

**REPORT OF THE COMMITTEE ON ROADS AND TRANSPORT ON THE CONTRACT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GHANA (REPRESENTED BY THE MINISTRY OF ROADS AND HIGHWAYS ACTING THROUGH THE GHANA HIGHWAY AUTHORITY) AND QGMI CONSTRUCCIONES E INFRAESTRUCTURAS GLOBALES S.L.U. FOR AN AMOUNT OF NINETY-SIX MILLION, THREE HUNDRED AND FORTY-FIVE THOUSAND FIVE HUNDRED AND SIX UNITED STATES DOLLARS AND THIRTY-SEVEN CENTS US\$96,345,506.37 ([EQUIVALENT TO €88,000,000.00]) FOR THE DESIGN AND CONSTRUCTION OF THREE (3) BRIDGES IN THE NORTHERN REGION [LOT 1: DESIGN AND CONSTRUCTION OF BRIDGE OVER THE BLACK VOLTA AT BUIPE, SPAN 240 M; LOT 2: DESIGN AND CONSTRUCTION OF BRIDGE OVER WHITE VOLTA AT YAPEI, SPAN 240M; LOT 3 DESIGN AND CONSTRUCTION OF BRIDGE OVER WHITE VOLTA AT DABOYA, SPAN 300M]**

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## **1. INTRODUCTION**

The Hon Minister for Roads and Highways, Mr. Kwasi Amoako-Attah on Tuesday, 19<sup>th</sup> July, 2022 laid before the House, the Contract Agreement between the Government of the Republic of Ghana (represented by the Ministry of Roads and Highways acting through the Ghana Highway Authority) and QGMI Construcciones E Infraestructuras Globales S. L. U for an amount of Ninety-six million Three Hundred and Forty-five thousand and six United States dollars and thirty-seven cents US\$96,345,506.37 ([equivalent to €88,000,000.00]) for the design and construction of three (3) Bridges in the Northern Region [Lot 1: Design and Construction of bridges over the Black Volta at Buipe, Span 240m; Lot 2 design and construction of bridges over the white Volta at Yapei, Span 240m; Lot 3 Design and construction of bridges over white Volta at Daboya, Span 300m]

The Contract Agreement was referred to the Committee on Roads and Transport for consideration and report in accordance with Article 103 of the 1992 Constitution of the Republic of Ghana and Order 189 of the Standing Orders of Parliament.

It is worth mentioning that the Term Loan Facility Agreement for an amount of Four Million, Five Hundred and Twenty-Seven Thousand, Sixty – Three Euros and Fifty-Four Cents (€4,527,063.54) has been considered by the Finance Committee.

The Committee met the Deputy Ministers for Roads and Highways, Hon Mavis Nkansah-Boadu and Hon Stephen Jalulah and Officials from the Ministry of Roads and Highways on Thursday, 21<sup>st</sup> July, 2022 and considered the referral. The Committee is grateful to the Hon. Deputy Ministers and Officials from the Ministry for assisting the Committee on its deliberations.

## **2. REFERENCE DOCUMENTS**

The Committee made reference to the under listed documents during the consideration of the agreement.

- i. The 1992 Constitution of the Republic of Ghana
- ii. The Standing Orders of Parliament

The Contract Agreement between the Government of the Republic of Ghana (represented by the Ministry of Roads and Highways acting the Ghana Highway Authority) QGMI Construcciones E Infraestructuras Globales S. L. U for an amount of Ninety-Six million Three Hundred and Forty-Five Thousand, Five Hundred and Six United States dollars and Thirty-Seven Cents US\$96,345,506.37 ([equivalent to €88,000,000.00]) for the design and construction of three (3) Bridges in the Northern Region [Lot 1: Design and Construction of Bridges over the Black Volta at Buipe, Span 240m; Lot 2 design and construction of bridges over the white Volta at Yapei, Span 240m; Lot 3 Design and construction of bridges over white Volta at Daboya, Span 300m]

## **3. BACKGROUND**

The Government of the Republic of Ghana and for that matter the Ministry of Roads and Highways is undertaking a programme to rehabilitate and upgrade weak and broken log bridges with short and medium span steel, composite bridges and the construction of major box culverts and bridges over the water crossings. This is to reduce the bottlenecks on the Nation's road network.

The Yapei and Buipe bridges constructed in 1964 are the main bridges that connects the section between Kintampo and Tamale over the Black and White Volta for the transportation of goods and passengers in and through the Northern part of Ghana.

Inspection undertaken on these bridges indicates that defects such as cracking, depression, and spalling and fatigue the failure of the deck and corrosion of steel are due to water leakages through the deck slab joints. The bridges are becoming impassable and posing imminent risk for passengers. These structural problems are causing excessive stress on the bridge causing concrete to crack especially due to the increase axle loads. The existing bridges over the Black Volta and the White Volta at Buipe and Yapei respectively has deteriorated at a fast pace and has outstripped its usefulness.

