

**THE REPUBLIC OF UGANDA  
PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS APPEALS  
TRIBUNAL**

**APPLICATION NO. 33 OF 2025**

**BETWEEN**

**SYBL LTD ::: APPLICANT**

**AND**

**NATIONAL INFORMATION TECHNOLOGY AUTHORITY  
UGANDA:::RESPONDENT**

**APPLICATION FOR REVIEW IN RESPECT OF THE REQUEST FOR PROPOSALS FOR THE UPGRADE AND EXPANSION OF THE NATIONAL DATA CENTER UNDER THE UGANDA DIGITAL ACCELERATION PROJECT – GOVERNMENT NETWORK (UDAP-GOVNET), UNDER PROCUREMENT REFERENCE NO: NITA-U/UDAP/SUPLS/2023-2024/00066.**

**BEFORE: FRANCIS GIMARA SC, GEOFFREY NUWAGIRA KAKIRA;  
PAUL KALUMBA, CHARITY KYARISIIMA, KETO KAYEMBA, ENG.  
CYRUS TITUS AOMU; MEMBERS**

## DECISION OF THE TRIBUNAL

### A. BRIEF FACTS

1. The National Information Technology Authority – Uganda (the “Respondent”) issued a Request for Proposals for upgrading and expanding the National Data Center under the Uganda Digital Acceleration Project – Government Network (UDAP-GOVNET), with procurement reference No: **NITA-U/UDAP/SUPLS/2023-2024/00066**. The original bid notice was published on July 26, 2024, followed by Addendum No. 1 on September 12, 2024.
2. The Respondent received proposals from three (3) bidders, namely; SYBL Ltd, Technology Associates Ltd (in a joint venture with Twilight Systems), and Samanga Solution—CWG PLC JV.
3. On August 14, 2025, after completing the technical evaluation phase, the Respondent informed **SYBL Ltd** that its bid scored 57.5% technically and that its financial envelope would be publicly opened on August 29, 2025, at 11:00 am. On the same date, **Technology Associates Ltd**, in joint venture with **Twilight Systems**, was advised that its technical score was **76.25%**, and that its financial envelope would also be publicly opened on August 29, 2025, at 11:00 am. **Samanga Solution – CWG PLC JV** was notified that its bid was **rejected**, and that its financial envelope (the second envelope) would be returned unopened after the conclusion of the selection process and the execution of the contract.
4. On August 28, 2025, SYBL LTD requested a debrief from the Respondent, specifically a detailed breakdown of its technical scores for the evaluation of its technical proposal.
5. On September 9, 2025, the Respondent sent a letter to SYBL Ltd., inviting the company to attend a debrief meeting scheduled for

Friday, September 12, 2025, at 10:00 a.m. at the Respondent's offices.

6. On August 28, 2025, SYBL Ltd (the Applicant), represented by SM & Co. Advocates, submitted a procurement-related complaint to the Respondent's Executive Director. The Applicant challenged the evaluation of its technical proposal, asserting that the evaluation was not conducted objectively in accordance with the Request for Proposals (RFP). Specifically, the Applicant argued that there was an inconsistent and arbitrary application of the scoring methodology, contrary to the RFP, and that the evaluation criteria were not applied uniformly across all bidders, thereby impacting the scores given to the Applicant.
7. The Respondent acknowledged receipt of the complaint on August 29, 2025, stating that it would be reviewed in accordance with the World Bank Procurement Regulations and that a formal response would follow. In a subsequent letter dated September 8, 2025, the Respondent informed the Applicant that the complaint was under review by the relevant stakeholders, as the procurement in question was subject to prior review by the World Bank, and that a response would be issued by September 16, 2025. Later, in another letter dated September 18, 2025, the Respondent reiterated that the complaint remained under stakeholder review and that a final response would be provided by September 30, 2025.
8. On September 22, 2025, the Applicant, dissatisfied with the Respondent's actions, submitted Registry Application No. 33 of 2025 to the Tribunal, requesting a review of the Respondent's decision.
9. The following day (September 23, 2025), the Respondent issued its formal response to the Applicant's procurement-related complaint, rejecting all the reliefs sought. The Respondent maintained that the complaint was unfounded, asserting that the Evaluation Committee applied the published evaluation criteria appropriately, exercised its

discretion properly in assigning scores to the evaluated technical proposals, and did not deviate from the defined criteria.

