**GHANA FIRST COMPANY LTD**



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**Our Ref; 001/GFCL/ACP/GH12023.**

**APPOINTMENT COMMITTEE**

**PARLIAMENT OF GHANA**

**HE CHAIRMAN**

**ACCRA**

22ND FEBRUARY, 2023.

Dear Sir,

**PETITION NOT TO APPROVE THE APPOINTMENT OF HON. O.B AMOAH AS MINISTER OF STATE DESIGNATE FOR LOCAL GOVERNMENT AND RURAL DEVELOPMENT.**

We have followed closely the vetting of Hon O.B. Amoah when he was nominated to be Deputy Minister of Local Government and Rural Development in 2021 and the current nomination on 21St February, 2023.

We are grateful for the good work that the Committee has been doing for this country and appreciate your interest shown in Ghana First Company Ltd by the questions you asked Hon. O.B. Amoah on the Ghana First projects.

In all his responses to the questions asked by Hon. Alhassan Sayibu Suhuyini, MP for Tamale North in relation to Ghana First Co.Ltd projects, Hon. O.B Amoah deliberately concealed the actual truth about the entire projects and the Agreements covering them.

It is in this note that we hereby express our disappointment and dissatisfaction about the

responses which Hon O.B Amoah gave on the Ghana First Co. Ltd and the Clean Ghana Project both in his two vetting's which are factually incorrect and inaccurate.

We strongly believe the minister designate was trying to hide the truth from the good people of Ghana as well as Parliament having regards to the fact that he has all the facts on these projects but twisted the facts to suit his parochial interest for Parliament to approve his nomination.

We say so because since the beginning of this project, Hon. O.B Amoah has been part of all the processes and has al I the relevant documents on these projects and as a company, we find the

posture atld i'.titudei9-11-1on. O.B Amoah towards the company disheartening and it is about time we bring the whole truth on the matter for the good people Ghana to know.

Add. Adjiriganor Adjacent Accra College Of Medicine, Tel: +233 (0303) 974168 / (0302) 502807

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In doing so, we would first and foremost, like to draw your attention to the answer given by Hon. O.B Amoah to a question asked by Hon. Joseph Osei - Owusu in relation to the land provided by the Assemblies. The answer given by Hon. O.B Amoah was factually incorrect and completely deceptive and we would make reference to the Agreement on the projects which deliberately refused to mention during his vetting

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In clause 3ii, iii, iv, of the said agreement between Ghana First and Assemblies it is clearly stated as follows;

1. That the Project Partner hereby covenants that the land it shall provide shall be its self-acquired land with title, right and or interest in the said land having vested in the Project Partner. Furthermore the land so provided shall be vested to the project owner who is authorized to use the respective land for the **purpose of securing funding only for this project.**
2. That the Project Partner hereby covenants further that in the event it has no self-acquired land then it shall facilitate and ensure the acquisition of a third party's land.
3. That the Project Partner hereby further covenants that whether the land for the project is its self-acquired land or a land belonging to a third party it shall bear the sole responsibility of procuring the said land for the project free from all encumbrances, examples being that it shall be free from litigation whatsoever or any adverse claim or defect in its usage for the project under any circumstance .In this instance conditions in clause 3ii supra also apply.
4. That the Project Partner shall ensure that the Assembly itself, agents, privies, assigns, servants, workmen whomsoever or otherwise howsoever during the tenure of any government shall not dispossess the Project Owner from its ownership and that no person at law shall take over the property comprised in the project herein either permanent or temporarily and that the project is indemnified against all government interferences. All related legal cost arising out of government interferences shall be borne by the Assembly.

Notwithstanding the above quoted clauses, Hon. O.B Amoah and the Assemblies have disregarded the said clauses for reasons best known to them thereby leading to the stalling of the projects.

Hon. O.B Amoah should have been candid enough to tell the Honourable Vetting Committee that it is the fault of the Assemblies which have led to the difficulties in the implementation of the projects rather than laying blame on the footsteps of Ghana First Company Limited.

The contractors of these projects are suffering because of the attitude of lion. 0.B Amoah because his actions have given the Assemblies the power not to submit the land titles of the lands that the assemblies have given to Ghana First.

