that the CA in these cases in order to make the most fair assessment using Article 72 of the LPP could have requested clarifications regarding the certificates in question that due to the large volume of documents have been forgotten. The review expert assesses that the justification given by the contracting authority is valid because the same has not submitted the aforementioned certificate.

Regarding the Geodetic Engineer, who according to the CA has not presented the certificate that he has completed training in safety, health at work or fire protection training. The complaining EO claims that we have presented the evidence of the Geodetic Engineer to Mr. Xhavit Fetahu and we have also attached the certificate for safety at work which was attached to his file. The review expert explains that the complaining EO has submitted the above-mentioned certificate issued by a private institution, but which according to the data is licensed by the MLSW. Regarding the reason for elimination that the complaining EO has not presented at least three people from the staff

4.3-4.10 who will have to be certified by the MLSW (MFPS) for safety and health at work and by the EMA for fire protection (the certification decision issued by the MLSW (MFPS) and EMA is also accepted as evidence).

The complaining EO claims that we have provided the list of staff with the accompanying documentation where we have personnel certified by the EMA and the MLSW within the staff.

For any ambiguity, the CA could have requested clarifications, considering the large volume of documents that were requested, it is possible that some evidence was forgotten without being charged, for this reason the CA had to request clarifications in order to make the assessment as realistic as possible.

The review expert, regarding this issue, assesses that the complaining EO has not provided the evidence as requested in the tender dossier and this fact is also confirmed by the complaining EO itself in its complaint, which states that "it is possible that some evidence has been forgotten without being uploaded". Regarding the reason for the elimination, it is that one of the staff has not presented himself as a certified expert in the field of welding by a competent institute with at least five years of work experience after receiving the certificate.

The complaining EO claims that we have engaged for this position Mr. Arsim Maluku who is certified for welding, taking into account the large volume of documents that were requested, it is possible that some evidence has been forgotten without being charged, for this reason the CA had to ask for clarifications in order to make the assessment as realistic as possible. The review expert assesses that this claim of the complaining EO does not stand, which, just like in the above-mentioned claim, states that "it is possible that some evidence has been forgotten without being charged". Regarding the reasoning of the contracting authority that the complaining EO does not meet requirement no. 5 of the tender dossier and contract notice, the requirements on technical and/or professional capabilities 9.1 & 9.2. In the list of equipment offered, it has not presented equipment no. 4 according to the request, the equipment listed in pos. 4 in the request (Vacuum lifting systems for glass, for facade elements up to 500 kg).

The complaining EO, in its complaint, the same as in the above cases, declares and accepts that it has not submitted evidence, but all this has happened due to the volume of a technical error where, as a result of many documents that were requested in this procedure, the evidence related to this equipment has not been uploaded.

The review expert assesses that the claim of the complaining EO regarding this justification for the elimination does not stand because the same has not submitted evidence for this request of the CA.

The review expert, in the end, assesses that the contracting authority has respected the provisions of Article 59 of the LPP, due to the fact that the complaining EO, admits that in its bid it has not submitted some evidence according to the requirements specified in the tender dossier and the contract notice.

-Regarding the claims of EO NIKA PrO- Ing SH.P.K., the review expert through report no. 2026/0074 has assessed as follows:

The review expert clarifies that the complaining EO, dissatisfied with the decision (B58) of the CA-Ministry of Health, for the award of the contract, has filed a complaint with the PRB, alleging that the CA did not evaluate the bids based on the provisions of the LPP.

The contracting authority, after completing the evaluation of the bids, notifies the complaining EO with the standard letter of the eliminated tenderer.

The complaining EO is eliminated with the following justification:

Regarding the reason for the elimination of the complaining EO, which was eliminated for an error in the unit price

in position M 9.11, the Review Expert explains that the complaining EO in his complaint claims that we are dealing with a technical error, therefore according to the complaining EO the CA/MH should have corrected it and continued.

