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D E C I S I O N

C O R A M

- |                                     |   |           |
|-------------------------------------|---|-----------|
| 1. Hon. Vincent K.D Lyimo, J. (rtd) | - | Chairman  |
| 2. Mrs. Rosemary A. Lulabuka        | - | Member    |
| 3. Mr. Louis P. Accaro              | - | Member    |
| 4. Eng. Aloys J. Mwamanga           | - | Member    |
| 5. Ms. Monica Otaru                 | - | Member    |
| 6. Mr. Ole-Mbille Kissioki          | - | Secretary |

S E C R E T A R I A T

- |                           |   |                         |
|---------------------------|---|-------------------------|
| 1. Mrs. Toni Mbilinyi     | - | Principal Legal Officer |
| 2. Ms. Florida Mapunda    | - | Senior Legal Officer    |
| 3. Ms. Violet S. Limilabo | - | Legal Officer           |
| 4. Mr. Hamisi O. Tika     | - | Legal Officer           |

## FOR THE APPELLANT

1. Mr. Juvenalis Motete - Advocate, Planet Attorneys
2. Mr. Goodluck Ngowi - Representative, Land Equity International Limited

## FOR THE RESPONDENT

1. Mr. Arbogast Waryoba - Director of Procurement Management Services
2. Ms. Jancintha Rweikiza - Principal Procurement Officer.
3. Mr. Godfrey Machabe - Programme Coordinator, Land Tenure support.
4. Dr. Adam Nyaruhuma - Head Ministerial Delivery Unit
5. Mr. Huruma Lugana - Survey and Mapping
6. Ms. Anna Rwiza - Legal Officer.

## FOR THE OBSERVERS

1. Ms. Sabra Salehe - Finance Manager, Swede Survey & Niras.
2. Mr. Jorge Maluenda - Board Member, ORGUT
3. Ms. Marietha Hillu - Country Representative, ORGUT
4. Ms. Mkami Amos - Capacity Building Officer, DSM Institute for Land Administration and Policy studies.
5. Mr. Alex Ng'asi - COWI A/S (Denmark) Tanzania.

This decision was scheduled for delivery today 10<sup>th</sup> July 2015 and we proceed to do so.

The Appeal at hand was lodged by M/s Land Equity International Ltd (hereinafter referred to as "the Appellant") against the Ministry of Lands, Housing and Human Settlements Development (hereinafter referred to as "the Respondent").

The said Appeal is in respect of Tender No. ME.017/2014-15/C/31 for Consultancy Services for Provision of Technical Assistance to Support the Implementation of the Land Tenure Support Program (hereinafter referred to as "the tender").

After going through the record of tender proceedings submitted to the Public Procurement Appeals Authority (hereinafter called "the Appeals Authority"), as well as the oral submissions by the parties during hearing, the facts of the Appeal may be summarized as follows:

On 1<sup>st</sup> November 2014, the Respondent invited eight shortlisted Consultants to submit their proposals for the tender under appeal. The deadline for the submission of proposals was set for 14<sup>th</sup> November 2014, whereby five proposals were received from the following firms;

S/NO	Tenderer's Name
1.	M/s COWI A/S (Denmark)
2.	M/s Swedesurvey AB & Niras Natura AB Sweden
3.	M/s Land Equity International Pty Ltd
4.	M/s DSM Institute of Land Administration and policy studies
5.	M/s HTSPE Limited

The tenders were then subjected to Technical evaluation which was conducted in two stages namely; preliminary and the detailed evaluation.

Three out of five proposals were found to be substantially responsive after they met the minimum score set in the tender document, which was 80 out of 100. The score for responsive bidders were as follows;

- M/s COWI A/S (Denmark)    --    --                    85.88%
- M/s HTSPE Limited        --    --                    --    82.25%
- M/s Land Equity International PTY Ltd    --    80.64%.

The Evaluation Committee proposed the above bidders to be invited for the opening of their financial proposals.

The Respondent’s Tender Board at its meeting held on 23<sup>rd</sup> January 2015 approved the opening of the financial proposals as recommended by the Evaluation Committee.

