

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

APPLICATION NO. 35 OF 2025

BETWEEN

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

AND

ELECTORAL COMMISSION:..... RESPONDENTS

**APPLICATION FOR REVIEW IN RESPECT OF THE PROCUREMENT
FOR THE PRINTING AND SUPPLY OF BALLOT PAPERS, DR FORMS,
AND STATEMENTS OF BALLOT PAPERS FOR THE 2026 GENERAL
ELECTIONS UNDER PROCUREMENT REFERENCE EC/SUPLS/2024-
2025/00493**

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

DECISION OF THE TRIBUNAL

A. BRIEF FACTS

1. The Electoral Commission (hereinafter “**the Respondent**”) issued a call for sealed bids under procurement reference EC/SUPLS/2024-2025/00493, using the Open International Bidding method, for the printing and supply of Ballot Papers, DR forms (Declaration Forms), and statements of ballot papers for the year 2026 general elections in Uganda. The invitation was publicly advertised on the Respondent’s website and in the Daily Monitor and New Vision newspapers on 27 May 2025.
2. The procurement was divided into 10 (ten)Lots, i.e
 - 1) **Lot 1-** Printing and supply of ballot papers, Declaration of Results Forms and Statements of Ballot Papers for **Presidential and Directly Elected Members of Parliament.**
 - 2) **Lot 2-** Printing and supply of ballot papers, Declaration of Results Forms and Statements of Ballot Papers for **District Women Representatives to Parliament and District/City Women Councillors.**
 - 3) **Lot 3-** Printing and supply of ballot papers, Declaration of Results Forms and Statements of Ballot Papers for **District/City Chairpersons and District Directly Elected Councillors.**
 - 4) **Lot 4-** Printing and supply of ballot papers, Declaration of Results Forms and Statements of Ballot Papers for **Municipality/City Division Chairpersons.**
 - 5) **Lot 5-** Printing and supply of ballot papers, Declaration of Results Forms and Statements of Ballot Papers for **Municipality/City Division Directly Elected Councilors.**

- 6) **Lot 6-** Printing and supply of ballot papers, Declaration of Results Forms and Statements of Ballot Papers for **Sub-County/Town/Municipal Division Chairpersons.**
 - 7) **Lot 7-** Printing and supply of ballot papers, Declaration of Results Forms and Statements of Ballot Papers for **Sub County/Town/Municipal Division Directly Elected Councilors.**
 - 8) **Lot 8-** Printing and supply of ballot papers, Declaration of Results Forms and Statements of Ballot Papers for **Sub County/Town/Municipal Division Women Councilors forming one third of Councils.**
 - 9) **Lot 9-** Printing and supply of ballot papers, Declaration of Results Forms and Statements of Ballot Papers for **Local Government Councilors Representing Special Interest Groups.**
 - 10) **Lot 10-** Printing and supply of ballot papers, Declaration of Results Forms and Statements of Ballot Papers for **Municipality/City Division Women Councilors forming one third of Councils.**
3. *D & D Law Publishing House Ltd* (**the “Applicant”**) submitted bids for Lots 5, 6, 7, 8, 9, and 10.
 4. On 15 September 2025, the Respondent published the Notice of Best Evaluated Bidders, with a removal deadline of 26 September 2025. On 17 September 2025, the Respondent emailed copies of the notice to all bidders in their respective lots. The notices identified the following as the successful bidders with their respective total contract prices:
 - 1) AI Ghurair Printing and Publishing (Lot 1) – UGX 11,220,003,880;
 - 2) AI Ghurair Printing and Publishing (Lot 2) – UGX 12,284,999,880;
 - 3) AI Ghurair Printing and Publishing (Lot 3) – UGX 12, 634,999,880
 - 4) Picfare Industries Ltd (Lot 4) – UGX 3,479,836,308;
 - 5) Graphic Systems Ltd (Lot 5) — UGX 3,927,934,204;

