

**Report of Investigation into Alleged Commission of

Corruption and Corruption-Related Offences

involving Northern Development Authority and

A&QS Consortium Limited**

**24 January 2023**

**OSP REPORT ON INVESTIGATION**



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 **1.0 Introduction**

 1.1 The Office of the Special Prosecutor (OSP) presents this report on an

investigation into a complaint of suspected corruption and corruption-related offences against Northern Development Authority and A&QS Consortium Limited, a private company incorporated in Ghana and operating from Wa in the Upper West Region.

 1.2 The report has been heavily redacted to protect the privacy of persons and the

lawful trade secrets of the private company referred to in paragraph 1.1.

**2.0 Northern Development Authority**

 2.1 In 2017, the ruling New Patriotic Party instituted the Infrastructure for Poverty

Eradication Programme (hereafter, IPEP) in fulfilment of a campaign promise to reduce poverty, especially in rural and deprived communities, through the allotment of the cedi equivalent of One Million United States dollars to every electoral constituency. In pursuance of the IPEP, the Government created the Ministry for Special Development Initiatives and it further established three development authorities – Coastal Belt Development Authority, Middle Belt Development Authority and Northern Development Authority, which replaced Savannah Accelerated Development Authority.

2.2 Northern Development Authority (hereafter, NDA) was established under the Northern Development Authority Act, 2017 (Act 963) to mobilise resources for the accelerated economic and social development of the Northern Development Zone – constituting the Northern, Savannah, North East, Upper West and Upper East Regions and comprising fifty-seven (57) electoral constituencies. It is headquartered in Tamale in the Northern Region.

**3.0 The Complaint**

 3.1 By a written complaint dated 15 June 2022 and addressed to the Special

Prosecutor, Mr. Martin Luther Kpebu, a private legal practitioner, requested for investigation into the operations of NDA and the actions of its Chief Executive and Board Chairman.

3.2 The complaint alleged that NDA awarded a contract to A&QS Consortium Limited (hereafter, A&QS) on 28 January 2020 for consultancy services for the supervision of some constituencies in the Upper West Region under the IPEP

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for the contract sum of Five Million Seven Hundred and Twenty Thousand cedis (GHC5,720,000.00). However, upon the exit of the then Acting Chief Executive who executed the contract, the contract sum was illegally increased to Ten Million Four Hundred Thousand cedis (GHC10,400,000.00) by the removal of the page containing the original figure of Five Million Seven Hundred and Twenty Thousand cedis (GHC5,720,000.00) and its replacement at page 25 clause 33.1 of the contract with a fresh page containing the bloated figure of Ten Million Four Hundred Thousand cedis (GHC10,400,000.00) to make it appear as if it is the contract executed by the previous Acting Chief Executive.

 3.3 The complaint also alleged that the Public Procurement Authority approved the

award of the contract in the sum of Five Million Seven Hundred and Twenty Thousand cedis (GHC5,720,000.00) on 16 January 2020 and that no approval was sought for the inflated figure of Ten Million Four Hundred Thousand cedis (GHC10,400,000.00).

3.4 The complaint further alleged that though the contract has expired, NDA has gone ahead to implement same and paid about Three Million cedis (GHC3,000,000.00) and that there was an attempt to pay an additional Five Million cedis (5,000,000.00).

 3.5 Prior to the filing of the complaint by Mr. Kpebu, the Chief of Staff at the

Presidency had been petitioned on 11 January 2022 by a former Acting Chief Executive of NDA, Dr. Alhassan Sulemana Anamzoya on the same matter. In his petition titled – *Falsification of A&QS Contract under the IPEP* – Dr. Anamzoya stated that his attention had been drawn to a document purportedly signed by him awarding a contract in the sum of Ten Million Four Hundred Thousand cedis (GHC10,400,000.00) to A&QS by NDA under the IPEP.

3.6 Dr. Anamzoya denied executing any such contract. He claimed that on 28 January 2020, he signed (for and on behalf of NDA) a contract awarded by NDA to A&QS in the sum of Five Million Seven Hundred and Twenty Thousand cedis (GHC5,720,000.00) based on an approval by the Public Procurement Authority (hereafter, PPA) dated 16 January 2020. He contended that the document containing the contract sum of Ten Million Four Hundred Thousand cedis (GHC10,400,000.00) was doctored by the transposition of his signature onto that document, which numbering does not tally with the remaining pages of the document.

