

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

APPLICATION NO. 40 OF 2025

BETWEEN

TECH PLANET DEVELOPMENT CENTRE:..... APPLICANT

AND

FORT PORTAL REGIONAL REFERRAL HOSPITAL:.....RESPONDENT

**APPLICATION FOR REVIEW CHALLENGING FORT PORTAL
REGIONAL REFERRAL HOSPITAL'S DECISION NOT TO RENEW THE
FRAMEWORK CONTRACT FOR COMPOUND AND STAFF QUARTERS
CLEANING SERVICES, PROCUREMENT REFERENCE NO.
FP/SUPLS/2021-2022/00143.**

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

DECISION OF THE TRIBUNAL

A. BRIEF FACTS

1. Tech Planet Development Centre (the Applicant) was engaged by Fort Portal Regional Referral Hospital (the Respondent) to provide compound and staff quarters cleaning services under Procurement Reference FP/SUPLS/2021-2022/00143, on a framework contract valued at UGX 51,547,512 per annum for a three-year term beginning 29 September 2022.
2. By letter dated 10 September 2025, addressed to the Respondent's Senior Executive Consultant and received on 24 September 2025, the Applicant sought a renewal of the contract for a further three years on the existing terms (see p.11 of the application).
3. The Applicant did not receive any communication from the Respondent. Instead, on 29 September 2025, its on-site staff informed it that another provider, Ever Rosy Cleaning and Fumigation Services, had been engaged to assume the cleaning services and was attempting to recruit the Applicant's employees.
4. The Applicant subsequently filed a request for administrative review before the Respondent's Accounting Officer on 8 October 2025, challenging the conduct of the procurement process that resulted in the engagement of Ever Rosy Cleaning and Fumigation Services.
5. By letter dated 10 October 2025, received on 14 October 2025 at 10:40 a.m., the Accounting Officer rejected the Applicant's complaint on grounds that the Applicant was not a participating bidder, was therefore precluded from seeking administrative review and that the Applicant's Complaint was null and void.

6. In a further letter dated 17 October 2025, received by the Applicant on 27 October 2025, the Respondent, responding to the Applicant's earlier letters of 21 September 2025 and 14 October 2025, communicated that the contract would not be renewed, as a new procurement process had already commenced.
7. The Respondent further advised the Applicant to participate in future procurement opportunities and clarified that the outstanding payments under the contracts for the supply of food to needy patients, hospital cleaning, and external cleaning services had been classified as domestic arrears, which would be settled before the end of the financial year, subject to verification.
8. The Respondent subsequently initiated a new tender for the provision of cleaning services on a framework arrangement under Procurement Reference No. FP/SUPLS/2025/2026/00144, using the open domestic bidding method. A bid notice to this effect was published in the *New Vision* newspaper, page 10, on 8 October 2025.
9. The Applicant thereafter filed the present Application before the Tribunal on 31 October 2025, seeking review of the Respondent's decision.

A. APPLICATION

1. The Applicant, Techplanet Development Centre, stated that it had been a long-standing and pre-qualified provider of cleaning services to Fort Portal Regional Referral Hospital (FPRRH) for over ten years under successive framework contracts, the latest of which expired on 29 September 2025. The Applicant averred that, following a meeting held on 10 September 2025, the Principal Hospital Administrator advised it to submit a formal request for extension of the expiring contract. The Applicant reported that it submitted this request on the same day and

resubmitted it on 24 September 2025 through the Senior Executive Consultant's office, but no response was ever issued by the Accounting Officer.

