

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA	:	
	:	
Plaintiff,	:	CRIMINAL NO. 02-475 (RWR)
	:	
RAMENDRA BASU,	:	
	:	
Defendant.	:	
_____	:	

**GOVERNMENT’S RESPONSE TO
DEFENDANT’S MOTION TO WITHDRAW GUILTY PLEA**

Comes the United States by its Attorney, David A. Bybee, Trial Attorney, Fraud Section, United States Department of Justice, and hereby opposes the defendant’s Motion to Withdraw His Guilty Plea as follows:

I. INTRODUCTION

The defendant, Ramendra Basu, has moved to withdraw his guilty plea alleging that he was “coerced” into accepting the plea and that it was entered “in haste,” inferring, but not stating, that the plea was not voluntary. He asserts that he did not understand the requirement of criminal intent and makes a factual claim of innocence. Finally, he argues that the delay between his plea and his Motion to Withdraw will not prejudice the government. The defendant’s motion is wholly without merit. As the government will show, the plea colloquy conclusively established that the plea was entered knowingly, voluntarily, and without threats or coercion. Both the plea agreement and the plea colloquy will show that the defendant was advised of the elements of each offense and that he understood the *mens rea* requirement. The

government will also show that the defendant's claim of innocence is clearly contradicted by his own written and verbal statements. Finally, the government will show that it will be prejudiced by the delay if the defendant is allowed to withdraw his plea.

II. APPLICABLE LAW

Rule 11 of the Rules of Criminal Procedure governs both the entering of guilty pleas and motions to withdraw. Rule 11(d)(2)(B) places the burden on the defendant to show that the reason for requesting the withdrawal is both fair and just. The court in United States v. Gray, 47 F.3d 1203 (D.C. Cir. 1995), succinctly summarized the showing a defendant must make to carry this burden:

First, a defendant generally must make out a legally cognizable defense to the charge against him. Second, *and most important*, the defendant must show either an error in the taking of his plea or some "more substantial" reason he failed to press his case rather than plead guilty. Finally, if those two factors warrant, the court may then inquire whether the Government would have been substantially prejudiced by the delay in going to trial.

Gray, at 1207 (italics added). "[A] district court's ruling in this situation should be reversed only for an abuse of discretion." Id. at 1206.

The order in which these factors are considered is important. The court in Gray determined that greater judicial economy would be achieved if the court first determined whether the plea was taken in accord with Rule 11. The court stated that if there was no error in the taking of the defendant's plea, it would be "extremely reluctant to reverse the district court, even if the defendant made out a legally cognizable defense to the charges against him. That is, a defendant who fails to show some error under Rule 11 has to shoulder an extremely heavy burden if he is ultimately to prevail." Id.

at 1208. The court thus adopted a presumptive framework for analyzing a presentence motion to withdraw a guilty plea.

The court should first look to compliance with Rule 11. If no defect is found, then the motion to withdraw the guilty plea should be denied. As the court in Gray noted, it has never reversed a district court's denial of a withdrawal motion where there was no defect in the taking of the plea under Rule 11. Id. at 1207. If some defect is found, the court should proceed to evaluate the defendant's claim of innocence. And finally, if there is a defect in taking the plea and the defendant has shown a plausible claim of innocence, the court must still weigh whether the government will be prejudiced by the delay. Following this framework, the government will show that (1) there was no error or defect in the Rule 11 plea procedure, (2) the defendant's recent claim of innocence is contradicted by his own written and verbal statements and supporting documents, and (3) the government will be prejudiced by the delay.

III. THE DEFENDANT WAS REPRESENTED BY COUNSEL, GIVEN ADEQUATE TIME TO CONSIDER THE PLEA, AND WAS NOT COERCED

A. The Defendant Was Effectively Represented By Counsel

In early 2000, the World Bank received an anonymous tip that World Bank employees were conspiring to award contracts in exchange for kickbacks. The World Bank initiated an investigation of the defendant, and in early 2002, the World Bank referred the matter to the Fraud Section in the Department of Justice. Fraud Section attorneys began negotiations with Joy Evans, Esq., private counsel hired by the defendant. In April 2002, the defendant indicated through counsel that he wished to cooperate with the Department of Justice and agreed to speak with investigators. A

proffer letter was sent to Ms. Evans which formally gave notice to the defendant that there could be potential criminal charges filed and set forth certain understandings about any statement the defendant might make to the Department. See Exhibit 1.

Before the defendant made any statement to Fraud Section attorneys, Ms. Evans withdrew as counsel. Shortly thereafter, on August 12, 2002, Mr. Basu filed a financial affidavit with the court, and the public defender was appointed to defend him on August 20, 2002. See Exhibit 2, Docket items 1&2. Fraud Section attorney Thomas McCann and the defendant's public defender, Sean Grimsley, had numerous phone calls and meetings in which the evidence was discussed. The defendant, along with Mr. Grimsley, agreed to speak with Fraud Section attorneys and the defendant was interviewed on October 27, 2002. In November 2002, government attorneys offered the defendant a plea bargain on one count of conspiracy and one count of violating the Foreign Corrupt Practices Act. The defendant accepted the offer, and a two-count Information, Plea Agreement, and Statement of Facts were filed with the court on December 17, 2002. See Exhibits 3, 3b, 3c.

The government cites these facts first to dispel the notion raised by the defendant that the plea was entered into in haste or that he was coerced by the government's "take-it-or-leave it" offer. The defendant was represented by counsel for at least seven months by two different attorneys prior to entering his plea. Moreover, at the time of the plea he was represented by the Public Defender's Office. The public defenders deal with hundreds of criminal cases each year and are experts in federal criminal law and procedure. The defendant had ample time to discuss the facts of this case fully with both Ms. Evans and Mr. Grimsley. The plea agreement was signed by

the defendant on the day the plea was entered – December 17, 2002 – some two months after the defendant first met with Fraud Section attorneys to give a statement. The defendant's excuse of haste is contradicted by the case chronology.

B. There Was No Coercion

The defendant's second allegation is that he was coerced by the government's hard negotiating stance. The plea agreement itself contradicts the defendant's belated allegation of coercion. The defendant's plea agreement, filed with the court at the defendant's change of plea hearing [reproduced at Exhibit 3], states the following at paragraph 25, p. 10:

The undersigned defendant, RAMENDRA BASU, acknowledges by his signature below that he has read this Plea Agreement, that he understands the terms, conditions and the factual basis as set forth herein, that he has discussed these matters with his attorney, and that the matters set forth in this Plea Agreement, including those facts which support his plea of guilty, are true and correct.

The plea agreement further states the following at page 11:

I have read this agreement and have carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. *No other promises or inducements have been made to me other than those contained in this agreement. No one has threatened me or forced me in any way to enter into this agreement.* I am fully satisfied with the representation of my attorney. (Signed Ramendra Basu) (emphasis added)

Tough negotiating is not coercion as that word is used in the context of actions that have legal and constitutional significance. The word "coercion" is often coupled with the word "threats" to mean some unlawful application of compulsion. For example, in plea colloquies it is often asked if the defendant has been threatened or coerced in any way to make him or her plead guilty. Coercion in this context could take the form of a threat of bodily harm or linking the defendant's plea to a plea of a relative or loved one. See, United

States v. Daniels, 821 F.2d 76 (1st Cir. 1987).

The courts have had many opportunities to consider allegations of government coercion mainly in cases in which the voluntariness of a consent to search is the issue. In that context, the Supreme Court has posed the question as to whether the decision was the defendant's "essentially free and unconstrained choice" or whether "his will has been overborne and his capacity for self-determination critically impaired." Schneckloth, 412 U.S. 218, 225 (1973).

In this case, there is absolutely no evidence that the defendant's will was overborne or his capacity for self-determination impaired. No deceptive tactics are alleged. There were no improper interrogation methods, no misleading statements, nor any overt statement or circumstance that would unlawfully induce a defendant to accept the plea offer. The defendant was employed in a responsible position as a trust funds manager at the World Bank. He is highly intelligent, articulate, and coordinated infrastructure projects all over the world working with government and civic leaders. The allegation of coercion was never mentioned to government attorneys either by the defendant or his attorney until the filing of the defendant's Motion to Withdraw. The crux of this alleged coercion seems to be the imposition of a deadline by which defendant had to accept or reject the plea offer. However, giving deadlines to accept plea offers is standard practice throughout the Department of Justice and is no more or less than the law of offer and acceptance. The defendant has cited no case law for his position. The complaint by the defendant simply has no legal or constitutional significance.

IV. THE GUILTY PLEA COLLOQUY CONFORMED WITH RULE 11 AND WAS ENTERED KNOWINGLY AND VOLUNTARILY

A. Requirements of a Valid Guilty Plea

Prior to accepting a defendant's guilty plea, Rule 11(b)(1) of the Rules of Criminal Procedure requires the court to address the defendant in person and ensure that he understands certain rights. As set forth in relevant part in Rule 11(b)(1), the defendant must be informed of:

(A) The government's right to use the defendant's statement's under oath in a trial for perjury or false statement;

(B) the right to plead not guilty;

© the right to a jury trial;

(D) the right to be represented by counsel at trial and have counsel appointed if necessary;

(E) the trial right to confront witnesses by cross-examination, be free from compelled self-incrimination, and to compel the attendance of witnesses;

(F) the waiver of these rights if the court accepts the plea;

(G) the nature of each charge to which the defendant is pleading guilty;

(H) any maximum penalty;

(I) any mandatory minimum penalty;

(J) any applicable forfeiture;

(K) the court's authority to order restitution;

(L) the court's obligation to impose a special assessment;

(M) the court's obligation to apply the sentencing guidelines and the authority to depart; and,

(N) the terms of any agreement waiving the right to appeal or to collaterally attack the sentence.¹

In addition the court must make a factual finding that the plea is voluntary, did not result from force, threats, or promises, and was supported by a factual basis. Rule 11(b)(2), (b)(3).²

B. The Court's Guilty Plea Colloquy in This Case

An examination of the transcript of the court's guilty plea colloquy in this case establishes that each of the requirements of Rule 11(b) was met. The defendant was placed under oath and he promised to question the court on any point that he did not understand. See Exhibit 4, Plea Colloquy Transcript ("Tr") 4-5. The defendant confirmed that he had completed "two post-master's degrees" and understood that by entering a plea, he could be deported. Tr. 5-6. He confirmed that he was not under the influence of any alcohol or drugs and had never received treatment for a mental illness, emotional disturbance, or addiction. Tr. 6. The defendant was formally arraigned and his attorney waived the formal reading of the Information. The defendant stated he had previously received the Information, read it, and understood the charges. Tr. 7. He had discussed

¹ For ease of reference, the government cites here the Guilty Plea Colloquy transcript pages where the above statutory requirements in Rule 11(b)(1) are met: (A) Tr. 4; (B) Tr. 11; (C) Tr. 12; (D) Tr. 12; (E) Tr. 12-13; (F) Tr. 14-15; (G) Tr. 26-29; (H) Tr. 19-20; (I) Tr. 19-20; (J) Tr. 19-20; (K) Tr. 19-20; (L) Tr. 19-20; (M) Tr. 20-26; (N) Tr. 14-15.

² This finding was made at Tr. 41.

the charges with his attorney and was “completely satisfied” with his attorney. In fact, the defendant, in answer to that question replied, “Yes, extremely.” Tr. 7. He indicated that he had had enough time both to confer with his attorney about the case and to confer with his attorney about the government’s plea offer. Tr. 7-8.

The court went on to explain to the defendant his rights after extracting a promise from him to speak up if there was anything he did not understand. Tr. 8. The court also offered to give the defendant more time with his attorney if he desired it. Tr. 8. The court informed the defendant that the charges were felonies and that he had the right to be charged by the grand jury. Tr. 8. The court then described the role and function of the grand jury Tr. 8-9. The defendant stated that he understood his right to a grand jury, had discussed that right with his attorney, and no threats or promises had been made to make him give up that right. Tr. 9. The defendant again conferred with his attorney about this right in open court, affirmed that he wished to give up that right, and identified his signature on the Indictment waiver as genuine. Tr. 10. He stated that he understood the purpose and effect of the waiver. Tr. 11. The court then made a judicial finding that the waiver was knowing and voluntary when made and accepted it. Tr. 11.

The court next advised the defendant of his rights as required by Rule 11. After each right was recited, the court asked the defendant if he understood that right. In each and every instance, the defendant stated that he understood. The defendant was informed of the following rights: the right to plead not guilty, Tr. 11; the right to file motions making legal challenges, Tr. 11; the right to a jury trial, Tr. 12; the right to be represented by a lawyer at trial, Tr. 12; the right to confront and cross-examine any witnesses, Tr. 12; the right to compel the attendance of his own witnesses to testify, Tr. 12; the right to remain

silent and not incriminate himself and that that choice could not be held against him. Tr. 13.

The court further informed the defendant that he would be presumed innocent at trial and if convicted, had the right to appeal and to have the assistance of an attorney to prepare the appeal. Tr. 13. The court informed the defendant that he would be giving up all those rights if he persisted in his decision to plead guilty. The defendant stated he understood and desired to give up those rights. Tr. 14-15. The court then made a judicial finding of fact that the defendant had knowingly and voluntarily given up his right to a trial by jury. Tr. 16.

The court engaged the defendant on the plea agreement itself. The defendant acknowledged signing it and stated that he had read it and discussed it with his attorney. Tr. 17-18. The defendant indicated that he understood its terms and the written agreement represented the entire understanding with the government. Tr. 18. The defendant confirmed that he had no confusion or questions about the plea agreement. Tr. 18. The court advised the defendant of the maximum penalty for both counts to which he pled guilty, including periods of supervised release, maximum fines, special assessments, restitution, and forfeiture. Tr. 19-20. The defendant confirmed that he understood the penalties. Tr. 20.

The court explained the operation of the Sentencing Guidelines. Tr. 20-21. The defendant stated that he had talked to his attorney about the Guidelines and understood that he could be facing 12 to 18 months under the Guidelines but also understood that it could be as much as 60 months. Tr. 21-23. He was also informed of his right to appeal. Tr. 24.

The court then turned to the defendant's knowledge and understanding of the two charges in the Information—conspiracy to commit wire fraud and a violation of the Foreign Corrupt Practices Act. Tr. 26. The court explained each element of those charges, and after admonishing the defendant to listen carefully, asked the government to summarize the facts it would seek to prove at trial. Tr. 27-28. The government's attorney read into the record the agreed statement of facts including the following incriminating facts on the conspiracy charge:

[T]he defendant agreed to facilitate the payment of bribes from the Swedish consultant to task manager in exchange for task manager directing contracts to the Swedish consultant....Throughout 1998, the defendant facilitated a [sic] payment of bribes to the task manager by contacting the Swedish consultant and arranging for the task manager to meet the Swedish consultant in London, England, for payment of kickbacks.

Tr. 32-33.

Referring to the violation of the Foreign Corrupt Practices Act, the government's attorney, among other things, stated: "In January 1999, the defendant sent via e-mail the bank account number of Geomaps to the Swedish consultant with knowledge that money forwarded from the American consultant to the Swedish consultant would be paid to a Kenyan government official as a bribe." Tr. 34. And further, from the agreed Statement of Facts:

The defendant acknowledges that he entered into an agreement to cause business funded by the World Bank's trust funds to be awarded to the Swedish consultant with the understanding that once the funds were released the Swedish consultant would pay kickbacks to the task manager. The defendant and Swedish consultant communicated about the terms of the scheme by electronic mail. The defendant also agrees that up through January 1999, he agreed to facilitate payment to a Kenyan government official with the knowledge that such payment was to corruptly influence an act or decision of the foreign official in his official capacity....The defendant also concedes that in furtherance of making a corrupt [payment] to a foreign

government official, he passed critical information to his co-conspirators by sending an electronic communication from Washington, D.C., to Sweden in January 1999.

Tr. 34-35. The court then asked the defendant if what the prosecutor said was a true and accurate description of what he did in this case. The defendant confirmed that it was. Tr. 36. The court then posed its own set of questions to the defendant about his actions in this case. In those questions and answers, contained at Tr. 36-39, the defendant incriminated himself in direct and unmistakable terms. At one point, the defendant, revealing a complete understanding of the crime, corrected the court on the timing of the bribes. Tr. 37. Finally, the defendant again assured the court that he had received no promises, threats, or coercion affecting his guilty plea. Tr. 39-40.

In direct contravention to what the defendant is claiming now, the defendant, under oath, affirmed to the court that he was pleading voluntarily and of his own free will and that he was entering his guilty plea because he was guilty and for no other reason. Tr. 40. The court then made the following finding:

All right. I'm satisfied that Mr. Basu is fully competent and capable of making a decision today, that he understands the nature of [sic] consequences of what he is doing, that he is acting voluntarily and of his own free will, and that there is an adequate factual basis for this plea. I therefore accept his plea.

Tr. 41.

The guilty plea colloquy was flawless. There was no Rule 11 error and the defendant has alleged none. On this basis alone, the court should deny the defendant's motion.

V. THE DEFENDANT'S RECENT CLAIM OF INNOCENCE IS CONTRADICTED BY THE DEFENDANT'S PRIOR STATEMENTS

In his affidavit, filed with his Motion to Withdraw, the defendant recites selected facts relating to the bribes paid to Gautam Sengupta³ and states either that he did not believe they were true or offers alternative explanations. He also states that he had no connection with the payment or any illicit activity in Kenya which is the subject of his plea to violating the Foreign Corrupt Practices Act. Defendant's Affidavit, p. 3. On the whole, his affidavit appears to be a general denial of criminal activity of any kind. Contrary to these assertions, however, the defendant made incriminating oral and written statements to the World Bank and its attorneys many months before the criminal referral to the Department of Justice. In addition, documentary evidence contradicts the defendant's recent claim of innocence.

A. The Defendant's Knowledge and Participation in Bribes to Mr. Sengupta

1. *The Defendant's Oral Statement on April 24, 2000*

Following its own internal procedures, on April 24, 2000, the World Bank issued a "Notification of Alleged Misconduct" to the defendant so that he could formally respond in writing to the allegations. On that same day, he was interviewed by World Bank investigator Joseph Scafidi along with attorneys for the World Bank. Mr. Scafidi made a record of that interview ("Scafidi Interview"), which is attached as Exhibit 5. The interview was a non-custodial interview by non-government personnel during which the defendant

³ Mr. Sengupta was the defendant's coconspirator and pleaded guilty to a two-count Information nearly identical to the Information in this case. Mr Sengupta was sentenced on February 13, 2006, to two months incarceration followed by four months of home confinement while under supervised release, and a \$6,000 fine.

was provided with beverages, lunch, and access to the telephone and breaks whenever he requested it. Scafidi Interview, p. 2.

The defendant told the investigators that he had known Sengupta in India for a very long time and felt a sense of loyalty to him for helping the defendant get a job at the World Bank. Scafidi, p. 7. The defendant stated that he introduced Swedish consultants Eje Carlson and Claus Fjellner to Sengupta. Scafidi, p. 10. Mssrs. Carlson and Fjellner were principals in the Swedish company "Swedcon." The defendant acknowledged that he arranged meetings between Sengupta and Swedcon in London, where he "suspected" Sengupta would receive kickbacks. He explained he did so out of loyalty to Sengupta and because he introduced Swedcon to Sengupta. Scafidi Interview, p. 12.

The defendant went on to detail a scheme in which he, and two other World Bank employees, Mr. Ranganathan and Mr. Gyllensvaan, agreed to pad future contracts with Swedcon, enabling the three of them to skim money. Scafidi Interview, p. 16. The three employees agreed to split the payments although the defendant stated he did not receive his share. Scafidi Interview, p. 17.

_____ 2. *Defendant's Written Statement Dated May 30, 2000*

More than a month after the defendant was interviewed for the first time by Mr. Scafidi, the defendant submitted a written response to the bank's Allegations of Misconduct. The Notice and Response are attached as Exhibit 6.

With respect to the bribes paid to Sengupta, the defendant wrote in his Response:

I am aware of payments made to Mr. Gautam Sengupta by Swedcon. I had introduced Mr. Fjellner and Mr. Carlson in May/June 1997 when they visited Washington. The four of us met in a restaurant (the White House Connection) to discuss possible work in Kenya, Ethiopia and Uganda. Some time later (not very long after the meeting) Mr. Sengupta and I discussed the

possibility of pay backs to Mr. Sengupta. This meeting was held at Starbucks on Pennsylvania Ave. I contacted Swedcon with this proposal to which they were agreeable. I continued to play a role in arranging for meetings with Mr. Sengupta and Mr. Fjellner In London in 1998. I was aware that these meetings in London had to do with pay backs (although I am not sure of the amounts involved) Mr. Sengupta on a couple of occasions sent me spreadsheets of amounts due to him from Swedcon which I sent to Swedcon. I am aware of several contracts issued to Swedcon by Mr. Sengupta which were either over priced (e.g. \$99,000 contract for Kenya) or duplicate contracts for the same work (e.g. \$35,000 contracts for Ethiopia.) I have personally given Mr. Sengupta about \$7,000 that was given to me by Mr. Fjellner of Swedcon in Washington.

Response, p. 2-3.

From the defendant's own hand, we learn that he (1) introduced Sengupta to the Swedish consultants; (2) discussed "pay backs with Sengupta; (3) contacted the Swedish consultants and proposed these kickbacks to which the Swedish consultants agreed; (4) arranged meetings between Sengupta and the Swedish consultants in London; (5) knew that these meetings were for the purpose of receiving the kickbacks; (6) received spreadsheets from Sengupta accounting for the kickbacks and forwarded them to the Swedish consultants; (7) knew that Sengupta was issuing inflated contracts to the Swedish consultants; and (8) personally delivered kickback money to Sengupta.

All of the above information is entirely consistent with the crimes to which Sengupta has pleaded guilty and is now serving his sentence. These details could not have been invented by the defendant in an effort to "go along" with investigators. If the defendant was not involved in this manner, as he now asserts, what possible motive could he have for admitting to facilitating bribes to Sengupta when he first responded to the allegations in April/May 2000? This written response, signed by the defendant, is the best evidence of the defendant's guilt and alone contradicts his newly asserted claim of innocence.

3. *The Defendant's Second Oral Statement Dated May 17, 2000*

On May 17, 2000, the defendant was again interviewed by Mr. Scafidi. The interview was reduced to writing ("2nd Scafidi Interview"), and it is attached as Exhibit 7. During this second interview, the investigator questioned the defendant more closely on his relationship to Sengupta and his work with Swedcon. 2nd Scafidi Interview, p. 2. After viewing an e-mail message between Sengupta and Claus Fjellner of Swedcon, the defendant admitted that he had received \$24,000 from Swedcon and had lied about it to the investigators during the first interview. 2nd Scafidi Interview, p. 3. The defendant stated that he and Sengupta discussed the possibility of receiving payments from Swedcon. The defendant contacted Swedcon, which agreed to this illegal activity, and the defendant passed this information back to Sengupta. 2nd Scafidi Interview, p. 4.

The defendant detailed the scheme in which Sengupta would award contracts to Swedcon in exchange for kickbacks. 2nd Scafidi Interview, p. 4. The defendant stated that in 1998, Sengupta asked him to coordinate meetings with Swedcon in London so that Sengupta could be paid. In preparation for these meetings, Sengupta sent the defendant spreadsheets which detailed the name of the contract, the amount disbursed, and the percentage to be paid to Sengupta. 2nd Scafidi Interview, p. 5.⁴ The defendant also sent an e-mail to Sengupta to assist him in keeping records of his payments from Swedcon. 2nd Scafidi Interview, p.5.

⁴ Attached as Exhibit 8 is an e-mail Mr. Sengupta sent to Claus Fjellner in London containing the attached spreadsheet. The spreadsheet is an accounting of the contracts awarded to date and the kickbacks due and owing to Sengupta. It is these spreadsheets that the defendant makes reference to in his statement.

4. *Taped Statement Given to Swedish Investigators April 10, 2002*

Two years after the defendant gave the statements above, he agreed to be interviewed by law enforcement authorities from Sweden who were investigating Swedcon for prosecution in Sweden. That interview was taped on April 10, 2002 and a copy of the transcript ("Tape Tr.") was provided by the Swedish authorities to the Department of Justice. This interview, given over six months before the defendant pleaded guilty, is attached as Exhibit 9. In this pre-plea statement to the Swedish authorities, the defendant again acknowledged the meeting among himself, Sengupta, and Mssrs. Carlson and Fjellner of Swedcon at a restaurant in Washington, D.C. Tape Tr. 4. Approximately a month after this meeting, the defendant met with Sengupta alone to discuss payments from Swedcon to Sengupta for contracts. The defendant conveyed this offer to Swedcon and Swedcon agreed. Tape Tr. 5-6. Explaining his actions, the defendant stated:

I've known Sengupta for thirty years, um, and he has helped our family very much uh, and he has helped me get into the bank, um, and, it was more or less an obligation to me, and secondly, it was a choice that the Swedes had to make. Um, and lastly, I should not have made that uh, uh, it was wrong, and I'm ashamed about that.

Tape Tr. 6. The defendant stated that it was simply easier for him (Basu) to contact Mssrs. Carlson and Fjellner and see that Sengupta met Fjellner in London to receive money. Tape Tr. 8. The fact and method of payment to Sengupta was described by the defendant, who labeled it "a bribe." Tape Tr. 16.

During this interview, the defendant also detailed another way of getting money to Sengupta involving Kenya and a company called Geomaps. Tape Tr. 17. In exchange for assistance to Geomaps in bidding for a subcontract, a percentage of the money from that contract was to be sent through a London bank account controlled by Swedcon for

payment to Sengupta. Tape Tr. 17-18.⁵ Further incriminating himself, the defendant admitted the following to the Swedish interviewers:

“I received money from Mr. Fjellner in Holland, which I gave to Gautam [Sengupta] but I do not recall receiving anything from Jonas [Gyllensvaan].” Tape Tr. 23.

“ Mr. Sengupta would ask for money, and my job was to tell Claus [Fjellner] most of the time to pay him.” Tape Tr. 25.

“Gautam would tell me how much, in the beginning he would send me spreadsheets detailing exactly how much of the contract was paid, and how much is due to him . I would forward that to Claus [Fjellner].” Tape Tr.25.

“Most of the money went through their meetings in London. I have made payments to him, and Mr. Gyllensvaan has probably made payment to him as well.” Tape Tr. 25.

“I have received, uh, I think some money in ‘98 in Amsterdam. I think it was \$18,000 or \$20,000 Netherlands Guilders that initially Claus [Fjellner] said that it was for my brother -in-law who was going to visit the United States, but this money is in fact for Mr. Sengupta, and I carried it to Washington, and gave it to him.” Tape Tr. 26.

Finally, the defendant equated his role in the bribery as equal to that of Claus Fjellner. Tape Tr. 61.

B. The Defendant’s Knowledge and Participation in the Bribe to a Kenyan Official

As set forth above in Section IV B, infra, the defendant in court and under oath admitted that he “agreed to facilitate payment to a Kenyan government official with the

⁵ This admission by the defendant is also important proof of his knowledge of the bribe payment to the Kenyan official, which is the subject of the Foreign Corrupt Practices Act violation in Count 2.

knowledge that such payment was to corruptly influence an act or decision of the foreign official in his official capacity. “ See Exhibit 4, Plea Colloquy, p. 36. The defendant also conceded that “in furtherance of making a corrupt [payment] to a foreign government official, he passed critical information to his co-conspirators by sending an electronic communication from Washington, D.C., to Sweden in January 1999.” Id. While that concession was sufficient to establish a factual basis for the plea, a brief account of the facts is necessary here to fully dispel the defendant’s newly claimed innocence.

According to numerous interviews of Sengupta, he and the defendant traveled to Kenya in 1995 to discuss various projects with the Kenyan government. There they met Livingston Ngare, the Kenyan official in charge of the World Bank projects. Ngare introduced the defendant and Sengupta to Lenny Kivuti, the president and owner of Geomaps, a Kenyan consulting company. Later Geomaps formed a joint venture with a U.S.-based company and was awarded a contract on the project supervised by Ngare.

According to Sengupta, sometime after this subcontract was awarded, Ngare told Sengupta that he wanted money. Later, sometime in January 1999, Ngare called Sengupta and told him that he was buying a house and that he needed \$50,000. Sengupta said he called Basu and informed him of the conversation.

In the interview with the Swedish authorities, the defendant recounted his knowledge and involvement with the payment of the bribe to Ngare. The defendant stated that he knew the Kenyan government official, Livingston Ngare, “was definitely” going to get some money. Tape Tr. 44. “Gautam [Sengupta] and Mr. Ngare was [sic] pushing for this company to win, so both of them were going to get a cut from this contract.” Tape Tr. 44-45. Although, the defendant stated that he did not recall the details, the documents

corroborate other witnesses who place the defendant squarely in the criminal activity.

On January 22, 1999, within days of Sengupta's call to the defendant, the defendant sent an e-mail to Claus Fjellner of Swedcon listing the bank account number and address for Geomaps. See Exhibit 10. Five days later on January 27, 1999, the London account at Barclay's bank, controlled by Claus Fjellner, wire transferred \$50,000 to that Geomaps Account. See Exhibit 11. Mr. Kivuti would have testified that on February 2, 1999, he withdrew the \$50,000 and gave it to Ngare. The bank statement of Geomaps shows the February 2, 1999, withdrawal. See Exhibit 12. The defendant's statements to the Swedish authorities, coupled with Mr. Sengupta and Mr. Kivuti's testimony, corroborated by the e-mail, wire transfer record, and bank account summary, are more than enough to vitiate the defendant's newly asserted claim of innocence.

