

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

**REGISTRY APPLICATION NO. 6 OF 2025**

**BETWEEN**

**LANKARAN YOL TINKINTI OJSC  
IN JOINT VENTURE WITH  
UCA INSAAT =====APPLICANT**

**AND**

**MINISTRY OF WORKS AND TRANSPORT  
[As legal successor to  
Uganda National Roads Authority]=====RESPONDENT**

**APPLICATION FOR REVIEW IN RESPECT OF THE PROCUREMENT FOR  
THE UPGRADING OF NATIONAL ROADS IN UGANDA- UPGRADING OF  
THE KYENJONJO (KIHURA) BWIZI-RWAMWANJA-KAHUNGE (68KM)  
AND MPARA-BWIZI ROAD (38KM); INCLUDING THE CONSTRUCTION  
OF 20KM OF TOWN ROADS TO BITUMINOUS STANDARDS UNDER  
PROCUREMENT REFERENCE NO. UNRA/WORKS/2022-23/00032**

**BEFORE: FRANCIS GIMARA S.C, NELSON NERIMA, GEOFFREY  
NUWAGIRA KAKIRA, PAUL KALUMBA, CHARITY KYARISIIMA, AND  
KETO KAYEMBA, MEMBERS**

## **DECISION OF THE TRIBUNAL**

### **A. BRIEF FACTS**

1. The Government of Uganda represented by Uganda National Roads Authority (UNRA) received financing from Islamic Development Bank (hereinafter called “ISDB”) towards the upgrading of National Roads in Uganda.
2. Uganda National Roads Authority initiated a tender for the upgrading of National Roads in Uganda- upgrading of the *Kyenjonjo (Kihura) Bwizi-Rwamwanja-Kahunge (68KM) and Mpara-Bwizi Road (38KM)*; including the Construction of 20KM of town roads to Bituminous standards under Procurement Reference No. UNRA/WORKS/2022-23/00032 using International Open bidding Method.
3. On August 3, 2025, the 1<sup>st</sup> Respondent received 9 (Nine) bids from *Lankaran Yol Tinkinti OJSC in Joint Venture with UCA Insaat* (the Applicant), *Dott Services Ltd in Joint Venture with Sadeem Al Kuwait General Trading and Contracting Company, The Arab Contractors (Osman Ahmed Osman and Co., Maleka Engineering and Contracting Company in joint venture with Teskin Muhendislik Ltd STI, Gulsan Insaat Sanayi Turizm Nakliyat Ve Ticaret A.s, Samco National Construction Company, Batco- Badawi Azour Trading and Constructing S.A.L, United Gulf Construction Company W.L.L, Gocay Instaat Taahhut ve Ticaret Anonim Sirketi in joint venture with Arastirma Ticaret Ltd Sirketi.*
4. On 23<sup>rd</sup> November 2023, UNRA submitted the evaluation report and draft Contract to IsDB for approval (no objection). The Bank in a letter dated November 30, 2023, did not issue the no objection but advised the 1<sup>st</sup> Respondent to revise the Bid Evaluation Report and re-submit it to the bank.

