



**PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS AUTHORITY**

**REPORT ON APPLICATION FOR ADMINISTRATIVE REVIEW IN RESPECT OF  
THE PROCUREMENT FOR DRAINAGE IMPROVEMENT WORKS FOR  
MAYANJA-NAMAYUMBA SWAMP CROSSING UNDER LUWERO STATION –  
LOT 13. PROCUREMENT REFERENCE: UNRA/WORKS/2019-20/00033/13**

**ENTITY: UGANDA NATIONAL ROADS AUTHORITY**

**APPLICANT: COIL LTD**

**MARCH 2021**

## 1.0 BACKGROUND

1. On 25<sup>th</sup> September 2019, Uganda National Roads Authority (UNRA) initiated the procurement for drainage improvement works for Mayanja-Namayumba swamp crossing under Luwero station – Lot 13 at an estimated cost of UGX 16,742,050,656.
2. On 11<sup>th</sup> December 2019, the Contracts Committee approved the solicitation document, the open domestic bidding method and the Evaluation Committee.
3. On 7<sup>th</sup> January 2020 and 9<sup>th</sup> January 2020, UNRA advertised the invitation to bid in the Daily Monitor and the New Vision newspapers respectively.
4. 24 firms purchased and were issued the solicitation document. On 24<sup>th</sup> January 2019, a pre-bid meeting was held and attended by representatives of the bidders and on 5<sup>th</sup> February 2020, Addendum No. 1 was issued to the bidders.
5. On 21<sup>st</sup> February 2020, twelve firms submitted bids which were opened on the same day as indicated in Table 1 below:

**Table 1: Record of Bids opened and Read out prices**

No	Name of Bidder	Read Out Price (UGX)
1.	Ambitious Construction Company Ltd in JV with Uganda Martyrs Housing and Construction Company Limited	12,642,837,231 (with 5% discount)
2.	Coil Ltd	14,213,416,037
3.	Sobetra Uganda Limited	14,329,394,225
4.	Vambeco Enterprises Limited	14,929,006,578
5.	Kasese Nail and Wood Industry in JV with Prisma Limited	14,955,383,894
6.	JB United Civil Engineering and Building Contractors Limited	16,179,034,056
7.	Dynaco Limited in JV with Pearl Engineering Co. Ltd	16,850,363,939
8.	Plan Build Technical Services Limited	17,057,163,200
9.	Armpass Technical Services Limited	18,746,517,158
10.	Multiplex Limited	19,535,102,984
11.	Rodo Contractors Limited	20,116,533,790
12.	Excel Construction Limited	21,904,575,637

6. The Evaluation Report dated 2<sup>nd</sup> June 2020 indicated that all the twelve bids were found responsive at preliminary evaluation. Eight bidders were eliminated during the detailed technical evaluation stage. Four bidders including Coil Limited were found compliant at detailed technical evaluation and were evaluated at financial stage.
7. At financial evaluation, the bids were ranked as indicated in Table 2 below:

**Table 2: Summary of financial evaluation**

Rank	Name of Bidder	Evaluated Total Price	% of evaluated total to the estimated cost
1.	Coil Limited	14,796,828,097	11.62% below

<b>Rank</b>	<b>Name of Bidder</b>	<b>Evaluated Total Price</b>	<b>% of evaluated total to the estimated cost</b>
2.	Armpass Technical Services Limited	18,665,759,492	11.49% above
3.	Rodo Contractors Limited	20,116,533,790	20.16% above
4.	Excel Construction Limited	21,904,575,637	30.84% above