V. THE GOVERNMENT WILL BE PREJUDICED BY THE FOUR-YEAR DELAY BETWEEN PLEA AND MOTION TO WITHDRAW

Prejudice to the government due to delay is a factor considered by the court in Gray in determining whether the defendant had carried his burden to establish that his guilty plea withdrawal was both fair and just. In this case, the defendant pleaded guilty in December 2002. The facts upon which this case rests occurred in 1998 and 1999 some eight years ago. Although the documents are still available, the memories of the government's witnesses will be substantially weakened by the passage of time. Of course, the government is aware that this passage of time is due in part to its cooperation with the Swedish authorities in the prosecution of Mssrs. Fjellner and Carlson in Sweden. However, the cooperation with Sweden was undertaken because the defendant had pleaded guilty and agreed to cooperate. Without the defendant's guilty plea and cooperation, there would

have been no cooperation with Sweden until after the prosecution of the defendant. The defendant chose not to go to trial but instead plead guilty and cooperate with the government in the hope that he could qualify for a downward departure. The expectation that the defendant would go to Sweden to testify was known to the defendant at the time of the plea and was specifically written into the plea agreement. See Exhibit 3, Plea Agreement, para. 6-7.

Notwithstanding who bears responsibility for the delay, this does not alter the fact that the defendant is now seeking to take advantage of the delay to start his case anew after the government had long ended its investigation and moved on to other cases. The government notes that the defendant has filed his motion *four years* after he initially pleaded guilty. Courts have held much shorter delays prejudicial to the government. See, e.g., U.S. v. Barker, 514 F.2d 208 (D.C. Cir. 1975) (government prejudiced by eight month delay); United States v. Dixon, 599 F. Supp. 980 (D.C. Minn. 1985) (government prejudiced by 14 month delay).

With only days before his sentencing, the defendant now complains of feeling pressured to plead guilty and saying only what prosecutors wanted to hear. The facts underlying this alleged pressure and the defendant's alleged feigned acquiescence were known to the defendant at the time of the plea. These alleged facts have nothing to do with his subsequent cooperation. Filing the Motion to Withdraw on the eve of sentencing, four years after entering his guilty plea, reveals more about the defendant's desire to avoid prison than it does about his state of mind at the time of his plea.

VI. CONCLUSION

For the reasons cited above, the government requests the court to deny the defendant's Motion to Withdraw His Guilty Plea and proceed to sentence the defendant.

Respectfully submitted,

Date: May 17, 2006

David A. Bybee

David A. Bybee, Trial Attorney
Fraud Section
U.S. Department of Justice

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he is an employee of the United States Department of Justice, Fraud Section and that on the 17th day of May, 2006, a true and complete copy of the attached Response to the Defendant's Motion to Withdraw his Guilty Plea along with exhibits was served upon the attorney listed below by electronic mail.

Ed Sussman
Attorney for Mr. Basu
601 Pennsylvania Ave., N.W.
Suite 900, South Building
Washington, D.C. 20004
ecsussman@verizon.net

David A. Bybee



U.S. Department of Justice

Criminal Division

*Fraud Section
1400 New York Avenue
Room 4408
Washington, D.C. 20005*

*Telephone (202) 514-0946
Facsimile (202) 514-7021*

April 8, 2002

Ms. Joy Evans, Esq.
Evans, Antonelli, & Cox
601 Indiana Avenue, N.W.
Washington, D.C. 20004

Re: Proffer Agreement

Dear Ms. Evans:

We understand that your client, Ramendra Basu, is interested in providing a proffer concerning his knowledge of possible violations of federal law. The Fraud Section would require, before it would accept a proffer from Mr. Basu, that he agree to the following terms and conditions:

1. Mr. Basu agrees to be interviewed by the Fraud Section and/or its designee, and to provide complete and truthful information during such interview. This provision obliges your client not only to provide truthful responses to any areas of inquiry, but also to volunteer any and all information related to the subject areas that are being explored.

2. No statements made by you or your client, or other information provided by you or your client, during the proffer will be used by the Fraud Section against your client in any criminal or civil proceeding, with the following exceptions:

A. The statements made to, and other information supplied to, the Fraud Section and/or its designee must be truthful and complete. If Mr. Basu intentionally supplies, or causes to be supplied, false or misleading statements or false information he may be prosecuted under any appropriate criminal statute, and all statements and other information supplied by Mr. Basu during the proffer may be used against him without limitation.

B. The Fraud Section may make derivative use of, may pursue any investigative leads from, and may acquire any evidence suggested by, any information or statement made during the course of the proffer by you or your client. Mr. Basu agrees that the government may use any and all

evidence it develops from his statements without limitation. This provision is necessary in order to eliminate the need for a *Kastigar* hearing at which the United States would have to prove that the evidence it would introduce at trial or any related legal proceeding is not tainted by any statements made by, or other information provided by, you or your client during the proffer.

C. In the event that Mr. Basu appears as a witness before the grand jury, testifies at a trial or any other legal proceeding, or submits any oral or written statement in conjunction with any future proceeding (including any sentencing hearing), any statements or information provided during his proffer may be used for cross-examination, impeachment or rebuttal evidence. Additionally, any information provided by Mr. Basu during this proffer may be used in any prosecution for perjury to prove that your client testified untruthfully or contrary to the information provided in the proffer.

3. Mr. Basu agrees and understands that he is not entitled to any consideration regarding any potential charges against him solely because he makes a proffer. The Fraud Section will evaluate the proffer and will unilaterally determine its value and whether Mr. Basu should receive any consideration.

4. To the extent that the above provisions may be interpreted as being inconsistent with Rule 11 of the Federal Rules of Criminal Procedure or with Rule 410 of the Federal Rules of Evidence, by agreeing to the above provisions your client expressly waives any subsequent claims of inconsistency under said Federal Rules.

5. This letter contains the totality of the agreement between the Fraud Section, Mr. Basu and you. No other agreements, understandings, promises, or conditions may become part of this letter agreement unless it is committed to writing and signed by Mr. Basu, his attorney and an attorney from the Fraud Section.

If Mr. Basu wishes to engage in a proffer under the conditions outlined above, please indicate your and your client's acceptance of the terms of the proffer agreement by signing below.

Sincerely,

David A. Bybee
Trial Attorney
United States Department of Justice

ACCEPTED AND UNDERSTOOD:

Ramendra Basu

DATED

Joy Evans
Attorney for Ramendra Basu

DATED

CAT A

**U.S. District Court
District of Columbia (Washington, DC)
CRIMINAL DOCKET FOR CASE #: 1:02-cr-00475-RWR-1**

Case title: USA v. BASU

Magistrate judge case number:

1:02-mj-00512

Date Filed: 11/26/2002

Assigned to: Judge Richard
W. Roberts

Defendant

RAMENDRA BASU (1)

represented **Edward Charles Sussman**
by 601 Pennsylvania Avenue, NW
Suite 900-South Building
Washington, DC 20004-2601
(202) 737-7110
Fax: (202) 347-1999
Email: ecsussman@verizon.net
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: CJA Appointment

Sean L. Grimsley
FEDERAL PUBLIC DEFENDER
625 Indiana Avenue, NW
Washington, DC 20004
Fax: 202-208-7515
TERMINATED: 07/22/2003
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
*Designation: Public Defender or Community
Defender Appointment*

William Gregory Spencer
FEDERAL PUBLIC DEFENDER FOR D.C.
625 Indiana Avenue, NW

Suite 550
Washington, DC 20004-2901
(202) 208-7500
Fax: (202) 501-3829
Email: gregg_spencer@fd.org
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: Public Defender or Community
Defender Appointment

Pending Counts

18:371; CONSPIRACY TO
DEFRAUD THE UNITED
STATES; Conspiracy to
Commit Wire Fraud.

(1)

15:78dd-3; FOREIGN
SECURITIES
EXCHANGES; Bribery of
Foreign Government Official.

(2)

Disposition

Highest Offense Level
(Opening)

Felony

Terminated Counts

None

Disposition

Highest Offense Level
(Terminated)

None

Complaints

None

Disposition

Plaintiff

**UNITED STATES OF
AMERICA**

represented by **David A. Bybee**
 U.S. DEPARTMENT OF JUSTICE
 Criminal Division
 1400 New York Avenue, N.W.
 Washington, DC 20535-0001
 (202) 514-0946
 Fax: (202) 514-7021
 Email: david.bybee2@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Peter B. Clark
 U.S. DEPARTMENT OF JUSTICE
 10th & Constitution Avenue, NW
 Washington, DC 20530
 514-7023
 Fax: AREA COCE (202)
TERMINATED: 06/17/2005
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Thomas P. McCann
 U.S. DEPARTMENT OF JUSTICE
 10th & Constitution Avenue, NW
 Washington, DC 20530
 514-1721
 Fax: AREA COCE (202)
TERMINATED: 06/17/2005
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
08/12/2002	1	FINANCIAL Affidavit filed by RAMENDRA BASU . [1:02-m -512] (jdc) (Entered: 08/13/2002)
08/20/2002	2	ATTORNEY APPEARANCE for RAMENDRA BASU by Sean L. Grimsley [1:02-m -512] (mlp) (Entered: 08/29/2002)
11/26/2002	3	INFORMATION filed against RAMENDRA BASU (1) counts 1, 2. (mlp) (Entered: 12/03/2002)
11/26/2002		CASE ASSIGNED to Judge Richard W. Roberts as to RAMENDRA BASU . (mlp) (Entered: 12/03/2002)

11/26/2002		Attorney representation for USA by Peter B. Clark, David A. Bybee and Thomas McCann. (mlp) (Entered: 12/03/2002)
11/26/2002		PDID AND DATE OF BIRTH for RAMENDRA BASU : PDID #: N/A DOB: 7/20/62 (mlp) (Entered: 12/03/2002)
12/03/2002	4	ATTORNEY APPEARANCE for USA by Thomas P. McCann (hsj) (Entered: 12/04/2002)
12/03/2002	5	ATTORNEY APPEARANCE for USA by Peter B. Clark (hsj) (Entered: 12/04/2002)
12/17/2002		ARRAIGNMENT held before Judge Richard W. Roberts as to , RAMENDRA BASU (1) counts 1, 2: Plea guilty entered by RAMENDRA BASU (1) counts 1, 2. Joint status statement report due by parties on 3/17/03. Referral for presentence investigation report deferred. Defendant on personal recognizance bond. Reporter: Kay Moomey, Miller Reporting Co. (mlp) (Entered: 12/19/2002)
12/17/2002	6	PROFFER OF EVIDENCE by USA as to RAMENDRA BASU . (mlp) (Entered: 12/19/2002)
12/17/2002	7	PLEA AGREEMENT filed as to RAMENDRA BASU . (mlp) (Entered: 12/19/2002)
12/17/2002	8	WAIVER of Trial by Jury as to RAMENDRA BASU . Approved by Judge Richard W. Roberts . (mlp) (Entered: 12/19/2002)
12/17/2002	9	WAIVER OF INDICTMENT filed by RAMENDRA BASU . Approved by Judge Richard W. Roberts . (mlp) (Entered: 12/19/2002)
12/17/2002	10	BOND filed and approved by Judge Richard W. Roberts as to RAMENDRA BASU : for personal recognizance. Dftaddr: 1001 Wilson Blvd., #906, Arlington, VA 22200. (mlp) (Entered: 12/20/2002)
03/17/2003	11	JOINT STATUS REPORT on sentencing of defendant by RAMENDRA BASU, USA (erd) (Entered: 03/20/2003)
03/27/2003	12	ORDER by Judge Richard W. Roberts as to RAMENDRA BASU: directing the counsel to file another joint status report by 7/17/03. (N) (mlp) (Entered: 03/28/2003)
06/06/2003	13	MOTION filed by RAMENDRA BASU for temporary return of passport. (hsj) (Entered: 06/09/2003)
06/16/2003	14	ORDER by Judge Richard W. Roberts as to RAMENDRA BASU: granting motion for temporary return of passport [13-1] as to RAMENDRA BASU (1); passport to be picked up on 6/17/03 and

		returned on 6/18/03. (N) (mlp) (Entered: 06/18/2003)
07/11/2003	15	STATUS REPORT on sentencing of deft. by RAMENDRA BASU, USA. (mlp) (Entered: 07/14/2003)
07/22/2003	16	ATTORNEY APPEARANCE for RAMENDRA BASU by William Gregory Spencer (hsj) Modified on 07/23/2003 (Entered: 07/23/2003)
12/02/2003	17	TRANSCRIPT of Proceedings as to RAMENDRA BASU held on 12/17/02 before Judge Roberts. Court Reporter: Miller Reporting Co., Katherine Moomey. (erd) (Entered: 12/03/2003)
12/09/2003	18	MOTION for Temporary Return of Passport by RAMENDRA BASU. (erd) (Entered: 12/10/2003)
12/10/2003	19	ORDER as to RAMENDRA BASU directing Pretrial Services to temporarily return the passport, surrendered as a condition of release, to Ramendra Basu, to be picked up on 12/11/03 and returned upon his return. Signed by Judge Richard W. Roberts on 12/10/03. (N) (mlp) (Entered: 12/30/2003)
05/25/2005	20	ORDER as to RAMENDRA BASU directing that status report be filed by 6/3/05 Signed by Judge Richard W. Roberts on 5/24/05. (lin,) (Entered: 05/25/2005)
06/17/2005	21	NOTICE OF APPEARANCE and STATUS REPORT by UNITED STATES OF AMERICA as to RAMENDRA BASU. (Bybee, David) Modified on 6/20/2005 (mlp) (Entered: 06/17/2005)
06/17/2005		Attorney update in case as to RAMENDRA BASU. Attorneys Thomas P. McCann Peter B. Clark terminated as counsel for the USA. (mlp) (Entered: 06/20/2005)
06/22/2005	22	ORDER as to RAMENDRA BASU Status Report due by 9/19/2005. Signed by Judge Richard W. Roberts on 6/17/05. (lin,) (Entered: 06/22/2005)
07/15/2005	23	Unopposed MOTION for Return of Passport by RAMENDRA BASU. (Attachments: # 1 Text of Proposed Order To Return Passport)(Spencer, William) (Entered: 07/15/2005)
07/19/2005	24	ORDER as to RAMENDRA BASU authorizing temporary release of passport. Signed by Judge Richard W. Roberts on 7/18/05. (lin,) (Entered: 07/19/2005)
09/19/2005	25	STATUS REPORT by UNITED STATES OF AMERICA as to RAMENDRA BASU (Bybee, David) (Entered: 09/19/2005)
10/17/2005	26	ORDER as to RAMENDRA BASU directing that case be referred for

		presentence investigation; Sentencing memoranda and Motions due by 1/20/2006. Sentencing set for 1/27/2006 09:45 AM in Courtroom 9 before Judge Richard W. Roberts. Signed by Judge Richard W. Roberts on 10/14/05. (lin,) (Entered: 10/17/2005)
01/06/2006	27	ORDER as to RAMENDRA BASU Status Report due by 1/11/2006. Signed by Judge Richard W. Roberts on 1/4/06. (lin,) (Entered: 01/06/2006)
01/10/2006	28	MOTION to Withdraw as Attorney by W. Gregory Spencer as to RAMENDRA BASU. (Attachments: # 1 Text of Proposed Order to Withdraw)(Spencer, William) Modified on 1/11/2006 (mlp) (Entered: 01/10/2006)
01/10/2006	29	STATUS REPORT by RAMENDRA BASU (Spencer, William) (Entered: 01/10/2006)
01/11/2006	30	RESPONSE by UNITED STATES OF AMERICA as to RAMENDRA BASU re 28 MOTION to Withdraw as Attorney by W. Gregory Spencer. <i>Government's Response to Defendant's Motion to Withdraw as Counsel</i> (Bybee, David) (Entered: 01/11/2006)
01/17/2006	31	ORDER as to RAMENDRA BASU Status Conference set for 1/23/2006 04:00 PM in Courtroom 9 before Judge Richard W. Roberts. Signed by Judge Richard W. Roberts on 1/13/06. (lin,) (Entered: 01/17/2006)
01/23/2006		Minute Entry for proceedings held before Judge Richard W. Roberts :Status Conference as to RAMENDRA BASU held on 1/23/2006; Defense Counsel's Motion to Withdraw as Counsel Heard and Granted on the Provision that New Counsel is Appointed or Retained; Joint Status Report due by 2/6/2006; Defendant Remains on Personal Recognizance. (Court Reporter Scott Wallace; Defense Attorney Greg Spencer; US Attorney David Bybee) (tnr,) (Entered: 01/24/2006)
01/26/2006		Terminate Deadlines and Hearings as to RAMENDRA BASU: (lin,) (Entered: 01/26/2006)
02/06/2006	32	STATUS REPORT <i>on Appointment of a New Counsel</i> by RAMENDRA BASU (Spencer, William) (Entered: 02/06/2006)
02/10/2006		Set/Reset Hearings as to RAMENDRA BASU: Status Conference set for 2/13/2006 12:45 PM in Courtroom 9 before Judge Richard W. Roberts. (mon,) (Entered: 02/10/2006)
02/13/2006		Minute Entry for proceedings held before Judge Richard W. Roberts :Status Conference as to RAMENDRA BASU held on 2/13/2006; Any Motion by defendant to withdraw plea is due by 4/14/2006. The

		defendant's presence at hearing was waived by counsel.(Court Reporter Scott Wallace) (Defense Attorney Edward Sussman; US Attorney David Bybee) (mon,) (Entered: 02/13/2006)
02/21/2006	33	CJA 20 as to RAMENDRA BASU: Appointment of Attorney Edward Charles Sussman for RAMENDRA BASU. Signed by Judge Richard W. Roberts on 2/21/06; NPT 1/31/04. (cp,) (Entered: 02/24/2006)
04/17/2006	34	NOTICE of intent to withdraw plea by RAMENDRA BASU (Sussman, Edward) (Entered: 04/17/2006)
05/03/2006	35	ORDER as to RAMENDRA BASU Motion to withdraw guilty plea due by 5/8/2006. Response due by 5/18/2006 Signed by Judge Richard W. Roberts on 5/3/06. (lin,) (Entered: 05/04/2006)
05/07/2006	36	MOTION to Withdraw Plea of Guilty by RAMENDRA BASU. (Attachments: # 1 Affidavit)(Sussman, Edward) (Entered: 05/07/2006)
05/07/2006	37	ERRATA inclusion of proposed order by RAMENDRA BASU 36 MOTION to Withdraw Plea of Guilty filed by RAMENDRA BASU, (Sussman, Edward) (Entered: 05/07/2006)

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Transaction Receipt			
05/15/2006 12:05:56			
PACER Login:	us7214	Client Code:	sdf
Description:	Docket Report	Search Criteria:	1:02-cr-00475-R WR
Billable Pages:	3	Cost:	0.24

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA	:	
	:	
Plaintiff,	:	CRIMINAL NO.
	:	
	:	VIOLATION:
	:	
RAMENDRA BASU,	:	18 U.S.C. § 371
	:	15 U.S.C. § 78dd-3
Defendant.	:	
_____	:	

PLEA AGREEMENT

1. In compliance with Rule 11 of the Federal Rules of Criminal Procedure, the parties acknowledge the following agreement between the United States Department of Justice and the defendant, RAMENDRA BASU, and the defendant's attorney, Sean Grimsley, Esq. Pursuant to plea negotiations herein, the United States and the defendant, RAMENDRA BASU, have mutually examined the relative merits of the above case and have agreed to resolve the case according to the terms and conditions contained in this Plea Agreement.

I. NEGOTIATED PLEA

2. The defendant RAMENDRA BASU will waive formal indictment and enter a plea to a two count information charging, in Count One, a violation of 18 U.S.C. § 371 conspiracy to commit wire fraud and, in Count Two, a violation of the Foreign Corrupt Practices Act, 15 U.S.C. 78dd-3. The defendant admits that he is guilty of these offenses and agrees to so advise the court. The United States agrees to not charge the defendant with any other crimes that arise out of the facts set forth in the Statement

of Facts filed herewith subject to section VIII, herein.

II. PENALTY

3. The defendant understands and agrees that the statutory maximum sentence for the counts to which he is pleading guilty is a term of imprisonment up to five years, followed by a term of supervised release of three years; a maximum fine of \$250,000, and a special assessment of \$100.00 for each felony count, pursuant to 18 U.S.C. § 3013(a)(2)(A).

4. The defendant understands that the length of a prison term, if any, and the amount of a fine and restitution if any, are matters within the sound discretion of the sentencing judge. The defendant understands that his sentence will be decided by the court and that neither the government nor his attorney can predict what his sentence will be.

III. RESTITUTION

5. Pursuant to 18 U.S.C. § 3663 (a)(3), the defendant and the government agree that the amount of loss in this case is \$160,000 and the defendant agrees to pay full restitution as determined by the court for all damage that resulted from his violations of the statutes listed in Section I herein.

IV. COOPERATION

A. Defendant's Obligations

6. The defendant agrees to disclose completely and truthfully all information regarding his activities and those of others in all matters about which he has knowledge or hereafter acquires knowledge and concerning any matter about which the United States, The World Bank, or the Governments of Sweden and Kenya may inquire.

Defendant agrees to accompany agents of the United States, The World Bank, or the Governments of Sweden and Kenya to any location in order to accomplish that purpose. Further, defendant agrees to appear and testify truthfully before the Grand Jury and/or at any trial or other court proceeding upon request of the United States or the Governments of Sweden and Kenya. Defendant agrees to answer all questions completely and truthfully and must not withhold any information.

7. Defendant agrees not to attempt to protect any person or entity through false information or omission, or to falsely implicate any person or entity. Defendant must not commit any crimes whatsoever. Defendant agrees to furnish to the United States any documents in defendant's custody or possession or under defendant's control that are relevant to the investigation. Defendant's obligation to cooperate commences with defendant's signing of this plea agreement.

B. The Government's Obligations

8. In exchange for the defendant's plea of guilty and agreement to cooperate as set forth above, the United States agrees not to prosecute defendant for any violations of federal law in connection with the same facts giving rise to this plea other than as set forth in section I, above. This agreement to forego further prosecution does not apply to any charges that may be brought by the Internal Revenue Service, U.S. Department of Treasury, or the Tax Division of the United States Department of Justice under Title 26, United States Code. Further, the agreement does not limit in any way the right or ability of the United States to investigate or prosecute crimes based on facts which are not part of the agreed facts as set forth in the Statement of Facts.

9. If defendant fully complies with all the terms and conditions of this agreement,

the defendant's cooperation or lack thereof, will be evaluated by the Departure Guideline Committees of the Fraud Section, U.S. Department of Justice and the United States Attorney's Office for the District of Columbia. If, after evaluating the full nature and extent of your client's cooperation, the Departure Guideline Committees determine by consensus that your client has provided substantial assistance in the investigation or prosecution of another person who has committed an offense, then the Fraud Section will file a departure motion pursuant to 18 U.S.C. § 3553(e) and Section 5K1.1 of the Sentencing Guidelines. The defendant understands that this determination is in the sole discretion of the Departure Guideline Committees and that nothing in this agreement may be construed to require the Department of Justice to file such a motion.

The United States reserves the right to evaluate the nature and extent of the defendant's cooperation and to make the defendant's cooperation, or lack thereof, known to the court at the time of sentencing, however the government's recommendation will not be based upon the outcome of any trial in this matter. The defendant and his attorney are free to make a recommendation to the court concerning an appropriate sentence at time of sentencing. The defendant understands, however, that the ultimate sentence to be imposed in this matter rests exclusively within the discretion of the court.

V. ELEMENTS OF THE OFFENSE

10. Title 18 U.S.C. Section 371 reads in pertinent part:

If two or more persons conspire either to commit any offense against the United States, or to defraud the United States, or any agency thereof in any manner or for any purpose, and one or more of such persons do any

act to effect the object of the conspiracy, each shall be fined under this title or imprisoned not more than five years, or both.

In order for the defendant to be found guilty of this charge, the Government must prove each of the following elements beyond a reasonable doubt:

First: That two or more persons agreed to promote or facilitate the commission of a crime against the United States, *to wit*: wire fraud.

Second: The defendant knowing the purpose of the agreement, willfully joined in the agreement.

Third: That one of the participants to this agreement committed one or more overt acts in furtherance of the criminal purpose of the agreement.

11. Title 15, U.S.C. Section 78dd-3 reads in pertinent part:

It shall be unlawful for any person...while in the territory of the United States, corruptly to make use of the mails or any means or instrumentality of interstate commerce or to do any other act in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to (1) any foreign official for the purpose of (A)(i) influencing any act or decision of such foreign official in his official capacity, (ii) inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or (iii) securing any improper advantage; or (B) inducing such foreign official to use his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to, any person....

In order for the defendant to be found guilty of this charge, the Government must prove each of the following elements beyond a reasonable doubt:

First, the defendant acted within the territory of the United States;

Second, that he used the mail or any means or instrumentality of interstate commerce, or did any other act in furtherance of an unlawful act under the

statute;

Third, he acted corruptly and willfully;

Fourth, he offered, paid, promised to pay, or authorized the offer, promise or payment of any money or anything of value;

Fifth, knowing that all or a portion of the payment would be offered, given, or promised, directly or indirectly to a foreign official;

Sixth, that the payment was for one of three purposes:

---to influence any act or decision of the foreign official in his official capacity; or

---to induce the foreign official to do or omit to do any act in violation of that official's lawful duty; or

---to secure any improper advantage

Seventh, in order to assist the defendant in obtaining or retaining business for, or with, or directing business to, any person.

VI. SENTENCING FACTORS

12. The Government and the defendant agree that the defendant's conduct was neither an aggravating role nor mitigating role as defined by U.S.S.G. §§ 3B1.1 and 3B1.2. The Government and the defendant further agree that the defendant did not abuse a position of trust or use of special skill as defined by U.S.S.G. § 3B1.3.

13. The defendant understands however that a sentencing guideline range for this case will be determined by the court pursuant to the Sentencing Reform Act, 18 U.S.C. §§ 3551-3742 and 28 U.S.C. §§ 991-998. He further understands that the court will impose a sentence within that range unless the court finds that there is a basis for

departure because aggravating or mitigating circumstances exist which were not adequately taken into consideration when the guidelines were formulated and which should result in a sentence different from the guideline range.

14. The defendant understands that there is no agreement as to his criminal history or criminal history category, and that his criminal history could alter his offense level if he is a career offender or if the instant offense was part of a pattern of criminal conduct from which he derived a substantial portion of his income.

15. In determining the factual basis for the sentence, the court will consider this agreement, together with the results of the presentence investigation, and any other relevant information, subject to the limitations in Sentencing Guideline §1B1.8(a). The defendant understands that the court is not bound to follow the recommendations of the United States. If the court declines to sentence the defendant as recommended by the United States, the defendant cannot, for that reason alone, withdraw his guilty plea.

16. The defendant understands that neither the United States, his lawyer, nor the court can make a binding prediction of, or promise him, the guideline range or sentence that ultimately will apply to his case. The defendant agrees that no one has made such a binding prediction or promise.

17. The United States has no objection to the defendant remaining on bond pending sentencing.

VII. TAXES

18. The defendant also agrees to file within 90 days true and correct federal tax returns, if necessary, for any taxable year affected by the offenses alleged in the indictment and to pay for all taxes, interest and penalties for those years within a

reasonable time to be agreed upon with the Internal Revenue Service.

19. The defendant also agrees to make all books, records and documents available to the Internal Revenue Service for use in computing defendant's taxes, interest, and penalties for any taxable year.

VIII. BREACH OF AGREEMENT

20. If the defendant has failed or should fail in any way to fulfill completely any of his obligations under this agreement, then the United States will be released from its commitment to honor all of its obligations to him. Specifically, the United States will be free to:

- A. Charge him with any offense including all crimes in connection with The World Bank that he has committed;
- B. Use against him in all of those prosecutions the information and/or documents that he himself has disclosed during the course of his cooperation including all statements given under the proffer agreement or any other statement defendant may make in discussions which are covered under Rule 11(e)(6). Defendant agrees to expressly waive objection to the use of any such statements, testimony or information to which defendant may otherwise be entitled to object in any federal prosecution, now or at any time in the future;
- C. Recommend to the court any sentence up to and including the maximum possible sentence;
- D. Refrain from making any motion for a downward departure for substantial assistance.

21. Since defendant's acceptance of this agreement terminates all plea discussions with the United States, any statements made by defendant after the date of defendant's acceptance of this agreement are not governed by Rule 11(e)(6) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence.

IX. PROOF OF BREACH OF AGREEMENT

22. Whether or not the defendant has violated the terms of this agreement shall be determined by the court at a hearing. At any hearing on the issue of breach, the defendant's disclosures and documents will be admissible and the United States will be required to establish the breach by a preponderance of the evidence.

X. NO IMMUNITY FOR PERJURY

23. Nothing in this agreement shall be construed to protect the defendant from prosecution for Perjury, or Making False Declarations or False Statements, in violation of 18 U.S.C. §§ 1621, 1623, or 1001; Obstruction of Justice, in violation of 18 U.S.C. §§ 1503, 1505, 1510, or 1512; or any other offense committed after the date of this agreement. The information and documents that he discloses to the United States pursuant to this agreement may be used against him in any such prosecution.

24. During his plea, the court may ask defendant to answer questions about the offense to which he pleads, and the facts contained in any stipulation which he has made with the United States. If he answers those questions untruthfully, his answers may later be used against him in a prosecution for perjury or false statement.

XI. ACKNOWLEDGMENT

25. The undersigned defendant, RAMENDRA BASU, acknowledges by his signature below that he has read this Plea Agreement, that he understands the terms, conditions and the factual basis as set forth herein, that he has discussed these matters with his attorney, and that the matters set forth in this Plea Agreement, including those facts which support his plea of guilty, are true and correct.

