

IN THE PUBLIC PROCUREMENT APPEALS AUTHORITY

APPEAL CASE NO. 42 OF 2025-2026

BETWEEN

M/S SEC MORE INVESTMENT LTDAPPELLANT

AND

TANZANIA BUREAU OF STANDARDS.....RESPONDENT

DECISION

CORAM

- | | |
|--------------------------|-------------------|
| 1. Ms. Florentina Sumawe | - Ag. Chairperson |
| 2. Dr. William Kazungu | - Member |
| 3. Dr. Gladness Salema | - Member |
| 4. Mr. James Sando | - Secretary |

SECRETARIAT

- | | |
|-------------------------|------------------------|
| 1. Ms. Florida Mapunda | - PALS Manager |
| 2. Ms. Violet Limilabo | - Senior Legal Officer |
| 3. Mr. Venance Mkonongo | - Legal Officer |

FOR THE APPELLANT

- | | |
|--------------------------|--------------------------------|
| 1. Mr. Nelson Mwingira | - Managing Director |
| 2. Ms. Marseline Massawe | - Advocate, Augustino Law Firm |
| 3. Ms. Anily Kivembebe | - Advocate, Augustino Law Firm |
| 4. Ms. Evelyne Mwangwa | - Technical Manager |

FOR THE RESPONDENT

- | | |
|-------------------------|---|
| 1. Mr. Ayoub Sanga | - Senior State Attorney - Office of the Solicitor General (OSG) |
| 2. Mr. Boaz Msoffe | - State Attorney - OSG |
| 3. Ms. Beatrice Manyori | - State Attorney - OSG |
| 4. Mr. Bahati Chonya | - Legal Service Manager - Tanzania Bureau of Standards (TBS) |
| 5. Ms. Lucy Mallya | - Senior State Attorney - TBS |
| 6. Ms. Mwasiti Maggib | - Procurement Manager - TBS |
| 7. Ms. Oliver Lekule | - Supplies Procurement Officer – TBS |
| 8. Mr. Philemon Mumwe | - Procurement Officer - TBS |

M/S Sec More Investment Ltd (hereinafter referred to as "**the appellant**") lodged this appeal against the **Tanzania Bureau of Standards** abbreviated as (**TBS**) (hereinafter referred to as "**the respondent**") concerning Tender No. TR34/2025/2026/G/46/2 for the Supply, Installation, Testing, Training, and Commissioning of Thermometry Equipment and had five lots. This appeal pertains to lot 2, relating to Temperature Sensor (Pt100) with Readout, RTD Thermometer with Pt100 Temperature Probes, and Temperature Sensor (Thermocouple) with Readout (hereinafter referred to as "**the tender**").

Based on 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:

The tender was done in accordance with the Restricted International Competitive tendering method as provided under the Public Procurement Act, No. 10 of 2023 (hereinafter referred to as "**the Act**") and the Public Procurement Regulations, GN No. 518 of 2024 (hereinafter referred to as "**the Regulations**").

On 22nd April 2026, the respondent, through the National e-Procurement System of Tanzania (NeST), invited eligible tenderers to submit tenders. By the submission deadline of 4th May 2026, four tenders, including that of the appellant, were received for Lot 2. Upon completion of the evaluation process, the Evaluation Committee recommended award of the tender to M/S Imperial East Africa Ltd "**the proposed awardee**".

On 28th May 2026, the respondent issued a Notice of Intention to Award, informing the appellant of its intention to award the tender to the proposed awardee at a contract price of Tanzania Shillings Sixty-Eight Million Two Thousand One Hundred Thirty only (TZS 68,002,130.00) VAT exclusive for a delivery period of 90 days. The Notice further stated that the appellant's tender was not considered for award because only one of the submitted contracts satisfied the specific experience requirement, while the remaining documents were either non-compliant, irrelevant, or below the threshold stipulated in the tender document.

Dissatisfied with the reason for disqualification, the appellant applied for administrative review on 4th June 2026. The respondent did not entertain the appellant's application. Aggrieved further, the appellant filed this appeal to the Appeals Authority on 17th June 2026.

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

- 1. Whether the disqualification of the appellant's tender was justified.**
- 2. What reliefs, if any, are the parties entitled to?**

SUBMISSIONS BY THE APPELLANT

The appellant's submissions were made by Ms. Marseline Massawe, learned Advocate, assisted by Mr. Nelson Mwingira, the Managing Director.