5. On 14<sup>th</sup> December 2023, UNRA made revisions as advised by the Bank and resubmitted the evaluation report and draft Contract to IsDB for approval (no objection).
6. On 5<sup>th</sup> July 2024, the Bank issued its approval (no objection) to evaluation report and draft Contract. The Evaluation Report had recommended an award of contract to the *Arab Contractors (Osman Ahmed Osman and Co)* as the Best Evaluated Bidder.
7. A corresponding notification of award was sent by UNRA to all bidders on July 5, 2024.
8. On July 16, 2024, the Applicant through its lawyers *Kampala Associated Advocates* filed a procurement related complaint with the Accounting Officer of UNRA. The complaint alleged that the price in the notification of intention to award was not part of the bid of *Arab Contractors (Osman Ahmed Osman and Co)*.
9. UNRA acknowledged receipt of the Complaint in a letter dated 23<sup>rd</sup> July 2024 and submitted the proposed Response to the Complainant to IsDB for a "No-Objection" through e-mail on 25<sup>h</sup> July 2024.
10. The Bank granted its "No-Objection" to UNRA's response which found no merit in the Complaint through e-mail on 6<sup>th</sup> August 2024. UNRA accordingly issued the Response to the Complainant in a letter dated 7<sup>th</sup> August 2024. The Applicant received the response to its procurement related complaint on 9<sup>th</sup> August 2024.
11. On December 18, 2024, UNRA entered into a contract for the upgrading of National Roads in Uganda- upgrading of the *Kyenjonjo (Kihura) Bwizi-Rwamwanja-Kahunge (68KM) and Mpara-Bwizi Road (38KM); including the Construction of 20KM of town roads to Bituminous standards* under Procurement Reference No. UNRA/WORKS/2022-23/00032 with the *Arab Contractors (Osman Ahmed Osman and Co)*.

12. On February 5, 2025, the Applicant claiming to have been became aware of facts pointing to corrupt practice, fraudulent practice and obstructive practice in the preparation of and evaluation of the bid of *The Arab Contractors (Osman Ahmed Osman)*, filed a new procurement related complaint with the Accounting Officer of the Respondent on the grounds that;
  - (i) *The Arab Contractors (Osman Ahmed Osman)* relied on experience of its subsidiaries for specific experience contrary to contrary to the eligibility and qualification criteria.
  - (ii) *The Arab Contractors (Osman Ahmed Osman)* submitted contracts that were below the minimum value and did not meet the requirement for similarity in physical size, complexity, methods and technology contrary to the eligibility and qualification criteria.
  - (iii) The evaluation committee performed a perfunctory evaluation of the bid of *The Arab Contractors (Osman Ahmed Osman)*.
13. The Accounting Officer of the Respondent made and communicated a response to the Applicant's Complaint on February 20, 2025, dismissing the complaint for being filed out of stipulated timelines.
14. The Applicant being dissatisfied with the decision of the Respondent, filed the instant Application with the Tribunal on February 28, 2025, seeking to review the decision of the Accounting Officer.
15. The Applicant contends that a complaint containing allegations of fraud and corruption is no ordinary complaint and should be handled on its own merit and is subject to separate and additional procedures under Annex C to the *Guidelines for the Procurement of Goods, Works and Related Services under IsDB Project Financing*.
16. The Applicant contends that the award of contract to *The Arab Contractors (Osman Ahmed Osman)* was marred by fraudulent practice which would render the entire procurement process



illegal.

17. The Respondent filed a response to the Application on March 7, 2025. The Respondent averred that the Tribunal has no jurisdiction; and that the application for administrative review to the accounting Officer was incompetent, incurably defective and time barred. The Respondent contends that the Applicant's bid was rightly eliminated at the preliminary evaluation stage of evaluation, and that it was illegal and irregular for the applicant to obtain confidential records pertaining to the procurement process. The Respondent prayed that the Application be dismissed with costs.

**B. THE ORAL HEARING**

1. The Tribunal held an oral hearing on March 17, 2025 via zoom videoconferencing. The appearances were as follows:
  - 1) Mr Charles Nsubuga of M/S Muwema & Co. Advocates, counsel for the Applicant.
  - 2) Mr Muhsin Basmaci representative of *UCA Insaat*, a joint venture partner of the Applicant, was in attendance.
  - 3) Mr Kasirye Robert, Policy and Legal Analyst of the Respondent, represented the Respondent.
  - 4) Hassan Musobya-Senior Procurement Officer; and Eng. Dan Iga-Assistant Manager Roads Development, were in attendance.
2. The best-evaluated bidder (BEB) was not represented, though duly served with the Application and hearing notice.