2. The Applicant further stated that, while awaiting communication on its renewal request, individuals from Ever Rosy Cleaning and Fumigation Services were observed on the Hospital premises between 26 and 29 September 2025, claiming to have been awarded the new cleaning contract and collecting particulars of the Applicant's staff. According to the Applicant, Ever Rosy subsequently assumed the cleaning services on 8 October 2025.
3. The Applicant stated that, upon confirming Ever Rosy's takeover, it filed a request for administrative review on 8 October 2025. However, the Accounting Officer rejected this request as null and void by letter dated 10 October 2025. The Applicant reported that it wrote again on 14 October 2025, citing the legal basis for its complaint, but received no further response.
4. The Applicant also alleged that the Respondent had consistently failed to settle outstanding payments for goods and services rendered between 2022 and 2025, resulting in financial and operational hardship.
5. Consequently, the Applicant prayed for the Tribunal's intervention, seeking: (i) a declaration nullifying the contract awarded to Ever Rosy Cleaning and Fumigation Services in September 2025; (ii) an order compelling the Respondent to conduct a lawful, transparent, and competitive procurement process; (iii) payment of all outstanding arrears; (iv) an award of damages and costs; and (v) any other relief the Tribunal deemed appropriate.

6. The Applicant additionally requested that the Tribunal reprimand the officers responsible for the alleged non-compliance with procurement procedures and for issuing a contract without the requisite approvals.

B. RESPONSE TO THE APPLICATION

1. The Respondent, in its reply dated 11 November 2025, stated that the framework contract for outside cleaning services under Procurement Reference FP/SUPLS/2021/2022/00143, with a monthly sum of UGX 4,295,626, expired on 29 September 2025, thereby concluding Techplanet Development Centre's engagement. The Respondent noted that the contract had run for the full three-year term from 29 September 2022 to 29 September 2025. It further explained that the Applicant's request on 10 September 2025 for a three-year extension was a proposal, and that, by letter of 24 September 2025, the Hospital communicated its decision not to renew the contract in order to obtain improved services and greater value for money.
2. According to the Respondent, the Hospital considered it prudent to undertake a fresh competitive procurement process to obtain the services at a reduced cost. The Respondent asserted that the new service provider was offering the same services at UGX 4,200,000 (VAT inclusive) per month, compared to the Applicant's earlier rate of UGX 4,295,626, which, in its view, demonstrated enhanced economy and efficiency as required under sections 46 and 48 of the PPDA Act.
3. The Respondent further explained the Hospital employed the micro-procurement method to acquire outside cleaning services for October 2025 under Procurement Reference FPRRH/NCONS/2025/2026/00042, as the estimated cost fell below the micro-procurement threshold. Three pre-qualified firms, namely *Eva Rose Investment Limited*, *Bunyoro Kitara Fumigation Services*, and *Mwebu Logistics Ltd.*, were invited to

submit quotations. Eva Rose Investment Limited quoted the lowest price and met all requirements. The Procurement and Disposal Unit evaluated the bids and confirmed *Eva Rose Investment Limited* as the best-evaluated bidder for the month of October 2025.

4. The Respondent submitted that none of the invited firms challenged the procurement outcome and that Eva Rose Investment Limited proceeded with the service on the basis of a Local Purchase Order. The Respondent denied the Applicant's allegations of direct procurement and emphasised that the process used was a lawful micro-procurement process. It also reported that a separate Open Domestic Bidding process for a longer-term framework contract for cleaning services was advertised in the New Vision newspaper on 21 October 2025, and that this procurement was still under evaluation.
5. With respect to the Applicant's administrative review request dated 8 October 2025, the Respondent stated that the complaint was dismissed because the Applicant had not participated in the procurement process in question, had referred to an incorrect entity (*Eva Rosy Cleaning and Fumigation Services* instead of *Eva Rose Investment Limited*), and had made allegations unsupported by evidence. The Accounting Officer concluded that the Administrative Review Regulations were not met, as the Applicant was not a bidder in the procurement and had not referenced a valid procurement number. Accordingly, the Accounting Officer, by letter dated 10 October 2025, dismissed the complaint.
6. Regarding outstanding payments, the Respondent acknowledged that several invoices relating to cleaning services and supplies under the expired framework contracts remained unpaid, amounting to UGX 33,362,149. The Respondent indicated that the Hospital had initiated payment processes through the Integrated Financial Management System (IFMS) for outstanding

monthly cleaning invoices and had committed the remaining amounts to domestic arrears as directed by the Ministry of Finance. The Respondent stated that, should delays occur under the domestic arrears process, the Hospital would settle the outstanding payments within the 2026/2027 financial year using its available resources.

