

2023, PENDING THE HEARING AND DETERMINATION OF THE MOTION ON NOTICE .

- III. AND FOR SUCH FURTHER ORDER(S) AS THIS HONOURABLE COURT MAY DEEM FIT TO MAKE IN THE CIRCUMSTANCES OF THIS CASE.**

THE GROUNDS UPON WHICH THIS APPLICATION IS BROUGHT:

- I. On 30th August, 2023, the Public Procurement Act, 2007 issued a Certificate of No objection in respect of service contract with respect to Service Boat Operations after a successful bid process in which the Plaintiff/Applicant emerged successful with respect to Warri Pilotage District which was one of the four pilotage district the exercise was conducted for.
- II. Upon the issuance of the Certificate of no objection, the Plaintiff/Applicant has waited for the issuance of the award letter and the execution of the agreement having fulfilled all its obligations under the tender process since its initiation in 2020.
- III. While awaiting the completion of the bid process, the Plaintiff learnt that the President of the Federal Republic of Nigeria, was misled to, a Presidential directive in **22nd day of august, 2023 with reference number: PRES/00-3/NPA/1/87/MF/81/SGF/s/86-1/COS/44** in contravention of the laid down procedure contained in the Public Procurement Act, wherein the President directed the issuance of a contract contrary to the provision of the Public Procurement Act, 2007.
- IV. The purported directive issued by the President of the Federal Republic of Nigeria after the bid process had been concluded in which the President directed the reinstatement of an expired Service Boat Monitoring Contract to one Integrated Logistics Services Limited (Intel) whose contract expired by effluxion of time in August 2020 on the purported basis that the Intel's Contract with the NPA was wrongly terminated is ultra-vires the powers of the President and the President was misled into issuing that directive.
- V. Contrary to the representation that informed the President's directives, intel's contract which was for 10 years was not terminated but abated by effluxion of time in August 2020.
- VI. Intel fully participated in the bid process initiated by the NPA and was accordingly disqualified for violating the Tender rules to wit: bidding for more than one Pilotage district.

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- VII. The Bureau of Public Procurement having been satisfied with the bid process, has issued a Certificate of No objection on the 30th day of August 2023 in favour of the Plaintiff/Applicant and other Preferred bidders of other Pilotage district according to Section 16(4) of the Public Procurement Act.
- VIII. Upon the issuance of the Certificate of No Objection, the process is semi-complete save for the issuance of the award letter and execution of the requisite contract.
- IX. That the President has no powers under the enabling laws to issue directives contrary to the laid down procedure as stipulated in the Public Procurement Act.
- X. That it will be in the interest of Justice to restrain the Defendant/Respondent from circumventing the procurement process and accordingly compel the Defendant to complete the process and issue an award letter in favour of the Plaintiff/Applicant as stated in the Certificate of No Objection issued by the Bureau of Public Procurement.
- XI. That the Plaintiff/Applicant will suffer irreparable damage if the procurement process is circumvented based on the said presidential directive.
- XII. There is a urgent need to keep matters in status quo

DATED THIS 17th DAY OF SEPTEMBER, 2023

Settled By:



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