Ms. Massawe commenced by noting that the Notice of Intention to Award indicated that the appellant's tender was not considered for award for failure to comply with specific experience requirement, as one of the submitted documents was deemed relevant. She submitted that the tender document required tenderers to demonstrate compliance with the specific experience requirement by submitting three contracts of similar nature and complexity, each with a minimum value of TZS 200,000,000.00. She argued that the appellant fully satisfied this requirement by submitting nine contracts, evidencing its requisite experience and capacity to execute the tendered work.

She further submitted that the respondent did not dispute the authenticity or validity of the appellant's documents but contended that some of the attached documents – such as Notifications of Award, Notice of Intention to Award, and Local Purchase Orders- were not contracts capable of satisfying the specific experience requirement.

Ms. Massawe, argued that under the Law of Contract Act, [CAP. 345 R.E. 2023], offer and acceptance constitute a binding contract. In procurement, a tenderer's bid is an offer and the procuring entity's notification of award or intention to award is acceptance, thereby forming a valid contract. She maintained that the Notice of Intention to Award from the University of Dar es Salaam, the Notification of Award from Ardhi University, and the Notification of Award from the National Institute for Medical Research were all valid contracts and should have been accepted

by the respondent as proof of specific experience.

She further submitted that some documents rejected by the respondent not being signed, were electronically issued and endorsed. She cited section 5(1) of the Electronic Transactions Act, [CAP. 442 R.E. 2022], which provides that electronically executed documents are legally valid and admissible. She therefore argued that the respondent was not justified in rejecting electronically generated documents submitted by the appellant.

Ms. Massawe emphasized that the appellant had submitted two Service Purchase Orders issued electronically by Barrick North Mara, each exceeding the minimum threshold value. She argued that these documents constituted sufficient proof of compliance with the specific experience criterion, but the same were wrongly rejected for not being signed.

On his part, Mr. Mwingira elaborated that three of the appellant's contracts complied with the specific experience requirement:

- i) Contract No. FA/2024/2025/21/TR212/G/30/1 with Tanzania Electric Supply Company Ltd (TANESCO), with a value of TZS 840,729,244.00, started on 25th June 2025 and ends on 5th June 2028. This contract was for Supply of Valves and Actuators for Heat Recovery Steam Generators (HRSGs) at Kinyerezi II Gas Plant under Three Years Framework Contract.
- ii) Contract No. TR83/HEET/P166415/2024/2025/G/01 Lot 4 with Mbeya University of Science and Technology (MUST), with a value of TZS 596,982,059.25, signed on 7th April 2025 and ends 31st May 2026. This contract was for Supply, Installation, Testing, Commissioning and Training of Workshops Equipment for the HEET Project at MUST Main Campus. (GEOSCIENCE

AND MINING)

- iii) Service Purchase Order No. 4500952381, issued by North Mara Gold Mine Limited on 19th November 2024, ends on 31st January 2025, valued at TZS 1,299,190,336.00. This had two parts, the relevant part was for Supply and Installation of Inductively Coupled Plasma Mass Spectrometer (ICP-MS) and Maintenance of Fuel Farm Systems.

He explained that the TANESCO contract involved the supply of valves and actuators for Heat Recovery Steam Generators (HRSGs), including laboratory equipment similar in nature to the tender in dispute. The MUST contract covered the supply, installation, testing and commissioning of laboratory equipment, including a handheld GPS for surveying, an automatic gas permeameter porosimeter, an Atomic Absorption Spectrophotometer (AAS), a programmable digital rebound hammer, and an electro-mechanical triple-motion sieve shaker, demonstrating similarity in nature and complexity. The North Mara contracts also included supply and installation of inductively coupled plasma mass spectrometer which also relates to supply of laboratory equipment. He concluded that these three contracts complied with the tender requirements in terms of timeframe, complexity and value, and therefore, the respondent's act of disqualifying the appellant's tender was unjustified.

Ms. Massawe added the respondent failed to determine the appellant's application for review within five working days contrary to the requirements of the law.

Ms. Massawe prayed to the Appeals Authority for the following orders:

- i. Suspend the procurement process pending determination of the appeal

- ii. Re-instate the appellant in the tender process and re-evaluate the tender accordingly.
- iii. Award the tender to the appellant as it complied with the requirements of the tender document.
- iv. Compensate the appellant's costs of the appeal.
- v. Any other reliefs, the Appeals Authority deems fit and just to grant.