## **B. SUBMISSIONS**

During the oral hearing, the Applicant and Respondent highlighted their written submissions, responses, and made oral arguments before the Tribunal members.

### **Applicant**

1. The Applicant adopted its Application filed on September 22, 2025 and the written submissions filed on October 1, 2025, maintaining its request for review and re-evaluation of its Technical Proposal.
2. The Applicant submits that the Respondent erred by failing to issue a timely decision on the complaint, contrary to its undertaking and the World Bank Regulations. The Respondent's explanation that it required prior review and approval by the World Bank before issuing a decision was rejected by the Applicant as unfounded. Relying on Application No. 11 of 2025, *CSM Technologies Private Ltd and Sybyl Ltd JV v NITA-U* and Application No. 47 of 2024, *Doshnut Uganda Ltd v Ministry of Water and Environment*, the Applicant argued that World Bank review follows rather than precedes the Accounting Officer's decision, and the Respondent could not rely on this as an excuse for inaction.
3. The Applicant contended that the Respondent failed to conduct a proper and meaningful debriefing as required under Regulation 30(3) of the PPDA (Procurement of Consultancy Services) Regulations, 2023, and paragraph 3.7(a) of Annex III of the World Bank Procurement Regulations. It argued that the debrief meeting held on 12 September 2025 was perfunctory, lasting less than four minutes, and merely involved a cursory review of the scoring matrix without explaining how the scores were allocated or addressing the

reasons for the low ratings awarded to the Applicant's team leader and other aspects of its proposal. The Applicant maintained that such a superficial debrief failed to meet the legal requirement to provide sufficient information to enable a bidder to understand the evaluation decision or determine whether to lodge a complaint, relying on *CSM Technologies (supra)*, *Application No. 23 of 2021, Coil Limited v National Housing Construction Company Ltd*, and *Flannery v Halifax Estate Agencies Ltd [2000] 1 All ER 373* in support of its position.

4. The Applicant contended that its technical proposal fully met the requirements of the RFP but was not objectively or consistently evaluated in accordance with the evaluation criteria and scoring methodology set out in the RFP (pages 93–105). It maintained that there was no evidence that the Respondent applied the criteria uniformly across all bidders and that the lack of a substantive debrief or justification for the scores raised serious doubts about the integrity and fairness of the evaluation process. Relying on *Doshnut Uganda Limited (supra)*, the Applicant emphasized that the Tribunal's mandate includes determining whether the evaluation complied with the applicable procurement rules and was free from manifest error.
5. The Applicant further stated that after receiving its technical score of 57.50% on 14 August 2025 without any breakdown or justification, it lodged a formal complaint on 28 August 2025 with the Respondent's Executive Director and simultaneously requested a debrief to understand the scoring basis. Although the Respondent acknowledged receipt of the complaint on 29 August 2025 and undertook to address it promptly in accordance with the World Bank Procurement Regulations, no decision was rendered despite several extensions and correspondences. The Applicant therefore filed the present Application before the Tribunal, citing the Respondent's failure to act within a reasonable time and in accordance with the principles of transparency and promptness.

6. Substantively, the Applicant maintained that its technical proposal was exceedingly responsive to the RFP and that the awarded score of 57.50% was unjustified. It argued that the Respondent failed to evaluate the proposal objectively using the prescribed scoring methodology, particularly Table B of the RFP (pages 93–105). The Applicant demonstrated that under each Technical Factor (TF1–TF8), it provided comprehensive and compliant submissions, including detailed project management methodologies, a highly qualified professional team, robust cloud infrastructure and security upgrade plans, and verifiable local and regional experience backed by manufacturer references such as Dell. Based on these factors, the Applicant asserted that a proper and objective evaluation would have yielded a score exceeding 90%, and at a minimum of 93.32%.
7. The Applicant argued that the Respondent applied inconsistent and arbitrary scoring methods and metrics that deviated from the RFP’s stipulated evaluation framework. The lack of a clear correlation between the content of its proposal and the awarded scores, together with the Respondent’s refusal to disclose the scoring breakdown, pointed to non-transparency and potential bias. The Applicant concluded that the evaluation process was fundamentally flawed, contrary to the World Bank Procurement Regulations, the PPDA Act, and the principles of fairness and accountability governing public procurement.
8. Regarding timelines, the Applicant contended that its complaint was lodged within the reasonable period prescribed under Annex III of the World Bank Procurement Regulations for Investment Project Financing (IPF) Borrowers, 2025. It argued that, under paragraph 2.6 of Annex III, complaints are to be handled “*within a reasonable time*,” and that these Regulations, not the timelines set out under the PPDA Act, govern the present procurement.
9. The Applicant maintained that, having received its technical scores on 14 August 2025 and filed its complaint on 28 August 2025, it