8. On 10<sup>th</sup> September 2020, the Contracts Committee approved the evaluation report and the recommendation that the best evaluated bidder Coil Ltd undergoes due diligence to verify the capacity of the firm to carry out the works as required. However the Entity displayed the best evaluated bidder notice without due diligence having been done on the Applicant.
9. On 24<sup>th</sup> September 2020, the best evaluated bidder notice was displayed with a removal date of 12<sup>th</sup> October 2020.
10. Subsequently the draft contract was submitted to the Directorate of Legal Services for review. On 13<sup>th</sup> October 2020, the Director Legal Services recommended that due diligence be conducted on Coil Ltd in respect to the bidder's performance on previous contracts before the contract is signed. The Director Legal Services noted that Coil Ltd was involved in an ongoing dispute with the Entity in respect to the contract for construction of bridges in North West Uganda Lot 2: Goli and Nyagak bridges in Nebbi District. It was further noted that the bidder's performance under the contract had been considered by the Entity as unsatisfactory resulting in arbitration between the two parties.
11. The Due Diligence Report dated 17<sup>th</sup> November 2020 indicated that Coil Ltd did not pass the due diligence.
12. On 31<sup>st</sup> December 2020, the Contracts Committee approved a revised evaluation report dated 30<sup>th</sup> November 2020 recommending Armpass Technical Services Limited as the best evaluated bidder at the contract price of UGX 18,665,759,492.
13. On 11<sup>th</sup> January 2021, the best evaluated bidder notice was displayed with a removal date of 29<sup>th</sup> January 2021. The notice indicated that Coil Ltd had been disqualified following the due diligence exercise on their past performance which established that:
  - i. The bidder did not execute works for the construction of bridges in North West – Goli and Nyagak bridges Lot 2 to the satisfaction of the Entity.
  - ii. The project was delayed as a result of poor planning, inadequate mobilization of qualified staff and equipment and the bridge sagged immediately after completion;
  - iii. Construction of Nyagak multiple box culverts proved difficult and the contractor opted to construct large diameter turbo sider Armco culverts in lieu of the multiple box culverts at Nyagak crossing.

## **2.0 THE ADMINISTRATIVE REVIEW PROCESS**

### **2.1 APPLICATION TO THE ACCOUNTING OFFICER**

1. On 18<sup>th</sup> January 2021, Coil Ltd applied for Administrative Review before the Accounting Officer on the following grounds:

- i. *The contractor has the capability to perform similar works to the satisfaction of any entity contrary to the entity's statement that the contractor did not execute works of Goli and Nyagak Bridge to the satisfaction of UNRA;*
  - ii. *The Goli and Nyagak Bridge Project was majorly delayed due to the lack of access to the complete site (which was partly on the Democratic Republic of Congo side);*
  - iii. *Contrary to the statement that "the bridge sagged immediately after completion", the handover and final inspection of Goli bridge was performed on 30<sup>th</sup> August 2016 and the structure has been in use for the past 4 years; and*
  - iv. *The assumption that the contractor may not be able to do multiple box culvert works is implausible and ill-advisedly made. The change of designs from multiple box culverts to large diameter turbo sider Armco culverts on the Nyagak Bridge was due to complex site conditions.*
2. On 12<sup>th</sup> February 2021, the Accounting Officer rejected the application for Administrative Review by Coil Ltd for the following reasons:
- i. A bridge is a permanent structure which is expected to serve for the lifetime it is designed for (100 years per BS design codes). Therefore, the sag which appeared at completion time of Goli Bridge cannot be waived off simply because the applicant had secured a final inspection report, final payment certificate, final accounts, final completion certificate, final accounts, defects liability certificate and final acceptance certificate.
  - ii. The sagging deck which appeared immediately after completion of the works has since remained and opening up the bridge to traffic flow was only to monitor its performance but not in any way an indication that the bridge did not have defects as implied by the applicant.
  - iii. Although the Applicant encountered delays in securing permission from the DRC in order to access the complete site (Goli Bridge), the contractor's rating in respect to quality of work and meeting contract timelines was rated fair unlike the other performance attributes which were rated good or very good. This shows that the complainant would not execute Mayanja-Namayumba swamp crossing works satisfactorily.
  - iv. In the event that the Applicant is allowed to execute the works for Mayanja-Namayumba swamp crossing, they are most likely to opt for variation from RC box culverts to large diameter turbo sider Armco culverts since the conditions of a lot of water at the site are similar to those described about Nyagak.

## **2.2 APPEAL TO THE AUTHORITY**

1. On 15<sup>th</sup> February 2021, Coil Ltd applied for an Administrative Review before the Authority on the following grounds:

- i. *The Accounting Officer neither filed nor served a response on the Applicant within the timelines required by the Authority i.e. investigate the matter within 15 working days.*
- ii. *The Applicant was unfairly disqualified following a due diligence exercise performed since UNRA ignored/did not look at all the facts and evidence available pertaining to the subject matter of the exercise.*
- iii. *The Accounting Officer made her decision in total disregard of Section 45 of the PPDA Act in disqualifying the Applicant from the performing the above named contract.*