**C. RESOLUTION**

1. The Tribunal has considered the oral and written submissions and perused the pleadings, the bids, and the bidding document. The Application raised four issues. However, in view of the pleadings and

submissions of both parties, the Tribunal has framed the issues as follows:

- 1) Whether the Tribunal has jurisdiction to determine the Application?
- 2) Whether the application is competent before the Tribunal?
- 3) Whether the Accounting Officer of the Respondent erred in law and fact when it subjected the Applicant's complaint to PPDA (Administrative Review) Regulations 2023 instead of Annex C of the *Guidelines for the procurement of Goods, Works and related services under IsDB Project Financing*.
- 4) Whether the Accounting Officer erred in law and fact when he dismissed the Applicant's complaint?
- 5) Whether the Respondent erred in the evaluation of the bid of *The Arab Contractors (Osman Ahmed Osman)*?
- 6) What remedies are available to the parties?

**Issue No. 1:**

**Whether the Tribunal has with jurisdiction to determine the Application?**

1. The Respondent raised a preliminary objection contending that the Tribunal does not have the jurisdiction to review the instant Application because the instant procurement was guided by the *Guidelines for the Procurement of Goods, Works and Related Services under IsDB Project Financing*, including Annex C thereof. That the Guidelines do not provide for recourse to the administrative review to the Public Procurement and Disposal of Public Assets Appeals Tribunal or a court of law following a dismissal of a procurement related complaint by a Beneficiary's Responsible Officer.
2. The Respondent relied on the recent decision of Ssekaana J (as he then was) in *National Information Technology Authority Uganda v*

*Gulf Africa Ltd, High Court Civil Appeal No. 126 of 2024.* In that case it was held that the Tribunal did not have jurisdiction to hear an application in a procurement which was governed by World Bank Procurement Regulations.

3. Counsel for the Applicant did not agree. He submitted that the Islamic Development Bank Guidelines do not provide that the decision of the Accounting Officer shall be final.
4. The Tribunal is a creature of the *Public Procurement and Disposal of Public Assets Act Cap 205*.
5. Section 1(1) of the *Public Procurement and Disposal of Public Assets Act* provides that the Act shall apply to all public procurement and disposal activities and in particular shall apply to—
  - (a) all public finances— (i) originating from the Consolidated Fund and related special finances expended through the capital or recurrent budgets, whatever form these may take; (ii) that may be earmarked for external obligation purposes, except those resources that may be earmarked for payments of membership subscriptions and contributions; and (iii) of a procuring and disposing entity;
  - (b) resources in the form of counterpart transfers or co-financing or pre-contract financing by providers or any finances of a similar nature within the context of development co-operation agreements for the implementation of national programmes;
  - (c) procurement and disposal by a procuring and disposing entity, within or outside Uganda;
  - (d) procurement financed from specific public finances specified in paragraph (a), in the case of an entity not being of Government, except where the Authority confirms in writing, that the procurement system of the entity is satisfactory;
  - (e) procurement and disposal by a company registered under the Companies Act, in which a procuring and disposing entity has majority interest.

6. Section 2 of the Act defines a procuring and disposing entity to include—
  - (a) a Ministry of Government;
  - (b) a district council or a municipal council;
  - (c) a body established by an Act of Parliament, which receives public finances from the Consolidated Fund and related special finances expended through the capital or recurrent budgets, whatever form these may take.
7. The procurement in issue is funded under financing agreements between the Government of Uganda and the *Islamic Development Bank (IsDB)*. The Ministry of Works and Transport through Uganda National Roads Authority is designated as executing agency. The procurement was initiated by Uganda National Roads Authority.
8. Paragraph 1 of the *The INVITATION TO BID NOTICE* dated June 12, 2022 states that “*The Government of Uganda has applied for financing from the Islamic Development Bank (IsDB) toward the cost of the Upgrading of the Kyenjojo (Kihura) – Bwizi – Rwamwanja–Kahunge/ Mpara – Bwizi Road (105km) to Bituminous Standards, and intends to apply part of the proceeds toward payments under the contract for Civil Works for the Upgrading of the Kyenjojo (Kihura) – Bwizi – Rwamwanja – Kahunge/ Mpara – Bwizi Road (105km) to Bituminous Standards*”. Section of the Public Finance Management Act defines “public money” to include proceeds of loans raised on behalf of the Government. Therefore, the impugned procurement is prima facie subject to the *Public Procurement and Disposal of Public Assets Act* because it is funded by a loan raised on behalf of Government within the meaning of section 1 (1) (a) of the *Public Procurement and Disposal of Public Assets Act*.
9. The Uganda National Roads Authority Act Cap 214 was repealed to enable the mainstreaming of functions of the Uganda National Roads Authority into the ministry responsible for roads. Consequently, the Uganda National Roads Authority was dissolved.

