

**IN THE PUBLIC PROCUREMENT APPEALS AUTHORITY**

**APPEAL CASE NO. 18 OF 2022-23**

**BETWEEN**

**M/S RICH JUNIOR ENGINEERING COMPANY LTD.....APPELLANT**

**AND**

**PANGANI BASIN WATER BOARD.....RESPONDENT**

**DECISION**

**CORAM**

- |                           |                       |
|---------------------------|-----------------------|
| 1. Adv. Rosan Mbwambo     | - Ag. Chairperson     |
| 2. Ms. Ndeonika Mwaikambo | - Member              |
| 3. Mr. Pius M. Nponzi     | - Member              |
| 4. Mr. James M. Sando     | - Executive Secretary |

**SECRETARIAT**

- |                        |                              |
|------------------------|------------------------------|
| 1. Ms. Florida Mapunda | - Deputy Executive Secretary |
| 2. Ms. Violet Limilabo | - Senior Legal Officer       |

**FOR THE APPELLANT**

- |                          |                                                             |
|--------------------------|-------------------------------------------------------------|
| 1. Mr. Pascal Mshanga    | - Advocate - Adare Advocates                                |
| 2. Eng. Richard M. Meela | - Managing Director- Rich Junior<br>Engineering Company Ltd |

The page contains two handwritten signatures. The signature on the left is a stylized, cursive 'R' followed by a horizontal line, likely representing Richard M. Meela. The signature on the right is a more complex, cursive script, likely representing Pascal Mshanga.

## FOR THE RESPONDENT

- |                         |                                           |
|-------------------------|-------------------------------------------|
| 1. Mr. Yohana Marco     | - State Attorney –OSG                     |
| 2. Mr. Segule Segule    | - Pangani Basin Water Board Director      |
| 3. Mr. Camilius Ruhinda | - Senior State Attorney – OSG             |
| 4. Ms. Maria N. Shauri  | - Principal Supplies Officer II           |
| 5. Ms. Jane Kabogo      | - Principal Community Development Officer |

**M/S Rich Junior Engineering Company Ltd** (hereinafter referred to as **"the Appellant"**) has preferred this appeal against **Pangani Basin Water Board** (hereinafter referred to as **"the Respondent"**). The Appeal arises from an award of Contract No. AE/061/2021-2022/W/04 for Rehabilitation of Horohoro Dam at Duga Ward in Mkinga District Council at Tanga Region (hereinafter referred to as **"the contract"**). According to the documents submitted to the Public Procurement Appeals Authority (hereinafter referred to as **"the Appeals Authority"**) the background of this Appeal may be summarized as follows: -

According to the Appellant, on 26<sup>th</sup> March 2022 through a phone call from the Respondent it was invited to visit the Respondent's offices. Upon arrival to the Respondent's offices on 27<sup>th</sup> March 2022, the Appellant was issued with a tender document containing Bill of Quantities (BOQ) and was required to fill and submit on the same date as the bid was urgently required for the execution of the contract.

The Appellant accordingly submitted the bid attaching with it other relevant documents. After completion of internal processes on 3<sup>rd</sup> April 2022, the Respondent issued an award letter to the Appellant. The said letter notified the Appellant that it has been awarded the contract at Tanzanian Shillings One Billion Eighty Nine Million Eight Hundred Eighty Thousand Eight Hundred and Sixty only (TZS 1,089,880,860.00) VAT inclusive. The award letter also invited the Appellant to attend the contract signing ceremony which was set on 5<sup>th</sup> April 2022.

The Appellant accordingly accepted the award vide a letter with Ref. No. RICH/JUN/PBWB/KIL/06/04/22 dated 4<sup>th</sup> April 2022. The Appellant then visited the Respondent's offices on 5<sup>th</sup> April 2022 for purposes of signing the contract. However, the Appellant was informed that the contract could not be signed because the funds for the project were yet to be received from the Treasury. The Respondent also informed the Appellant that the preparation of the contract was underway and once completed it would be notified. The Appellant received an email from Eng. Honest Kornelio Msechu one of the Respondent's employees on 8<sup>th</sup> April 2022. The said email attached a document titled the Contract Agreement between the Respondent and the Appellant for the latter's to review.

