

REPUBLIC OF GHANA

JOINT MEMORANDUM TO PARLIAMENT

BY

MINISTER FOR FINANCE

&

MINISTER FOR ROADS & HIGHWAYS

ON A

SDR 110.60 MILLION (US\$150.00 MILLION) CREDIT

FROM THE

INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) OF

THE WORLD BANK GROUP

TO FINANCE THE PROPOSED

TRANSPORT SECTOR IMPROVEMENT PROJECT

8TH **JUNE, 2018**

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DECISION REQUESTED

1. In accordance with Article 181 of the 1992 Constitution and Sections 55(1) and 56(1) of the Public Financial Management Act 2016, (Act 921), Parliament is respectfully requested to consider and approve a proposed **SDR110.60 million (US\$150.00 million equivalent)** Credit from the International Development Association (IDA) of the World Bank Group to finance the proposed Transport Sector Improvement Project (TSIP).

BACKGROUND

2. Road transport is the predominant mode for commuting in Ghana, accounting for a huge proportion of the movement of cargo and a significant portion of passenger traffic movements. To this end, road networks in Ghana have grown considerably from 47,824 km in 2002 to 78,401 km in 2016, of which about 26.2 percent is paved. The network provides good national coverage with well-developed regional connections to neighboring countries through the North-South and the East-West main corridors. Nevertheless, only 39 percent of the road network in the country is in good condition. Feeder and farm roads are particularly in very bad condition thereby constraining agriculture and rural development. Also the East-West roads connecting Ghana to Cote d'Ivoire in the West and Togo in the East are poorly developed, coupled with inadequate customs and immigration facilities at the borders, inhibit trade across the border and regional integration.

3. In fact, the poor condition of most of the road network, in addition to lack of enforceable road safety measures among others, have led to poor road safety record with high accident rates. In 2016 for instance, there were 2,084 road crash fatalities, about 40 percent being pedestrians, and 14 percent of the total pedestrian deaths being children under 16.

4. Various studies carried out in the transport sector suggest a weakness in the policy and oversight functions by the Ministry and its agencies as well as inadequate financial reporting capacity within most of the departments and agencies. These identified challenges have resulted in the weak implementation results that the roads and transport agencies have experienced in recent past. The completed Transport Public Expenditure and Institutional Review (PEIR) supports the aforementioned assertion.

5. In view of the foregoing, and the rapidly increasing demand for reliable and safer road infrastructure, Government has a vision to modernize the transport sector in general while improving the management and efficiency of the road subsector in particular. The proposed Transport Sector Improvement Project (TSIP) has been developed to among others, support the development of road infrastructure, improve road safety, strengthen the capacity of the sector agencies and foster regional integration.

PROJECT DESCRIPTION

6. **Project Development Objectives (PDO):** The objectives of the TSIP are to:
- reduce travel time on selected parts of the Classified Road Network in Northern Ghana;
 - promote road safety; and
 - strengthen the institutional management of the transport sector.
7. **Credit Amount/Duration:** The cost of the proposed project, excluding compensation payments to Project Affected Persons (PAPs) is estimated at US\$150.0 million and will be financed with the proposed IDA credit over a six year period. The cost of compensation, estimated at **GHC21.0 million**, will be borne by Government through annual budgetary allocations to the Ministry of Roads and Highways.
8. **Project Components:** The Project is structured around three (3) components with the estimated revised cost per Cabinet's letter dated 28th March, 2018 (See Appendix 1) as described below:

Component 1: Road Asset Preservation (US\$133.8 million): This Component will support the development of road infrastructure in the Northern part of Ghana. The road stretch from Tamale to Yendi and Tatale (about 103 km of paved and 67 km of unpaved road) will be rehabilitated to improve the road network in the integral part of the Central East-West corridor. About 200km of feeder roads/farm roads will also be developed in parts of the Brong Ahafo, Northern, Upper East and Upper West Regions. The roads would be constructed by employing performance-based contracting methodology.

This component will also support the establishment of a network-wide Road Asset Management System, an internet connectivity at the Tatale Border Post; and support the Axle Load Control Programme with equipment for permanent weigh stations.

Component 2: Improved Road Safety (US\$7.2 million): This Component covers activities to be implemented by both the National Road Safety Commission (NRSC) and the Driver and Vehicle Licensing Authority (DVLA). The DVLA will be supported to scale up the use of private garages to inspect vehicles, develop and implement an integrated software for the Driver and Vehicle Licensing System.

