

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

APPLICATION NO. 16 OF 2023

BETWEEN

**VITAL CAPITAL INVESTMENTS LTD,
DATA WORLD (PTY) LTD,
ALVIN & PARTNERS LTD
(TERRA VITAL CONSORTIUM):..... APPLICANT**

AND

**MINISTRY OF LANDS HOUSING
AND URBAN DEVELOPMENT:..... RESPONDENT**

**APPLICATION FOR REVIEW IN RESPECT OF THE
PROCUREMENT FOR THE DEVELOPMENT, SUPPLY AND
IMPLEMENTATION OF LAND VALUATION MANAGEMENT
INFORMATION SYSTEM UNDER PROCUREMENT REFERENCE
NUMBER: UG-MLHUD-315041-GO-RFB**

**BEFORE: FRANCIS GIMARA, S.C; NELSON NERIMA; THOMAS
BROOKES ISANGA; GEOFFREY NUWAGIRA KAKIRA; PAUL
KALUMBA; AND CHARITY KYARISIIMA, MEMBERS**

A. BRIEF FACTS

1. Ministry of Lands Housing and Urban Development (the Respondent) received funding from the World Bank under the Competitiveness and Enterprise Development Project (CEDP) and initiated a procurement for the development, supply and implementation of land valuation management information system under Procurement Reference Number: UG-MLHUD-315041-GO-RFB.
2. Upon conclusion of the evaluation and adjudication process, the Respondent issued a Notification of Intention to Award by email on June 5, 2023.
3. The Notification of Intention to Award named the successful bidder as *Impiger Technologies Pvt JV Hexamap Solutions Pvt JV Netcon Technologies Pvt Ltd* at a contract price of USD \$ 5, 313,968.36
4. The Notification of Intention to Award indicated that the bid of *Vital Capital Investments Ltd, Data World (Pty) Ltd, Alvin & Partners Ltd (Terra Vital Consortium)* (the Applicant) was unsuccessful for 4 reasons.
5. On June 8, 2023, the Applicant requested for a debrief which was conducted on June 14, 2023, and minutes of the debrief provided to the Applicant by the Respondent on June 17, 2023.
6. The Applicant being dissatisfied by the reasons advanced in the Notification of Intention to Award, filed a complaint before the Accounting Officer of the Respondent on June 20, 2023.
7. The Accounting Officer issued a decision on June 22, 2023 by which the complaint was rejected.

8. The Applicant filed another complaint before the Accounting Officer of the Respondent on July 3, 2023. No decision was rendered by the Accounting Officer on the new complaint.
9. The Applicant filed a notice of intended appeal to the Tribunal, with the Respondent on July 19, 2023.
10. The Applicant then filed the instant Application with the Tribunal on July 24, 2023, seeking to review the decision of the Respondent.

B. APPLICATION TO THE TRIBUNAL

1. The Applicant (Consortium) made a complaint on 20th June 2023 to the effect that the Best Evaluated Bidder did not have the required experience qualifications required under ITB 39.1 of the bidding documents.
2. The Applicant averred that contrary to the World Bank Procurement Regulations, the Ministry (Entity) did not issue a decision to the complaint within the prescribed 15 working days instead the Ministry issued a decision on 20th July 2023 which was way outside the prescribed time.
3. The Applicant requested for a debriefing which was done on 14th June 2023 and the Applicant not being satisfied with the debriefing lodged an administrative review complaint to the Accounting Officer on 3rd July 2023.
4. The Applicant makes this review application to the Tribunal 24th July upon failure by the Accounting Officer to issue a decision to the administrative review complaint.

C. THE ORAL HEARING

The Tribunal held an oral physical hearing on 8th August 2023. The appearances were as follows:

1. Counsel Brian Kalule represented the Applicant.

2. Counsel Ssekitto Moses represented the Respondent
3. Counsel Atwine M. Osmond and Ojiambo M. David represented the Best Evaluated Bidder.

D. APPLICANT'S SUBMISSIONS

1. The Applicant made both oral and filed written submissions through *A.F Mpanga Advocates*.

Whether the Respondent erred in rejecting the Applicant's bid?