On 18<sup>th</sup> February 2015, the financial proposals of the three qualified firms were opened and their read out prices were as follows-

S/N	Consultant’s name	Read out prices in USD	Local taxes in USD
1.	M/s COWI A/S (Denmark)	2,399,480.00	359,922.00
2.	M/s HTSPE Limited-	2,381,118.00	429,140.00
3.	M/s Land Equity International Pty Ltd	2,039,970.00	359,995.00

Immediately thereafter, the financial proposals were subjected to the detailed evaluation by the Evaluation Committee. In this process, the proposals were checked for arithmetical errors and price adjustments. Finally, the technical and financial proposals were combined together before ranking. The combined technical and financial scores together with ranking for each proposal were as follows:-

S/N	Consultant's names	Technical Evaluation		Financial Evaluation		Combined Evaluation	
		Scores S(t)	0.8 S(t)	Scores S(f)	0.2S(f)	Scores	Rank
1.	M/s COWI A/S (Denmark)	85.88	68.37	86.97	17.39	85.76	1
2.	M/s HTSPE Limited	82.25	65.80	85.40	17.08	82.88	3
3.	M/s Land Equity International PTY Ltd-	80.13	64.51	100	20	84.10	2

After ranking of the proposals, the Evaluation Committee found that the proposal by M/s COWI A/S (Denmark) had the highest combined scores; and that its technical proposal had demonstrated to have key personnel with vast experience in undertaking of similar assignments. The Evaluation Committee therefore recommended the award of the tender to M/s COWI A/S (Denmark) at a contract price of USD 2,399,480.00 plus local taxes of USD. 359,922.00, subject to successful negotiations.

The recommendations of the Evaluation Committee were approved by the Respondent's Tender Board through a circular resolution dated 1<sup>st</sup> April 2015; awarding the contract to M/s COWI A/S (Denmark).

On 16<sup>th</sup> April 2015, the Respondent's Accounting Officer via its letters with Ref. Nos. EA.176/445/01C/92-94 respectively, informed the Appellant and other unsuccessful tenderers of its intention to award the tender to the proposed successful tenderer M/s COWI A/S (Denmark).

Aggrieved by the Respondent's intention to award the contract to the proposed successful tenderer, the Appellant via its letter dated 29<sup>th</sup> April 2015, sought for an administrative review by the Respondent's Accounting Officer on four main issues; namely that:–

- i. The procurement process has not followed the law for departing two key areas indicated below, viz-
  - a) The technical scores were not announced at the opening of the financial proposals contrary to Clause 37.3 of the Request For Proposals (hereinafter referred to as "the RFP") which required reading of the technical scores and the prices of the bidders.
  - b) That, the process to negotiate the contract between the Respondent and the proposed successful bidder was suspicious; and was not in conformity with Clauses 41-47 of the RFP and Regulations 308 and 309 of the Public Procurement Regulations 2013 (hereinafter referred to as "the GN.446 of 2013").

- ii. The proposed successful bidder had submitted a financial proposal exceeding the payment ceiling specified under Clause 49.2 of the Special Conditions of the Contract, (hereinafter referred to as "the SCC").
- iii. There was inconsistency in the adoption of the Quality and Cost Based Selection (QCBS) method and the specification of a payment ceiling. While Clause 17.3 of the Information to Consultants (hereinafter referred to as "the ITC") provided that the method of selection is Quality and Cost Based whereby the budget would not be disclosed, Clause 49.2 of the SCC lists a budget ceiling of USD 2.4 Million including taxes. Therefore, it was only the Appellant who met such a requirement provided for in the RFP. There were many questions regarding taxes in the proposal document.
- iv. The arithmetic errors in the summary of the combined technical and financial proposals availed to the Appellant and other tenderers by the Respondent through a Notice of Intention to award the contract, contained arithmetic errors in the proposals by both M/s COWI A/S (Denmark) the proposed successful tenderer and M/s LEI, which would have had impact (sic) the combined scores for them. The anomalies vitiated the credibility of the process and further raised questions of transparency.

On 13<sup>th</sup> May 2015, the Respondent's Accounting Officer via its letter with Ref. No. EA.176/445/01C/99 responded to the Appellant's complaints by informing him that the Respondent had complied with the law in the whole

tender process save for its failure to read out the technical scores during the opening of the financial proposals for the reasons that the score sheet for the same was not brought.

Aggrieved by the Respondent's decision, the Appellant now moves this Appeals Authority to determine his Appeal.