26. The undersigned defendant acknowledges and understands that he is

presumed to be innocent of the charge filed against him and the government has the burden to prove his guilt beyond a reasonable doubt at a trial. Further, defendant acknowledges that he has been advised, and understands, that by entering pleas of guilty he is waiving, that is, giving up, certain rights guaranteed to him by law and by the Constitution of the United States. Specifically, he is giving up:

- A. The right to proceed to trial by jury on the original charges, or to a trial by a judge if he and the United States both agree;
- B. The right to confront the witnesses against him at such a trial, and to cross-examine them;
- C. The right to remain silent at such trial, with such silence not to be used against him in any way;
- D. The right, should he so choose, to testify in his own behalf at such a trial;
- E. The right to compel witnesses to appear at such a trial, and to testify in his behalf; and
- F. The right to have the assistance of an attorney at all stages of such proceedings.

27. The undersigned defendant, his attorney, and the attorneys for the United States acknowledge that this Plea Agreement is the entire agreement negotiated by and agreed to by and between the parties, and that no other promise has been made or implied by either the defendant, his attorney, or the attorneys for the United States.

Respectfully submitted,

APPROVED:

Roscoe C. Howard, Jr.
UNITED STATES ATTORNEY

DATE: _____

by: _____

Peter B. Clark, Deputy Chief
Fraud Section
U.S. Department of Justice

DATE: _____

David A. Bybee, Trial Attorney
Fraud Section
U.S. Department of Justice

DATE _____

Thomas McCann, Trial Attorney
Fraud Section
U.S. Department of Justice

I have read this agreement and have carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. No other promises or inducements have been made to me other than those contained in this agreement. No one has threatened me or forced me in any way to enter into this agreement. I am fully satisfied with the representation of my attorney.

DATE: _____

RAMENDRA BASU
Defendant

DATE: _____

Sean Grimsley, Esq.
Counsel for Defendant

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA	:	
	:	
Plaintiff,	:	CRIMINAL NO.
	:	
	:	VIOLATION
	:	
RAMENDRA BASU,	:	Count One
	:	18 U.S.C. § 371
Defendant.	:	Count Two
	:	15 U.S.C. § 78dd-3

Information

THE UNITED STATES ATTORNEY CHARGES:

COUNT ONE
18 U.S.C. § 371
Conspiracy

General Allegations

At all times relevant herein:

1. The World Bank (the "Bank") was a public international organization whose principal place of business was located in the District of Columbia. Certain member nations of the World Bank would contribute trust funds to the Bank to be used to fund development contracts that the Bank awarded to consultants from the particular donor member nation. The Kingdom of Sweden was one of these donor nations.

2. Defendant RAMENDRA BASU (the "Defendant") was employed at the World Bank's Consultant Trust Funds Office, except for a brief period from September 1997 to December 1997. Defendant was a Trust Funds Manager whose duties included recommending consultants to World Bank Task Managers to work on projects

they managed, and also approving Task Managers' requests for allocation of Consultant Trust Funds to pay the consultants. Additionally, Defendant was a national of India, and therefore a "person" as that term is defined in the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. 78dd-3(f)(1).

3. An individual serving as a Task Manager (the "Task Manager") at the World Bank was responsible for, among other things, selecting and retaining consultants to work on certain projects administered by the World Bank, and requesting that eligible consultants be paid with Consultant Trust Funds.

4. A managing director of a consultant company whose principal place of business was located in Stockholm, Sweden (the "Swedish Consultant") was awarded several consulting contracts by the World Bank, at the request of the Task Manager. From September 1997 to December 1997, the Defendant temporarily left the World Bank to work with the Swedish Consultant, among others.

5. An American consultant (the "American Consultant") sought the award of several World Bank-financed contracts from the Task Manager. Previously, the American Consultant had partnered with the Defendant to bid on a contract relating to a World Bank road construction project in Kenya. The American Consultant was also an associate of the Swedish Consultant.

6. A local official of the Kenyan government (the "Kenyan Official") managed the same World Bank road construction project in Kenya. Part of the Kenyan Official's duties was to supervise selection of subcontractors from among competing bids for work on the project. The Kenyan Official was an employee of a foreign government, and thus a "foreign official" as that term is defined in the Foreign Corrupt Practices Act

of 1977, as amended, 15 U.S.C. 78dd-3(f)(2)(A).

THE CONSPIRACY

7. From in or about February 1997 to in or about August 2000, in the District of Columbia and elsewhere, the Defendant,

RAMENDRA BASU,

together with others known and unknown to the United States Attorney, knowingly and willfully combined, conspired, and agreed together and with each other to commit the following offense against the United States, *to wit*: to devise and intend to devise a scheme and artifice to defraud, to deprive another of the intangible right of honest services, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing the scheme transmitted or caused to be transmitted a wire communication in interstate commerce, in violation of 18 U.S.C. §§ 1343, 1346.

PURPOSE OF THE CONSPIRACY

8. It was a purpose of the conspiracy for Defendant, RAMENDRA BASU,
- (a) to facilitate bribes from World Bank consultants to a World Bank Task Manager in exchange for which the consultants would receive contracts from The World Bank; and
 - (b) to conceal from The World Bank the payment and receipt of bribes to the Task Manager by arranging for bribe payments to be made in cash in London, England.

MANNER AND MEANS

The manner and means by which the Defendant and others sought to

accomplish the object of the conspiracy included, among others, the following:

1. It was a part of the conspiracy that in mid-1997, in the District of Columbia, the Defendant and a World Bank Task Manager, (hereinafter "Task Manager"), would and did meet with the managing director of a company whose principal place of business was located in Stockholm, Sweden (hereinafter "Swedish Consultant"). During the meeting, and from subsequent conversations it was suggested that all parties, including the Defendant, could benefit by awarding contracts to the Swedish Consultant. Thereafter, the Task Manager would and did award three contracts to the Swedish consultant.

2. It was further a part of the conspiracy that in December 1997, the Task Manager would and did award \$40,000 and \$35,000 to the Swedish Consultant for a building project in Ethiopia. In January 1998, the Task Manager would and did cause the Swedish Consultant to undertake an assignment related to an urban transport project in Kenya for which the Swedish Consultant was paid \$99,800.00.

3. It was further part of the conspiracy that the Defendant would and did receive bribe payments sent from the Swedish Consultant for the Task Manager, and deliver them to the Task Manager.

4. It was further part of the conspiracy that the Task Manager, while managing the urban transport project in Kenya, introduced the American Consultant to the principal of a Kenyan company known as Geomaps. Thereafter, Geomaps and the American Consultant's company formed a joint venture and were hired by the Government of Kenya to work on the urban transport project. The Task Manager, on behalf of the World Bank, did not object to the award of this contract.

5. It was further part of the conspiracy that the Defendant would and did arrange for the Task Manager to meet the Swedish Consultant in London, England to receive kickback payments. From April to October, 1998, the Task Manager, on five separate occasions, traveled to London and was given cash by the Swedish Consultant at a London hotel. In exchange, the Defendant understood that he might obtain a position with the Swedish Consultant. The Task Manager received \$127,000 from the Swedish Consultant.

OVERT ACTS

In furtherance of the conspiracy and to achieve the purpose and object thereof, at least one of the co-conspirators committed, in the District of Columbia and elsewhere, at least one of the following overt acts, among others:

1. In or about November 1997, the Task Manager approved contracts worth \$40,000 and \$35,000 from the World Bank to the Swedish Consultant for a building project in Ethiopia.

2. In or about January 1998, the Task Manager approved the award of a World Bank contract to the Swedish Consultant for an assignment related to a road construction project in Kenya, for which the Swedish Consultant was paid \$99,800.00.

3. In or about April 1998, the Defendant communicated via telephone or e-mail from Washington, D.C. the Swedish Consultant in Sweden to facilitate a meeting in London England at which the Task Manager was to receive a \$20,000 bribe from the Swedish Consultant.

4. In or about June 1998, the Defendant took possession of between \$18,000 and \$20,000 Dutch Guilders in cash in the Netherlands from the Swedish Consultant

to deliver to the Task Manager.

5. In or about July 1998, the Defendant communicated via telephone or e-mail from Washington, D.C. to the Swedish Consultant in Sweden to facilitate a meeting in London, England at which the Task Manager and the Swedish Consultant in Sweden in London England, at which the Task Manager was to receive a \$39,680 bribe from the Swedish Consultant.

6. In or about July 1998, the Task Manager again met the Swedish Consultant in London, England, and received a \$7,790 bribe from the Swedish Consultant.

7. In or about August 1998, the Task Manager again met with the London, England and received a \$18,250 bribe from the Swedish Consultant.

8. In or about October 1998, the Task Manager again met the Swedish Consultant in London, England and received a \$41,360 bribe from the Swedish Consultant.

All in violation of Title 18, United States Code, Section 371.

COUNT TWO
15 U.S.C. § 78dd-3.
Foreign Corrupt Practices Act

1. The allegations of Count One of this Information are realleged and incorporated by reference as though set forth in full herein.

2. In or about January 22, 1999, in the District of Columbia and elsewhere,

REMANDRA BASU,

while in the territory of the United States, unlawfully, willfully, and corruptly made use of a means and instrumentality of interstate commerce, to wit: an international

electronic mail message containing the Geomaps Kenya bank account information from Washington, D.C. to the Swedish Consultant in Sweden, in furtherance of a promise to pay and authorization of the payment of money, to wit: \$50,000 to be wire-transferred to an overseas account, to a foreign official, to wit: the Kenyan Official, while knowing that all or a portion of such money would be offered, given, and promised to the foreign official, for the purpose of inducing the official to use his position and influence with a foreign government to direct business to a person, to wit, the American Consultant and others.

All in violation of Title 15 United States Code, Section 78dd-3.

Roscoe C. Howard, Jr.
United States Attorney

By: _____
Peter B. Clark, Deputy Chief
Fraud Section
U.S. Department of Justice

David A. Bybee
Trial Attorney
U.S. Department of Justice

Thomas P. McCann
Trial Attorney
U.S. Department of Justice

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA	:	CRIMINAL NO.:
	:	
v.	:	VIOLATION:
	:	
RAMENDRA BASU	:	18 U.S.C. § 371
	:	15 U.S.C. § 78dd-3
	:	

STATEMENT OF FACTS

1. Pursuant to Sentencing Guidelines §1B1.2(a) and §6B1.4(a), RAMENDRA BASU admits the following summary of facts in support of his plea of guilty. The following facts are intended to be a summary not an exhaustive recitation of the facts surrounding defendant's activities. In the event this matter were to proceed to trial, the defendant agrees that the government could prove the following facts beyond a reasonable doubt:

2. The World Bank is a public international organization which funds development projects throughout the world. It's principal office is located in the District of Columbia where the defendant was employed as a manager in the Consultant Trust Funds Office from 1996 to 2000, except for about three months in late 1997. Trust funds are contributed to the World Bank by member nations to be used to fund contracts to consultants from that member nation. The consultant contracts are used to support World Bank projects supervised by a World Bank Task Manager. As a Trust Funds manager, the defendant's duties included recommending consultants to Task Managers and approving Task Managers' requests for Consultant Trust Funds.

3. In most cases, once a project is approved for financing by The World

Bank, the project is managed by a Project Implementation Unit ("PIU") which is headed by a local government official. The PIU selects from among competing bids by subcontractors for work on the contract. The World Bank reviews these selections and issues a "no objection letter" provided the subcontractors are qualified for the work and have submitted the most competitive bid.

4. Under World Bank procedures, Task Managers select and retain consultants to perform both the feasibility studies, and continued technical consulting with the PIU, if needed. Generally, the costs of retaining such consultants are funded through trust funds established by individual donor countries. Task Managers at The World Bank apply to the Consultant Trust Fund Office before the trust fund monies can be released to a consultant.

5. In Spring 1997, in the District of Columbia, the defendant met with a World Bank Task Manager and a prospective consultant whose principal office was located in Stockholm, Sweden (hereinafter "Swedish Consultant"). During the meeting, they talked about contract opportunities for the Swedish Consultant. In subsequent conversations between the defendant, the Task Manager, and the Swedish Consultant, the defendant agreed to facilitate the payment of bribes from the Swedish Consultant to the Task Manager in exchange for the Task Manager directing contracts to the Swedish Consultant. It was also understood that the defendant would at some point, seek future employment with the Swedish Consultant.

6. In September 1997, the defendant left his employment at the World Bank and joined the Swedish Consultant's company. At the defendant's suggestion, the defendant's father, brother-in-law, and a close friend also became employees of the

Swedish Consultant. During this period, the defendant agreed to be paid 10% of the value of contracts that the defendant worked on for the Swedish Consultant.

7. From November 1997 to January 1998, the Task Manager caused three contracts to be awarded to the Swedish consultant. The Task Manager caused two contracts for \$40,000 and \$35,000, respectively, to be awarded to the Swedish Consultant for a building project in Ethiopia. The Task Manager caused another contract for \$99,800.00 to be awarded to the Swedish Consultant for an urban transport project in Kenya.

8. In December 1997, the defendant resumed his employment at the World Bank as a Trust Funds Manager. He continued to perform work on World Bank contracts for the Swedish Consultant, however, and he continued to be paid for this work by the Swedish Consultant.

9. Throughout 1998, the defendant facilitated the payment of bribes to the Task Manager by contacting the Swedish Consultant and arranging for the Task Manager to meet the Swedish Consultant in London, England for payment. Thereafter, the Task Manager traveled to London, England, met the Swedish consultant, and was paid according to the agreement.

10. The defendant also participated in a corrupt payment to a Kenyan official related to the urban transport project in Kenya. A business associate of the defendant (American Consultant), was hired by Kenyan officials after an introduction arranged by the Task Manager. The American Consultant was to perform work on the urban transport project in a joint venture with a Kenyan company known as Geomaps. With the knowledge of the defendant, the American Consultant agreed to forward a portion of the

monies it received on the contract to the Swedish Consultant for distribution to the Task Manager and to pay Kenyan officials supervising the project. In January 1999, the defendant sent, via e-mail, the bank account number of Geomaps to the Swedish Consultant, so that money forwarded from the American Consultant to the Swedish Consultant could be paid to a Kenyan government official. Shortly thereafter, \$50,000 was wire-transferred from the account controlled by the Swedish Consultant to the Geomaps account in Kenya for the benefit of the Kenyan government official.

11. The defendant acknowledges that he entered into an agreement to cause business, funded by The World Bank's trust funds, to be awarded to the Swedish Consultant with the understanding that, once the funds were released, the Swedish Consultant would pay kickbacks to the Task Manager. The defendant and Swedish Consultant communicated about the terms of this scheme by electronic mail.

12. The defendant also agrees that up through January 1999, he agreed to facilitate payment to a Kenyan government official with the knowledge that such payment was to corruptly influence an act or decision of the foreign official in his official capacity. The defendant also concedes that in furtherance of making a corrupt payment to a foreign government official, he passed critical information to his co-conspirators by sending an electronic communication from Washington, D.C., to Sweden in January 1999.

Respectfully Submitted,

Roscoe C. Howard, Jr.
United States Attorney

By:

Peter B. Clark, Deputy Chief
Fraud Section
U.S. Department of Justice

David A. Bybee
Trial Attorney
U.S. Department of Justice

Thomas P. McCann
Trial Attorney
U.S. Department of Justice

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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:
UNITED STATES OF AMERICA, :
:
      vs.                   :
:
RAMENDRA BASU,             :
:
      Defendant.           :
:
-----X

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Washington, D. C.
December 17, 2002
10:05 a.m.

Transcript of Plea
Before the Honorable Richard W. Roberts
United States District Judge

APPEARANCES:

For the Government:	THOMAS MC CANN, ESQ.
For the Defendant:	SEAN GRIMSLEY, ESQ.
Court Reporter:	KATHERINE K. MOOMEY Miller Reporting Company 735 8th Street, S.E. Washington, D. C. 20003 (202) 546-6666

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P R O C E E D I N G S

THE CLERK: Criminal Case Number 02-475,
United States versus Ramendra Basu, for the
government Mr. McCann, for the defendant Mr.
Grimsley.

THE COURT: Good morning.

Mr. McCann, let me ask first about the plea
agreement. The plea agreement that I was given, I
think last month by fax, is it identical to the one
that is now in front of me as the original, as
Court's Exhibit 3, or have any changes been made
since then?

MR. MC CANN: There have been no changes,
Your Honor.

THE COURT: All right. I had another
question about it. Page 9 of the plea agreement
says that if the defendant breaches the agreement
the government would be free to recommend to the
court any sentence at all.

I was just wondering if in paragraph 9 of
the plea agreement which sets forth the
government's obligations--

MR. MC CANN: Yes, sir.

THE COURT: At the bottom of that
paragraph there is an entry that says that the

1 defendant and his attorney are free to make a
2 recommendation to the court concerning sentencing.
3 I didn't understand if it was the intention of the
4 parties that the government is also free at the
5 time of sentencing to make any recommendation with
6 respect to sentencing, or is the government free to
7 make a recommendation of any type it wants to only
8 if there is a breach of the agreement.

9 MR. MC CANN: No, Your Honor.

10 THE COURT: I invite you up to the podium
11 so that you can be recorded.

12 MR. MC CANN: The understanding of the
13 parties is that both parties will have an
14 opportunity to make a recommendation to the court
15 at the time of sentence whether the defendant
16 breaches or not.

17 THE COURT: All right. Mr. Grimsley, is
18 that your understanding as well.

19 MR. GRIMSLEY: That is my understanding,
20 Your Honor.

21 THE COURT: All right. So even though
22 paragraph 9 says that the defendant is free to make
23 a recommendation the parties understand that both
24 sides can do that.

25 MR. GRIMSLEY: There is nothing in the

1 plea agreement that prohibits the government from
2 making any recommendation at the time of
3 sentencing.

4 THE COURT: All right, thank you.

5 Mr. Grimsley, I understand that Mr. Basu
6 is proposing to enter a plea of guilty, is that
7 correct.

8 MR. GRIMSLEY: That is correct, Your
9 Honor.

10 THE COURT: All right. Let me invite you
11 and him to come forward to the podium.

12 Let's administer the oath to Mr. Basu.

13 RAMENDRA BASU, DEFENDANT, SWORN

14 THE COURT: Good morning, sir.

15 MR. BASU: Good morning.

16 THE COURT: You are now under oath and if
17 you do not answer my questions truthfully you could
18 be prosecuted for perjury or making a false
19 statement. Do you understand that?

20 MR. BASU: Yes, Your Honor.

21 THE COURT: All right. The purpose of
22 this hearing is for you to make a decision and that
23 decision is whether you want to go to trial on the
24 charges against you or whether you want to enter a
25 plea of guilty.

1 In order to make such an important
2 decision as that it is vital that you understand
3 everything that is going on and everything that I
4 will be asking you. If you don't understand
5 something please let me know that and I will try
6 and explain it in a clearer fashion. I'll also let
7 you talk with your lawyer at any time should you
8 have any question about what we are discussing.

9 So, will you promise to let me know if
10 there is anything that you don't understand?

11 MR. BASU: Yes, Your Honor.

12 THE COURT: All right, sir. How old are
13 you now?

14 MR. BASU: I'm forty.

15 THE COURT: And can you read and write

16 MR. BASU: Yes, I can.

17 THE COURT: How far did you go in school?

18 MR. BASU: I've completed two post
19 master's degrees.

20 THE COURT: And where were you born?

21 MR. BASU: In India.

22 THE COURT: All right. Do you understand
23 that a conviction of this offense could result in
24 your deportation or exclusion from the United
25 States or denial of citizenship under our

1 Immigration laws?

2 MR. BASU: Yes, I do.

3 THE COURT: Mr. Basu, what is the correct
4 pronunciation of your last name?

5 MR. BASU: Basu.

6 THE COURT: All right. Mr. Basu, have you
7 taken any alcohol or drugs in the last 48 hours or
8 any medicine that could effect your ability to
9 understand what you are doing by proposing to plead
10 guilty?

11 MR. BASU: No.

12 THE COURT: Have you ever received any
13 treatment for any type of mental illness or
14 emotional disturbance, or for addiction to narcotic
15 drugs of any kind?

16 MR. BASU: No.

17 THE COURT: All right. I believe that
18 this is Mr. Basu's first appearance so let's
19 arraign Mr. Basu on the charge.

20 THE CLERK: I have handed Mr. Basu and his
21 counsel copies of the information which has been
22 filed in this case.

23 Mr. Ramendra Basu, you are charged under
24 Criminal Case Number 02-475 in a two count criminal
25 information with conspiracy and violations of the

1 Foreign Corrupt Customs Act, do you waive formal
2 reading.

3 MR. GRIMSLEY: Sean Grimsley on behalf of
4 Mr. Basu. Mr. Basu does waive formal reading of
5 the indictment and he intends at this point at the
6 end of this plea colloquy to enter a plea of guilty
7 to both charges in the information.

8 THE COURT: Mr. Basu, have you received a
9 copy of the information pending against you
10 containing the written charges in this case?

11 MR. BASU: Yes, I have, Your Honor.

12 THE COURT: Have you read the information?

13 MR. BASU: Yes, I have.

14 THE COURT: Do you understand the charges
15 in it?

16 MR. BASU: Yes, I do.

17 THE COURT: Have you fully discussed the
18 charges and the case in general with your lawyer?

19 MR. BASU: Yes, I have.

20 THE COURT: Are you completely satisfied
21 with the services of your lawyer in this case?

22 MR. BASU: Yes, extremely.

23 THE COURT: Have you had enough time to
24 talk with him about the case?

25 MR. BASU: Yes, I have.

1 THE COURT: Have you had enough time to
2 talk with him about the government's plea offer and
3 whether or not you should accept it?

4 MR. BASU: Yes, I have.

5 THE COURT: All right. Mr. Basu, I want
6 to explain to you certain rights that you have in
7 this case and I want to find out if you understand
8 these rights so please listen carefully to what I
9 tell you and to the questions that I ask you. Be
10 sure to let me know if there is anything that you
11 don't understand. Will you promise to do that?

12 MR. BASU: Yes.

13 THE COURT: And again if you need to talk
14 with your lawyer at any time let me know that and
15 I'll allow you to do so.

16 Mr. Basu, the charges against you are
17 felony charges, do you understand that?

18 MR. BASU: Yes, Your Honor.

19 THE COURT: And the prosecutor filed the
20 felony charges against you but you have a
21 constitutional right to have the members of a grand
22 jury be the ones to charge you with a felony
23 instead of just a prosecutor doing it. A grand
24 jury is composed of at least 16 and not more than
25 23 citizens of the District of Columbia.

1 In order to charge you at least 12 grand
2 jurors must find that there is probable cause to
3 believe that a crime was committed and that you
4 committed it. If they charged you then would list
5 the charges in a document called an indictment.

6 If you do not agree to let the
7 prosecutor's charge stand the charges will be
8 invalid, but the prosecutor could then present the
9 case to the grand jurors and ask them to charge you
10 or it might not charge you. But if you do give up
11 your right to be charges by a grand jury in an
12 indictment this case will proceed against you on
13 the prosecutor's charge just as though you had been
14 indicited by a grand jury.

15 Mr. Basu, do you understand your right to
16 be charged by a grand jury in an indictment?

17 MR. BASU: Yes, I do, Your Honor.

18 THE COURT: Have you discussed giving up
19 your right to be charged by the grand jury with
20 your lawyer?

21 MR. BASU: Yes, I have.

22 THE COURT: Have any threats or promises,
23 other than promises made in the plea agreement,
24 been made to get you to give up your right to be
25 charged by a grand jury in an indictment?

1 MR. BASU: No, Your Honor.

2 THE COURT: Do you want to give up your
3 right to an indictment by a grand jury?

4 MR. GRIMSLEY: Just a moment, Your Honor.

5 THE COURT: Sure.

6 MR. BASU: Yes, Your Honor.

7 THE COURT: All right. I have what's been
8 marked before me as Court's Exhibit Number 2, a
9 waiver of indictment that purports to bear the
10 signature of the defendant in this case above the
11 line marked defendant.

12 Mr. Basu, I'm holding up Court's Exhibit
13 Number 2 in front of you. Can you see it.

14 MR. BASU: Yes.

15 THE COURT: Can you see the signature that
16 I'm pointing to near the bottom of the page above
17 the line marked defendant?

18 MR. BASU: Yes.

19 THE COURT: Is that your signature on this
20 waiver of indictment?

21 MR. BASU: Yes, it is.

22 THE COURT: Did you sign your name to this
23 form?

24 MR. BASU: Yes, I did.

25 THE COURT: Did you understand when you

1 signed this form that you were giving up your right
2 to have a grand jury be the ones to indict you?

3 MR. BASU: Yes.

4 THE COURT: Did you mean to give up that
5 right at the time that you signed this form?

6 MR. BASU: Yes, I did.

7 THE COURT: And had you discussed giving
8 up that right with your lawyer before you signed
9 it?

10 MR. BASU: Yes, I did.

11 THE COURT: All right. Does either
12 counsel know of any reason why Mr. Basu should not
13 waive his right to an indictment?

14 MR. MC CANN: No, Your Honor.

15 MR. GRIMSLEY: No, Your Honor.

16 THE COURT: All right. I find that this
17 waiver is knowingly and voluntarily made and I will
18 accept it.

19 Mr. Basu, you have a right to plead not
20 guilty to the charges against you. Do you
21 understand that?

22 MR. BASU: Yes, I do.

23 THE COURT: You would have a right to file
24 motions making legal challenges to the government's
25 case against you if you pled not guilty; for

1 example, you could seek to have the charges
2 dismissed or have evidence against you suppressed
3 or thrown out. Do you understand that?

4 MR. BASU: Yes, I do.

5 THE COURT: You would have the right to
6 have a jury trial in this case. That means that 12
7 citizens of the District of Columbia would sit in a
8 courtroom and determine whether you are guilty or
9 not guilty based upon evidence presented in a
10 courtroom. Do you understand your right to a jury
11 trial?

12 MR. BASU: Yes, I do.

13 THE COURT: If you choose to go to trial
14 you would have the right to be represented by your
15 lawyer at that trial. Do you understand that?

16 MR. BASU: Yes, I do.

17 THE COURT: At a trial you would have the
18 right through your lawyer to confront and cross
19 examine any witnesses against you. Do you
20 understand that?

21 MR. BASU: Yes, I do.

22 THE COURT: You would have the right to
23 present your own witnesses and you would have the
24 right to subpoena them to require them to testify
25 in your defense. Do you understand that?

The court:

1 ~~MR. BASU~~: At a trial you have would the
2 right to testify and present evidence on your
3 behalf if you wanted to. However, you would not
4 have to testify or present any evidence if you did
5 not want to. That's because you cannot be forced
6 to incriminate yourself, that means that you can't
7 be force to present evidence of your own guilt. Do
8 you understand that?

9 MR. BASU: Yes, I do.

10 THE COURT: If you chose not to testify or
11 to put on any evidence those choices could not be
12 used against you. Do you understand that?

13 MR. BASU: Yes, I do.

14 THE COURT: At a trial you would be
15 presumed by the law to be innocent just as you are
16 not. It is the government's burden to prove your
17 guilt beyond a reasonable doubt and until it does
18 that you cannot be convicted at any trial. Do you
19 understand that?

20 MR. BASU: Yes, I do.

21 THE COURT: If you went to trial and you
22 were convicted you would have the right to appeal
23 your conviction to the Court of Appeals and to have
24 a lawyer help you prepare your appeal. Do you
25 understand that?

1 MR. BASU: Yes, I do.

2 THE COURT: Do you understand what I mean
3 by your right to appeal?

4 MR. BASU: Yes, I do.

5 THE COURT: By pleading guilty, however,
6 you would be generally giving up your rights to
7 appeal. Do you understand that?

8 MR. BASU: Yes, I do.

9 THE COURT: Now there are some exceptions
10 to that. You can always appeal your conviction
11 after a guilty plea if you believe that your guilty
12 plea was somehow unlawful or involuntary, or if
13 there is some other fundamental defect in these
14 guilty plea proceedings. You may also have a right
15 to appeal your sentence if you think that the
16 sentence is illegal. Do you understand that?

17 MR. BASU: Yes, I do.

18 THE COURT: Now, if you plead guilty in
19 this case and I accept your guilty plea you will
20 give up all of the rights that I just explained to
21 you aside from the exceptions that I just mentioned
22 because there will not be any trial and there
23 probably will be no appeal. Do you understand
24 that?

25 MR. BASU: Yes, I do.

1 THE COURT: Do you want to give up your
2 rights to a trial and those rights to an appeal,
3 and all of the rights that I've explained that you
4 would have if your case went to trial?

5 MR. BASU: Yes, I do.

6 THE COURT: I have before me what has been
7 marked as Court's Exhibit Number 1, a waiver of
8 trial by jury bearing what purports to be the
9 signature of the defendant above the line marked
10 defendant.

11 Mr. Basu, I'm holding up Court's Exhibit
12 Number 1. Can you see what I'm holding up?

13 MR. BASU: Yes, I can.

14 THE COURT: Do you see the signature above
15 the line marked defendant that I'm pointing to on
16 this waiver of trial by jury?

17 MR. BASU: Yes, I can.

18 THE COURT: Is that your signature?

19 MR. BASU: Yes, it is.

20 THE COURT: Did you sign your name to be
21 waiver of trial by jury?

22 MR. BASU: Yes, Your Honor.

23 THE COURT: When you signed this did you
24 understand that you were giving up your right to a
25 trial by jury?

1 MR. BASU: Yes, I did.

2 THE COURT: Did you mean to give up that
3 right when you signed this waiver?

4 MR. BASU: Yes, I did.

5 THE COURT: And did you discuss giving up
6 that right with your lawyer before you signed this
7 waiver of trial by jury?