### **3.0 DISPOSAL OF APPLICATION**

1. In investigating the application for Administrative Review, the Authority analysed the following documents:
  - i. Procurement requisition;
  - ii. Bid notice;
  - iii. Bidding document issued;
  - iv. Records of bid receipt and opening;
  - v. Bids submitted;
  - vi. Minutes of the pre-bid meeting;
  - vii. Evaluation report;
  - viii. Minutes of Contracts Committee;
  - ix. Application for administrative reviews before the Accounting Officer and the Authority by Coil Ltd; and
  - x. Submissions by the parties.
  - xi. Correspondences with respect to the Administrative Review.
2. On 2<sup>nd</sup> March 2021, the Authority held a virtual Administrative Review hearing attended by the representatives of the Entity, the Applicant and the best evaluated bidder as indicated in Table 3 below:

**Table 3: Members present at Administrative Review hearing**

S/No	Name	Title
<b>Officials from Uganda National Roads Authority</b>		
1.	Mr. John Omeke	Director Procurement
2.	Ms. Esther Kusiima	Head Contracts and Claims
3.	Ms. Apophia Kanyange	Senior Procurement Officer
4.	Mr. Patrick Owere	Manager Procurement, Works
5.	Ms. Barbara Rwobusheru	Legal Officer
<b>Representatives of the Applicant (Coil Limited)</b>		
1.	Mr. David Kaggwa	Lawyer
2.	Mr. Ram Mohan	Managing Director
3.	Mr. Arnold Okuru	Quantity Surveyor
4.	Ms. Doreen Bwiza	Legal Officer
5.	Mr. Crispus Kiganda	Lawyer
<b>Representative of the BEB (Armpass Technical Services Limited)</b>		

S/No	Name	Title
1.	Ms. Peace Agnes	Director

### 3.0 ISSUES

The Authority extracted the following issues from the grounds raised:

- i. *Whether the Accounting Officer served a response on the Applicant within the timelines required by the Authority.*
- ii. *Whether the Applicant was unfairly disqualified following a due diligence exercise in disregard of Section 45 of the PPDA Act.*

### 4.0 SUBMISSIONS BY THE PARTIES

#### 4.1 Submissions by the Applicant

The Applicant submitted that:

- i. Coil Ltd submitted an application for administrative review to the Authority on 15<sup>th</sup> February 2021 and served the Entity on the same day. The application raised three grounds.
- ii. After serving the application, the Applicant then received the Entity's decision out of time on the 17<sup>th</sup> of February 2021. Following receipt of that decision, the Applicant filed a detailed submission to the Authority on 1<sup>st</sup> March 2021.
- iii. Regarding the sagging of Goli Bridge, UNRA admitted that Coil Ltd having completed the works, the consultant issued completion certificates and accepted the works. The snags identified were worked upon during the defects liability period. The fact that the bridge was handed over, UNRA has a duty to maintain the bridge. Any need for maintenance almost 5 years down the road is UNRA's responsibility.
- iv. In respect to the issue of delays, UNRA ignored the fact that the project was delayed due to failure to grant access to site causing delay. (Especially for the part which was in Democratic Republic of Congo). The delay was occasioned by UNRA since it was the entity's responsibility to grant full access to site to the contractor. Coil Limited through their own initiative, went an extra mile and gained access to the site.
- v. On the issue of variation of the specifications, Coil Ltd varied the specifications upon securing approval from the project manager and went ahead to execute the works. The contract for construction of the bridges provided that the engineer could make variations and it was in accordance with this provision that variations were made.
- vi. Due diligence was only carried out on Coil Ltd which is evidence of unfair treatment.
- vii. The Applicant further submitted that all defects were worked on during the defects liability period. It was therefore unfair, a lack of transparency and contrary to Section 45 of the PPDA Act, 2003 for UNRA to purport to carry out a due diligence in 2020 with the sole purpose of disqualifying Coil Ltd.

