

OFFICE OF THE ATTORNEY GENERAL
AND MINISTRY OF JUSTICE
PROSECUTIONS DIVISION
P. O. BOX 50
ACCRA

**IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
ACCRA - A.D. 2021**

CR/0198/2021
Case No:

THE REPUBLIC
VRS

1. CASSIEL ATO FORSON
2. SYLVESTER ANEMANA
3. RICHARD JAKPA

Filed on 23-12-2021
at 1:30 pm
Registrar
HIGH COURT
AND COURT OF APPEALS
ACCRA

Count One

Statement of Offence

Wilfully causing financial loss to the Republic contrary to section 179A(3)(a) of the Criminal Offences Act, 1960 (Act 29).

Particulars of Offence

Cassiel Ato Forson between August 2014 and April 2016 in Accra in the Greater Accra Region of the Republic of Ghana wilfully caused financial loss of €2,370,000 to the Republic by authorising irrevocable letters of credit valued at €3,950,000 to be established out of which payments amounting to €2,370,000 were made to Big Sea General Trading Ltd of Dubai for the supply of vehicles purporting to be ambulances without due cause and authorisation.

Count Two

Statement of Offence

Abetment of crime namely, wilfully causing financial loss to the Republic contrary to sections 20(1) and 179A(3)(a) of the Criminal Offences Act, 1960 (Act 29).

Particulars of Offence

Sylvester Anemana between August 2014 and April 2016 in Accra in the Greater-Accra Region of the Republic of Ghana abetted Cassiel Ato Forson to wilfully cause financial loss of €2,370,000 to the Republic by facilitating Cassiel Ato Forson's authorisation of irrevocable Letters of Credit under which payments were made to Big Sea General Trading Ltd of Dubai for the supply of vehicles purporting to be ambulances without due cause and authorisation.

Count Three

Statement of Offence

Wilfully causing financial loss to the Republic contrary to section 179A(2) of the Criminal Offences Act, 1960 (Act 29).

Particulars of Offence

Richard Jakpa between August 2014 and April 2016 in Accra in the Greater-Accra Region of the Republic of Ghana wilfully caused financial loss of €2,370,000 to the Republic by intentionally causing vehicles purporting to be ambulances to be supplied to the Republic of Ghana by Big Sea General Trading Ltd of Dubai without due cause.

Count Four

Statement of Offence

Contravention of the Public Procurement Act, 2003 contrary to section 92(2)(b) of the Public Procurement Act, 2003 (Act 663).

Particulars of Offence

Sylvester Anemana in November 2012 in Accra in the Greater-Accra Region of the Republic of Ghana breached the Public Procurement Act by making false representations in order to indirectly influence the procurement process for the purpose of obtaining an unfair advantage in the award of a single sourced contract to Big Sea General Trading Ltd of Dubai for the supply of ambulances.

Count Five

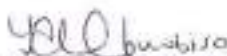
Statement of Offence

Intentionally misapplying public property contrary to section 1(2) of the Public Property Protection Act, 1977 (SMCD 140).

Particulars of Offence

Cassiel Ato Forson between 2014 and 2016 in Accra in the Greater-Accra Region of the Republic of Ghana intentionally misapplied the sum of €2,370,000 being public property by causing irrevocable Letters of Credit to be established against the budget of the Ministry of Health in favour of Big Sea General Trading Ltd of Dubai for the supply of vehicles purporting to be ambulances without due cause and authorisation.

DATED AT THE OFFICE OF THE ATTORNEY-GENERAL THIS 23RD DAY OF DECEMBER 2021.



**YVONNE ATAKORA OBUOBISA
DIRECTOR OF PUBLIC PROSECUTIONS
FOR: ATTORNEY-GENERAL**

**THE REGISTRAR
HIGH COURT
ACCRA**

THE REPUBLIC

VRS

- 1. CASSIEL ATO BAAH FORSON**
- 2. SYLVESTER ANEMANA**
- 3. RICHARD JAKPA**

Facts of Case

The 1st accused person, Cassiel Ato Baah Forson, was the Deputy Minister for Finance from 2013 to 6th January 2017. The 2nd accused person, Sylvester Anemana, was at all material times the Chief Director of the Ministry of Health. The 3rd accused person, Richard Jakpa, was at all material times the local representative of Big Sea General Trading Limited, a company based in Dubai.

In the year 2009, the President of the Republic of Ghana indicated in his message on the state of the nation delivered to Parliament that new ambulances would be procured to expand the existing fleet to enable many districts to be covered by the National Ambulance Service. Following this address, the Ministry of Health (MOH) initiated action to acquire more ambulances. The 3rd accused person, using his company Jakpa at Business, presented a proposal and term loan to MOH which he claimed to have arranged from Stanbic Bank to finance the supply of 200 ambulances to the Government.

On 22nd December, 2011, Cabinet endorsed an Executive Approval that had been granted for a joint memorandum submitted by the Minister for Health and the Deputy Minister for Finance and Economic Planning for the purchase of two hundred (200) ambulances for the National Ambulance Service (NAS), out of a medium term loan facility of fifteen million, eight hundred thousand Euros (€15,800,000.00) to be paid out of a credit arrangement between Stanbic Bank Ghana Limited and Government of Ghana through the Ministry of Finance.