#### SUBMISSIONS BY THE APPELLANT

The Appellant's arguments as deduced from the documents availed to the Appeals Authority as well as the oral submissions during the hearing have centered on the failure by the Respondent's Accounting Officer to address squarely all issues raised by the Appellant in his quest for administrative review. The Appellant has re-iterated what he had submitted to the Respondent's Accounting Officer and has complained that:-

- i. The procurement process for the tender did not follow the law as mandatorily provided for under Clause 37.3 of the ITC and Regulation 302(2) of GN. 446 of 2013. The Respondent did not announce or avail the technical scores of all bidders during the opening ceremony of the financial proposals. Furthermore, apart from failure to read out the technical scores, the Respondent had given three contradictory answers to the tenderers regarding its failure to read the technical scores for each tenderer. The Respondent's failure to disclose the technical scores of the bidders contravened the principle of transparency enshrined in the law.
- ii. The Respondent had used a mixed up selection method of procurement not recognized by the law to procure a successful tenderer. While the Invitation to Consultants and Clause 1.1 of the



Proposal Data Sheet (PDS) provided for Quality and Cost Based Selection method (QCBS), which does not allow disclosure of some items, the same RFP disclosed the number of staffs to be employed by a bidder under Clause 17.3, which was 144 employees, and also provided for the budget ceiling under Clause 49.3 of the SCC, which was USD 2.4 Million. Therefore, the provided payment ceiling contradicts the QCBS method.

- iii. The process for the tender was not a QCBS, rather a fixed budget selection method provided for under Regulation 262(2) of GN.446 of 2013. By using this fixed budget method, when financial bids of the qualified tenderers were read out during the opening of the financial proposals; two tenderers including the proposed successful tenderer ought to have been disqualified by the Respondent in terms of Regulation 262(5) of GN.446 of 2013 for quoting above the ceiling. To the contrary, the Respondent proceeded with the evaluation and awarded a contract to a bidder whose bid is above the threshold. Furthermore, if at all the Respondent intended to use QCBS as contented, some information provided in the RFP ought not to have been disclosed or mentioned to bidders. Moreover, since the selection method is sequential, the desired outcome would have not been arrived at by using both methods at the same time.

The Appellant submitted further that, the RFP issued by the Respondent was defective for being prepared under the old Public Procurement Act, 2004 which provides for three tier review mechanism of the complaints namely; to the Accounting officer, Public Procurement Regulatory Authority (hereinafter referred to as

“PPRA”) and the Appeals Authority, while the current law does not provide to that effect.

- iv. It was doubtful whether the negotiation process between the Respondent and the proposed successful tenderer was followed in terms of Regulations 308 and 309 of GN.446 of 2013; and whether the procurement process can proceed in that regard, if at all the process was not proper.
- v. The payment ceiling for the tender was specified in the RFP, which was US D 2.4 million. The RFP and the GCC further stated that tax should be included in the ceiling. However, the Respondent wants to award the tender to a bidder who had exceeded the budget ceiling contrary to the law and the clarifications given to tenderers by the Respondent regarding the matter after the same had been sought by bidders.
- vi. The Appellant could not offer the strongest team possible for the project in an attempt to apply the evaluation formulae to the bid, which put them in a serious disadvantaged position since it had to make serious changes to its bid to get a price less than the specified ceiling.

Finally, the Appellant prayed to this Appeals Authority to issue the following remedies;

- i. Award the contract to them; Or
- ii. Cancel the tender and order for re-tendering with clear specifications.

## REPLIES AND SUBMISSIONS BY THE RESPONDENT

The Respondent's replies as deduced from the documents and the oral submissions during the hearing may be summarized as here under:

First, that the tender process was conducted in compliance with the law and the Respondent disputed any allegation that the fixed budget method of selection had been used. He asserted that the evaluation of the tenders was based on QCBS method as provided in the RFP. He conceded the fact that at the opening ceremony of the financial proposals the technical scores were not read out but insisted that it was not by design except that the score sheets had not been brought and the Director of the Respondent's Procurement Management Unit made apologies to that effect, promising to avail that information to bidders immediately upon request. With regard to the minutes of the opening ceremony, the Respondent submitted that he did not receive any letter of request from the bidders in terms of Regulation 296(1) and (2) of GN.446 of 2013 therefore, he could not provide it to them.

Second, that the tender process was conducted with integrity and transparency in respect to all vital stages of the procurement; from the advertising, short listing, issuing of the RFP, receiving and opening of the RFP, evaluation of the proposals under covenant together with approval of both technical and financial proposals through the Tender Board and the Accounting Officer.

Third, in regard to the negotiations which the Appellant had doubted, the Respondent submitted that the said process has nothing to do with the notification of intention to award the contract. To the contrary, it is a

process of the law whereby the Procuring entity seeks to attain consensus/agreement with the successful bidder before the act of signing of the contract.