## 4.2 Submissions by the Entity

UNRA submitted that:

- i. The Entity admitted that the Accounting Officer's decision was lodged out of time. However, since the Applicant had gone ahead to file an application with the Authority, the Committee should take into consideration the Accounting Officer's decision. It requested the Committee to consider the case of **Motor Centre East Africa Ltd v Public Procurement & Disposal of Assets Authority**; where Court held that the timelines under the PPDA Act are only directory and not mandatory.
- ii. Due diligence was done in accordance with the provisions of the bidding document. One of the projects on which due diligence was done was the construction of the Goli and Nyagak bridges. Several issues had been raised during the joint inspection and one of those issues was the sagging bridge. Some of the issues were addressed but the issue of the sagging bridge was never resolved.
- iii. A consultant was engaged to study the causes of sagging of the bridge and in the report dated 16<sup>th</sup> September 2018, it was established that the sagging was due to a number of things that had not been done during construction. For example: no props were provided under the steel I-beams before pouring the fresh concrete that forms the bridge deck and no camber to control dead load deflection had been considered in the construction.
- iv. The issues before the Authority are due for arbitration therefore it is an abuse of due process for the Applicant to raise the same matters before the Authority. Since the arbitration was filed first, the application at the Authority level should be stayed.
- v. All processes were conducted transparently and Accounting Officer complied with all the provisions of the PPDA Act, 2003.
- vi. Since the procurement process was halted because of the administrative review, the new best evaluated bidder, Armpass Technical Services Ltd had not yet undergone due diligence. It was the practice of the entity to do due diligence.

## 5.0 RESOLUTION BY THE AUTHORITY

### 5.1 Ground One

The Accounting Officer neither filed nor served a response on the Applicant within the timelines required by the Authority i.e. investigate the matter within 15 working days.

#### **Issue Extracted**

*Whether the Accounting Officer served a response on the Applicant within the timelines required by the Authority.*

#### **Findings**

1. The application for administrative review before the Accounting Officer dated 18<sup>th</sup> January 2021 was received by the Entity on 21<sup>st</sup> January 2021 and the receipt for payment of administrative review fees is dated 21<sup>st</sup> January 2021.

2. Section 90(2)(b) of the PPDA Act, 2003 provides that: “On receiving the complaint and the prescribed fee, the Accounting Officer shall make a decision in writing, within fifteen working days, indicating the corrective measures to be taken, if any, and giving reasons for his or her decisions and submit a copy of the decision to the Authority.”
3. The Accounting Officer had 15 working days within which to make a decision. These expired on 15<sup>th</sup> February 2021. The Accounting Officer’s decision dated 12<sup>th</sup> February 2021 was received by the Authority and the Applicant on 17<sup>th</sup> February 2021 after expiry of the 15 working days. The decision was out of time.
4. The Applicant submitted the application for administrative review to the Authority on 15<sup>th</sup> February 2021 since it had not received the decision of the Accounting Officer.
5. Section 90(3) (a) of the PPDA Act, 2003 provides that where the Accounting Officer does not make a decision within the period specified in sub-section (2), the bidder may make a complaint to the Authority within ten working days from the date of communication of the decision of the Accounting Officer.
6. Although the Entity submitted that in the case of **Motor Centre East Africa Ltd v Public Procurement & Disposal of Assets Authority**; it was held that the timelines under the PPDA Act are only directory and not mandatory, that Court decision is distinguishable from the instant case as it related to timelines for handling of recommendations for suspension by the Authority.
7. In the Supreme Court decision of **Galleria in Africa v Uganda Electricity Distribution Company Limited** it was held that there’s no way the Act can regulate practices in respect of public procurement and Disposal of public assets unless if the provisions are adhered to strictly. The provisions cannot be merely directory. Therefore the timelines for handling administrative reviews as provided for under the PPDA Act, 2003 are mandatory and must be adhered to.
8. The Authority found that the complainant did not receive the decision of the Accounting Officer within the prescribed timelines. However this did not prejudice the Applicant since it exercised the right of appeal to the Authority in accordance with the provisions of Section 90(3) (a) of the PPDA Act, 2003.

### **Decision on Ground One**

The Authority **finds merit** in the ground raised. However, the Applicant was not prejudiced since it exercised its rights under the PPDA Act, 2003 by appealing to the Authority for redress on the issues raised before the Entity.

### **5.2 Grounds Two and Three**

- i. The Applicant was unfairly disqualified following a due diligence exercise performed since UNRA ignored/did not look at all the facts and evidence available pertaining to the subject matter of the exercise.
- ii. The Accounting Officer made her decision in total disregard of Section 45 of the PPDA Act in disqualifying the Applicant from the performing the above named contract.