2. The first reason given by the Respondent in the Notification of Intention to Award for rejecting the Consortium's bid was that the Letter of Bid indicated the name of the Bidder as *Terra Vital Consortium* instead of listing the names of the three Joint-venture parties.
3. The Letter of Bid indicated the name *Terra Vital Consortium* and listed the joint-venture members in the next line.
4. The second reason given by the Respondent was that the Letter of intent of the joint venture agreement did not mention some members of the joint venture and was not signed by all members as required by ITB 11.2. The Consortium issued two letters of intent; one signed by *Vital Capital Investments*, and another signed by *Alvin and Partners* each indicating its intention to participate in a joint venture with *Data World*. It was accompanied by a power of attorney authorizing *Data World* to act on each of their behalf.
5. It was an error for the Ministry to find that the Letter of Intent was defective for not being signed by all parties. This error was premised on the false assumption that a Letter of Intent has to be one single document. There was nothing in the words of *ITB 11.2* to suggest that a Letter of Intent can only be a single document. It was therefore sufficient to have numerous documents signed by the parties all indicating their intention to execute a joint venture.

6. Even if there was such a requirement, not having on single document but numerous documents as a Letter of Intent was not so material a deviation and should have been waived under regulation 11(3) of the *Public Procurement and Disposal of Public Assets (Evaluation) Regulations 2014*.
7. Whereas ITB 20.9 required a bid security in the names of all future joint venture parties, the Bid security submitted by *Data World (Pty) Limited* on behalf of the other future joint venture parties was not a material deviation. It was issued by *Data World* pursuant to a power of attorney granted by the other future joint venture parties. There was therefore no adverse effect to the rights of the Respondent or any other bidders and as such any deviation was not material. The Bid Security as substantially compliant and responsive.
8. The Ministry abused its discretionary powers when it failed to consider and respond to the request for extension of time to submit a revised bid security.
9. The last reason given for rejecting the Bid was that the Consortium only provided manufacturer's authorisations for Dell and Value Matrix but did not provide manufacturer's authorisations for Avison, Oki, Muratec, Mindeo and Zebra printers and Advice.
10. The manufacturer's authorisation did not apply to goods that were already in the Uganda market. Avison, Oki, Muratec, Mindeo and Zebra printers and Advice were already on the Uganda market and were to be procured locally. Therefore, the requirement for manufacturer's authorisations did not apply to them and the Bid was therefore compliant.
11. It was incumbent upon the Respondent to seek a clarification as to why no authorisations were given for those specific goods.

12. Even if there was a deviation, any deviation from the requirements was immaterial and insubstantial and should not have rendered the bid administratively non-compliant.

Whether the Respondent erred in failing to render a decision to the complaint under the World Bank Regulations within the stipulated time?

13. The Applicant made a complaint on June 20, 2023, and decision was issued on July 20, 2023, one month later. This was clearly out of time and of no effect.
14. A decision made contrary to the World Bank Procurement Regulations under which the procurement was issued was void and of no effect.

Whether the Respondent erred in failing to render a decision to the Administrative Review complaint under the Public Procurement and Disposal of Public Assets Act?

15. The Applicant lodged an administrative review complaint to the Accounting Officer of the Ministry (Respondent) on July 3, 2023; no decision was rendered within the prescribed 10 days. This was a contravention of the *Public Procurement and Disposal of Public Assets Act*.

Whether the Respondent erred by not suspending the procurement after an administrative review complaint had been lodged?

16. The Respondent did not make any communication suspending the procurement process after the administrative review complaint had been lodged with it on July 3, 2023. It was therefore illegal to continue with the procurement process.

Whether the Respondent erred in failing to disclose the experience and qualifications of the Best Evaluated Bidder?

17. In its complaint to the Respondent on June 20, 2023, the Applicant contended that the Best Evaluated Bidder did not have the required experience qualifications required under ITB 39.1 of the bidding documents and requested for disclosure of the relevant BEB's experience. However, in a decision rendered on July 20, 2023, the Respondent declined to disclose the requested for information on the grounds that it was confidential.
18. The decision was rendered out of time, of no effect and legally ineffective.
19. The information sought was not confidential information and it was therefore wrong not to disclose it. Under section 47 of the *Public Procurement and Disposal of Public Assets Act*, a procuring and disposing entity shall, upon written request by any person, disclose information regarding any procurement or disposal process. There was no justifiable reason to refuse to disclose the experience qualifications of the Best Evaluated Bidder.