Effective December 23, 2024, all assets, rights and obligations of Uganda National Roads Authority were vested in the Government of Uganda under the ministry responsible for roads. See Sections 3, 4(1), 5 and 7(4) of the Uganda National Roads Authority Act (Repeal) Act of 2024.

10. The Ministry of Works and Transport is a Ministry of Government and therefore a procuring and disposing entity within the meaning of sections 1 (1) (c) and 2 of the *Public Procurement and Disposal of Public Assets Act*. The Uganda National Roads Authority was also a procuring and disposing entity within the meaning of sections 1 (1) (c) and 2 of the *Public Procurement and Disposal of Public Assets Act*.
11. Prima facie, *Public Procurement and Disposal of Public Assets Act*, is applicable to the impugned disputed procurement. However, the applicability of the Public Procurement and Disposal of Public Assets Act can be rebutted.
12. Section 3 (1) of the *Public Procurement and Disposal of Public Assets Act* provides that where the Act **conflicts** with an **obligation** of the Republic of Uganda arising out of an agreement with one or more States, or with an international organisation, the provisions of the agreement shall prevail over the Act.
13. The Tribunal must consider whether its handling the Application **conflicts** with an **obligation** of the Republic of Uganda under the agreements with the Islamic Development Bank.
14. Article 3.1 of the Agency agreement between the Republic of Uganda and the Islamic Development Bank, dated 29<sup>th</sup> April 2024 provides as follows:  
*3.1 Except as ISDB may otherwise agree, the Agent shall procure, or cause to be procured, the Project Assets in accordance with ISDB's Procurement Policies and Guidelines, Section 3 (Procurement of Project Assets) of the General Conditions and Schedule-II to this Agreement (Modes of Procurement of the Project Assets).*

15. Paragraph 4 of the *INVITATION TO BID NOTICE* dated June 12, 2022 states that *Bidding will be conducted through the International Competitive Bidding procedures among Member Countries (ICB/MC) as specified in the Guidelines for Procurement for Goods, Works and Related Services under Islamic Development Bank Project Financing, September, 2018.*
16. The Tribunal has studied the *Guidelines for the Procurement of Goods, Works and Related Services under IsDB Project Financing, 2018.*
17. Paragraph 1.48 of the *Guidelines for the Procurement of Goods, Works and Related Services under IsDB Project Financing, 2018* provides as follows:

*1.48 Procurement-related complaints are governed by the provisions of Annex C. Such complaints may be brought, at the appropriate stage of the procurement process, to the attention of the Beneficiary by potential or actual applicants/Bidders. To promote an open and fair procurement process, the Beneficiary shall make every effort to address any such procurement-related complaint objectively and in a timely manner, with transparency and impartiality. IsDB undertakes to monitor the process of resolution of any procurement related-complaint about which it receives notice.*
18. Paragraph 1.7 of the *Guidelines for the Procurement of Goods, Works and Related Services under IsDB Project Financing, 2018* provides as follows:

*1.7 The ultimate responsibility for achieving maximum VfM (Value for Money) for the Goods, Works and/or related services procured and the successful completion of projects rests with the **Beneficiary.***
19. Annex “C” to the *Guidelines for the Procurement of Goods, Works and Related Services under IsDB Project Financing, 2018* states that *“This Annex details the process for making a procurement-related*

