

**THE REPUBLIC OF UGANDA
PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS
APPEALS TRIBUNAL
APPLICATION NO. 15 OF 2026**

BETWEEN

GOLDSTAR INSURANCE COMPANY LTD ::::::::::::::::::::APPLICANT

AND

UGANDA NATIONAL OIL COMPANY LTD:::::::::::::::::: RESPONDENT

**APPLICATION FOR REVIEW ARISING FROM THE PROCUREMENT
FOR THE PROVISION OF GROUP PERSONAL ACCIDENT AND
WORKER'S COMPENSATION INSURANCE COVER FOR ITS STAFF
UNDER A FRAMEWORK ARRANGEMENT, REFERENCED AS
UNOC/NCONS/25-26/00375**

**BEFORE: NELSON NERIMA, GEOFFREY NUWAGIRA KAKIRA,
PAUL KALUMBA, CHARITY KYARISIIMA, AND ENG. CYRUS TITUS
AOMU, MEMBERS**

A. BRIEF FACTS

1. The Uganda National Oil Company Ltd. (UNOC) (the Respondent) initiated a procurement process for non-consultancy services for the provision of Group Personal Accident and Worker's Compensation Insurance Cover for its staff under a framework arrangement, using Open Domestic Bidding procurement method under reference number UNOC/NCONS/25-26/00375. The bid notice was published in the *New Vision* newspaper on Thursday, 27 November 2025, and in the *Daily Monitor* on 25 November 2025.
2. The Respondent received bids from nine (9) bidders, namely: *NIC General Insurance Company Ltd*; *Gold Star Insurance Company Limited* (the Applicant); *Old Mutual Insurance Uganda Limited*; *Liberty General Insurance Uganda Ltd*; *Britam Insurance Company Uganda Limited*; *Mayfair Insurance Company Uganda Ltd*; *Sanlam Allianz General Insurance Uganda Limited*; *Mirai General Insurance (U) Ltd* (formerly *First Insurance Company*); and *APA Insurance (U) Ltd*.
3. On 17 March 2026, the Respondent issued a Notice of Best Evaluated Bidder indicating that the three years' framework contract had been awarded to *Britam Insurance Company Uganda Limited* at an annual premium price of UGX 622,681,833 inclusive of all applicable taxes and total contract price of UGX 1,868,045,499 for a period of three years.
4. The Notice of Best Evaluated Bidder further stated that the Applicant's bid had failed at the Financial Evaluation Stage on the ground that the Applicant "did not consider the number of staff in the computation for the premium loading for the extra benefits requested by the Entity, which led to the bidder's bid price appearing understated."

5. Dissatisfied with the outcome, the Applicant lodged an administrative review complaint before the Respondent's Accounting Officer on 31 March 2026. The complaint to the Accounting Officer was premised on two grounds, namely:
 - 1) The number of staff is not a consideration in the computation of the premium loading for extra benefits, and therefore, it was erroneous for UNOC to eliminate the Applicant's bid.
 - 2) The Applicant's bid was eliminated based on an evaluation criterion that is not in the bidding document in contravention of the PPDA Act.
6. By a decision dated 9 April 2026, the Accounting Officer dismissed the Applicant's complaint on the basis that it was devoid of merit.

B. APPLICATION TO THE TRIBUNAL

1. Being aggrieved by that decision, the Applicant filed the present application before the Tribunal on 21 April 2026. The Application raised two substantive issues indicated in the paragraphs below.
 - 1) *Whether the total number of staff is a consideration in the computation of the premium loading for extra benefits, and whether it was erroneous for the Respondent to eliminate the Applicant's bid for this reason?*
2. The computation of premium is governed by the *Insurance (Minimum Premium and Maximum Commission Rates) Regulations, 2023*.
3. The policy extensions in the Applicant's bid were computed in accordance with Part III in Schedule 1 of the Insurance regulations.