- 6) Uniprint Global (Lot 6) — UGX 8,715,834,370
 - 7) Inform Lykos (Hellas) S.A. (Lot 7) — UGX 9,358,035,650
 - 8) Inform Lykos (Hellas) S.A. (Lot 8) — UGX 9,326,785,650
 - 9) Sintel Security Print (Lot 9) — UGX 1,697,128,644.25
 - 10) Picfare Industries Ltd (Lot 10) — UGX 3,479,835,308.
5. In respect of Lots 6, 7, 8, and 9, the Notices of Best Evaluated Bidder stated that the Applicant's bids were disqualified at preliminary examination and administrative compliance assessment because the bidder was in partnership with *Mail Solutions UK* but no joint venture agreement or intention to form a joint venture was enclosed; the bidder did not attach powers of attorney for the joint venture; and that the bidder did not attach audited books of accounts for *Mail Solutions UK* who is a counterpart in the joint venture.
6. The Notices of Best Evaluated Bidder for Lots 5 and 10 displayed by the Respondent on 15 September 2025, did not list the Applicant among unsuccessful bidders; accordingly, it was not informed at which stage its bids were disqualified, nor the reasons for the disqualification.
7. On 18 September 2025, the Applicant addressed to the Respondent's Accounting Officer a letter titled "*Clarification and appeal against best evaluated bidder notice ...*". The Applicant asserted that its bid was submitted as *D & D Law Publishing House Ltd*, and is not a partnership; intending joint venture or joint venture with *Mail Solutions UK*; that *Mail Solutions UK* are their manufacturers/intended sub-contractor; and that the Applicant submitted the intended sub-contractor's audited books of account for 2022, 2023 and 2024. The Applicant further contended that the Respondent should have first sought clarification of their relationship with *Mail Solutions UK*. The purpose of the letter was stated to be clarification on the grounds for disqualification and an appeal against the outcome of the best evaluated bidder. The Applicant requested that the Respondent consider its appeal of the Best Evaluated Bidder decision and for the issuance of further instructions on the procurement process.

8. In its response dated September 23, 2025, the Respondent's Accounting Officer acknowledged that the omission of the Applicant's name in the Best Evaluated Bidder Notices for Lots 5 and 10 was inadvertent and a clerical error and asserted that such error had been corrected. The Accounting Officer, however, found no merit in the appeal.
9. The corrected Notices of Best Evaluated Bidders stated that the Applicant's bid was disqualified for Lots 5 and 10 because the bidder did not attach evidence of successful completion of three contracts of a similar nature and complexity; the bidder did not attach evidence of having printed a minimum of 20 ballot papers; and that the Lots were reserved for local printers.
10. Displeased with the Respondent's reply, the Applicant, on 1 October 2025, served a notice of intention to appeal to the Tribunal.
11. On 3 October 2025, the Respondent replied, contending that the Applicant had not lodged a complaint before the Accounting Officer; it characterised the Applicant's 18 September 2025 letter as a mere request for clarification, not a formal complaint. The Respondent urged the Applicant to first comply with section 106 of the Public Procurement and Disposal of Public Assets Act before proceeding to invoke the jurisdiction of the PPDA Appeals Tribunal.

B. APPLICATION TO THE TRIBUNAL

1. On 6 October 2025, the Applicant submitted an application electronically to the Tribunal. The requisite filing fees were paid on 8 October 2025, and hard copies of the application were lodged on 13 October 2025. The application prayed for setting aside the Evaluation Committee's decision regarding reasons for eliminating the Applicant's bids; and re-evaluation of the bids.
2. The Application narrated the facts but did not raise any particular grounds or issues.

3. On 13 October 2025, the Applicant filed written submissions through *Muwema & Co. Advocates*. The submissions raised one issue, i.e. whether the defects in the Applicant's bid amounted to a material deviation under evaluation?
4. Counsel submitted that the Applicant's bid was erroneously declared unsuccessful on the grounds that Lots 1, 2, 3, 6, 7, 8 and 9 were open to providers with verifiable security printing capacity in that the Applicant could only be considered if it presented a legally binding joint venture agreement with a recognized security printer. That Applicant's bid for Lots 5 and 10 was erroneously declared unsuccessful on the grounds that Lots 5 and 10 were reserved for providers with printing facilities in Uganda.
5. The bidding document provides for sub-contractors, and the Applicant is an eligible bidder as per the definition in the standard bidding document.
6. The Respondent's evaluation committee introduced a new requirement during evaluation that the Applicant could only participate in the impugned procurement if it were in a joint venture with Mail Solutions UK. This was in contravention of section 76 (2), (3) and (4) of the *Public Procurement and Disposal of Public Assets Act* and regulation (1) and (2) of the *Public Procurement and Disposal of Public Assets (Evaluation) Regulations, 2023*.
7. The value of the procurements in question was outside the threshold for reservation schemes under the PPDA Guidelines.
8. Failure to submit documents concerning a joint venture with *Mail Solutions UK* did not substantially affect the Applicant's bid and could therefore not amount to a material deviation. The Respondent could seek clarification for that non-conformity in the

documentation as provided for under Clause 31 S.1 of the bidding document without necessarily rejecting the Applicant's bid.