*complaint and the Beneficiary's obligations in administering and handling such complaints. It expands on the requirements of Paragraph 1.48 of the Procurement Policy.*

20. Paragraph 4 of Annex C to the *Guidelines for the Procurement of Goods, Works and Related Services under IsDB Project Financing, 2018* provides as follows:

*4. Beneficiary's roles and responsibilities*

*4.1 To promote an open and fair procurement process, the Beneficiary shall make every effort to address procurement-related complaints objectively and in a timely manner, with transparency and impartiality, and in accordance with Paragraph 1.48 of these Guidelines, and this Annex.*

*4.2 Specifically, the Beneficiary's roles and responsibilities include:*

*a) providing timely and sufficient information to applicants/Bidders, so that they can understand the basis for the Beneficiary's decision and make an informed decision on whether to lodge a complaint challenging that decision;*

*b) promptly acknowledging complaints received;*

*c) resolving complaints promptly and fairly;*

*d) preserving the confidentiality and proprietary information of other applicants/Bidders, marked as such in their applications/Bids, including commercial and financial information and trade secrets; and*

*e) maintaining complete records of all debriefings, complaints and their resolution.*

21. ITB 2.1 states that *The Beneficiary or Recipient (hereinafter called "Beneficiary") specified in the BDS has received or has applied for financing (hereinafter called "funds") from the Islamic Development Bank (hereinafter called "IsDB") in an amount*



*specified in the BDS. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.*

22. *Beneficiary is defined in the Bid Data Sheet to mean Government of the Republic of Uganda.*
23. *ITB 49 of the Bidding Document of Section II- Bid Data Sheet provides that:*

*The procedures for making a Procurement-related Complaint are detailed in the "Procurement Guidelines (Annex C)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:*

*For the attention/ position: The Executive Director*

*Employer: Uganda National Roads Authority*

*Email address: executive@unra.go.ug*

*Fax number: +256414232807*

*In summary, a Procurement-related Complaint may challenge any of the following:*

- 1. the terms of the Bidding Documents; and*
- 2. the Employer's decision to award the contract.*

24. *It is clear that under the Guidelines for the Procurement of Goods, Works and Related Services under IsDB Project Financing, 2018 and the bidding document, the Government of the Republic of Uganda as the beneficiary/borrower is responsible for the procurement and the resolution of procurement related complaints.*
25. *The legal and institutional framework for resolving procurement-related complaints is found in the Public Procurement and Disposal of Public Assets Act. The Republic of Uganda (the Borrower) has a 3-tier process for resolution of procurement-related complaints through administrative review. The first step is a complaint to the*

Accounting Officer of the procuring and disposing entity.

26. The second step is an application to this Tribunal for review of the Accounting Officer's decision. The third step is a final appeal to the High Court on a point of law.
27. In the instant, case, the bidding document provides for a complaint to be made to the Executive Director of the *Uganda National Roads Authority*. Under the laws of Uganda cited above, a bidder person dissatisfied with the administrative review decision of an Accounting Officer may apply for review to this Tribunal. The *Guidelines for the Procurement of Goods, Works and Related Services under IsDB Project Financing, 2018* and the bidding document do not provide that the decision of the Accounting Officer shall be final.
28. The jurisdiction of the Accounting Officer and the Public Procurement and Disposal of Public Assets Tribunal to handle a procurement-related complaint is in furtherance of the obligations of the Republic of Uganda as a Beneficiary under the *Guidelines for the Procurement of Goods, Works and Related Services under IsDB Project Financing, 2018*, and the bidding document. The Applicant made a fresh complaint to the Permanent Secretary of the Respondent on February 5, 2025, and he rendered a decision on February 20, 2025. A complaint to the Permanent Secretary of the Respondent is an administrative review application for purposes of the *Public Procurement and Disposal of Public Assets Act*. The decision of the Accounting Officer is reviewable by this Tribunal under sections 106(8) and 115 (1) of the *Public Procurement and Disposal of Public Assets Act*.
29. The jurisdiction of this Tribunal to review the Accounting Officer's decision does not conflict with any obligation of the Republic of Uganda arising out of the agreements between the Republic of Uganda and *Islamic Development Bank*. To the contrary, the resolution of procurement-related complaints is left to the