The Respondent through a letter, Ref. No. PBWB/DAMS/FC/44/62/01/84 dated 14<sup>th</sup> September 2022, invited the Appellant for a meeting scheduled on 16<sup>th</sup> September 2022 to discuss various issues relating to inspection of equipment required for construction of Horohoro Dam. On 15<sup>th</sup> September 2022, the Appellant wrote a letter to the Respondent informing the latter

that it has realised that the scheduled meeting intends to discuss leasing of equipment required for rehabilitation of Horohoro Dam project, the contract of which had already been awarded to the Appellant. The Appellant declined to attend the scheduled meeting.

On 16<sup>th</sup> September 2022, the Respondent responded to the Appellant's letter. In this response letter the Respondent informed the Appellant that what has been referred by it as a contract does not have any legal authenticity to be considered as a contract due to procedural irregularities, namely: -

- i. The Tender Document was not issued to the Appellant through Tanzania National electronic Procurement System (TANePS) contrary to Sections 38(h) and 39(c) of the Public Procurement Act No. 7 of 2011, as amended (herein after referred to as "**the Act**") and Regulation 57 of the Public Procurement Regulations as amended (hereinafter referred to as "**the Regulations**");
- ii. There were no formal negotiations conducted between the parties contrary to Section 76 of the Act;
- iii. The Notice of Intention to award the contract was not issued contrary to Section 60(3) of the Act; and
- iv. The contract has been awarded to the Appellant without approval of the Tender Board.

It is this reply letter that triggered complaint which resulted into this appeal. On 26<sup>th</sup> September 2022, the Appellant applied for administrative review to the Respondent. On 30<sup>th</sup> September 2022, the Respondent, in

response, invited the Appellant to attend a meeting scheduled on 3<sup>rd</sup> October 2022 to discuss all issues raised by the Appellant and agree on the way forward. On 3<sup>rd</sup> October 2022, the Appellant attended the meeting as scheduled. In this meeting all principal officers of the Respondent including RUWASA Regional Manager attended. According to the Appellant, the Respondent begged not to pursue this matter further. The Respondent proposed, as a way forward, that the Appellant would execute earthwork for TZS 600 million while the Respondent execute civil works. The Appellant asked for minutes of the meeting indicating the deliberations. The Respondent promised to share the minutes shortly but failed hence on 17<sup>th</sup> October 2022, the Appellant lodged this Appeal.

When the matter was called on for hearing the following issues were framed: -

- 1.0 Whether there was a valid Tender which led to award of the contract to the Appellant.**
- 2.0 Whether the Respondent's letter of award and acceptance thereof constituted a valid agreement.**
- 3.0 Whether having awarded the contract to the Appellant, the Respondent could subsequently float a tender on the same project; and**
- 4.0 What reliefs, if any, are the parties entitled to?**

## **SUBMISSIONS BY THE APPELLANT**

In this Appeal the Appellant was represented by Mr. Pascal Mshanga, learned Advocate. The learned counsel was accompanied by Eng. Richard M. Meela, the Appellant's Managing Director who gave a brief background of the matter. According to him on 26<sup>th</sup> March 2022 he received a phone call from the Respondent principal officer, one Eng. Msechu inviting them to visit the Respondent's offices on 27<sup>th</sup> March 2022. The Managing Director visited the Respondent's offices as required. He met another contractor and were both referred to meet Eng. Msechu who asked the Appellant's Managing Director to go first.

When he got in Eng. Msechu's office, the Appellant was informed that, the Respondent has been asked by the Treasury to secure a qualified contractor to urgently execute a project for construction of Horohoro dam. He further stated that given the Appellant's CV and the urgency of the project, the Respondent is not going to advertise the tender in TANePS as that process would take longer than required. Therefore, Eng. Msechu has been asked by his boss to get two contractors with ability to perform the works and ask the two contractors to submit quotations.

The Appellant was then issued with a tender document which contained BOQ. The Appellant prepared its tender and submitted the same to the Respondent on the same day. Upon completion of internal processes, on 3<sup>rd</sup> April 2022 the Appellant was issued with a letter of award. On 4<sup>th</sup> April 2022 the Appellant accepted the award. On 8<sup>th</sup> April 2022 the Appellant got an email from the Respondent. In this email a draft contract agreement

was attached for review and inputs, if any. The Appellant reviewed the same and confirmed that it was alright. Eng. Msechu informed the Appellant to wait for official signing date. Instead of getting invitation for the signing the Appellant was invited to attend a meeting to discuss leasing of equipment for the contract. The Appellant was aggrieved, hence filed an application for administrative review which resulted to this Appeal.

