

**THE REPUBLIC OF UGANDA  
PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS  
APPEALS TRIBUNAL  
APPLICATION NO. 10 OF 2026**

**BETWEEN**

**UZUZI METER TECHNOLOGIES LIMITED:..... APPLICANT**

**AND**

**UGANDA ELECTRICITY DISTRIBUTION COMPANY::: RESPONDENT**

**APPLICATION FOR REVIEW ARISING FROM THE PROCUREMENT  
FOR THE SUPPLY OF SPLIT PREPAYMENT SMART SINGLE-PHASE  
ENERGY METERS WIRELESS VERSION PLC 3G COMPLETE  
SOLUTION UNDER PROCUREMENT REFERENCE NO.  
UEDCL/SUPLS/2024-2025/10511**

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

## DECISION OF THE TRIBUNAL

### A. BRIEF FACTS

1. The Uganda Electricity Distribution Company Limited (the Respondent) initiated a procurement process for the supply of split prepayment smart single-phase energy meters (Wireless Version PLC 3G Complete Solution) under Procurement Reference No. UEDCL/SUPLS/2024-2025/10511.
2. Upon conclusion of the evaluation process, Uzuzi Meter Technologies Limited was, on 3<sup>rd</sup> September 2025, declared the Best Evaluated Bidder for Lot 4 at a total contract price of UGX 10,784,000,000.
3. The Respondent subsequently conducted market research, which revealed that the Applicant's bid price per meter unit exceeded the prevailing market price per meter unit and that the market price per meter unit would result in a contract price of UGX 10,114,989,500. Consequently, by letter dated 29<sup>th</sup> August 2025, the Respondent requested the Applicant to align its pricing with the market price per meter unit.
4. In response, the Applicant, by letter dated 2<sup>nd</sup> September 2025, declined to revise its price, citing the superior quality of its materials and the advanced protective processes employed in its manufacturing as justification for its pricing.
5. By communication dated 11<sup>th</sup> November 2025, the Respondent informed the Applicant that, owing to its failure to match the market rate, it was constrained to proceed with the award of Lot 4 to Uzuzi Technologies Limited unless advised otherwise.
6. On the same date, the Applicant revised its position and indicated its willingness to match the market price. Notwithstanding this development, the Respondent did not proceed with the execution of the contract in the Applicant's favour.
7. Thereafter, the Applicant addressed further correspondence to the Respondent by letters dated 18<sup>th</sup> December 2025 and 6<sup>th</sup> January 2026 seeking clarification on the status of the contract. In response, the Respondent, by letter dated 13<sup>th</sup> January 2026 (served on 10<sup>th</sup> February 2026), reiterated its position not to proceed with the contracting process because the matter had been overtaken by events.

8. Aggrieved by that position, the Applicant lodged a complaint for administrative review before the Respondent's Accounting Officer on 13<sup>th</sup> February 2026. Following correspondence regarding the payment of statutory fees, which were duly paid on 24<sup>th</sup> February 2026, the Accounting Officer issued a decision dated 12<sup>th</sup> March 2026 dismissing the Applicant's complaint as time-barred, computing the limitation period from the Respondent's communication dated 11<sup>th</sup> November 2025.
9. The Applicant subsequently filed Application No. 10 of 2026 before the Tribunal on 17<sup>th</sup> March 2026, challenging both the Accounting Officer's finding on limitation and the Respondent's refusal to proceed with contract execution.

## **B. THE APPLICATION**

1. The Applicant asserted that it is a leading electrical equipment manufacturer in Uganda with the technical and operational capacity to execute contracts of the nature under the disputed procurement. It emphasized that its participation in the procurement process was in good faith and fully compliant with all applicable legal and technical requirements.
2. The Applicant explained that it submitted a bid in response to the Uganda Electricity Distribution Company Limited's call for open domestic bids for the supply of split prepayment smart single-phase energy meters under Procurement Reference No. UEDCL/SUPLS/2024-2025/10511. It stated that on 3<sup>rd</sup> September 2025, the Respondent declared them the Best Evaluated Bidder for Lot 4, at a total contract price of UGX 10,784,000,000 for 50,000 meters.
3. Before contract execution, the Respondent, by letter dated 29<sup>th</sup> August 2025, requested the Applicant to match certain market unit prices. The Applicant argued that this request was irregular and not provided for under the governing *Public Procurement and Disposal of Public Assets Act, Cap 205* and its applicable Regulations.
4. The Applicant responded on 2<sup>nd</sup> September 2025, declining to match the proposed market prices and providing justification based on the use of standard G3 PLC chips, high-quality copper materials, advanced protective processes, enhanced stability, and the benefits of maintaining a local factory with a long-term workforce.