8 MR. BASU: Yes, I did.

9 THE COURT: All right. Does either
10 counsel know of any reason why Mr. Basu should not
11 waive his right to a trial by jury?

12 MR. MC CANN: No, Your Honor.

13 MR. GRIMSLEY: No, Your Honor.

14 THE COURT: All right. I find that this
15 waiver is knowingly and voluntarily made and I will
16 accept it.

17 I also have before me what has been marked
18 as Court's Exhibit Number 3, the plea agreement in
19 this case consisting of 12 pages bearing original
20 signatures on the last two pages.

21 Mr. Basu, I'm holding up this plea
22 agreement, Court's Exhibit Number 3, and I am
23 turning to the last page of it. Can you see that?

24 MR. BASU: Yes, I can.

25 THE COURT: I'm pointing to a signature

1 above the line marked Ramendra Basu, Defendant.

2 Can you see that signature?

3 MR. BASU: Yes, I can.

4 THE COURT: Is that your signature?

5 MR. BASU: Yes, it is.

6 THE COURT: Did you sign your name to
7 this?

8 MR. BASU: Yes, I did.

9 THE COURT: Accompanying this plea
10 agreement is a statement of facts marked as Court's
11 Exhibit Number 4 consisting of five pages. Now the
12 last page is signed solely by government
13 representatives on the copy that I have. Is that
14 the intention of the parties, that it just be
15 signed by the government?

16 MR. MC CANN: Yes, Your Honor. We have
17 shared it with the defendant and we will be going
18 over the facts here today.

19 THE COURT: All right.

20 Mr. Basu, is your willingness to plead
21 guilty the result of discussions that you or your
22 lawyer have had with the lawyer for the government?

23 MR. BASU: Yes, it is.

24 THE COURT: Do you have your own copy of
25 this plea agreement?

1 MR. BASU: Yes, I do.

2 THE COURT: Have you read it carefully?

3 MR. BASU: Yes, I did.

4 THE COURT: And do you understand its
5 terms?

6 MR. BASU: Yes, I do.

7 THE COURT: Have you discussed it with
8 your lawyer?

9 MR. BASU: Yes, I did.

10 THE COURT: Does this plea agreement
11 represent the entire understanding that you have
12 with the government?

13 MR. BASU: Yes, it does.

14 THE COURT: Has anyone given you any other
15 or different assurance of any kind to get you to
16 plead guilty in this case?

17 MR. BASU: No.

18 THE COURT: Do you have any confusion or
19 questions about this plea agreement at this moment?

20 MR. MC CANN: No, Your Honor.

21 THE COURT: All right. As I understand it
22 you are agreeing to plead guilty to the offenses of
23 conspiracy to commit wire fraud, a violation of
24 Title 18 of the U.S. Code Section 371 and violation
25 of the Foreign Corrupt Practices Act, a violation

1 of Title 15 of the U.S. Code Section 78DD-3.

2 Now, if I accept your guilty plea in this
3 case you could receive a maximum sentence under
4 Section 371 conspiracy charge of five years in
5 prison and five years in prison under the Foreign
6 Corrupt Practices Act. You would be subject to a
7 period of supervised release of up to three years
8 and you would be required to serve two years of
9 supervised release if imprisonment of excess of a
10 year is imposed.

11 Supervised release means that if you are
12 sent to prison then upon your release you will be
13 on supervision under conditions and rules under
14 which you must comply and if you violate any of
15 those conditions you could be sent back to prison
16 for an additional period of time.

17 In addition if you plead guilty you could
18 be subject to a maximum fine under the Foreign
19 Corrupt Practices Acts of \$100,000 and under the
20 conspiracy count of \$250,000. Actually I think the
21 alternative fine provision would apply to the
22 Foreign Corrupt Practices Act so that you'd be
23 subject to a maximum fine of \$250,000 on that count
24 as well.

25 You would be required to pay a special

1 assessment of \$100 per count for a total of \$200.
2 You could be subject to repay any amounts of
3 restitution that might be found warranted. You
4 might be ordered to provide notice of your
5 conviction to victims of the offense and if
6 appropriate you might be ordered to forfeit any
7 contraband or other certain property to the
8 government.

9 Mr. Basu, do you understand the maximum
10 punishment you could face if you plead guilty?

11 MR. BASU: Yes, I do.

12 THE COURT: Mr. Basu, there are
13 complicated guidelines for federal judges to follow
14 in determining the sentence in a federal criminal
15 case. A Sentencing Guidelines Manual specifies
16 sentencing ranges for specific offenses. Your
17 criminal record, if you have one, and the nature of
18 this offense are some of the factors that will
19 influence what your sentencing range might be. A
20 probation officer will conduct a presentence
21 investigation and submit a written report on those
22 and other factors to me and to both attorneys in
23 this case. Your attorney will have to go over that
24 report with you. Both of the lawyers will have a
25 chance to suggest changes to the report or to

1 object to portions of it.

2 At the time of sentencing I will hear from
3 both the lawyers and I'll have to make a
4 determination about what your sentencing guideline
5 range is. Once I do that I'll have to pick a
6 sentence within that range unless there are
7 exceptional circumstances such as a Motion for
8 Departure from that range. But I can never
9 sentence you to more than the maximum punishment
10 which I explained to you a little earlier.

11 Now, have you and your attorney talked
12 about the sentencing guidelines and how they might
13 apply to your case?

14 MR. BASU: Yes, I have, Your Honor.

15 THE COURT: All right. Mr. Basu, I want
16 you to tell me in your own words how much time you
17 think that you are facing under the sentencing
18 guidelines.

19 MR. BASU: Twelve to 18 months.

20 THE COURT: Twelve to 18 months?

21 MR. BASU: Yes.

22 THE COURT: All right. Mr. Grimsley, is
23 there anything you want to supplement with respect
24 to that?

25 MR. GRIMSLEY: I would say simply that

1 this is a fairly complicated case in as much as the
2 two charges are not standard charges. If one takes
3 this under the auspices of 2(f) 1.1 and combines
4 this all into the wire fraud count as far as the
5 amount of money involved I believe the basic
6 offense level would be six, there would be seven
7 points added for an offense level of 13, two points
8 added for more than minimal planning, and I would
9 expect that Mr. Basu would receive two points off
10 for acceptance of responsibility should everything
11 go correctly. That would put him in an offense
12 level of 13 and criminal history category one,
13 which would be 12 to 18.

14 I have, however, advised Mr. Basu that the
15 probation office could potentially utilize the
16 bribery guidelines at some level in this case and
17 that may result in a higher offense level than
18 otherwise estimated. But my best estimate is 12 to
19 18 months.

20 THE COURT: All right. Mr. Basu, did you
21 hear and understand what your lawyer said?

22 MR. BASU: Yes, I did.

23 THE COURT: And do you understand that to
24 have been the advice that you had gotten earlier?

25 MR. BASU: Yes.

1 THE COURT: All right. Now I will not be
2 able to determine the guideline sentence for your
3 case until after the presentence report has been
4 completed and after you and your lawyer and the
5 government's lawyer have had an opportunity to
6 object to any facts or conclusions that have been
7 put in the report by the probation officer. Do you
8 understand that?

9 MR. BASU: Yes.

10 THE COURT: Indeed the report may show,
11 for example, that your criminal record or your role
12 in the offense is greater than it appears now and
13 that your proper guideline range could expose you
14 to up to the maximum statutory period of 60 months,
15 not just the 18 months that you heard about. Do
16 you understand that?

17 MR. BASU: Yes.

18 THE COURT: And the sentence imposed may
19 be much higher than any estimate that your attorney
20 or the government might have made. Do you
21 understand that?

22 MR. BASU: Yes.

23 THE COURT: Indeed it could be as high as
24 60 months. Do you understand that?

25 MR. BASU: Yes.

1 THE COURT: Now after I've decided what
2 guideline applies to your case I do have the
3 authority in some circumstances to impose a
4 sentence that is more severe or less severe than
5 the sentence called for by the guidelines. Do you
6 understand that?

7 MR. BASU: Yes, I do.

8 THE COURT: Now the government has agreed
9 to consider filing a Motion Downward Departure from
10 your guideline range in exchange for your
11 cooperation. Whether they file that motion is
12 their decision and only their decision and neither
13 your lawyer nor I can force them to file such a
14 motion. Do you understand that?

15 MR. BASU: Yes, I do.

16 THE COURT: If they do file such a motion
17 I'm the one who will make that decision on whether
18 to grant it. Do you understand that?

19 MR. BASU: Yes, I do.

20 THE COURT: Now the government may have
21 the right just like you do to appeal any sentence
22 that I impose that may be improper. Do you
23 understand that?

24 MR. BASU: Yes, I do.

25 THE COURT: Parole has been abolished and

1 if your are sentenced to prison you will serve the
2 sentence that I impose and you would not be
3 released early on parole as used to be the case,
4 although you may be subject to a possible reduction
5 of your sentence for good time of up to 54 days a
6 year. Do you understand that?

7 MR. BASU: Yes, I do.

8 THE COURT: If you plead guilty and I
9 accept your guilty plea and find you guilty of a
10 felony then such finding might deprive you of
11 valuable civil rights, such as the right to vote,
12 the right to hold public office, the right to serve
13 on a jury and the right to possess any kind of
14 firearm. Do you understand that?

15 MR. BASU: Yes, I do.

16 THE COURT: If the proper guideline range
17 is higher than you expected, as I warned you it
18 could be, or the sentence is more severe than you
19 expected you would still be bound by your guilty
20 plea and would have no right to withdraw your
21 guilty plea. Do you understand that?

22 MR. BASU: Yes, I do.

23 THE COURT: And if I do not accept any
24 sentencing recommendation made by the lawyers at
25 sentencing you would still be bound by that guilty

1 plea and you would not have a right to withdraw the
2 guilty plea. Do you understand that?

3 MR. BASU: Yes, I do.

4 THE COURT: All right. Mr. Basu, you are
5 charged in a two count information with conspiracy
6 violation of Title 18 Section 371 of the U.S. Code,
7 conspiracy to commit wire fraud, and a violation of
8 the Foreign Corrupt Practices Act in violation of
9 Title 15 of the U.S. Code Section 78DD-3.

10 The information charges that you and at
11 least one other person from about February of '97
12 through about August of 2000 here in D.C. and
13 elsewhere conspired and agreed willfully and
14 knowingly to commit the offense of wire fraud and
15 that in furtherance of that agreement you
16 communicated by telephone or e-mail from Washington
17 to an individual in Sweden concerning a meeting at
18 which a bribe was to be paid to a Swedish
19 consultant among other overt acts. You are also
20 charged--

21 MR. GRIMSLEY: Your Honor, I believe it's
22 not that kickbacks were to be paid to a Swedish
23 consultant, it's that they were to be paid to a
24 member of the World Bank, a task manager.

25 THE COURT: I was looking at overt act 5.

1 What is the objection, the correction that you seek
2 to make though?

3 MR. MC CANN: I think court merely said
4 that he spoke to an individual in Sweden but not
5 that the payments were for the Swedish.

6 MR. GRIMSLEY: Oh, I had thought that at
7 the end of the court's statement that the court had
8 said that Mr. Basu had helped to facilitate bribes
9 to paid to a Swedish consultant and that was
10 incorrect if I misheard the court. The bribes were
11 to be paid to the task manager at the World Bank.
12 So, I may have misunderstood the court.

13 THE COURT: All right.

14 Just to clarify having read from or
15 looking at overt act 5, I meant to say with respect
16 to that overt act the charge is that Mr. Basu
17 communicated by phone or e-mail from Washington to
18 someone in Sweden for the purpose of facilitating a
19 meeting at which a bribe was to be paid to a World
20 Bank official from the individual or individuals in
21 Sweden.

22 MR. GRIMSLEY: That is correct.

23 THE COURT: Among other overt acts. All
24 right, thank you, Mr. Grimsley.

25 In addition the information charges that

1 in approximately January of 1999 here in the
2 District you sent an e-mail message willfully and
3 corruptly that contained bank account information
4 for an entity so that money could be transferred to
5 that account for the purpose of paying a bride to a
6 Kenyan official to influence his official actions
7 and decisions.

8 Now if these charges were to proceed to
9 trial, Mr. Basu, the government would be required
10 to prove each and every essential element of both
11 of those offenses at trial. With respect to the
12 conspiracy count the government would be required
13 to prove beyond a reasonable doubt first that the
14 conspiracy, or agreement, to commit wire fraud as
15 described in the indictment was indeed formed, or
16 reached, or entered into by two or more persons;
17 second, at some during the existence or life of
18 that agreement you knew the purpose of the
19 agreement and deliberately joined in that
20 agreement; and third, that sometime during the
21 life, or existence, of that agreement that one of
22 the agreement's members knowingly performed one of
23 the overt acts charged in the information in order
24 to further the purpose of the agreement.

25 With respect to the Foreign Corrupt Trade

1 Practices Act the government would be required to
2 prove beyond a reasonable doubt first that you
3 acted within the territory of the United States in
4 connection with that count; secondly, that you used
5 any means or instrumentality of interstate
6 commerce; third, that you acted corruptly and
7 willfully in using the means and instrumentality of
8 interstate commerce; fourth, that your use of the
9 means and instrumentality of interstate commerce
10 furthered a promise to pay, or an authorization of
11 the payment of money; fifth, that you knew that all
12 or a portion of the payment would be offered,
13 given, or promised directly to a foreign official;
14 sixth, that the payment for the purpose of inducing
15 the foreign official to use his influence with a
16 foreign government to influence an act of that
17 government; and seventh, that the inducement was in
18 order to assist you in directing business to any
19 person.

20 Now, Mr. Basu, I'm going to ask that the
21 prosecutor tell me and tell you what happened in
22 this case. I want you to listen very carefully.
23 When he is finished I'm going to ask you if
24 everything that he has said is true. If there is
25 anything that he says that is not true or accurate

1 I'll ask you to let me know that. So, do you
2 promise to listen carefully and inform me of any
3 inaccuracies?

4 MR. BASU: Yes, Your Honor.

5 THE COURT: All right. You may have a
6 seat.

7 Counsel, what would the government's
8 evidence show if this case went to trial?

9 MR. MC CANN: Your Honor, in the event
10 that this matter went to trial the defendant agrees
11 that the government would prove the following facts
12 beyond a reasonable doubt:

13 That the World Bank is a public
14 international organization which funds development
15 projects throughout the world, it's principal
16 office is located in the District of Columbia,
17 where the defendant was employed as an officer in
18 the Consultant's Trust Fund Office from 1996 to
19 2000 except for about three months in late 1997.

20 Trust funds are contributed to the World
21 Bank by member nations to be used to fund contracts
22 to consultants from that member nation. The
23 consultant contracts are used to support World Bank
24 projects supervised by a World Bank task manager.

25 As a trust funds officer the defendant's

1 duties included recommending consultants to task
2 managers and approving task managers' requests for
3 consultant trust funds. In most cases once a
4 project is approved for financing by the World Bank
5 the project is managed by the Project
6 Implementation Unit, or PIU, which is headed by a
7 local government official. The PIU selects from
8 among competing bids by subcontractors for work on
9 the contract. The World Bank reviews these
10 selections and issues a no objection letter
11 provided the subcontractors are qualified for the
12 work and have submitted the most competitive bid.

13 Under World Bank procedures task managers
14 select and retain consultants to perform both the
15 feasibility studies and continued technical
16 consulting with the PIU if needed. Generally the
17 cost of retaining such consultants are funded
18 through trust funds established by individual donor
19 countries. Task managers at the World Bank apply
20 to the Consultant Trust Fund office before the
21 trust fund monies can be released to a consultant.

22 In mid 1997 in the District of Columbia
23 the defendant met with a World Bank task manager
24 and a prospective consultant whose principal office
25 was located in Stockholm, Sweden. This person is

1 hereinafter referred to as the Swedish consultant.
2 During the meeting they talked about contract
3 opportunities for the Swedish consultant. In
4 subsequent conversations between the defendant, the
5 task manager and the Swedish consultant the
6 defendant agreed to facilitate the payment of
7 bribes from the Swedish consultant to task manager
8 in exchange for task manager directing contracts to
9 the Swedish consultant. It was also understand
10 that the defendant would at some point obtain a
11 future position with the Swedish consultant.

12 In September 1997 the defendant left his
13 employment at the World Bank and worked for the
14 Swedish consultant's company. At the defendant's
15 suggesting the defendant's father, brother-in-law
16 and a close friend began working for the Swedish
17 consultant. During this period the defendant
18 agreed to pay 10 percent of the value of contracts
19 that the defendant worked on for the Swedish
20 consultant.

21 From November 1997 to January 1998 the
22 task manager caused three contracts to be awarded
23 to the Swedish consultant. The task manager caused
24 two contracts for \$40,000 and \$35,000 respectively
25 to be awarded to the Swedish consultant for a

1 building project in Ethiopia. The task manager
2 caused another contract for \$99,800 to be awarded
3 to the Swedish consultant for an urban
4 transportation project in Kenya.

5 In December 1997 the defendant resumed his
6 employment at the World Bank as a trust funds
7 officer. He continued to perform work on World
8 Bank contracts for the Swedish consultant however
9 and he continued to be paid for this work by the
10 Swedish consultant.

11 Throughout 1998 the defendant facilitated
12 a payment of bribes to the task manager by
13 contacting the Swedish consultant and arranging for
14 the task manager to meet the Swedish consultant in
15 London, England for payment of kickbacks.
16 Thereafter the task manager travelled to London,
17 England, met the Swedish consultant and was paid
18 according to the agreement.

19 The defendant also participated in a
20 payment to a corrupt Kenyan official related to the
21 urban transportation project in Kenya. A business
22 associate of the defendant referred to as the
23 American consultant was hired by Kenyan officials
24 after an introduction arranged by the task manager.
25 The American consultant was to perform work on the

1 urban transportation project in a joint venture
2 with a Kenyan company known as Geomaps. With the
3 knowledge of the defendant the American consultant
4 agreed to forward a portion of the money that it
5 received on the contract to the Swedish consultant
6 to pay kickbacks to the task manager and Kenyan
7 government officials supervising the project.

8 In January 1999 the defendant sent via
9 e-mail the bank account number of Geomaps to the
10 Swedish consultant with knowledge that money
11 forwarded from the American consultant to the
12 Swedish consultant would be paid to a Kenyan
13 government official as a bribe. Shortly thereafter
14 \$50,000 was wire transferred from the account
15 controlled by the Swedish consultant to the Geomaps
16 account in Kenya for the benefit of the Kenyan
17 government official.

18 The defendant acknowledges that he entered
19 into an agreement to cause business funded by the
20 World Bank's trust funds to be awarded to the
21 Swedish consultant with the understanding that once
22 the funds were released the Swedish consultant
23 would pay kickbacks to the task manager. The
24 defendant and Swedish consultant communicated about
25 the terms of the scheme by electronic mail. The

1 defendant also agrees that up through January 1999
2 he agreed to facilitate payment to a Kenyan
3 government official with the knowledge that such
4 payment was to corruptly influence an act or
5 decision of the foreign official in his official
6 capacity.

7 THE COURT: Counsel, forgive me for
8 interrupting. May I ask you at this point what act
9 or decision by the Kenyan official was the subject
10 of the bribe?

11 MR. MC CANN: The Kenyan official had
12 awarded--facilitated the award of contracts to the
13 American consultant in order to route money from
14 World Bank money from the American consultant to
15 the other conspirators, ultimately to the Swedish
16 consultant which then would be paid out of a bank
17 account operated by the Swedish consultant. From
18 the bank account of the Swedish consultant bribes
19 would be paid to the task manager at the World Bank
20 and also to the Kenyan government official.

21 THE COURT: The act or decision though was
22 the awarding of the--to facilitate the awarding of
23 the contract to the American consultant?

24 MR. MC CANN: Yes, which would also
25 forward this scheme.

1 THE COURT: Go ahead.

2 MR. MC CANN: The defendant also concedes
3 that in furtherance of making a corrupt to a
4 foreign government official he passed critical
5 information to his co-conspirators by sending an
6 electronic communication from Washington, D.C. to
7 Sweden in January 1999.

8 That concludes the proof that the
9 government would offer at trial.

10 THE COURT: All right, thank you.

11 Mr. Basu, would you and your lawyer come
12 back up to the podium?

13 Mr. Basu, is what the prosecutor has just
14 said a true and accurate description of what you
15 did in this case?

16 MR. BASU: Yes, it is.

17 THE COURT: Is it indeed true that in or
18 about 1997 here in D.C. you met with a task manager
19 employed by the Bank and a Swedish consultant for
20 the purpose of arranging to have bribes paid by the
21 Swedish consultant to the task manager in exchange
22 for the task manager directing contracts to the
23 Swedish consultant?

24 MR. BASU: It was not at the meeting, it
25 was--

1 THE COURT: Could you speak a little
2 louder, please?

3 MR. BASU: It was not at the meeting that
4 any bribes were discussed but it was later on that
5 the task manager demanded bribes from the
6 consultants. It was not at that meeting in mid
7 June, or mid 1997, it was later on.

8 THE COURT: All right. Well is it true
9 that later on you, and the task manager, and the
10 Swedish consultant came to an understanding and an
11 agreement that you would proceed with having the
12 task manager steer contracts to the Swedish
13 consultant in exchange for bribes that would be
14 paid by the consultant to the task manager?

15 MR. BASU: That's true.

16 THE COURT: And is it true that you
17 participated in arrangements to have the task
18 manager come to pick up some of the bribe money in
19 different locations?

20 MR. BASU: It is true.

21 THE COURT: And is it true that as a part
22 of that process you and others would send
23 electronic communications in the form of e-mails or
24 telephone calls in international or interstate
25 commerce to effectuate this plan?

1 MR. BASU: It's true.

2 THE COURT: And that the plan was to
3 involve having the contracts steered to the Swedish
4 consultant and awarded to the Swedish consultant
5 notwithstanding the merit of the contract or
6 whether or not that contract truly ought to have
7 been awarded under the guidelines and procedures
8 set up by the World Bank?

9 MR. BASU: Yes, Your Honor.

10 THE COURT: All right. Is it also the
11 case that sometime around January of 1999 you sent
12 via e-mail the bank account number of a contractor
13 to the Swedish consultant in furtherance of an
14 agreement to have a Kenyan government official
15 steer or facilitate the award of a contract to that
16 contractor in exchange for the monetary bribe that
17 was to be wire transferred by or through the
18 Swedish consultant to that contractor's account in
19 Kenya?

20 MR. BASU: Yes, Your Honor.

21 THE COURT: And you sent that e-mail from
22 here in the United States?

23 MR. BASU: Yes, I did.

24 THE COURT: And you knew that it was an
25 unlawful act to influence that Kenyan official to

1 steer that contract?

2 MR. BASU: Yes, it was.

3 THE COURT: And you knew at that time that
4 payment would be made to the Kenyan official for
5 purposes of steering that contract to the
6 contractor?

7 MR. BASU: Yes.

8 THE COURT: All right. Mr. Basu, has
9 anyone including your attorney, or the police, or
10 the prosecutor, or any other person that you've
11 come in contact with since you were charged in this
12 case promised you or suggested to you that I will
13 give you a lighter sentence just because you are
14 pleading guilty?

15 MR. BASU: No.

16 THE COURT: Has anyone made any promises
17 to you as to what sentence I will impose in this
18 case if I accept your proposed guilty plea?

19 MR. BASU: No.

20 THE COURT: At this time I don't know what
21 sentence I will impose in your case since I haven't
22 heard yet from the lawyers or the Probation Office.
23 Do you understand that?

24 MR. BASU: Yes.

25 THE COURT: Has anyone made any promises

1 to you in connection with your proposed guilty plea
2 other than the ones that are contained in the plea
3 agreement?

4 MR. BASU: No.

5 THE COURT: Mr. Basu, has anyone forced
6 you, or threatened you, or coerced you in any way
7 into proposing to enter this plea of guilty?

8 MR. BASU: No.

9 THE COURT: Now even though the prosecutor
10 may not ask that you be incarcerated pending
11 sentence in this case his decision is not binding
12 on me and will not decide until after I accept your
13 guilty plea whether or not to release you between
14 now and the date of your sentence. Do you
15 understand that?

16 MR. BASU: Yes.

17 THE COURT: Is there anything that you
18 don't understand about this proceeding or about
19 your proposed plea in this case?

20 MR. BASU: No.

21 THE COURT: Is there anything that you
22 want to ask me, or ask your lawyer, before you make
23 a decision about whether you want to plead guilty
24 or go to trial?

25 MR. BASU: No, Your Honor.

1 THE COURT: Are you now ready to make a
2 decision on whether you want to enter a guilty plea
3 to this information, or whether you want to go to
4 trial?

5 MR. BASU: Yes.

6 THE COURT: What is your decision with
7 respect to each count of this information?

8 MR. BASU: I plead guilty.

9 THE COURT: Are you entering this plea of
10 guilty voluntarily and of your own free will?

11 MR. BASU: Yes, I am.

12 THE COURT: Are you entering this guilty
13 plea because you are guilty and for no other
14 reason?

15 MR. BASU: Yes.

16 THE COURT: All right. I'm satisfied that
17 Mr. Basu is fully competent and capable of making a
18 decision today, that he understands the nature of
19 consequences of what he is doing, that he is acting
20 voluntarily and of his own free will, and that
21 there is an adequate factual basis for this plea.
22 I therefore accept his plea.

23 Let me hear from both sides with respect
24 to respect to conditions of release is any.

25 MR. MC CANN: Your Honor, this situation

1 here is much the same as the Gauto Samgupta plea
2 that you took back in February. The government
3 would agree to the defendant being released on his
4 own recognizance until the date of sentence.

5 I have quickly reviewed the pretrial
6 investigation and the conditions of release that
7 are mentioned in there and they are adequate as far
8 as the government is concerned.

9 THE COURT: All right. Mr. Grimsley.

10 MR. GRIMSLEY: Your Honor, I have not
11 received a copy of that report.

12 THE CLERK: I just received it this
13 morning, Your Honor, and only one copy. I haven't
14 had the opportunity to share it with counsel.

15 THE COURT: Counsel, you may have that
16 one. I think that I had an extra copy anyway. Do
17 you have your own copy?

18 MR. GRIMSLEY: No, I do not.

19 THE COURT: Ms. Romero, do you want one
20 for the file?

21 THE CLERK: Thank you, Your Honor.

22 MR. GRIMSLEY: My only request, Your
23 Honor, is that Mr. Basu be allowed to retain his
24 passport. He is not a flight risk in this case.

25 Indeed the investigation in this case has

1 been on going for I think two to three years at
2 this point in time, proceeded through the World
3 Bank and then to the Justice Department. Mr. Basu
4 has not been under any sort of arrest or court
5 order during any of that time, he has not left the
6 country even for a holiday during that period of
7 time.

8 As a foreign national he is required at
9 all times to carry his passport with him, on him.
10 If the court desires his passport at some future
11 date, or needs his passport for some reason, he can
12 certainly provide it to me and I can provide it to
13 the court.

14 I think at this point in time especially
15 given the fact that he is a foreign national, and
16 the fact that he has shown no propensity to flee
17 from this charge, indeed has at every opportunity
18 met with the government and been very forthcoming
19 with the government, that he be allowed at this
20 point in time to hang on to his passport.

21 THE COURT: Aside from your claim that as
22 a foreign national is required to carry his
23 passport at all times why otherwise does he need to
24 retain his passport between now and sentencing?

25 MR. GRIMSLEY: Your Honor, he is also--obviously

1 as a foreign national he has certain
2 immigration concerns, he currently is an on H1B
3 visa, he may need his passport at any time if work
4 authorization is to change, or if his residency
5 status were to change in some form or fashion he
6 may need to produce his passport to the INS
7 services to demonstrate the information contained
8 therein.

9 THE COURT: And why wouldn't that be able
10 to--if he surrendered his passport to pretrial why
11 wouldn't he be able to have whoever needs to know
12 about it or see it have it produced for that
13 limited purpose for that limited time?

14 MR. GRIMSLEY: May I confer briefly, Your
15 Honor?

16 THE COURT: Sure.

17 (Off the record.)

18 MR. GRIMSLEY: Your Honor, if Mr. Basu
19 can--another way to do it would be to allow Mr.
20 Basu to leave his passport with me, Your Honor, as
21 his lawyer and then I could provided it to him on
22 those times that he needed it. He's just concerned
23 about the opportunity to getting it in a timely
24 fashion from Pretrial Services, but if it would not
25 be a problem with obtaining it in fairly short

1 order he would be willing to leave with the
2 Pretrial Services Agency.

3 THE COURT: And what is your authority for
4 the proposition that he is required at all times as
5 a foreign national to be in physical possession of
6 his passport?

7 MR. GRIMSLEY: I apologize, Your Honor, I
8 had misunderstood something that Mr. Basu had said.
9 He just explained to me that he does not actually
10 have to be in physical if it. But he is just
11 concerned as a foreign national there may be
12 circumstances in which he has to present a
13 passport.

14 THE COURT: All right. Mr. McCann.

15 MR. MC CANN: Your Honor, the only caveat
16 to that is that the defendant will probably be
17 needing his passport, which he can get from
18 Pretrial Services, if he is cooperating with us
19 with regard to officials in other countries, which
20 is expected but he can always pick up his passport
21 from Pretrial Services at that point.