 3.7 Dr. Anamzoya’s object of petitioning the Chief of Staff was twofold – to expose

the perpetrators for punishment and to clear his name.

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 **4.0 Investigation**

 4.1 The Special Prosecutor, upon determining that the complaint was within the

mandate of the OSP, authorised the commencement of preliminary investigation into the matter in accordance with regulation 5(1)(b) and subsequently, a full investigation under regulations 5(1)(c) and 6 of the Office of the Special Prosecutor (Operations) Regulations, 2018 (L.I. 2374).

 4.2 The preliminary and full investigations were conducted with as little intrusion

into the privacy of individuals and the business operations of corporate entities as the circumstances permitted.

4.3 The OSP interviewed twenty (20) persons over a period of four (4) months, as part of the investigation – which was multi-pronged and spanned a period of six (6) months. The identities of the interviewees are disclosed where necessary.

**5.0 Findings**

 5.1 On 12 July 2019, the Ministry of Finance granted the three (3) development

authorities commencement certificate for the implementation of priority projects under the IPEP. In respect of NDA, it was to undertake constituency specific projects in the fifty-seven (57) constituencies of the Northern Development Zone amounting to Two Hundred and Sixty-Six Million Seven Hundred and Sixty Thousand cedis (GHC266,760,000.00). The communication from the Ministry of Finance contained an approval to NDA for the engagement of consultants for the supervision of specific projects to the tune of Twenty-Nine Million Six Hundred and Forty Thousand cedis (GHC29,640,000.00) – being a little over eleven (11) percent of the total amount of contractual work.

5.2 On 29 August 2019, the then Acting Chief Executive of NDA, Dr. Majeed Abdul Haroun requested approval from PPA to engage the services of two (2) consulting firms – A&Qs and Associate Beaver Consult for the implementation of NDA’s IPEP at a contract sum of Twenty-Nine Million Six Hundred and Forty Thousand cedis (GHC29,640,000.00). The request proposed to allot sixteen (16) constituencies to Associate Beaver Consult at an amount of Eight Million Three Hundred and Twenty Thousand cedis (GHC8,320,000.00) and forty-one (41) constituencies across four (4) regions to A&QS at an amount of Twenty-One Million Three Hundred and Twenty Thousand cedis (GHC21,320,000.00).

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5.3 After a request for further particulars by PPA on 20 September 2019 and a satisfaction of the request by NDA, PPA granted approval to NDA’s request by a letter dated 17 October 2019.

5.4 It is quite obvious, on a simple mathematical reckoning, though not stated on

NDA’s request to PPA and the latter’s approval, that the consultancy work was at a contractual sum of Five Hundred and Twenty Thousand cedis (GHC520,000.00) *per* constituency. That is to say – the full contractual sum for a consulting entity was arrived at by a simple arithmetic of multiplying the number of constituencies allotted to the consultant in question by the amount of Five Hundred and Twenty Thousand cedis (GHC520,000.00). And this was the unwritten but straightforward and apparent principle guiding NDA’s implementation of the IPEP on the basis of the July 2019 commencement certificate.

5.5 In December 2019, Dr. Haroun’s appointment was terminated. At the time of his exit as Acting Chief Executive of NDA, the two (2) procured companies – A&QS and Associate Beaver Consult – had not been notified of any award of a contract, and no contract had been executed between NDA and either consulting entity for the commencement of the respective projects.

5.6 There appeared to be a framework document which had the signatures of Dr. Haroun and the Chief Executive of A&QS, Mr. Andrew Kuundaari. However, the signatures were not witnessed. Then again, the document had no deliverables on the nature of the work to be performed by A&QS. It had no contract sum and it had neither a commencement date nor a date for the contract period. Mr. Kuundaari did not read the framework document and he did not know its contents since it had always remained in the custody of Mr. Stephen Yir-eru Engmen, the Deputy Chief Executive of NDA in charge of Operations. It was evident and clear to every relevant person that no contract had been signed between NDA and A&QS at the time of Dr. Haroun’s departure. However, Mr. Kuundaari and Mr. Engmen would subsequently point to the framework document in an attempt to justify their actions.