Government of Uganda. The handling of the Application by the Tribunal is in fact a fulfilment of the obligations of the Republic of Uganda to handle the procurement and complaints arising as stipulated in the *Guidelines for the Procurement of Goods, Works and Related Services under IsDB Project Financing*.

30. The Respondent has not shown any **obligation** of the Republic of Uganda which would be breached if the Tribunal reviews the decision of the Accounting Officer regarding a procurement-related complaint. In the absence of any conflict, the Tribunal has jurisdiction to determine applications arising from the impugned procurement.

See: *K-Solutions Limited v Attorney General and Public Procurement and Disposal of Public Assets Authority*, Application no. 9 of 2020; *Dott Services Limited & Hes Infra Private Limited JV v Ministry of Water and Environment*, Application no. 25 of 2021; *China Civil Engineering and Construction Corporation v Uganda National Roads Authority*, Application no. 11 of 2023; and *Vital Capital Investments Ltd & Others v Ministry of Lands Housing and Urban Development*, Application No. 16 of 2023.

31. The Respondent submitted that *Guidelines for the Procurement of Goods, Works and Related Services under IsDB Project Financing* do not provide for a further application to the Tribunal or any court of law in Uganda following a resolution of a procurement related complaint by the Beneficiary. The Respondent cited the case of *National Information Technology Authority Uganda v Gulf Africa Limited*, Civil Appeal No. 126 of 2024. It was held in that case that the Tribunal has no jurisdiction where the Act conflicts with an obligation of the Republic of Uganda arising out of an agreement with one or more States, or with an international organization.

32. However, that case concerned a procurement governed by the *World Bank Procurement Regulations for Investment Project Financing (IPF) Borrowers*. The Tribunal also noted that the court, with due respect, did not consider the fact that the *World Bank Procurement Regulations for Investment Project Financing (IPF) Borrowers*, and its

Annex III on *Procurement-related Complaints*, confer on the “Borrower” the responsibility to handle and resolve procurement-related complaints. The Government of Uganda as the Borrower is therefore mandated to handle and resolve procurement-related complaints using its legal and institutional framework. Under Uganda’s framework, the decision of the Accounting Officer is not final.

33. The Tribunal further noted that the three-tier system of resolving procurement-related complaints is part of the scheme established by Uganda in furtherance and safeguard of the fundamental principles of non-discrimination; transparency, accountability and fairness; maximisation of competition and ensuring value for money; confidentiality; economy and efficiency; and promotion of ethics which are laid down in sections 46-49 of the *Public Procurement and Disposal of Public Assets Act*. The objectives of the entire Act cannot be fulfilled if certain provisions are too easily made inapplicable unless there is a clear direction to that effect.
34. As held by Mulenga, JSC in *Habre International Company Limited v Kassam and others* [1999] 1 EA 125, the tendency to interpret the law in a manner that would divest courts of law of jurisdiction too readily unless the legal provision in question is straightforward and clear is to be discouraged since it would be better to err in favour of upholding jurisdiction than to turn a litigant away from the seat of justice without being heard; the jurisdiction of courts of law must be guarded jealously and should not be dispensed with too lightly and the interests of justice and the rule of law demand this.
35. The courts and this Tribunal are therefore duty bound to jealously guard the sovereignty of the Republic of Uganda. The mere fact that a procurement is funded by a loan and subject to a lender’s procurement guidelines does not in itself oust the jurisdiction of this Tribunal and the courts of Uganda, unless there is a clear provision to that effect. It would be different if a financing agreement or a financier’s procurement guidelines expressly provide that the

financier shall directly handle procurement-related complaints, or that the decision of an Accounting Officer in administrative review shall be final.