The NRSC will be supported to operationalize the Road Accident Database Management System (RADMS) it recently purchased. RADMS is a state-of-the-art suite of crash database, analysis, and reporting software; using police crash reports as input data. The software will be upgraded to use smartphone applications and Geographical Information System (GIS) for reporting. Also, the ongoing Lollipop-Programme will be implemented

in about five hundred (500) schools to make pedestrian road crossings safer for the school children.

Component 3: Institutional Strengthening and Capacity Building (US\$9.0 million):

This component will support an institutional review of the agencies with the aim of restructuring the road and transport sector. It will also involve the implementation and operationalization of a comprehensive nationwide transport sector monitoring and data management system. The capacity of staff would be developed through short and long term training programmes.

ENVIRONMENTAL & SOCIAL IMPACT

9. An Environmental and Social Assessment (ESA) and a Resettlement Policy Framework (RPF) has been prepared for the TSIP. The ESA provides an approach for managing environmental and social issues/impacts in the project whilst the RPF establishes the Project resettlement and compensation principles and implementation arrangements. These documents include general guidance on the management measures to be adopted for various types of planned investments under the project. A wide range of environmental and social benefits will arise as a result of road sector projects and programmes. These will include economic benefits, employment generation, social services, travel and transport, enhanced gender opportunities, fuel efficient economy and reduced pollution. In spite of the numerous benefits, road sector projects and programmes will also have adverse environmental and social impacts which would be addressed using the ESA and RPF to prepare an Environmental and Social Management Plan. (ESMP)

INSTITUTIONAL AND IMPLEMENTATION ARRANGEMENTS

10. The Ministry of Roads and Highways (MRH) will have overall responsibility for the day-to-day implementation, including institutional coordination of the project.

11. The implementation structure will consist of (a) a Project Steering Committee (PSC); (b) a dedicated, full-time Project Coordinator (PC); and (c) three Agency Implementation Teams (AITs) headed by dedicated mainstream staffs.

12. The three AITs will be made up of officials from MRH and its Departments [*Department of Feeder Roads (DFR) and Department of Urban Roads(DUR)*]; the Ghana Highway Authority (GHA); and Ministry of Transport (MoT) and its Agencies (*DVLA and NRSC*). They shall report to the PC in all matters of project implementation, coordination, and reporting.

13. The Project Coordinator will be responsible for coordinating and implementing the project activities, and will be selected competitively.

14. The PSC will be responsible for reviewing and approving the project's annual work plans and budgets; and providing policy guidance to the PC. It will be co-chaired by the Chief Directors of MRH and Ministry of Transport (MoT). The members will be representatives from MRH, MOT, MoF, DUR, DFR, GHA, NRSC, DVLA, Ministry of Local Government and Rural Development (MLGRD), Ghana Agriculture Sector Investment Programme (GASIP) and the Land Valuation Board (LVB).

RECORD OF CONSULTATIONS

15. The Agreement was negotiated on 27th and 28th April, 2017 between the World Bank and representatives of all implementing agencies including the Ministry of Finance, GHA, MOT and Attorney General's Department. Subsequently, Cabinet per its letter dated 28th March, 2018 and numbered OPCA.3/3/280318 gave approval for the Financing Agreement to be submitted to Parliament **"subject to the re-allocation of 50% of the funds for Capacity building component of the Agreement for road infrastructure development"** (See Appendix 1- Cabinet's approval letter).

EXPECTED OUTCOMES

16. **Reduction in Travel Time/Value for Money/Institutional Strengthening:** The project will reduce travel time on the estimated 370km roads to be rehabilitated/upgraded and strengthen the institutional management of the transport sector by employing Performance Based Contracting (PBC) methodology. The PBC will comprise designing, rehabilitation works and providing maintenance services for selected roads and payments made in lump sum upon achieving performance targets. This contracting method will therefore maintain the roads at a certain standard, ensure efficiency of public expenditure and value for money by **cutting down on cost overruns and delays in project implementation.**

17. **Job opportunities** will be created during the rehabilitation of the road network and the share of rural population with **access to an all-weather road increased.** Also, the feeder roads will link agricultural value chains so as to provide access to markets and support agribusiness.