5.7 Dr. Alhassan Sulemana Anamzoya assumed office as Acting Chief Executive of NDA on 13 December 2019. The advent of Dr. Anamzoya heralded a change in policy in respect of the allotment of constituencies to the procured companies. The Board and Management of NDA reckoned that the consultancy services should be spread wider beyond two (2) consulting entities to five (5) and that a consulting outfit would be restricted to work within a single administrative region to avoid a straddling of regions. This was intended to fast track the progress of work.

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5.8 Consequently, by a letter dated 15 January 2020, NDA requested PPA for

approval to amend the initial approval dated 17 October 2019 for the implementation of the IPEP at a total cost of Twenty-Nine Million Six Hundred and Forty Thousand cedis (GHC29,640,000.00) with a breakdown as follows:

Northern Region 18 Constituencies GHC9,360,000.00 Associate Beaver Consult Savannah Region 7 Constituencies GHC3,640,000.00 AESL

North East Region 6 Constituencies GHC3,120,000.00 A.B. Akamara Limited Upper East Region 15 Constituencies GHC7,800,000.00 CPM Africa Limited Upper West Region 11 Constituencies GHC5,720,000.00 A&QS Consortium Limited

5.9 Thus, the new policy reduced the fortunes of A&QS under the IPEP from forty-one (41) to eleven (11) constituencies and from projected total consultancy fees of Twenty-One Million Three Hundred and Twenty Thousand cedis (GHC21,320,000.00) to Five Million Seven Hundred and Twenty Thousand cedis (GHC5,720,000.00).

5.10 It is again quite obvious, on a simple mathematical reckoning, that the consultancy work was at a contractual sum of Five Hundred and Twenty Thousand cedis (GHC520,000.00) *per* constituency.

5.11 By a letter dated 16 January 2020, PPA granted approval to the application by NDA to amend the number of the consulting entities and the number of constituencies allotted initially to A&QS and Associate Beaver Consult. Thus, the procurement process by NDA for the implementation of the IPEP as at 16 January 2020 was that A&QS was to be awarded consultancy supervision for constituency specific projects in eleven (11) constituencies in the Upper West Region, namely: Daffiama-Bussie-Issa, Jirapa, Lambussie, Lawra, Nadowli Kaleo, Nandom, Sissala East, Sissala West, Wa East, Wa Central, and Wa West.

5.12 The evidence points irresistibly to the fact that on 28 January 2020, NDA (represented by Dr. Anamzoya) executed five (5) contracts respectively in favour of the five (5) procured consulting entities in accordance with the dictates of the 16 January 2020 PPA amended approval. And that in respect of A&QS, its contract was for the provision of consultancy services for specific projects under the IPEP in the eleven (11) constituencies in the Upper West Region at a total contract sum of Five Million Seven Hundred and Twenty Thousand cedis (GHC5,720,000.00).

5.13 From 28 January 2020, when Dr. Anamzoya executed the contracts, to 31 March 2021 when his appointment was terminated, the relationship between NDA and A&QS was marked by some considerable turbulence, evidenced by the tone of correspondence between Dr. Anamzoya and Mr. Kuundaari. Though not

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actually stated in any of the letters, the tone of his responses to Dr. Anamzoya’s queries pointed to a natural expression of displeasure on Mr. Kuundaari’s part at the turn of events in respect of the very reduced would-have-been position of A&QS from forty-one (41) to eleven (11) constituencies.

5.14 On Dr. Anamzoya’s part, there was marked consternation underlying his letters addressed to Mr. Kuundaari. The former, understandably, disapproved of the conduct of the latter. This was largely attributable to inexplicable invoices submitted to NDA by A&QS for payment and which were consistently refused by Dr. Anamzoya who demanded the basis for the claims.

5.15 Mr. Kuundaari knew fully well that the initial procurement process was scrapped and never completed. And that it had no effect and it was not operable. He was fully aware that the operative regime was the PPA approval of 16 January 2020. He had actual knowledge that the intended forty-one (41) constituencies to be allotted to A&QS under the IPEP for consultancy supervision for constituency specific projects had been reduced to eleven (11) constituencies in the Upper West Region at a total contract sum of Five Million Seven Hundred and Twenty Thousand cedis (GHC5,720,000.00), yet he continued to vex NDA by submitting invoices which were inconsistent with the PPA approval and the contractual position of A&QS.