acted within a reasonable timeframe. It further asserted that the Respondent's failure to render a decision within the periods it had undertaken initially by 16 September 2025 and later extended to 30 September 2025 was unjustified and contrary to the obligation to act promptly and fairly under paragraph 3.26 of the World Bank Regulations.

10. The Applicant argued that, the Respondent's repeated extensions and failure to act constituted undue delay and a violation of the duty of promptness imposed by the Regulations. Relying on *Meridiana Africa Airlines v Avmax Spares (EA) Ltd HCCS No. 0111 of 2017, Application 24 of 2021, Engineering Solutions v Ministry of Water and Environment*(page 17, paragraph 36) and *CSM Technologies & Sybyl Ltd JV v NITA-U(Supra)*, the Applicant submitted that the question of reasonableness is a matter of fact, that it would be pedantic to define what prompt and immediate action entails and that the Respondent's inaction offended the requirement for timeliness. The Applicant accordingly prayed that the Tribunal find the Application filed within time and hold that the Respondent cannot rely on its own delay to challenge its admissibility.
11. In conclusion, the Applicant prayed that the Tribunal overrule the Respondent's preliminary objection on timeliness, find that the instant application was filed within a reasonable period, and that the Respondent failed to resolve it promptly as required by the World Bank Procurement Regulations. The Applicant further sought orders for a re-evaluation of all bids in accordance with the RFP by a new evaluation committee, or alternatively, the cancellation of the procurement for non-compliance with the principles of fairness and transparency.

## **Respondent**

1. The Respondent adopted its reply to the Application filed on September 26, 2025, and its written submissions filed on October 2, 2025, to address the Application and related submissions.
2. The Respondent raised a preliminary objection that Application No. 33 of 2025 is fatally defective because it was filed outside the required statutory period. Relying on *CSM Technologies Private Ltd & Sybyl Ltd JV v. NITA-U* (Application No. 11 of 2025), the Respondent argued that while procurement-related complaints can be made outside Annex III of the World Bank Procurement Regulations for IPF Borrowers, paragraph 3.30 of those Regulations states that complaints challenging the results of a technical evaluation must be filed within ten business days of receiving the evaluation results. The Applicant received its technical evaluation results on August 14, 2025, and submitted its complaint on August 28, 2025.
3. The Respondent further contended that, in the absence of conflicting provisions under the World Bank Regulations, the timelines outlined in the PPDA Act, Cap. 205, apply automatically. Section 106(7) of the PPDA Act mandates that an Accounting Officer must issue a decision within ten days of receiving a complaint, and according to Sections 106(8) and 115(2)(b), a bidder is required to file an appeal with the Tribunal within an additional ten days. Since the complaint was received on August 28, 2025, the deadline for submitting the Tribunal application was September 18, 2025.
4. The Respondent noted that the Applicant filed on 22 September 2025, four days late, and cited *Yaweh Technical Services Ltd v. Soroti District Local Government* (Application No. 46 of 2024) and *Palm Construction Company Limited v. Ministry of Agriculture, Animal Industry and Fisheries* (Application No. 45 of 2024) to



emphasize that the Tribunal's jurisdiction ceases when statutory timelines are not met.

