



THE REPUBLIC OF THE GAMBIA

IN THE COMPLAINTS REVIEW BOARD (CRB) COMPLAINT NUMBER 001/2022

BETWEEN:

ADONIS SUPPLIERS.....APPLICANT

AND

KANIFING MUNICIPAL COUNCIL.....RESPONDENT

**Thursday the 14th day of April 2022
Before The Complaints Review Board**

**CORAM: HON. MRS JUSTICE A.S. CEESAY, JA – CHAIRPERSON
MR. ALHAGI M TAAL – MEMBER
MR. OMAR GAYE – MEMBER
MR. ALHAJI MASAMBA JOBE – MEMBER
MR. SANA M DARBOE – MEMBER
MR. BAKARY SANYANG – MEMBER
MS. COMBEH GAYE – MEMBER
MR. TEJAN JOBE – SECRETARY**

DECISION

Introduction

- 1) This application for review is proffered by Adonis Suppliers ('the Applicant' hereafter) and is provenanced on a decision rendered by the Kanifing Municipal Council ('Respondent' or Respondent Procuring Organisation' hereafter) 'rejecting' its bid for the supply of office furniture (Lot 1) for its new Town Hall.
- 2) By a letter dated the 14th day of March 2022, the Respondent sought to rectify with the apology their use of the term 'reject' and stated that the Applicant's bid was unsuccessful instead.

- 3) Be that as it may, the grounds for review advanced in the Applicant's letter of the 29th day of March 2022 are thus:
 - a) The Respondent's claim that the Applicant's bid was unsuccessful because price and quality were weighted highly during the evaluation process is unsubstantiated.
 - b) The quality of furniture it offered to KMC met the standard requirement and specification contained in the tender document as the same merely stipulated quantity and dimensions.

Background

- 4) It is common case that the Respondent published an invitation for tender in lots inter alia for the procurement of furniture vide the Standard Newspaper issue of the 14th day of February 2022. The procurement method was by way of National Competitive Bidding (NCB), and the Respondent is the source of funding for the procurement.
- 5) According to the bidding document, the deadline for bid submission was the 24th day of February 2022 at noon. The bidding document also stipulates therein that all bidders shall submit a Bid in full compliance with Article 18 comprising the following:
 - a) Specifications and photos
 - b) Qualification Documentation
 - c) Financial Proposal
- 6) At the close of bid submission on the 24th day of February 2022 at noon, the Respondent received six bids for LOT 1, including the Applicant's, videlicet:
 - a. Tounets General Merchandise
 - b. Lobsan Enterprise
 - c. Tarbiz Quality
 - d. Julaba Trading
 - e. Sonko Jileng Enterprise

f. Adonis Suppliers

- 7) The Respondent executed the bid opening on the same day. Thereafter, the technical and financial evaluation of the Bids was undertaken on the 28th day of February 2022 by the Respondent's Contracts Committee ('the Committee' hereafter).
- 8) Notably, the record of procurement proceedings indicates that two bidders, Tarbiz Quality and Sonko Jileng Enterprise's documents, were incomplete. However, the Respondent only disqualified Tarbiz Quality's bid for want of a Bid Form. Sonko Jileng Enterprise failed or neglected to provide a business registration certificate but was nevertheless permitted to proceed to the next stage of the evaluation process.
- 9) According to the record, the Contracts Committee considered the bid prices offered by **TOUNETS and LOPSAN** and concluded that their bids were more exorbitant than all the other bids. The record also states that Tounets and Lopsan's bid exceeded the Respondent's budget, consequent upon which it disqualified both bidders.
- 10) As a consequence of the preceding, the Respondent only shortlisted Julaba Trading, Sonko Jileng and the Applicant. The Contracts Committee then invited the named Bidders to a meeting on the 3rd day of March 2022 at 10.00 a.m. *"to give further information and negotiate on the furniture they want to supply"*.
- 11) The Committee further agreed that they would conduct a site visit to the warehouses and showrooms of the named Bidders to see first-hand the samples they may have in stock. According to the Committee, the visit's object was *"to help them make the right decision"*.
- 12) According to a report entitled, '**REPORT OF THE SITE VISIT TO OUTLETS OF THE SHORTLISTED BIDDERS**', it is affirmed that four committee members to wit, one Nyima Camara Director of Planning, Abdoulie Janneh Procurement Manager, Ousman Gaye Clerk of Council and Abdoulie Kebbeh Adviser on Friday the 4th day of March 2022 conducted a spot visit to the respective outlets of the named bidders.