5.16 The conduct of Mr. Kuundaari suggested that, as far as he was concerned, the total contract sum and the number of constituencies allotted to A&QS under the PPA approval for NDA’s implementation of the IPEP was a fluid proposition and it was in such a state of flux that he could twist and turn anytime to suit his purposes.

5.17 Thus, by a letter dated 10 February 2020, Mr. Kuundaari, for reasons unfathomable, submitted what he described as a final list and estimates for IPEP projects of thirteen (13) constituencies on behalf of A&QS for the consideration of NDA. These comprised the eleven (11) constituencies in the Upper West Region and two (2) other constituencies in the Savannah Region – Bole Bamboi and Sawla-Tuna-Kalba. This was so though Mr. Kuundaari had been fully apprised, just two weeks prior, that A&QS had been restricted to an allotment of eleven (11) constituencies in the Upper West Region.

5.18 Then came two (2) prominent invoices submitted by Mr. Kuundaari on behalf of A&QS before the exit of Dr. Anamzoya. The first was transmitted by a letter dated 20 April 2020 for pre-contract professional consultancy fees of an amount of Ten Million Six Hundred and Sixty Thousand cedis (GHC10,660,000.00) for inception design of brief report and submission of engineering design,

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preparation of drawings, cost estimates and tender documents, with an outstanding amount of Two Million Eight Hundred and Sixty Thousand (GHC2,860,000.00) described as representing tendering and construction supervision of eleven (11) constituencies. Mr. Kuundaari stated the total contract sum or financial position in this invoice as Thirteen Million Five Hundred and Twenty Thousand cedis (GHC13,520,000.00). The stated total contract sum in that invoice was seemingly plucked out of the air by Mr. Kuundaari, without any reference to the actual contractual relationship between NDA and A&QS.

5.19 In effect, A&QS was claiming fifty percent (50%) of the sum stated under the cancelled and inoperable October 2019 procurement process. The outlandishness of the demand is quite obvious – in terms of the basis of the claim, the amount claimed, and the quantum of the percentage as pre-contract fees as matched against the would-have-been but cancelled total contract sum.

5.20 The second invoice was covered by a letter dated 26 June 2020. It was for pre-contract professional consultancy fee of an amount of Three Million One Hundred and Twenty Thousand cedis (GHC3,120,000.00) for inception design of brief report and submission of engineering design, preparation of drawings, cost estimates and tender documents. This figure was represented as thirty percent (30%) of a total contract sum or total financial position of Ten Million Four Hundred Thousand cedis (GHC10,400,000.00) with a stated outstanding balance of Seven Million Two Hundred and Eighty Thousand cedis (GHC7,280,000.00) described as representing tendering and construction supervision of eleven (11) constituencies. The baselessness of this invoice was also clear, at least, in terms of the stated total contract sum and consultancy fee for eleven (11) constituencies. And there was no apparent reason or justification for the stated total contract sum of Ten Million Four Hundred Thousand cedis (GHC10,400,000.00).

5.21 It is recalled that the total contract sum for the eleven (11) constituencies allotted to A&QS under the operative PPA approval of 16 January 2020 was Five Million Seven Hundred and Twenty Thousand cedis (GHC5,720,000.00). It is also recalled that the principle for the determination of the total contract sum under NDA’s implementation of the IPEP, on a simple mathematical reckoning, was Five Hundred and Twenty Thousand cedis (GHC520,000.00) *per* constituency.

5.22 Therefore, the amounts of Ten Million Six Hundred and Sixty Thousand cedis (GHC10,660,000.00) and Two Million Eight Hundred and Sixty Thousand (GHC2,860,000.00) described as representing tendering and construction supervision of eleven (11) constituencies and Thirteen Million Five Hundred and Twenty Thousand cedis (GHC13,520,000.00) described as total contract sum or

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total financial position appearing in the 20 April 2020 invoice; and the amounts of Ten Million Four Hundred Thousand cedis (GHC10,400,000.00) as total contract sum or total financial position and Seven Million Two Hundred and Eighty Thousand cedis (GHC7,280,000.00) as tendering and construction supervision of eleven (11) constituencies stated in the 26 June 2020 invoice were totally alien and had no reference whatsoever to the actual contractual relationship between NDA and A&QS.