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Because of the assemblies not fulfilling their part of the agreement, on 2nd October, 2020, Ghana First wrote to the Attorney General to advise the MMDAs to fulfil their mandate of which the Local Government and Rural Development ministry and Sanitation ministry was copied.

Before the beginning of this project, Ghana First Company Limited engaged its Banker to assist in financing the projects.

Our financial engineering arrangement with a team from GCB Bank PLC requested the project should be done on TURN KEY basis in order to use the land and the structures as collateral.

Clause 5 iv of the Agreement between Ghana First Company Ltd and the contractors further states clearly that the projects are TURN KEY basis. The said clause agent states among others that:

**`That the Contractor agrees that the Contract is a Turn Key Project and that the Contractor shall be paid only upon full completion and hand over of the entire project'.**

**Additionally Clause 5 v (a) of the Agreement states that :**

**The total sum shall be paid to the contractor 3 months after completion of works and certificate of completion upon recommendation by project manager and approval by the Chief Executive Officer.**

**Payment.39.1 Without prejudice to Clause 5 v of the contract agreement, the Employer reserves the right to pay part of the total sum amounting to 60% of the quantum sum after collaborative site visit and inspection is done by the employer, the bankers and the contractor.**

**The employer therefore, without any doubt reserves the right to uphold this said payment when defects are detected after the collaborative site visit and inspection .Payment will therefore be**

**done after these defects are remedied by the contractor.**

The spirit behind this clause 5v (a) is that, after completion and hand over of the completed project to the project owner and whiles the contractor is waiting for 3 months to be paid, that is where the project owner will exercise his right to pay 60% of the quantum sum to the contractor to pay part of his debt before the exact time of payment is due.

We believe that, before the appointing authority will nominate someone to be appointed as a minister, the

appointing authority (President) expects such person to be truthful and faithful to his/her work and the

people he/she is'going to serve. Having regards to the fact that Hon. O.B. Amoah had all these facts at his disposal at his vetting but refused to disclose them, his conduct must be of concern to the Vetting Committee of Parliament.

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We, as a company therefore, cannot trust the truthfulness and faithfulness of Hon. O.B Amoah because of how he has handled the issues of Ghana First Co. Ltd during his vetting.

We strongly believe if Hon. O.B Amoah gets the approval of Parliament to become Minister of State for the Ministry of Local Government and Rural Development, it will not augur well for the smooth running of the Ministry of Local Government.

This has become necessary for the company to do this because every Ghanaian has interest in this project and are waiting for this project to start functioning because of its importance and usefulness to the country, and sadly the very person who has the responsibility to make this happen and to tell the whole world the truth about this project has deliberately been hiding the truth about the projects.

From the above, it obviously clear that, Hon O.B Amoah has being economical with the truth of the whole Agreement and we humbly appeal to this Honorable Committee not to approve the appointment of Hon O.B Amoah until he has made the full disclosure of the truth of the Agreement and apologize to the good people of Ghana and Parliament.

We also want to draw your attention to the legal ramifications of the action taking by Hon O.B Amoah and the Akuapem South Municipal Assembly to dispossess the project owner, Ghana First Company Limited, from its ownership as per Clause 3v of the Agreement although he is painfully aware that his action is completely illegal and contrary to the Agreement which he has been part since its inception. This could be a recipe for a possible case of judgement debt against the state, if remedies are to be sought.

In summary, we want to bring it to fore that;

1. Answers and responses given by Hon. O.B Amoah during his vetting on Ghana First Projects very clearly false and were done deliberately to hide the truth about the said projects.
2. Answers and responses given by Hon. O.B Amoah during his first vetting in 2021, where he is reported to have told the appointment committee that, the contractors should go to court and that " we will support them". What was his interest in making such a statement on behalf of the ministry?
3. That in his recent vetting, he stated categorically that he is not aware that the Attorney General had dropped the case against the CEO of Ghana First Company Ltd. He continued to state that if that is the case, it does not end there. The case was not between the Ministry and Ghana First, so what interest does he have to make such a statement.
4. That Hon. O.B Amoah's actions and inactions have emboldened the Ejisu Municipal Assembly to team up with some contractors to start operating the facilities without the consent and approval of the project owner (Ghana First).
5. That he also knew and has been aware that the delay in the projects have arisen more particularly because he has by his conduct incited the Assemblies not to provide documentation on the land to Ghana First Co.Ltd.