- 13) The team's findings which they later reported to the Committee, were that Sonko Jileng Enterprises had the furniture available, which was of excellent quality. Consequently, the Respondent should offer them the contract.
- 14) Regarding the Applicant, the committee's view was that its quality was *'good'* even though not all the furniture was available. The third bidder Julaba Trading was labelled a *'briefcase vendor'* in that he did not have the stock at hand and, consequently, would be presumed to be acting as a middleman. The team's recommendation was that the Applicant and Julaba Trading's bids should be *'rejected'*.
- 15) The Committee, relying on the forgoing recommendations, endorsed the same and unequivocally agreed to award the contract to Sonko Jileng Enterprise. The Respondent sought approval of The Gambia Public Procurement Authority ('GPPA' hereafter) to award the contract to Sonko Jileng vide a letter dated the 8th day of May 2022. GPPA granted the Respondent approval on the 10th day of May 2022. Peculiarly, Sonko Jileng Enterprises was awarded the contract on that very day.
- 16) Both the Applicant and Julaba Trading were sent letters on the same 10th day of March 2022 (Ref: BEW/119/130/01(2)) informing them that their respective Bids were *'rejected'*. The Applicant, in turn, responded to the Respondent's letter Ref: BEW/119/130/01(2) on the 15th day of March 2022.
- 17) The Applicant's letter of response indicted the letter of 'rejection' on the grounds that the Respondent should have communicated the reason for the rejection of their bids clearly pursuant to section 31(3) of the Gambia Public Procurement Authority Act, 2014 (*'the Act'* hereafter). The Applicant requested further the grounds of the said rejection.
- 18) It is imperative that we pause here to dilate on the Applicant's invocation of section 31(3) of the Act. Section 31 itself provides for rejection of all bids and termination for convenience. Sub-section 2 donates the procuring organisation power to reject all submissions prior to acceptance, cancel the procurement proceedings, and terminate a procurement contract for convenience, in the public interest.

19) Sub-section 3 reposes on a procuring organisation in mandatory terms a duty to note in the record of procurement proceedings and promptly communicate to the bidder the reason for rejecting **all bids**. This sub-section, in our view, is only operative in an instance where the procuring organisation decides to reject all bids or cancel the procurement proceedings. None of these instances applies to the impugned procurement proceedings.

20) That notwithstanding, on the 22nd day of March 2022, the Applicant again wrote to the Respondent. In a letter dated the 24th day of March 2022, the Respondent informed the Applicant that the use of the word '*reject*' was an inadvertent error. The Applicant's bid was submitted on time and met all the compliance requirements.

21) The Respondent averred that Applicant's bid was unsuccessful because the Committee concluded that the Applicant's furniture did not meet '*the quality the Respondent wanted*'. It is against this backdrop, that the Applicant filed the application instant for review after its application to the Respondent for reconsideration according to section 55 (1) of the Act proved futile.

Applicant's case

22) The Applicant's case is specified in paragraphs [3](a) and (b) supra.

Respondent's case

23) The Respondent's case is that two companies were disqualified during the compliance stage of the procurement proceedings. Based on the bids received, all were above the Respondent's budget. Respondent avers that the bid data sheet had spelt that it would evaluate the bids based on price and quality.

24) It is further the Respondent's position that following the final evaluation and since quality is very imperative to the Respondent, the Committee decided to award the contract to Sonko Jileng enterprises based on the quality of its furniture and the three years warranty it offered.

Issue(s) for resolution

25) We are of the view that the sole issue that stands for resolution in this application for review is thus:

Whether the Respondent Procuring Organisation infringed the procurement laws in the way and manner, it conducted the procurement proceedings and in its subsequent award of Lot 1 of the tender?

Discussion and conclusion

26) From the onset, we deem it crucial to lay out the jurisdiction of the Board. Under section 54 (2) of the Act, any bidder who claims to have suffered or who is likely to suffer loss or injury due to a breach of a duty imposed on the procuring organisation by the procurement laws is entitled to a review of the impugned decision of the procuring organisation by the Complaints Review Board ('the Board' hereafter).

27) A challenge of the decisions of procuring organisations is not only limited to bidders who participated in a particular procurement proceeding. Entities who could not participate in the proceedings because of the (illegal) decision of the procuring organisation but are or were interested in participating in it can also apply for review.