C. RESPONSE BY THE RESPONDENT

1. The Respondent filed a response on 16 October 2025 through its Legal Department.
2. The Respondent raised a preliminary objection on account of non-exhaustion of the procedures because the appeal does not arise from a decision envisaged under the laws and principles governing public procurement and disposal of assets.
3. The Respondent made a clarification, not a decision, for the purposes of appealing to the Tribunal. There is no decision appealed against; it is simply a clarification letter on issues raised to its attention.
4. The Applicant, in response, submitted to the Respondent a bid, to which it attached a document titled "Manufacturer's Authorisation," which was not a requirement and, therefore, of no relevance to this procurement.
5. Upon conclusion of the evaluation process, the Applicant was found to be unresponsive and declared unsuccessful for all six (6) lots. However, the initial non-appearance of the Applicant under Lots 5 and 10 in the Best Evaluated Bidder Notice was merely a clerical error of omission.
6. The reasons for the rejection of the Applicant for lots 5 and 10 were well enumerated in the Notice of the Best Evaluated Bidder.
7. The Respondent had in the bidding document reserved lots 4, 5 and 10 for local bidders having local printers based on the Public Procurement and Disposal Assets framework reservation schemes which are intended to promote local content and enhance national development, among others.

8. The Applicant indicated in its letter dated 18/9/2025 (R1) that the ballot papers were to be printed by *Mail Solutions UK Ltd t/a Kalamazoo* outside Uganda, contrary to the Public Procurement and Disposal of Public Assets Guidelines, 2024. This in itself demonstrates the Applicant's lack of capacity.
9. The Applicant could only deal with *Mail Solutions UK Ltd t/a Kalamazoo* through a Consortium or Joint Venture, for which Powers of Attorney would be required.
10. According to the instructions to the bidders in the bidding document, the bidders were supposed to attach and submit audited books of accounts for the past three years, which the Applicant did not.
11. The rejection of the Applicant's bid for the Lots so bidden was in accordance with the laws and principles governing public procurement and disposal of assets and the reliefs sought by the Applicant should be denied.
12. The Respondent's counsel amplified the response by filing written submissions on 16 October 2025.

D. SUBMISSIONS BY BEST EVALUATED BIDDERS

1. The best evaluated bidders were invited to file submissions by the Tribunal as persons interested in the matter.

Uniprint Global

2. *Uniprint Global*, the best evaluated bidder for Lot 6, was invited to file a submission by the Tribunal as a person interested in the matter.

3. *Uniprint Global* filed written submissions on 15 October 2025 through *Tumusiime, Kabega & Co. Advocates*.
4. Counsel submitted that the Tribunal lacks the requisite jurisdiction to hear and determine the Applicant's application on the grounds that the Applicant has failed to exhaust the mandatory first tier of the administrative review process stipulated by law. The Applicant's communication to the Procuring and Disposing Entity (PDE) was not an Application for Administrative Review; it was instead merely a "complaint," which was addressed by the Accounting Officer as a request for clarification. This failure to formally invoke the administrative review process is fatal to the current application before this Tribunal. By failing to initiate a formal Administrative Review process, the Applicant failed to comply with critical mandatory steps.
5. The Applicant's failure to pay the mandatory fee legally barred the Accounting Officer from initiating an investigation and proceeding with a formal Administrative Review.
6. The Accounting Officer's response to the complaint, which lacked the necessary payment, was properly treated as a mere clarification and does not constitute an Administrative Review Decision capable of being challenged before the Tribunal.
7. Because there was no valid Administrative Review by the Accounting Officer, there is no decision to review.

Picfare Industries Ltd

8. *Picfare Industries Ltd*, the best evaluated bidder for Lot 10, filed a brief letter through *Enoth Mugabi Advocates* on 16 October 2025 stating that they had no submissions to file but would attend the hearing.

Inform Lykos (Hellas) SA

9. *Inform Lykos (Hellas) SA*, the best evaluated bidder for Lot 7 and 8 filed a letter on 16 October 2025. They submitted that the prices quoted by the Applicant were over and above those they quoted. They also submitted that the reasons for elimination of the Applicant's bids were right and just.

