

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

APPLICATION NO. 23 OF 2025

BETWEEN

**MEALS ON WHEELS LTD IN JOINT VENTURE
WITH MAZE ESTABLISHMENTS LTD::::::::::::::::::::::::::::::::: APPLICANT**

AND

UGANDA CIVIL AVIATION AUTHORITY::::::::::::::::::::::::::::::::: RESPONDENT

**APPLICATION FOR REVIEW IN RESPECT OF THE PROCUREMENT
FOR DEVELOPMENT, OPERATION AND MANAGEMENT OF DUTY-
FREE RETAIL SHOPS, FOOD AND BEVERAGES AND BAGGAGE
WRAPPING CONCESSIONS UNDER PROCUREMENT REFERENCE
NUMBER: UCAA/NCONS/24-25/0000.**

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

**Tribunal Decision in Application No. 23 of 2025- Meals on Wheels Ltd in Joint Venture with Maze
Establishments Ltd Vs. Uganda Civil Aviation Authority**

DECISION OF THE TRIBUNAL

A. BRIEF FACTS

1. Uganda Civil Aviation Authority (the "Respondent") initiated a procurement for the Development, operation and management of duty-free retail shops, food and beverages and baggage wrapping concessions under procurement reference number: UCAA/NCONS/24-25/0000 on February 24, 2025. The letter of invitation was addressed to 9 prequalified bidders.
2. On March 11, 2025, the Respondent received bids from bidders, namely, *Meals on Wheels Ltd in Joint Venture with Maze Establishments Ltd* (the Applicant), *Sokoni Africa & Ranches Finest (u) Ltd JV*, *Kembabazi Catering Center*, *Crane Cafeteria*, *JIT Duty Free & Food Library Ltd (JV)* and *Shaka Zulu Foods*.
3. Upon the conclusion of the evaluation process, the Respondent issued a Notice of Best Evaluated Bidder on July 4, 2025, indicating that ***Crane Cafeteria*** and ***JIT Duty Free & Food Library Ltd (JV)*** were the best evaluated bidders with a total contract price of **12% gross sales**, respectively.
4. The Notice of Best Evaluated Bidder stated that the Applicant was eliminated at the preliminary stage because ***"the bidder did not submit a registered copy of the power of attorney authorizing the signatory of the bid on behalf of the joint venture"***.
5. On July 22, 2025, the Applicant filed a complaint before the Respondent's Accounting Officer challenging the disqualification of its bid.

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6. On August 1, 2025, the Respondent's Accounting Officer issued a response to the Applicant's complaint, dismissing it.
7. The Applicant, being aggrieved with the Respondent's decision, filed the instant Application on August 14, 2025, before the Tribunal to review the Respondent's decision.

B. SUBMISSIONS

The Tribunal has relied on the parties' written submissions, responses, and oral arguments, which were made before the Tribunal members.

Applicant

1. The Applicant relied on its rejoinder to the Respondent's response and its written submission, both filed with the Tribunal on August 21, 2025.
2. The Applicant challenged the disqualification of its bid on the ground that failure or omission to submit a registered power of attorney for the joint venture rendered the bid administratively non-compliant. The Applicant contended that the joint venture arrangement in its bid was made by two independent companies and no separate joint venture company was incorporated for the purposes of this bid. So the Respondent's expectation of a joint venture power of attorney must have come from a mistaken belief that this was a joint venture company and not a partnership.
3. In response to the Respondent's claim that the Applicant lacked locus standi based on the inconsistency between the formal joint venture name ("*Meals on Wheels Ltd in Joint Venture with Maze Establishments Ltd*") and the contemporaneous bid documents

(which were submitted under the name "*Meals on Wheels Ltd and B*"), the Applicant contended that this objection was procedurally inappropriate. The point was never raised during the procurement or administrative review process and thus could not be introduced at the appeal stage before the Tribunal. That doing so would amount to an *ex post facto* rationalisation unsupported by the original rejection, which focused solely on the absence of a joint Power of Attorney. Reliance on such a belated ground is legally unsound and should be dismissed. As held in **R v Westminster City Council, ex parte Ermakov [1996] 2 All ER 302 (CA)**, the court may, at most, allow post-decision explanations to clarify the reasons originally given, but it must not allow them to fundamentally alter the decision's basis. Retrospective justifications that depart from the reasons communicated at the time are impermissible.