REPLY BY THE RESPONDENT

The respondent's submissions were made by Mr. Ayoub Sanga, assisted by Mr. Boaz Msoffe, both from the Office of the Solicitor General. Mr. Sanga commenced by adopting the Statement of Reply with its annexures as part of the respondent's submissions.

Addressing the first issue, Mr. Sanga submitted that the appellant's tender was disqualified for failure to comply with the specific experience criterion prescribed in the tender document. He explained that Section IV- Qualification and Evaluation Criteria, specifically the technical evaluation requirement on specific experience, required tenderers to submit three contracts of similar nature and complexity, each with minimum value of TZS 200,000,000.00, executed from 1st January 2021 to 31st December 2025. He stated that although the appellant attached nine documents, only one complied with the requirements.

He averred that the remaining documents, namely Notifications of Award, Notices of Intention to Award, Service Purchase Orders and Local Purchase Orders, did not qualify as contracts capable of demonstrating specific experience. In addition, some contracts fell outside the stipulated timeframe, while others lacked specific values or were below the threshold. He therefore contended that the appellant's submission contravened Clause 11(1)(h) of the Instructions To Tenderers (ITT) as

modified by the Tender Data Sheet (TDS), and Section IV - Qualification and Evaluation Criteria.

Mr. Sanga further disputed the appellant's reliance on the Law of Contract Act, arguing that in procurement, a valid contract is constituted only upon being signed by both parties, as provided under section 69(12) of the Act and regulation 240(3) of the Regulations. He maintained that the appellant failed to prove if the Notices of Intention to Award or Notifications of Award were followed by the signed contracts. Therefore, they could not be considered as valid contracts for purposes of demonstrating specific experience.

He added that procurement proceedings are governed by specific legislation and the Act together with the Regulations take precedence over general principles. Accordingly, neither a Notification of Award nor a Notice of Intention to Award could be construed as binding contract in the absence of duly signed agreements.

He further submitted that the Local Purchase Orders and Service Purchase Orders attached to the appellant's tender did not qualify as contracts, as they lacked essential supporting documents such as delivery notes and payment invoices to substantiate performance. In support, he cited the case of ***Leonard Dominic Rubuye t/a Rubuye Agrochemical Supplies versus Yara Tanzania Ltd***, Civil Appeal No. 219 of 2018, (CAT) at Dar es Salaam. The Court stated that:

"In view of the nature of the contract between the parties as demonstrated above, the LPOs, DNs and Invoices are crucial documents in proving that the goods (fertilizers) were ordered, delivered and a claim for payment was made the absence of which adversely affects the claimant's case. Once there is no LPO and DN it means no



order was placed by the appellant and there was no delivery of the fertilizers hence no claims may arise (no invoice can be issued) on that particular consignment”.

With respect to the Local Purchase Order issued by Arusha Technical College, Mr. Sanga noted that although it was duly signed, the corresponding delivery note was not executed by both parties, leaving no proof of delivery. Similarly, the Service Purchase Order issued by North Mara Gold Mine Limited was not accompanied by evidence of execution and therefore could not qualify as a valid contract.

He further submitted that the contract executed with MUST, signed on 7th April 2025, and ending on 31st May 2026, fell outside prescribed timeframe, which required contracts performed between 1st January 2021 to 31st December 2025. He explained that timeframe was intended to assess a tenderer's proven capacity within a defined period.

Regarding the contract executed with TANESCO, Mr. Sanga argued that it concerned the supply of valves and actuators for Heat Recovery Steam Generators (HRSGs) at Kinyerezi II Gas Plant. The contract did not involve the supply of laboratory equipment as required under the tender document. He maintained that the subject matter was mechanical equipment, not laboratory equipment and therefore bore no similarity to the tender in dispute. He added that the TANESCO contract also extended beyond the prescribed timeframe, as it was scheduled to end on 5th June 2028.

In support of his submissions, Mr. Sanga cited PPAA Appeal **Case No. 2 of 2024/2025 between M/S SEC More Investment Ltd versus University of Dodoma**, where contracts submitted by the appellant were rejected for not relating to the supply of hospital equipment as required by the tender document. He also referred PPAA **Appeal Case**

No. 37 of 2021-22 between M/S Sahel Trading Company Ltd versus Tanzania Posts Corporation, whereby the Appeals Authority held that the supply of motor vehicles could not be equated to supply of weighing scales.