E. ORAL HEARING

The Tribunal held an oral hearing on 20 October 2025. The appearances were as follows:

- 1) Ms. Nakyeyune Flavia, counsel for the Applicant.
- 2) Ms. Dorrin Ojara, Ms. Doris Ojara and Mr. Jimmy Odong, directors of the Applicant.
- 3) Mr. Wettaka Patrick and Ms. Gilda Katuutu, counsel for the Respondent.
- 4) Mr. Martin Twinomugisha, Head PDU of the Respondent.
- 5) Mr. Enoth Mugabi, counsel for *Picfare Industries Ltd*, an interested party for Lot 10.
- 6) Mr. Dhiren Dave, Head of sales of *Picfare Industries Ltd*, an interested party for Lot 10.
- 7) Ms. Akello Christine and Mr. Trushar Upadhay, representatives of Graphic Systems Ltd. an interested party for Lot 5.

F. RESOLUTION

1. The Tribunal has considered the oral and written submissions and perused the pleadings, the bids, the bidding document, and the authorities cited.

2. The Application did not raise any issues for the Tribunal to determine. The issues deduced from the pleadings are as follows:
- 1) *Whether the Applicant submitted a competent administrative review complaint to the Respondent's Accounting Officer?*
 - 2) *Whether the Respondent erred in law when it disqualified the Applicant's bids?*
 - 3) *Whether there are available remedies to the Parties?*

Issue no. 1:

Whether the Applicant has locus standi to file the instant Application before the Tribunal?

3. The term *locus standi* means a place of standing. It means a right to appear in court, and conversely, to say that a person has no *locus standi* means that he has no right to appear or be heard in a specified proceeding. To say that a person has no *locus standi* means the person cannot be heard, even if he has a case worth listening to. See *Njau & Others v City Council of Nairobi* [1976- 1985 1 EA 397 at 407.
4. Under section 115 (1)(a) of the *Public Procurement and Disposal of Public Assets Act, Cap 205*, a bidder who is aggrieved by an administrative review decision of the Accounting Officer or the failure of the Accounting Officer to make an administrative review decision *may* apply to the Tribunal for review of the decision of a procuring and disposing entity.
5. A bidder who has not made an administrative review complaint to the Accounting Officer has no *locus standi* to apply to the Tribunal for review.
- See: *Application no. 26 of 2025- The Executive Committee of Iganga Central Market vs Iganga Municipal Council*.

6. A bidder may only apply directly to the Tribunal if he pleads and proves that the Accounting Officer has a conflict of interest and cannot impartially handle the matter. See section 106 (9) of the *Public Procurement and Disposal of Public Assets Act, Cap 205*.
7. The Respondent and *Uniprint Global* contend that the Applicant's letter to the Accounting Officer dated 18 September 2025 was merely a request for clarification, not a formal administrative review complaint.
8. Under sections 106(1) and (2) of the the *Public Procurement and Disposal of Public Assets Act cap 205* a bidder aggrieved by a decision or action of a procuring and disposing entity may lodge a complaint with the Accounting Officer, and such a complaint may relate to any omission or breach of the Act, its regulations, guidelines, or any provision of the bidding documents.
9. The Tribunal has previously held that non-conformity with a prescribed form does not render a document void, provided the substance remains unaffected and the deviation is not misleading. This position is reinforced by Section 43 of the Interpretation Act, which stipulates that where a form is prescribed by statute, a document shall not be void by reason of deviation from that form, so long as the substance is preserved, and no party is misled. See *Consolidated Applications no 30 and 31 of 2025, Yoya Technologies Limited, Eviden Information Technology (Beijing) Co. Ltd and Percent Technology Group Co. Ltd Joint Venture, Aisino Corporation v Uganda Revenue Authority, Kasokoso Services Limited v Jinja School of Nursing & Midwifery (Application No. 13 of 2021) and Samanga Elcomplus JV v PPDA & Uganda Electricity Distribution Company Limited (Application No. 4 of 2021)*.
10. The Tribunal has reviewed the Applicant's letter addressed to the Respondent's Accounting Officer on 18 September 2025, titled "Clarification and appeal against best evaluated bidder notice ...". In

the letter, the Applicant expressly denied any joint venture with *Mail Solutions UK (t/a Kalamazoo)* and set out the substantive and factual grounds for its grievance. The Applicant contended that its disqualification based on being a joint venture was erroneous, arguing that the alleged “involvement” with *Mail Solutions UK* did not necessitate the submission of audited accounts, a joint venture agreement, or a power of attorney. The letter further outlined the sequence of events and facts giving rise to the complaint.