## **Issue Extracted**

The Authority merged the two grounds and extracted the following issue:

*Whether the Applicant was unfairly disqualified following a due diligence exercise in disregard of Section 45 of the PPDA Act.*

## **Findings**

1. The Evaluation Committee Report dated 2<sup>nd</sup> June 2020 recommended the Applicant as the Best Evaluated Bidder at UGX 14,796,828,097 but also directed that a due diligence be undertaken on the Applicant. The Entity however displayed the best evaluated bidder notice before the due diligence was undertaken on the Applicant.
2. The Due Diligence Report dated 17<sup>th</sup> November 2020 failed the Applicant for lack of competence to execute similar works. The revised evaluation report recommended Armpass Technical Services Ltd that was the next best evaluated bidder at the contract price of UGX 18,665,759,492.
3. Under section 6.2.7 specific experience, the bidder had presented the following projects previously executed with the Entity:
  - i. Term maintenance of 23 selected roads Kapchorwa Suam (77km) Bumbobi-Bubulo (16km) Bubulo-Busumbu (16km) and Bubulo-Bududu CR (28km);
  - ii. Term maintenance of 24 selected roads – Phase IV 11 Lot 9 Muyembe – Namalu (65km); Girik River-Bukwo (30km) Chepsikuniya-Girik River (26.1km);
  - iii. Construction of Bridges in North West Uganda – Goli Nyagak Bridges Lot 2.
4. The due diligence team found that the Goli and Nyagak bridges were similar works to the project under procurement.
5. On 10<sup>th</sup> November 2020, the due diligence team wrote to the Directorate of Roads and Bridges to confirm the performance of Coil Limited on the project of construction of bridges in North West Uganda – Goli and Nyagak bridges Lot 2. The Director Roads and Bridges indicated that Coil Limited was awarded and signed the contract for construction of Goli and Nyagak bridges on 6<sup>th</sup> June 2013 at a contract sum of UGX 3,734,453,100/= . The scope of works included construction of multiple cell box culverts at Nyagak and 25m clear span Bridge at Goli. The contract duration was 24 months including 12 months defects liability period. The following were noted during the execution of the project:
  - i. Works commenced on 24<sup>th</sup> June 2013 and were due to complete on 23<sup>rd</sup> June 2014. However, the works were completed two years later in June 2016.
  - ii. Due to poor planning, inadequate mobilization of qualified staff and equipment, the contractor delayed completing the works for 24 months.
  - iii. Shortly after completion, the bridge deck sagged beyond acceptable limit. The contractor was instructed to make good the damage but declined.
  - iv. Two meetings were initiated by UNRA and conducted between UNRA and Coil Ltd to forge a way forward in order to avoid escalation of the matter but the contractor was not ready to enter into any gentleman agreement in respect to remedial works under this contract and refused to sign the minutes.

- v. Subsequently the contractor declared a dispute which is due for arbitration and is yet to be determined.
  - vi. The Entity has not paid the contractor's retention money because the deck is defective. Liquidated damages were also charged.
6. The Applicant submitted that all defects were worked on during the defects liability period. It was therefore unfair, a lack of transparency and contrary to Section 45 of the PPDA Act, 2003 for UNRA to purport to carry out a due diligence in 2020 with the sole purpose of disqualifying Coil Ltd.
  7. The Authority reviewed the Entity's compliance form (UNRA Rating Form) from the Head Bridges and Structures to Coil Ltd dated 2<sup>nd</sup> March 2018 on performance of the contract for construction of Goli and Nyagak Bridges which indicated that:
    - i. Regarding mobilization of personnel resources, there was high turnover of staff.
    - ii. Regarding mobilization of equipment resources, the contractor complied with the mobilization schedule and timelines. The equipment were mobilized but most of the time they were not actively engaged due to lack of instruction from consultant and breakdown.
    - iii. The contractor completed the work on the original schedule and/or extended time. The contractor delayed to complete works at Goli Bridge due to challenges of access to site on Democratic of Republic of Congo side as clearance was being awaited from Kinshasha. The works were completed after extended time. The works at Nyagak Bridge were completed in extended time.
  8. The Authority established that full site possession/access was only achieved upon the contractor receiving access from Democratic Republic of Congo authorities on 25<sup>th</sup> of March 2016 which was about 2 years from the anticipated completion date of 23<sup>rd</sup> June 2014 which was extended to 25<sup>th</sup> May 2015. Access authorization letter marked.
  9. The Authority found that contrary to the Entity's conclusion that the Goli and Nyagak Bridge Project was delayed as a result of poor planning, inadequate mobilization of qualified staff and equipment, the delay was as a result of failure to achieve full site possession in time.
  10. Regarding the sagging of the Goli Bridge, when the joint inspection was performed by UNRA and the contractor on 30<sup>th</sup> August 2016, sag was noticed at the midpoint on the girder and deck between the two supports. It was recommended that asphalt concrete be laid at contractors cost to even out the sag on the deck.
  11. The handover and final inspection dated 21<sup>st</sup> September 2016 from the contractor to the entity stated that after completion of the casting works at the deck slab, some uneven surface was noted on the deck. However, the unevenness of the slab was corrected with a wearing course using asphalt layer to achieve the gentle slope. The asphalt layers were part of the design drawings.
  12. Following expiry of the defects liability period on 31<sup>st</sup> July 2017, the taking over certificate and final acceptance certificate for construction of Goli and Nyagak Bridges were issued on 10<sup>th</sup> April 2018.

