

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

REGISTRY APPLICATION NO. 4 OF 2025

BETWEEN

D&D LAW PUBLISHING HOUSE LIMITED:.....APPLICANT

AND

**UGANDA PRINTING
AND PUBLISHING CORPORATION:.....RESPONDENT**

**APPLICATION FOR ADMINISTRATIVE REVIEW IN RESPECT OF
THE PROCUREMENT BY UGANDA PRINTING AND PUBLISHING
CORPORATION FOR THE OUTSOURCING OF THE PRINTING OF
THE 7TH EDITION OF THE LAWS OF UGANDA (PRINCIPAL LAWS)
WITH 14 TITLES UNDER PROCUREMENT REFERENCE
UPPC/NCONS/2023-24/017**

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

DECISION OF THE TRIBUNAL

A. BRIEF FACTS

1. On June 23, 2022, Uganda Law Reform Commission and the Uganda Printing and Publishing Corporation entered a framework contract under procurement reference ULRC/NCONS/21-22/00095 for the printing of the 7th edition of the laws of Uganda (principal laws) under a framework contract for a period of 18 months (renewable for a further 18 months upon satisfactory performance) at an estimated sum of Uganda Shillings 1,818,873,600 VAT Inclusive.
2. Uganda Law Reform Commission then issued call-off orders to Uganda Printing and Publishing Corporation to print the 7th edition of the laws of Uganda (principal laws). A call-off order worth Uganda Shillings 1,699,999,385 was issued on June 23, 2022; another order worth Uganda Shillings 1,498,290,052 was also issued on March 18, 2023, and lastly, a call-off order worth Uganda Shillings 1,921,051,940 was issued on June 21, 2023. The total of all three call-off orders amounted to Uganda Shillings 5,069,341,377. The call-off orders specified that the printing was classified as a security by nature and required specialized book-finishing technology for the hard cover binding style.
3. To execute the orders from the Uganda Law Reform Commission, on November 7, 2023, Uganda Printing and Publishing Corporation (the Respondent) initiated a procurement for outsourcing the printing of the 7th edition of the laws of Uganda (principal laws) with 14 titles under Procurement reference UPPC/NCONS/2023-24/017 using the restricted domestic bidding method.
4. The letter of invitation was sent to seven shortlisted firms, namely *Saffron E A Ltd, Print Plus Private Limited, Intersoft Business Services Ltd, Graphic Systems Ltd, Picfare Industries Ltd, D&D Law Publishing House Ltd* and *New Vision Printing and Publishing Corporation Ltd*.

5. On November 13, 2023, the Respondent received bids from two bidders: *Print Plus Private Limited* and *D&D Law Publishing House Ltd* (the Applicant).
6. On 16 November 2023, the Respondent's contracts committee approved the evaluation report, which recommended negotiating with the Applicant. The Applicant's bid price of Uganda Shillings 3,661,469,000 was higher than the Respondent's estimated cost of procurement of Uganda Shillings 3,538,755,428.
7. The contracts committee approved the proposed negotiation team and plan and the composition of the due diligence team that would conduct due diligence on the Applicant.
8. On November 17, 2023, the Respondent's negotiation team met with the Applicant to carry out the negotiation exercise. It was agreed that the initial bid price of Uganda Shillings 3,661,469,000 would be reduced by Uganda Shillings 134,778,000.
9. On November 24, 2023, the Respondent's Board members, who were in Munich, Germany, travelled to Poznan, Poland, to the offices of *Poligrafia Janusz Nowak Sp. Z o.o.*, the company that would be printing the 7th edition of the laws of Uganda (principal laws) on the Applicant's behalf.
10. On December 14, 2023, the Attorney General of Uganda wrote to the Respondent's Managing Director, citing serious concerns arising out of the due diligence report authored by the Respondent's Board members. The Attorney General advised the Respondent to initiate a fresh expedited procurement to ensure transparency, efficiency, and value for money.
11. On January 11, 2024. The Respondent's contracts committee approved a request to cancel the procurement for outsourcing the printing of the 7th edition of the laws of Uganda (principal laws) with 14 titles under Procurement reference UPPC/NCONS/2023-24/017. At the same meeting, the contracts committee also approved a request to initiate a fresh procurement for outsourcing the printing of the 7th edition of the laws of Uganda (principal laws) with 14 titles to be concluded within 15 days.