11. The purpose of the letter was stated to be clarification on the grounds for disqualification and an appeal against the outcome of the best evaluated bidder. The Applicant requested that the Respondent consider its appeal of the Best Evaluated Bidder decision and for the issuance of further instructions on the procurement process.
12. By detailing the nature of the grievance, the supporting facts, the corrective measures sought and the purpose of the communication, the letter satisfies the definition of a “Complaint” under section 106 (1) of the *Public Procurement and Disposal of Public Assets Act cap 205* and regulation 4(3)(a)–(f) of the *Public Procurement and Disposal of Public Assets (Administrative Review) Regulations, 2023*. Therefore, the Applicant’s communication constituted a formal administrative review complaint capable of triggering the Respondent’s obligations under the law.
13. It follows that the Respondent’s letter to the Applicant dated 23 September 2025, in which it acknowledged the omission of the Applicant’s name from the Best Evaluated Bidder Notices for Lots 5 and 10, addressed the concerns regarding the Applicant’s eligibility, and ultimately rejected the Applicant’s appeal, constitutes a decision of the Accounting Officer issued in response to a complaint. This action was taken in accordance with section 106(7) of the *Public Procurement and Disposal of Public Assets Act, Cap. 205*.

14. Aggrieved by the decision of the Respondent's Accounting Officer, the Applicant subsequently filed a notice of application to the Tribunal pursuant to section 109(10) of the *Public Procurement and Disposal of Public Assets Act*. It was therefore incorrect for the Respondent to assert that the Applicant should have first lodged another complaint with the Accounting Officer, given that the Accounting Officer had already decided on the Applicant's initial complaint.
15. Furthermore, the law does not allow a bidder to seek a second administrative review from the same Accounting Officer once a decision has been made or not made in response to the first complaint relating to the same grievance. This principle was affirmed in Registry Application No. 18 of 2025, *Goldstar Insurance Company Limited v Uganda National Oil Company*.
16. The Tribunal has consistently held that late or non-payment of administrative review fees is not necessarily fatal, provided the proper fees can subsequently be assessed and paid. This principle has been applied in several decisions, including *VCON Construction (U) Ltd v Uganda Development Bank* (Application No. 22 of 2021), *Samanga Elcomplus JV v Uganda Electricity Distribution Company Limited* (Application No. 17 of 2021), and *Kasokoso Services Limited v Jinja School of Nursing and Midwifery* (Application No. 13 of 2021), with reliance on the Supreme Court ruling in *Lawrence Muwanga v Stephen Kyeyune* (Civil Appeal No. 12 of 2001).
17. Accordingly, the Tribunal finds that the Accounting Officer erred in concluding that non-payment of fees barred him from considering the Applicant's complaint. The record shows that the Applicant had expressly sought guidance from the Accounting Officer on the next steps, including directions on payment of the applicable fees and the relevant procedures. However, the Accounting Officer failed to provide such guidance in his letter dated 23 September 2025. This omission amounted to a breach of his statutory duty; therefore, non-

payment of fees cannot be relied upon to argue that the present application was premature.

18. The Applicant duly lodged a valid and competent complaint with the Respondent's Accounting Officer on 18 September 2025. Consequently, the Tribunal finds that the applicant has *locus standi* and the instant application has been properly and competently brought before the Tribunal.

19. **Issue no. 1 is resolved in the Affirmative.**

Issue No. 2:

Whether the Respondent erred in law when it disqualified the Applicant's bids?

20. An application brought before the Public Procurement and Disposal of Public Assets Appeals Tribunal under section 115 of the *Public Procurement and Disposal of Public Assets Act, Cap. 205*, constitutes an invocation of the Tribunal's jurisdiction to review the decisions of a procuring and disposing entity. As a merits review body, the Tribunal possesses broad authority to examine both the lawfulness and the merits of the procurement decision under challenge and, where appropriate, to set aside the impugned decision and substitute it with its own.