The Review Expert assesses that the claim of the complaining EO is unfounded, because in this specific case we are dealing with a change in the unit price which, according to the provisions of Article 59 of the LPP, is not allowed, therefore the unit price is not changed.

Therefore, the correction of the unit price as explained above is not allowed according to the provisions of Article 59 of the LPP and cannot be considered as a technical error. Regarding the second reason for elimination, regarding the bank certificate of the leader Anion Mep, which according to the CA, the certificate is not as requested, the review expert explains that the certificate does not state that funds are available for this project. Also, the complaining EO in its complaint does not provide any new evidence with which it proves but only claims that the funds are in the account of EO Anion Mep, so the evidence is not according to the request of the tender dossier where the contracting authority in request 2 specifically requested the evidence: Evidence 2. Original confirmation letter (Declaration) signed and stamped by the Banking institution for EO or GOE, which confirms the availability of one (1) million Euros in the company's bank account available for this project, or a bank certificate (promissory note) confirming that the company can obtain an unconditional loan of one (1) million EUR, if necessary on behalf of the project.

Regarding the third reason, where according to the CA, the decision to appoint staff was made only by EO Nika as a member of the consortium and was not signed by the group leader. Regarding this issue, the review expert assesses that the CA, in accordance with Article 72 of the LPP, should have clarified with the economic operator. Regarding the reasoning of the contracting authority that the consortium leader did not offer any engineers - staff and this is in contradiction with the consortium agreement, the review expert assesses that this reasoning of the contracting authority does not hold, because with the consortium agreement, responsibilities are divided by percentage and staff or machinery are not divided. The complaining EO claims that the CA's reasoning regarding the request for a test report for X-Ray is unfounded, with the reasoning that the consortium member has submitted the technical acceptance report, which mentions all installed equipment, including the X-Ray system. Regarding this issue, the Review Expert explains that the contracting authority has requested a test report for the X-Ray system and that only the technical acceptance report for the installed equipment is not enough. Regarding the elimination of the complaining EO, regarding the fact that E. Suka has not documented his work experience in his CV, the Review Expert assesses that this claim is unfounded because the complaining EO has also submitted references in which the work experience of E. Suka is noted. Regarding the reason for the elimination regarding the lack of a diploma of (B. Emini) as a Hydrotechnician, the complaining EO claims that we have also

appointed (F. Selmanaj) for this profession and at the same time we have attached all the evidence as requested. The review expert assesses that this claim is valid because the tender of the complaining EO contains the diploma of F. Selmanaj as a Hydrotechnician.

Regarding the lack of experience of (F. Musliut) central heating installer, the review expert assesses that he graduated on the date: 15.06.2020, while the evidence regarding work experience is from 2021, which results in fulfilling the requirement of the tender dossier regarding work experience, as well as evidence there is also a reference issued for the above-mentioned person. The complaining EO is eliminated by the CA, also for some expired certificates, for which the complaining EO claims that we have submitted sufficient evidence, regarding this request, the review expert has noticed that some fire protection certificates are expired, but the complaining EO does not provide any argument regarding this issue, therefore the claim of the complaining EO that we have fulfilled this request does not stand. Regarding the lack of experience of the workshop manager, who should have managed at least one hospital facility, the review expert assesses that he should not have been eliminated on this grounds because the manager named in his CV has a project identified for which clarifications should have been requested based on Article 72 of the LPP.

Regarding the lack of 10 years of work experience of the Architectural Engineer (H. Qorri), the review expert assesses that in his CV he has presented many projects, but has not submitted references with which he would prove the required experience. Regarding the lack of evidence - occupational health and safety certificate and references for the engineer (K. Rapi), the review expert assesses that the complaining EO has not submitted the minimum evidence for the aforementioned engineer, therefore, the claim of the complaining EO does not stand. Regarding the lack of a license for drafting VMN reports for the environmental engineer (E. Zaka), the complaining EO claims that even in this case clarifications should be requested according to Article 72 of the LPP. The review expert clarifies that the evidence regarding the request/evidence for a license for drafting VMN reports for environmental engineering has not been submitted. Regarding the lack of evidence/certificates issued by the MLSW for three staff members according to points 4.3 and 4.10 of the tender dossier, even in this case the complaining EO claims that additional clarifications should be requested according to Article 72 of the LPP. The review expert clarifies that the complaining EO has not submitted the evidence according to the request of the tender dossier, specifically points 4.3 and 4.10 of the tender dossier. Regarding the CA's reasoning that the complaining EO did not provide evidence of being a certified expert in the field of welding by a competent institute, the review expert explains that the complaining EO provided all other evidence except for certification as a welding expert, therefore the complaining EO did not fulfill the CA's request.

