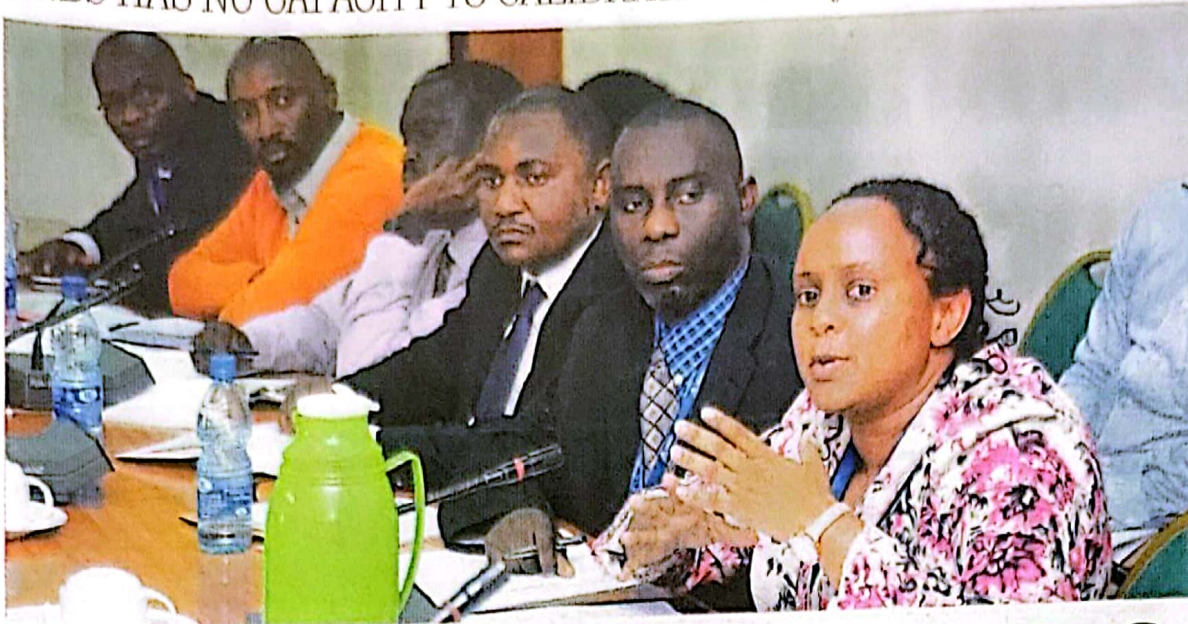


UNBS HAS NO CAPACITY TO CALIBRATE THE EQUIPMENT BEING USED BY SGS



Bagelne (right) appearing before the physical infrastructure committee of Parliament over the SGS automotive Uganda system yesterday. Next to her is Musimami, Hakim Mufumbiro (third-right) and other UNBS Staff. Photo by Miriam Namutebi

Solicitor General defends vehicle inspection deal

By Moses Walubiri

To a section of lawmakers sitting on the physical infrastructure committee, the admission yesterday by Solicitor General William Atoke that some clauses in the contract signed between the Government and Société Générale de Surveillance (SGS), a foreign firm contracted to conduct mandatory vehicle inspection, "appear unfair, but legal" seemed contradictory.

The Solicitor General derives his mandate from constitutional powers accorded to the Attorney General to draw and peruse contracts, conventions, treaties and agreements to which the Government is a party.

"How is that possible, learned Solicitor General?" West Budama North MP, Richard Othieno asked, following close questioning by the latter that left the former visibly irritated.

Atoke was at Parliament together with two technocrats from his office to explain to the legislators the role played by his office in coming up with the final text of the contract, that a section of the public contend is a raw deal to the country.

In March 2015, the works and transport ministry awarded SGS an exclusive contract to carry out vehicle inspections countrywide on its behalf.

The vehicle inspection exercise is carried

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out under "Safe Drive Uganda" — a road safety measure intended to ensure vehicle roadworthiness and to reduce carnage on the roads.

However, complaints have been made about the process, with members of the public petitioning Parliament over the exercise.

Last month, Speaker of Parliament Rebecca Kadaga ordered that the deadline for motor vehicle inspection be lifted, until a committee of Parliament probes the entire exercise.

"These clauses appear unfair, but legal. In instances where one party spends a fortune, such clauses cannot be ruled out," Atoke said, confirming to MPs that his office perused and sanctioned the contract because it did not flout any law.

But for the timely intervention of the committee chairperson, Lillian Nakate, the brief interface between Atoke and the lawmakers at one time threatened to degenerate into an altercation between Atoke and Othieno.

In their questions, Othieno and Nakate seemed to insinuate that the onerous clauses in the contract, such as those on termination are attributable to technocrats in the Office of the Solicitor General failing to protect Uganda's interest.

If the Government chooses to terminate the contract with SGS, it will be obliged to pay 100% of expected revenue from the entire duration of the contract. The contract is also for five years, with an automatic renewal.

"There is nothing illegal with monopolies and our mandate was to peruse the contract, not to consider interests of other people," Atoke said, in response to questions as to whether it never appeared to him that sanctioning the contract would result in a monopoly by SGS.

Earlier, the acting executive director of Uganda National Bureau of Standards (UNBS), Bageine Ejalu appeared before the same committee to explain UNBS's role in the process preceding SGS's operations in Uganda.

Ejalu told MPs that UNBS has no capacity to calibrate the equipment being used by SGS and the entity's only role was to attend the calibration exercise conducted by SGS.