12. On February 20, 2025, the Applicant filed the instant application with the Tribunal, challenging the Respondent's cancellation of the procurement commenced under Procurement reference UPPC/NCONS/2023-24/017 and the award of a similar contract to *New Vision Printing and Publishing Corporation Ltd.*
13. The Application raised four issues for determination by the Tribunal. The issues have been reframed as follows;
 - (i) *Whether the Application is competent before the Tribunal?*
 - (ii) *Whether the Respondent's interference with, frustration and termination of the procurement process under Ref. UPPC/NCONS/2023-24/017 was lawful?*
 - (iii) *Whether the direct procurement and award of contract to print the Revised 7th Edition of the laws of Uganda to the New Vision was lawful?*
 - (iv) *Whether there are available remedies to the Parties?*

THE ORAL HEARING

1. The Tribunal held a virtual hearing on March 5, 2025, by Zoom Cloud Application. The appearances were as follows:
 - 1) *Fred Muwema* as Counsel for the Applicant. *Mr Jim Delomera*, the Managing Director, and *Dorrin Ojara*, the Applicant's Director, also appeared for the Applicant.
 - 2) *Hellen Opoka* and *Edrine Maseruka*, both Officers from Uganda Printing and Publishing Corporation's Legal Department appeared for the Respondent.

In Attendance for the Respondent were *Madiinah, Ssenyonjo*, Senior State Attorney and *Elizabeth Namakula*, Senior State Attorney from the Attorney General's Chambers, *Professor Sudi Nangoli*, the Respondent's Managing Director, *Ms. Rebecca Nyakairu*, Director of Business Development, *Betty Ajambo*, Ag. Corporation Secretary, *Akello Kevin Dorothy*, Ag.

Procurement Manager, *Esther Acham*, a Legal Officer and *Rehema Nakirunda* a Witness for the Respondent.

B. SUBMISSIONS

The parties adopted the contents of their respective pleadings and made oral submissions as follows:

Applicant

1. The Applicant adopted the contents of its application filed with the Tribunal on Feb 20, 2025, its Rejoinder to the Respondent's Response filed with the Tribunal on February 27, 2025, and its written submissions filed with the Tribunal on February 28, 2025.
2. The Applicant contended that the Respondent willfully withheld information from the Applicant about the termination/cancellation of the procurement until after the bid validity period expired. As a result, the Applicant could not file an application as an aggrieved bidder within 10 days, as required under Section 106 of the PPDA Act.
3. That the only option available to the Applicant was to bring this Application under Section 115 (1) (b) as a party whose rights have been adversely affected by the Respondent's decision. The Applicant cited the Tribunal's decisions in ***Obon Infrastructural Development JV Vs Mbarara City & Anor PAT Application No.20 of 2021*** and ***EAA Company Limited Vs Uganda National Bureau Standards PAT No. 21 of 2023, Col. (Rtd) Dr. Kiiza Besigye Vs Yoweri Museveni SC Election Petition No. 1 of 2001*** to buttress its submission on locus standi.
4. The Applicant argued that the instant application was brought after obtaining relevant information surrounding the unlawful termination of the procurement process in February 2025. That

there is no time limit within which to file the present application, and it has, therefore not been filed with inordinate delay.

5. The Applicant argued that the Respondent neither specifically answers, rebuts, or denies it. The Respondent's response is at best, general and evasive and it amounts to an admission that the Respondent contrived with the Attorney General to unlawfully interfere with and frustrate the procurement process. The Applicant cited Order 8 rule 3 of the Civil Procedure Rules, the authority of ***Vambeco Enterprises v. AG Misc. Application No. 0265 of 2014*** to buttress its submissions on the admission.
6. The Applicant submitted that the instant application is not an abuse of the Court Process because Application No.32 of 2024, which had been filed, was withdrawn by the Applicant with the endorsement of the Tribunal pursuant to *Regulation 16 of the Public Procurement and Disposal of Public Assets (Tribunal)(Procedure) Regulations 2016*. That the withdrawal of the first application did not cause any injustice or prejudice to the Respondent.
7. Regarding the merits of the Application, the Applicant contended that the Respondent contrived with the Attorney General to unlawfully interfere with, frustrate and unlawfully terminate the procurement process and later handpicked the New Vision and awarded it a contract to print the law books at an astronomical sum of Uganda Shillings 5,118,720,308.
8. The Applicant averred that the Respondent had obviated its legal duty to notify the Applicant of the cancellation of the procurement cycle with reasons acceptable in law as required by Regulation 14 of the Public Procurement and Disposal of Assets (Procuring and Disposing Entities) Regulations, blatantly derogated from the well-established cardinal procurement principles of transparency, accountability and fairness as espoused in Section 45 of the Public Procurement and Disposal of Public Assets Act.