The deteriorating nature of the bridge on the White Volta River at Daboya is not different. Currently, the Daboya Bridge is weak and commuter can only cross that section using canoes. The Construction of a bridge over the White Volta would provide direct connectivity between Daboya and Tamale through Tolon.



#### **4. JUSTIFICATION**

The Government of Ghana recognises the important role that accessibility to road infrastructure plays in poverty reduction, fostering regional integration and enhancing economic development through the facilitation of income generating activities that are linked to agriculture and other sectors of the economy.

The Socio-economic implication on the state of these three bridges if not addressed, would not only increase transport costs for households and businesses that have to make the long detours through alternative routes but also disrupt international vehicular traffic to landlocked countries.

The construction of the bridges will enhance market accessibility that would significantly increase the income of the people living along and

within the project areas. Health and educational centres in the region will also be enhanced.

Consequently, there will be substantial improvement in the transportation of goods and services in and outside those areas.

## **5. OBJECTIVE OF THE PROJECT**

The objective of these projects is to improve transport connectivity between the North and South and to enhance trade facilitation between Ghana and its neighbouring countries and also to increase access to markets, hospital, schools and other socio-cultural activities.

## **6. SCOPE OF THE PROJECT**

The Scope of the works comprise design and build contract which consists of designing and construction of the three (3) bridges in Yapei, Bupei, and Daboya and approach roads. It includes the engineering, construction, labour materials and equipment to build new bridges, weighbridge and toll booths and rest stops.

The works also include:

- a. Geotechnical investigations;
- b. Topographical survey in accordance with the Ministry of Roads and Highways Standard Specification for Road and Bridge works;
- c. The design of the bridges including;
  - i. Detailed engineering design of the bridges and approach roads using the following parameters:
    - Bridges of widths of 12.5m and approximate lengths of 240m
    - Effective temperature range of +8oC and 51oC
    - Seismic Loading taken as 8% total dead load
    - Bridges decks and girders with reinforced concrete units and/or composite decking with steel girder system or reinforced concrete piers and abutment
  - ii. Production of construction and design drawings; and
  - iii. Provide a maintenance manual for the completed new bridges.
- d. Use of the following design criteria

The designs of the bridges will be in accordance with;

- MRH Standard Specification for Road and Bridge Works
- Pavement Design Guide
- Loads for the Highways and Bridges
- Standard Details, Road Signs and Markings for Urban and Trunk Roads
- GHA Test Manual
- ISO 9001 – Quality Management Systems
- Eurocode 0, 1, 2, 3 and 4 for Design of Structures, Concrete, Steel and Composite Structures.

## 7. OBSERVATIONS AND RECOMMENDATIONS

### i. Cost of Project

The Committee noted that the total cost for the construction of the three (3) bridges in the Northern Region is €88,000,000.00. The breakdown is shown in table 1 below.

Table 1: Bridge Project Budget Summary

		<b>BUIPE</b>	<b>YAPEI</b>	<b>DABOYA</b>	<b>GRAND TOTAL</b>
<b>Item</b>	<b>Description</b>	<b>Amount (EURO)</b>	<b>Amount (EURO)</b>	<b>Amount (EURO)</b>	<b>Amount (EURO)</b>
1.	Project Design	€ 1,206,619.02	€ 1,226,885.50	€ 1,417,245.50	€ 3,850,750.02
2.	Mobilization and Camp Site	€ 482,647.61	€ 490,754.20	€ 566,898.20	€ 1,540,300.01
3.	<b>Bridge</b>				
3.1	Foundation	€ 3,979,762.57	€ 4,042,134.51	€ 4,631,721.07	€ 12,653,618.15
3.2	Abutments and Columns	€ 2,653,175.04	€ 2,694,756.34	€ 3,087,814.04	€ 8,435,745.43
3.3	Composite Structure	€ 15,422,186.71	€ 15,653,336.39	€ 16,982,977.25	€ 48,058,500.34
3.4	Miscellaneous	€ 795,952.52	€ 808,426.90	€ 926,344.22	€ 2,530,723.63
4.	Road Works	€ 2,653,175.04	€ 2,694,756.34	€ 2,818,995.84	€ 8,166,927.23

5.	Provisional Sums for the Employer's supervision	€ 815,952.26	€ 815,952.26	€ 815,952.26	€ 815,952.26
	<b>Subtotal (A)</b>	<b>€ 28,009,470.77</b>	<b>€ 28,427,002.44</b>	<b>€ 31,247,948.37</b>	<b>€ 87,684,421.58</b>
	<b>TRAINING (Provisional Sum) (B)</b>	€ 315,578.40			
	<b>GRAND TOTAL (A) + (B)</b>	<b>€ 88,000,000.00</b>			

**ii. Project Duration**

The Committee was informed that the time for the completion of the project would be 24 months from the commencement date.