What Remedies are available to the Parties?

20. Given that there was no legal basis to reject the Applicant's bid, the Bid should therefore be subjected to a technical evaluation; the Respondent should avail the experience qualifications of the Best Evaluated Bidder as requested; the Notification of Intention to Award should be cancelled; the Administrative Review fee of UGX. 5,000,000/= should be refunded; and the Applicant should be awarded costs of the Application.

E. SUBMISSIONS OF THE RESPONDENT

The Respondent made both oral and filed written submissions to the Tribunal.

Competence of the Application

1. The notice of intention to award the successful bidder was received by the Applicant on June 5, 2023. The complaint seeking Administrative Review was lodged on July 3, 2023.
2. Despite the Applicant first becoming aware of their unsuccessful bid and the reasons for being unsuccessful on June 5, 2023, the Applicant only lodged their complaint for Administrative Review to the Accounting Officer of the Respondent on July 3, 2023 – long after the expiry of 10 prescribed under section 89(3)(b) of the *Public Procurement and Disposal of Public Assets Act*.
3. The Application for administrative review is therefore incompetent.

Whether the Respondent erred in rejecting the Applicant's bid

4. The Request for Bids Document required bids submitted by a joint venture to include a copy of the joint venture agreement or a letter of intent to execute a joint venture agreement in the event of a successful bid, signed by all members.
5. The bidder provided 2 Letters of Intent. One was signed by *Alvin & Partners Ltd* only and another was signed by *Vital Capital Fund* only. Neither letter of intent was signed by *Data World Pvt Ltd*. Each letter of Intent stated that *Data World Pvt Ltd* would partner with the respective entities, 'as an exclusive partner' for the proposal. This implied that *Data World* would only partner with one of the entities.

Bid Security

6. The Bid Security which was provided was in the name of *Data World Pvt Ltd* only and not in the names of the other partners to the intended Joint Venture agreement. This was in noncompliance with the requirements of ITB 20.9. which provided that the bid security or the bid securing declarations of a joint venture shall be in the names of the joint venture that submits the bid.
7. The Entity was fair in this regard in granting extension of time to bidders to prepare their bids.

Manufacturer's Authorization

8. The Applicant only provided Manufacturer's Authorization for *Dell* and *Value Matrix* but did not provide for *Avision*, *Oki*, *Muratec*, *Mindeo* and *Zebra Printers* and *Advice On 1 3K UPS*. This was contrary to the requirements of section 3, Evaluation and Qualification Criteria.

Whether the Respondent erred in failing to render a decision to the complaint under the World Bank Procurement Regulations within the stipulated time?

9. The Respondent was able to consider the complaint and make its decision in time and by June 22, 2023 had made a decision.

Whether the Respondent erred in failing to render a decision to the Administrative Review Complaint under the Public Procurement and Disposal of Public Assets Act?

10. Despite the Applicant first becoming aware of their unsuccessful bid and the reasons for being unsuccessful on June 5, 2023, the Applicant only lodged their complaint to the Accounting officer on July 3, 2023.

11. Considering the defect in the complaint of the Applicant the Accounting Officer found that there was no valid complaint before her to render a decision.
12. The Application for administrative review was incompetent and no valid decision would arise from the purported application dated July 3, 2023.

Whether the Respondent erred in failing to disclose the experience and qualifications of the Best Evaluated Bidder?

13. The Best Evaluated bidder's bid was submitted with a confidentiality Clause.
14. World Bank Procurement Regulations provide that borrowers shall not disclose information provided by the applicants/bidders/proposals, which they marked as confidential.

Whether the Ministry erred by not suspending the procurement after an administrative review complaint had been lodged?

15. No action has been taken since the date of the complaint.

What remedies are available to the parties?

16. Counsel prayed that the Application be dismissed with costs.

F. SUBMISSIONS OF THE BEST EVALUATED BIDDER

1. The Best evaluated Bidder made both oral and filed written submissions through *Maven Advocates*.
2. Counsel raised an objection that the Application for Administrative Review was lodged out of time prescribed under section 89(3)(b) of the *Public Procurement and Disposal of Public Assets Act*, which requires a complaint to be made within 10

working days after the bidder first becomes aware of the circumstances that give rise to the complaint.