9. The Applicant submitted that the Attorney General's role in the procurement process is limited to approving a contract where applicable under regulation 6(1) (f) of the *Public Procurement and Disposal of Public Assets (Contracts Regulations) 2023*. That the Attorney General's letter dated December 14, 2023, addressed to the Respondent was not written in exercise of the Attorney General's legal mandate to approve a procurement, and that is the reason why the letter does not mention any contract in its body. Rather, the said letter underpins the Attorney General's unlawful interference with the procurement process without any authority to do so under the PPDA Act or any other law.
10. That the unlawful interference which the Respondent acquiesced to was the initiation of the second purported procurement and eventual handpicking of the New Vision to print the law books. The Applicant cited the decision of Justice Yokoramu Bamwine in the case of ***Clear Channels Independent (U) Ltd v Public Procurement and Disposal of Public Assets Authority HCMA No.380 of 2008*** and the Tribunal Decision in ***Globe World Engineering (U) Ltd v Mbarara City Council & 2 Ors Application No. 14 of 2023*** to emphasize the need to conduct all public procurement and disposal in accordance with the Act.
11. The Applicant contended that it lost the legitimate expectation of being contracted to print the law books when the Respondent unlawfully stalled the procurement process. That the notification of the Applicant as the best-evaluated bidder created an expectation of a benefit promised to the Applicant and that the expectation was arbitrarily quashed without following due process provided under S.81 PPDA and Regulation 13 of the PPDA (Procuring & Disposing entities) Regulations, 2023. The Applicant cited the decision of the Tribunal in ***EAA Company Limited v Uganda National Bureau Standards PAT No. 21 of 2023*** to buttress its submissions on legitimate expectations.

12. The Applicant prayed that the Tribunal finds merit in the Application and grants the reliefs prayed for in the Application.

Respondent

1. The Respondent adopted its response filed with the Tribunal on February 24, 2025, and its written submissions filed with the Tribunal on March 3, 2025.
2. The Respondent contended that the Applicant lacks locus standi before the Tribunal. That the Applicant was a bidder in the impugned procurement process and, therefore, cannot claim to be an aggrieved person within the meaning of section 115(1)(b) of the PPDA Act Cap 205. The Respondent relied on the authorities of ***Njau & Others v City Council of Nairobi [1976- 1985] 1 EA 397*** at 407, the Tribunal's decisions in ***Gabikan Engineering Ltd v Ministry of Works and Transport and Zhonghao Construction Engineering Co. Ltd PPDA Appeals Tribunal Application No. 50 of 2024, Tijos Investment Ltd v Lira City Council Application No.5 of 2024, Application 21 of 2023, EAA Company Limited v Uganda National Bureau of Standards, Application No. 20 of 2021, Obon Infrastructure Development J V v Mbarara City and Another and Application No. 20 of 2021, Old Kampala Students Association v PPDA and Old Kampala Senior Secondary school*** to emphasise its submissions on the lack of locus by the Applicant.
3. The Respondent also contended that the Applicant's bid expired on May 14, 2024, and the Applicant never extended the bid validity pursuant to *regulation 62(6) of the Public Procurement and Disposal of Public Assets (Rules and Methods for Procurement of Supplies, Works, and Non-Consultancy Services) Regulations, 2023*.
4. That upon expiry of the validity of the Applicant's bid, the Applicant ceased to be a bidder in the actual sense and thus has

no locus standi to apply for administrative review. The Respondent relied on the Tribunal decision in ***Meera Investment Limited v National Lotteries and Gaming Regulatory Board & Riverstone Africa Ltd/Grand Capital Reality PPDA tribunal Application No. 44 of 2024, Application No. 13 of 2021, Kasokoso Services Limited v Jinja School of Nursing and Midwifery, and Gabikan Engineering Ltd v Ministry of Works and Transport and Zhonghao Construction Engineering Co. Ltd PPDA Appeals Tribunal Application No. 50 of 2024***, to fortify its submission.