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1. That he is also aware that Ghana First Company Ltd does not owe any of the contractors.
2. That he was also aware that all the Assemblies are in breach of their obligations under the contract with Ghana First Company Ltd.
3. That the action taken by Hon. O.B Amoah and the assembly to take over the projects as he indicated in his response, is a total breach of the agreement between Ghana First and the Assembly.

In conclusion, Ghana First believe that Hon. O.B Amoah, the assemblies and the Local Government and Rural Development Ministry have caused this problem because of the failure to fulfil their obligation under the contract.

We have confidence and faith in Parliament to address these critical issues with all the urgency it needed in order to relieve the suffering from Ghana First, the contractors, the affected communities and the Banks that gave financial support to the contractors.

However, we believe that if the nomination of Hon O.B. Amoah is approved, it would be a disincentive to solving this problem particularly having regards to the answers he has given and his negative attitude towards this project

We have herewith enclosed these documents for your perusal:

Attached are the;

1. Agreement between Akuapem South Municipal Assembly.
2. Letter of undertaking by the Assembly.
3. Letter of request from the Assembly.
4. Letter to petition Attorney General to prevail on MMDAs to fulfil their mandate.
5. Agreement between Ghana First and the Contractors.
6. Invitation for special investigation.
7. Minutes of meeting between Ghana First and the Local Government and Rural Development Ministry.
8. Proposal to the Local Government and Rural Development Ministry for continuation of the project.
9. Report on the PPP arrangement with the MMDAs to the President.

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| We count on your usual cooperation. Yours faithfully |  |
|  | MR FRANK AKULEY, C. E.O. For Ghana First Co. Ltd. |

CC.

1. **RIGHT HONOURABLE SPEAKER OF PARLIAMENT**
2. **HONOURABLE MAJORITY LEADER IN PARLIAMENT.**
3. **HONOURABLE MINORITY LEADER IN PARLIAMENT**
4. **CLERK OF PARLIAMENT 4**
5. **HONOURABLE. 0.B AMOAH**

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**GHANA FIRST COMPANY LIMITED**

**TEL: +233 (0) 303974168 / MOB.: +233 (0) 242 658055****Email:ghanafirstcompanyltd@gmail.com**

**CONSTRUCTION OF CLEAN GHANA

SANITATION FACILITY**

**AGREEMENT BETWEEN:**

**GHANA FIRST COMPANY LIMITED

AND**

**ASSEMBLY:-**

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AGREEMENT

THIS AGREEMENT is made the Z-day of 20. IS BETWEEN

GHANA FIRST COMPANY LIMITED a Company registered under the Company's Act (Act 179) acting per its CHIEF EXECUTIVE OFFICER MR. FRANK A.KULEY of H/No. St 1-Adjiriganor, adjacent to Accra College of Medicine, Accra in the Greater Accra Region of the Republic of Ghana (hereinafter called "the PROJECT OWNER") of the one part AND

ASSEMBLY a body corporate with perpetual succession established under the Local Governance Act, 2016 (ACT 936) acting per its CHIEF EXECUTIVE (hereinafter called "the PROJECT PARTNER") of the other part.

Whereas-: Ghana First Company Limited is specialized in constructing high stand\* ultra-modern public toilet facilities in Ghana to address some of the sanitation challenges like open defecation and urination using green energy concept with high efficient technology-based management model.