3. Despite the Applicant first becoming aware of their unsuccessful bid and the reasons for being unsuccessful on June 5, 2023, the Applicant only lodged their complaint to the Accounting Officer close to 19 working days after.
4. A debriefing may be requested in alternative to or in addition to a complaint. Time to lodge either or both is within the standstill period except that the former must be lodged within 3 working days of the commencement of the standstill period.
5. The request for the debriefing was no reason to delay the complaint nor did it provide an extension of the timeline to file the complaint.
6. Counsel prayed that this Application be dismissed with costs and the suspension lifted.

G. RESOLUTION

1. In view of the submissions of the parties, the following issues are framed for resolution:
 - 1) Whether the Tribunal has jurisdiction over the impugned procurement?
 - 2) Whether the Application before the Tribunal is competent?
 - 3) Whether the Respondent's Accounting Officer failed to render a decision on the Applicant's complaint within the stipulated time?
 - 4) Whether the Respondent erred in rejecting the Applicant's bid?

- 5) Whether the Respondent erred in failing to disclose the experience and qualifications of the Best Evaluated Bidder?
- 6) Whether the Respondent erred by not suspending the procurement after an administrative review complaint had been lodged?
- 7) What remedies are available to the parties?

Issue no. 1:

Whether the Tribunal has jurisdiction over the impugned procurement?

2. The Tribunal is a creature of the *Public Procurement and Disposal of Public Assets Act*.
3. Section 2 of the *Public Procurement and Disposal of Public Assets Act* provides guidance on when the Act can be applied. Under Section 2 (1) (a) (iii), the Act is to apply to all public procurement and disposal activities to do with the public finances of a procuring and disposing entity. Section 2 (1) (c) adds that the Act shall apply to procurement and disposal by a procuring and disposing entity within or outside of Uganda.
4. The procurement in issue is by the Ministry of Lands, Housing and Urban Development which is a Ministry of Government of Uganda and therefore a procuring and disposing entity within the meaning of sections 2 (1) (a) (iii) and 3 of the *Public Procurement and Disposal of Public Assets Act*.
5. 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.

6. Section 4 (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.
7. ITB 50.1 of the Bidding Document and the Bid Data Sheet provide that the procedures for making a Procurement-related Complaint are detailed in the “*Procurement Regulations for IPF Borrowers (Annex III)*.” The Complaint must be submitted to the Permanent Secretary of the Ministry of Lands, Housing and Urban Development.
8. The *World Bank Procurement Regulations for Investment Project Financing (IPF) Borrowers November 2020* and its Annex III on *Procurement-related Complaints*, confers on the “Borrower” the responsibility to handle and resolve procurement-related complaints. The said *World Bank Procurement Regulations* define, “Borrower” as a borrower or recipient of Investment Project Financing (IPF) and any other entity involved in the implementation of a project financed by IPF.
9. ITB 2.1 of the Bidding Document states that *The Borrower or Recipient (hereinafter called “Borrower”) specified in the BDS has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document are issued.*
10. The Bid Data Sheet states that the Borrower is Government of Uganda. Section IX of the Bidding Document identifies the Purchaser as Ministry of Lands, Housing and Urban Development. The Ministry of Ministry of Lands, Housing and

Urban Development is a representative of the Borrower who is the Government of Uganda.

11. The Government of Uganda as the Borrower is therefore mandated to handle and resolve procurement-related complaints in this procurement. 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. The first step is a complaint to the Accounting Officer of the procuring and disposing entity. The second step is an appeal to this Tribunal. The third step is a final appeal to the High Court. There was no evidence adduced by the parties or in the financing agreement or in the *Procurement Regulations for IPF Borrowers* that ousts the Government of Uganda as the Borrower to handle and resolve procurement-related complaints in this procurement under the *Public Procurement and Disposal of Public Assets Act*.
12. It is therefore our finding that the jurisdiction of this Tribunal does not conflict with any obligation of the Republic of Uganda arising out of the Financing Agreement between the Republic of Uganda and the International Development Association. On the contrary, the resolution of procurement-related complaints is left to the Government of Uganda.
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; and China Civil Engineering and Construction Corporation v Uganda National Roads Authority, Application no. 11 of 2023.*
13. **Issue no. 1 is answered in the affirmative.**
14. Therefore, the Tribunal has jurisdiction to entertain the instant application.