18. The road safety activities will focus on achieving the national road safety target of halving road deaths between 2010 and 2020. There would be improved pedestrian crossing at schools and the use of a nationwide vehicle crash data recorded online. It is expected that the number of licensed private garages linked to vehicle inspection system would be increased by ten percent (10%).

FINANCING TERMS

19. The **US\$150.0 million** is provided as a credit on IDA blend terms as follows:

| | | | |
|-----|---------------------------|---|--|
| (a) | Grace Period (Moratorium) | - | 5 years |
| (b) | Repayment Period | - | 20 years |
| (c) | Maximum commitment charge | - | 0.5% per annum <i>(This is waived for 2018)</i> |
| (d) | Service charge | - | 0.75% per annum |
| (e) | Interest charge | - | 1.25% per annum: |

20. It is worth noting that, the financing has a grant element of 30.44%, and the expenditure to be financed is inclusive of taxes. Also Government will bear the exchange rate risk (gains/losses) between the Special Drawing Right (SDR)/US Dollar (US\$). Moreover, payment of compensation to PAPs is a condition precedent to commencement of works contract under the Project and will be financed through MRH's annual budgetary allocations.

JUSTIFICATION FOR GOVERNMENT ACTION


21. The Ghana Poverty and Inequality Profile (June 2015), shows a high correlation between the presence of road infrastructure and poverty rates. Northern Ghana, compared to other areas in the country, has the worst road network. Poverty rates in the North are two to three times the national average, and chronic food insecurity remains a critical challenge. Ghana's recent medium-term economic plans have focused on addressing these challenges, including generating employment and improving living standards.

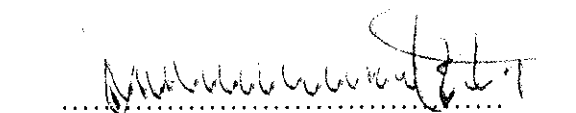
22. The TSIP seeks to respond to Government's priorities of inclusive economic growth, job creation, bridging the inequality gap and increased efficiency in delivering public services, and better accountability to citizens. The facilitation of transport and transit activities along the Tatala border will foster regional connectivity in the Northern region and enable Ghana take advantage of the regional market and diversify exports. This will lead to increased employment, thereby bridging the inequality gap.

23. The development of the feeder roads would link agricultural value chains in order to provide access to markets and support agribusiness. Farmers would have improved access to bring farming inputs and extension services to their farms and transport their produce to their value chain buyers and local communities. It is expected that as a result of this project intervention, farmers will scale up their farming activities resulting in more income and purchasing power.

CONCLUSION

24. Considering the immense impact this project will have on the economy, Honourable Members of Parliament are respectfully requested to consider and approve the proposed **SDR110.60 million** (US\$150 million equivalent) Credit from the International Development Association to support the implementation of the proposed Transport Sector Improvement Project.


.....
KEN OFORI-ATTA
MINISTER FOR FINANCE


.....
KWASI AMOAKO-ATTAH (MP)
MINISTER FOR ROADS & HIGWAYS

DATED: 8th..... JUNE, 2018

ANALYSIS DOCUMENTS

Attached are the following supporting documents relating to the Memorandum:

1. Appendix 1-Cabinet Approval Letter No. OPCA.3/3/280318 and dated 28th March, 2018
2. Letter seeking Amendment to the Negotiated Documents
3. World Bank Amendment Letter to the Negotiated Documents
4. Negotiated Financing Agreement

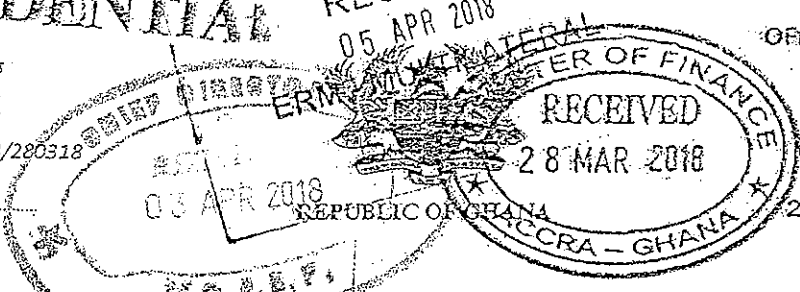
CONFIDENTIAL

MINISTRY OF FINANCE
RECEIVED
05 APR 2018

In use of reply the number and date of this letter should be quoted.