**Whereas-:** Ghana First Company Limited proposes to enter into Public Private Partnership (PPP) arrangement with the Metropolitan, Municipal and District 0 Assemblies (MivIDAs) and (,)

Whereas-: Ghana First Company Limited has sought the introduction of the Ministry of Local Government and Rural Development to the MMDAs and

**Whereas-:** On 9th August, 2017 the Ministry of Local Government and Rural Development expressed its want of objection to the request by Ghana First Company Limited to engage the MMDAs subject to the laid down procedure for the PPP program and

**Whereas-:** The Ministry of Local Government and Rural Development thereby requested the 1VIMDAs to accord Ghana First Company Limited the necessary courtesies towards facilitating the venture ship and

**Whereas-:** The Ministry of Sanitation & Water Resources on 29th May, 2017 invited all Metropolitan, Municipal and District Chief Executives to accord Ghana First Company Limited their utmost assistance to ensure that the Project herein come into fruition in their District and

**Whereas-:** Ghana First Company Limited and the g\*

ASSEMBLIES have agreed to enter into this agreement by e letter providing land(s) for the realization of the project herein in the district herein stated.

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1. **THE PROJECT OWNER COVENANTS WITH THE PROJECT PARTNER AS FOLLOWS:**

a. The Project Owner shall provide the entire funding for the construction of ultra-modem toilet facilities within the district.

1. **NOW THE PROJECT PARTNER COVENANTS WITH THE PROJECT OWNER AS FOLLOWS:**

a. The Project Partner shall provide land(s) and not funding of the project.

1. **NOW THEREFORE BOTH PARTIES AGREES AS FOLLOWS:**

L That the land to be provided exclusively **by the Project Partner shall be** at Lorry Stations, Market places, recreational **parks, along the streets in** the district, within cities and towns and along **the Highways.**

That the **Project Partner** hereby covenants that the land it shall provide shall be its self-acquired land with title, right and or interest in the said land having vested in the Project Partner. Furthermore the land so provided shall be vested to the project owner who is authorized to use the respective land for the purpose of securing funding only for this **project.**



1. **That the Project Partner hereby covenants further that in the event it has no self-acquired land then it shall facilitate and ensure the acquisition of a third party's land.**

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1. That the Project Partner hereby further covenants that whether the land for the project is its **self-acquired land or a land belonging to a third party it shall bear the sole responsibility of procuring the said land** for the project free from all encumbrances, examples being **that it shall be free from litigation whatsoever or any adverse claim or defect in its** usage for the project **under any circumstance in this instance conditions in clause 3ii supra also apply.**
2. **That** the Project Partner shall ensure that the Assembly itself, agents, privies, assigns, servants, workmen whomsoever or otherwise howsoever during the tenure of **any** government shall not dispossess the Project Owner from its ownership and that no person at law shall take over the property comprised in the project herein either permanent or temporarily and that the project is indemnified against all government

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government

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interferences shall be borne by the Assembly.

vi. That the parties herein agree to enter into this project for a period of thirty (30) years during which period the Project Owner will continue to own ninety (90) per centum of the facility built on the land provided by the Project Partner while the Project Partner shall have ten (10) per **centum equity.**

1. **That the parties herein agree that upon the expiration of the thirty (30) years the Project Owner shall have the first option of renewal for another ten (10) years.**
2. **Where renewal is denied, ownership of the project is transferred from the Project owner to the Project Partner. The Project owner then has the first option of a Management Franchise agreement with the Project Partner if the Project Partner so desires.**
3. **That where the land upon which the project is built belongs to a third party the ownership of the facility built on the land shall be as in clauses vi, vii,** viii supra in **which case the Project Partner's interest shall be for the benefit of both the third party and the Project Partner who facilitated the acquisition of the land from the Third Party.**
4. **That without prejudice to the ownership structure, as consideration for the provision of the land 10% of the Net Income arising from the operation of the facility shall be payable to the Project Partner where the land is the self-acquired property for the first ten (10) years and 20% for the next twenty (20) years.. That however the land is owned by a third party then the consideration as contained in this clause payable by the Project Owner shall be for the benefit of both the third party and the Project Partner who facilitated the acquisition of the land from the Third Party.**

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| 1. **That Project Partner shall at all time during the tenancy of this agreement ensure that there is at all times security to protect the facility from any form of destruction whilst the Project Owner shall be** responsible for the maintenance and uninterrupted operation of the facility.
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1. That notwithstanding the date of execution of this agreement the thirty (30) years period stated in this agreement shall commence from the date when the land is both physically delivered to Ghana First Company

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