C. THE ORAL HEARING

1. The Tribunal conducted an oral hearing on **13 November 2025** via Zoom. The following appearances were recorded:
 - 1) **Mr. Peter Opolot**, a Director of the Applicant, appeared on behalf of the Applicant.
 - 2) **Mr. Mugisha Eliazer**, Principal Hospital Administrator, and **Mr. Habyarimana Obed**, Principal Procurement Officer, represented the Respondent. Also in attendance for the Respondent were **Mr. Niwaha Dan**, Biomedical Engineer and Chairperson of the Contracts Committee, and **Mr. Leonard Byamukama**, Human Resource Manager.
 2. **Eva Rose Investment Limited**, the best-evaluated bidder in the micro-procurement for the provision of outside cleaning services for October 2025 under Procurement Reference FPRRH/NCONS/2025/2026/00042, was duly served with a copy of the Application and informed of the hearing date. Nevertheless, it neither submitted a response nor appeared before the Tribunal at the hearing.
 3. During the oral hearing, the Applicant and Respondent highlighted their written submissions and responded to clarifications sought by the Tribunal.
- Applicant**
4. The Applicant adopted its written submissions electronically filed on 11 November 2025 at 9:43 p.m.

5. The Applicant submitted that the Accounting Officer had breached the law by failing to render a decision within the statutory period of ten working days. The Applicant denied receiving any communication from the Hospital on 27 October 2025 regarding the non-renewal of its contract. It further contended that the award of the cleaning contract to *Ever Rosy Cleaning and Fumigation Services*, notwithstanding the Applicant's longstanding and distinguished service, violated the *Public Procurement and Disposal of Public Assets Act, Cap 205* and the Regulations.
6. The Applicant contended that it did not participate as a bidder in the micro-procurement for the provision of outside cleaning services for October 2025, which was awarded to Ever Rosy, as it had not been invited to submit a bid. Accordingly, the Applicant submitted that it approached the Tribunal as a person aggrieved and adversely affected by the decision of the Hospital administrators.
7. The Applicant requested that the Tribunal declare the contract awarded to Ever Rosy in September 2025 null and void, and direct the Respondent to conduct a lawful, transparent, and competitive procurement process.

Respondent

8. The Respondent reiterated the contents of its reply to the Application, maintaining that the Applicant had been duly informed of the Respondent's decision not to renew the contract. The Respondent explained that the contract could not be extended because additional scope, including the satellite laboratory and staff quarters, needed to be incorporated, which required a competitive procurement process rather than a mere renewal.
9. The Respondent further stated that, since the Applicant's contract expired on 29 September 2025, it conducted a micro-procurement as an interim measure to ensure continuity of

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cleaning services for the month of October 2025. This was done while a new competitive framework tender, accommodating the expanded scope, was advertised publicly in newspapers.

10. In conclusion, the Respondent prayed that the Tribunal dismiss the Application, asserting that all actions taken were in accordance with the *Public Procurement and Disposal of Public Assets Act, Cap 205* and Regulations.

D. RESOLUTION BY THE TRIBUNAL

Issues

1. The Tribunal observed that the Application did not explicitly frame any issues for determination. However, having considered the contents of the Application, the Tribunal deduced and framed the following issues:
 - (i) *Whether the Application was filed within the statutory timelines prescribed by law?*
 - (ii) *Whether the Respondent acted in error, in law or in fact, by refusing to renew the framework contract for compound and staff quarters cleaning services under Procurement Reference **FP/SUPLS/2021-2022/00143**?*
 - (iii) *Whether the Respondent acted in error, in law or in fact, by awarding the cleaning contract to Eva Rose Cleaning and Fumigation Services (also referred to as Eva Rose Investment Limited)?*
 - (iv) *What remedies, if any, are available to the parties?*

Resolution of Issues

Issue No. 1

Whether the Application was filed within the statutory timelines prescribed by law?