Issue No.2:

Whether the Application before the Tribunal is competent?

15. The competence of the Application is, inter alia, premised on the determination of whether the Application was filed within time. See *Aponye House Ltd v Uganda Revenue Authority, Application No. 10 of 2023*; *Far Gostar Bistoon v Uganda Electricity Transmission Company Limited, Application No. 2 of 2023*; and *Kafophan and SIAAP Consortium v Ministry of Agriculture Animal Industry and Fisheries & Youth Alive Uganda, Application No. 31 of 2022*.
16. ITB 42.1 (e) on page 32-33 of the Bidding Document explicitly states that the Notification of Intention to Award shall at a minimum contain information such as statement of reasons why a bid is unsuccessful.
17. The Notification of Intention to Award sent by email on 5th June 2023, indicated that the bid of *Vital Capital Investments Ltd, Data World (Pty) Ltd, Alvin & Partners Ltd (Teera Vital Consortium)* (the Applicant) was unsuccessful for 4 reasons, namely;
 - (i) *The Letter of Bid indicates the name: of the Bidder as Terra Vital Consortium and not in the names of all three partners listed in the JV (Terra Vital Consortium, Vital Capital Investments and Alvin & Partners Ltd JV).*
 - (ii) *The Letter of Intent to enter into a Joint Venture Agreement is between Vital Capital Investments and Data World only. Terra Vital Consortium and Alvin and Partners, two of the JV Partners are not mentioned in the Letter of Intent to enter into a JV. The JV Agreement provided is also not signed by any member of the JV.*

The Bid Security is in the name of Data World (PTY) Ltd and Not in the names of the Partners in the IV Terra Vital Consortium, Vital Capital Investments and Alvin & Partners Itd JV) as required in ITB 20.9.

- (iii) *The Bidder only provided*
 - (iv) *manufacture's Authorization for Dell and Value Matrix but did not provide Manufacturer's Authorizations for Avison, Oki, Muratec, Mindeo and Zebra printers and Advice On 1-3K UPS.*
18. Upon receipt of the Notification of Intention to Award on June 5, 2023, the Applicant became aware of the circumstances that gave rise to its complaint.
 19. The Notification of Intention to Award gave reasons why the Applicant's bid was unsuccessful and provided detailed information on how to request a debriefing and how to make a complaint.
 20. The Applicant requested a debrief on June 8 2023 within the three (3) Business Days provided under the World Bank Procurement regulations, and the debrief was provided by the Respondent on June 14, 2023 within five (5) Business Days as required under the Bank Procurement Regulations. Minutes of the debriefing were availed to the Applicant on July 17, 2023.
 21. The request for a debrief under ITB 46 did not, in any way, extend the timelines for making a complaint. The debrief only provides further detail of the reasons for the failure of the Applicant's bid. A debrief is optional and not a condition precedent to filing a complaint.
 22. Section 89(3)(b) of the *Public Procurement and Disposal of Public Assets Act* requires a complaint to be submitted to the Accounting Officer within ten working days after the date the bidder first becomes aware or ought to have become aware of the circumstances that give rise to the complaint.
 23. Under paragraph 3.1 (c) of Annex III to the *World Bank Procurement Regulations for Investment Project Financing (IPF)*

Borrowers, there is a Standstill Period of 10 Business Days to give Bidders time to examine the *Notification of Intention to Award* and to assess whether it is appropriate to submit a complaint.