5. The Respondent submitted that the instant application is barred by statute because a resultant contract had been signed between the Uganda Law Reform Commission and the New Vision Printing and Publishing Corporation and relying on Regulation 2 of the *Public Procurement and Disposal of Public Assets (Administrative Review) Regulations 2023*, the application before this tribunal is barred under Regulation 2 and has been overtaken by events since the said laws have been printed.
6. The Respondent averred that the instant Application is an abuse of Tribunal Process. The Respondent submitted that the Applicant had initially filed Registry Application No. 32 of 2024 before the Tribunal, which Application was later withdrawn. That the filing of the instant Application is prejudicial to the Respondent and undermines the integrity of the Tribunal's processes since the Applicant considers the tribunal as a marketplace where it can file and withdraw vexatious and frivolous applications as and when it wishes.
7. The Respondent' submitted that all its actions leading to the cancellation of the procurement process under UPPC/NCONS/2023-24/017 were lawful.
8. The Respondent cited the decision in ***Nampongo and Anor v Attorney General constitutional petition No. 43 of 2012*** to contend that the Uganda law reform commission is an entity under the direct control of the Ministry of Justice and

Constitutional Affairs which brings it under the direct supervision of the Attorney General for representation and guidance of his office.

9. That under section 31 of the *Uganda Law Reform Commission Act Cap 27*, the Attorney General may, subject to the Act, give directions of a general or specific nature relating to policy to the Commission. That there was no unlawful interference by the Attorney General in the procurement process and that the Attorney General's involvement was limited to providing legal guidance, as required under regulation 6(1)(f) of the *Public Procurement and Disposal of Public Assets (Contracts Regulations) 2023*.
10. The Respondent contended that the cancellation of the procurement was informed by significant change in the circumstances of the procurement requirement since the Attorney General had guided that a new procurement process be initiated by the Respondent and the firms that would be doing the actual printing be invited to submit bids in the new procurement.
11. The Respondent submitted that it was not involved in the direct award of the Contract to New Vision Printing and Publishing Corporation since the award was made by the Uganda Law Reform Commission and not the Respondent. That the Respondent is not privy to the Contract between New Vision Printing and Publishing Corporation and the Uganda Law Reform Commission.
12. The Respondent challenged the Applicant's claim of legitimate expectation and submitted that the doctrine of legitimate expectation does not apply to the instant Application since the Applicant's expectation of being awarded the contract was contingent upon the successful completion of the procurement process, which was terminated due to legal and procedural considerations.

13. The Respondent submitted that a claim for legitimate expectation must be 'clear, unambiguous and devoid of relevant qualification which is not the case with the Applicant. The respondent relied on an excerpt from **De Smith, Woolf and Jowell Judicial Review of Administrative Action 5th ed at 425 para 8-055.**
14. The Respondent submitted that the instant application is without merit and should be dismissed with costs to the Respondent.

C. RESOLUTION BY THE TRIBUNAL

Issue no. 1

Whether the Application is competent before the Tribunal ?

1. Under section 115(1)(a) -(c) of the *Public Procurement and Disposal of Public Assets Act Cap 205*, an Application to the Tribunal for review of a decision of a procuring and disposing entity can only be made by
 - (i) *a bidder who is aggrieved, as specified in section 106 (7) or (8);*
 - (ii) *a person whose rights are adversely affected by a decision made by the Accounting Officer; and*
 - (iii) *a bidder who believes that the Accounting Officer has a conflict of interest as specified in section 106 (9)*
2. The Applicant is a bidder who participated in impugned procurement having submitted a bid on November 13, 2023, participated in a negotiation meeting with officials of the Respondent on November 17, 2023, in which the Applicant agreed to reduce its initial bid price of Uganda Shillings 3,661,469,000 by Uganda Shillings 134,778,000.
3. In paragraphs 6.8-6.9 of the Application and in Paragraphs 1.20 -1.21 of the Written Submissions, the Applicant averred that at a meeting organised by the Respondent's Managing Director at the Respondent's

premises on April 22, 2024, and attended by the Applicant's Directors *Odong Jimmy* and *Dorrin Ojara*, they were casually informed by *Rehema Nakirunda*, a procurement officer with the Office of the President that the contract to publish law books had been awarded to a undisclosed procuring and disposing entity.