Elaborating on the parts of the RFP touching on the payment ceilings, the Respondent insisted that the tender was conducted under QCBS method and not fixed budget, alluding the apparent inconsistencies in the adoption of the QCBS process and the provision of the ceiling price as having been caused by the Consultant who prepared the RFP and responded to queries from the bidders. However, he was quick to add that the apparent inconsistencies did not prejudice the bidders because the Appellant and the bidders had been able to submit their bids on schedule.

That, the issue of ceiling payments was taken care of under Clauses 49.3 and 50-55 of the GCC which cater for payments exceeding original estimated value.

Elaborating further, the Respondent said that under the QCBS method of selection, financial score is not the only criterion for selecting the winning tenderer. In the selection of consultants under the QCBS method, quality is given higher weight or ranking on making the final decision and there is room for negotiations as provided for under Regulation 260(5) of GN. 446 of 2013.

Fourth, the Respondent argued that in his bid form there was a statement to the effect that the Respondent was not bound to accept any proposal. The Respondent stressed that the issue regarding the

Appellant being forced to include weak team in his submission because of inclusion of taxes in the ceiling price is unacceptable and unprofessional because in his financial proposal Senior Technical Advisor is among the highly paid in comparison to other bidders.

In conclusion, the Respondent prayed for dismissal of the Appeal and to be allowed to proceed with the procurement process.

### ANALYSIS BY THE APPEALS AUTHORITY

In dealing with the Appeal, the Appeals Authority having gone through the tender proceedings including various documents submitted by both parties and oral submissions during the hearing, it is of the view that, the Appeal has been centred on two main issues; and these are:-

1. Whether the procurement proceedings followed the requirements of the law.
2. To what relief, if any, are the parties entitled to.

Having framed the above issues, the Appeals Authority proceeded to resolve them as follows;

1. Whether the procurement proceedings followed the requirements of the law.

In order to resolve this pertinent issue, the Appeals Authority considered four contentious points raised by the appellant; namely:-

Whether

- The Respondent used a mix of QCBS and fixed price mode of selection and what consequences if any;
- The use of the repealed version of the standard bidding document under the law was fatal;
- Failure to read out technical scores at the opening of the financial proposal prejudice to the Appellant;
- The Notice of Intention to award letter contained arithmetic errors which affected the combined score.

Having identified the above points, the Appeals Authority deemed it necessary to ascertain first as to which method of selection had been used in this tender process due the conflicting submissions by the parties. While the Appellant contended that the tender in question was based on the fixed budget method, the Respondent on the other hand has insisted that the QCBS method was used.

In resolving the above controversy, the Appeals Authority revisited the ICT as well as the RFP issued by the Respondent and observed that the invitation letter with Ref. No. EA 172/246/01/18 dated 30<sup>th</sup> September 2014 provided clearly that the tender under appeal was to be conducted using QCBS method including the procedures described in the RFP and the Public Procurement Act No.7 of 2011 (hereinafter referred to as "the Act").

The letter reads in part as follows;

"A firm will be selected under the Quality and Cost Based Selection (QCBS) Method and procedures described in this RFP, in accordance

with the Public Procurement Act No.7 of 2011 and the Public Procurement Regulations, 2013.

The RFP includes the following documents:

- Section 1: Instruction to Consultants (ITC)
- Section 2: Proposal Data Sheet (PDS)
- Section 3: General Conditions of Contract (GCC)
- Section 4: Special Conditions of Contract (SCC)
- Section 5: Proposal and Contract Forms
- Section 6: Terms of Reference (TOR)
- Section 7: Undertaking by Consultant on Anti-Bribery Policy/  
Code of Conduct and Compliance Program

Please inform us..."

The Appeals Authority revisited the above referred RFP and observed that Clause 8.1 is a replica of the invitation letter which refers to the above mentioned documents. The Appeals Authority observed further that Clause 1.1 of the PDS provided in no uncertain terms that the method of selection for this tender was the QCBS method. According to Clause 17.3 of the ITC, the available budget for the tender ought not to have been disclosed. For ease of reference the said Clause reads thus;

#### Clause 17.3

"for QCBS or Least Cost Selection based assignments, the estimated number of professional staff-months is indicated in the PDS; however, the available budget shall not be disclosed..." (*Emphasis Added*).