Regarding the CA's reasoning for the lack of evidence for the equipment listed in the standard letter, the review expert assesses that in that case the CA should have sought clarification regarding the uncertainties it had because the complaining EO submitted evidence as requested by the DT. The complaining EO claims that the offer of the EO recommended for the contract is irresponsible with the claim that the EO declared the winner did not meet the financial requirement for the value of the letter of support/bank guarantee, since a value of EUR

980,000.00 was submitted, while the Tender Dossier expressly requested a minimum value of EUR 1,000,000.00 €. The lack of EUR 20,000.00 constitutes non-fulfillment of a financial elimination criterion and, as such, the offer cannot be considered responsive in the sense of Article 59 of the LPP. After examining all evidence regarding the request of the tender dossier, the review expert clarifies that the evidence submitted by the recommended EO is according to the request of the tender dossier and the offered value exceeds 1,000,000.00. €

The complaining EO claims that the consortium recommended for the contract does not meet the request of the tender dossier regarding contracts and references.

Requirement 2. The EO or GOE must prove that it has successfully completed similar projects - construction or renovation of buildings, with a total value of not less than 15 Million Euros, during the past three years from the Contract Notice. In the case of a group of EOs, at least 51% of the completed works is required for the group leader. The EO or GOE must prove that during its experience in the field of construction it has completed at least one hospital project of great value (required for the leader in the case of a group), where works related to X-ray, Medical Gas, ventilation, air conditioning, Automatic X-ray doors, etc. have been carried out. (Projects may have been started earlier but must have been completed during the past 3 years from the Contract Notice). The review expert explains that the CA, during the evaluation of the bids, requested additional clarifications regarding the contracts and references of the EO recommended for the contract and in response, the EO recommended for the contract provided the clarifications requested by the contracting authority, with which it managed to prove that the same meets the requirements of the tender dossier and the contract notice regarding the references requested according to the request cited above, but due to the large volume of documents, the review expert cannot attach them, although they are uploaded to the e-procurement platform.

Regarding the claim regarding the equipment for lifting glass for facade elements up to 500kg, the review expert assesses that this claim does not hold, where the complaining EO declares that from our analysis it results that the equipment has a capacity of 600kg, it does not hold because in the Customs Dud it does not say that it is 600 kg. Regarding the claim of the complaining EO, regarding request no. 4 of the tender dossier, where the complaining EO claims that the recommended for the contract has not provided evidence according to the request of the CA for 40 people as technical staff, the review expert clarifies that it does not hold because the evidence is according to the request of the tender dossier and at the same time I clarify that the recommended for the contract in his bid has offered 48 people regarding this request of the tender dossier and the contract notice. Also, the complaining EO claims that the Consortium declared the winner, in the list of staff presented, has declared Mr. Nikolla Dani who has appeared in both economic operators that have applied in this procurement activity and according to the complaining EO, it was necessary to verify this fact. The review expert assesses that the presentation of evidence in two offers does not constitute any legal violation according to the provisions of the LPP, therefore this claim does not stand.