36. Financiers' procurement guidelines should be read and interpreted as a whole, and within context. No provision should be read in isolation to infer that the Tribunal and the courts have no jurisdiction to determine Applications arising out of an Accounting officer's decision. Indeed, even in the case of *National Information Technology Authority Uganda v Gulf Africa Limited*, Civil Appeal No. 126 of 2024, the High Court exercised its jurisdiction under section 118 of the *Public Procurement and Disposal of Public Assets Act*. There was no suggestion that the High Court has no jurisdiction merely because the financier's procurement guidelines do not specifically provide for an appeal to the High Court.
37. At the hearing, counsel for the Respondent conceded, and rightly so, that this Tribunal has jurisdiction in this procurement.
38. Issue no. 1 is resolved in the affirmative.

**Issue No. 2:**

***Whether the Application is competent before the Tribunal?***

39. The Respondent also contended that the Applicant's Procurement-related complaints filed on February 5, 2025 was incompetent and incurably defective for being expressly barred by Paragraph 2.3 of *Annex B of the Guidelines for the procurement of Goods, Works and related services under IsDB Project Financing* (Feb 2023 version) and for being filed out of time.
40. According to the Bidding Document, the applicable guidelines are the *Guidelines for Procurement for Goods, Works and Related Services under Islamic Development Bank Project Financing*, September, 2018.

41. Paragraph 5 of Annex C provides as follows:
5. *Submission of procurement-related complaints*
- 5.1 *Interested parties should submit procurement-related complaints to the Beneficiary in a timely manner and at the appropriate stage in the procurement process. A timely manner is specified as follows.*
- For complaints challenging the:*
- a) *Beneficiary's Bidding Documents: the complaint should be submitted to the Beneficiary at least ten (10) Business Days prior to the deadline for submission of applications/Bids, or, where the Beneficiary has amended the Bidding Documents, within five (5) Business Days after the issuing of the amendment, whichever is later;*
  - b) *Beneficiary's decision to exclude the complainant prior to the award of contract: the complaint should be submitted to the Beneficiary within ten (10) Business Days following the Beneficiary's transmission to the interested party of notice of such exclusion; or*
  - c) *Beneficiary's decision to award the contract: the complaint shall be submitted to the Beneficiary after receipt of the Notification of Intention to Award and prior to the expiry of the Standstill Period.*
42. The *Guidelines for Procurement for Goods, Works and Related Services under Islamic Development Bank Project Financing, September, 2018* require a Standstill Period after the transmission of the Notification of Intention to Award the contract. ITB 42.1 provides for a Standstill Period of ten Business Days. However, if the Beneficiary does not receive IsDB No-Objection during the Standstill Period, the Standstill Period is automatically extended until the IsDB No-Objection is received.
43. A Notification of Intention to Award was sent by Uganda National Roads Authority to all bidders on July 5, 2024. The Applicant duly filed a Procurement-related complaint with the Accounting Officer of Uganda National Roads Authority through its lawyers, *Kampala Associated Advocates* on July 16, 2024 and a decision was issued



on August 7, 2024. Uganda National Roads Authority then entered a contract with the best evaluated bidder *Arab Contractors (Osman Ahmed Osman)* on December 18, 2024.