He argued that since all the nine contracts submitted by the appellant failed to prove its specific experience, the appellant's non-compliance contravened regulation 211(2)(g) and (k) of the Regulations and Section IV of the Qualification and Evaluation Criteria. He supported this by citing PPAA **Appeal Case No. 17 of 2025-26 between M/S Bisech Investment Company Ltd versus Tanzania Airport Authority**, where disqualification was upheld for failure to demonstrate access to financial resources.

Regarding the appellant's reliance on section 5(1) of the Electronic Transactions Act, Mr. Sanga submitted that the provision is inapplicable, as the respondent did not reject the documents on the basis of electronic signatures. Rather, the appellant's tender was disqualified because the submitted documents were either irrelevant, outside the prescribed timeframe or not of similar nature and complexity. Accordingly, he maintained that the appellant's reliance on the Electronic Transactions Act was misplaced and did not address the reasons underlying its disqualification.

On the appellant's contention that its application for administrative review was not entertained, Mr. Sanga clarified that the complaint was considered by the assigned officer, but the decision was regrettably not communicated to the appellant.

Finally, the respondent prayed for the following orders:

- i. Dismissal of the appeal in its entirety with costs.
- ii. The respondent be allowed to proceed with the tender process.

- iii. Any other reliefs the Appeals Authority may deem fit and just to grant.

REJOINDER

In rejoinder, Ms. Massawe submitted that the respondent's reliance on the decision in *Bisech Investment Company Ltd* (supra) was misplaced, as the facts and issues in that case were distinguishable from those arising in the present appeal. She argued that, in the cited case, the appellant failed to submit the requisite documentary evidence, whereas in the present matter, the appellant submitted nine documents, three of which satisfied the specific experience requirements prescribed in the tender document.

Responding to the contention that a Local Purchase Order must be accompanied by a delivery note and an invoice to prove execution, Mr. Mwingira submitted that if such a requirement was mandatory, the respondent would equally have been obliged to require completion certificates for all contracts. He reasoned that a contract may be signed but not executed, and since the tender document did not prescribe delivery notes or invoices as mandatory attachments, the respondent was precluded from imposing such a requirement retrospectively.

Mr. Mwingira further argued that if the respondent had doubts regarding the execution of contract with North Mara Gold Mine Limited, it ought to have sought clarification from the issuing entity to verify performance. He therefore maintained that the respondent's decision to disqualify the appellant's tender on the ground of failure to demonstrate specific experience was unjustified and contrary to the requirements in tender document.

ANALYSIS BY THE APPEALS AUTHORITY

1. Whether the disqualification of the appellant's tender was justified

In addressing this issue, we began by considering the appellant's argument that its disqualification was unjustified, as it had demonstrated the required specific experience by submitting nine documents, three of which it claimed were relevant to the tender. These included contracts executed between the appellant and TANESCO, MUST and Service PO 4500952381 with North Mara Gold Mine Limited. The appellant therefore alleged compliance with specific experience criterion set out in the tender document.

In contrast, the respondent submitted that the appellant had not complied with the specific experience criterion, as only one of the submitted documents met the requirement. Since the tender document expressly required tenderers to submit three contracts of a similar nature, the appellant's submission of only one relevant contract rendered its tender non-responsive.

To determine the validity of the parties' contentions, we examined the tender document, specifically, item 1 of Section IV - Qualification and Evaluation Criteria, under the technical evaluation requirement on specific experience, which provides:

"Specific Experience (Score: Comply/ Not comply to specified minimum requirements)

*Specific and Contract Management Experience: **A minimum number of similar contracts based on the physical size, complexity, methods/technology and /or other characteristics described in the PE Requirements on contracts that have been***



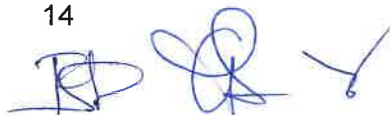
satisfactorily and substantially completed (substantial completion shall be based on 80% or, more of the completed assignments under the contract) as a prime contractor/ supplier/service provider, joint venture, management contractor/ supplier, service provider or sub-contractor/ supplier service provider for mentioned duration. (In case of Joint Venture, compliance requirements are: All Parties - Must Meet requirements). In case of JVCA, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JVCA meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

<i>Specific Experience</i>	<i>Supply, Installation, Testing, Training and Commissioning of Laboratory Equipment</i>
<i>Specific Experience Start Year</i>	<i>2021-01-01</i>
<i>Specific Experience End Year</i>	<i>2025-12-31</i>
<i>Number of Specific Experience Contracts</i>	<i>3</i>
<i>Value of each specific experience contract in the specified tender currency</i>	<i>200000000"</i>

This provision required each tenderer to demonstrate specific experience by submitting three executed contracts of a similar nature relating to the supply, installation, testing, training, and commissioning of laboratory equipment. Each contract was required to have a minimum value of TZS 200,000,000.00, and to have been executed between 1st January 2021 to 31st December 2025.