5. The Respondent also submitted that references by the Applicant to paragraph 3.26 of Section III and paragraph 2.6 of Annex III of the World Bank Regulations are misplaced, as the current complaint does not fall under Annex III categories. As clarified in *CSM Technologies* (supra, paras. 82–83), such complaints are instead governed by paragraph 5.41 of Part V of the Regulations. Paragraph 2.6 of Annex III, which requires complaints to be resolved “within a reasonable time,” applies only to complaints that are improperly made or out of time. There is no provision prescribing timelines for complaints from bidders not excluded from the procurement process; accordingly, the default PPDA timelines apply.
6. On the merits, the Respondent submitted that it did not err in failing to communicate a decision immediately because the procurement process was subject to prior review by the World Bank. Paragraph 5.92 of Part V of the World Bank Procurement Regulations requires prior World Bank approval before any decision can be issued on a procurement complaint. The Respondent stated that it promptly drafted a decision and submitted it to the World Bank for review, and following receipt of a no-objection, communicated the decision to the Applicant on 23 September 2025.
7. Regarding the debrief, the Respondent submitted that it acted in accordance with ITP 46.4 of the RFP and paragraphs 5.81, 5.85, and 5.86 of the World Bank Procurement Regulations, which allow verbal debriefs and limit them to unsuccessful bidders. The Applicant was not considered an unsuccessful bidder, as its financial proposal had not yet been opened. Nevertheless, the Respondent provided a debrief that reiterated the contents of the notification of the technical evaluation results and addressed the Applicant's questions. The Respondent maintained that it was not

required to provide point-by-point justifications or comparisons with other bidders and that its actions fully complied with the governing regulations.

8. The Respondent further noted that the Applicant's references to Regulation 30(3) of the PPDA (Procurement of Consultancy Services) Regulations, 2023, are misplaced and that the regulation applies to consultants or firms that have not been shortlisted, whereas the Applicant was not excluded. The Respondent maintained that the debrief conducted complied with the applicable World Bank Regulations and bidding documents.
9. Regarding the technical evaluation, the Respondent denied the Applicant's claims of bias, arbitrariness, or inconsistency, noting that the Applicant's own proposal letter confirmed it had "no reservations" about the contents of the RFP. It argued that all technical proposals, including the Applicant's, were evaluated strictly in accordance with the RFP, the scoring methodology outlined in Table B (pages 93–105), and Section III Evaluation and Qualification Criteria. The evaluation committee applied the prescribed criteria objectively, and the evaluation report was thoroughly reviewed and approved without objection by the World Bank before the scores were communicated.
10. The Respondent further explained that the total technical points were calculated by adding and weighting scores assigned by the evaluation committee in accordance with the RFP and Proposal Data Sheet. It argued that the technical evaluation was thorough, transparent, and fully compliant with both the RFP and the relevant World Bank Regulations.
11. In support of its position, the Respondent cited Application No. 47 of 2024, *Doshnut Uganda Limited v. Ministry of Water and Environment*, where the Tribunal held that it cannot substitute its judgment for that of the evaluation committee, and the award of marks is discretionary as long as the committee applies the evaluation criteria correctly. The Respondent argued that these

principles confirm that the Tribunal should not re-evaluate the technical scores awarded to the Applicant.

12. In conclusion, the Respondent prayed that the Tribunal dismiss Application No. 33 of 2025 since it was filed out of time. In the alternative, it invited the Tribunal to dismiss the application on its merits, finding no error in the Respondent's conduct, debriefing, or technical evaluation process, and requested that costs be awarded to the Respondent.

### **C. THE ORAL HEARING**

The Tribunal held an oral hearing via Zoom software on **October 10, 2025**. The appearances were as follows:

1. **Andrew Kibaya, Reagan Ahumuza & Rolant Kule of SM & Co. Advocates**, Counsel for the Applicant. In attendance were **Bijeesh Sreedharan** (Presales Consultant) and **Brikesh Nair** (Presales Consultant) as the Applicant's Representatives.
2. **John Kallemera of Muhumuza, Kateeba & Co. Advocates**, Counsel for the Respondent. In attendance were **Regina Rhoda Kimera** - Director, Finance and Administration and representative of the Respondent's Accounting Officer/Executive Director; **Patricia Anabo** - Legal Specialist; **Jacqueline Musimenta** - Procurement Specialist; **Nicolas Ochwo** - Applications Administrator and Member of the Evaluation Committee; and **Edmond Macheli** as Project Coordinator - Uganda Digital Acceleration Project - GovNet

## **D. RESOLUTION BY THE TRIBUNAL**

### **Issues**

The Application and the Respondent's Response raised six issues for consideration, which the Tribunal has reframed as follows.