After such a background the learned counsel for the Appellant commenced his submissions. He submitted on the first issue that given the background or facts of this Appeal as given by the Managing Director it is evident that there is a valid tender floated by the Respondent and that the Appellant was among the two tenderers who were invited to participate. The learned counsel contended that the Respondent issued tender documents to the Appellant. The Appellant filled up the tender document and submitted all the relevant information which were required. The Appellant won the tender and was awarded the contract through a letter dated 3<sup>rd</sup> April 2022.

The learned counsel submitted further that, procuring entities are at liberty to choose procurement method which suits their requirements. A tenderer has nothing to do with the procuring entity's internal processes. According to the Appellant, the Respondent through its letter dated 16<sup>th</sup> September 2022, indicated that it was aware of the existence of the tender as it pointed out shortfalls of the tender process. The said shortfalls were particularly the Respondent's weaknesses. The learned counsel contended that according to the "common law indoor principle" when a company conducted an act leading to a particular result, the outcome thereon

cannot be faulted by the company's own fault. Therefore, the Respondent is estopped from diverting from its previous decision of awarding the Tender to the Appellant. The learned counsel expounded that the letter dated 30<sup>th</sup> September 2022 indicates categorically that the Respondent recognizes existence of the tender. That is why the Respondent wanted it terminated.

The learned counsel referred to regulations 116 to 125 of the Regulations contending that none of the procedures prescribed in these regulations were contravened in this tender. The learned counsel concluded the first issue insisting that there is a valid tender which led to the award of the contract.

Regarding the second issue the learned counsel commenced his submissions by making reference to a Latin maxim "*Nullus commodum copere potest de injuria sua propria*" which means no man can take advantage of its own wrong. He also referred the Appeals Authority to the case of **Ashok Kapil vs Sana Ullah (Dead) and Others**, Supreme Court of India, 1996 where the principle that no man can take advantage of its own wrong was elucidated.

The learned counsel submitted that the Appellant submitted its tender to the Respondent. The Respondent offered the award of the contract and the Appellant accepted the offer. Therefore, the contract was created. On this the learned counsel relied on the provisions of Section 4 (2) of the Law of Contract Act, Cap 345 R.E. 2019 which recognizes that offer and acceptance form a formal contract. The only thing that remained was

formalization of the contract by signing. The learned counsel submitted that Section 60(11) of the Act before its amendment of 2016 stipulated clearly that a procurement contract was deemed into force when a written acceptance is communicated to a tenderer. The wording of Section 60(11) before its amendment was like Section 4(2) of the Law of Contract Act, Cap 345 R.E. 2019. Thus, it was the learned counsel's submission that in public procurement once an offer has been made and acceptance thereof has been given a contract is concluded.

Section 53(2) of the Interpretation of Laws Act, Cap 1 R.E. 2019, provides that when a written law contains the word "*shall*", it should be interpreted to mean that the function so conferred must be performed. The Respondent has awarded the contract to the Appellant; hence formal signing should be finalized as required by the law.

The Appellant disputes the Respondent's assertion that there was no valid contract due to irregularities found on the tender process. According to the Appellant, the pointed shortfalls are the Respondent's own weaknesses and therefore cannot invalidate the award. The learned counsel further submitted that, Section 96(3) of the Act provides for remedies to be taken against the Respondent's employees who did not comply with the requirements of the Act and its Regulations throughout the Tender process. The remedy is not to punish the Appellant who acted according to the Respondent's instructions. Therefore, the Appellant concluded its arguments on the second issue by stating that the Respondent's letter of award and acceptance thereof proves existence of a valid agreement.

In relation to the third issue the learned counsel for the Appellant submitted that the Respondent's letters dated 14<sup>th</sup> September 2022 and 16<sup>th</sup> September 2022 indicate clearly that the Respondent intends to execute the contract awarded to the Appellant through force account. The learned counsel submitted that, if the Respondent intended to execute the project through force account, it ought to have invoked Regulation 167 of the Regulations which provides guidance on force account. The Respondent prior to inviting the Appellant to participate in the tender, ought to have determined the method that would be used to execute the intended project. The Respondent's act of inviting the Appellant to participate in the tender and subsequently thereafter award the contract to the Appellant implies that the Respondent planned to execute the project through the Appellant. Thus, the Respondent's argument that it intended to execute the project through force account is not justifiable under the circumstances.