Contrary to the Invitation letter and the above requirement of the ITC, the Appeals Authority noted that Clauses 49.9 of the GCC and 49.2 of

the SCC provided for the fixed budget method of selection for this tender. Therefore, deviating from the requirements of the ITC and the letter of invitation referred to above. The Clauses read;

Clause 49.9 of the GCC

“Except as may otherwise be agreed under GCC clause 22 and subject to GCC Sub clause 49.3, payments under this Contract shall not exceed the ceiling specified in the SCC

Clause 49.2 of the SCC - “The ceiling is USD 2.4 Million”.

While the above contradiction was in existence, the Appellant by invoking the requirements of Regulation 291 of GN. 446 of 2013, sought for clarification from the Respondent requesting explanation regarding which of the two methods reflected in the RFP was to be applied by the tenderers. In response thereof, the Respondent through an e-mail dated Wednesday, 5<sup>th</sup> November 2015, gave clarification of this matter and other matters as asked by the tenderers. The Respondent informed the Appellant and other Consultants amongst other things, that the tender under appeal was a budget ceiling one and that it was up to bidders to determine the bid price within the ceiling. The Appeals Authority reproduces the request for clarification sought and the response thereof as hereunder-



<u>Clarification required</u>	<u>Response/ Clarification</u>
<p>Clause 17.3 states that the budget for QCBS will not be disclosed but the Special Condition 49.2 lists a budget ceiling of USD 2.4m. Please confirm if there is a fixed budget ceiling or whether it is up to bidders to determine a competitive bid price which will be assessed using 80/20 weighting indicated in the data sheet (P.26)</p>	<p>This is the budget ceiling. It is up to bidders to determine the bid price within the ceiling. (Emphasis Added)</p>

When asked by the Members of the Appeals Authority during the hearing regarding this clarification, the Respondent disowned the Consultant and contended that the Consultant had made such a clarification possibly due to pressure he had, as the donors who were the financiers of this project wanted to speed up the same. The Appeals Authority is of the considered view that much as the Respondent tried to distance himself from the Consultant who prepared the tender document and issued clarification to queries; its clarifications so given were official and binding in terms of Regulation 13 of GN.446 of 2013. The Respondent is deemed to have amended its RFP. Therefore, all bidders were under obligation to comply with the new issued clarifications. That is to quote their tenders in a fixed price of USD 2.4 Million contained in the SCC.

For purposes of clarity, the Appeals Authority reproduces the said provision as here under;

Reg.13 (1) "A tenderer may request a clarification of the solicitation documents from a procuring entity, provided that such request is submitted to a procuring entity at least:

a) N/A

b) N/A

(2) The procuring entity shall, within three working days after receiving the request for clarification, communicate in writing to all tenderers to which the procuring entity has provided the solicitation documents without identifying the source of the request so as to enable the tenderers to take into account the clarification received in the preparation of their tenders.

(3) At any time prior to the deadline for the submission of tenders, the procuring entity may, for any reason, whether on its own initiative or as result of a request for clarification by a tenderer, modify the solicitation documents by issuing an addendum.

(4) The addendum shall be communicated promptly to all tenderers to which the procuring entity has provided the solicitation documents and shall be binding on those tenderers ..."

In view of the above findings, the Appeals Authority observes that there existed no more contradictions in the RFP since the clarifications were

made by the Respondent, which indeed correlates the GCC and the SCC Clause 49.2 on the matter. The Appeals Authority is of the settled view that the tender ought to have been conducted using fixed budget method provided for under Regulation 262 of GN. 446 of 3013 and not the QCBS method provided for under Regulation 260 of GN.446 of 2013 relied upon by the Respondent.

Furthermore, the Appeals Authority revisited the Evaluation Report and observed that the evaluation of the technical proposals was properly conducted using the requirements of the RFP and save for the financial evaluation, no bidder had complained on that. It is when the financial proposals of the invited consultants were opened when the dispute arose. The Appeals Authority is of the view that, since the Respondent's evaluation of the financial proposals were not in conformity with the fixed budget method provided for under the RFP and Regulation 262 of GN. 446 of 2013, the use of the QCBS method in evaluating the financial proposals was not proper. Consequently, it follows that the financial evaluation process so conducted and the results thereof cannot be vouchsafed.