M.Y. Ref. No OPCA.3/3/200318

Your Ref. No.



OFFICE OF THE PRESIDENT
P.O. BOX 1627
ACCRA
TEL: 0202-201000/2

28th March, 2018

PROPOSED SDR 110.60 MILLION (US\$150.00 MILLION) CREDIT FROM THE INTERNATIONAL DEVELOPMENT ASSOCIATION OF THE WORLD BANK GROUP TO FINANCE THE PROPOSED TRANSPORT SECTOR IMPROVEMENT PROJECT

Cabinet at its Twenty-fourth meeting held on Thursday, 11th January, 2018, considered a report of the Cabinet Committee on Economic Matters on the above Memorandum submitted by the Minister for Roads and Highways.

2. The Memorandum requested Cabinet to approve and recommend to Parliament for ratification the SDR 110.60 Million (US\$150.00 Million) credit from the International Development Association (IDA) of the World Bank Group to finance the proposed Transport Sector Improvement Project.

3. Cabinet approved the SDR 110.60 Million (US\$150.00 Million) credit from the International Development Association (IDA) of the World Bank Group to finance the proposed Transport Sector Improvement Project, subject to the re-allocation of about 50% of the funds for the capacity-building component of the Agreement for road infrastructure development.

4. This decision supersedes the earlier one on the same subject dated 15 January, 2018.

5. I should be grateful if you could take requisite action on the decision by Cabinet.



MERCY EKBRAE-KARIKARI
SECRETARY TO THE CABINET

THE HON. MINISTER
MINISTRY OF ROADS AND HIGHWAYS

- cc: Chief of Staff
- Secretary to the President
- Secretary to the Vice President
- Chairperson, Cabinet Committee on Economic Matters
- Hon. Minister for Finance

PARLIAMENT OF GHANA LIBRARY

CREDIT NUMBER 6081-GH

Financing Agreement

(Ghana Transport Sector Improvement Project)

between

REPUBLIC OF GHANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated _____, 2018

CREDIT NUMBER 6081-GH

FINANCING AGREEMENT

AGREEMENT dated _____, 2018, entered into between the REPUBLIC OF GHANA ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to one hundred ten million six hundred thousand Special Drawing Rights (SDR 110,600,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Interest Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to one and a quarter percent (1.25%) per annum.
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 4.02. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister responsible for finance.
- 5.02. The Recipient's Address is:

Ministry of Finance
P.O. Box MB40
Accra, Republic of Ghana

Facsimile:

233-30-2667069

- 5.03. The Association's Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433

Telex: Facsimile:

248423 (MCI) 1-202-477-6391

AGREED at _____, _____, as of the day
and year first above written.

REPUBLIC OF GHANA

By:

Authorized Representative

Name: _____

Title: _____

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:

Authorized Representative

Name: _____

Title: _____

SCHEDULE 1

Project Description

The objectives of the Project are to: (a) reduce travel time on selected parts of the Classified Road Network in Northern Ghana; (b) promote road safety; and (c) strengthen the institutional management of the transport sector.

The Project consists of the following parts:

Part 1: Road Asset Preservation

1. Strengthening the capacity of MRH by:
 - (a) developing and implementing a Road Asset Management System including expanding the GIS-system to cover all the Classified Roads in order to verify and upload key road information data;
 - (b) improving asset management on selected feeder and farm roads in Northern Ghana through adoption of long term Performance-Based Contracts;
 - (c) undertaking a socio-economic impact assessment to measure the long term impact of using Performance-Based Contracts on rural development initiatives; and
 - (d) improving asset management of the urban road network through adoption of Performance-Based Contracts.

2. Strengthening the capacity of GHA by:
 - (a) improving asset management on the Trunk Road Network through adoption of long term Performance-Based Contracts;
 - (b) carrying out a comprehensive assessment study and preparing bid documents for selected road links, networks and associated bridges, including, conducting community consultations for: (A) identification of basic local socio-economic infrastructure; and (B) developing guidelines and measures for effective management of labor influx impacts associated with works;
 - (c) establishing internet connectivity at the Tatale Border Post; and
 - (d) supporting the Axle Load Control Program by purchasing equipment for permanent weigh stations and additional portable axle weighing units.