5. On 11<sup>th</sup> November 2025, the Respondent communicated that, due to the Applicant's refusal to adjust its prices, it intended not to award Lot 4 to Uzuzi Meter Technologies Limited unless the Applicant advised otherwise. The Applicant contended that this communication did not constitute a lawful or final procurement decision. On the same date, Uzuzi Meter Technologies Limited confirmed that it would align its pricing with the lowest quoted rates. The Applicant maintained that this did not extinguish its rights as the Best Evaluated Bidder.
6. The Applicant stated that despite obtaining clearance from the Solicitor General, the Respondent failed to execute the contract in the Applicant's favor. The Applicant argued that this delay was unjustified and contrary to established procurement procedures, despite its repeated follow-ups through letters dated 18<sup>th</sup> December 2025 and 6<sup>th</sup> January 2026. It noted that the Respondent only responded on 10<sup>th</sup> February 2026, stating that the contract would not be executed as the matter had allegedly been overtaken by events.
7. Dissatisfied with this position, the Applicant filed an application for administrative review on 13<sup>th</sup> February 2026 before the Accounting Officer pursuant to section 106 of the *Public Procurement and Disposal of Public Assets Act, Cap 205* and the applicable regulations, asserting that the complaint was timely and properly filed.
8. The Accounting Officer, on 24<sup>th</sup> February 2026, acknowledged receipt of the complaint but declined to investigate, citing non-payment of statutory fees. The Applicant immediately paid the fees on the same date and provided proof of payment, but the Respondent did not initiate investigations. Subsequently, it filed a notice of intention to apply to the Tribunal on 12<sup>th</sup> March 2026 due to the Accounting Officer's failure to communicate a decision within the prescribed period.

9. On 12<sup>th</sup> March 2026, the Accounting Officer issued a letter, served on 13<sup>th</sup> March 2026, claiming that the complaint and fees were filed out of time by over 85 days. The Applicant challenged this finding as erroneous in law and fact, asserting that the Accounting Officer misdirected himself in treating the 11<sup>th</sup> November 2025 communication as a final decision. The Applicant contended that both the Respondent and the Accounting Officer acted unlawfully, in breach of the *Public Procurement and Disposal of Public Assets Act, Cap 205*, by failing to execute the contract despite its status as Best Evaluated Bidder, and consequently sought the Tribunal's intervention along with costs of UGX 60,000,000 and damages of UGX 50,000,000.

### **C. RESPONDENT'S REPLY TO THE APPLICATION**

1. At the outset, the Respondent stated that, except as expressly admitted, it denied all allegations in the Applicant's submission and put the Applicant to strict proof of the same.
2. The Respondent admitted the contents of paragraphs 2.2 to 2.7 of the Application but provided further clarification, explaining that the Applicant participated in a competitive open domestic bidding process for the supply of split prepayment smart single-phase energy meters (Version PLC 3G Complete Solution) under Procurement Reference No. UEDCL/SUPLS/2024-2025/10511, which comprised four lots.
3. The Respondent outlined the Best Evaluated Bidders for the four lots, stating that Lots 1 and 2 were awarded to Chint Meters and Electrical Uganda Co. Limited, Lot 3 to Farad Electronic Solution Company Limited, and Lot 4 to Uzuzi Meter Technologies Limited, each at their respective contract prices.
4. The Respondent explained that, based on market research, both the Applicant and Farad Electronic Solution Company Limited had quoted prices above the prevailing market rate of UGX 10,114,989,500 for 50,000 meters. As a result, the Respondent wrote to both companies on 29<sup>th</sup> August 2025, requesting them to match the market price per meter unit to enable the contracting process to proceed.