The learned counsel also invited the Appeals Authority to borrow a leaf from Section 135 of the Land Act Cap 113 R.E. 2019 which protects rights of *bona fide* purchasers. Terminating the award on the ground of procedural irregularities during the tender process or change of a method of tender should not affect the right of a tenderer who in good faith participated in the tender and was awarded the contract.

The learned counsel submitted that there is no provisions of the Act which can be used to vitiate the award of the contract made to the Appellant. The alleged failure to float the tender through TANePS, failure to issue

notice of intention to award, failure to conduct negotiations and failure to obtain Tender Board's approval are all the Respondent's faults. The Appellant should not be victimized by the Respondent's non-adherence to the Act and the Regulations.

The learned counsel concluded his submission on the third issue by indicating that having awarded the contract to the Appellant; the Respondent is estopped from floating a new tender.

Finally, the Appellant prayed for the following orders:-

- (a) A declaration that the Respondent's letter dated 16<sup>th</sup> September 2022 and all acts and omissions to further that purpose are invalid, void and of no effect in law;
- (b) The Respondent to invite the Appellant to attend the formal contract signing ceremony on the date and at a place to be designated;
- (c) The Respondent to sign the formal contract with the Appellant and to execute its duties in it, including paying for it and giving the Appellant the cooperation needed.
- (d) In event the Appeals Authority see it right not to force the Respondent to continue working with the Appellant, require the Respondent to pay the Appellant the contractual price of TZS 1,089,880,860.00;
- (e) Payment of general damages of TZS 100,000,000/=in favour of the Appellant against the Respondent.

(f) Compelling the Respondent to pay the Appellant cost of the dispute as per the following breakdown:-

- i. Appeal filing fee TZS 300,000/-;
- ii. Legal consultation, drafting, preparing and dispatching documents before the Accounting Officer TZS 2,000,000/=
- iii. Legal service to conduct the Appeal before the Appeals Authority TZS 8,000,000;
- iv. Go and return air fee from Kilimanjaro to Dar es Salaam for two people to meet a lawyer and incidental expenses thereof in the preparation of the documents to challenge the Respondent's act TZS 1,000,000;
- v. Estimated costs for go and return air and land fare from Dar es Salaam to Dodoma for (Lawyer) and Kilimanjaro to Dodoma for the Appellant handling this Appeal TZS 2,000,000/=

### **REPLY BY THE RESPONDENT**

The Respondent was represented by Mr. Camilius Ruhinda learned Senior State Attorney and Mr. Yohana Marco, learned State Attorney. The learned State Attorneys were also accompanied by the Pangani Basin Water Board Director, Mr. Segule Segule and other senior officials from the Respondent's organisation. Mr. Segule gave a brief background essentially responding to what the Managing Director of the Appellant, Eng. Meela stated. Mr. Segule denounced original communications made between the

Appellant and Eng. Msechu including the award letter of 3<sup>rd</sup> April 2022 and the email of 8<sup>th</sup> April 2022 as well as its attachment. According to Mr. Segule, much as it is true that the Respondent intended to undertake the project mentioned in the letter of award the plan was to execute the project on their own through a force account method. That is why the Respondent conducted feasibility study and submitted a proposal to the Treasury for funding. All they needed from a service provider like the Appellant were equipment. That is the reason they invited the Appellant for discussion on leasing equipment only to be informed by the Appellant that it had already been awarded the contract. The Appellant refused to attend the said meeting on the ground that it has been awarded the contract for the execution of the same project. Efforts to resolve the problems failed, hence this Appeal.

After the background from the Respondent's Director, the learned State Attorneys commenced their submissions by stating that there is no valid tender. They challenged the learned counsel for the Appellant's proposition on the offer and acceptance principle contenting that the same applies to general law of contract and not in the procurement law and procedures. The learned State Attorneys submitted that the Appellant has not provided any evidence showing the invitation to tender, the date of submission of the alleged tender or the tender document. According to the learned State Attorneys the dates of invitation and submission of tenders are important in determining the validity of a tender. Reference was made to Section 71 of the Act and Regulation 191 of the Regulations which set tender validity period. The learned State Attorneys cited the case of **Low's**

***Creek Treated Timber (Pty) Limited and another versus the Public Procurement Appeals Authority and Two Others***, Misc. Civil Cause No. 14 of 2017, High Court Main Registry, at Dar es Salaam (unreported). In the referred case the court held that after expiry of the bid validity period any subsequent conducts thereafter would be invalid in the eyes of the law.