Part 2: Improved Road Safety

1. Strengthening the capacity of the National Road Safety Commission by:
 - (a) operationalizing the road accident database management system through upgrading the software for the use of smart phones apps and GIS for reporting, purchase of devices for data entry for the traffic police, providing training on the use of the system and processing and analyzing crash data in real-time;
 - (b) implementing the Lollipop-Program at about five hundred (500) schools to make pedestrian road crossings safer with complementary measures consisting of road signage, speed limiting options and raising public awareness on road safety;
 - (c) conducting a training needs assessment in NRSC and providing professional development training programs and any other relevant remedial measures to address the training needs; and
 - (d) supporting NRSC's activities for raising awareness on road safety including providing additional traffic enforcement equipment to the traffic police; conducting road safety research and strengthening monitoring and evaluation of progress made with the implementation of the NRSC Action Plan.

2. Strengthening the capacity of the Driver and Vehicle Licensing Authority by:
 - (a) developing and rolling out a system to utilize private garages to inspect vehicles, inclusive of a robust quality monitoring system;
 - (b) developing and implementing an integrated software for the Driver and Vehicle Licensing System and other online users such as the traffic police; and
 - (c) providing training and capacity building for driver testing and oversight of private vehicle testing stations.

Part 3: Institutional Strengthening and Capacity Building

1. Conducting an assessment of the current status of management of the transport sector, including:
 - (a) Providing support to MoT to disseminate and implement selected recommendations of the updated National Transport Policy.

- (b) Providing support for identifying opportunities for improving the management of the road sub-sector based on the findings of an institutional review; and implementing several updated policies in the road sector for: (i) MRH and (ii) MOT.
- 2. Strengthening the capacity of: (a) MRH; (b) MoT; and (c) GHA through short and long-term training, including agreed essential post-graduate training.
- 3. Support for Project management of: (a) MRH; (b) MoT; and (c) GHA through:
 - (a) provision of technical assistance, equipment and training for Project implementation, oversight, monitoring and evaluation;
 - (b) provision of technical assistance to implement citizen engagement mechanisms on HIV/AIDS, STDs and gender targeted activities such as awareness on HIV/AIDS and STDs, reducing discrimination and stigmas associated with HIV/AIDS; and awareness and prevention of gender based violence; and
 - (c) provision of Operating Costs for the Project offices.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. *Ministry of Roads and Highways (MRH)*

The Recipient shall through MRH:

- (a) have overall responsibility for project implementation including:
(i) institutional coordination and day-to-day execution arrangements of the project; (ii) disbursement and financial management; (iii) procurement; (iv) environmental and social safeguards; (v) monitoring, evaluation, reporting and communication; and (vi) such other administrative, financial, technical and organizational arrangements and procedures as may be required for the Project;
- (b) ensure that not later than six (6) months from the Effective Date, MoT and MRH jointly select a Project Coordinator to carry out the coordination and implementation of the Project and a Social Development Specialist to carry out the coordination and supervision of the gender and social aspects of the Project; and
- (c) maintain throughout implementation of the Project an Agency Implementation Team for each Implementing Agency with functions, responsibilities, qualifications, experience and resources satisfactory to the Association.

2. *Project Steering Committee*

- (a) The Recipient shall ensure that the Project Steering Committee ("PSC") is maintained at all times during the implementation of the Project, with a composition, mandate, terms of reference and resources satisfactory to the Association. Without limitation upon the generality of the foregoing, the PSC shall be co-chaired by MRH and MoT, and shall include, *inter alia*, representatives from MoF, MoFA, GHA, DUR, DFR, DVLA and NRSC.
- (b) The PSC shall meet at least on a quarterly basis and be responsible for providing Project implementation oversight, including, *inter alia*: (i) reviewing and approving work plans; (ii) providing strategic and policy guidance on matters relating to transport; (iii) facilitating coordination of Project activities; and (iv) reviewing progress made towards achieving the Project's objectives.