5. Farad Electronic Solution Company Limited complied with the request, but the Applicant, by its letter dated 2<sup>nd</sup> September 2025, declined to match the market rates. Consequently, on 11<sup>th</sup> November 2025, the Respondent communicated that, due to the Applicant's refusal, it was constrained to proceed with the award process without the Applicant. The Respondent maintained that this communication constituted its decision not to continue the contracting process with the Applicant.
6. The Respondent denied that the contract was awarded to the Applicant or forwarded to the Solicitor General for approval, given the Applicant's refusal to align its pricing with the market rates. It admitted the existence of correspondence referenced in paragraphs 2.9 to 2.11 of the Application but explained that, in light of the prior decision, the matter was considered closed. The letter dated 10<sup>th</sup> February 2026 merely reiterated this position.
7. In response to paragraphs 2.12 to 2.16, the Respondent stated that the Applicant lodged a complaint before the Accounting Officer on 13<sup>th</sup> February 2026, challenging the 11<sup>th</sup> November 2025 decision. At the time of filing, the Applicant had not paid the requisite statutory fees, which were highlighted by the Accounting Officer in a letter dated 24<sup>th</sup> February 2026. Upon eventual payment, the Accounting Officer investigated and determined that the complaint was lodged 85 days beyond the prescribed period.
8. The Respondent emphasized that, having failed to comply with statutory timelines for filing the complaint and paying the fees, the Applicant was not entitled to claim any injury. Any correspondence outside the prescribed timelines was therefore null and void. Nonetheless, the Accounting Officer considered the complaint and found it to be time-barred.
9. The Respondent asserted that the Applicant's administrative review was filed outside the ten-day period prescribed by law, with the relevant decision communicated on 11<sup>th</sup> November 2025. The Respondent maintained that the review ought to have been initiated on or before 21<sup>st</sup> November 2025, and prayed that the Tribunal dismiss the Application with costs for failure to comply with the applicable law.

#### **D. ORAL HEARING**

1. The Tribunal held an oral hearing via Zoom videoconferencing on March 31, 2026. The appearances were as follows:

##### **The Applicant**

*Joel Israel Kidandaire* from Astral Advocates appeared as counsel.

##### **The Respondent**

*Nyenje Ben*, Legal Officer, appeared as counsel together with *Scovia Kebirungi*, the acting Legal Manager. Also in attendance was *Innocent Byamukama*, the Head of the Procuring and Disposal Unit

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

#### **E. APPLICANT'S SUBMISSIONS**

1. The Applicant relied on and adopted the contents of its application and written submissions filed on 26<sup>th</sup> March 2026.
2. The Applicant contended that the Respondent had back-dated a letter requesting a revision of its unit price, which was only served on 2<sup>nd</sup> September 2025. While the Applicant initially declined to revise its prices, it subsequently accepted the market prices on 11<sup>th</sup> November 2025.
3. Despite this acceptance, the Respondent delayed the execution of the contract, prompting the Applicant to follow up on 18<sup>th</sup> December 2025 and 6<sup>th</sup> January 2026. The Respondent responded on 10<sup>th</sup> February 2026, stating that the matter had allegedly been overtaken by events.
4. Dissatisfied with this position, the Applicant lodged a complaint before the Accounting Officer on 13<sup>th</sup> February 2026. The Accounting Officer initially delayed action, citing unpaid statutory fees, which the Applicant promptly paid on 24<sup>th</sup> February 2026. No decision was issued within the statutory ten-day period, prompting the Applicant to notify its intention to appeal to the Public Procurement and Disposal of Public Assets Tribunal.