21. This power includes assessing all relevant legal and factual issues, both the lawfulness of the procurement decision it is reviewing and the facts going to the exercise of discretion, whether raised by the Applicant or not, provided all interested parties are provided with an opportunity to present their case (the right to be heard), are notified in advance that a decision is to be made based on that material and are allowed to respond (procedural fairness), determine the matter in an unbiased manner (an absence of bias) and give reasons for the decision. This position is supported by *Arua Municipal Council v Arua United Transporters SACCO*, High Court at Arua Civil Appeal No. 25

of 2017, and *Twed Property Development Ltd v Uganda Revenue Authority*, PPDA Tribunal Application No. 13 of 2025.

22. The Tribunal will now assess whether the evaluation of the Applicant's bid was conducted in accordance with the law and the Bidding Document.
23. The Tribunal notes that the Technical Compliance Selection (TCS) methodology was used to evaluate the bids. Under this methodology, the lowest-priced bid that is eligible, compliant, and substantially responsive to the technical and commercial requirements of the Bidding Document, and whose bidder is qualified to perform the contract, is recommended. The evaluation is conducted in three main sequential stages: (a) a preliminary review to determine bidder eligibility and administrative compliance; (b) a detailed assessment of commercial and technical responsiveness; and (c) a financial comparison of eligible, compliant, and responsive bids to identify the best evaluated bid. Failure at any stage precludes further consideration, while substantial responsiveness constitutes a pass. See (Part 1 of Section 3: Evaluation Methodology and Criteria, pages 31–32).
24. In respect of Lots 6, 7, 8, and 9, the Notices of Best Evaluated Bidders stated that the Applicant's bids were disqualified because the bidder was in partnership with *Mail Solutions UK* but no joint venture agreement or intention to form a joint venture was enclosed; the bidder did not attach powers of attorney for the joint venture; and that the bidder did not attach audited books of accounts for *Mail Solutions UK* who is a counterpart in the joint venture.
25. The corrected Notices of Best Evaluated Bidders stated that the Applicant's bid was disqualified because the bidder did not attach evidence of successful completion of three contracts of a similar nature and complexity; the bidder did not attach evidence of having printed a minimum of 20 million ballot papers; and that the Lots were reserved for local printers.

26. The bidding document in Section 2: Bid Data Sheet, ITB 35.1 specifically stated that a margin of preference shall apply for lots 4, 5 and 10 and for purposes of this instant application, affected and applied to Lots 5 and 10.
27. An examination of the Applicant's bids for Lots 5, 6, 7, 8, 9 and 10 shows that the bid was submitted by *D & D Law Publishing House Ltd*, a duly incorporated Ugandan company.
28. G.C.C 13 at page 128 of the Bidding Document describes the Provider's responsibilities. It states that the Provider shall provide all the Supplies and Related Services included in the Scope of Supply in accordance with the Delivery and Completion Schedule.
29. The statement of Requirements states that *Bidders should produce evidence that they are security printers* (page 120 of the Bidding Document).
30. The administrative compliance criteria on page 32 of the Bidding Document require evidence of the successful completion of three contracts of a similar nature and complexity, of which at least two (2) are in Africa. The Bidder must also have printed at least the number of ballot papers for the Lot the bidder is bidding for with a similar complexity election.
31. The Applicant's bids do not demonstrate that it is a security printer or that it has successfully completed any contracts of a similar nature and complexity as required, of which at least two (2) are in Africa. The Applicant's bids do not demonstrate that it has printed at least the number of ballot papers for the Lots the bidder is bidding for, with a similar complexity election.
32. The Executive Summary in the bids indicates that *D & D Law Publishing House Ltd* is supported by a specialist subcontractor, *Mail Solutions UK Ltd t/a Kalamazoo*.