28) That is to say, a bidder who applied for a public procurement contract but is excluded from participation by the procuring organisation. Suppose the bidder believes that decision of the procuring organisation is unjustified, infringes the procurement law and harms his interest in obtaining the contract. In that case, he may seek reconsideration or review.

29) All matters and decisions of procuring organisations are subject to review at any stage of the procurement proceedings. In this context, the Board considers the procedure of awarding a public procurement contract and the entire process leading to the conclusion of such a contract. This includes decisions taken during the pre-tendering and the tendering phase.

30) An aggrieved bidder may challenge the following decisions undertaken by procuring organisations:

- I. A decision concerning the choice of procurement methods,
- II. A decision on the procedure to be applied,
- III. Technical specifications or other requirements used in the description of the subject of the contract,
- IV. Award criteria chosen by the procuring organisation,
- V. Exclusion from participation in the procedure,
- VI. Rejection of the offer,
- VII. Selection of the best tender,
- VIII. Duration of advertisement, etc.

31) The first step in instituting challenge proceedings is by filing a written application for reconsideration to the head of the procuring organisation pursuant section 55(1) of the Act. Receiving an application for reconsideration triggers an automatic suspension of the procurement proceedings. The procuring organisation must suspend the procurement proceeding for ten (10) working days.

32) During this period, the head of the procuring organisation is under a duty to examine the application challenging the decision and render its verdict within the said ten (10) working days after the receipt of the application. The decision has to be justified and sent, together with justification, to the complainant. If necessary, the head of the procuring organisation may extend the suspension period by not more than thirty days.

33) The law provides in section 55(4) of the Act that a complainant who is dissatisfied with the decision of the procuring organisation can further invoke the jurisdiction of the Board by filing an application from review. The application's filing again triggers an automatic suspension in the manner hereinbefore discussed.

34) As discussed previously, the Applicant advances this application for review on two grounds, i.e., that the Respondent's claim that the Applicant's bid was unsuccessful

because price and quality were weighted highly during the evaluation process are unsubstantiated.

35) Secondly, the Applicant avers that the quality of furniture it offered to the Respondent met the standard requirement and specification contained in the tender document as same merely stipulated quantity and dimensions.

36) After evaluating the bids of shortlisted bidders, the Respondent, by a letter dated the 8th day of March 2022, sought GPPA approval of the award contracts for Lots 1 & 2. The same was granted and conveyed by a letter dated the 10th day of March 2022. It is apposite for us to state that GPPA gave its approval with a caveat. The caveat and its import will be discussed later in this decision.

37) Be that as it may, as per section 34(1) of the Act and regulation 173 of the Regulations, a procuring organisation is under a bounden duty to promptly publish the notice of contract award when the price of the contract exceeds the level set in the regulations. Regulation 173(1), in so far as is relevant, sets the threshold at D1,000,000 (one million Dalasi) and above for goods and services.

38) The price of the impugned contract award exceeds D5,000,000 (Five Million Dalasi). In our considered opinion, the Respondent was, therefore, under a statutory duty to publish a public notice of procurement contract award in the local media and GPPA's website and such other medium as provided in the Regulations.

39) The public notice of award should indicate the contract price and the name and address of the successful bidder. The notice is to be in GPPA Form 030. No evidence that the Respondent issued a public notice is before us. We consequently surmise that the Respondent observed section 34(1) and (3) and Regulation 173(1) more in the breach than in the letter.

40) We are further of the opinion that the Respondent also failed to comply with section 34(2) of the Act, which explicitly provides for ten days between the public notice of award and the conclusion of the contract. The parties conclude a contract if they intend to be legally bound and reach a satisfactory agreement. The Respondent did not observe this

timeframe. We so opine because, as discussed hereinbefore, upon receiving GPPA Approval, it immediately awarded the contract to Sonko Jileng and extended an invitation to execute the same.

41) Another point that behoves us to elucidate is the timeframes discussed in paragraphs [31] - [33] supra. The mischief parliament was trying to cure is a situation of the present nature where a procuring organisation prejudices an aggrieved bidder's rights to review by violating the set statutory timeframes for reconsideration and review by awarding the contract before the hearing and determination of the complaint.