22 THE COURT: All right. What I'm going to
23 do is this, I'm going to release Mr. Basu on his
24 own recognizance with the following conditions. I
25 will require that Mr. Basu maintain telephone

1 contact with the Pretrial Services Agency one time
2 per week, that Mr. Basu also maintain affirmative
3 contact with any agent or agents of the law
4 enforcement that the government identifies. I will
5 require that Mr. Basu surrender to Pretrial
6 Services his passport.

7 Mr. Grimsley, if there are any
8 circumstances in which the passport has to be
9 borrowed or loaned on some temporary basis and
10 you're encountering any difficulty with getting
11 that I'll be happy to have you contact Ms. Romero
12 to see if I could see you on an emergency basis to
13 try and help extract that passport from the
14 possession of Pretrial Services. But I'll also
15 direct that Mr. Basu not apply for any other
16 passport or travel authorization to any other
17 location without the prior--without informing the
18 government prior to that, and having the
19 government's approval of that.

20 All right. Anything else on that score?

21 MR. GRIMSLEY: Just a moment?

22 THE COURT: Yes.

23 MR. GRIMSLEY: Your Honor, Mr. Basu is
24 also somewhat concerned about whether he may have
25 to travel within the United States at times for his

1 job and I told him that we should be able to clear
2 that through Pretrial Services, but I did not know
3 whether we needed to come to the court to
4 specifically allow him to travel in that regard or
5 whether we would have the opportunity to simply go
6 and discuss it with Pretrial Services.

7 THE COURT: I have not imposed and will
8 not impose any travel restrictions domestically on
9 Mr. Basu. There are occasions when I will impose a
10 requirement that the defendant stay within the
11 Metropolitan area. I'm not imposing that in this
12 case.

13 MR. GRIMSLEY: Thank you, Your Honor.

14 THE COURT: So, for domestic travel there
15 is no preclearance required.

16 MR. GRIMSLEY: Thank you.

17 THE COURT: All right.

18 THE CLERK: Mr. Basu, would you step
19 forward, please.

20 Do you understand the conditions of your
21 release that have been set forth by the court?

22 MR. BASU: Yes, I do.

23 THE CLERK: Please raise your right hand.

24 Do you solemnly affirm that you will abide
25 by the conditions of release that have been set

1 forth by the court?

2 MR. BASU: I will.

3 THE CLERK: I'll need your signature.

4 THE COURT: Shall we order a presentence
5 investigation at this point or delay it?

6 MR. MC CANN: We would ask, Your Honor,
7 that it be delayed approximately four months, and
8 that's what we did the last time with Mr. Sangupta,
9 so that we can get on with the business of
10 cooperation.

11 THE COURT: All right, let me do this.
12 Three months from now we'll set a deadline by which
13 the parties have to file a joint written status
14 report. What would three months be?

15 THE CLERK: March 17th, Your Honor.

16 THE COURT: And in that report the parties
17 should indicate whether the case is ready for a
18 presentence investigation to be ordered and if it
19 is to suggest three mutually agreeable sentencing
20 dates 70 days thereafter, no sooner than 70 days
21 thereafter. If the case is not ready at that point
22 to have a presentence investigation ordered then
23 the parties should suggest a new deadline for a
24 supplemental joint written status report that
25 reports on the same matters. But we'll have the

1 deadline for that report be March 17th, 2003.

2 MR. GRIMSLEY: Your Honor, as it turns out
3 Mr. Basu does not actually have his passport at
4 this time. I will be tendering it to the Pretrial
5 Services Agency tomorrow however.

6 THE COURT: All right.

7 Mr. Basu, we don't have a date at this
8 moment for you to return to court but once that
9 date is set that date will be communicated to you
10 either by your lawyer, or the government's lawyer,
11 or by this court. On whatever date that is set for
12 you to return to court you will be required to show
13 up on that date. If you fail to show up on that
14 date you could be subject to separate prosecution
15 for the offense of failure to appear in court. In
16 addition if you violate any of the conditions of
17 your release that you've been released on at the
18 moment you could be subject to punishment for that.
19 And if you commit any crime between now and that
20 time that you come back for sentencing you could be
21 subject to more severe punishment for that offense
22 than you would have been had you not been under
23 conditions of release. Do you understand all of
24 those things.

25 MR. BASU: Yes, sir.

1 THE COURT: All right. Anything further,
2 counsel?

3 MR. GRIMSLEY: No, Your Honor.

4 THE COURT: Anything else?

5 MR. MC CANN: No, Your Honor.

6 THE COURT: All right, thank you very
7 much, you may be excused.

8 (Proceedings concluded at 11:02 a.m.)

C E R T I F I C A T E

I, **KATHERINE K. MOOMEY**, the Official Court Reporter for Miller Reporting Company, Inc., hereby certify that I recorded the foregoing proceedings; that the proceedings have been reduced to typewriting by me, or under my direction and that the foregoing transcript is a correct and accurate record of the proceedings to the best of my knowledge, ability and belief.


KATHERINE K. MOOMEY

RECORD OF CONVERSATION

DATE	4/24/00	START	11:00	END	7:00	COUNTRY	USA
SUBJECT	Swedcon contracts						
CASE/REF NO.	USA-08-RJB-02						
TRS CODE							
INDIVIDUAL INTERVIEWED	Ramendra Basu						
ORGANIZATION/UNIT	World Bank / PSDKM						
ADDRESS, PHONE, FAX,	473-1959						
INTERVIEWED BY	Joseph Scafidi						
OTHER INDIVIDUALS PRESENT	Steve Umin, Peter Conway						
<p>This memorandum reflects information obtained during an interview of Ramendra Basu (Raja) conducted by Peter Conway, Joseph Scafidi and Steven Umin on April 24-26, 2000. The purpose of the interview is to gather information regarding possible law enforcement litigation matters. This memorandum does not contain a verbatim, or substantially verbatim, transcript of the interview, and has not been shown to be reviewed, signed, approved, or adopted by Ramendra Basu. Rather, this memorandum contains my interpretation of statements made by Ramendra Basu and summarizes my impression of those statements. The memorandum incorporates privileged and confidential information and is protected by the attorney-client and work product privileges.</p>							

RECORD OF CONVERSATION

I. INTRODUCTION

On Monday, Tuesday and Wednesday, April 24-26, 2000, Peter Conway, Professional Ethics Office, Joseph Scafidi, Anti-Corruption and Fraud Investigations Unit, and Steve Umin, Counsel, interviewed Mr. Ramendra Basu ("Raja"), Private Sector Development Specialist, at the World Bank's Anti-Corruption and Fraud Investigations Unit at 1800 G Street in Washington. Monday's meeting lasted from approximately 11:00 a.m. until approximately, 7:00 p.m. Tuesday's meeting began at approximately 11:00 a.m. and ended at approximately, 3:50 p.m.¹ Wednesday's meeting began at approximately 10:00 a.m. and ended at approximately 2:00 p.m. We took multiple fifteen-minute breaks usually upon the request of Raja. The ACFIU offered and provided Raja with beverages, lunch, access to the telephone and breaks whenever he requested one.

At the outset of the April 24 interview, Mr. Conway, Mr. Scafidi and Mr. Umin introduced themselves and Mr. Conway provided Raja, pursuant to Staff Rule 8.01, with a letter setting forth specific allegations of misconduct. The letter indicated alleged wrongdoing relating to Raja's relationship with Eje Carlsson, Claes Fjellner, Jonas Gyllensvaan and Nandha Kumar Ranganathan, Principal Private Sector Development Specialist. Mr. Conway explained the process and addressed any questions Raja had about the investigative process. After the interview began, Raja decided to become cooperative but needed additional questions answered.

¹ At the conclusion of the meeting, Raja offered to drive Mr. Scafidi to Raja's home at 6414 Tilden Ln., Rockville, MD 20852 in order to provide the Bank with access to his personal computer.

RECORD OF CONVERSATION

John McCormick, ACFIU, then entered the interview room and further explained the process and stressed that the Bank could not predict the ultimate outcome of the investigation. Mr. McCormick described the full range of potential penalties, from administrative leave, to formal reprimand, to termination. He also mentioned the possibility of the Bank referring the matter to local law enforcement authorities. Mr. McCormick stressed however, that neither he nor anyone else at the Bank had concluded that Raja had committed the offenses alleged in the 8.01 letters, and that our responsibility is to gather relevant facts. Furthermore, while Mr. McCormick emphasized that he could not promise Raja leniency or favorable treatment, he did mention that he would bring Raja's cooperation to the attention of those at the Bank who would make the final decisions in the case. Mr. McCormick made clear that Raja's cooperation would be favorably noted only if it were full and completely honest. Mr. McCormick also told Raja that neither Mr. McCormick nor any of the other interviewers could advise Raja as what was in his best interests. After listening to Mr. McCormick, Raja agreed to cooperate fully and stated that he did not want to go back to work.



RECORD OF CONVERSATION

II. PERSONAL BACKGROUND

A. Bank Responsibilities

Although Raja has served the Bank in various capacities since 1989, it took him eight years before he received a regular staff position. In December 1997, Raja accepted a regular staff position as a Cofinancing Officer in the Trust Funds and Cofinancing Department. As a Cofinancing Officer, Raja was assigned to process "Request for Consultant Trust Funds" forms, create donor reports, create management reports, create quarterly reports, create semi-annual reports and answer questions from Bank staff about the consultant trust funds ("CTF"). In addition, during May 1999, his manager Kawin Wilairat left the department and Raja took over for him until somebody else was appointed. Raja described his job in the Cofinancing Department as miserable and said he aspired to get involved in operational work, that would utilize his skills to his capacity. He added that on various occasions he considered leaving the Bank and often thought about starting his own consulting company.

Raja attempted to achieve his goal of becoming involved in the operational side of the Bank by using his accounting skills to "cross-support" Task Managers with some of their basic financial management needs. He explained that he provided "cross-support" in order to gain financial management experience so that he could ultimately apply for a position as a Financial Management Specialist (FMS). To that end, Raja also received the Bank's Financial Management Specialist certification in 1998. Once he received his certification, he began "cross-supporting" Task Managers as an FMS, reviewing the financial fitness of Project Implementation Units (PIU) to ensure that they complied with Bank guideline 10.02. In this capacity, he was responsible

RECORD OF CONVERSATION

for reporting to the Task Manager on the financial management of the project.

In December 1999, Raja joined Private Sector Development Knowledge Management ("PSDKM") to work on Corporate Governance, a joint program initiated by the Bank Group and OECD. He stated that his new position was a good fit for him, allowing him to use the fund raising skills he had acquired in Consultant Trust Funds as well as to continue to provide "cross-support" as an FMS in Europe and Central Asia ("ECA") region.

B. Personal Finances

As a level (GF), Raja earns approximately \$80,000 tax free per year. His wife, Arundhati Basu ("Arin")², is a journalist for Radio Free Asia and makes approximately \$45,000 per year. Raja's additional sources of income include work that he does for his father, Raghavendra Nath Basu ("Raghavendra")³, who is a consultant for an Australian company. Raja further stated that he does not invest in the stock market and that he has no other sources of income. Raja spends about \$6,000 per month.

Raja and his wife own a house in Maryland that is worth \$480,000. They made their down payment with money from their Bank Fund Staff Federal Credit Union ("BFSFCU") account

² Arundhati Basu is also known as Arin and Tuktuki. She is the sister of Aniruddha Mukherjee.

³ See 561. Raghu Bendra Basu is also known as Baba.

RECORD OF CONVERSATION

and a gift from his father.⁴ Raja stated that before he bought his home the greatest cash balance in his in BFSFCU account was \$30-\$35,000. Raja added that he also has joint bank accounts with his father and his sister-in-law, Pritha (Sona) Mukherjee, at Citibank. He further added, that the bank account with his sister-in-law was used to receive insurance money that she was owed as a result of the death of her husband Aniruddha Mukherjee. Raja and his wife own two automobiles: a Honda Accord (worth \$7,000) and an Audi, which he bought for \$6,000. He stated that they do not have a brokerage account. Raja provided releases for his bank accounts at the Bank Fund Staff Federal Credit Union and Citibank to support his statements. Raja also provided releases for his American Express Credit Card, his Diners Club Card, two of his Visas and a MasterCard. Finally, Raja provided releases for AOL and Microsoft personal e-mail accounts.

Raja's assets are offset by four major liabilities. First, he has a \$400,000 mortgage from the BFSFCU. Second, he has a loan payable to his father of \$20,000-\$25,000. Third, he has a home equity loan of \$40,000, which he used for renovations. And finally, he owes credit card companies approximately \$80,000.

⁴ See Mortgage Application.

RECORD OF CONVERSATION

III. ADVANCING IN THE BANK

A. Recruitment

In 1989, Raja applied for a position at the World Bank. Raja used Gautam Sengupta, Principal Financial Analyst as a reference. Raja stated that he knew Mr. Sengupta in India and that they have known each other for a very long time. Raja further explained that he felt a sense of loyalty to Mr. Sengupta for helping him get a job at the Bank because it was a difficult job to get.

B. Consultant Trust Funds

In April 1996, Raja accepted a consultant position in the Trust Funds and Cofinancing Department. In February 1997, Raja traveled to Sweden, Norway and Denmark to meet with their respective development agencies about the CTFs. While in Sweden, he also participated in a Swedish International Development Agency ("SIDA") sponsored seminar. At the seminar, he met with approximately two hundred and seventy consulting firms and spoke to them about the CTF program.

In September 1997, Raja left the Bank for a period of three months. He intended not to return to the Bank, but when he was offered a regular staff position as a Cofinancing Officer in the same department where he worked since April of 1996, he changed his mind. Although he was not happy in that job, Raja stated that he wanted a steady income and benefits and that there were promises of promotions. Upon reflection, Raja stated, "I made one mistake -- coming back to the Bank in exchange for favors." Raja stated that he would not tell the interviewers who he owed the favors to.



RECORD OF CONVERSATION

According to Raja, Kevin Young, retired Manager of Private Sector Development Privatization Services ("PSDPS") and Kumar Ranganathan, acting Manager of PSDPS, influenced Rolando Arrivillaga to give Raja a position in the Trust Fund Unit as a Cofinancing Officer. Raja further explained that Private Sector Development ("PSD") is the largest user of trust funds in the Bank. He estimated that approximately 80% of the department's projects are funded by trust funds.

Incidentally, trust funds are valuable, not only to those in PSDPS, but also to other Task Managers because they are in short supply. The Cofinancing Officers have the ability to give preferential treatment to Task Managers requesting CTFs. Therefore, a number of Task Managers would dangle better opportunities in front of Raja in return for preferential treatment in processing their applications and doing other things outside of his job description. Raja listed the following Task Managers in that group: Kumar Ranganathan, Lorenz Pohlmeier, Jeffrey Reid, Thomas Blinkhorn, Joseph Goldberg and Gautam Sengupta.

Kumar Ranganathan sent Raja to Sri Lanka and promised him an FMS position. Lorenz Pohlmeier, the coordinator of FMS work in ECSSD, told Raja to take advantage of FMS work because an FMS opportunity was opening up in the region. Jeffrey Reid, East Asia, would dangle mission opportunities and possibilities. Thomas Blinkhorn offered Raja's wife a job as an assistant. Gautam Sengupta recommended Raja for his first job at the Bank.

RECORD OF CONVERSATION

C. Faults with the CTF System

Raja explained that, as one who had approval authority over CTFs and one who relied on Task Managers to advance his career in the Bank, he felt that he had to take part in most of the scenarios explained above. Raja even speculated that Task Managers misuse 25% of the Consultant Trust Funds. For example, by using the wrong nationality consultants thereby disobeying the trust fund agreement.

When asked how the trust fund system might be operated better and how these situations could be avoided in the future, Mr. Basu replied that the best solution would be to outsource the whole program. Further, he stated that the system is weak because the Trust Fund Officer has too much approval authority and that they are subject to be unfairly influenced by Task Managers, Division Chiefs and Unit Chiefs. Mr. Basu also added that at one point in time he wrote a memo to his manager, Shamima Khan, describing the weaknesses of the system and possible solutions. According to Mr. Basu, she ignored the recommendations.

RECORD OF CONVERSATION

IV. SWEDCON RELATIONSHIP

A. Introduction

Raja met Eje Carlsson and Claes Fjellner of Swedcon at the February 1997, SIDA conference in Stockholm. In May or June of that year, Swedcon came to Washington and met with Raja at the Bank. Raja then introduced Swedcon to Gautam Sengupta, Prabhat Jha and Kumar Ranganathan. In general, Raja recommended Swedcon to many Task Managers due to Swedcon's Project Management Report capabilities.

Raja's first project management experience with Swedcon was during the summer of 1997. At the time Swedcon and Raja worked for Task Manager, Salem Gafsi, on the Uzbekistan Cotton Sub-sector Improvement project. For unknown reasons, Mr. Gafsi suggested that Claes Fjellner and Swedcon reimburse Raja for the expenses he accrued as a consultant on the project. As a result, Raja was listed as an employee of Swedcon on the contract. Raja asserted that that he never received any money from Swedcon for this or any other work.

B. Recommending Swedcon

While he did not receive financial remuneration, Raja benefited by having Swedcon assist him in building his reputation as an FMS. Raja stated that as he was developing his reputation as an FMS he wanted his projects to be recognized as conforming to the best practices⁵. Therefore, a consulting firm that he could control was an asset. Raja introduced Swedcon to Bank staff. During the contracts Swedcon obtained, Raja did work for Swedcon so that the projects would look good and he would be recognized as an excellent

⁵ See Document 504

RECORD OF CONVERSATION

FMS.

On three projects in particular, Raja stated that he recommended Swedcon and subsequently supervised them: the Ukraine Ozone Depletion Project, the Lithuania Municipal Development Project and the Romania GEF Project. Although Raja recommended Swedcon, he maintains that he does not take responsibility for any of the contracts that Swedcon received, since it was ultimately up to the Task Managers to decide whom to hire. Raja also noted that he recently had stopped payments to Swedcon on the Lithuania Municipal Development Project because of poor quality and that he cancelled Swedcon's contract for the Ukraine project because they were too expensive. In the Ukraine, he had replaced Swedcon with his friend Jonas Gyllensvaan.

In addition to recommending and supervising Swedcon, Raja had the ability to approve the CTF for the firm. For example, when Mr. Ranganathan applied for trust funds, Raja would give him preferential treatment in approving the trust funds. It was then up to Kumar to use the funds for contracts.

Furthermore, Raja would also do work on Swedcon projects in the hope that the projects would look good, thereby reflecting well on him. Among other things, Raja would edit the consultant reports and prepare the structure of the reports for the consultants. Raja recommended that Swedcon hire his brother-in-law Aniruddha Mukherjee and his long-time friends Angshu Sengupta and Jonas Gyllensvaan. To make things even more manageable for Raja, many of the financial management services provided by Swedcon were replicable, in that similar issues had to be addressed, and similar reports written, for each financial management system job that Swedcon was hired to do.

RECORD OF CONVERSATION

Task Managers would use Raja's close relationship with Swedcon. Mr. Sengupta, for example, requested that Raja arrange meetings between Mr. Sengupta and Swedcon in London. At these meetings, Raja suspects that Swedcon paid Mr. Sengupta because Claes Fjellner, of Swedcon, and Mr. Sengupta had an arrangement that Basu facilitated. Specifically, the coordination of meetings and kickbacks. When asked why he took part in such an arrangement, Raja replied that he felt loyalty towards Mr. Sengupta for getting him a job at the Bank and that it also was expected of him since he introduced Swedcon to Mr. Sengupta.

Mr. Ranganathan and Mr. Blinkhorn took advantage of Raja's relationship with Swedcon as well. Mr. Ranganathan and Raja entered into an arrangement where Raja would find trust fund money for Mr. Ranganathan so that he could mobilize consultants without a contract while still knowing that money would be available. This scenario, called "pre-financing" thereby sped up Mr. Ranganathan's projects. With respect to Mr. Blinkhorn. Mr. Blinkhorn asked Raja to have Swedcon hire Gurdev Singh, a procurement consultant in ECA.

RECORD OF CONVERSATION

C. Gifts from Swedcon

To a new extent, Raja benefited materially from Swedcon as well. During a trip to Amsterdam, Mr. Carlsson, Mr. Fjellner, Mr. Gyllensvaan, Mr. Ranganathan and Raja spent three or four hours at a "sort of posh massage parlor". According to Raja, he paid for the evening on his American Express credit card (about \$2500), but Swedcon reimbursed him. Raja also stated that there were always promises of money from Swedcon, but they never materialized.

Raja added that he was not the only one who might have expected payments from Swedcon. In addition to Mr. Sengupta, Raja also recalled that Mr. Fjellner said that Mr. Ranganathan asked for money.

D. Deterioration of Swedcon Relationship

As stated earlier, Raja assisted Swedcon in delivering their workproduct because he intended to benefit from it. Raja later clarified, that when Swedcon was working in ECA that he had the ability to monitor Swedcon's work adequately therefore ensuring that the projects were performed well. Unfortunately, when Swedcon began getting work in Sri Lanka, India and the Philippines. Raja stated that he had less control over Swedcon and that there was also skimming of contracts and payoffs.

An example of Raja's loss of control over Swedcon involved Mr. Ranganathan's Sri Lankan Postal Reform project. While performing architectural consulting work, one of the consultants was involved in a "nasty incident" with the client and the resident mission. Specifically, the consultants did not deliver their work product and they left the country abruptly.

RECORD OF CONVERSATION

The deterioration of Raja's relationship with Swedcon accelerated following the death of his brother-in-law, Ani Mukherjee, during a World Bank project in the winter of 1999. When Mr. Mukherjee died, some of Swedcon's World Bank experience and rapport with Bank staff members disappeared. For example, the consultant that replaced Mr. Mukherjee on the Albania Micro-credit project was incompetent according to Basu and the Financial Management Officer of the project was disappointed in Swedcon's work.

In the summer of 1999, problems with Swedcon continued. During India AIDS, a project that Raja recommended Swedcon for in 1997, the ultimate client was not particularly happy with the consultants. Throughout the project, the client was critical of Swedcon and at one point Swedcon even exceeded the terms of the contract by customizing software to meet the needs of the project.⁶

In addition to project specific problems with Swedcon, Raja became frustrated with Swedcon's continual demands for more contracts, the decreasing quality of their work and the promises of money that never materialized. He was growing tired of the relationship.

E. Amsterdam Meeting 1999

During the summer of 1999, Mr. Ranganathan was growing unhappy with Swedcon as well, because Swedcon was not delivering workproduct up to expectations; they were angering the client; they had repeated cost overruns and Swedcon kept asking for more contracts.

⁶ Bank rules prevent Bank hired consultants from providing software to the client.

RECORD OF CONVERSATION

As a result, one day while Kumar and Raja were in the Q building smoking room, they hatched the idea of meeting Swedcon in Amsterdam. Raja explained that he was going to be in the Netherlands anyway so they determined that it would be a convenient place to meet. They then decided to invite Mr. Gyllensvaan, Mr. Carlsson and Mr. Fjellner to determine the future of the business relationship and to talk about problems with the Sri Lanka architecture work.

During mid-June of 1999, Raja and Mr. Ranganathan met with Swedcon representatives and Mr. Gyllensvaan. He recalled that they met for three or four hour in Mr. Carlsson's hotel room at the SAS Hotel in Amsterdam. At the meeting, the group discussed the problems with the Sri Lanka architecture project.

RECORD OF CONVERSATION

V. TRIAD

A. Amsterdam Meeting 1999

After the meeting in Mr. Carlsson's room. Raja, Mr. Ranganathan and Mr. Gyllensvaan ("Triad") walked back to their rooms together. On the way, they discussed the future of Swedcon. Because of their mounting displeasure with Swedcon, the group discussed giving a last contract to Swedcon/Nordic Trust Foundation to complete the architectural work in Sri Lanka, and substituting Dactus, Mr. Gyllensvaan's company, for future work. The work included a number of contracts for Mr. Ranganathan's postal group. According to Raja the three of them agreed to pad future contracts with a "buffer", a price higher than the fees and expenses incurred enabling the Triad to skim money. Raja then added, that because of cost overruns, the "buffer" disappeared and that the scheme never worked.

As the business relationship of the Triad developed, Mr. Ranganathan became concerned about a history of using the same consulting companies over and over again. As a solution, he encouraged Mr. Gyllensvaan to use other company names. Mr. Gyllensvaan then came up with AH Service and Swaan Consulting.

RECORD OF CONVERSATION

Mr. Ranganathan also had Mr. Gyllensvaan hire Jean Bruyere. Raja did not know Mr. Bruyere, but he did know that he was Mr. Ranganathan's consultant and that Mr. Bruyere does pricing on post system rehabilitation projects and that a lot of money went to him through Mr. Gyllensvaan.

B. Bogus Contract

One of the contracts that Mr. Ranganathan gave to Mr. Gyllensvaan was completely fraudulent and signed with the intention of making money for the members of Triad. Raja stated that greed and opportunity contributed to the idea of defrauding the Bank.

The fraudulent contract was based on a postal cost accounting system that was originally assigned to Swedcon in 1998. At the time, Raja and Raja's father wrote most of the "Swedcon" cost accounting report. For an unknown reason, although \$75,000 were earmarked, a contract was never issued for this work and Swedcon was never paid.⁷

In the summer of 1999, Triad conspired to write a contract for the previously completed cost accounting system that was never paid for, and to split up payments between the three parties.⁸ With respect to the plan, Raja stated that he is guilty of hatching the scheme. However, Mr. Basu also states that he never received his portion of the payment even though Dactus received \$75,000 for the bogus contract. After his admission, he said that he can not but leave the Bank and that he had no dignity. He also stated that he is being used as a scapegoat.

⁷ Raja added that he did not mind doing the work because he was promised that it would be published and that he would receive recognition.

⁸ See 1190-1194

RECORD OF CONVERSATION

Upon further questioning about the contract between the Bank and Dactus, Raja explained that some of the employees on the contract are PricewaterhouseCoopers employees. Mr. Basu stated that he had their resumes because Swedcon occasionally used them as subcontractors while the PwC employees were on their vacations from their employer.

C. Additional Contracts

In addition to the cost accounting contract, Raja commented on two other contracts that were discussed in Amsterdam. First, Raja explained that he assisted Mr. Gyllensvaan on the Philippines Postal Bank Project with respect to the financial analysis. According to Raja, Mr. Ranganathan asked him to provide assistance to the consultants. Second, Raja commented on a contract written for the Beijing UPU Conference. Raja stated that Mr. Gyllensvaan was supposed to get a contract to prepare a brochure for the conference. With respect to the contract itself, Raja stated that there was talk of a buffer in the \$80,000 contract and that Mr. Gyllensvaan was supposed to hire Jean Bruyere to write papers and attend discussions. Raja also added that Mr. Gyllensvaan told him that Mr. Ranganathan asked him to fly to Amsterdam and that he wanted Mr. Gyllensvaan to give him \$10,000.

VI. JONAS GYLLENSVAAN

A. History of Friendship

Raja stated that Jonas Gyllensvaan is one of his top five best friends and that they met in 1996 when Raja was working in the Trust Fund unit. At the time, Mr. Gyllensvaan was doing consulting work in the CAPOC, now known as the Trust Fund and Cofinancing Unit, as a systems administrator. Raja added that the two of them play golf about once every three or four weeks.

Over the course of the friendship between Raja and Mr. Gyllensvaan, Raja stated that he

RECORD OF CONVERSATION

made two loans to Mr. Gyllensvaan. The first loan took place in 1996, when Mr. Gyllensvaan worked as a systems administrator. Raja recalled that within three or four months after knowing each other, Judy Gyllensvaan, Jonas's wife, allegedly fell ill with cancer. Raja helped Jonas by loaning him \$20,000 throughout 1996. He loaned \$7,500 by check from his BFSFCU account and loaned the rest by cash. In 1997, Jonas paid back Raja through his BFSFCU account.

In 1999, Mr. Basu made a second loan to Mr. Gyllensvaan of about \$33,000. In this loan, \$24,000 was loaned from Raja's sister-in-law's Citibank account and \$9,000 from his Diner's Club card. The money was used to help Jonas cover his business expenses which were related to organizing a seminar as part of a World Bank project which he did not have contracts for yet. Mr. Gyllensvaan then paid Raja back with \$6,000 in cash, \$9,000 to Raja's American Express account and \$9,000 to Raja's Diner's Club. He stated that the remaining \$9,000 was paid by check in three installments which Raja then converted to traveler's checks and sent to India with his wife.

B. Jonas's Companies

Mr. Gyllensvaan owns Dactus and Swaan Consulting. Raja first stated that Dactus was a company that provided servers for computers. He later added that Dactus was Mr. Gyllensvaan's family business partially run by his mother, Ann Hamping, in Sweden. Raja stated that Swaan Consulting is a newly created company, established because Mr. Ranganathan was concerned about creating an obvious pattern of hiring the same consulting firms.

RECORD OF CONVERSATION

Although Raja initially set Mr. Gyllensvaan up to sign additional contracts with Mr. Ranganathan, currently, Mr. Ranganathan deals directly with Mr. Gyllensvaan. Mr. Ranganathan writes the TOR's, authorizes the Consultant Trust Fund applications, issues the contracts and authorizes payment. Mr. Gyllensvaan also had an arrangement where he would pre-finance contracts for Mr. Ranganathan. Because of this arrangement, in which he works without contracts, Mr. Gyllensvaan always has a negative balance with the World Bank.

Another arrangement between Mr. Ranganathan and Mr. Gyllensvaan involved Mr. Gyllensvaan paying Mr. Ranganathan in exchange for contracts. Mr. Gyllensvaan recently told Raja that he gave Mr. Ranganathan money in February or March 2000.