**iii. Advance Payment**

The Committee noted that a provision has been made for an Advance Payment of 15 per cent of the Accepted Contract Amount to be made in one (1) instalment only. Repayment amortisation is 20 per cent and repayment for the advance payment can only commence in the Payment Certification following the Advance payment.

**iv. Performance Security**

As part of safeguard measures to make the Contractor perform to specifications and on schedule, the Committee learnt that the Contractor is required to provide a performance security (at his cost) before the disbursement of the Advance Payment in the form of a Bank Guarantee from a bank acceptable to the employer for an amount equivalent to 10 per cent of the Accepted Contract Amount.

**v. Variation of Works**

The Committee observed that with regard to variation of Works, the contractor is bound by each variation, unless the Contractor promptly gives notice to the Engineer stating with supporting particulars that;

- The Contractor cannot readily obtain the goods required hence, the Variation
- Not varying will reduce the safety or suitability of the Works;
- Not varying the Works will have an adverse impact on the achievement of the Schedule of Guarantees;
- Such Variation will result in the cumulative reduction in the Accepted Contract Amount by more than 15 per cent; or
- Such variation triggers a substantial change in the type, sequence or progress of the Works.

The contractor is again not required to make any alteration and/or modifications of the Permanent Works, unless and until the Engineer instructs or approves a variation.

**vi. Defects Liability Period**

The Committee noted that the Contract provides for Defects Notification Period of one year for this project to be calculated from the date of the taking over certificate for the bridges.

**vii. Right of Access to the Site**

The Committee again observed that, the employer is required to give the Contractor right of access to, and possession of all parts of the site within twenty-one (21) days after the approval of the Performance Security and Insurance and not later than the commencement date.

**viii. Value for Money Audit**

The Committee noted that even though Value for Money (VFM) audit was conditions precedent for the Contract agreement to come into full force, it was not submitted.

In this regard the Committee urged the Ministry to ensure that the Value for Money Audit Report is completed and incorporated into the final design and furnished with a copy.

**ix. Insurance for the Work**

The Committee observed that the Contractor is required to submit evidence of insurance policies by fourteen (14) and thirty (30) days respectively. The maximum amount of deductibles is the equivalent of \$5,000 per occurrence while the minimum amount of third party insurance is the equivalent of \$1,000,000 per occurrence with the number of occurrence unlimited.

**x. Local Content**

The Committee observed that 30% of works have been reserved for Ghanaian contractors. Provision have also been made for indigenes and other skilled workers as well as the purchase and usage of local materials to boost the economy.

**xi. Setting up of Regional Laboratory**

The Committee learnt that one benefit of the proposed project would be the provision of a Regional Laboratory to test quality and strength for construction materials such as aggregates for roads and other civil works.

**xii. Environmental / Social Impact Assessment**

The Committee observed that the Agreement requires that the project implementors exercise all necessary precautions for the environment, health and safety to comply with Ghana's Environmental laws, notably Act 490.

**xiii. Construction of a Toll Plaza**

The Committee noted with concern why the construction of a toll plaza was included in the scope of the project in an era where the payment and collection of road tolls have been suspended throughout the country.

The Committee was however, informed that, discussions on the re-introduction of tolling are still ongoing and will be finalised in due course.



**xiv. Financial Impact**

The Committee observed that the commercial contract sum for this project will be fully paid from the proceeds of the loan to be contracted by the Ministry of Finance on behalf of the Republic of Ghana. The Committee noted, this project was factored in the assessment which informed the Government's Medium-Term Debt Strategy (MTDS).

**8. CONCLUSION**

The construction of these three bridges will undoubtedly, enhance movement of people and trade which will also impact positively on the socio-economic development of the populace within and outside the country.

The Committee therefore, recommends to the House to adopt its report and approve the Contract Agreement between the Government of the Republic of Ghana (represented by the Ministry of Roads and Highways acting through the Ghana Highway Authority) QGMI Construcciones E Infraestructuras Globales S. L. U for an amount of Ninety-Six Million Three Hundred and Forty-Five Thousand Five Hundred and Six United States Dollars and Thirty-Seven Cents US\$96,345,506.37 ((equivalent to €88,000,000.00))for the design and construction of three (3) Bridges in the Northern Region [Lot 1: Design and Construction of Bridges over the Black Volta at Buipe, Span 240m; Lot 2 design and construction of bridges over the White Volta at Yapei, Span 240m; Lot 3 Design and Construction of Bridges over white Volta at Daboya, Span 300m]

Respectfully submitted,



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**CHAIRMAN, COMMITTEE ON**  
**ROADS AND TRANSPORT**

PARLIAMENT OF GHANA LIBRARY



**MRS. EUNICE K. ABEKA**  
**FOR HEAD OF CLUSTER**  
**INFRASTRUCTURE AND SECURITY**