- 1) *Whether the instant Application was filed outside prescribed timelines and was therefore incompetent*
- 2) *Whether the Respondent erred when it did not communicate a decision on the Applicant's Procurement Related Complaint?*
- 3) *Whether the Respondent erred when it purported to conduct a debrief without providing justification for the scores awarded to the applicant's proposal or reasons and an assessment of the weakness of the proposal against the evaluation criteria specified in the RFP?*
- 4) *Whether the Applicant's technical bid was objectively evaluated in accordance with the RFP?*
- 5) *Whether the Respondent applied the scoring methodology stated in Table B at pages 93-105 of the RFP in scoring of all bids during technical evaluation.*
- 6) *Whether there are available remedies to the Parties.*

### **Resolution of Issues**

#### **Issue No. 1**

*Whether the instant Application was filed outside prescribed timelines and was therefore incompetent*

1. The Respondent raised a preliminary objection to the effect that the instant Application No. 33 of 2025, filed on September 22,

related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." The Complaint must be submitted to the **Executive Director**, National Information Technology Authority, Uganda.

7. It is noteworthy that the procurement in question commenced on 26 July 2024. The relevant regulations are the World Bank Procurement Regulations for Investment Project Financing (IPF) Borrowers, Fifth Edition, September 2023, although the parties referenced the 2020 and 2025 editions in their submissions.
8. The World Bank Procurement Regulations for IPF Borrowers, 5<sup>th</sup> Edition, September 2023 and its Annex III on Procurement-related Complaints, confers on the "Borrower" the responsibility to handle and resolve procurement-related complaints. The World Bank Procurement Regulations define "Borrower" as a borrower or recipient of Investment Project Financing (IPF) and any other entity involved in the implementation of a project financed by IPF.
9. ITP 2.1 in Section 1 of the Bidding Document on page 6 states that the Borrower or Recipient (hereinafter called "Borrower" specified in the BDS has received or has applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contracts for which this bidding document is issued.
10. ITP 2.1 in Section II of the Proposal Data Sheet on page 53 states that the Borrower is the National Information Technology Authority of Uganda. The loan or financing agreement amount is US\$200 million, and the project's name is Uganda Digital Acceleration Project – Government Network (UDAP-GOVNET). The Respondent, as the Borrower, is therefore mandated to handle and resolve procurement-related complaints in this procurement.

11. Paragraph 3.31 of Section III. Governance, World Bank Procurement Regulations for IPF Borrowers on page 10, requires Complaints, other than those covered under Annex III, Procurement-Related Complaints, to be handled by the Borrower in accordance with the applicable complaint review rules and procedures as agreed by the Bank.
12. Paragraph 5.4 of Section V. Procurement Provisions, World Bank Procurement Regulations for IPF Borrowers on page 22 states that in a two-envelope process, the second envelope shall not be opened earlier than ten (10) Business Days from the communication to the Bidders/ Proposers/ Consultants, of the results of the evaluation of the first envelope. However, if the Borrower receives a procurement-related complaint in relation to the results of the evaluation of the first envelope within the ten (10) Business Days, the opening date shall be subject to Paragraph 3.1 (b) of Annex III, Procurement-Related Complaints. EMPHASIS ADDED
13. Paragraph 3.1 (b) of Annex III, Procurement- Related Complaints prescribes the timeline and process for review and resolution of Complaints and states as follows;

*“Complaints challenging the exclusion from a procurement process prior to contract award should be submitted to the Borrower within ten (10) Business Days following the Borrower’s transmission to the interested party of notice of such exclusion. The Borrower shall acknowledge In Writing the receipt of the Complaint within three (3) Business Days, and shall review the Complaint and respond to the complainant not later than seven (7) Business Days from the date of receipt of Complaint. If, as a result of the Borrower’s review of a Complaint, the Borrower changes the results of the earlier stage/phase of the procurement process, the Borrower shall promptly transmit a revised notification of*