4. We have perused through the procurement action file and found that that on November 16, 2023, the Respondent's Contracts committee approved the evaluation committee's recommendation to conduct a negotiation with the Applicant given that the evaluation committee found the applicant's bid price of Uganda Shillings 3,661,469,000 was higher than the Respondent's budget of Uganda Shillings 3,538,755,428. The Respondent's contracts committee then approved the proposed negotiation team and plan.
5. We also found that on January 11, 2024, the procurement and disposal unit made a submission to the Contracts Committee in which it requested for the cancellation of the procurement process. The request for cancellation of the procurement process was approved by the Contracts Committee. At the same meeting, the Respondent's Contracts Committee approved a request for a *denovo* initiation of a procurement process for the printing of the 7th edition of the laws of Uganda (principal laws) with 14 titles.
6. The Respondent's contracts committee rightfully approved the request for cancellation before a contract was awarded to the best evaluated bidder in the tender for outsourcing the printing of the 7th edition of the laws of Uganda (principal laws) with 14 titles under Procurement reference UPPC/NCONS/2023-24/017, in accordance with **Section 81(1) of the Public Procurement and Disposal of Public Assets Act cap 205**.
7. Having determined that the cancellation of the procurement process under Procurement reference UPPC/NCONS/2023-24/017 was effected in accordance with the law, the Tribunal is barred by section 115 (3)(a) of the *Public Procurement and Disposal of Public Assets Act cap 205* from reviewing the decision by the Respondent to cancel the procurement process prior to award of a contract.

8. In the second procurement, three firms *Poligrafia Janusz Nowak Sp. Z o.o*, *Kalazoo of England* and *Ren-Form CC of south Africa* were shortlisted and invited to submit bids for the new procurement by the Respondent.
9. At a pre-bid meeting organised on January 30, 2024, *Poligrafia Janusz Nowak Sp. Z o.o* was represented by the Applicant's Director *Odong Jimmy* following an email from *Poligrafia Janusz Nowak Sp. Z o.o* to the Respondent indicating that its local agent **D&D Law Publishing House Limited** would attend the meeting on their behalf.
10. It was at the January 30, 2024 pre-bid meeting that the Applicant's director *Odong Jimmy* was informed that the Respondent had cancelled the first procurement process for outsourcing the printing of the 7th edition of the laws of Uganda (principal laws) with 14 titles under Procurement reference UPPC/NCONS/2023-24/017.
11. Under section 106(3)(b) of the *Public Procurement and Disposal of Public Assets Act*, a complaint against a procuring and disposing entity **must be made within ten working days after the date the bidder first becomes aware or ought to have become aware of the circumstances that give rise to the complaint.**
12. Under sections 106(9) and 115(2)(c) of the *Public Procurement and Disposal of Public Assets Act*, where a bidder believes that the Accounting Officer has a conflict of interest in respect of the complaint, omission or breach that would be made under this section or that the matter cannot be handled impartially by the procuring and disposing entity, the bidder shall make an application to the Tribunal for determination of the complaint, omission or breach, within **ten days from the date when the omission or breach by the procuring and disposing entity is alleged to have taken place**
13. In the instant Application, the Applicant first became aware of the circumstances that give rise to the complaint or alleged omission or breach by the respondent or of the impugned cancellation of procurement process for outsourcing the printing of the 7th edition of the laws of Uganda (principal laws) with 14 titles under Procurement

reference UPPC/NCONS/2023-24/017 on January 30, 2024, when its managing director Jimmy Odong, attended a pre-bid meeting for the second procurement process for the printing of the 7th edition of the laws of Uganda that had been initiated by the Respondent, on behalf of *Poligrafia Janusz Nowak Sp. Z o.o.*

14. It therefore follows that the Applicant ought to have filed its Complaint with the Accounting Officer of the Respondent in accordance with Section 106(3)(b) of the *Public Procurement and Disposal of Public Assets Act*, within ten working days after January 30, 2024 when the Applicant's Director Jimmy Odong first became aware of the impugned cancellation of procurement process for outsourcing the printing of the 7th edition of the laws of Uganda (principal laws) with 14 titles under Procurement reference UPPC/NCONS/2023-24/017. The time of reckoning commenced on **January 31, 2024** and elapsed on **February 23, 2024**.
15. Had the Applicant opted to make a direct application to the Tribunal for determination of the complaint, omission or breach on the grounds that the Respondent's Accounting Officer has a conflict of interest, such an application ought to have been made within ten days from the date when the omission or breach by the Respondent is alleged to have taken place. The time of reckoning for an application premised on sections 106(9) and 115(2)(c) of the *Public Procurement and Disposal of Public Assets Act* commenced on **January 31, 2024** and elapsed on **February 9, 2024**.
16. Even if the Tribunal were to consider that the Applicant first became aware of the circumstances that give rise to the complaint or alleged omission or breach by the respondent or of the impugned cancellation of procurement process on April 22, 2024 when it was summoned to the Office of the Executive Director of the Respondent, the time of reckoning for a Complaint premised on 106(3)(b) of the *Public Procurement and Disposal of Public Assets Act*, sections 106(9) commenced on **April 23, 2024** and elapsed on **May 6, 2024**.
17. Relatedly, the time of reckoning for a direct application to the Tribunal by the Applicant premised on Sections 106(9) and 115(2)(c) of the *Public Procurement and Disposal of Public Assets Act* commenced on **April 23, 2024**, and elapsed on **May 2, 2024**.