3. ***Agency Implementation Teams***

The Recipient shall ensure that the Agency Implementation Teams : (a) liaise with and report to the Project coordinator on all matters pertaining to project implementation, coordination and reporting; (b) prepare their respective annual work plans, procurement plans and budget as part of the Project's annual work plans and budgets; (c) provide updates on progress in implementing the Project activities; (d) implement the procurement process and deliverables; (e) carry out quality control of procurement related activities including assessment of suppliers' outputs and evaluation of technical (design and specifications); (f) ensuring compliance with the Association's fiduciary policies; (g) provide quarterly reporting on the progress of agency activities, and (h) prepare ad-hoc project updates on agency components for review by the Project coordinator.

B. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. Safeguards

I. The Recipient shall, through MRH:

- (a) prior to the commencement of any works under the Project where a Resettlement Action Plan ("RAP") is required in accordance with the Resettlement Policy Framework ("RPF"):
 - (i) prepare and carry out consultations on said RAP;
 - (ii) disclose and implement it in a manner satisfactory to the Association; and
 - (iii) provide full compensation as required under the RAP to any persons entitled to said compensation pursuant to the RAP.
- (b) ensure that said RAP or any of its provisions are not amended, suspended or abrogated as the case may be, without the prior agreement of the Association.
- (c) prepare prior to the commencement of any works under the Project, a site-specific Environmental and Social Impact Assessment ("ESIA") and Environmental and Social Management Plan ("ESMP"), satisfactory to the Association, in accordance with the Environmental and Social Assessment ("ESA");
- (d) carry out the Project in accordance with the site-specific ESIA and ESMP;

- (e) not amend, suspend or abrogate any of the provisions of the site-specific ESIA or ESMP without the prior written concurrence of the Association; and
- (f) maintain satisfactory terms of reference in respect of any consultancy in connection with the Project following the Association's review thereof and; ensure that such terms of reference duly incorporate the requirements of the Association's Safeguards Policies then in force, as applied to the advice conveyed.

D. Training

1. In carrying out training under the Project, the Recipient shall ensure that the Implementing Agencies:
 - (a) prepare and submit to the Association for its prior approval, an Annual Training Plan which specifies training activities that may be required under the Project, including: (i) the type of training; (ii) the purpose of the training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the training; (v) the location and duration of the training; and (vi) the cost of the training;
 - (b) afford the Association a reasonable opportunity to exchange views with the Recipient on the Annual Training Plan and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such plan as shall have been approved by the Association; and
 - (c) implement the post-graduate training program under Part 3(b) of the Project and the selection of the candidates participating in said program in accordance with criteria set for in the PIM.
2. The Recipient shall not make or allow to be made any change to the approved Annual Training Plan without prior approval in writing by the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than one month after the end of the period covered by such report.
2. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. The Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods, Works and Non-Consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with

the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-Consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-Consulting Services.** The methods, other than International Competitive Bidding, specified in Section III of the Procurement Guidelines may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: In addition, except as otherwise provided below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of National Competitive Bidding ("NCB"), subject to the following additional procedures:
 - (a) foreign bidders shall be allowed to participate in NCB procedures without any restrictions;
 - (b) bidders shall be given at least one (1) month to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later;
 - (c) no domestic preference shall be given for domestic bidders; and
 - (d) in accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Credit shall provide that: (i) the bidders, suppliers, contractors, and subcontractors shall permit the World Bank, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the World Bank; and (ii) the deliberate and material violation by the bidder, supplier, contractor, or subcontractor of such provision may account to an obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The methods, other than Quality- and Cost-based Selection, specified in Sections III and Section V of the Consultant Guidelines may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plans.

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Investment Project Financing" dated February 2017, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

| Category | Amount of the Financing Allocated (expressed in SDR) | Percentage of Expenditures to be Financed (inclusive of Taxes) |
|---|--|---|
| (1) MRH. Goods, works, non-consulting services, and consultants' services, Training and Operating Costs under Parts 1.1, 3.1(b)(i), 3.2 (a) and 3.3(a). | 22,700,000 | 100% |
| (2) MoT. Goods, works, non-consulting services, and consultants' services, Training and Operating Costs under Parts 2, 3.1(a), 3.1(b)(ii), 3.2 (b), and 3.3(b). | 5,100,000 | 100% |
| (3) GHA. Goods, works, non-consulting services, and consultants' services, Training and Operating Costs under Parts 1.2, 3.2 (c), and 3.3(c). | 80,700,000 | 100% |
| (4) Refund of Preparation Advance | 2,100,000 | Amount payable pursuant to Section 2.07 of the General Conditions |
| TOTAL AMOUNT | 110,600,000 | |

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is June 30, 2023.