5.23 This is because the entire arrangement before the 16 January 2020 PPA approval neither became operational nor had effect. No contract was lawfully awarded and no contract was executed prior to that regime. Consequently, the claimed amount of Ten Million Six Hundred and Sixty Thousand cedis (GHC10,660,000.00) in the 20 April 2020 invoice was unsupportable. And even if the arrangement before the award and execution of a contract is to be countenanced, the pre-contract work would be reckoned and factored into the total contract sum in respect of the eleven (11) constituencies and not outside of that province as a stand-alone payable fee.

5.24 Then again, the prevailing PPA approval was clear on the total contract sum of Five Million Seven Hundred and Twenty Thousand cedis (GHC5,720,000.00), and no stretch of the legal or financial imagination could extend the total contract sum to Ten Million Four Hundred Thousand cedis (GHC10,400,000.00) as claimed by A&QS in the 26 June 2020 invoice, alleged pre-contract work notwithstanding.

5.25 Further, the claimed outstanding amount of Seven Million Two Hundred and Eighty Thousand cedis (GHC7,280,000.00) stated as representing tendering and construction supervision of eleven (11) constituencies was simply a disingenuous creation by Mr. Kuundaari and nothing more. A simple arithmetic division of Seven Million Two Hundred and Eighty Thousand cedis (GHC7,280,000.00) divided over Five Hundred and Twenty Thousand cedis (GHC520,000.00) *per* constituency would result in the allotment of fourteen (14) constituencies to A&QS – three (3) more than the actual number. It is instructive that Mr. Kuundaari captured the correct number of eleven (11) constituencies on the invoice, and yet he still contrived to pad the figure up above Five Million Seven Hundred and Twenty Thousand cedis (GHC5,720,000.00).

5.26 The claimed total financial position or contract sum of Thirteen Million Five Hundred and Twenty Thousand cedis (GHC13,520,000.00) and the amount of Two Million Eight Hundred and Sixty Thousand (GHC2,860,000.00) described as representing tendering and construction supervision of eleven (11) constituencies in the 20 April 2022 invoice are another fantastic creation by Mr.

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Kuundaari. Those figures cannot be applied to or referenced by any construct in the contractual relationship between NDA and A&QS to render them sensible.

5.27 Mr. Kuundaari’s submission of the invoices was borne of mischief. The invoices were the building blocks of a carefully staged design to directly and indirectly influence the public procurement process to obtain an unfair advantage in the award of a procurement contract by NDA to A&QS under the IPEP.

5.28 It seems that none of the invoices submitted by A&QS was honoured during the tenure of Dr. Anamzoya since he did not appear to be satisfied with that company’s responses to his queries as to the basis of the invoicing. However, unbeknownst to Dr. Anamzoya, a chain of events, which culminated in Mr. Kpebu’s complaint and this investigation, had been set in motion in August 2019 by a letter authored by Mr. Engmen and addressed to Mr. Kuundaari – before Dr. Anamzoya took office in December 2019. The quest to get the scheme effected was actively pursued during Dr. Anamzoya’s tenure. It was only a question of whether he would give his assent, knowingly or unknowingly. Dr. Anamzoya suspected that something untoward was afoot. And that must have informed his spirited opposition to the invoices submitted by Mr. Kuundaari on behalf of A&QS. Dr. Anamzoya was standing in the way of the design, though it appears he may not have fully grasped its scope to effectively quash it. As things stood, the enterprise to rig the public procurement system under NDA’s implementation of the IPEP in favour of A&QS by bloating the total contract price was very much alive at the time of Dr. Anamzoya’s departure. It merely required a willing Chief Executive to get it executed.

5.29 A three-member interim committee was put in charge of NDA for a short period after Dr. Anamzoya’s exit. The Authority did not appear to have a stabilised management and this stage was marked by seeming uneventfulness in respect of the subject of the investigation, though A&QS kept up its demands for payment.

5.30 Mr. Kuundaari followed up the 26 June 2020 invoice with another invoice dated 27 May 2021 on behalf of A&QS for post contract consultancy services for the implementation of projects under the IPEP at an agreed pre-contract fee of Seven Million Four Hundred and Eighty-Eight Thousand cedis (GHC7,488,000.00) less previous payment of Three Million One Hundred and Twenty Thousand cedis (GHC3,120,000.00) and an amount payable of Four Million Three Hundred and Sixty-Eight Thousand cedis (GHC4,368,000.00). Yet again, no such arrangement or agreement was produced by Mr. Kuundaari.