5. The Applicant submitted that the Accounting Officer's inaction and subsequent findings were irregular, unjustified, and prejudicial, and filed the present application under section 115(1) of the *Public Procurement and Disposal of Public Assets Act, Cap 205* and regulation 9 of the *Public Procurement and Disposal of Public Assets (Administrative Review) Regulations, 2023*.
6. The Applicant argued that upon receipt of the complaint and proof of payment of statutory fees, the Accounting Officer failed to investigate as required by law. Delaying guidance on the fees for ten days and failing to act thereafter was improper and prejudicial. The Applicant further contended that the Respondent's letter of 11<sup>th</sup> November 2025, which merely sought the Applicant's position on price revision, could not lawfully be treated as a final decision. On that same day, the Applicant accepted the market prices and stated that the back-dated 29<sup>th</sup> August 2025 letter was procedurally irregular under the *Public Procurement and Disposal of Public Assets (Negotiation) Regulations, 2023*.
7. Having been declared the Best Evaluated Bidder on 3<sup>rd</sup> September 2025, the Applicant submitted that it could only be denied the contract under circumstances permitted by law, such as exceeding the market price or budget. The Respondent never informed the Applicant of any budgetary excess, and no other bidder challenged the award. The refusal to execute the contract violated principles of fairness, transparency, and accountability. The Applicant cited *Betty Sentamu vs Sylvia Nayebale & Electoral Commission, Civil Appeal No. 11 of 2021* (Court of Appeal), to assert that where statutory fees are initially unpaid, the proper procedure is to allow the complainant to remedy the deficiency rather than dismiss the complaint outright.
8. In conclusion, the Applicant submitted that the Accounting Officer's decisions and inaction were unlawful, irregular, and prejudicial. It prayed the Tribunal to grant interim relief suspending the procurement process until the application is determined, declare the Accounting Officer's refusal to investigate upon receipt of statutory fees as irregular and unfounded, and declare the Applicant, Uzuzi Meter Technologies Limited, as the Best Evaluated Bidder for Lot 4, ordering the Respondent to proceed with contract execution under Procurement Reference No. UEDCL/SUPLS/2024-2025/10511.

## **F. RESPONDENT'S SUBMISSIONS**

1. The Respondent relied on and adopted the contents of its Reply to the Application together with its written submissions, both filed before the Tribunal on March 27, 2026.
2. The Respondent submitted that the Accounting Officer had investigated the Applicant's complaint and found that it had been lodged out of time. The Applicant, dissatisfied with this finding, brought the present application seeking a review of the decision.
3. Regarding the first issue on whether the Accounting Officer acted lawfully by refusing to commence investigations into the Applicant's complaint despite receiving proof of payment of statutory fees, the Respondent contended that the Applicant's allegation that the Accounting Officer erred by declining to investigate was legally untenable.
4. The Respondent submitted that section 106(3)(a) of the *Public Procurement and Disposal of Public Assets Act, Cap 205*, requires all bidders lodging complaints to pay the prescribed statutory fees, and that regulation 7(4) of the *Public Procurement and Disposal of Public Assets (Administrative Review) Regulations, 2023*, prohibits an Accounting Officer from investigating a complaint where fees have not been paid.
5. The Respondent further relied on the Public Procurement and Disposal of Public Assets Guidelines on Administrative Review Fees of 5<sup>th</sup> January 2024, which require bidders to seek advice from the Accounting Officer regarding fee payment. It argued that the Applicant had failed to seek such guidance and, as such, the Accounting Officer was under no legal obligation to advise or investigate, meaning the Applicant could not blame the Accounting Officer for its own omissions.

6. On the second issue, the Respondent submitted that the Applicant misinterpreted the letter dated 11<sup>th</sup> November 2025, claiming that the phrase “unless you advise otherwise” rendered it non-decisional. The Respondent argued that the letter was explanatory in nature, relating to the management of Framework contracts, and clearly communicated that, following the Applicant’s response of 2<sup>nd</sup> September 2025, indicating an inability to match market rates, the Respondent was constrained to award Lot 4 to Uzuzi Meter Technologies Limited unless advised otherwise. The letter also expressed willingness for future business. The Respondent contended that, when read in context, the letter constituted a lawful communication of the Respondent’s decision not to award the contract.
7. Regarding the third issue, the Respondent submitted that the Applicant’s claim of a breach of the *Public Procurement and Disposal of Public Assets Act, Cap 205*, was unfounded. It argued that regulation 6(b) of the *Public Procurement and Disposal of Public Assets (Contracts) Regulations, 2023*, prohibits an Accounting Officer from issuing a contract where the contract price exceeds the prevailing market price.
8. The Respondent explained that, on 29<sup>th</sup> August 2025, it had written to all Best Evaluated Bidders whose prices were above the market rate, including the Applicant, requesting that they align their unit price to the market rate of Ugandan Shillings Two Hundred Two Thousand Two Hundred Ninety-Nine and Seventy-Nine Cents (UGX 202,299.79) per split prepayment smart single-phase electric meter wireless G3 complete solution. Contracts were subsequently issued only to those bidders who complied.
9. The Respondent contended that the Applicant had failed or refused to match the market price, as communicated in its letter of 2<sup>nd</sup> September 2025. It submitted that its decision not to issue a contract to the Applicant was therefore justified and lawful, and that all actions taken were in accordance with the *Public Procurement and Disposal of Public Assets Act, Cap 205*, and its subsidiary regulations.