42) During the pendency of an application for review or reconsideration, no action must be taken by the procuring organisation to prejudice the fair hearing and determination of the same. This procedural safeguard, we believe, is to allow a head of a procuring organisation or the Board to take the appropriate action where it finds merit in an aggrieved bidder's complaint.

43) Section 55(7) of the Act further reinforces this procedural safeguard provided by the law, it vests in the head of the procuring organisation or the Director-General of GPPA the power to extend the period provided for the suspension of the procurement proceedings provided that the total period of suspension shall not exceed thirty days.

44) The only instance where the suspension of the procurement proceedings shall not apply is where the procuring organisation certifies that urgent public interest considerations dictate that the procurement proceed. The Respondent issued no such certification. We, therefore, find and hold that the Respondent failed to mandatorily observe the suspension periods provided by the Act and consequently prejudiced the Applicant's statutory right to reconsideration and review.

45) We also note, in our view, the Respondent's violation of section 32 and regulation 90 of the Regulations. The Applicant requested the grounds for rejection or why its bid was unsuccessful, vide its letters of the 15th and 22nd day of March 2022. The Respondent's reaction was that it did not reject the Applicant's bid as it had erroneously communicated in its letter of the 10th day of March; it was merely unsuccessful.

- 46) Once the Applicant requested a reason for the rejection or lack of success of its bid, the Respondent was under a bounden duty under section 32 of the Act and Regulation 90 of the Regulations to debrief the Applicant. Such debriefing was to contain the grounds for 'rejection' or otherwise, a general description of the strengths and weaknesses of the Applicant's bid and the characteristics and relative advantages of the bid selected without revealing any propriety information.
- 47) The Respondent merely stated in its letter to the Applicant of the 24th day of March 2022 that the Applicant's *"bid was unsuccessful because the Contract Committee (sic) decided that your furniture did not meet the quality KMC wanted."* Respondent therefore failed to debrief the Applicant in our considered opinion and, as such, violated section 32 of the Act and Regulation 90 of the Regulations.
- 48) This begs the question, however, what then was *'the quality KMC wanted'*? In its response to the Board dated the 1st day of April 2022, the Respondent relied on article 12 of the Bid Data Sheet, which stipulates that the Respondent will evaluate bids based on price and quality. It also heavily relied on regulation 45(c) to justify its site visit.
- 49) Article 12 of the bid data sheet provides that bids are evaluated with regard to price, quality, most responsive and GPPA compliant. Regulation 45(c) provides that in confirming information submitted by the bidder, a procuring organisation may carry out post-qualification to determine the supplier's qualification, **following the evaluation of bids and the determination of the lowest price or best-evaluated bid.**
- 50) The procuring organisation in that regard shall conduct a detailed confirmation of the qualification data submitted by the bidder before the issuance of the notice of acceptance of the offer.
- 51) Page two of the evaluation proceedings report states that following the evaluation, the Respondent shortlisted three suppliers. It further says thus:

"Members in order to ensure that those shortlisted have the furniture or samples in their stores and showrooms agreed that a visit be arranged to allow them see firsthand the furniture they were offering." [sic]

52) We confess that we are unable to decipher that conundrum. Regulation 45(c) only comes into effect after evaluating bids and determining **the lowest price or best-evaluated bid** and not before. The Respondent, therefore, could not have adequately relied on this regulation as a pretext for conducting a site visit as the shortlisted bidder's bids were not yet evaluated.

53) It is noteworthy to state that GPPA, in its letter conveying approval for the award of the contract, made the following observation:

"Furthermore, the Authority wish to advise you in the future procurement of such nature, Eligibility of suppliers (site visit of suppliers) should be indicated clearly in the bidding document and to be used as evaluation factor." [sic]

54) We entirely agree with GPPA's observation. Since we have found that the Respondent could not have appropriately invoked Regulation 45(c), it is elementary but pertinent to state that the Respondent should have factored the site visit as an evaluation factor in the bidding document. We so reason because the Respondent heavily relied on its outcome to conclude that Sonko Jileng's bid was the most responsive.

55) A fundamental principle of public procurement is that a procuring organisation shall evaluate the bids received to ascertain the successful bid, which shall be the most responsive bid subject to any margin of preference. If the bidding documents stipulate that the lowest evaluated bid is ascertained based on criteria specified in the bidding documents. To the extent practicable, the criteria shall be objective and quantifiable and shall be given relative weight in the evaluation procedure.