4. The regulations do not require that the total number of staff should be considered when computing the premium loading for policy extensions / extra benefits. Part III of Schedule 1 requires that the 10 % loading should be applied to the premium rate and then applied to each applicable extension. This is exactly how the Applicant computed each of the applicable extra benefits.
5. The elimination of the Applicant's bid on account that the Applicant did not consider the total number of staff (222) when computing the premium loading for extra benefits/policy extensions was erroneous.
7. Including the total number of staff when computing the premium loading for extra benefits/policy extensions would be in contravention of the Insurance regulations.
8. Without prejudice to the foregoing, regulation 7 (1) and (2) (b) of the *PPDA (Evaluation) Regulations, 2023* states that an Evaluation Committee may correct a non – conformity or omission in a bid that does not constitute a material deviation. The non-consideration of staff numbers when computing the premium loading for extra benefits is not a material deviation.
9. Given the fact that the Applicant clearly indicated the premium applicable for each extra benefit per person, it was incumbent on the Respondent, during the evaluation process, to multiply the total number of staff (222) by the Applicant's premium for each applicable extra benefit, for evaluation purposes only.
10. After the conclusion of the adjustment of the Applicant's premiums for the applicable extra benefits, the Respondent should have compared the resultant total premium of the Applicant's bid and the total premium of any other bids being evaluated at the financial comparison stage, for the purpose of determining the best evaluated bid.

2) *Whether the Applicant's bid was eliminated based on an evaluation criterion that is not in the bidding document in contravention of the PPDA Act and the regulations made under the Act?*

11. Section 76 (3) of the PPDA Act cap. 205 states that no evaluation criteria other than those stated in the bidding document shall be taken into account.
12. Regulation 5 (2) of the *PPDA (Evaluation) Regulations, 2023* provides that an Evaluation Committee shall not, during an evaluation, make any amendment, including any addition to the evaluation criteria stated in the bidding document, and shall not use any other criteria other than the criteria specified in the bidding document.
13. There is no evaluation criterion in the bidding document or in the Insurance regulations requiring a bidder to add the number of staff in the computation of the premium loading for extra benefits.
14. The reason for the elimination of the Applicant's bid, which is stated in the notice of best evaluated bidder, is the Applicant's alleged failure to consider the number of staff in the computation of the premium loading for the extra benefits.
15. The elimination of the Applicant's bid was in contravention of section 76 (3) of the PPDA Act Cap. 205 and regulation 5 (2) of the *PPDA (Evaluation) Regulations, 2023*.
16. The Applicant filed written submissions on 28 April 2026 to elaborate on the application.

C. RESPONSE TO THE APPLICATION

1. The Respondent filed a response to the Application on 30 April, 2026.

2. The Respondent avers that the *Insurance (Minimum Premium and Maximum Commission Rates) Regulations, 2023* provide for consideration of the total number of staff in the premium loading for extra benefits.
3. The Applicant's failure to factor in the number of staff when computing the premium loading in its bid amounts to a non-conformity that constituted a material deviation. Which could not be corrected.

D. RESPONSE BY BEST EVALUATED BIDDER

1. The Best Evaluated Bidder, *Britam Insurance Company (U) Ltd*, filed a response as an interested party on 29 April, 2026.
2. The Best Evaluated Bidder raised two preliminary objections. The first objection was that the Application was not filed within the mandatory ten days after the decision by the Accounting Officer. The second objection was that the Application was filed without the mandatory five-day notice to the Accounting Officer.
3. On issue no. 1, the Best Evaluated Bidder averred that the bidding document required bidders to quote for premium per staff, basing on the number of staff. This was in accordance with the *Insurance (Minimum Premium and Maximum Commission Rates) Regulations, 2023*.
4. On issue no. 2, the Best Evaluated Bidder averred that failure to quote the right price and unit quantities is a material deviation. It was not the role of the Respondent to fill in gaps in the Applicant's bid.

E. ORAL HEARING

1. The Tribunal held an oral hearing via Zoom videoconferencing on 5 May, 2026. The appearances were as follows:

The Applicant

Vivian Namayanja, Legal Risk and Compliance Officer and *Jay Sakaria*, Chief Actuary.

The Respondent

Restetutah Birungi, Acting Head Contracts and Negotiations; *Albert Kinali*, Legal Officer; *Samuel Kananda*, Legal Officer; *Jerommy Nduru*, Head Supply Chain; *Kimuli Rebecca*, Contract Officer; and *Alex Balinhyinki*, Contract Officer upstream.

The Best Evaluated Bidder (BEB)

Harold Turigye, Counsel, *Richard Mwebesa*, General Manager Business Development; *Edgar Muzahura*, Relationship Manager; and *Anthony Kato Mwebaze*, Legal Manager.