2. Applications to review a decision of a procuring and disposing entity may be filed under section 115(1)(a)-(c) of the *Public*

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Procurement and Disposal of Public Assets Act, Cap 205, by the following persons;

- a) a bidder who is aggrieved, as specified in section 106 (7) or (8);
 - b) a person whose rights are adversely affected by a decision made by the Accounting Officer; and
 - c) a bidder who believes that the Accounting Officer has a conflict of interest as specified in section 106 (9).
3. The application for review of a decision of a procuring and disposing entity before the Tribunal must be made within the timelines prescribed in section 115(2)(a)-(c) of *Public Procurement and Disposal of Public Assets Act Cap 205*, namely,
- a) for section 106 (7), within ten working days from the date of receipt of the decision of the Accounting Officer;
 - b) for section 106 (8), within ten days from the date of expiry of the period specified in the section; and
 - c) for section 106 (9), within ten days from the date when the omission or breach by the procuring and disposing entity is alleged to have taken place.
4. Section 2 of the *Public Procurement and Disposal of Public Assets Act* defines a “procurement process” as encompassing all successive stages of the procurement cycle, including planning, selection of the procurement method, solicitation of bids, examination and evaluation of offers, contract award, and contract management. Accordingly, the statutory definition encompasses actions or omissions that occur during contract management, and decisions such as extending the duration of a procurement contract clearly fall within the scope of a procurement process.
5. The instant Application arises from the non-renewal of a contract previously held by the Applicant and the subsequent award of the same contract to *Ever Rosy* (also referred to as *Eva Rose Investment Limited*). The Applicant alleged that the award was

unlawful and constituted prima facie violations of its rights under sections 48, 49, 51, and 54 of the *Public Procurement and Disposal of Public Assets Act*.

6. By the time the Application was filed, the original contract had expired, terminating the Applicant's contractual rights. Two new procurement processes had commenced: a micro-procurement for October 2025 outside cleaning services under FPRRH/NCONS/2025/2026/00042, awarded to *Eva Rose Investment Limited*, and a framework tender under FP/SUPLS/2025/2026/00144, advertised on 8 October 2025 via open domestic bidding. The Applicant did not participate in either process.
7. On 14 October 2025, the Accounting Officer dismissed the Applicant's administrative review of 8 October 2025 on the basis that the Applicant was not a participating bidder and was therefore precluded from seeking administrative review, rendering the complaint null and void.
8. At the hearing, the Applicant confirmed that it had not participated in the micro-procurement for October 2025, as it was not invited to submit a bid. The Applicant further stated that it approached the Tribunal as a person aggrieved and adversely affected by the Hospital administrators' decision to refuse renewal of its cleaning services contract and to initiate a new tender process, awarding the contract to *Ever Rosy* (also referred to as *Eva Rose Investment Limited*).
9. Accordingly, the Respondent's decision not to renew the Applicant's contract and to engage a new service provider through micro-procurement constitutes a decision of a Procuring and Disposing Entity that is reviewable by the Tribunal under section 106(1)(b) of the *Public Procurement and Disposal of Public Assets Act*, where such a decision adversely affects a person's rights.