The complaining EO claims that with the Decision of the Public Procurement Office no. 1278/25, the PRB has blacklisted an economic operator, for which the engineer V. Goxhuli has declared that he is not part of the staff of any other company, therefore the complaining EO

claims that the engineer in question is not part of the EO recommended for the contract. The review expert assesses that this claim does not stand. The review expert finally assesses that the CA has fully respected Article 59 of the LPP, because in the offer of the complaining EO, there is an error that cannot be corrected according to the provisions of Article 59 of the LPP, due to the error in the unit price, which according to the provisions of Article 59 of the LPP, prevails and cannot be changed. - Findings of the Review Panel - The Rules of Procedure of the Public Review Body, which is published on the PRB website, in Article 20, paragraph 2 of the Rules, stipulates the requirements for the Contracting Authority and the Economic Operator that all information and notices must be submitted and communicated through the public communication platform, if possible. Based on the documents in this case, the Panel considers that regarding the issue in the concrete case, there is no need to convene a hearing with the parties, within the meaning of Article 24, paragraph 1 of the PRB Rules of Procedure, taking into account the fact that the claims of the parties and their submissions, the evidence and the report of the review expert provide sufficient data to decide on the merits.

The Review Panel assesses that the Review Expert Report, drafted at the request of the Panel regarding the dispute in this case of public procurement activity, contains the essential elements of such a document as foreseen by the provision of Article 113 in conjunction with Article 114 of the LPP, according to which the expert is required to review all procurement documentation, including all complaint claims and to provide the Panel and all parties to the dispute with an independent and professional assessment of the procurement activity and the validity of the complaint claims. However, it should be noted that the legal fact that the expert report is not binding on the Review Panel and that each such report is assessed and/or analyzed in the general context of the case files, the alleged facts and other possible evidence, taking into account the nature of the possible violations, the course, nature and purpose of the procurement activity, therefore, the fact in which cases and for what, the Panel relies or not, on the expert report and/or any of the recommendations, is a matter of his/her independent and professional judgment, as these responsibilities are addressed in the sense of Article 98, 99 in conjunction with Article 105 of the Public Procurement Law. According to the above, the review expert has professionally and objectively handled the claims of the complaining economic operators. The argumentation in the review expert's report is quite detailed, understandable and fully based on the relevant documents referring to the procurement activity. The findings in the review expert's report can be confirmed through the tender dossier and the documents with which the tenderers have submitted their bids. The review expert's report assessed that the claims of the complaining economic operators are unfounded and the decision of the contracting authority remains in force.

Based on the documents of this case and the primary purpose of the complaint, the Panel considered that regarding the issue in the concrete case, the submissions of the parties and their actions constitute a sufficient basis to decide on the merits. In this case, the Review Panel based its findings mainly on the relevant provisions of the LPP, which foresee and regulate such situations, which may arise during a procurement activity, as in this case. 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 and her opinion are acceptable in terms of the recommendation to

maintain the decision of the contracting authority and that the Panel rightly took into consideration his Report in the decision without the need to repeat them. Based on the report of the review expert, the evidence presented by the complaining economic operators, the documents of the tender dossier and other evidence of the case, it has been found that the complaining claims are partially founded. Based on the factual situation established as above, the Review Panel has given credence to the recommendation in the report of the review expert to maintain the decision of the contracting authority. Consequently, the Review Panel has found that the claims of the complaining economic operators are partially founded. 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 complaining claims, taking into account all the case files and the recommendations of the review expert, has found that the complaints of the Economic Operator EO "Acerler Insaat Taahot MadenCilik Muhedislik Nakliyat VeSarrafıye Tiic.LTD.Sti", EO "Nika PrO- Ing" SH.P.K and EO "Ada Consulting Group" SH.P.K, should be Approved as partially founded, but insufficient to change the decision of the contracting authority. Consequently, the Review Panel has decided to remain in force the Notice on the decision to award the contract of the Contracting Authority - Ministry of Health, related to the procurement activity "RITENDER "Construction of the Emergency Medicine Center at QKUK - continuation of the project", with procurement number 206-25-8662-5-1-1.