33. The Executive Summary also states that *D & D Law Publishing House Ltd* has partnered with *Mail Solutions UK Ltd*, trading as Kalamazoo, a leading provider of security printing. The Executive Summary further states that the specialist partner has highly secure offices and a manufacturing plant in Redditch, England, with all the necessary manufacturing equipment, technical expertise, and integrated technology platforms to carry out the design and timely production of security prints.
34. The bids also contained a Manufacturer's Authorization from *Mail Solutions UK Ltd t/a Kalamazoo*, dated 17 July 2025, confirming that *D & D Law Publishing House Ltd* was duly authorized to submit the bid and that full warranty and performance guarantees would be provided under the General Conditions of Contract.
35. For Lots 5 and 9, the Applicant's bids contained documentation for *Mail Solutions UK Ltd*, including its Certificate of Incorporation, VAT Certificate, ISOQAR Certification, reference letter from Lloyds Bank, recommendation letter from the Malawi Electoral Commission, Order from the Nigerian Security Printing and Minting Plc, and Local Purchase Order from the Electoral Commission of Kenya.
36. For Lots 6 and 10, there was similar documentation relating to Mail Solutions UK Ltd as in Lots 5 and 9 above, but also included a narrative of references demonstrating successful delivery of election materials, including ballot papers and declaration forms to the Uganda Electoral Commission, the Malawi Electoral Commission and the Independent Electoral and Boundaries Commission (Kenya). Additional references included a recommendation letter from the Department for Business & Trade (HM Trade Commissioner for Africa); a Letter of Introduction from the British Deputy High Commission in Lagos, addressed to the Independent National Electoral Commission (INEC) of Nigeria; and Financial Statements for the year ended 31 March 2022 for Mail Solutions Group Ltd.

37. For Lots 7 and 8, the bid additionally included detailed performance experience and letters of commendation on Kalamazoo Direct's letterhead, highlighting major contracts such as: delivery of 11 million and 16 million ballots to the Uganda Electoral Commission, 16 million ballots to the Malawi Electoral Commission, 30 million ballots to the Independent Electoral and Boundaries Commission of Kenya, 1.6 million motor vehicle certificates to the Tanzania Revenue Authority, 60 million ballots to the Tanzania National Electoral Commission, 500,000 certificates and 200,000 transcripts to Barbados' Caribbean Examinations Council, 380,850 certificates, 639,750 security envelopes, and 1,053,000 result slips to the Uganda National Examinations Board, and 100 million presidential ballots and 80 million parliamentary/local ballots to INEC Nigeria.
38. The Tribunal noted that according to the Applicant's bid, the printing was to be done by *Mail Solutions UK Ltd.* The Applicant's bid and supporting documents show that Mail Solutions UK Ltd. was to do the entire printing work. The bids do not demonstrate any role to be played by the Applicant. Paragraphs (f) and (g) of the bid submission sheet envisage subcontractors, but only for part of the contract. Since the entire supply and related services were to be performed by *Mail Solutions UK Ltd.*, the Tribunal does not accept the Applicant's argument that *Mail Solutions UK Ltd.* was a mere subcontractor.
39. As stated in the Applicant's Executive Summary, *Mail Solutions UK Ltd.* was presented as a "partner" of the Applicant. The Manufacturer's Authorization from *Mail Solutions UK Ltd t/a Kalamazoo*, stated that *D & D Law Publishing House Ltd* was duly authorized to submit the bid and that full warranty and performance guarantees would be provided under the General Conditions of Contract. The wording of the Executive Summary and the Manufacturer's Authorization leave no doubt that *Mail Solutions UK Ltd.* was not a mere sub-contractor but a partner of the Applicant.

40. Part 1: Section 1 — Instructions to Bidders (ITB), specifically Sub-Clauses 4.2 and 4.3 on page 10 of the Bidding Document, which states the following:

4.2: Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For bids submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.3: A Bidder, and all parties constituting the Bidder including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

41. Part 1: Section 1 of the Bidding Document, specifically sub-clauses 4.2 and 4.3. provide that a bidder may take one of four permissible forms, namely, a natural person, a private entity, a government-owned entity (subject to ITB 4.6), or any combination of such persons or entities in the form of a joint venture, consortium, or association with a formal intent to enter into an agreement or under an existing agreement. This clause therefore governs the *legal identity* of the bidder and the permissible composition of the bidding entity at the time of submission.

42. Part 1: Section 1 of the Bidding Document, clause 3.4, provides that the documentation required to prove eligibility includes the following:

- (a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:
 - (i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

43. The Tribunal therefore finds that the Applicant's purported partnership with *Mail Solutions UK Ltd t/a Kalamazoo* was consistent with a joint venture or intended joint venture. Therefore, the bids should have included a joint venture agreement or letter of intent to enter into such an agreement. The Applicant should also have submitted a Power of Attorney from each member of the JV, nominating a Representative in the JV, and a Power of Attorney from the JV nominating a representative to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