4. The Applicant opposed the Respondent's preliminary objections on the ground of lack of locus standi. The Applicant argued that it duly participated in the procurement under the name *Meals on Wheels Ltd in Joint Venture with Maze Establishments Ltd*, and that any discrepancies in the manner its name appeared on bid documents were minor clerical irregularities. All relevant forms, including the bid submission sheet and declarations, consistently identified it as the bidder, and the Respondent itself treated the Applicant as such throughout the process.
5. The Applicant submitted that the Respondent, having issued a decision rejecting the bid due to a deficiency of a power of attorney and completing the review process, became *functus officio*, lacking authority to raise new objections. The decision must stand or fall based on the reasons originally given, and no fresh grounds may be supplied at this judicial review stage. Any attempt to revisit or expand the reasons for disqualification was said to be an abuse of

process. The Applicant cited ***Semwo Construction Company V Rukungiri District Local Government H.C.M.C No. 30 of 2010*** to espouse its submissions.

6. On timeliness, the Applicant contended that its administrative review was lodged within the statutory period. It argued that the best evaluated bidder notice was not effectively displayed until after 4 July 2025 and that, in any event, the computation under section 106(3)(b) of the *Public Procurement and Disposal of Public Assets Act* requires working days only, thereby excluding weekends and public holidays. On this basis, the filing on 22 July 2025 was timely.
7. In further reply to the objection that the instant application was filed out of time, the Applicant submitted that Section 106(3) of the *Public Procurement and Disposal of Public Assets Act* and Regulation 4(4) of the *Public Procurement and Disposal of Public Assets (Contract) Regulations, 2023* requires proper and direct notification of the best evaluated bidder notice to all bidders so as to trigger the timelines. In the instant case, the Applicant only learned of the rejection through social media, not official delivery, as stated in the law, delaying awareness. The Applicant filed its review immediately upon actual knowledge, thus complying with statutory timelines. The Applicant relied on the Tribunal's decision in ***Application No. 7 of 2023, JB United Civil Engineering and Building Contractors Limited v Adjumani District Local Government***, to argue that failure to deliver a copy of the best evaluated bidder notice to all bidders invalidates reliance on limitation periods.
8. Turning to the merits of disqualification, the Applicant submitted that it had substantially complied with the requirement for a Power of Attorney. While one resolution appointed a different

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director and the notarisation of Ms. Agatha Abaho's authority was omitted, this was at most a curable irregularity rather than a fatal defect. Strict rejection on this basis was said to offend the principle of proportionality.

9. The Applicant relied on *Gibb (Pty) Ltd JV Acmiris Consulting Ltd v Ministry of Works & Transport* (PPDA Appeals Tribunal Application No. 16 of 2025), where the Tribunal held that the absence of a Power of Attorney is a correctable administrative issue falling under the eligibility criteria. In the same way, the Respondent should have permitted clarification pursuant to Regulation 17(6) of the *Public Procurement and Disposal of Public Assets (Evaluation) Regulations, 2023*, rather than disqualification.
10. The Applicant argued that under clause 3 of the joint venture agreement submitted in its bid, *Meals on Wheels* committed to be the lead partner that would incur all liabilities, receive instructions from the Respondent and execute all contract-related activities. That the power of attorney by the lead partner appointed *Abaho Agatha* and authorized her to sign documents in respect of the bid in issue. Evidently, the Applicant met the requirements for the power of attorney by the Joint Venture. There was no need for a joint power of attorney because the powers of attorney of both joint venture members in substance already met that requirement. That the separate powers of attorney and the Joint Venture Agreement sufficiently vested authority in *Meals on Wheels Ltd* to represent the Joint Venture, and if there was any doubt, the Respondent ought to have sought clarification or allowed a curative submission instead of outright rejection. The Applicant cited the Tribunal's decision in *Gibb (Pty) Ltd & Acmiris Consulting Ltd v. Ministry of Works and Transport (July 2025)* to buttress its submission.

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11. The Applicant also argued that the Respondent, through its conduct of accepting and evaluating the Applicant's joint venture documents, addressing communications to the Applicant, and recognising the identities of both JV partners, the Respondent implicitly acknowledged the joint venture of "*Meals on Wheels & Maze Establishments Ltd.*" That the Respondent was now estopped from denying the existence or identity of Bidder B, especially when such denial would contradict its earlier behaviour as was held in ***Nabirye & 6 Others v Kyobe & 2 Others H.C.C.S No. 2054 of 2016 UGHCLD 202.***
12. The Applicant distinguished between substantive alterations, which are impermissible, and lawful clarifications under section 78 of the *Public Procurement and Disposal of Public Assets Act*, which do not affect the substance of the bid. The later submission of a notarised Power of Attorney by the Applicant would not have altered the bid but only clarified the signatory's authority.
13. Finally, the Applicant stressed that procurement rules must be applied consistently with fairness and competition. Rejection of bids on mere technicalities undermines value for money and defeats the objectives of the Act. It therefore prayed that the Respondent's objections be dismissed, its bid reinstated, and costs awarded.