18. The Applicant did not file any administrative review compliant before the Respondent's Accounting Officer and thus, sections **106(3)(c), 115(1)(a), 115(2)(a) and 115(2)(b)** of the *Public Procurement and Disposal of Public Assets Act Cap 205* are inapplicable to the Applicant for purposes of an application to the Tribunal.
19. The Applicant did not also plead or particularise incidences of belief that the Accounting Officer has a conflict of interest. Therefore, sections **106(9), 115(1)(c), and 115(2)(c)** of the *Public Procurement and Disposal of Public Assets Act Cap 205* are inapplicable to the Applicant for purposes of an application to the Tribunal.
20. In all the scenarios, the instant Application lodged with the Tribunal on February 20, 2025, was filed outside the time prescribed under sections **106(3)(c), 115(1)(a), 115(2)(a) and 115(2)(c)** of the *Public Procurement and Disposal of Public Assets Act Cap 205*.
21. The Applicant vehemently contended that owing to the expiry of validity of its bid, it was no longer a bidder but a "*person whose rights are adversely affected by the decision of the Accounting Officer*" who is permitted to file a direct application to the Tribunal under section **115(1)(b)** of the *Public Procurement and Disposal of Public Assets Act cap 205*.
22. The Tribunal has consistently guided that a *bidder* who participated in an impugned procurement process, cannot change to a "*person whose rights are adversely affected by the decision of the Accounting Officer*" for purposes of obtaining locus standi before the Tribunal under section 115(1) (b) of the *Public Procurement and Disposal of Public Assets Act*. See ***Mbarara City & Anor v Obon Infrastructure Development JV, High Court Civil Division Civil Appeal No. 45 of 2021, Application No. 50 Of 2024, Gabikan Engineering Limited Vs Ministry Of Works And Transport & Zhonghao Construction Engineering Co. Ltd, Application 14 of 2023 Globe World Engineering Uganda Limited v Mbarara City Council and Another, Application 11 of 2023-China Civil Engineering and Construction Corporation vs. Uganda National Roads Authority; MBJ Technologies Limited v Mbarara City & Ors, Application No.***

17 of 2022; Apple Properties Limited v Uganda Human Rights Commission, Application no. 6 of 2023 and Application No.5 of 2024 Tijos Investment Ltd vs Lira City Council

23. Section 115 (1)(b) of the *Public Procurement and Disposal of Public Assets Act cap 205* is therefore not helpful to the case and is not applicable to the Applicant.

24. We emphasise that timelines within the procurement statute were set for a purpose and are couched in mandatory terms. There is no enabling provision within the Public Procurement and Disposal of Public Assets Act that accords the Tribunal power to enlarge or extend time. Once a party fails to move within the time set by law, the jurisdiction of the Tribunal is extinguished as far as the matter is concerned. See ***Eclipse Edisoil JVC Ltd v Napak District Local Government, High Court (Civil Appeal) No. 05 of 2024***, (arising out of Tribunal Application No. 33 of 2023 - *Eclipse Edisoil JVC Ltd v Napak District Local Government*) and ***Application No. 45 Of 2024 - Palm Construction Company Limited v Ministry of Agriculture, Animal Industry and Fisheries***

25. In the premises, it is our finding that the Application is incompetent, and the Tribunal shall not delve into the merits of the Application.

F. DISPOSITION

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

Dated at Kampala this 12th day of March 2025.



FRANCIS GIMARA S.C
CHAIRPERSON



NELSON NERIMA
MEMBER



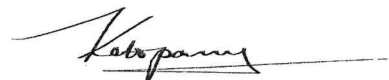
GEOFFREY NUWAGIRA KAKIRA
MEMBER



PAUL KALUMBA
MEMBER



CHARITY KYARISIIMA
MEMBER



KETO KAYEMBA
MEMBER



CYRUS TITUS AOMU
MEMBER