44. The Applicant's failure to submit the mandatory Joint Venture Agreement or letter of intent to enter into such an agreement, and the Powers of Attorney, rendered its bids non-responsive to the eligibility and administrative requirements in that regard.
45. Failure to submit an eligibility document at the time of bid submission is not, in itself, a fatal omission, as the Procuring and Disposing Entity (PDE) is required to seek clarification and allow the bidder to furnish the missing document in accordance with regulation 17(6) of the *Public Procurement and Disposal of Public Assets (Evaluation) Regulations, 2023*. This position is supported by *Application No. 5 of 2025 – Emtec Technical Services Ltd v Uganda High Commission, Dar es Salaam, Tanzania and Gibb (PTY) Limited in Joint Venture with Acmir Consulting Limited v Ministry of Works and Transport and Another (Application No. 16 of 2025)*.
46. The Tribunal further noted that a missing document listed as an eligibility document may be requested from a bidder, provided that it was valid as of the bid submission deadline, pursuant to regulations 6(1) and 17(7) of the *Public Procurement and Disposal of Public Assets (Evaluation) Regulations, 2023*. To that extent, the Respondent erred when it disqualified the applicant's bids without affording the applicant a chance to submit the missing documents through clarification.
47. Under Part 1: Section 3, Administrative Compliance Criteria, the evaluation was to be conducted in accordance with ITB Sub-Clauses 32.3 and 32.4:
- a) *90 working days bid validity period*
 - b) *price schedule signed*
 - c) *Powers of Attorney attached*
 - d) *Bid security attached*
 - e) *Audited books of account / financial statements for the last three latest years audited by Certified Audit Firms.*

- f) *a letter from a reputable bank acceptable to Electoral Commission, confirming that the bank will provide financial guarantee for the contract if necessary. The letter should indicate the contact person, name, position, telephone and e-mail address*
- g) *Successful completion of 3 contracts of similar nature and complexity of which at least two (2) in Africa. The bidder is required to submit a reference letter for each project and give detailed addressees of the clients and contact person who can be approached in case of a need to confirm the information given in this respect.*
- h) *Bidder must have printed at least the number of ballot papers for the LOT the bidder is bidding for with a similar complexity election.*
- i) *A bidder must have the ISO Certificate for the Security Printing Management*

48. The Tribunal noted that Applicant's bids were administratively non-compliant because the Applicant did not provide audited financial statements for the last three years, certified by a recognized audit firm. Instead, it submitted the Annual Report and Financial Statements for the year ended 31 March 2022 for *Mail Solutions Group Ltd* for Lots 6 and 10, while no audited accounts were provided for Lots 5, 7, 8, and 9.

49. The preliminary examination includes evaluation of administrative compliance. It is conducted on a pass or fail basis, and a bid that is not administratively compliant and responsive to the bidding documents must be rejected at the preliminary examination stage of evaluation. However, where a bid is not administratively compliant but the non-compliance does not constitute a material deviation, the Evaluation Committee may waive, clarify or correct the deviation. See regulation 23 of the *Public Procurement and Disposal of Public Assets (Evaluation) Regulations, 2023*.

50. In the instant case, the non-compliance at the preliminary examination stage of evaluation constitutes material deviations. The Tribunal has considered the fact that the procurement involves very sensitive materials for time bound general elections. The Tribunal

finds no reason to justify waiver, clarification, or correction of the non-compliance since it was a material deviation.

51. Accordingly, the Tribunal finds that the Applicant's bids were not administratively compliant and were rightly rejected at the administrative compliance assessment stage.

52. The Applicant did not lodge a complaint after receiving the corrected Notices of Best Evaluated Bidder which stated that the Applicant's bids for Lots 5 and 10 were disqualified inter alia because the Lots were reserved for local printers. The Tribunal will not therefore delve into issues of margin of preference because they should have been raised first before the Accounting Officer.

53. **Issue no. 2 is resolved in the negative.**

Issue no. 3:

What remedies are available to the parties?

54. Having found that the Applicant's bids were not administratively compliant, the Applicant is not entitled to any remedies.

G. DISPOSITION

1. The Application is dismissed.
2. The Tribunal's suspension order dated October 13, 2025, is vacated.
3. Each party shall bear its own costs.

Dated at Kampala, this **23** day of **October, 2025**.



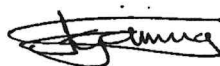
FRANCIS GIMARA SC.
MEMBER



NELSON NERIMA
MEMBER



GEOFFREY NUWAGIRA KAKIRA
MEMBER



CHARITY KYARISIIMA
MEMBER



ENG. CYRUS TITUS AOMU
MEMBER