The Appeals Authority will now consider the Appellant's contention that the tender in question was a nullity because the Respondent had used an old version of the tender document containing the repealed three-tier-review mechanism. The Appeals Authority revisited the RFP and observed that indeed, the said document contains the review procedures which were applicable under the repealed legislation; that is the Public Procurement Act, No. 21 of 2004. However, the Appeals Authority is of the view that this is a new matter before it since the Appellant did not

raise it with the Respondent's Accounting Officer and that by virtue of Rule 13(5) of the Public Procurement Appeals Rules, 2014, the same cannot be entertained at this juncture. The Rule reads;

"R. 13(5) At the hearing of the appeal or review of the documents, the appellant shall not raise any new issues which were not in the original written submissions except where such new issues emanate from the Respondent's reply.

*(Emphasis Added)*

Assuming that it was not a new issue, the Appeals Authority is of the settled view that the Appellant ought to have filed an official complaint to the Respondent on this matter before submitting its tender or before the notice of the intention to award in terms of Sections 95 and 96 of the Act. The Appeals Authority observes that, the Appellant would be deemed to have waived his legal rights to complain to the Respondent's Accounting Officer on this matter and the same could not have been submitted and heard at the appellate level without exhausting the available avenues. The above observations notwithstanding, the Appeals Authority is of the firm view that, the anomalies contained in the RFP relate only to the review procedures which affected neither the Appellant nor the other bidders who had participated in the tender process. The Appellant had rightly lodged his complaint to the Respondent's Accounting Officer on other matters and timely lodged his Appeal to this Appeals Authority without referring the matter to PPRA.

With regard to the Respondent's failure to read the Technical scores as mandatorily provided for under Regulation 302(2) of GN.446 of 2013,

the Appeals Authority observes that the Respondent violated the law as expressly admitted in the Respondent's replies as well as during the hearing. Procuring entities are strongly encouraged to observe the law and procedures for the sake of transparency and protection of public confidence in public procurement. In this case, the Appellant is deemed to have condoned the failure by the public officer as he did not lodge his complaint to the Accounting Officer on the matter. He therefore waived his legal rights to seek redress. That said, the Appeals Authority is of the considered view that the failure did not prejudice the Appellant in any way.

With regard to the arithmetic errors contained in the notice of intention to award, the Appeals Authority is of the considered view that much as the evaluation of the financial proposals was not done in compliance of the law, the said errors cannot be vouchsafed.

Accordingly, the Appeals Authority's conclusion with regard to whether the procurement proceedings followed the requirements of the law, the Appeals Authority is of the firm view that, evaluation of the financial proposals, the Appellant's disqualification from the tender and consequently the proposed award did not follow the requirements of the law.

2. To what relief, if any, are the parties entitled to.

Having analyzed the contentious issues in dispute, the Appeals Authority finds it prudent to consider prayers by the parties.

To start with, the Appeals Authority considered the Appellant's prayer to be awarded the tender. The Appeals Authority observed that it cannot

issue such an order since the powers to award the contract have been vested unto the respective Tender Board and not the Appeals Authority in terms of Section 33(1) (a) of the Act. Therefore, the prayer shall not issue.

With regard to the second prayer for cancellation (sic) of the tender and the same to be re- tendered by issuing a fresh tender document with clear specifications; the Appeals Authority is of the considered view that the anomalies observed in this tender were only in respect to the evaluation of the financial proposals. It will therefore be irrational to nullify the whole tender process while the evaluation of the technical proposals was found to be in compliance with the requirements of the law.

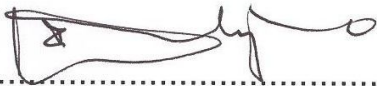
In view of the above findings, the Appeals Authority partly allows this Appeal. Based on the findings and conclusions in this Appeal, the Appeals Authority nullifies the evaluation of the financial proposals and orders the Respondent to re-evaluate them afresh using the fixed budget method contained in their RFP and in observance of the law.

Each party is to bear its own costs.

The decision of this Authority is binding upon the parties and may be executed in any court of competent jurisdiction in terms of Section 97(8) of the PPA/2011.

Right of Judicial Review as per Section 101 of the PPA/2011 explained to parties.

This Decision is delivered in the presence of the Appellant and his counsel and the Respondent this 10<sup>th</sup> July, 2015.



.....  
JUDGE (rtd) V.K.D. LYIMO

CHAIRMAN

MEMBERS:

1. MRS. R. A. LULABUK  .....

2. ENG. A. J. MWAMANGA  .....

3. MR. L. P. ACCARO  .....

4. Ms. M. OTARU  .....