2. The parties made oral highlights of their respective cases and provided clarifications to the Tribunal.

F. RESOLUTION

1. The Tribunal has perused the pleadings, the bids, the procurement action file, and considered the oral and written submissions. In view of the pleadings and submissions, the Tribunal has framed the issues as follows;
 - 1) Whether the Application was filed within the statutory timelines?
 - 2) Whether the Application filed without a statutory notice to the Respondent is incompetent?
 - 3) Whether the Respondent erred when it eliminated the Applicant's bid on the ground that it did not consider the number of staff in the computation of the premium for the extra benefits?
 - 4) What remedies, if any, are available to the parties?

Issue no. 1:

Whether the Application was filed within the statutory timelines?

17. The Best Evaluated Bidder contended that the instant application is incompetent on the ground that it was allegedly filed outside the statutory period of ten days from receipt of the Accounting Officer's Administrative Review decision. It was argued that, having received the decision on 9 April 2026, the Applicant ought to have lodged its application before the Tribunal by 19 April 2026. On that basis, the Best Evaluated Bidder asserted that the application was time-barred and therefore incompetent.
18. Section 115(2)(a) of the *Public Procurement and Disposal of Public Assets Act, cap. 205*, provides that a bidder who is aggrieved in the circumstances specified under section 106(7) or (8) may apply to the Tribunal within **ten working days** from the date of receipt of the decision of the Accounting Officer.
19. The operative phrase is "ten working days," not ten calendar days. Accordingly, computation of time excludes weekends and any non-working days such as public holidays. The Applicant received the Respondent's Accounting Officer's decision on 9 April 2026. Time therefore began to run on 10 April 2026, being the next working day. Counting ten working days from that date, the statutory period lapsed on 23 April 2026.
20. The Applicant filed the present application to the Tribunal on 21 April 2026. The filing was therefore well within the prescribed statutory period.
21. The objection raised by the Best Evaluated Bidder is accordingly without merit, and the application is properly before the Tribunal.
22. Issue no. 1 is therefore resolved in the affirmative.

Issue no.2:

Whether the Application filed without a statutory notice to the Respondent is incompetent?

23. The Best Evaluated Bidder contended that the instant application is incompetent on the basis that it was filed without the mandatory five (5) working days' notice to the Accounting Officer by the Applicant.
24. A bidder who intends to make an application to the Tribunal must give the Accounting Officer five working days' notice as required under section 106 (10) of the *Public Procurement and Disposal of Public Assets Act, cap. 205* and regulation 9(2) of the *Public Procurement and Disposal of Public Assets (Administrative Review) Regulations, 2023*.
25. The Tribunal has previously relied on the Supreme Court decision in *Kampala Capital City Authority vs Kabandize and 20 others, Supreme Court Civil Appeal No. 13 of 2014*, to hold that failure to serve statutory notice does not vitiate the proceedings. Perhaps failure to serve notice may be a relevant factor to consider when deciding whether to award costs, but nonservice of notice cannot vitiate the Tribunal's jurisdiction. See *Application no. 19 of 2024, Mbarara City Truck Owners, Drivers & Loaders Cooperative Society Limited vs Mbarara City Council*.
26. The failure to give notice under section 106 (10) of the *Public Procurement and Disposal of Public Assets Act* does not vitiate the Tribunal's jurisdiction or render the Application incompetent.
27. Issue no. 2 is resolved in the negative.

Issue no. 3:

Whether the Respondent erred when it eliminated the Applicant's bid on the ground that it did not consider the number of staff in the computation of the premium for the extra benefits?

28. During evaluation, seven out of the nine bidders were eliminated at the preliminary evaluation stage. Only two bidders, *Gold Star Insurance Company Limited* and *Britam Insurance Company (U) Ltd*, passed the preliminary evaluation and proceeded to the financial evaluation.
29. The evaluated total annual premium price for *Gold Star Insurance Company Limited* was UGX. 593,118,057 as stated in its price schedule. The evaluated total annual premium price for *Britam Insurance Company (U) Ltd* was UGX. 622,681,833 as stated in its price schedule.
30. However, the bid of *Gold Star Insurance Company Limited* was ranked as no. 2, and the bid of *Britam Insurance Company (U) Ltd* was ranked as no. 1, although it quoted a higher price.
31. The evaluation report noted that the bid submitted by *Gold Star Insurance Company Limited* did not consider the number of staff in the computation of the premium for the extra benefits, which was in contravention of Schedule 1 of the *Insurance (Minimum Premium and Maximum Commission Rates) Regulations, 2023*. This made the bidder's total bid price slightly lower than expected, which the evaluation committee considered to be "undercutting".
32. Section 76(3) of the *Public Procurement and Disposal of Public Assets Act, cap. 205* provides that no evaluation criteria other than those stated in the bidding document shall be taken into account. This is reinforced by regulation 5(2) of the *Public Procurement and Disposal of Public Assets (Evaluation) Regulations, 2023*, which prohibits any amendment, addition, or substitution of evaluation criteria during evaluation.