Section 71 of the Act requires a tender to be valid for a particular period specified in the tender document that would enable the procuring entity to finalize all the processes relating to the tender including signing of the contract. Since there was no tender document availed for the disputed tender, it is difficult to establish as to when the bid validity period was to be counted. Regulation 191 of the Regulations provides for a maximum bid validity period of 120 days from the deadline for submission of tenders. According to the same Regulation bid validity period may be extended for a further period prior to expiration of initially specified time. If the bid validity period is counted from the deadline for submission of tenders which according to the Appellant was on 28<sup>th</sup> March 2022, then the bid validity period expired sometime in July 2022. Thus, at the present there would have been no valid tender that would warrant the Appellant to institute this Appeal.

Furthermore, the Respondent doubts as to how the Appellant managed to submit its tender to the Respondent on 28<sup>th</sup> March, 2022 without any document to prove submission of the same. The Respondent stated further that if at all the referred tender existed, the Respondent failed to

comprehend how would the same be processed within hardly a week that is from 28<sup>th</sup> March 2022 when it was allegedly submitted to 3<sup>rd</sup> April 2022 when the letter of award was issued. According to the Respondent if at all the tender existed then it was marred with irregularities. Some of the irregularities are that it was not within annual procurement plan, it was not advertised through TANePs, it was not approved by the Tender Board, there is no notice of intention to award and negotiations were not conducted as per the requirements of the law.

On the proposition by the learned counsel for the Appellant that no one should benefit from its own wrong the learned State Attorneys while going along with it were quick to point out that no one should entertain contravention of the public policies and laws for its own benefits, either. Given the circumstances, that there were non-adherence to the requirements of the Act and its Regulations, the purported award to the Appellant was not proper in the eyes of the law.

In relation to the Appellant's argument based on Section 4(2) of the Law of Contract Act, the Respondent submitted that the Law of Contract is the general law and is applied when there is no specific law. The matter at hand is governed by the Public Procurement Laws. Section 60(11) of the Act provides clear guidance as to when a procurement contract enters into force. According to the said provision the procurement contract enters into force after the parties have signed the contract. As of now there is no signed contract between the Appellant and the Respondent. Thus, the Appellant's proposition that the contract enters into force when offer and

acceptance has been made is incorrect and contrary to Section 60(11) of the Act.

The Respondent submitted further that, assuming that a formal contract has been entered by the parties in compliance with Section 60(11) of the Act and Regulation 59 of the Regulations, the amount of the contract exceeds Tanzania Shillings One Billion and therefore the contract was required to be vetted by the Attorney General. Therefore, even if the same had been signed it would still not be a valid contract.

In response to the Appellant's prayers the Respondent submitted that the Appellant is not entitled to any relief since there was no valid tender that would warrant an institution of this Appeal. The Respondent indicated further that the Appellant is not entitled to costs as there is no Board Resolution which proves that there is an authorization for institution of this Appeal. The learned State Attorneys stated further that there is no Board Resolution which proves that the learned advocate has been engaged to pursue the appeal on behalf of the Appellant's company.

In support of their proposition the learned State Attorneys cited the cases of ***Ursino Palms Estate Limited versus Kyela Valley Foods Ltd***, Civil Application No. 28 of 2014, the Court of Appeal of Tanzania at Dar es salaam (Unreported) and ***Giant Machine and Equipment Ltd versus Gilbert R. Mlaki and Another***, Civil Case No. 5 of 2019, High Court of Tanzania, District Registry of Mbeya, at Mbeya (unreported). In the referred cases It was ruled that for legal proceedings to be instituted by the company there should be a Board Resolution authorizing such an act.

Further, for an advocate to qualify to represent the company there should be a Board Resolution authorizing his appointment.

Finally the Respondent prayed for the following orders:-

- a) Dismissal of the Appellant's Appeal;
- b) The Appellant to compensate the Respondent costs of this Appeal;  
and
- c) Any other remedies as the Appeals Authority deems fit and just to grant.