56) In the instant application, the Respondent's evaluation criteria in its bidding document were price, quality, most responsive, and GPPA complaint. Whether domestic preference

applied was not indicated. It seems to us that the Respondent used a standard bidding document without appropriately adapting the same to its procurement requirements.

57) In article 12.2.1, the Respondent did indicate that the successful bid shall be the bid with the lowest price subject to a margin of preference. The margin of preference of 7.5 per cent did not apply to this procurement as it was by way of NCB and the other shortlisted bidders were all domestic business entities. The Applicant had the bid with the lowest bid price. The Respondent claimed that quality was also weighted highly during the evaluation process.

58) The bidding documents did not stipulate the type of quality of furniture the Respondent preferred. As rightly put forth by the Applicant, the only specifications in the Respondent's bidding document were the type of the office furniture, its dimensions, and the quantity required. There were no further specifications as to the 'quality' of the furniture.

59) We deem it crucial at this stage to reproduce the findings of the site visit team thus:

"1.3 The DOPD said they first visited Sonko Jileng at their showroom and saw materials they have on offer. This she said was exactly what they provided in the specs. She said they have all the materials set with exception of the sofas as only sets were available.

1.4 Sonko Jileng is giving three years guaranty on their products.

1.5 The Adviser said their products looks quality and the warranty period is very good. He expressed satisfaction at the furniture he has seen.

1.6 From Sonko Jileng, the team headed to Adonis Suppliers. The team was taken to the warehouse of the supplier where they saw boxes. No furniture was on display to enable members to see and feel.

1.7 Later, the team was taken to the Office of the Manager where a catalogue was shown to them which they said were the materials in the store.

1.8 The warranty period of Adonis is one year.

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1.12 The Committee therefore agreed to the following conditions.

1.13 That Sonko Jileng be offered the contract and be invited for negotiation on their bid

1.14 That there were awarded the contract to supply the furniture." [sic]

60) We are of the ardent view that whether the furniture is of more superior or inferior quality cannot by any figment of the imagination be assessed by mere observation, touching, or feeling as the team sought to do. Good quality furniture, in our judgment, should have the following characteristics: it must be structurally sound, solid, and well-built to ensure prolonged use. One should not be able to recognise any sway, give or flex in it.

61) The rules concerning the description of goods, works and services provide that technical specifications shall clearly describe a procuring organisation's requirements for quality, performance, safety, dimension, symbols etc. and requirements relating to conformity assessment procedures.

62) Consequently, a procuring organisation in preparing bidding and pre-qualification documents ought to ensure that it draws up any specification objectively. Descriptions and definitions of procurement requirements shall also be formulated in terms of performance wherever possible rather than design or descriptive characteristics as the Respondent sought to do in the specifications table in the bidding document.

63) Drawing up specifications objectively maximises competition and avoids creating unnecessary obstacles to participation by bidders in the procurement proceedings while ensuring that applicable national and international standards and the requisite quality levels are met.

64) Further, there is also no evidence that the Committee members who conducted the site visits had the requisite expertise to determine which of the two bidders, the Applicant or Sonko Jileng, had superior or inferior quality furniture. The Respondent should have drawn from one of its relevant units an ad hoc member who could provide the necessary technical expertise to determine the quality of the furniture offered by the bidders.

- 65) A point that is also of significance that behoves elucidation is the warranty period 'specification', which the Respondent seemed to weigh heavily in favour of Sonko Jileng. There is no specification regarding a warranty period in the bidding documents. The Respondent, therefore, assessed the bids on a specification that is not in the bidding documents.
- 66) Therefore, there was no basis for the Respondent to deem Sonko Jileng Enterprise's bid more responsive than the Applicant's. It was based on a specification that it did not formulate in terms of performance but design or descriptive characteristics.
- 67) A further point of great significance we wish to explicate in this decision is the failure of the Respondent to observe the provisions of section 22 of the Act relating to the qualifications of bidders. To enter into a procurement contract, a bidder shall demonstrate, and a procuring organisation shall positively determine necessary technical, financial, and ethical capacity. Section 22(3) of the Act enumerates the other qualifications a bidder must possess to qualify for the award of a procurement contract.
- 68) The mode of demonstration of a bidder that it has the technical, financial, and ethical capacity to enter into a procurement contract is by submitting qualification documents in that regard. The genre of qualification documentation is found in section 3 of the bid datasheet. The qualification documentation stated therein is mutatis mutandis, the requirements stipulated by the Act in section 22(3).
- 69) Further, Regulation 40 sets the threshold for required documentation of qualification. A procuring organisation must request bidders to provide supporting documentation showing that they fulfil the qualification requirements in section 22 of the Act for all procurement contracts that exceed the threshold set in schedule 1.
- 70) We observe with great concern the Respondent's noncompliance with section 22 of the Act galvanised by Regulation 40 of the Regulations in so far as is applicable. The infraction is by its failure to ensure that all bidders provided the qualification documentation outlined in section 2 of the bid data sheet, more so the winning bidder– Sonko Jileng Enterprises. The latter crucially failed to submit a business registration certificate.