By a joint memorandum dated 30th April 2012, the Minister for Finance, Dr. Kwabena Duffuor, and the Minister for Health, Alban S. K. Bagbin, applied for parliamentary approval for the supply of 200 ambulances at a price of €15,800,000.00 to be paid out of a credit arrangement between Stanbic Bank Ghana Limited and Government of Ghana through the Ministry of Finance. This memorandum to Parliament did not make reference to any role to be played by either Big Sea General Trading Limited (Big Sea), Dubai, UAE or the agents for Big Sea, Jakpa at Business Limited in the transaction. It also did

not refer to the terms under which the ambulances would be procured or the terms under which the two companies would be involved in the transaction.

On 1st November 2012, Parliament granted approval for the financing agreement between Government of Ghana and Stanbic Bank Ghana Limited for the procurement of the 200 ambulances.

By a letter dated 19th November 2012, the 2nd accused person, who was then the Chief Director at the Ministry of Health, requested approval from the Public Procurement Authority (PPA) to engage Big Sea through a process of single-sourcing for the supply of 200 ambulances. The letter falsely indicated that the reason for the single-sourcing was because Big Sea had arranged for funding for the project.

By an agreement dated 19th December 2012, the Government of Ghana, represented by the Ministry of Health, formally contracted with Big Sea General Trading LLC, based in Dubai, for the supply of 200 Mercedes Benz ambulances. The contract sum was fifteen million, eight hundred thousand Euros (€15,800,000.00) at a unit price of seventy-nine thousand Euros (€79,000).

According to the terms of the contract, the contract was to become effective upon the signature of both parties of the contract and when all governmental and other approvals had been obtained by both parties.

The terms of delivery, as per the Agreement, were that the first consignment of twenty-five (25) vehicles should be delivered within 120 days of execution of the agreement. The outstanding one hundred and seventy-five (175) vehicles were to be delivered in batches of 25 every thirty (30) days thereafter.

By the terms of the agreement, advance payment was prohibited. Also, payment for the purchase price of €15,800,000.00 was to be by "*raising an irrevocable and transferable Letter of Credit*" from Government of Ghana's bankers for the benefit of the Supplier. Upon delivery of every 50 ambulances, 25% of the purchase price was to be paid through confirmed letters of credit (LC) on sight of goods opened in favour of the supplier, upon submission of a number of documents specified in the agreement.

On 7th August 2014, the 1st accused person, Cassiel A. Forson wrote to the Bank of Ghana "*urgently requesting ... to establish the Letters of Credit for the supply of 50 ambulances amounting to EUR3,950,000 representing 25 percent of the contract sum, while arrangements are being made to perfect and sign the loan Agreement. in favour of Big Sea*".

On 12th August 2014, the 1st accused person wrote to the Controller and Accountant-General authorising the release of the sum of GHC806,688.75 (Eight Hundred and Six Thousand, Six Hundred and Eighty-Eight Ghana Cedis, Seventy-Five Ghana Pesewas) to the Minister for Health to enable him pay the bank charges covering the establishment of Letters of Credit (LCs) for the supply of 50 Mercedes Benz Ambulances and Related Services. He further

directed that the LCs should be charged to the budget of the Ministry of Health contrary to the Parliamentary approval on the funding for the supply of the ambulances.

The Controller and Accountant-General, on the authority of the letters dated 7th and 12th August 2014 written by the 1st accused person, wrote to the Bank of Ghana on 14th August 2014, authorising it to establish an irrevocable transferable Letters of Credit in the sum of €3,950,000 in favour of Big Sea.

A consignment of 10 ambulances which was shipped from Dubai on 22nd October 2014 arrived on 16th December 2014. A post-delivery inspection of the first batch of 10 ambulances revealed that same were without any medical equipment in them. Other fundamental defects included defects on the body of the vehicles and the patient compartment of the ambulances. Same were brought to the attention of Big Sea in a letter dated 11th February 2015 written by the 2nd accused, Sylvester Anemana.

By a reply dated 19th February 2015, Big Sea acknowledged the defects with the vehicles but indicated that they proceeded to ship the vehicles when they received the LCs on 18th August 2014. The company also stated that the second consignment of 10 vehicles with the same defects had been shipped 51 days before the date of the letter from the ministry. The company promised to send their technicians to fix all issues relating to the defects and train Ghanaian staff before handing over the ambulances.

The third batch of 10 vehicles were shipped on 12th February 2015. By this time, the second batch had already arrived at the Tema Port. All the 30 ambulances had the same fundamental defects stated above. A further inspection by Silver Star Auto Limited at the request of the Ministry of Health disclosed that the vehicles were not originally built as ambulances and were therefore not fit to be converted for that purpose. A total amount of €2,370,000 was paid for the 30 vehicles.

The 3rd accused person as the local representative of Big Sea, knowing that Big Sea had not shipped ambulances, still arranged with his principal to supply the purported ambulances and contracted with Big Sea to charge a commission of 28.5% on the proceeds of the supply of these vehicles purported to be ambulances to the Government of Ghana.

By a letter dated January 20, 2016, the then Minister for Health, Mr. Alex Segbefia, informed Big Sea that the vehicles did not meet ambulance specifications and were not fit for purpose. The Minister requested for an inspection of a well-equipped ambulance vehicle that meets specification by 20th February 2016.

Following this, a team led by the CEO of the National Ambulance Service proceeded to Dubai and held an inspection on 11th February 2016. After the visit to Dubai, Big Sea undertook to send a technical team to Ghana to rectify the defects. This has not been done.