Raja added that Jonas has a contract in PSDKM with Uzma Ahmed and that Mr. Gyllensvaan is doing work for a conference setting up a website. He also stated that he and Mr. Gyllensvaan recently became involved with the dot-com project. The dot-com is company run by three individuals not associated with the Bank, except for one who is married to a Bank staff.⁹ The company is being financed by Angel Financing VCs

Raja stated that he first heard about the project two months ago. He did not state who first told him about the company, but he did state that Mr. Gyllensvaan became involved in the project before he did. In the last two months, Raja has reviewed the business plan and chatted about taking a position as the Chief Financial Officer. He also stated that he discussed immigration status with the CEO and that the company would agree to sponsor him. Mr. Basu stated that he always wanted to set up a consulting company and that he thought about leaving the Bank on various occasions.

⁹ Rachira B. Corcoran is believed to be the spouse of Raja's business partner.

RECORD OF CONVERSATION

COMMENTS ON DOCUMENTS

- Document 144-154 – They always thanked me for getting them jobs with Swedcon.
- Document 207 – chatting about the project
- Document 271 – helping his good friend Angshu, they're friends. Basu recommended Angshu.
- Document 272 – The job involves a lot of travel and Basu is referring to the fact that his brother-in-law already died.
- Document 365 – Paula Meta, de facto Task Manager for Ukraine.
- Document 504 – I wanted my projects to be done well.
- Document 561 – His dad
- Document 1175-1176 – Application for Cost Accounting System from Kumar.
- Document 1186 – Following up on brother in laws accident.
- Document 1187 – Did not interpret to be an order.
- Document 1188 – Asked him if he could be there. I don't get to see Angshu very often. An agreement was reached at the meeting.
- Document 1190-1194 – Those are to me? I do not know what. Obviously, contract arrangement. No knowledge of Triad.
- Document 1272

RECORD OF CONVERSATION

LEADS

- Privatization Trust Fund managed by PSD.
- PTF misused.
- Ministers brought to DC.
- Minister's sons given jobs. Sajjad Shah in charge of PTF. Father is a Saudi Minister.
- Kevin Young is the right hand man of the Resident Mission Representative of Saudi Arabia. Kevin Young is a permanent consultant in Saudi Arabia.
- PSDPS crowded with Junior consultants.
- Kevin Young was the manager of Lynn Engstrand and Kumar Ranganathan.
- Lynn misused trust funds. She hired the wrong nationality consultants.
- Consulting Firms Cowi and Carlbro (Danish)
- Faimama Ba received a contract. Heidi Matilla is Task Manager.
- Michael Salih is the son of the friend of a Division Manager. He was not fit to be a CTF officer.
- During the Uzbekistan project, Mr. Basu complained vehemently about the procurement consultants, SOFRECO, because they did not do anything.
- When asked about the following people, Mr. Basu stated that Paul Cadario is the Chief Accounting Officer and that Adam Wilson is the stepson of David Riper.

(Signature of Interviewer)

OFFICE MEMORANDUM

DATE: April 24, 2000

PERSONAL AND CONFIDENTIAL

TO: Mr. Ramendra Basu, PSDKM

FROM: Ms. Anita B. Baker, Manager, Professional Ethics Office



EXTENSION: 8-0587

SUBJECT: Notification of Alleged Misconduct

1. This is to advise you that under the authority of Staff Rule 8.01, "Disciplinary Measures", the Anti-Corruption and Fraud Investigation Unit (ACFIU) and the Professional Ethics Office (PEO), are jointly conducting an investigation into the following allegations. These allegations concern your activities while serving in varying WBG positions involving Trusts Funds and Co-financing and Private Sector Development between April 1996 to the present.
 - a. That you have engaged in a continuous conflict of interest based on your ongoing personal business dealings with Mr. Jonas L. Gyllensvaan and Mr. Jan Eje Carlsson, their affiliated companies and their subcontractors. For example:
 - You have arranged and/or otherwise recommended multiple sole-source contract awards to these persons/entities which were financed with Consultant Trust Funds managed by your department.
 - From September to December 1997, during a temporary break in service from the WBG, you served as a consultant for one of these entities, Swedish Urban Planners and Management (SWEDCON). The work you performed for SWEDCON involved a project for which SWEDCON was awarded a sole-source contract financed with Consultant Trust Funds based on your recommendation at the time you worked in the Trust Funds and Co-financing Department.
 - On multiple occasions you served as the Financial Management Specialist in a WBG supervision capacity over the work performed by these persons/entities.
 - Your brother-in-law, Mr. Aniruddha Mukherjee, was employed by SWEDCON and worked on projects that were awarded as sole source to SWEDCON based on your recommendations.

- b. That you have accepted kickbacks from Mr. Gyllensvaan and Mr. Carlsson, their affiliated companies and their subcontractors for the role you played in the award of their contracts and in the implementation of their Terms of Reference.
 - c. That you have acted in concert with a WBG colleague and Mr. Gyllensvaan, and defrauded the WBG of at least \$75,000 by assisting in the award of a contract to Mr. Gyllensvaan to produce a work product that was completed previously and arranging to split the proceeds.
2. The World Bank Group standards applicable to this investigation are as follows:
- a) Staff Rule 8.01, paragraph 3.01(d) – Misuse of Bank Group and/or other public funds for private gain in connection with Bank activities and/or employment, and abuse of position in the Bank for financial gain;
 - b) Staff Rule 3.01, paragraph 4.05 - Accepting remuneration from entities and/or persons in connection with your appointment with the Bank Group;
 - c) Staff Rule 3.01, paragraph 6.01(a) - Engaging in self-employment for profit and/or performing services for an outside private entity or entities as an employee, director or partner;
 - d) Staff Rule 3.01, paragraph 4.03 - Exercising responsibility (without the specific authorization of your manager) with respect to one or more Bank Group transactions involving one of your former employers as a recipient and/or beneficiary of Bank Group financing or guarantees and a supplier of goods and services to the Bank Group;
 - e) Staff Rule 3.01, paragraph 4.04 – (i) failing to inform your manager of discussions about future employment with one or more prospective future employers who, to your knowledge, were engaged and/or negotiating to engage in business with and/or perform services for the Bank Group in the area of your responsibility; and (ii) performing, without authorization and within two years after your separation from Bank Group employment, services for one or more entities and/or persons in respect to one or more matters in which the Bank Group has an interest and/or is a party and in which you participated personally and substantially during the course of your employment with the Bank Group.
3. The following is an overview of the investigative process:
- a) Our investigators are committed to ensuring that allegations of staff misconduct are investigated in an impartial, thorough and timely manner;

that investigations are conducted with fairness for all parties concerned; and that the rights of all parties are fully protected.

- b) This inquiry seeks to establish the facts of the matter by obtaining information and evidence—both inculpatory and exculpatory—to substantiate or refute the allegations. A staff member against whom an allegation of misconduct has been made is presumed innocent until the facts of the matter show otherwise.
 - c) The actual decision on whether misconduct occurred and the discipline to impose, if any, is made by the Vice President, Human Resource Services who will consider the findings of fact from the investigation and the recommendations from any other official who the Vice President consults.
 - d) Our investigators will not render their findings until you respond to the allegations within the time allotted; appropriate follow-up is done regarding any rebuttal witnesses or evidence you might provide; and all relevant issues have been thoroughly investigated.
 - e) In the interest of fairness, we will present you with our findings before our report goes forward to the Vice President for his decision.
 - f) A staff member who has no connection to the investigation and who is readily available may accompany you at investigative interviews. The presence of such a person will not relieve you of the obligation to respond personally in the matter under investigation. Members of the WBG's Legal Departments may not represent, advise or otherwise assist you in connection with investigations into possible misconduct.
4. In accordance with paragraphs 5.04 and 5.06, Staff Rule 8.01, you are required to cooperate fully in addressing the issues/allegations under inquiry during an interview with WBG investigators, and then to respond in writing to these allegations. In your response, you are encouraged to identify any witnesses and provide whatever documents you believe may support your position.
 5. This inquiry is confidential. In order to preserve the integrity of the investigative process and to protect the rights of all parties concerned, you should not discuss this inquiry with anyone outside the ACFIU or the PEO without specific prior clearances from either Office.
 6. Please provide your written response to the PEO within ten business days from the date of your receipt of this memorandum. If you have any questions, please let me know or contact Mr. Wayne T. Nardolillo, Ethics Officer, PEO (8-9734).

May 30, 2000

Ms. Anita B. Baker, Manager, Professional Ethics Office
The World Bank
Washington D.C.

Dear Ms. Baker:

Re: Notification of Alleged Misconduct

This has reference to your memo dated April 24, 2000 to me regarding allegations of misconduct.

I first met with Mr. Claes Fjellner and Eje Carlson in February 1997 in Sweden. I had gone to Sweden to give a presentation to a group of consultants on the Consultant Trust Funds program – this was arranged by Sida. One of the underlying objectives was to increase the usage of Swedish trust funds and promote Swedish consultants through the CTF program.

It is true that I have recommended the firm SWEDCON to several task managers in the Bank and this firm has received multiple contracts. However, I did not in any way coerce or arrange the issuance of any of these contracts. As a Cofinancing Officer in the Consultant Trust Funds unit I could process applications for funding only if CTF applications were signed by the concerned Division Manager. With regards to single source procurement I did not have any authority to process any contracts.

I have as a Financial Management Specialist supervised the work of these consultants and to the best of my abilities I have ensured that the work was completed as per the requirements of the terms of reference as well as to the satisfaction of the client. On several occasions I have stopped payment and even canceled a contract when the work was not completed. I have assisted them in revising and editing reports in many occasions.

When I left the Bank in 1997 to pursue a career as a consultant I did work as a consultant for SWEDCON for about 2-3 weeks. This was done with the full knowledge of the task manager concerned. To the best of my knowledge I had included the fact that I had worked for this company in my Personal History Form when I re-joined the Bank. I have on occasion while working at the Bank considered leaving the Bank and joining this firm.

My brother in law, Mr. Mukherjee was employed by SWEDCON but this in no way helped the firm receive any contracts. His work was of a high standard and he in fact helped the Bank in finding alleged misprocurement in one of the projects.

With regards to the Post Cost Accounting contract issued to Dactus by Mr. Ranganathan, the work was partly completed prior to the contract being issued. I had worked on the post cost accounting model for a long time. This model had to do with developing a method/process of assessing costs associated with each product and service provided by a post office. I had assisted Mr. Ranganathan in developing this concept and had given presentations to postal agencies (such as as the French postal agency) on his request. I was hoping that this would lead to a publication. Unfortunately I was never given any credit for this work nor was there a publication. Originally this work was going to be undertaken by Swedcon. The work would be done in three parts (i) development of the model; (ii) collection of data – data would be collected from several post offices in Sri Lanka by the consultants; and (iii) a computerized system would be developed by the consultants. Swedcon had started the data collection work but no contracts were ever issued. It was Mr. Ranganathan, Mr. Gyllensvaan and my intention to issue the contract to Dactus and receive funds from the contract. Although the contract was issued the funds were used for other work done by Dactus for Mr. Ranganathan.

In June of 1999 Mr. Ranganathan and I visited Amsterdam and met with Mr. Carlson and Fjellner primarily to discuss a contract on architectural work being done in Sri Lanka. The work was not completed for a long time and both Mr. Ranganathan and the client was not satisfied with the status of progress. During this meeting it was agreed that an additional contract would be issued to Swedcon to complete the contract. It was also during this visit Mr. Ranganathan and I decided to contract Dactus instead of Swedcon in the future. I have heard from Mr. Gyllensvaan and Mr. Fjellner that Mr. Ranganathan had indicated his desire for some paybacks, although I cannot be certain whether any paybacks were actually made to him. Mr. Ranganathan would ask the consultants (both Dactus and Swedcon) to proceed with the work without issuing contracts. He was also late in paying bills due to the consultants. As a result, the consultants had outstanding payments due to them at all times. It is likely that the consultants were willing pay Mr. Ranganathan for timely payment of bills or issuance of contracts.

I have received some money from the consultants. In 1997 when I left the Bank to pursue my consulting career I was given around \$5,000 to join Swedcon. This money was given to me through Mr. Jonas Gyllensvaan in June 1997. Additionally I have received about \$24,000 in 1998.

I am aware of payments made to Mr. Gautam Sengupta by Swedcon. I had introduced Mr. Fjellner and Mr. Carlson in May/June 1997 when they visited Washington. The four of us met in a restaurant (the White House Connection) to discuss possible work in Kenya, Ethiopia and Uganda. Some time later (not very long after the meeting) Mr. Sengupta and I discussed the possibility of paybacks to Mr. Sengupta. This meeting was held at Starbucks on Pennsylvania Ave. I contacted Swedcon with this proposal to which they were agreeable. I continued to play a role in arranging for meetings with Mr. Sengupta and Mr. Fjellner in London in 1998. I was aware that these meetings in London had to do with paybacks (although I am not sure of the amounts

involved) – Mr. Sengupta on a couple of occasions sent me spreadsheets of amounts due to him from Swedcon which I sent to Swedcon. I am aware of several contracts issued to Swedcon by Mr. Sengupta which were either over priced (e.g. \$99,000 contract for Kenya) or duplicate contracts for the same work (e.g. \$35,000 contracts for Ethiopia.) I have personally given Mr. Sengupta about \$7,000 that was given to me by Mr. Fjellner of Swedcon in Washington.

There was an arrangement between Mr. Sengupta and a Kenyan firm, Geomap to transfer funds to Mr. Sengupta through Swedcon. I had discussed this arrangement with both Mr. Sengupta and Mr. Fjellner about this arrangement. Swedcon had set up an offshore account called Sadin for this purpose. Mr. David Riper also received some funds under this arrangement but to the best of my knowledge (although I cannot be certain) this was for work that he had done for Geomap under a GIS contract being done by the firm.

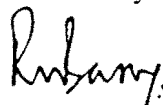
In 1995 when I was working as a short term consultant I had approached Mr. Sengupta together with Mr. Riper to demo an accounting/procurement software which Mr. Riper was working on. Over the period of a year this software proposal expanded to a very large contract and was ultimately done under an international competitive bidding. I had helped Mr. Riper write the initial proposal but have had nothing to do with this proposal since re-joined the Bank in December 1997 (no contracts were issued till that time). Mr. Riper has been working with the Bank for a very long time and I truly believe that he is a person of integrity and that he did not partake in any paybacks – this is my opinion only.

Mr. Gyllensvaan worked for Swedcon as a software specialist as a consultant. Although he knew of the Swedcon's dealings with Mr. Sengupta and Mr. Ranganathan, he, to the best of my knowledge was not a part of any arrangement.

I have mentioned all the details known to me during my meetings with investigating committee and I stand by what I had told them. I apologize for not being very clear about dates and events.

I would like to express my deepest regret for all my actions. I am ashamed at what I have done and would be grateful if I could be given a second chance. I take full responsibility for all my actions and will return all funds that were given to me. I do not have sufficient resources to return all the funds at once, so I would like to return the money over a period of at least one year. I would like to be given the opportunity to resign from the Bank and I would like to assure you that I will assist the Bank in any way possible if given the opportunity.

Sincerely



Ramendra Basu



INVESTIGATIONS UNIT

RECORD OF CONVERSATION

DATE	5/17/00	START	11:00	END	5:45	COUNTRY	USA
SUBJECT	Swedcon contracts						
CASE/REF NO.	USA-08-RJB-02						
TRS CODE							
INDIVIDUAL INTERVIEWED	Ramendra Basu						
ORGANIZATION/UNIT	World Bank / PSDKM						
ADDRESS, PHONE, FAX,	473-1959						
INTERVIEWED BY	Joseph Scafidi						
OTHER INDIVIDUALS PRESENT	Mike Kramer, Steve Umin, Peter Conway						
<p>This memorandum reflects a short summary of the information obtained during an interview of Ramendra Basu (Raja) conducted by Peter Conway, Mike Kramer, Joseph Scafidi and Steven Umin on May 17, 2000. The purpose of the interview is to gather information regarding possible law enforcement litigation matters. This memorandum does not contain a verbatim, or substantially verbatim, transcript of the interview, and has not been shown to be reviewed, signed, approved, or adopted by Ramendra Basu. Rather, this memorandum is a summary of my interpretation of statements made by Ramendra Basu and summarizes my impression of those statements. A complete memorandum of the interview will be created at a later date. The memorandum incorporates privileged and confidential information and is protected by the attorney-client and work product privileges.</p>							



RECORD OF CONVERSATION

I. INTRODUCTION

On Wednesday, May 17, 2000, Peter Conway, Professional Ethics Office, Mike Kramer, Consultant, Joseph Scafidi, Anti-Corruption and Fraud Investigations Unit, and Steve Umin, Counsel, interviewed Mr. Ramendra Basu ("Raja"), Private Sector Development Specialist, at the World Bank's Anti-Corruption and Fraud Investigations Unit at 1800 G Street in Washington. The meeting lasted from approximately 11:00 a.m. until approximately, 5:30 p.m. The ACFIU offered and provided Raja with beverages, lunch, access to the telephone and breaks whenever he requested one.

At the outset of the interview, the interviewers presented Raja with detailed questions about his prior statements, his financial activity, his relationship with Swedcon, his relationship with Gautam Sengupta ("Sengupta") and his relationship with Jonas Gyllensvaan ("Gyllensvaan"). After the detailed questioning, the investigators reminded Raja of his promise to cooperate. The investigators also reminded Raja of a previous statement in which he said that he had a meeting with Sengupta at Starbucks on Pennsylvania Avenue. Finally, the investigators presented "Raja" with a copy of an email message¹ between Sengupta and Claes Fjellner ("Fjellner") of Swedcon. Raja then provided the following information.

¹ See attachment



RECORD OF CONVERSATION

II. PAYMENTS FROM SWEDCON TO BASU

Over the course of Raja's relationship with Swedcon, he received various forms of payment from Swedcon. In June of 1997, Swedcon paid Raja \$5,000 via Gyllensvaan. The money was deposited in Raja's Bank Fund Staff Federal Credit Union account. Raja added that the money was a lure for him to join Swedcon so that Swedcon would have an employee with insight into the operations of the World Bank.

Raja received a second payment from Swedcon in the amount of \$24,000. He received the money in his Citibank account in 1998 and he used a portion of it to purchase his house and he was not expected to repay it. He also admitted that he attempted deceive investigators in his earlier account of the money transfer from Swedcon, stating that it was a gift from his father. In fact in attempting to deceive the investigators he presented documents of a legitimate loan involving his father and tried to pass them off as a part of the transaction. Upon informing the investigators that his earlier account was false, he said that it was he who asked Swedcon to deposit to his payment towards his Citibank account.

In addition to cash, Swedcon provided services to Raja as well. They entertained him in Amsterdam and subsequently reimbursed Raja for his \$5,000 or \$6,000 American Express bill and they bought him \$1,000 worth of furniture in India.

As final note, Raja received a \$5,000 wire transfer from Swedcon to cover his expenses in Uzbekistan when he worked with Swedcon.

RECORD OF CONVERSATION

III. PAYMENTS FROM SWEDCON TO SENGUPTA

Raja stated that he introduced Eje Carlsson ("Carlsson") and Fjellner to Sengupta in May or June of 1997. The introduction was made at a luncheon meeting at an underground restaurant below the "G" building. During the luncheon, they discussed possible work for Swedcon. Raja added that it was around this time period when Swedcon discussed Basu's possible employment and Jonas subsequently transmitted the \$5,000 to Basu.

Two weeks later, Basu and Sengupta meet at Starbucks on Pennsylvania Avenue in Washington. Sengupta said that he had Swedish Trust Funds and that he wanted to hire Swedcon. Further, Sengupta wanted to know if Swedcon would split proceeds with him. Pursuant to this, he asked Raja to find out. Within the next day or so Raja called Fjellner, either from home or the Bank, and asked if Swedcon would be willing to pay Sengupta. Swedcon said yes. Upon the reply from Swedcon, Raja passed on the information to Sengupta. As a result of this arrangement, Swedcon began receiving contracts.

According to Raja all of the contracts after this agreement involve kickbacks. The first contract appears to be for \$40,000 and involved work in Ethiopia. Raja does not have any specific information about this contract. The next contract was for \$99,000 and involved work in Kenya. For this contract, Raja recalled seeing a chart saying the Sengupta would receive \$9,000 or \$10,000. In fact, Raja suspected that Sengupta got more because Swedcon got paid despite incomplete work. Raja added that on the Sengupta contracts Swedcon was not doing much work.

Raja discussed a third contract as well. The contract was for \$35,000 and involved work



RECORD OF CONVERSATION

in Ethiopia. Raja stated that he suspected that no work was done on this contract.²

In 1998, Sengupta began meeting Swedcon during his trips to London.³ Raja explained that Sengupta asked him to coordinate the trips so that Sengupta and Swedcon could meet to pay Sengupta. In arranging these meetings, Raja began to send Fjellner spreadsheets from Sengupta. The spreadsheet detailed the name of the contract, the amount disbursed and the percentage to be paid to Sengupta. Raja added that the emails documenting these communications would probably still be available.

Sengupta was paid in other ways as well. In 1998, Raja delivered \$7,000 in cash to Sengupta's office at the World Bank. In October of that same year, Raja stated that Sengupta received the traveler's check documented in the e-mail from October 7, 1998. Raja clarified that he sent the email to Sengupta because Sengupta was updating his records on payments from Swedcon.

In addition to Swedcon, Raja is suspicious of a contractor in Kenya. Raja does not have specific proof.

² This contract was referred to in the attached document as the sixth point and shows Sengupta asking for \$25,000 of the \$35,000.

³ The attached document refers to Sengupta requesting that Swedcon open a bank account for Sengupta at Barclays so that he could be paid in US dollars.



RECORD OF CONVERSATION

In summary Raja stated that he had a conversation with Sengupta warning him that their activity was dangerous, but Sengupta did not seem too concerned because he transferred money to an account in Peru.⁴ Sengupta also told Raja that he had a couple of accounts in the US. Raja believes that they are at the Credit Union and Chevy Chase Bank. Raja concluded by estimating that that Swedcon's obligation to Sengupta was between \$20,000 and \$40,000. He then changed the \$40,000 to \$30,000.

IV. PAYMENTS FROM GYLLENSVAAN

Raja stated that the payments he received from Gyllensvaan were pay backs or interest on loans and the transmission of \$5,000 payment from Swedcon. Raja also explained that of the \$400,000 in contracts that Gyllensvaan received, about \$300,000 was a buffer that nobody shared because Gyllensvaan was spending more than he was receiving on other contracts.

(Signature of Interviewer)

⁴ Sengupta's wife is Peruvian.

Gautam Sengupta

12/11/98 08:40 AM

Extn: 34152

AFTU1

Subject: UPDATED ACCOUNTS SUMMARY AND OTHER ISSUES

Claes:

1. Attached below is my accounting of the funds...including the GBP 25,375 (equivalent to USD 41,360 @ 1.63USD=1GBP prevailing at BFFCU) withdrawal with Claes in London on October 23, 1998. These numbers have been reconciled with David. The only difference between this revised table and previous table is that in the previous tables, I had calculated the amount due to me on the basis of what was received in total by David instead of what David had remitted to you after he held back his 10%. As a result, the 10% service charge in the previous tables was calculated on a the larger whole amount as opposed to the correct amount of the net of David's portion which has always been retained here. Thus, the numbers in the attached revised table is based on a formula of 90% of what was actually remitted to you and a further proportion of 90% reflecting my portion.

2. Could you please confirm by fax to me at my home fax number 301 469 7559: (a) how much was transferred before the above withdrawal (it should have been equivalent to US\$ 222,016 as per above table; (b) that there will now be an account balance of US\$ 247,215 equivalent as shown in the table.

3. It would be really helpful if you can set up an US\$ account. There is a Barclays Bank with international facilities across the street from Cumberland Hotel. That would be very convenient if the account can be set up at this branch and will be much easier for me for actual transaction during my trips and to keep the accounting in US\$.

4. I will be in London on Friday February 5, 1999. Could you please : (a) meet me in London on that day, so that we can finalize some of the outstanding stuff; and (b) set up the proposed USD account as suggested above before I arrive in London in February 1999.

5. Please submit, by December 15, 1998, about a US\$25,000 invoice for the Kenya Road Quality Control work done in November 1998. I would like Andres Engstrom (I just need him only) to join me in Nairobi on Monday March 1, 1999 for about a week. Andres and his collesague did an excellent job during the last mission. The next mission would be sometime in September / October 1999.

6. The US\$ 35,000 contract for Ethiopia has been signed and given to Raja. Please bill me urgently as per the contract and transfer US\$ 25,000 of that

into the account. You should bill US\$11,000 by December 15, 1998; US\$12,000 by January 15, 1998 and the balance of US\$12,000 by February 3, 1998.

7. *Please use my home EM account for all communications on this.*
The account name is GSENGUPTA@AOL.COM.

8. Please confirm receipt of this EM.

Thanks and regards



accounts.xls

To: Claes.Fjellner@Swedcon.A.Se

Date	Source/Reference	Amount Transmitted to SADIN by DR		Date Remitted	Basis	Formula	Transaction Pmt Due	Amount Withdrawn	Cumulative Balance Due
Dec-97	Opening Balance	-		-	-	-	13,000	0	13,000
Dec-97	Geomaps #1	57,416	[a]	2/9/98	57,146	X.9X.9	46,288	0	59,288
Jan-98	Geomaps #2	67,515		2/2/98	67,515	X.9X.9	54,687	0	113,975
Jan-98	Kenya Road Work	-		-	99,000	X.1	9,900	0	123,875
Apr-98	London Withdrawal	-		-	-	-	0	20,000	103,875
May-98	Geomaps #3	101,970	[b]	5/18/98	101,970	X.9X.9	82,596	0	186,471
Jun-98	Geomaps #4	106,501		7/29/98	106,501	X.9X.9	86,266	0	272,737
Jun-98	Agreed SR Supplement (15,000)	-		-	15,000	X1.0	15,000	0	287,737
Jul-98	Payment: US\$24900 + NLG30330 @2.05 NLG/US\$	-		-	-	-	0	39,680	248,056
Jul-98	Payment: SR Supplement (8000-210)	-		-	-	-	0	7,790	240,266
Aug-98	Payment: DM36,500 @2.0 DM/US\$	-		-	-	-	0	18,250	222,016
Oct-98	London Withdrawal (GBP25,375 @US\$1.63=GBP1.00 at BFFCU)	-		-	-	-	0	41,360	180,656
Oct-98	Geomaps #5	51,307	[c]	-	51,307	X.9X.9	41,559	0	222,215
Nov-98	Ethiopia Work (\$35,000 contract aproved and signed)	25,000	[d]	-	25,000	X1.0	25,000	0	247,215
<p>[a] DR held back \$20,000 against monies due to him but paid diectly to SADIN (net remitted \$37,416)</p> <p>[b] DR held back \$25,000 against monies due to him but paid diectly to SADIN (net remitted \$76,970)</p> <p>[c] DR has not remitted as of date of this statement</p>									

ab 10
ab 9

ab 15 *
ab 18

ab 25

Statement as of 3/00
1:59 PM

Statement amount

[d] SADIN needs to submit invoices in December 1998 (\$11,000), January 1999 (\$12,000) and February 1999 (\$12,000)							
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Ramendra Basu Statement given to Swedish Prosecutor on _____

Male Voice 1 per
Maget DiStraum:

I have a minute from a hearing with Ramendra Basu. The United States Department of Justice Criminal Division. The hearing place is the Department of Justice. Fraud Section, Washington, United States. Starting at 2:20, the Chief of Prosecutors Christer van der Kwast is the leader of the hearing. OK. Present at the hearing is uh, Prosecutor Bybee, and Thomas McCann, Prosecutor, Special Agent Ricky Capers, and also the Attorney's David Junsch, and the Attorneys Andrea Antonelli,

Male Voice:

It's the same thing

Male Voice per
Maget DiStraum:

And the interpreter Maget DiStraum is being used. The purpose for the hearing is a full investigation which is being conducted in Sweden and in the United States because of suspicions of bribes and bribery in connection with a contract from the World Bank allocated to different consultants. Mr. Basu is being heard for information. I would like you to start by telling us about your employment at the bank and in a short, just a short, when you started and your employment and your position, etc.

Mr. Basu:

I started in 1989 for International Finance Corporation, in the accounting department, then I moved to the Middle Eastern North, Africa Department in 1990. In 1992 I moved to the Telecommunications Department of the World Bank. I believe I left the World Bank in a long-term consulting position in 1995, but I was still working as a short-term consultant til April of 1996. During this time I was working on several projects hired by different people as a Consultant. Some were World Bank projects, some were not. I joined the Consultant Trust Funds Division in April of 1996 as a consultant, and I work there til August of 1997. Then I left the World Bank as a consultant and I worked for other task managers as a short term consultant, and I rejoined the Consultant Trust Fund Department as a Trust Fund Officer in December of 1997. I left the Consultant Trust Funds Department in 1999. And I left the World Bank, um, Oh I joined the Corporate Governments Department in December of 1999, and my contract was terminated in August of 2000. I may be wrong on some of the dates, but this is what I recall right now.

Male Voice 1 per:
Maget DiStraum

Can you describe your assignments in regard to trust fund money?