## **G. RESOLUTION BY THE TRIBUNAL**

### **Issues**

The Application and the Respondent's Reply raised four issues for determination. The Tribunal has considered the pleadings and submissions of the parties and has reframed the issues as follows:

- i) *Whether the Applicant has the requisite locus standi before the Tribunal?*
- ii) *Whether the Accounting Officer erred in refusing to commence investigations into the Applicant's complaint after proof of payment of the administrative review fees had been provided?*
- iii) *Whether the Respondent's Accounting Officer erred in law and in fact by refusing and/or failing to award the contract to the Applicant following the decision to award?*
- iv) *What remedies, if any, are available to the parties?*

### **Issues No. 1.**

#### **Whether the Applicant has the requisite locus standi before the Tribunal?**

1. Under section 115 (1)(a) 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 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. 23 of 2025 - Meals on Wheels Ltd in Joint Venture with Maze Establishments Ltd v Uganda Civil Aviation Authority, Application No. 44 of 2024 - Meera Investment Limited v National Lotteries and Gaming Regulatory Board & Riverstone Africa Ltd/Grand Capital Reality, Application No. 16 of 2015, Kazini Fredric v PPDA and Twed Property Development Limited vs. PPDA Application No. 9 of 2015*.
6. The bidding document under 1TB 20.1, Part 1 Section 2, Bid Data Sheet, at page 28, required the bids to be valid until December 31, 2025.
7. During the hearing, the Tribunal sought clarification as to whether the Applicant still had a valid bid at the time of filing the present application. In response, the Applicant maintained that it remained a bidder by virtue of having been declared the Best Evaluated Bidder by the Respondent and confirmed that it had not extended the validity of its bid beyond the stipulated period in its bid document.
8. The Respondent, in response to the same question, confirmed that bids in the procurement process for the supply of split prepayment smart single-phase energy meters (Wireless Version PLC 3G Complete Solution) were valid until 31<sup>st</sup> December 2025, as provided under Sub-Clause 20.1 of the Instructions to Bidders, Part 1, Section 2, Bid Data Sheet, at page 28 of the bidding document, and further confirmed that no additional extensions to the bid validity were made.

9. The Applicant, in its Bid Submission Sheet dated 30<sup>th</sup> July 2025, stated at paragraph (e), page 2/3 as follows:

*“Our bid shall be valid until the date specified in the ITB Sub-Clause 20.1, and it shall remain binding upon us and may be accepted at any time before that date.”*

10. The Applicant’s bid expired on December 31, 2025, without further extension, and there is no evidence in the procurement action file to show that the Applicant, before or on December 31, 2025, exercised the option to voluntarily extend its bid validity. The Applicant’s participation in the impugned procurement ended on December 31, 2025.

11. By the time the Applicant filed its application for administrative review before the Respondent’s Accounting Officer on 13<sup>th</sup> February 2026, and subsequently lodged the present application before the Tribunal on 17<sup>th</sup> March 2026, it had ceased to be a bidder. Consequently, the Applicant lacked the requisite locus standi to institute the present proceedings before the Tribunal under section 115(1)(a) of the *Public Procurement and Disposal of Public Assets Act, Cap 205*.

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.**

**H. DISPOSITION**

1. The Application is struck out.
2. The Tribunal’s suspension order dated March 18, 2026, is hereby vacated.
3. Each party shall bear its own costs.

Dated at Kampala, this 2<sup>nd</sup> day of April 2026.



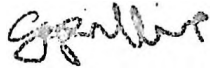
---

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



---

**NELSON NERIMA  
MEMBER**



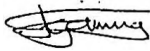
---

**GEOFFREY NUWAGIRA KAKIRA  
MEMBER**




---

**PAUL KALUMBA  
MEMBER**



---

**CHARITY KYARISIIMA  
MEMBER**



---

**KETO KAYEMBA  
MEMBER**



---

**ENG. CYRUS TITUS AOMU  
MEMBER**