*evaluation results to all relevant parties, advising on the next steps.*

14. Paragraph 3.27 of Section III (Governance) of the World Bank Procurement Regulations for IPF Borrowers on page 10 requires Procurement-related complaints (Complaints) to be submitted to the Borrower in a timely manner, at the appropriate stage of the procurement process, and when so submitted, the Borrower shall address them promptly and fairly. Timeliness, in both the submission of Complaints and their resolution, is of critical importance in order to avoid undue delay and disruption in the project of which the procurement is a part.
15. Relatedly, any procurement-related challenge that does not fall within the scope of Annex III is governed by Paragraph 3.31 of Section III (Governance) of the World Bank Procurement Regulations for IPF Borrowers on page 11. This paragraph requires that complaints not covered under Annex III be addressed by the Borrower in accordance with the applicable complaint review rules and procedures as agreed by the Bank, while still being handled in a timely manner and in accordance with sound procurement practices.
16. A comparative analysis of Annex III in relation to Paragraph 3.31 of Section III (Governance) shows that Annex III is a procedural, binding framework when referenced in the bidding documents. In contrast, Paragraph 3.31 serves as a fallback governance provision, ensuring that there is always a mechanism for fair and timely complaint resolution.
17. ITP 50.1 on page 59 of the Request for Proposal states that a procurement-related complaint under Annex III may challenge only 3 scenarios.

a) The terms of the bidding document

b) The employer's decision to exclude a bidder from the procurement process prior to the award of the contract and

c) The employer's decision to award the contract

18. Paragraph 3.1 of Annex III. Procurement-related Complaints goes ahead to prescribe timelines for the scenarios stated in ITP 50.1 as follows;

a) Complaints challenging the terms of prequalification or initial selection documents, request for proposals, or any other Borrower-issued bidding documents must be submitted to the Borrower at least ten (10) business days before the deadline for submission of Applications/Bids/Proposals, or within five (5) business days after any amendments are issued, whichever is later. The Borrower must review the complaint and respond to the complainant within seven (7) business days of receipt.

b) Complaints contesting exclusion from a procurement process prior to contract award must be submitted to the Borrower within ten (10) business days following the Borrower's notice of such exclusion to the interested party. The Borrower is required to review and respond to the complaint within seven (7) business days of receipt.

c) Complaints arising after the issuance of a Notification of Intention to Award the contract (or intention to conclude a Framework Agreement) must be submitted during the Standstill Period. The Borrower must review and respond to the complaint within fifteen (15) business days from receipt.

19. The impugned procurement is a two-envelope process, whose results of the evaluation of the first envelope (technical evaluation of proposals) was communicated to all bidders on August 14,



2025. The results were then challenged by the Applicant, who lodged a procurement-related complaint within the ten (10) Business Days on August 28, 2025.

20. The Applicant's challenge to the evaluation results of the first envelope (technical evaluation of proposals) does not fall within any of the circumstances outlined in Annex III. This is because the Applicant was neither contesting exclusion from the procurement process prior to contract award since the second envelope containing financial proposals had not yet been opened and the Applicant's bid was still under consideration nor was there any Notification of Intention to Award the contract that had been issued.

21. Since ITP 2.1 on page 53 of the Request for Proposal identifies the Borrower as the National Information Technology Authority – Uganda, accordingly, the complaint submitted on August 14, 2025, falls under the Borrower's national rules. In this instance, the relevant framework for resolving complaints challenging the results of the first envelope (technical evaluation of proposals) is the Public Procurement and Disposal of Public Assets Act, Cap 205, along with its accompanying regulations.

22. The Applicant's complaint, submitted on 28 August 2025, was acknowledged by the Respondent on 29 August 2025. Subsequently, the Respondent was obligated to review and respond to the complaint within ten (10) calendar days from the date of receipt, in accordance with Section 106(7) of the PPDA Act, Cap. 205. This timeline commenced on August 29, 2025. It elapsed on September 7, 2025, which was a Sunday and therefore excluded under Section 34(1)(a) of the Interpretation Act, Cap. 2, making 8 September 2025 the last day to issue a decision.

23. However, the Respondent issued its decision on September 23, 2025, which was outside the prescribed period and thus rendered the decision invalid. Such a decision is a *nullity* and has no legal

effect. See *Application No. 29 of 2025, Rural Digital Media Ltd. vs. Uganda Civil Aviation Authority* and *Application No. 18 of 2025, Goldstar Insurance Company Limited v Uganda National Oil Company*.