Mr. Basu: Uh, the way trust fund department, the Consultant Trust Fund Department works, there is a trust fund application form which has several fields in the trust fund application form, uh, which comes attached with the tons of reference. It is sent to the Trust Fund Division Trust Fund Assistance. They do the pre-screening for the Trust Funds to see if the trust fund has been signed by the division managers, to see if there are funds in the trust fund that they are applying for, and to see whether these trust fund applications fall within the threshold of our approval, or should it be sent to a different dome of countries. Then the application forms were passed on to Consultant Trust Fund Officers. These officers were mostly consultants, and I was one of them. My job was to review whether an application was met the criteria set out for the trust fund agreements. Three or four criteria that we went by was whether the National to the Consultant Firms, or the Nationals to the Consultants met the criteria. The country in which the task was being done, and the sector in which the work was done. If these three criteria were met, and there was money in the trust fund, we were required to approve the application. Sometimes we would review the terms of reference, but given that we would receive about 20 to 30 applications a day and secondly we were not qualified to review trust fund terms of reference. We did not focus on these things. The main criteria was to see whether the assignment, the form was signed by the division manager, which sort of attested that the application was for a legitimate work, and it was within the right program of the World Bank. Um, after we approved a rejected application, it would go back to the assistants, and they would enter that data in the computerized accounting system. I may be wrong on that, I know it was entered in the computer system, and then sent to the Technical Department of the Trust Fund. They would then again review the applications, to see whether the amounts allocated was actually available, and that the project that was being funded had a project ID, which meant that the project was part of the World Banks right program. After this was done, the different departments were informed that the Trust Funds were approved and then the form was sent to the Accounting Department. They would make the entries to transfer the money. Uh, do you want me to go how the contract...

Male Voice 1 per Maget DiStraum No, No, No, No, I wanted to talk to you a little bit about your acquaintance with Mr. Gyllensvaan, when you met for the first time.

Mr. Basu: Um, I met Mr. Gyllensvaan probably within the first three or four days that I joined the Consultant Trust Funds Department, and um, it was

unfortunate that his father passed away very soon after that, and he really didn't have any support system, um, his wife came down with leukemia, and he really didn't have any friends, he was only about \$20,000 a year, and we became very good friends, we started playing golf, and I would help him in whatever way I could, and um, we have what, um, in a couple of projects in Eastern Europe, in Ukraine, Romania, Dicrana, India, um, this was, these were all, he was working as a consultant for the uh, Mr. Fjellner's company which I was supervising and helping them out. Well I would not like to say supervising, because there were supervisors, but I was closely helping them in uh, performing the project.

Male Voice 1 per
Maget DiStraum: And to get contracts, and also to get contracts, did you, were you helping them in acquiring contracts?

Mr. Basu: Well the thing is, uh, I introduced Mr. Fjellner and Mr. Carlson to Mrs. Kumar Ranganathan, to Mr. Hutactha who is the Task Manager for India, and um, there was this lady called Muny Lenotaos who I also introduced Mr. Claus Fjellner as an individual to work in East Pakistan, and then depending on the work that they did, they got contracts. Uh. I personally could not affect a contract in either way, and it is not only the Swedish Consultants that I introduced. Uh, as part of my consultant Trust Fund Assignment, we would receive a lot of Consultants coming in, and to tell them how to go about getting contracts. However, with the Swedish consultants I was a lot more helpful because initially gone to Sweden to provide a seminar on the World Banks Consultant Trust Fund Program, and to tell the consultants attending over there uh, on how to get contracts. Claus Fjellner and Ed Carlson were already known to Mr. Gyllensvaan, and they had already received a contract from Mr. Sengupta, uh, in 1996 December or January, and he requested me to meet with these consultants over there, and I met them during the meeting along with many other consultants. There were three consulting company's that visited me at my hotel, and one of them was Mr. Fjellner, and Mr. Carlson, and my advice to almost every consultant was that it was difficult to get contracts from Sweden, but if they came to Washington, I would certainly help them in setting up some appointments. I was quite well received, uh, and I had kept in touch with Mr. Johnny Anderson, and he was very pleased that I was going to help out.

Male Voice 1 per
Maget DiStraum: Have you also talked to Mr. Anderson? And he said the only consultant that you spoke with over an hour was Mr. Fjellner and Mr. Carlson, and seven other consultants were very upset regarding this.

Mr. Basu: Sir, I remember it slightly, I'm sorry but uh, as far as I remember I spoke to about fifteen consultants right after the seminar, and they came to visit me. That is how I remember, I apologize if this is contradictory. If I may say that was, I remember that because they took me out to this very nice restaurant called Gon Downin.

Male Voice 1 per
Maget DiStraum: Who were they?

Mr. Basu: Uh, Claus Fjellner and Mr. Carlson. They took me out to dinner at this restaurant, which is why I remember that they came over in the evening.

Male Voice 1 per
Maget DiStraum: OK, Fjellner and Carlson they came later to Washington?

Mr. Basu: Yes, sometime in May or June I think.

Male Voice 1 per
Maget DiStraum: Had you introduced them to Mr. Sengupta?

Mr. Basu: Uh, I set up uh, a lunch, but it would be wrong for me to say that I set it up. I told me Sengupta that they were coming and where he would meet them, and uh, there was a lunch meeting at a restaurant called White House Connection, and uh, over there, Mr. uh, Sengupta told them about many opportunities that there was for his projects, and he mentioned at least 10 possibilities, and uh, he mentioned that in order to get those contracts he would have to hire local consultants in Kenya. And that is what I remember from that uh..

Male Voice 1 per
Maget DiStraum: Do you remember who else were attending the meeting.

Mr. Basu: As far as I remember it was just the four of us.

Male Voice 1 per
Maget DiStraum: If I say that uh, Jonas, and David Riper

Mr. Basu: I honestly don't remember, I only remember just the four of us, but again, this happened almost five years ago, I just remember...I would also that since events happened a long time ago, I may have different versions of the story or my dates may be wrong, and I'm terribly sorry for not being completely accurate.

Male voice 1 per
Maget DiStraum: You may remember maybe if there was a discussion about a compensation if Mr. Fjellner and Mr. Carlson would get the contract.

Mr. Basu: Uh, this was much later. Uh, I had met with Mr. Sengupta based on his promises to give these Fjellner and Carlson these contracts. Um, I think much later, maybe a month or so later, we were at a Starbucks coffee such on Pennsylvania, Mr. Sengupta asked me if they were willing to make payments for getting contracts. And initially he would say that these were to be made for Kenyan officials but it was very clear that it was all for himself. Uh, so I informed the uh, Mr. Fjellner that uh, you know, there would be no contracts unless, unless there was payments. And while they were so eager to get contracts, that they were willing to do anything.

Male voice 1 per
Maget DiStraum: When you spoke to Mr. Fjellner was he in Washington, or what did you speak to him on the phone?

Mr. Basu: No, this was over the telephone, or maybe email.

Mr. Voice 1 per
Maget DiStraum: And when in time did this take place. Approximately?

Mr. Basu: Uh, within two or three months.

Male Voice 1 per
Maget DiStraum: And which month are you talking about?

Mr. Basu: I would say August, September.

Male Voice 1 per
Maget DiStraum: 97, August of 97

Mr. Basu: Oh, yes, 97.

Male Voice 1 per
Maget DiStraum: OK, did you work at the bank at that time?

Mr. Basu: Yes.

Male Voice 1 per:
Maget DiStraum: Do you think possibly it could have been a little earlier in that case?

Mr. Basu: Yes.

Male Voice 1 per: I'll see if I understand it correctly, when Fjellner was attending in the
Maget DiStraum: evening there was no discussion about payment for a contract?

Mr. Basu: Not that I remember.

Male Voice 1 per: It was just you and Sengupta discussing this?
Maget DiStraum:

Mr. Basu: Yes, I mean, I remember the conversation that I had with Mr. Sengupta, now it is possible that Mr. Sengupta has a separate meeting with Fjellner because even before I introduced Claus Fjellner to Mr. Sengupta, he had already issued a contract to them for \$210,000 through Mr. Gyllensvaan, and Mr. Riper. And the important thing about that contract is that it was a single source procurement, which is impossible, well not impossible but very difficult under the banks procurement process. Secondly it is very difficult for a consulting company like Fjellner's Company to get vendor ID's because it has almost eight or nine criteria which needs to be fulfilled and I don't know much about the insides of their companies, but I know that they could not have qualified for the vendor ID, so that may have been a completely separate discussion with David Riper, Gyllensvaan, Sengupta and Fjellner.

Male Voice per: I show you later on that you knew everything about these companies.
Maget DiStraum:

Mr. Basu: Yes, I knew what these companies were but I did not, they would always tell me about their partnerships with other companies, which is why I'm also saying that as much as I know they could not have got the vendor id's. I mean, I knew a lot about some of the companies that they, they were four companies, but what I did not know was the registration stratus, who actually owned these companies, because he tried to explain all of these several times to me. It was always very complicated.

Male Voice 1 per: We're going to go through the companies later on. When you have now
Maget DiStraum: gotten into contact with Mr. Fjellner, and he agrees to pay money to Sengupta why did you forward this assignment? This data? The information that Sengupta wanted to have?

Mr. Basu: Um, well, I've known Mr. Sengupta for thirty years, um, and he has helped our family very much uh, and he has helped me get into the bank, um, and, it was more or less an obligation to me, and secondly, it was a choice that the Swedes had to make. Um, and lastly, I should not have made that uh, uh, it was wrong, and I'm ashamed about that.

Male Voice 1 per
Maget DiStraum: Did you or Mr. Gyllensvaan get part of this money for the contracts that were issued?

Mr. Basu: Uh, the arrangement was that, sorry, that I would get approximately 10% for working on any contract issued to the Swedish consultants. Uh, I think the arrangement with Mr. Gyllensvaan was also the same, and he would also get some money for bringing in other contracts. For instance I believe he received money for getting the contract from Mr. Sengupta. Uh, regarding Mr. Sengupta's contracts, because...because there was um, these were all Civil Engineering contracts, well let me start from the beginning. I believe there were three or four contracts issued to him.

Male Voice 1 per
Maget DiStraum: Who is he?

Mr. Basu: Mr. Sengupta. The first was the \$210,000, which was performed by Mr. Riper. The second was a um, a roads project which had something to do with a study on roads, and I would like to explain, there is a story behind this as well.

Male Voice 1 per
Maget DiStraum: Maybe we can get into the contracts themselves a little later.

Mr. Basu: Right.

Male Voice 1per:
Maget DiStraum: If it's a very short piece you may tell it now.

Mr. Basu: OK, it is uh, since you had a conversation with Mr. Anderson, this may have come up. Uh, he wanted, uh he had sent it an application for \$145,000 for this particular assignment, I believe this was under my preview to approve it because everything under \$150,000, I could've signed. I may be again wrong on this, but as far as I remember, I could've signed it. But I did not do that. Because it was close to \$150,000, I sent it to Mr. Anderson for his review. Mr. Anderson spoke to Mr. Sengupta that he did not have any problems with the contract, however, with one condition, that it was going to be on the banks condition to go through a selection process, which means, it would go through bidding. And Mr. Anderson even suggested two or three companies. Mr. Sengupta waited for about 2 weeks, or maybe a little more and called back Mr. Anderson, reduced the scope of the contract, under \$100,000, and issued the contract to Mr. Fjellner. There were two other contracts which I don't remember what their assignments were for, one of these contracts, I pointed out to the

investigating committee of the bank, which it is my belief started the whole investigation against Mr. Sengupta. He asked the consultants to send in the invoice two days after the contract was issued. Um, I do not believe any work was done. None of these projects, I did any work, and um, I do not believe I received any money for this. I have been in the middle of almost everything that went on, and it was extremely stupid of me to be in the position. My job, well not my job, but Mr. Sengupta because he traveled so much, and also the fact that they would never get a hold of Mr. Carlson and Mr. Fjellner, and thoughtful, it was just easier to inform me to do these very odd jobs of signing contracts, asking for invoices, even on two occasions, asking me to make sure that Mr. Fjellner met Mr. Sengupta in London, and this was for him to receive money.

Male Voice 1 per
Maget DiStraum: So all these things that you have done being right in the middle, which compensation have you received for this?

Mr. Basu: Um, I have received compensation in three ways. My brother in law, my closest friend in India, and my father, all worked for the Swedish companies. Because I took responsibility to several of their projects, um, the Task Managers held me in high regards, and I was doing mainstream work for the bank, which would further my career, because historically it is very difficult to leave the Trust Fund Department and join the mainstream bank activities.

Male Voice 1 per:
Maget DiStraum: How much in cash have you received?

Mr. Basu: Um, I have received mostly in bank transfer. Together my father and I probably received about \$50,000. Maybe more, but not much more.

Male Voice 1 per
Maget DiStraum: OK we'll come to that on specifics. After your first agreement, how fast did the first contract come up after that?

Mr. Basu: Six months, I think.

Male Voice 1 per
Maget DiStraum: Do you have any part in how fast the process is to get these contracts financed?

Mr. Basu: Um, the thing is, at least for Mr. Sengupta's projects there was no hurry to get them. The other contracts for the other assignments, particularly for Mr. Kumar Ranganathan's assignments, or even other task managers, nobody actually waiting for the contract to be issued. They would ask the

consultants to go on these trips, on these assignments.

Male Voice 1 per
Maget DiStraum: Did you ever do so that whatever was at the bottom would be moved up to the top?

Mr. Basu: Well sir this was question that other investigators also asked, um.

Male Voice 1 per
Maget DiStraum: Must be a good question.

Mr. Basu: It is but the thing is there are 54 trust funds, there is no single pile that uh, there have been many occasions that I have approved Trust Funds for Task Managers on a priority basis, yep, uh, for the assignments for these Swedish Consultants, I do not believe I've done that, uh, the only reason it would be a bad thing is that if I had approved their trust funds at the cost of not approving another Swedish Consultant, I do not believe that has ever happened. There have been during my three of four years at the trust fund, the internal process, and um, you know the use of fund, the entire Trust Fund Program has been audited uh, both by Price Waterhouse, and by the Internal Auditors, and although I've never seen the reports I do not believe there was any discrepancies. But having said all of this I have on many occasions um, you know approved Trust Funds ahead of other people purely on a priority basis. Uh, If you look at the Trust Fund log file, you will see that I have rejected Mr. Ranganathan's requests more than I have done other people.

Male Voice 1 per
Maget DiStraum: Would you like to pause before we continue?

Mr. Basu: Can I get some water?

Male Voice 1 per
Maget DiStraum: That's ok.

Female Voice 1 per
Maget DiStraum: I would like to ask you about some contracts and what you know about them. Sengupta has talked to you regarding a \$40,000 contract where the \$15,000 of that would go to Sengupta, and the rest to Sadeshna.

Mr. Basu: Yes. That was, I mentioned two contract \$35,000 and \$40,000, for which there was absolutely no work done. One of them was a \$40,000 contract, I don't know whether it was the \$35 or the \$40,000.

Female Voice 1 per There was one for \$40,000 to Ethiopia, could be it in November of 97.

Maget DiStraum:

Mr. Basu: Yes it could be, but I don't exactly remember.

Female Voice 1 per
Maget DiStraum: Can you talk about that?

Mr. Basu: Yes, Um, this contract was issued for the assignment it was issued for. I don't remember what the exact contract was about. Um, at that point of time the bank changed it's individual short-term Consultant rules, that Consultants could not be hired for more than 180 days a year. Uh, instead of 240 days a year. Uh, Mr. Sengupta's assistants, assistant Ms. Rachalderie, uh, was going to work for him for 240 days, so he asked um, Mr. Fjellner to pay for Ms. Rachalderie's additional 50 days.

Female Voice 1 per
Maget DiStraum: And then this contract was issued?

Mr. Basu: Yes.

Female Voice 1 per
Maget DiStraum: And how was the payment taking place to Sadeshna?

Mr. Basu: There was one payment that was made through Western Union, um, and I don't remember whether this was the payment for uh, they send money by Western Union to Ms. Rachalderie.....Sadeshna

Female Voice 1 per
Maget DiStraum: On this whole amount that she was supposed to get

Mr. Basu: I don't remember, I honestly don't how much she got. But I'm sure she got, I don't know, whether Mr. Sengupta got something out of it or not. The thing is Mr. Sengupta got so much money that I cannot specifically say which one.

Female Voice 1 per
Maget DiStraum: Where did the suggestion come from to use Western Union?

Mr. Basu: Um.

Female Voice 1 per
Maget DiStraum: Did you come up with proposed suggestion?

Mr. Basu: I possibly could have.

Female Voice 1 per
Maget DiStraum: Were you assisting her to get the money from Western Union?

Mr. Basu: Um, I don't recall, whether I picked up the money, or Sadeshna picked up the money. I know the money was transferred over there, but I do not know whether I went or Sadeshna went, or Sengupta went, or even Sadeshna's husband went.

Female Voice 1 per
Maget DiStraum: Why was it so important for Sengupta to pay Sadeshna?

Mr. Basu: Um, because he had no other assistants. This is my guess, I am guessing this, and she was paid on a prod day basis, and so her salary was reflectively reduced by uh, by 1/4 I think, so he wanted to continue with her and compensate her.

Female Voice 1 per
Maget DiStraum: Did he have a relation with her.

Mr. Basu: I don't know, I cannot even guess.

Female Voice 1 per
Maget DiStraum: From where does this money come?

Mr. Basu: Which money, the one that was sent from, I believe from Sweden?

Female Voice 1 per
Maget DiStraum: It was for this contract of \$40,000 that was issued to O-Group.

Mr. Basu: It was either the \$40,000 or the \$35,000 I don't remember which one it was.

Male Voice 1 per
Maget DiStraum: Did you contact Mr. Fjellner regarding this?

Mr. Basu: Uh, possibly.

Male Voice 1 per
Maget DiStraum: It was you who directed this that Mr. Fjellner would send the money from Sweden and then back.

Mr. Basu: Yea, sure, I mean it's very likely because I would send him invoices or

asking him to submit invoices for Mr. Sengupta, yes.

Male Voice 1 per
Maget DiStraum: What did you say to Mr. Fjellner when this contract came up, that you would get the money back or what? Would Fjellner get money for this?

Mr. Basu: Yes. Yes.

Male Voice 1 per
Maget DiStraum: How much money did Mr. Fjellner get for this?

Mr. Basu: The rest of the contract money.

Male Voice 1 per
Maget DiStraum: How much did Sadeshna get?

Mr. Basu: The exact amount is what don't remember.

Male Voice 1 per:
Maget DiStraum: Did Mr. Fjellner get the small part or did he get half of the amount?

Mr. Basu: I would say close to half.

Male Voice 1 per
Maget DiStraum: And Fjellner quite understood this arrangement, or he agreed to this arrangement.

Mr. Basu: Well yea, he never had a problem for paying anybody, or uh, he usually kept money aside for, it became a habit with him, in fact one of the reasons, I finally stopped working with Mr. Fjellner is that he didn't want to really do any work, and I had asked Two Task Manager's to cancel his projects, cancel his contracts.

Female Voice 1 per
Maget DiStraum: During the period when you left the bank in 97, you talked about that it was about 3 months that you did not work at the bank. What did you do at that time.

Mr. Basu: Uh, worked on five or six projects. I was working on Pakistan project with Mr. Fjellner, I was working on the Sri Lanka project with Mr. Fjellner, I don't remember whether I had started working with the Philippines project or not, uh, I was a consultant to the government of China for the State Commission, uh, I worked on a project in Cameroon, Crystal Sector for Mr. Ranganathan, and I also worked in the Consultant Trust Funds one or two days a week, mostly on preparing reports

Female Voice 1 per Maget DiStraum: Did you during this time get any compensation for work done for Swedcon?

Mr. Basu: Yes.

Female Voice 1 per Maget DiStraum: Um, how much was that?

Mr. Basu: Um, I think \$16,000. I think so, I'm not very sure how much I got.

Female Voice 1 per Maget DiStraum: Was this work actually performed for Swedcon?

Mr. Basu: Oh, yes, this was Pakistan project for the India project, I actually worked right through the project with the consultants and it is my understanding that this India project was actually considered as best practice. For the Pakistan project uh, it continued for , I think they had two contracts, I'm not sure. Um, I think the first one was \$45,000 or \$50,000.

Female Voice 1 per Maget DiStraum: Did you hand in an invoice for the work that you performed for Swedcon?

Mr. Basu: Um, I think I handed in one, but there was one invoice submitted in the name of my father for work done in India, because he was also involved in the India project.

Female Voice 1 per Maget DiStraum: When did that come up that your father would work for this?

Mr. Basu: Um, during my trip to India, or maybe a week before.

Female Voice 1 per Maget DiStraum: Was this the first time it actually came up to talk to Mr. Fjellner about your father's involvement in possibly work?

Mr. Basu: This came up when the contract for India and Sri Lanka was granted.

Female Voice 1 per Maget DiStraum: At the discussion earlier that your father might possibly participate in this contract?

Mr. Basu: The reason, I don't think so. I mean it wasn't, it wasn't that, it was because of my father that he got the contract, uh, the problem is when I first met Mr. Fjellner, he said he had access to a lot of Swedish

consultants, but in reality he just gave me these names and nobody was really good enough to do anything. When the contract for India was issued, and in Sri Lanka, I suggested that given that these two contracts will take a long time, uh, they will need some people over there uh, to work right through on the ground, and it would be cheap for them to hire local consultants, and I suggested my brother in law, my close friend and my father.

Female Voice 1 per
Maget DiStraum

I'll show you an email....This is a Swedish from Gyllensvaan to : Fjellner. It's in May of 97. Your message writing to Fjellner, as I mentioned earlier to you, I can have, I asked father to send you an invoice for his expenses.

Mr. Basu:

In Me?

Female Voice 1 per
Maget DiStraum:

To me. On the 29th of May of 97. Wasn't it like this that you father would be as a name on the invoice and the money would go to you?

Mr. Basu:

No, my father was working for Swedcon, and this work did not start till August I believe.

Female Voice 1 per
Maget DiStraum:

August 97?

Mr. Basu:

August 97...that's what I remember. Now I don't know whether this invoice, was this invoice ever prepared? Do you know?

Female Voice 1 per
Maget DiStraum:

There are two invoices from the 14th of November in 97.

Mr. Basu:

That makes a lot of sense because I was in India, and there should have been an invoice for East Pakistan, and then there was an expense, an invoice for India, uh, most of the money in that invoice went to me, because I went to India to work for Swedcon, uh, but my father was also there working for the project, and also later um, on my father, there was an invoice from my father for \$35,000 uh, which includes my father working for them.

Female Voice 1 per
Maget DiStraum:

We'll get to that later. Four tops, what's that?

Mr. Basu: Oh, the Four Tops was something that Mr. Fjellner and Mr. Carlson came up with, uh, when I wanted to join the Swedish company, they had all these big times of hiring you know, 15, 20 people, and have 4 directors, uh, Claus, Eje, Jonas and myself. This was when I had decided that I was going to work for them and not for the bank anymore. And it lasted for a very short time, even though we were very good friends. And what we had agreed to in terms of compensation, that I would get paid only on projects that I worked on. And the projects that I worked on were um, the Sri Lanka panty, um the, India, East Pakistan, Malowee, Phillippines, Romania, uh Romania Environment, not uh the cultural, uh Lithuania, uh Ukraine, and I worked on a cost accounting project for which there was no contract issued. And I received money for all of these, not all of these but some of these.

Male Voice 1 per
Maget DiStraum: I would like to talk a little bit about your uh, central role like being in the middle of things. Was it like this, that you and Jonas, and Fjellner had an agreement about a business idea?

Mr. Basu: Yes.

Male Voice 1 per
Maget DiStraum: Can you tell us about that, how you would get contracts, how you got them?

Mr. Basu: Um, the main concept was, came out of the seminar that I had attended, and I realized that even though Sweden had many, many consultants, they did not have any consulting company which made in-roads into the World Bank, and I would help Claus and his companies to become a Consulting House uh, because initially I thought they had access, I mean they showed me brochures of a lot of companies and they had partnerships with Hogia. So I said that I would be willing to uh, help them, train their consultants on how to write reports, how to work on bank projects. Uh, the fact that they already had two or three contracts, if they could do this work well, automatically they would be referred to other task managers. A very good example is Ms. Mani Mella Pious. I recommended Mr. Fjellner as an individual Consultant on a two week assignment to East Pakistan, and he really performed very well in setting up an accounting system. Uh, Ms. Pious then took the initiative to recommend these Swedish Consultants for the project in Romania Cultural Heritage, uh, Ukraine, Romania environment, and I believe Lithuania, and I always said that I would help them do their work.

Male Voice 1 per
Maget DiStraum: And you do this while you are, at the same time you are working at the

Maget DiStraum: bank?

Mr. Basu: Well initially that was not the, I was, I was, I had finished four years of consulting, which was the law, which was the rule in the World Bank. I don't think I could've continued working in the Bank as a Consultant, so I was planning to leave the World Bank, and work as a full-time Consultant, and I would work with the Swedish Consultants, but things changed and I got the job with the World Bank in December. Unfortunately by this time I had my best friend, and my brother in law working in the company, so I continued assisting them.

Male Voice 1 per
Maget DiStraum: And direct them?

Mr. Basu: And direct them on how to do, I would help them on how to organize their work, what to look for, and organize their final report.

Male Voice 1 per
Maget DiStraum: And how the payment would take place to Gautam Sengupta, and Ranganathan also?

Mr. Basu: Gautam was plain and simple, he would go Sweden, I mean he would go to England, and collect the money from there.

Male Voice 1 per
Maget DiStraum: And then you're talking about bribe money?

Mr. Basu: Well part of it is bribe, uh the three contracts that you mentioned, he got 10% of those contracts, or that was the agreement.

Male Voice 1 per
Maget DiStraum: Could you stop right there for moment and tell us about the agreement, who it was between and for whom, and when?

Mr. Basu: I don't think there was, it was clear cut agreement on paper, uh, it was between Claus Fjellner and Gautam Sengupta, for 10%. It came out of that conversation that we had with Gautam, and I informed them, and from then on he would prepare these spreadsheets, which clearly showed his contracts, and he would for maybe one or two times he sent it to me to be sent to Claus, but most of the time he sent it to Claus directly.

Male Voice 1 per
Maget DiStraum: In these contracts that you mentioned, were you also supposed to get 10%

Mr. Basu: Uh, not these contracts, only on the contracts that I worked on.

Male Voice 1 per
Maget DiStraum: But you worked on all the projects since they couldn't handle writing for themselves.

Mr. Basu: Uh, this, for the projects in Kenya, I don't believe I wrote any of the reports.

Male Voice 1 per
Maget DiStraum: I will show you an email here that you have sent to Claus Fjellner, it was the 4th of April 1998. We would like you to read the whole e mail

Mr. Basu: Right

Male Voice 1 per:
Maget DiStraum: And then we'll go back to specific points. I would like to talk to you about this email. Together with the hearings we've had with Mr. Fjellner and then Mr. Carlson I understand that you are the one that's directing everything in the Swedish companies, and maybe we can see that to from the text, and this is from the time you were still working at the bank. Would you like to comment on this please?

Mr. Basu: Um, I directed everything to the extent on hiring Anshou, Sengupta, and my brother in law Mr. Onorucatuchi. Besides that uh, I worked with them closely on all the work that they were doing till the middle of 98, or a little later, maybe till October. Um, Gautam Sengupta's funding, funds transfer was always one of my biggest problems, and possibly others as well.

Male Voice 1 per
Maget DiStraum: What you do mean with Gautam's fund transfer?

Mr. Basu: Uh, he had this arrangement with a company called Geomaps in Kenya, and there was a person called Lenny, and they had this scheme for Lenny to transfer money into an offshore account, and um

Male Voice 1 per
Maget DiStraum: They who, They had a plan? Who

Mr. Basu: OH, uh, Lenny and uh, Mr. Sengupta, to be honest I don't know the entire story in Kenya, all I know is that he won a contract for between almost three million dollars, and part of the money was going to be transferred into an offshore account and Mr. Sengupta would charge money to Lenny for getting this money transferred. The way they did this was that Lenny would have a contract with Mr. Riper, Mr. Riper would have a contract with Mr. Fjellner, and they would Mr. Fjellner would keep the money in this offshore account. Uh, and part of this money that was due Gautam

would be paid in London. Now what I'm not sure at all is, is, although it sounds very fishy that this whole scheme was a looto. Uh, this was a three million dollar or somewhere around that region contract. There was a complete billing process which was conducted, and money that Lenny wanted to keep offshore was being transferred. But what I don't understand was why this elaborate process.

Male Voice 1 per
Maget DiStraum: What role did you play in this?

Mr. Basu: Um, I actually hardly played the role, because this thing that was set up called "Sadin" is some very complicated insurance thing that he set up, which I cannot explain how it works.

Male Voice 1 per
Maget DiStraum: Sengupta would get the part of this money?

Mr. Basu: Yes.

Male Voice 1 per
Maget DiStraum: How could you then say that it is not illegal if Sengupta would get money from the contract?

Mr. Basu: But, the thing is he was charging Mr. Lenny Kivuti for transferring this money, and you know just like if you wanted to open an offshore account, you would have to pay some money to set that up. Now that is the story given to me by Mr. Sengupta, but I would not be surprised at all if uh, this was, there was something wrong with this contract.

Male Voice 1 per
Maget DiStraum: What was Fjellner's role in that?

Mr. Basu: Fjellners role was to get money for setting this thing up.

Male Voice 1 per
Maget DiStraum: Did he get that?

Mr. Basu: Well he got some money I'm sure, but the main reason he set this up, because Gautam would promise him contracts, millions of dollars in contracts.

Male Voice 1 per
Maget DiStraum: Ok.

Female Voice 1 per
Maget DiStraum: Who was Lenny?

Mr. Basu: Lenny Kivuti was the managing director of Geomaps.

Female Voice per:
Maget DiStraum: What is Geomaps?

Mr. Basu: It's a Kenyan company that works on GIS, Geographical Information Systems.