13. The analysis results in the report dated 16<sup>th</sup> September 2018 indicated that the bridge was currently open to traffic. Although it was visually disagreeable to see such a sag, the bridge was in good condition.
14. The Authority found that the defects that appeared on the bridge were corrected by the contractor as recommended and final completion certificates issued.
15. In the letter issued by the Director Bridges dated 30<sup>th</sup> April 2018, Coil Limited was requested to handover the project vehicle to enable processing of final payment. The vehicle was handed over and the contractor expected payment thereafter. When this did not happen, a dispute arose hence arbitration.
16. The Authority established that the issue for arbitration is the claim for retention money by the contractor from the Entity. Therefore it would not be an abuse of process for the Authority to handle the issues raised during the administrative review process.
17. Regarding variation of the specifications for the Nyagak Bridge culverts, the Authority found that on 25<sup>th</sup> August 2014, Coil Ltd initiated a proposal to change the design for construction of Nyagak Bridge from concrete box culverts to corrugated metal pipe culverts and this was granted on 23<sup>rd</sup> October 2014 but maintaining the same hydraulic design parameters.
18. Regulation 31(1) of the PPDA (PDE) Regulations, 2014 provides that a procuring and disposing Entity may at any time during a procurement and disposal process carry out a due diligence test on a bidder or a bid.
19. Regulation 31(2) of the PPDA (PDE) Regulations, 2014 provides that a due diligence test shall cover any area of operation of a provider or any area of the bid that the procuring and disposing entity determines requires verification or checking, in exercising due care in a procurement or disposal process.
20. ITB 37.3 of the bidding document issued to bidders stated that the employer shall award the contract to the bidder whose offer has been determined to be the best evaluated bid, provided that the bidder is determined to be qualified to perform the contract satisfactorily.
21. The evaluation methodology and criteria also indicated that the employer may at any time during the procurement process conduct a due diligence on any bidder regarding, but not limited to the following:
  - i. *Past experience and performance;*
  - ii. *Current workload and performance;*
  - iii. *Equipment;*
  - iv. *Proposed staff;*
  - v. *Financial situation;*
  - vi. *Legal status, etc.*
22. The Authority found that the Entity conducted a due diligence on the past performance of the provider which was found unsatisfactory. The due diligence was done in accordance with the provisions of the law and the bidding document. There was no unfairness in conducting a due diligence on the Applicant's bid and not on the 2<sup>nd</sup> Best Evaluated

Bidder since Regulation 31(1) of the PPDA (PDE) Regulations, 2014 provides that a procuring and disposing entity may at any time during a procurement and disposal process carry out a due diligence test on a bidder or a bid.

#### **Decision of on Grounds Two and Three**

The Authority **finds no merit** in grounds two and three raised since due diligence was done in accordance with the provisions of the law and the bidding document. There was no unfairness in conducting a due diligence on the Applicant's bid and not on the 2<sup>nd</sup> Best Evaluated Bidder since Regulation 31(1) of the PPDA (PDE) Regulations, 2014 provides that a procuring and disposing entity may at any time during a procurement and disposal process carry out a due diligence test on a bidder or a bid.

#### **7.0 DECISION OF AUTHORITY**

In accordance with Section 91 (4) of the PPDA Act, 2003 and in light of the findings above, the application for Administrative Review by Coil Ltd is **rejected**.

The Entity is advised to proceed with the procurement process.