Respondent

1. The Respondent adopted its Response filed on August 18, 2025 and its written submissions filed on August 25, 2025, and prayed that the Application be dismissed with costs.
2. In reply, the Respondent raised two main objections. First, it argued that the Applicant lacked locus standi to bring the

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application, pointing out that Application No. 23 of 2025 had been filed by *Meals on Wheels Ltd in Joint Venture with Maze Establishments Ltd*. Yet, the bid documents, including the submission sheet, declarations, and price schedule, were in the name of "*Meals on Wheels Ltd and B.*" This inconsistency, in its view, casts doubt on whether the Applicant was the same entity that submitted the bid and undermines its standing to pursue the application.

3. The Respondent contended that the application was filed out of time. It argued that the best evaluated bidder notice was displayed on 4 July 2025 and that under section 106(3)(b) of the *Public Procurement and Disposal of Public Assets Act*, the ten days for lodging an administrative review run consecutively, without excluding weekends or holidays. By this computation, the deadline expired on 18 July 2025, rendering the filing on 22 July 2025 time-barred.
4. Regarding the substantive disqualification, the Respondent maintained that the Applicant had failed to submit a notarised Power of Attorney for Ms. Agatha Abaho, who signed the bid. It stressed that a Power of Attorney is a mandatory requirement in joint venture bids and goes to the root of authority and validity. The omission was, therefore, material and not capable of being rectified post-submission.
5. The Respondent argued that under the bidding document and the *Public Procurement and Disposal of Public Assets (Evaluation) Regulations, 2023*, submission of a valid power of attorney is a mandatory requirement at the preliminary stage to prove that the signatory of the bid is duly authorized to commit the bidder. A bid lacking such authorization is administratively non-compliant and must be rejected. In the Applicant's case, although board

resolutions were provided, the bid submission sheet was signed by Agatha Abaho without any power of attorney authorizing her to bind *Meals on Wheels Ltd*, contrary to ITB 30.4(c), ITB 20.2 of the Bidding Document, and Regulation 18(2)(d) of the *Public Procurement and Disposal of Public Assets (Evaluation) Regulations, 2023*.

6. The Respondent stressed that requesting a power of attorney after bid submission would amount to altering the substance of the bid, particularly the bid submission sheet, which embodies the most critical terms and conditions, contrary to section 78 of the *Public Procurement and Disposal of Public Assets Act* and Regulation 6(3) and (4) of the *Public Procurement and Disposal of Public Assets (Evaluation) Regulations, 2023*. Accordingly, the Tribunal was urged to find that the Applicant's bid was properly rejected.
7. The Respondent emphasised that clarifications under section 78 of the *Public Procurement and Disposal of Public Assets Act* cannot cure substantive omissions or supply documents absent at bid submission. Allowing otherwise would amount to altering the bid after the deadline, breaching the principles of fairness and equal treatment of bidders.
8. The Respondent distinguished the *Gibb (Pty) Ltd in Joint Venture with Acmiris Consulting Ltd v. Ministry of Works and Transport & Anor. PPDA Appeals Tribunal Application No. 16* decision relied upon by the Applicant, arguing that it was fact-specific and not applicable to the present circumstances, since the defect here concerned the fundamental authority of the bid signatory, while the *Gibb* case related to eligibility requirements and not administrative compliance requirements.

9. In response to the Applicant's argument that the Respondent is estopped from raising this objection and that it is *functus officio*. The Respondent relied on the decision in **Goldstar Insurance Company Ltd v. Uganda National Oil Company PPDA Appeals Tribunal Application No. 18 of 2025**, to argue that there can be no estoppel against the law. The said preliminary objections are matters of law; the Applicant is precluded from alleging that the Respondent is estopped from making the objection.
10. In conclusion, the Respondent urged the Tribunal to uphold its preliminary objections, strike out the application for want of locus standi and lateness, and affirm the disqualification based on failure to submit a mandatory Power of Attorney.

Crane Cafeteria -the Best Evaluated Bidder

1. The Best Evaluated Bidder did not file any response to the Application and, during the hearing, informed the Tribunal that it had no submissions to present.

C. THE ORAL HEARING

The Tribunal held an oral hearing on **August 26, 2025**, via Zoom software. The appearances were as follows:

1. **Damalie Tibugwisa** and **Abio Patience Teddy** from **TARA Advocates** as Counsel for the Applicant. In attendance were *Ron Kawamara* and *Timothy Mugume* as Directors of the Applicant
2. **John Kallemera**, as counsel for the Respondent. In attendance were **Hellen Hannah Tumuhimbise**, the Procurement Manager and **Maureen Agaba**, Principal Legal Officer

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3. **Chris Mubiru**, the Chief Executive Officer of Crane Cafeteria, the Best Evaluated Bidder

D. RESOLUTION BY THE TRIBUNAL

Issues

The Application raised two issues for determination, which the Tribunal has reframed as follows:.