24. To ensure procedural fairness and accountability, the Tribunal carefully considered the Applicant's submissions and arguments regarding the "reasonableness of time" for resolving a procurement-related complaint. However, we observed that the timelines in Annex III of the World Bank Procurement Regulations for IPF Borrowers, as far as Paragraph 5.4 of Section V of the Procurement Provisions is concerned, serve as an indicative benchmark.
25. The Tribunal finds that, based on a purposive reading of Paragraph 5.4 of Section V of the Procurement Provisions (page 22) which forms the basis of the Applicant's complaint and its explicit reference to Paragraph 3.1(b) of Annex III on Procurement-Related Complaints (page 61), a reasonable period for resolving the Applicant's complaint would have been the **seven-business-day timeline** from August 29, 2025 to September 8, 2025.
26. Although at the hearing, the Applicant urged the Tribunal to consider a period of 7–15 business days as a reasonable timeframe within which the Respondent should have issued its decision, the Tribunal finds otherwise. The complaint concerned the first envelope's technical evaluation, not a post-award challenge, and if upheld, would have required the Borrower, under Paragraph 5.4 of Section V of the Procurement Provisions, to revise and communicate the results promptly. Accordingly, the Tribunal applies the seven-business-day timeline referenced in Paragraph 3.1(b) of Annex III, rather than the fifteen-business-day period applicable to post-award complaints, as the Applicant provided no valid justification for departing from it.
27. The Applicant's contention that filing before 16 September 2025 would have been premature and after the opening of financial

proposals too late is untenable. Paragraph 5.4 of Section V of the Procurement Provisions expressly refers to Paragraph 3.1(b) of Annex III, indicating that financial proposals should not be opened until complaints are resolved within the prescribed timelines.

28. This finding aligns with Paragraphs 3.27 and 3.28 of Section III (Governance) of the World Bank Procurement Regulations for IPF Borrowers, which underscore the importance of timely submission and resolution of procurement-related complaints to avoid delays and disruption. Consequently, the Applicant's arguments regarding the "*reasonableness of time*" do not support its case.
29. The Respondent's decision, issued on 23 September 2025, was made after the seven-business-day timeline and is therefore invalid, a nullity, and without legal effect. Nonetheless, this does not absolve the Applicant from its duty to seek review from the Tribunal within the statutory timelines.
30. The Tribunal has recently emphasized that bidders should not await a decision from the Accounting Officer once the prescribed timelines for the Accounting Officer to issue a decision have elapsed. In such instances, bidders are expected to act promptly and file an application before the Tribunal within the prescribed period of 10 days. See 115(2)(b) of the *Public Procurement and Disposal of Public Act Cap 205*, Application No. 22 of 2025, *Goldstar Insurance Company Limited v Bank of Uganda* and Application No. 25 of 2025, *Ttumuka General Auctioneers Limited v Pader District Local Government*.
31. The timeframe within which the Applicant ought to have filed an application before the Tribunal commenced on **September 9, 2025 and** elapsed on **September 18, 2025**. Given that the instant application was filed on **22 September 2025**, it was **out of time** and therefore **incompetent and fatally defective** and must be struck out on that basis.

32. The Tribunal has consistently emphasized that the timelines prescribed under the Public Procurement and Disposal of Public Assets Act are mandatory and serve a clear legal purpose. The Act does not grant the Tribunal authority to extend or vary these timelines. Consequently, if a party fails to act within the stipulated period, the Tribunal loses jurisdiction over the matter. This position has been affirmed in cases such as *Eclipse Edisoil JVC Ltd v Napak District Local Government* (High Court Civil Appeal No. 05 of 2024, arising from Tribunal's Registry Application No. 33 of 2023) and *Application No. 18 of 2025- Gold Star Insurance Company Limited v Uganda National Oil Company*.
33. The outcome of our findings is that the instant Application lodged with the Tribunal on **September 22, 2025**, is time-barred and incompetent. In the circumstances, the Tribunal refrains from delving into the merits of the application.
34. **This issue is resolved in the affirmative.**

## **DISPOSITION**

1. The Application is struck out.
2. The Respondent is at liberty to continue with the procurement process.
3. The Tribunal's suspension order dated September 23, 2025, is vacated.
4. Each party shall bear its own costs.

Dated at Kampala, this **13<sup>th</sup>** day of **October, 2025**.



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**FRANCIS GIMARA SC.  
MEMBER**



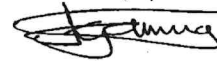
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**GEOFFREY NUWAGIRA KAKIRA  
MEMBER**



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**PAUL KALUMBA  
MEMBER**



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**CHARITY KYARISIIMA  
MEMBER**



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**KETO KAYEMBA  
MEMBER**



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**ENG. CYRUS TITUS AOMU  
MEMBER**