33. ITB 40.3 provides that the Contract shall be a Framework Contract and services shall be purchased through call-off orders, in accordance with the Contract. GCC 11.1 provides that the Supplies or Services to be provided shall be as specified in the Statement of Requirements.
34. The Statement of Requirements indicates that UNOC requires a GPA / insurance policy cover to cater for 222 members with a total gross monthly salary of UGX 22,775,000,000 against accidental death, injuries and other liabilities on a 24/7 basis. The number of staff and the total gross monthly salary may change during the cover, and the service provider shall be notified accordingly.
35. The categories of the 222 staff and the respective total monthly gross salaries for each category were provided in the bidding document.
36. The Statement of Requirements (under section 6 of the bidding document paragraph 3f), also required the provider to ensure full compliance with the Insurance Act and the Insurance (Minimum Premium and Maximum Commission Rates) Regulations.
37. The Statement of Requirements (under section 6 of the bidding document paragraph 8 Financial Proposals) indicates that Bidders were to provide a comprehensive detail of the Benefits (Monetary and Non-Monetary) based on the Terms of Reference. And that the exact number of lives to be insured would be given in the call-off orders issued from time to time under the framework contract.
38. ITB 6.4 provides that the Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

39. Item 5.1 of Section 3, Evaluation Methodology and Criteria, states that the commercial responsiveness of bids shall be in accordance with ITB 33 and ITB 30 based on criteria, which include: a completed price schedule including all the benefit components as indicated in Section 4 of the bidding document. Section 4 of the bidding document prescribed a form for the Price Schedule.
40. The Price Schedule Form required a bidder to fill in the item activity, input quantity, unit of measure, unit price, total price, local taxes, and total price.

41. ITB 12.1 (a) – (c) provides as follows:

12. Bid Submission Sheet and Price Schedules

12.1 The Bidder shall submit the Bid Submission Sheet using the form provided in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:

- (a) the reference of the Bidding Document and the number of each addenda received;*
- (b) a brief description of the Supplies or Services offered;*
- (c) the total bid price, based on the estimated quantities specified in Section 6, Statement of Requirements;*

42. The Applicant's Price Schedule listed the following items;

- Provision of Group Personal Accident (GPA) with Workers Compensation (WC) insurance cover for UNOC staff under framework arrangement
- Common Law Extension
- Additional Charges
 - Emergency transportation costs
 - Repatriation of mortal remains
 - Evacuation costs
 - Funeral expenses
 - Political violence and terrorism.

43. The Applicant indicated an input quantity of 222 staff for the provision of Group Personal Accident (GPA) with Workers Compensation (WC) at a unit price of 0.3%, and stated a resulting total price for the staff for the GPA.
44. However, when it came to the Additional Charges, the Applicant quoted unit prices but did not indicate whether those unit prices applied to all 222 staff or not. The Applicant left the input quantity fields blank.
45. The Tribunal noted that the Applicant's unit prices were not below the minimum rates prescribed under the *Insurance (Minimum Premium and Maximum Commission Rates) Regulations*.
46. The Applicant's omission to indicate whether its unit prices applied to all the 222 staff presented **four main problems**;
- 1) First, it was impossible to determine whether the Applicant took into account the number of staff (222) when formulating its proposed premium. The Statement of Requirements was very clear that UNOC requires cover to cater for 222 members with a disclosed total gross monthly salary.
 - 2) Second, it was impossible to determine whether the offered unit prices for the extra benefits would apply to all 222 staff, or some particular categories.