SCHEDULE 3

Repayment Schedule

| Date Payment Due | Principal Amount of the Credit repayable (expressed as a percentage)* |
|---|--|
| On each April 15 and October 15: | |
| commencing October 15, 2022 to and including April 15, 2032 | 1.65% |
| commencing October 15, 2032 to and including April 15, 2042 | 3.35% |

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.

APPENDIX

Section I. Definitions

1. "Agency Implementation Teams" means the teams constituted by the respective Implementing Agencies responsible for project implementation, coordination and reporting.
2. "Annual Training Plan" means the combined training activities submitted by the Implementing Agencies and cleared by the Association for financing under the Project.
3. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011.
4. "Association's Safeguards Policies" means the Association's operational policies and procedures, set forth in the Association's operational manual and identified as OP/BP 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50 and 7.60, as said manual is published under www.WorldBank.org/opmanual.
5. "Axle Load Control Program" means the program coordinated by the Ghana Highway Authority for the regulation and control of the legally permissible vehicular axle load limits.
6. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
7. "Classified Road Network" means the network of roads and their related facilities categorized by MRH in accordance with MRH's internal administrative standards for purposes of the development and maintenance of the roads.
8. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
9. "Department of Feeder Roads" or "DFR" means the agency in MRH responsible for the management of the feeder road network established and operating pursuant to the Civil Service Act, 1993 (PNDC Law 327) or its successor.
10. "Department of Urban Roads" or "DUR" means the agency in MRH responsible for the management of the urban road network established and operating pursuant to the Civil Service Act, 1993 (PNDC Law 327) or its successor.
11. "DVLA" means the Driver and Vehicle Licensing Authority established and operating pursuant to the Driver and Vehicle Licensing Act, 1999 (Act 569) or its successor.

12. "Environmental and Social Assessment" or "ESA" means an assessment dated March 2017, disclosed in country and at the World Bank's Infoshop on April 5, 2017, prepared in accordance with the environmental and social screening guidelines in form and substance satisfactory to the Association, defining details of potential environmental and social risks and adverse impacts associated with the implementation of the Project activities.
13. "Environmental and Social Impact Assessment" or "ESIA" means any assessment to be prepared in accordance with the environmental and social screening guidelines, procedures and forms included in the ESMF, each such assessment in form and substance satisfactory to the Association, defining details of potential environmental and social risks and adverse impacts associated with the implementation of Project activities.
14. "Environmental and Social Management Plan" or "ESMP" means the Recipient plan for the Project in form and substance satisfactory to the Association for mitigating potential environmental impacts, giving details of measures to manage potential environmental risks and mitigate, reduce and/or offset adverse environmental impacts, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms, as such plan may be amended and/or supplemented from time to time with prior written approval of the Association.
15. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010, with the modifications set forth in Section II of this Appendix.
16. "Ghana Highway Authority" means the Recipient's agency responsible for the management of the trunk road network, established and operating pursuant to the Ghana Highway Authority Decree, 1974 (N.R.C.D. 298), and the Ghana Highway Authority Act, 1997 (Act 540), or its successor.
17. "Geographical Information System" or "GIS" means a system designed to manage and present a spatial or geographic data.
18. "Implementing Agencies" means MRH, MoT and GHA.
19. "Lollipop-Program" means a program established by the Recipient to promote road safety for school children crossing roads.
20. "MoF" means the Recipient's Ministry of Finance or its successor.
21. "MoFA" means the Recipient's Ministry of Food and Agriculture or its successor.
22. "MoT" means the Recipient's Ministry of Transport or its successor.
23. "MRH" means the Recipient's Ministry of Roads and Highway or its successor.