44. The *Guidelines for the procurement of Goods, Works and related services under IsDB Project Financing* do not envisage the filing of a complaint to the Beneficiary after expiry of the Standstill Period.
45. The filing of a second Procurement-related complaint with the Accounting Officer of the Respondent by the Applicant in February 2025 was an abuse of process. The Tribunal rejects the Applicant's submission that it was entitled to file a second complaint after allegedly discovering fraud. Litigation and administrative review in respect of any cause of action cannot be conducted in instalments. All grievances must be presented within the stipulated time. See: *Vital Capital Investments Ltd & Others v Ministry of Lands Housing and Urban Development, Application No. 16 of 2023*; and *Technology Associates Limited in Consortium with Comviva Technology Limited v Post Bank Uganda Limited, Application No. 6 of 2022, page 22, para 54*.
46. The *Guidelines for the procurement of Goods, Works and related services under IsDB Project Financing* do not envisage the filing of a complaint to the Beneficiary after the Standstill Period. Therefore, the Applicant's purported Procurement-related complaint filed on February 5, 2025 was incurably defective and cannot give rise to a valid application to the Tribunal. See *Application No. 15 of 2021, Beautiful Engineering and Equipment Limited v Uganda Electricity Transmission Company Limited*.
47. The Tribunal also observed that the instant Application is premised on section 115 of the *Public Procurement and Disposal of Public Assets Act Cap 205*.
48. Under section 115 (1)(a)-(c) of the *Public Procurement and Disposal of Public Assets Act cap 205*, the following may apply to the Tribunal for review of a decision of a procuring and disposing entity—



- a) a bidder who is aggrieved, as specified in section 106 (7) or (8);
  - b) a person whose rights are adversely affected by a decision made by the Accounting Officer; and
  - c) a bidder who believes that the Accounting Officer has a conflict of interest as specified in section 106(9).
49. A bidder is defined as a physical or artificial person intending to participate or participating in public procurement or disposal proceedings while a “procurement process” means *the successive stages in the procurement cycle including planning, choice of procedure, measures to solicit offers from bidders, examination and evaluation of those offers, award of contract, and contract management*. See section 2 of the *Public Procurement and Disposal of Public Assets Act cap 205*.
50. ITB 18.1 in of the Bidding Document states that the bid validity shall be for a period of 150 days from the submission deadline.
51. The Applicant, upon request, extended the validity of its bid to February 28, 2025.
52. There is no record that the Applicant extended its bid validity beyond February 28, 2025.
53. The expiry of the bid validity period prior to date stipulated in the bidding document or before the conclusion of the procurement process leads to the conclusion that the bid submitted is no longer valid and thus non-existent. A bidder whose bid validity has since expired is not therefore a bidder in actual sense and thus has no locus to apply for administrative review. See *Gabikan Engineering v Ministry of Works and Transport & Zhonghao Construction Engineering Co. Ltd. Application No. 50 of 2024*.
54. Expiry of a bid validity is a matter of law and the Tribunal has consistently held that “*Once the bid validity expires, the procurement process comes to an end. By the time this application for review was*

*made, the bid had expired thereby putting an end to the procurement process in question". Any Application based on an expired bid is incompetent. See Gabikan Engineering v Ministry of Works and Transport & Zhonghao Construction Engineering Co. Ltd. Application No. 50 of 2024.*

55. The Applicant ceased to be a bidder after February 28, 2024 and is therefore no longer entitled to any remedy under administrative review. It does not matter that the Application was lodged on February 28, 2025. An Applicant must have *locus standi* throughout the duration of the Application, and up to the date of decision by the Tribunal. The Applicant is to blame for not invoking its rights in a timely manner and instead opting to apply for administrative review in instalments.
56. The Applicant therefore has no *locus standi* before the Tribunal and the Application is incompetent.
57. In the premises, having found that the Application is incompetent, the Tribunal shall not delve into the merits of the Application.
58. The upshot of our finding on this issue is that the instant Application is time barred, incompetent and incurably defective.
59. Issue No. 2 is resolved in the negative.

**D. DISPOSITION**

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

Dated at Kampala this 21<sup>st</sup> day of March 2025.



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**FRANCIS GIMARA. S.C**  
**CHAIRPERSON**



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**NELSON NERIMA**  
**MEMBER**



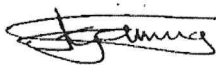
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**GEOFFREY NUWAGIRA KAKIRA**  
**MEMBER**



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**PAUL KALUMBA**  
**MEMBER**



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**CHARITY KYARISIIMA**  
**MEMBER**



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**KETO KAYEMBA**  
**MEMBER**