- 3) Third, the failure to indicate the quantity of staff and multiply by the amount of premium for each extra benefit meant that it was not possible to fairly compare the Applicant's bid price. The Applicant conveniently indicated a total price for the provision of Group Personal Accident (GPA) with Workers Compensation (WC) for all 222 staff. For the extensions, the Applicant provided only unit prices, resulting in a lower total bid price. The Evaluation Committee designated this as "undercutting", which was not an accurate description since the unit rates were in tandem with the prescribed minimum rates. It is more accurate to state that using unit prices for extra benefits without specifying the number of staff, or multiplying by the number of staff, resulted in a misleadingly lower total contract price.
- 4) Fourth, it was impossible to ascertain a correct total Contract Price to be inserted in the Framework Contract Agreement, whose format requires a "Contract Price".
47. On the other hand, the Best Evaluated Bidder indicated that all its unit prices for all the input activities were applicable to all 222 staff and multiplied the unit prices to arrive at a final bid price, with taxes.
48. Regulation 21 (2)(d) of the *Public Procurement and Disposal of Public Assets (Evaluation) Regulations, 2023* requires the Evaluation Committee to determine whether the financial bids are complete. ITB 30 provides that the procuring and disposing entity's determination of a bid's compliance and responsiveness is based on the contents of the bid itself.
49. Section 3 of the Evaluation Methodology and Criteria, under the Summary of Methodology at paragraph 2.2(c), provides that financial comparison is undertaken for the purpose of assessing eligible, compliant, and responsive bids in order to determine the best evaluated bid.

50. ITB Clause 36.1 of the bidding document provides that the procuring and disposing entity shall financially evaluate each bid that has been determined up to this stage of the evaluation to be substantially compliant and responsive.
51. Financial Comparison Criterion 7, at page 35 of the bidding document, further provides that financial comparison shall be conducted in accordance with ITB Clause 36 and that bid prices shall include unit and total delivered prices based on delivery terms and estimated quantities.
52. The Applicant has submitted that under regulation 17 (1) of the *Public Procurement and Disposal of Public Assets (Contracts) Regulations, 2023*, under a framework contract, a bidder shall indicate the unit rate for each item. The regulation prescribes a minimum requirement that, under a framework contract, a bidder must indicate the unit rate for each item. The regulation does not state that the bidder shall state only the unit price. A procuring and disposing entity retains discretion to stipulate additional criteria and information to be submitted. Regulation 17 should not be read in isolation of the Act and regulations thereunder.
53. The failure to furnish all information as required by the Bidding Document was a material deviation which was not curable under regulation 7 of the *Public Procurement and Disposal of Public Assets (Evaluation) Regulations, 2023*.
54. There was no lawful basis for the Evaluation Committee to make an assumption on behalf of the Applicant that its offered unit rate for extra benefits was applicable to all 222 staff. Filling in gaps on behalf of the Applicant would have been contrary to the cardinal principles of transparency, fairness, and maximization of competition. The Applicant was not entitled to disregard requirements of the bidding document merely because it considered them unimportant or not applicable. Where in doubt, the Applicant should have sought clarification under ITB 7.

55. Regulation 7 of the *Public Procurement and Disposal of Public Assets (Evaluation) Regulations, 2023* and ITB 31 permit correction of a non-conformity which does not constitute a material deviation. The situation would have been different if the Applicant had indicated that its unit prices were applicable to all 222 staff but omitted to do the actual multiplication. Such a mere omission to multiply would have been a non-material deviation which the Evaluation Committee could cure by doing the actual multiplication.
56. In view of the material deviation in the Price Schedule, the Applicant's bid should have been immediately eliminated at the commencement of financial comparison and not ranked at all.
57. The Tribunal noted that even if the Evaluation Committee had assumed the quantity of 222 staff and done the multiplication, the Applicant's bid price would have been higher than the price of *Britam Insurance Company (U) Ltd*. The outcome of the procurement would not have been any different.
58. In conclusion, the Tribunal finds that the Applicant's bid was lawfully eliminated on the basis of lawful criteria in the bidding document. The use of the word undercutting may not have been accurate, but that does not derogate from our finding that the Applicant failed to indicate the number of staff for whom the quoted rates for extra benefits were applicable.
59. Issue no. 2 is resolved in the negative.

Issue no. 4:

What remedies are available to the parties ?

60. Having found that the Applicant's bid was non responsive and lawfully eliminated, the Applicant is not entitled to any remedy.

G. DISPOSITION

1. The Application is dismissed.
2. The Tribunal's suspension order dated April 22, 2026, is vacated.
3. Each party to bear its own costs.

Dated at Kampala, this 8th day of May, 2026.



**NELSON NERIMA
KAKIRA
MEMBER**



**GEOFFREY NUWAGIRA

MEMBER**



**PAUL KALUMBA
MEMBER**



**CHARITY KYARISIIMA
MEMBER**



**ENG. CYRUS TITUS AOMU
MEMBER**