In determining whether the appellant complied with the specific experience requirement, we reviewed its tender submitted through NeST and observed that it attached nine documents under this criterion. During the hearing, Mr. Nelson Mwingira informed the Appeals Authority that, among the nine documents, three were relevant contracts which, according to the appellant, complied with the requirements. These were:

1. Contract No. FA/2024/2025/21TR212/G/30/1 for supply of valves and actuators for heat recovery steam generators (HRSGs) at Kinyerenzi II gas plant under three years framework contract, valued TZS 840,729,244, signed on 25th June 2025 with Tanzania Electric Supply Company Ltd (TANESCO) and ends on 5th June 2028.
2. Contract for Supply, Installation, Testing, Commissioning and Training of Workshops Equipment for the HEET Project at MUST Main Campus. (GEOSCIENCE AND MINING) CONTRACT NO. TR83/HEET/P166415/2024/2025/G/01 LOT 04 with a value of TZS 704,438,829.91, signed on 7th April 2025 and ends on 31st May 2026.
3. Service PO 4500952381 issued by North Mara Gold Mine Limited for Maintenance of Fuel Farm System and Supply and Installation of Inductively Coupled Plasma Mass Spectrometer (Icp-Ms) and Maintenance of Fuel Farm Systems. The Service PO had a value of



TZS 1,299,190,336.00 and was issued on 17th July 2024 and delivery date was 30th September 2024.

We also noted that, during the hearing, the respondent informed the Appeals Authority that, of the three contracts relied upon by the appellant, only contract executed with MUST was accepted as a valid contract during evaluation. The remaining documents were considered non-compliant.

In view of this admission, we found it necessary to establish whether the TANESCO contract and the Service PO 4500952381 issued by North Mara Gold Mine Limited complied with specific experience criterion.

Upon review of the appellant's contract with TANESCO, we observed that it concerned with the supply of Valves and Actuators for Heat Recovery Steam Generators (HRSGs) at the Kinyerezi II Gas Plant. This scope is materially different from the tender in dispute, which relates to the supply, installation, testing, training, and commissioning of laboratory equipment. The TANESCO contract involves the supply of mechanical components for a power generation system, whereas the tender under appeal relates to the supply of temperature measurement and monitoring instruments. We therefore find that the TANESCO contract does not relate to the technical requirements of the tender.

Furthermore, although the contract was signed on 25th June 2025, within the prescribed period of 1st January 2021, its completion date of 5th June 2028 falls outside the tender requirement of 31st December 2025. Additionally, while the appellant asserted that the contract value was TZS 840,729,244.00, this amount was not reflected in the contract itself but rather in a revised price activity schedule annexed thereto. Moreover, although the appellant claimed that the contract had been executed beyond 80% at the time the tender was floated, no certificate of

completion or other evidence was attached to substantiate this claim. In view of these observations, we find the TANESCO contract non-compliant with the tender requirements.

We also reviewed Service PO 4500952381 and observed that it concerned with the Supply and Installation of Inductively Coupled Plasma Mass Spectrometer (ICP-MS) and Maintenance of Fuel Farm Systems. This scope differs significantly from the requirements of this tender which involved Temperature Sensor (Pt100) with Readout, RTD Thermometer with Pt100 Temperature Probes and Temperature Sensor (Thermocouple) with Readout. While both are similar in terms of supply, installation, testing and commissioning, they serve distinct purposes and require different technical capabilities. Accordingly, we find that this Service PO was irrelevant for demonstrating specific experience.

We further reviewed the remaining documents attached to the appellant's tender. These included two notifications of award from Ardhi University and National Institute for Medical Research, as well as the Notice of Intention to Award from the University of Dar es Salaam. However, none of these were accompanied by signed contracts indicating the start and end dates. Without such contracts, compliance with specific experience requirement could not be established. Accordingly, these documents were non-compliant.