The Panel notes that regarding the complaint with number 2026/0069, among other things, regarding the reason for the elimination of the complaining EO that it did not provide evidence - X-ray test report, but submitted a calibration report of the equipment, the review expert explains that the CA/MH, in the tender dossier of request-evidence no. 2, the review expert assessed that the CA could have clarified based on Article 72 of the LPP, but that the complainant in the justification of the elimination, in his bid, has set prices for wrong units, 1,285.20 while 918.00€ should have been set, he has acted similarly in two other positions and according to the provisions of Article 59 of the LPP, they are not allowed, therefore there is no sufficient basis to change the decision of the CA. Also, regarding complaint 2026/0073, among other things, regarding the evidence for the waterproofing, there was legal scope to apply the provision of Article 72 of the LPP, but insufficient for this complaint to be approved as well-founded since the complaining EO itself has admitted in other claims that a technical omission was made as the cause of the volume and a certain certificate was forgotten and the same was not submitted. While regarding complaint 2026/0074 regarding the lack of experience of the workshop manager, who should have managed at least one hospital facility, the manager has a project listed in his CV for which clarifications should have been requested on the basis of Article 72 of the LPP, but the EO, in justifying the elimination, had errors in the price per unit, which according to the provisions of Article 59 of The LPP cannot be amended, therefore the complainants have failed to prove with sufficient concrete evidence that there was a legal violation by the contracting authority during the conduct of the procurement activity.

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 in its entirety 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 singled out especially in the challenged decision of the contracting authority and have been analyzed and argued without objection by this Panel. Among other things, in the challenged decision of the contracting authority and in the reports of the review expert, fair explanations have been given also in relation to the complaints. The Panel notes that the reasons given in the challenged decision of the contracting authority are professional and argued without objection with material evidence, without the need to describe them again. Therefore, the Panel supports the assessments of the review expert with recommendation, who explained in his expertise report with number; 2026/069,073 and 074, that during the development of this procurement procedure, the contracting authority has implemented the legal provisions of the LPP. The review panel emphasizes that in accordance with Articles 1 and 6 of the LPP, Contracting Authorities exercise their institutional independence in the public procurement process, however, it remains within the competences and responsibilities of this body to review complaints and legality in the procurement process according to Article 24, paragraph 2 of the LPP cited "The contracting authority is responsible for ensuring that all procurement activities of such contracting authority are executed in full compliance with this law" in relation to Article 59,1 cited "The contracting authority shall establish an Evaluation Commission for the examination, evaluation and comparison of bids. All members of the Evaluation Commission take full individual responsibility for the evaluation of the bid".

The Review Panel emphasizes that each contracting authority (at the 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 concrete case had the right to decide also on the EO recommended for contract award based on Article 24 paragraph 2 of the LPP cited "The contracting authority is responsible for ensuring that all procurement activities of such contracting authority are executed in full compliance with this law".

The Review Panel based on the fact of partial approval of the complaint of the complaining economic operators; EO "Acerler Insaat Taahot MadenCilik Muhedislik Nakliyat Ve Sarrafiye Tiic.LTD.Sti", EO "Nika PrO- Ing" SH.P.K as well as EO "Ada Consulting Group" SH.P.K..., the appeal fee is returned in the amount deposited by the complaining economic operators based on Article 31 par. 4 of the PRB's Rules of Procedure.

The Review Panel has decided in accordance with the legal competences in terms of Article 104 paragraph 1 in connection with Article 103, Article 105 and Article 117 of the LPP to implement the procurement review procedure in a prompt, fair, non-discriminatory manner, with the aim of resolving the case legally and effectively. Therefore, the Review Panel based its findings on the relevant provisions of the LPP, which foresee and regulate such situations that may arise during a procurement activity.

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

President of the Review Panel

Mr. Isa Hasani

Legal advice:

An appeal is not allowed against this decision, but the dissatisfied party can appeal to the Commercial Court, 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 HEALTH;**

1x1 EO – **Acerler Insaat Taahot MadenCilik Muhendislik Nakliyat Ve Sarrafiye Tiic.LTD.Sti, ADA CONSULTING GROUP SH.P.K., NIKA PrO- Ing SH.P.K;**

1x1 Archive of the PRB