24. In the instant case, the 10 working/business days started to run on June 6, 2023 and would have expired on June 30, 2023. The Applicant duly submitted a timely complaint to the Accounting Officer on June 20, 2023.
25. We have noted that the Applicant submitted another complaint to the Accounting Officer on July 3, 2023. The new complaint contained more grounds than the earlier complaint of June 20, 2023. The new complaint was clearly out of time and incompetent. The Accounting Officer was already *functus officio*, having made a decision on the Applicant's complaint about the outcome of the evaluation. All grievances must be presented within the stipulated time. Administrative review complaints cannot be filed in instalments as an afterthought.
See: *Technology Associates Limited in Consortium with Comviva Technologies Limited v Post Bank Uganda Limited, Application no. 6 of 2022.*
26. Section 89(7) of the *Public Procurement and Disposal of Public Assets Act* requires the Accounting Officer to make and communicate a decision within ten days from receipt of the complaint.
27. However, under paragraph 3.1 (c) of Annex III to the *World Bank Procurement Regulations for Investment Project Financing (IPF) Borrowers*, the Borrower is required to review the complaint and respond to the complainant, not later than fifteen (15) Business Days from the date of receipt of Complaint.
28. In view of the provisions of section 4 (1) of the *Public Procurement and Disposal of Public Assets Act*, in the instant case the time given for the Accounting Officer to make and communicate a decision as stipulated in the *World Bank*

Procurement Regulations for Investment Project Financing (IPF) Borrowers is (15) Business Days from receipt of the complaint. This timeline must prevail over the timeline of ten (10) days stipulated in section 89(7) of the *Public Procurement and Disposal of Public Assets Act*

29. The Applicant submitted a complaint on June 20, 2023. The 15 Business Days for making and communicating a decision by the Accounting Officer started to run on June 21, 2023 and would have expired on July 15, 2023. The Accounting Officer made and communicated a decision well within time on June 22, 2023.
30. Under sections 89 (8) and 91(2) (a) of the *Public Procurement and Disposal of Public Assets Act*, where a bidder is not satisfied with the decision made by the Accounting Officer, the bidder may make an application to the Tribunal within ten (10) working days from the date of receipt of the decision of the Accounting Officer.
31. The Accounting Officer made and communicated a decision on June 22, 2023. The ten working days within which the Applicant could make an application to the Tribunal started running on June 23, 2023 and expired on July 6, 2023.
32. The instant Application lodged with the Tribunal on July 24, 2023, was therefore out of time prescribed under sections 89 (8) and 91I (2) (a) of the *Public Procurement and Disposal of Public Assets Act*.
33. Time limits set in the *Public Procurement and Disposal of Public Assets Act* were set for a purpose, are couched in mandatory terms, are a matter of substantive law, are not mere technicalities and must be strictly complied with. Timelines within the procurement statute were set for a purpose and are couched in mandatory terms. There is no enabling provision within the *Public Procurement and Disposal of Public Assets Act* that accords the Tribunal power to enlarge or extend time. Once

a party fails to move within the time set by law, the jurisdiction of the Tribunal is extinguished at this point.

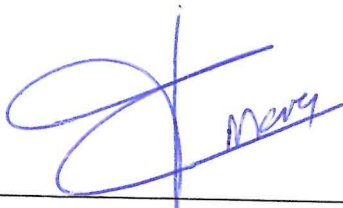
See: *Prudential Assurance v Busitema University, Application No. 12 of 2023.*

34. This Application having been lodged out of time is therefore incompetent. The Application will be struck out.
35. Since the Application is incompetent, it is not necessary to delve into the merits.
36. **Issue no. 2 is resolved in the negative.**

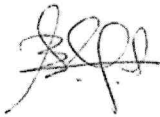
H. DISPOSITION

1. The Application is struck out.
2. The Tribunal's suspension order dated July 25, 2023 is vacated.
3. The Respondent may proceed with the procurement process to logical conclusion.
4. Each party to bear its own costs.

Dated at Kampala this 14th day of August, 2023.



**FRANCIS GIMARA S.C
CHAIRPERSON**



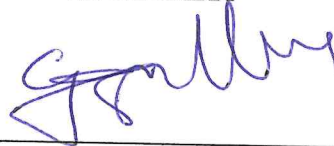
**THOMAS BROOKES ISANGA
MEMBER**



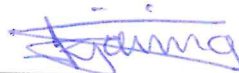
**PAUL KALUMBA
MEMBER**



**NELSON NERIMA
MEMBER**



**GEOFFREY NUWAGIRA KAKIRA
MEMBER**



**CHARITY KYARISIIMA
MEMBER**