24. "National Road Safety Commission" or "NRSC" means the Recipient's lead agency for road safety established and operating pursuant to the National Road Safety Commission Act, 1999 (Act 567) or its successor.
25. "NRSC-Action Plan" means the strategic plan for the period of 2015-2017 adopted by the NRSC under the *UN Decade of Action for Road Safety 2010-2020*.
26. "National Transport Policy" means the Recipient's policy document dated December 2008 which provides a framework for the development of the transport sector as the same may be amended from time to time.
27. "Northern Ghana" means the Recipient's administrative regions of Upper West, Upper East, Northern and Brong-Ahafo.
28. "Operating Costs" means the incremental costs incurred on account of project implementation and includes office supplies, operation and maintenance of vehicles, maintenance of equipment, communication, rental, utilities, consumables, transport and accommodation, local and international travel costs and per diem but excluding the salaries of the Recipient's civil servants.
29. "Performance-Based Contract" means a lump sum payment contract under Parts 1.1 and Part 1.2 of the Project to be entered into by either MRH or GHA with contractors, each for the entire duration of the Project, which obligates the contractors to provide and carry out routine maintenance on selected roads where payment for deliverables is linked to performance.
30. "Preparation Advance" means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association and on behalf of the Recipient on November 16, 2016.
31. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
32. "Procurement Plan" means the Recipient's procurement plan for the Project, dated April 19, 2017, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraph.
33. "Project Implementation Manual" or "PIM" means the manual, including all appendices and schedules thereto, satisfactory to the Association and adopted by the Recipient setting forth the policies and procedures that apply to the carrying out of the Project, which include, *inter alia*: (a) the roles and responsibilities of the Project Implementing Agencies; (b) the staffing requirements for the Project; (c) the estimated implementation schedule; (d) procedures for accessing, disbursing and accounting for funds under the Project; (e) procedures for Project

monitoring, supervision and evaluation, including the format and content of the Project Reports; and (f) procurement and financial management procedures as the same may be amended from time to time with the prior written approval of the Association, and such term shall include any schedules, tables and annexes to the Project Implementation Manual.

34. "Resettlement Action Plan" and "RAP" each means, any resettlement action plan for the Project, prepared and adopted by the Recipient in accordance with Section I.C of Schedule 2 to this Agreement.
35. "Resettlement Policy Framework" or "RPF" means the Resettlement Policy Framework of the Recipient dated March 2017, and disclosed in country and at the World Bank's Infoshop on April 5, 2017, setting forth the modalities for resettlement and compensation of Displaced Persons under the Project, as the same may be amended from time to time with the agreement of the Association.
36. "Road Asset Management System" or "RAMS" means "an IT platform used for collecting and administering road conditions surveys, to plan and budget for road maintenance expenditures and investments at section, corridor or network level.
37. "Safeguards Instruments" means the ESA, ESIA, ESMP, RPF and RAP.
38. "Safeguards Policies" means the Bank's operational policies and procedures, set forth in the Bank's operational manual and identified as OP/BP 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50 and 7.60, as said manual is published under www.WorldBank.org/opmanual.
39. "STDs" means Sexually Transmitted Diseases.
40. "Tatale Border Post" means the Border Crossing between Ghana and Togo close to Tatale, popularly known as the Tatale Border Post.
41. "Training" means expenditures (other than those under Consultants' Services) incurred in connection with Project related training and workshops carried out according to training plans agreed by the Association, including study tours, training courses, seminars, workshops and other training activities, including costs of training materials, facility and equipment rental, local and international travel, *per diem* costs of trainees and trainers' fees, and interpretation and translation services.
42. "Trunk Road Network" means the road network and related facilities planned, developed, managed and administered by the Ghana Highway Authority.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

- I. Section 3.02 is modified to read as follows:

"Section 3.02. *Service Charge and Interest Charge*

 - (a) *Service Charge.* The Recipient shall pay the Association a service charge on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. The Service Charge shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Service Charges shall be computed on the basis of a 360-day year of twelve 30-day months.
 - (b) *Interest Charge.* The Recipient shall pay the Association interest on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. Interest shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months."
4. Paragraph 28 of the Appendix ("Financing Payment") is modified by inserting the words "the Interest Charge" between the words "the Service Charge" and "the Commitment Charge".
5. The Appendix is modified by inserting a new paragraph 32 with the following definition of "Interest Charge", and renumbering the subsequent paragraphs accordingly:

"32. "Interest Charge" means the interest charge specified in the Financing Agreement for the purpose of Section 3.02(b)."
6. Renumbered paragraph 37 (originally paragraph 36) of the Appendix ("Payment Date") is modified by inserting the words "Interest Charges" between the words "Service Charges" and "Commitment Charges".
7. Renumbered paragraph 50 (originally paragraph 49) of the Appendix ("Service Charge") is modified by replacing the reference to Section 3.02 with Section 3.02 a).