- 1) *Whether the instant Application is competent before the Tribunal*
- 2) *Whether the Applicant's complaint before the Respondent's Accounting Officer was filed within statutory timelines.*
- 3) *Whether the Respondent erred in law and fact when it disqualified the Applicant's bid for omitting to submit a registered copy of the power of attorney authorizing the signatory of the bid on behalf of the joint venture?*
- 4) *What remedies are available to the parties?*

Resolution of Issues

Issue No. 1

Whether there is a competent Application for determination before the Tribunal?

1. Under section 115 (1) of the *Public Procurement and Disposal of Public Assets Act, Cap 205*, on which this application is premised, an aggrieved bidder, as specified in section 106 (7) or (8), may apply to the Tribunal for review of a decision of a procuring and disposing entity.
2. A "bidder" means a physical or artificial person intending to participate or participating in public procurement or disposal

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proceedings. See Section 2 of the *Public Procurement and Disposal of Public Assets Act, Cap 205*.

3. Regulation 62 (1), (2) and (5) of the *Public Procurement and Disposal of Public Assets (Rules and Methods for Procurement of Supplies, Works and Non-Consultancy Services) Regulations, 2023* provides that the bidding documents shall state the date up to which a bid shall be valid; and that a bid shall remain valid until the close of business on the last day of the validity period. Where an extension to the bid validity period becomes necessary, a bidder shall be requested in writing to extend the validity for a specified period before the expiry of the validity of their bid.
4. Under regulation 62 (6) of the *Public Procuring and Disposal of Public Assets (Rules and Methods for Procurement of Supplies, Works, and Non-Consultancy Services) Regulations, 2023*, a bidder may, on his or her own discretion, extend the bid validity period where the procurement and disposing entity delays to request the bidder to extend the bid and the bid validity period is likely to expire before the completion of the procurement process.
5. The Tribunal has held that expiry of a bid validity is a matter of law. Once the bid validity expires, the procurement process ends for the affected bidder. Any Application based on an expired bid is incompetent. See ***Application No. 44 of 2024- Meera Investment Limited Vs. National Lotteries and Gaming Regulatory Board & Riverstone Africa Ltd/Grand Capital Reality, Application No. 16 of 2015, Kazini Fredric Vs. PPDA and Twed Property Development Limited vs. PPDA Application No. 9 of 2015***
6. The bidding document under ITB 18.1, Part 1 Section 2, Bid Data Sheet, at page 22, required the bids to be valid until July 16, 2025.

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7. During the hearing, the Tribunal inquired whether the Applicant still had a valid bid when it filed the instant application. In response, the Applicant maintained that it remained a bidder and had properly lodged the application.
8. The Applicant in its bid submission sheet at para (d), stated as follows:

Our bid shall be valid until 16 July 2025, the date specified in the ITB Sub-Clause 20.1. It shall remain binding upon us and may be accepted at any time before that date.

9. The Applicant's bid expired on July 16, 2025, and there is no evidence in the procurement action file to show that the Applicant, before or on July 16, 2025, exercised the option to voluntarily extend its bid validity. The Applicant's participation in the impugned procurement ended on July 16, 2025.
10. By the time the Applicant filed its administrative review complaint before the Respondent's Accounting officer on July 22, 2025, the Applicant was no longer a bidder. Consequently, the Applicant has no locus to bring the instant application before the Tribunal under section 115 (1)(a) and (c) of the *Public Procurement and Disposal of Public Assets Act, Cap 205*.
11. Section 115(1)(b) of the *Public Procurement and Disposal of Public Assets Act, Cap. 205* does not aid the Applicant's case. A bidder who actually participated in the impugned procurement cannot later reclassify as a "person whose rights are adversely affected" simply to gain standing before the Tribunal under that provision. This principle has been upheld by the High Court in **Mbarara City & Anor v Obon Infrastructure Development JV (Civil Appeal**

No 45 of 2021 and the Tribunal in Application **No.5 of 2024 Tijos Investment Ltd vs Lira City Council** and **Application no. 6 of 2023 Apple Properties Limited v Uganda Human Rights Commission**, where the High Court and Tribunal rejected attempts by bidders to shift their legal identity in pursuit of locus standi.

12. The Applicant therefore has no locus before the Tribunal, and in the circumstances, we shall not delve into the merits of the Application.
13. **This issue is resolved in the negative.**

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E. DISPOSITION

1. The Application is struck out.
2. The Tribunal's suspension order dated August 14, 2025, is vacated.
3. Each party shall bear its own costs.

Dated at Kampala, this 29th day of August 2025.



**FRANCIS GIMARA SC.
CHAIRPERSON**



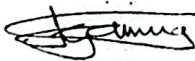
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