Additionally, the appellant attached two Local Purchase Orders: one executed with Arusha Technical College valued at TZS 112,563,150.00, and another with Weight and Measures Agency valued at TZS 140,469,678.00. Both values fell below the required threshold of TZS 200,000,000.000. We also reviewed the Service PO 4501045302 issued by North Mara Gold Mine Limited for Fuel Management System for Cathodic

and Dipping and observe that it does not technically relate to the tender under appeal. Thus, these three documents were equally non-compliant.

We reviewed regulations 211(2)(g) and (k) and 213(2) of the Regulations, which provide as follows:

"r. 211 (2) The following deviations from substantial commercial terms and conditions shall justify rejection of a tender:

(g) failure to comply with minimum experience criteria specified in the tender document.

(k) failure to submit major supporting documents to determine substantial responsiveness of a tender as stipulated in the tender documents.

r.213 (2) Where a tender is not responsive to the tender document, it shall be rejected by the procuring entity and may not subsequently be made responsive by correction or withdrawal of that deviation."

(Emphasis supplied)

The provisions clearly establish that failure to submit major supporting documents for demonstrating specific experience, as specified in the tender document, constitutes a major ground for rejection. Furthermore, once a tender is declared non-responsive, it cannot subsequently be made responsive by correction of the deviation.

Applying the foregoing provisions to the facts of this appeal, we find that the documents submitted by the appellant were neither of a similar nature nor compliant with the specified value and timeframe, except for only one contract which was accepted by the respondent. Therefore, the appellant failed to meet the specific experience requirements specified in the tender document. Consequently, the respondent's decision to disqualify the appellant's tender was justified and in full compliance with regulations 211(2)(g) and (k) and 213(2) of the Regulations.

We further distinguish the case of ***Leonard Dominic Rubuye t/a Rubuye Agrochemical Supplies versus Yara Tanzania Ltd***, cited by respondent, as the circumstances in that case differ materially from those in present appeal.

With respect to the appellant's contention that the respondent failed to determine its application for administrative review, we have examined the record of appeal available in NeST. The record shows that the appellant submitted its application for administrative review on 4th June 2026. The respondent was required to determine the application within five working days, i.e., on or before 11th June 2026. However, the record does not disclose if any decision was issued within the prescribed period. Consequently, the appellant lodged the present appeal before the Appeals Authority on 17th June 2026.

In view of the foregoing, we find that the respondent's failure to determine the appellant's application for administrative review contravened the requirements of the law. However, the Act allows a tenderer to lodge an appeal directly to the Appeals Authority when the procuring entity fails to issue its decision within the prescribed period. This position is supported by section 121(2) of the Act, which provides:



"s. 121.-(2) A tenderer may submit a complaint or dispute directly to the Appeals Authority if-

(a) the accounting officer has not given a decision within the time prescribed under this Act, provided that a complaint or dispute is submitted within five working days after expiry of the period within which the accounting officer ought to have made a decision."

(Emphasis supplied)

From the above requirement of the law, we find that the appellant properly exercised its right by submitting its appeal to the Appeals Authority within time, following the respondent's failure to determine its application for administrative review within five working days.

In light of the foregoing findings, we answer the first issue in the affirmative and hold that the respondent was justified in disqualifying the appellant's tender for failure to comply with the specific experience requirement prescribed in the tender document.

2. What reliefs, if any, are the parties entitled to?

Taking cognizance of the above findings, we hereby dismiss the Appeal for lack of merit. The respondent is accordingly allowed to proceed with the tender process in compliance with the law. We make no order as to costs.

It is so ordered.

This decision is binding and can be enforced in accordance with section 121(7) of the Act.

The Right of Judicial Review, as provided under section 125 of the Act, has been duly explained to the parties.

This decision is delivered in the virtual presence of the appellant and physical presence of respondent on this 8th day of July 2026.

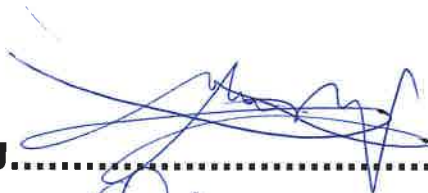
MS. FLORENTINA SUMAWE



.....
Ag. CHAIRPERSON

MEMBERS: -

1. DR. WILLIAM KAZUNGU.....



2. DR. GLADNESS SALEMA.....