71) The supporting documentation proving fulfilment of the requirements in section 22(3)(a)-(e) of the Act and section 3 of the bid data sheet are safeguards provided by the law. They ensure that procuring organisations do not enter into contracts with companies or business entities that do not possess the necessary technical, financial, and ethical capacity. The 'qualification' documents listed in the administration compliance section of the record of procurement proceedings on page 2 do not, in our view, sufficiently represent the requirements stipulated in section 23 of the Act as far as applicable.

72) Whilst we are alive to the fact that regulation 72 of the Regulations confides in a procuring organisation the discretion to regard a bid as responsive even if it contains minor deviations or errors or oversights that are capable of being corrected without affecting the substance of the bid. However, we wish to emphasise that any such deviations must be **minor** and should not materially alter or depart from the characteristics, terms, conditions, and other requirements outlined in the bidding document. Regulation 72, therefore, cannot avail the Respondent in the circumstances.

73) Respondent was also obliged by section 22(8) of the Act to disqualify all bidders when it found that their qualifications were materially inaccurate or incomplete. This, in our considered view, Respondent failed to do. It also failed to justify in its evaluation report the reasons why it chose to overlook Sonko Jileng's failure or negligence to submit a business registration certificate.

74) A valid business registration certificate is prima facie proof that a business or company is registered under the laws of The Gambia. It follows, therefore, that the absence of a business registration certificate prima facie divests a company of the legal capacity to enter into a procurement contract.

75) In the final analysis, we are disposed to think that the Respondent contravened the law in the manner it conducted the procurement proceedings. The same was fraught with irregularities from the onset. We wish to emphasise that public funds must be expended to maximise the value received by the public purchaser. The Act's objectives in section 3(c) ensure a fair opportunity for all prospective suppliers of goods, works, and services.

76) One of the Act's objectives is to provide a system of ensuring a transparent, efficient, and economic public procurement, accountability in public procurement and fair opportunity to all prospective suppliers of goods, works and services. As such, public procurement proceedings must be fair and transparent. It is the public body's responsibility to avoid deliberate flaunting of the laws of the land.

77) In the result, we make the following findings:

1. In its capacity as a procuring organisation, the Respondent Municipal Council infringed the procurement laws in the way and manner it conducted the procurement proceedings and subsequent award of the tender for the supply of furniture for the KMC Town Hall.
2. The conduct of the procurement proceedings and subsequent award of the contract to Sonko Jileng Enterprises was fraught with irregularities and was executed without fulfilment of a condition precedent to the same, i.e. observation of the standstill period of ten working days during which time an application for reconsideration by an aggrieved bidder ought to have been filed, considered, and determined by the Respondent.
3. Further, the Respondent curtailed the Applicant's statutory right to review by its failure to observe a further suspension of the procurement proceedings for ten working days provided by section 55(7) of the GPPA Act, 2014, as the contract was already awarded and in the process of execution when the Applicant filed this application for review.
4. Consequent to the acts and omissions of the Respondent during the conduct of the procurement proceedings and subsequent award of the contract, which infringed the procurement laws, the remedies that would, in the ordinary course of things, be available to the Applicant were overtaken by events.

5. The Board, as a consequence, is left with no option but to award compensatory damages to the Applicant assessed in the sum of D150,000.00 (One Hundred and Fifty Thousand Dalasi), according to section 55(6)(h) of the Act, and Regulation 171 of the Regulations.

This decision is the unanimous decision of the Board.

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HON. MRS. JUSTICE AMINA S. CEESAY
CHAIRPERSON

**ISSUED AT BIJILO UNDER THE SEAL OF THE BOARD AND THE HAND OF THE CHAIRPERSON ON
THE 14TH DAY OF APRIL 2022**

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SECRETARY