10. The Tribunal finds that, since the Applicant was not a bidder, it could not have validly filed an administrative review with the Accounting Officer, as that avenue is restricted to bidders under sections 106(1) and (2) of the *Public Procurement and Disposal of Public Assets Act Cap 205*.
11. Notwithstanding this, section 115(1)(b) of the Act provides that any person whose rights are adversely affected by a decision of the Accounting Officer may apply directly to the Tribunal for administrative review. An applicant to the Tribunal need not be a bidder, nor is it necessary that they have previously sought review from the Accounting Officer. See ***Application 21 of 2023, EAA Company Limited v Uganda National Bureau of Standards***.
12. The Tribunal has consistently held that applications for administrative review are not confined to bidders but are also open to any person whose rights are adversely affected by a decision of the Accounting Officer. See ***Application No. 33 of 2024, Trio Consultants Limited v Uganda National Roads Authority; Application No. 21 of 2022, Tumwebaze Stephen Kiba v Mbarara City & 2 Others; Application No. 20 of 2021, Obon Infrastructure Development JV v Mbarara City & Others; Application No. 7 of 2017, Old Kampala Students Association v PPDA & Old Kampala Senior Secondary School; Application No. 14 of 2023, Globe World Engineering (U) Ltd v Mbarara City Council; and Application No. 21 of 2022***.
13. As the Applicant was a person whose rights were adversely affected by a decision of the Accounting Officer of the Respondent, it was required to file its application directly before the Tribunal within the timelines prescribed under section 116(2)(a)-(c) of the Public Procurement and Disposal of Public Assets Act, namely within ten working or calendar days, as applicable, and without undue delay. See ***Application 3 of***

2025, Ssaalongo Matovu v Uganda National Roads Authority and Another.

14. The Applicant indicated that, while awaiting an official response on its contract renewal request, its staff were informed on 26 September 2025 that a new service provider, Ever Rosy, had approached them claiming to have been awarded the new cleaning contract effective 1 October 2025. On 29 September 2025, representatives from *Ever Rosy* were reportedly on hospital premises collecting staff particulars in preparation for engagement.
15. It is therefore evident that the Applicant became aware of the non-renewal of its contract and the subsequent award to *Ever Rosy (Eva Rose Investment Limited)* on 26 September 2025. It is reasonable to conclude that the Applicant was adversely affected by the Respondent's decision on that date. This explains the Applicant's initial, though procedurally incorrect, attempt to seek administrative review from the Accounting Officer on 8 October 2025.
16. Consequently, the Applicant, as a person adversely affected by the Respondent's decision, ought to have filed a direct application to the Tribunal expeditiously, within ten working days from 27 September 2025. Instead, the Applicant delayed for thirty-four days, filing the instant application before the Tribunal on 31 October 2025.
17. The Tribunal emphasizes that the timelines established under the *Public Procurement and Disposal of Public Assets Act, Cap 205* are mandatory and not subject to extension or variation. Failure to act within the prescribed period deprives the Tribunal of jurisdiction. This principle has been consistently affirmed in *Eclipse Edisoil JVC Ltd v Napak District Local Government* (High Court Civil Appeal No. 05 of 2024, arising from Tribunal Registry Application No. 33 of 2023) and Tribunal decisions including ***Application No. 34 of 2025, Kakooba Matooke Traders Co-***

***operative Limited v Mbarara City Council and Another, and
Application No. 33 of 2025, Sybl Ltd v National Information
Technology Authority Uganda.***

18. In view of the foregoing, the Application is deemed incompetent and will be struck out. There is no need to delve into the merits or the other issues
19. **Issue no. 1 is resolved in the negative.**

E. DISPOSITION

1. The Application is struck out.
2. Each party shall bear its own costs.

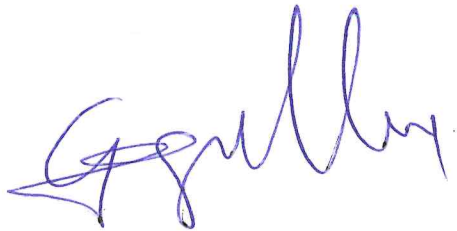
Dated at Kampala, this **17th** day of **November 2025**.



FRANCIS GIMARA SC.
MEMBER



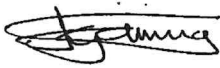
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