### **ANALYSIS BY THE APPEALS AUTHORITY**

#### **1.0 Whether there is a valid Tender which led to award of the contract to the Appellant**

The Appellant has submitted that two tenderers were invited to participate in the tender. The Appellant emerged a winner and was awarded the contract. The Respondent on the other hand denied having floated any tender and thus no award of the contract to the Appellant has been made. The Respondent's Director denounced all the correspondence made in the name of the Respondent by one Eng. Msechu. In any case, the Respondent submitted that the purported tender did not comply with the requirements of the Act and the Regulations.

The Appeals Authority reviewed the record of Appeal and observed that apart from the letter of award from the Respondent and confirmation of acceptance of award from the Appellant there are no other documents

which indicates that a tender existed. When the Appellant's Managing Director was probed on how he knew and participated in the tender he stated that most communications between the Appellant and the Respondent were made verbally.

Regulation 12 (1) and (2) of the Regulations read as follows:-

*"Reg.12(1) Subject to the provisions of these Regulations communication between tenderers and a procuring entity shall be in written or electronic form that provides a record of the content of the communication.*

*(2) communications between a tenderer and a procuring entity may be made by means that does not provide record of the content of the communication, provided that, immediately thereafter, confirmation of the communication is given to the recipient of the communication in a form which provides a record of the confirmation."*

The above quoted provision clearly indicates that, communications between tenderers and procuring entities are required to be in writing or in electronic form that provides record of contents of the communications. The provision elucidates further that where communications are made in a form that does not provide record of the content, thereafter such communications must be reduced in a form that provides record. It follows in the Appeals Authority's considered view that where communications are

made orally like is alleged in the instant case then the tenderer and the procuring entity should reduce them into writing to establish a record.

Apparently neither of the parties has produced any record to indicate that there was any invitation for tender or any procurement proceedings that took place.

According to Section 3 of the Act the term "procurement proceedings" has been defined to mean:-

"Proceedings to be followed by a procuring entity or any approving authority when engaging in procurement".

The record of appeal did not indicate that there were procurement proceedings which resulted to award of the procurement contract to the Appellant. The Appeals Authority considered the Appellant's argument that there is a valid contractual relationship between it and the Respondent and observed that in order to have valid procurement contract the same should result out of procurement proceedings.

The term "procurement contract" has been defined under Section 3 of the Act to mean:-

*"any licence, permit, or other concession or authority issued by a public body or entered into between a public body and a supplier, contractor, or consultant, **resulting from procurement proceedings for carrying out construction or other related works or for the supply of any goods or services.**"*

*(Emphasis Supplied)*

In the absence of any proof that there were procurement proceedings which resulted to award of the procurement contract to the Appellant, the Appeals Authority is of the settled view that there was no valid tender.

Sections 95(1) and 96(1) of the Act read as follows:-

*"Sec. 95(1) Any tenderer who claims to have suffered or that may suffer any loss or injury as a result of a breach of a duty imposed on a procuring entity by this Act may seek a review in accordance with sections 96 and 97.*

*Sec. 96(1) Any complaints or dispute between procuring entities and tenderers which arise in respect of procurement proceedings, disposal of public assets by tender and awards of contracts shall be reviewed and decided upon a written decision of the accounting officer of a procuring entity and give reasons for his decision."*

The above cited provisions indicate that a tenderer who claims to suffer or that may suffer loss or injury as a result of breach of a duty imposed to a procuring entity may seek review in accordance with Sections 96 and 97 of the Act. Section 96 categorically requires a complaint to originate from procurement proceedings. Since the record of Appeal indicates that there were no procurement proceedings, the application for administrative review and this Appeal are incompetent as all originated from a non-existing procurement proceedings. That said, the Appeals Authority lacks jurisdiction to entertain the appeal.

In view of the above findings, the Appeals Authority concludes the first issue in the negative and therefore, it would not delve into other issues as framed.

The Appeals Authority hereby dismiss the Appeal for want of jurisdiction. Since the Respondent did not provide evidence of costs incurred, we make no order as to costs.

It is so ordered.

This decision is binding and can be enforced in accordance with Section 97(8) of the Act.

The Right of Judicial Review as per Section 101 of the Act is explained to the parties.

This decision is delivered in the presence of the parties this 17<sup>th</sup> day of November 2022.

**ADVOCATE ROSAN MBWAMBO**



**Ag. CHAIRPERSON**

**MEMBERS: -**

**1. MS. NDEONIKA MWAIKAMBO.....**

**2. MR. PIUS M. MPONZI.....**