Male Voice 1 per
Maget DiStraum: If you read the last sentence of the mail that you had written, it says in Swedish, uh, one more thing, I and Riper managed to get the Kenya contract, we got the news today. Is it you or Riper that is getting the contract?

Mr. Basu: David Riper, I have, I mean this is, can I, this is going to take a little time if I want to explain this, do you want to talk about it now, or I can talk about it...

Male Voice 1: No, I want to talk about...

Male Voice per
Maget DiStraum: I am interested in speaking about it now, it says in the mail you and Riper succeeded in getting this contract.

Mr. Basu: This is me showing a little bit but...

Male Voice 1 per
Maget DiStraum: I'm going to change the tape and I will take, we will have a small short break.

Break

Male Judge
per Interpreter: You were supposed to explain to me the last sentence of that Kenya Contract, etc?

Mr. Basu: In the Telecommunications Department that I worked for, till 95, uh, I met David Riper over there, he was a computer programmer, and he had developed a very interesting financial management program. Mr. Riper also worked with Mr. Sengupta previously. We both approached Mr. Sengupta if he thought that this particular computerized program could be used in any of his projects. He introduced us to the director of PIU in

Kenya. David Riper and I went to Kenya, I believe May or June.

Male Judge
per Interpreter: '98?

Mr. Basu '95. Yes. And we were going to show this project to um, to the PIU director and his colleagues. But when we reached the, Mr. Singleton had arranged to meet with other local consultants. And what we were offering was for under a 100,000.00. Uh, he expanded the scope to provide more hardware and additional functionality. And asked us to partner with these local consultants. And we started preparing a proposal, and this proposal kept on expanding till finally when the bidding documents were issued, I don't remember when that was, could be late '96 or early '97. Uh this was way too big, and I was working for the World Bank at that time. It was really not possible for me to continue working on this Kenya project even though, I was helping on the proposal. And if, the contract was issued, I would possibly leave the Bank, but, when Gautam informed that the contract was actually, not the contract, but the consortium, I believe it was Knowledge Engineering, Garth Consulting and some other company. I forget. This consulting team won. I wasn't really talking to David Riper too much, and when the contract was actually issued. I believe it was '99 or late '98. I 'm not sure. I have not spoken since I don't, for a very long time on any work. But the, this contract was sort of bided out unfairly by Mr. Sengupta, because he helped in preparing the proposal.

Male Judge
per Interpreter: Is this the contract you talked about for earlier for 3 million?

Mr. Basu: No, no, no

Male Judge
per Interpreter: Riper had two contracts in Kenya during this time?

Mr. Basu: The contract between Geomaps and David Riper, I have not seen and I don't know what this was really for.

Male Judge
per Interpreter: How did he use or lose his contract?

Mr. Basu: I don't know.

Male Judge

per Interpreter: I and Riper managed bring home the contract we got the news today, 3rd of April '98.

Mr. Basu: Yea, that was the financial management contract that I 'm talking about.

Male Judge
per Interpreter: And you don't know how big that was, Financial Management?

Mr. Basu: No I'm talking about the Geomaps, the Geomaps David Riper contract. This is different from the Knowledge Engineering/Garth contract

Male Judge
per Interpreter: I heard you said that.

Mr. Basu I don't know what the Geomaps, David Riper contract is. The Knowledge Engineering, Garth and the third contract for, that was something like 2.7 million. Right. That belongs to David Riper.

Male Judge
per Interpreter: And you're part in that?

Mr. Basu: On the second one, the project. I had worked with Mr. David Riper right up to the proposal stage.

Male Judge
per Interpreter: Have you gotten a compensation for this?

Mr. Basu: No, no, in fact, I spent \$6,250.00, which I gave Mr. Riper.

Male Judge
per Interpreter: Ok, I continue, I would like you to look at the mail where it says transfer money, if you look there, I would read it in Swedish and the interpreter will translate. Transfer or money, that will be the big question let us put our heads together and think about this GS and others will need their money soon, So we must think about which is the best way . To send money to Jonas account is not the best way and should be stopped right away. Here it is you who are, should be directing the money to Sengupta how that would be paid.

Mr. Basu: I am just saying over here that, you know that paying this to Jonas' account and Jonas sending the money to Gautam Sengupta, should be stopped.

Male Judge

per Interpreter: And you must come up with another plan how you would go about it?

Mr. Basu: But, I did not come up with the plan.

Male Judge
per Interpreter: You said that you should discuss this?

Mr. Basu: Yeah, I mean I want them to come up with a plan and we will discuss this.
Yes.

Male Judge
per Interpreter: How much money was sent to Jonas' account which was for Sengupta?

Mr. Basu: I don't know.

Male Judge
per Interpreter: One time or ten times?

Mr. Basu: I don't know.

Male Judge
per Interpreter: You don't know?

Mr. Basu: No.

Male Judge
per Interpreter: But you know that money was sent to Jonas' account?

Mr. Basu: Yes.

Male Judge
per Interpreter: And Jonas didn't hand them over to Jonas, but that was your doing, right?

Mr. Basu: No, I did not receive any money from Jonas.

Male Judge
per Interpreter: Have you never gotten money from Jonas that you were suppose to hand over?

Mr. Basu: To Gautam Sengupta?

Male Judge
per Interpreter: To Gautam Sengupta.

Mr. Basu: I don't think so, I received money from Mr. Fjellner in Holland, which I gave to Gautam but I do not recall receiving anything from Jonas.

Male Judge
per Interpreter: That you have not received

Mr. Basu: I'm sorry?

Male Judge
per Interpreter: You haven't received anything from Jonas?

Male Judge
per Interpreter: To be honest I don't recall, receiving anything from Jonas to pay Gautam.

Male Judge
per Interpreter: How come you write these mails where you go to everything how much money have come in and how much.

Male Judge: Goes out.

Male Judge
per Interpreter: How much money goes out?

Mr. Basu: You mean the spreadsheets?

Male Judge
per Interpreter: I mean in this mail-- all the details. What kind of compensation are you getting for this?

Mr. Basu: This is.... to be honest for writing this mail or am I receiving any compens...

Male Judge
per Interpreter: You must don't understand what I mean? You don't understand what I mean?

Mr. Basu: Yeah, but this is--no, I'm sorry I don't quite understand.

Male Judge
per Interpreter: I mean you have a much more central role that you're willing to tell us.

Mr. Basu: No, I had a central. Definitely, arrange, not arranged but a lot of things

came through me. But the only compensation that I received for this is, money that I received for working with Mr. Fjellner and the fact that three of my best friends, relatives, and brother-in-law was working for them and working on these contracts was doing very well for my for my career. Let me start by saying that I'm terribly sorry.

Male Judge
per Interpreter:

I would like to go back to the meeting between Jonas and Fjellner. And I would like to know who at this meeting brought up the question about paying money for the contract?

Mr. Basu:

I don't remember.

Male Judge
per Interpreter:

Mr. Jonas at a hearing, has told us that you were the person that came up with this.

Mr. Basu:

I did not discuss any pay backs till much later than mentioned in that coffee shop. That is how I remember this.

Male Judge
per Interpreter:

At this coffee shop are you the one that picks up the subject or bribes with Jonas?

Mr. Basu:

No, it was him who brought it up.

Male Judge
per Interpreter:

It was he who brought it up?

Mr. Basu:

Yes.

Male Judge
per Interpreter:

Okay. I will continue and I will show you a few more mails and here's one mail from you to Claus Fjellner regarding money.

Mr. Basu:

Yes.

Male Judge
per Interpreter:

I will read part of this, "it has been a frustrating day again, David could not receive the traveler's checks. He feels that there will be problems, and I couldn't convince him of anything else. Oh, well this means , this means again that you will be the person taking care of this. We must give G the money. We will talk about that tomorrow". Tell me what this means?

Mr. Basu: I don't remember this at all.

Male Judge
per Interpreter: Are you the one who is directing how the money is going to get to Mr. G?
Are you using David to hand the money over?

Mr. Basu? I have not directed anything other than receiving orders from Mr. Sengupta. Mr. Sengupta would ask for money, and my job was to tell Claus most of the time to pay him. And because this is David, I just don't remember what this was for..

Male Judge
per Interpreter: Was it like this does Mr. Sengupta go to you and ask for money?

Mr. Basu: Uh, yes, in the beginning.

Male Judge
per Interpreter: And you would then pass it on the Claus Fjellner?

Mr. Basu: Yes.

Male Judge
per Interpreter: How are you supposed to know, what, how much money is involved? Is this already, had it been decided beforehand?

Mr. Basu: Gautam would tell me how much, in the beginning he would send me spreadsheets detailing exactly how much of the contract was paid, and how much is due to him. I would forward that to Claus.

Male Judge
per Interpreter: And how would the payment then take place to Sengupta?

Mr. Basu: Various ways. Most of the money went through their meetings in London. I have made payments to him, and Mr. Gyllensvaan has probably made payments to him as well.

Male Judge
per Interpreter: Would you tell me about the payments that you have arranged either in London, or the ones you have done yourself.

Mr. Basu: I have received, uh, I think some money in '98 in Amsterdam. I think it was \$18,000 or \$20,000 Netherlands Guilders that initially Claus said that

it was for my brother-in-law who was going to visit the United States, but this money is in fact for Mr. Sengupta, and I carried it to Washington, and gave it to him. One other time, I cannot remember the date, I withdrew money from my account, my own bank account, and gave it to Mr. Sengupta. Uh, he needed to money for his brother who was suffering from cancer. I don't know whether Claus ever repaid me on this one or not.

Male Judge
per Interpreter: The meeting was, the intention was that Claus would pay for this?

Mr. Basu: Yes.

Male Judge
per Interpreter: The first occasion, when you received these Guilder, do you remember when in time this took place?

Mr. Basu: Um, I think it was June or July of '98.

Male Judge
per Interpreter: How, what exactly took place when you handed to money to Sengupta?

Mr. Basu: I just came back and gave it to him in a packet.

Male Judge
per Interpreter: At work, or at home?

Mr. Basu: Not at home.

Male Judge
per Interpreter: Did it take place at the World Bank then?

Mr. Basu: Probably.

Male Judge: OK.

Male Judge
per Interpreter: I will talk about the Holland meetings a little later. I will show you another email here, and it's from you to Claus Fjellner, copied to Eje Carlson. The date is the 14th of July 1998. And the subject is regarding the one year anniversary. I would like you to read this through. This was a mail from '98 from Basu to Fjellner. The headline: "What has happened during the past year, an analysis. Turnover, our turnover, the first year has amounted to \$1.5 US Dollars,. It's more than what we had expected, but

unfortunately not enough to support a group of consultants. And after this, the Contract personnel and work projects, which contracts, and how payments would take place to GS and KR". Can you tell me that you are not the one directing this and the future plans, etc?

Mr. Basu: I am proposing it yes.

Male Judge
per Interpreter: And why are you proposing that? What is your part in that, and compensation for this?

Mr. Basu: My compensation is exactly what I said. This is for my career, my brother-in-laws, my close friends careers, and my father was working, and it was going very well for me. It also a sense of achievement.

Male Judge
per Interpreter: I want to talk about Point 2, and future where payment is mentioned. "This is a little troublesome, but action has to be taken. We have handled this possibility for GS and KR, and we have to keep our part of the agreement, the same applies to everybody", this will be the most important question in connection with the next trip. Who is GS?

Mr. Basu: Gautam Sengupta.

Male Judge
per Interpreter: And who is KR?

Mr. Basu: Kumar Ranganathan.

Male Judge
per Interpreter: "Payment we have to keep to our part of the agreement", which agreement do you have with GS, and Kumar?

Mr. Basu: Gautam Sengupta wanted the 10% from the contracts, and his share of the monies that were being transferred to Sadin. Kumar Ranganathan I cannot say I have had a contract with him for payment but somewhere along the way, somewhere along the way, he had kept, I mean there was 10% of his contracts.

Male Judge
per Interpreter: Contract to whom? (Inaudible)

Mr. Basu: To Claus Fjellner's companies. For the contracts issued to Claus

Fjellner's companies, he would receive 10%.

Male Judge
per Interpreter: Why are you organizing this?

Mr. Basu: Because I am in the middle of all of this?

Male Judge
per Interpreter: You are in the center position? I will continue and go on with these emails. I want to show you an email that was sent the same day as before, and that is the 14th of July, and it was from you to Claus Fjellner, and the subject is regarding discussion. I wanna go through item by item in this mail. "Claus I have some questions that I would like to discuss in Amsterdam. #1, Why are these banks in London? Wouldn't it be easier with Switzerland, Luxembourg, etc? Should we open an account in these countries also"? Can you tell us what that has to do with?

Mr. Basu: Uh, yes, Claus had suggested this Barclay's bank in London.

Male Judge
per Interpreter: For what?

Mr. Basu: For transferring money for Gautam, and Kumar.

Male Judge OK.

Mr. Basu: So you know I asked him, it would be better to open these numbered accounts like they had.

Male Judge
per Interpreter: Item #2, "I would like to open some accounts with GS and KR abroad. What do you think? Should we use an agent for this purpose"?

Mr. Basu: This is an extension of point number 1, instead of London I am suggesting that they should open an account in somewhere out of the country.

Male Judge
per Interpreter: Did that take place?

Mr. Basu: No.

Male Judge
per Interpreter: You told me earlier that Gautam and Kumar would get 10% on the

contracts.

Mr. Basu: Yes.

Male Judge
per Interpreter: Tell me about the agreement with Kumar.

Mr. Basu: There was no specific agreement, like Gautam had told Kumar, no.

Male Judge
per Interpreter: You just told me just now that there were 10% that would to Kumar.

Mr. Basu: Yes, 10% was kept for Kumar.

Male Judge
per Interpreter: On which contracts?

Mr. Basu: On all contracts that were issued by Kumar.

Male Judge
per Interpreter: How was this money paid to Kumar?

Mr. Basu: I cannot say, I don't even know whether they were actually paid or not.

Male Judge
per Interpreter: How was the agreement then, when was this decided?

Mr. Basu: I don't know.

Male Judge
per Interpreter: You didn't take part in this agreement?

Mr. Basu: I knew that there was money to be paid, but I did not strike the agreement.

Male Judge
per Interpreter: Were you there, were you present when this agreement was made?

Mr. Basu: I don't think so.

Male Judge
per Interpreter: Tell me about this agreement, when did this take place and where, as far as you know?

Mr. Basu: Through various conversations with Claus, Kumar actually never openly

wanted any money as far as I know, at least not to me. He just wanted to go to Amsterdam and have fun. He was especially interested in going to strip clubs and things like that. But, you know, Claus and I sort of talked about him receiving 10%, and uh, I mean, I am not sure of the specifics about the agreement with Kumar.

Male Judge
per Interpreter: Did you and Claus decide that Kumar could get 10%.

Mr. Basu: Yes.

Male Judge
per Interpreter: When did you tell Kumar about this?

Mr. Basu: I did not tell Kumar about this, but I cannot receive, or remember any specific conversations, but there were clear indications that he expected (inaudible)

Male Judge
per Interpreter: What were they.

Mr. Basu: One time he went to Sweden, and he talked about various contracts, and a lot of the contracts were um, were more than what he should have paid. Uh, then there was a contract for Civil Architecture, which initially was for only \$80,000. That was considerably increased, and you know the consultants wanted \$60,000 more he actually issued a contract for \$80,000. And there was continuously a contract that he paid for even though there was no work done, or was not completed.

Male Judge
per Interpreter: This last contract you talked about, which company received this?

Mr. Basu: Which contract?

Male Judge
per Interpreter: You just talked about a padded contract.

Mr. Basu: I don't remember.

Male Judge
per Interpreter: Fjellner's company?

Mr. Basu: Yes.

Male Judge
per Interpreter: If Fjellner paid money to Kumar, weren't you assisting at this point?

Mr. Basu: Not for, not for any payments to Kumar.

Male Judge
per Interpreter: But you must've gotten reports since you are directing this and are in the middle of everything.

Mr. Basu: No, I had not got any report that Kumar had been paid.

Male Judge
per Interpreter: No oral message or email message?
Mr. Basu: I just don't recall. The only time I recall that Kumar wanted money, was with Jonas Gyllensvaan.

Female Judge
per Interpreter: You talked earlier about, you mentioned Barclay's bank for transfer to Gautam and Kumar, what do you mean about transfers to Kumar in this context?

Mr. Basu: Only, Barclay's bank was only used for Gautam that I know of.

Male Judge
per Interpreter: If we look at item #4, item #3, if you read #3 "a transfer to me would be rather simple, the transferring of money to my father's account with Citibank"? What do you mean with that? Why are they transferring money to you in your father's name?

Mr. Basu: Because both my father and I work for the company.

Male Judge
per Interpreter: And money that would go to you, why didn't they use your name, and why did they use your fathers name?

Mr. Basu: I guess I wanted to show that this was a gift from my father.

Male Judge
per Interpreter: Then who would you show that to? How would you show that?

Mr. Basu: Well, the money was earned by my father, and uh, gifted to me. That's how I would show it.

Male Judge
per Interpreter: Is this money that you or your father would be getting for work performed?

Mr. Basu: Yes.

Male Judge
per Interpreter: Does it have anything to do with tax regulations which name the money is being sent?

Mr. Basu: A little bit, A little bit.

Male Judge
per Interpreter: Isn't that the big reason then?

Mr. Basu: It was a reason, but my father did work for the company. So it's not a complete tax problem.

Female Judge
per Interpreter: Is it like this that the money you are talking about here, it's money that's supposed to be to you but in the name of your father?

Mr. Basu: Part of it, yes.

Female Judge
per Interpreter: That money that later is going to be sent from Sadin and O-Group.

Mr. Basu: I was not aware of the source that the money was coming from, as long as it was coming from Mr. Fjellner.

Female Judge
per Interpreter: How much were they total?

Mr. Basu: There was \$35,000 in four or five payments, um, there was the \$16,000 or something like that. I don't recall how much more but they were all transfers to me. And I received....

Female Judge
per Interpreter: Of this \$35,000 that was paid in the name of your father?

Mr. Basu: Uh,

Female Judge

per Interpreter: How much of that money goes to you and not your father.

Mr. Basu: The entire amount went to me.

Female Judge
per Interpreter: It wasn't meant to be for your father then?

Mr. Basu: It did, part of it did.

Female Judge
per Interpreter: Would you explain please.

Mr. Basu: Yes, my father worked for it. My father worked on helping Mr. (inaudible), and Anshou Sengupta, and worked a lot on the Cost Accounting project.

Female Judge
per Interpreter: Was this whole payment...did he work for the whole amount?

Mr. Basu: No.

Female Judge
per Interpreter: How much?

Mr. Basu: I would say about 1/3 to 1/2 .

Female Judge
per Interpreter: And the rest?

Mr. Basu: The rest was for my work.

Female Judge
per Interpreter: Was Claus Fjellner aware of this?

Mr. Basu: Oh, yes.

Male Judge
per Interpreter: For your, you said for your job, which job was this?

Mr. Basu: I was working on many projects.

Male Judge
per Interpreter: But this was at the same time that you worked at the bank.

Mr. Basu: Yes.

Male Judge
per Interpreter: So this was because you were helping Mr. Fjellner and Swedcon?

Mr. Basu: Yes.

Male Judge
per Interpreter: And actually you are not allowed to receive payments from Swedcon when you were working at the bank.

Mr. Basu: Yes.

Male Judge
per Interpreter: Then I will continue with the mail. If you look at Item #4

Male Judge #2 During this period did you pay income tax?

Mr. Basu: No.

Male Judge #2 In any jurisdiction?

Mr. Basu: No.

Male Judge #2 (inaudible), your employment at the World Bank?

Mr. Basu: Yes.

Male Judge #2 During the period, did your father pay income tax to any jurisdiction?

Mr. Basu: Oh, in India, yea.

Male Judge #2 In India?

Mr. Basu: Yes.

Male Judge #2 Was part of the reason for this arrangement, so that your father's income would avoid being taxed?

Mr. Basu: Yes.

Male Judge
per Interpreter: I will go to item #4, and if you read this, you could maybe make a

comment as to what this is in regard to.

Mr. Basu: One of the suggestions, I had, was or somebody had was to send monies to Gautam by Western Union.

Male Judge
per Interpreter: Why didn't that work?

Mr. Basu: I don't remember.

Male Judge
per Interpreter: It says in the email that it didn't work since you had to be in London, every time you sent money.

Mr. Basu: Yea, but I'm sure he could've sent it from Sweden. And I'm questioning this myself.

Male Judge
per Interpreter: Mr. Fjellner did go to London in order to pay Sengupta right?

Mr. Basu: Yes.

Male Judge
per Interpreter: Point 5, would you comment on that please.
Mr. Basu: Yea, I wanted them to find out how expensive this Western Union from Sweden was.

Male Judge
per Interpreter: Did they do this? Did they send money from Jonas to test this?

Mr. Basu: I don't know.

Male Judge
per Interpreter: I would like you to tell us about the fact that Kumar wanted to get payment and go to strip club where he would meet with prostitutes.

Mr. Basu: Um hum.

Male Judge
per Interpreter: Could you tell me about the first occasion this took place, and how come he wanted to have this arrangement?

Mr. Basu: It only took place once, that I was present. He organized this by asking

Claus and Eje and Jonas to come and worked around one of my trips to Holland and we went to this particular club, and Claus Fjellner paid for it.

Male Judge
per Interpreter:

How much did this cost?

Mr. Basu:

I think 8 or \$9,000 Dollars.

Male Judge
per Interpreter:

Did Kumar have a request to go to one of these clubs?

Mr. Basu:

Yes.

Male Judge
per Interpreter:

And Fjellner paid for all of you?

Mr. Basu:

Yes.

Male Judge
per Interpreter:

The meeting you had before this in Holland. Who was present at this meeting in Holland during 1998?

Mr. Basu:

Uh, the four of us. Jonas, Claus, Eje, and myself.

Male Judge
per Interpreter:

Were you at the same club at that time?

Mr. Basu:

Yes.

Male Judge
per Interpreter:

Who paid for that?

Mr. Basu:

Claus paid for, I paid for the, for it, and they reimbursed me later, and they paid my American Express bill.

Male Judge
per Interpreter:

How much were we talking about that time?

Mr. Basu:

Again, \$8,000.

Male Judge
per Interpreter:

This (inaudible) when you were in Holland? Can you talk about why the sneaking came to pass?

Mr. Basu: Primarily because Kumar wanted to have fun, also to talk about the Sri Lanka, Civil Engineering contract, and Jonas and Kumar had a meeting about possible contracts. They stayed for a day longer than I stayed. I was present when the postal, uh, civil engineering contract was talked about where Claus Fjellner and Eje, they wanted to be paid for the work that they completed already. Originally they had asked for \$60,000 Dollars, but when the contract was actually issued in February, I may have for the dates wrong but it was much later than that...3-4 months later..It was for \$80,000 Dollars. And my understanding is part of this money was used for Holland. Uh, Jonas and Mr. Ranganathan had a meeting after I left, on various contracts, with Jonas sending me an email later on informing me about it.

Male Judge
per Interpreter:

But for sure you were there for part of this meeting?

Mr. Basu: I overlapped for one day with them. Uh, the entire day, I was meeting with the Dutch government on official work. Um, I was not, I knew what the meeting was about, and that they were going to talk about the contract, but I was not there for that particular meeting. We did talk about the fact that Mr. Gyllensvaan was going to work on several projects. Mostly in Washington, but not, I was, I was with my colleague from the Trust Funds in Holland.

Male Judge
per Interpreter:

Had you and Jonas talked about this earlier, what you would discuss with Kumar..?

Mr. Basu: Yes.

Male Judge
per Interpreter:

You about this time were getting tired of Fjellner?

Mr. Basu: Fjellner and I had a fallout in a trip to Ukraine because I really wanted Mr. Sengupta, well Fjellner to stop working with Mr. Sengupta, in fact there is an email that Mr. Joe Scafitti at the World Bank has it was an (inaudible) where I wanted them to stop working with Mr. Sengupta. And I wanted them to work on real projects based on you know the big paper that I wrote, on how to move forward with the Swedish consultants. Secondly, I again wanted to leave the World Bank, and work full-time with the Swedish consultants, and they didn't agree to the salary that I wanted. And I, so, I'm more or less stopped dealing with them being on so friendly terms. Uh in general you had mentioned that my brother-in-law-died, uh,

Claus Fjellner fired Anshou Sengupta. My father was no longer working with them, so I really had nothing to deal with Fjellner anymore, uh, Jonas hired Anshou.

Male Judge
per Interpreter: How did the agreement look like with Kumar that you and Jonas had been discussing?

Mr. Basu: He wanted, I think 10 or 15% of the contracts.

Male Judge
per Interpreter: Did he get that?

Mr. Basu: He asked for \$10,000 Dollars from Jonas, but I cannot be completely sure that actually the money was paid. I know Jonas was financially in distress, because I lent him \$40,000 in '99 sometime in December, and the thing is Jonas would have to send Consultants out to the field without any contracts, and he didn't have enough cash to do that at the time.

Male Judge
per Interpreter: Would you and Jonas who are the best of friends, he was going to quit the bank and start his own consulting company. You must have known if Jonas paid Kumar or not.

Mr. Basu: Um.

Male Judge
per Interpreter: You are part of this agreement to. The Triad.

Mr. Basu: Well the triad mail was my doing completely, uh, I do not believe Kumar had even seen the mail.

Male Judge
per Interpreter: But that was the plan?

Mr. Basu: That was just my plan, and that was only, I mean, I had written that from a hotel room, I don't remember in which country I was, I was really depressed and I had written that email, and even the contents of that e mail were not right because the Cost Accounting Project was not complete. In fact just the framework was prepared, and nothing else was done. And the second thing was when the contract was issued it was used to finance other assignments.

Male Judge
per Interpreter: Do you know whether Kumar received any money, or the contract that Jonas received?

Mr. Basu: That \$10,000 Dollars which he asked from Jonas, even though, there was no direct conversation between me and Jonas, on whether the money was paid. But I almost can assure you that the money was paid. The reason I say that is because soon after Jonas told me this, two or three contracts were issued immediately.

Male Judge
per Interpreter: Do you know where he handed this money over?

Mr. Basu: It is my belief again, in uh, in Holland.

Male Judge
per Interpreter: This thing that you're saying that Kumar wants to have sexual services paid for?

Mr. Basu: Um, hm.

Male Judge
per Interpreter: Has this happened on other occasions?

Mr. Basu: With Kumar?

Male Judge
per Interpreter: With Kumar, yes.

Mr. Basu: One time that he was with me in Sweden and Amsterdam, that's what I know, but he always wanted, uh, whoever would take him to a striptease place, or women and....Williams and Connolly the lawyers for the World Bank showed me a letter that he was having an affair with his assistant.

Male Judge
per Interpreter: No other occasions where you know that Fjellner paid for sexual services for Kumar?

Mr. Basu: NO.

Female Judge
per Interpreter: I first plan to inform you that we have a lot of material from Fjellner and Carlson's computers, which shows email traffic

Mr. Basu: Um, hm..

Female Judge
per Interpreter: We have also the accounting from these companies, Swedcon, and Nordic Trust, Dunap, (inaudible), Sadin and O-Group. I want you to know this before you respond to the question. I want you tell me about all the payments to Gautam Sengupta that you are aware of, or that you know of.

Mr. Basu: There were many, many, many payments.

Female Judge
per Interpreter: Try to take them in order if it's possible, please.

Mr. Basu: There was supposed to be \$300,000 or something that Kumar, I mean, he had a spreadsheet, uh, most of this was paid in um, in um, London, uh I hand carried I believe 18-\$20,000 Guilders, and I gave him another \$9,000 from my account. Um,

Female Judge
per Interpreter: Was it 18 or \$20,000 US Dollars in Guilders?

Mr. Basu: No it was just Guilders that Claus withdrew from a bank and gave it to me.

Female Judge
per Interpreter: Tell me about that occasion.

Mr. Basu: We met in the morning, and then we went to um, right near the, I mean, we were sitting down, and having beer Claus, went and picked up the money and came back.

Female Judge
per Interpreter: Who was sitting around?

Mr. Basu: Um, Jonas, Claus, Jonas, Eje, and myself.

Female Judge
per Interpreter: Was there a discussion then, could you tell us exactly what took place?

Mr. Basu: I don't remember the discussion.

Female Judge
per Interpreter: But it was in Amsterdam?

Mr. Basu: Yes, yes.

Female Judge
per Interpreter: June or July '98.

Mr. Basu: Yes.

Female Judge
per Interpreter: Did you already know that you would get this money in Amsterdam to transfer over to Gautam?

Mr. Basu: As I said, initially the money was for my brother-in-law, who was going to visit, but it was either in Amsterdam, or before I went to Amsterdam, I knew about it. By the time I received the money I knew it was for Gautam.

Female Judge
per Interpreter: How do you mean then, that they were intended for your brother-in-law?

Mr. Basu: Well initially, initially, we talked about my brother-in-law coming to this country, and Claus was going to pay for it. And you know, Jonas was going to bring back money for Mr. Sengupta, and by the time he reached there, I brought back the money and Jonas got some money.

Female Judge
per Interpreter: How much money did Jonas get?

Mr. Basu: I think somewhere around 20,000 Guilders or more, or even more.

Female Judge
per Interpreter: Did Jonas know when you got to Amsterdam, that he was supposed to get this money and transfer them to Gautam?

Mr. Basu: I think so.

Female Judge
per Interpreter: Did you talk about this, you and Jonas?

Mr. Basu: I think I did, I cannot remember the exact conversation.

Female Judge
per Interpreter: Do you then now know how Jonas was handing the money over to Gautam?

Mr. Basu: Not precisely no.

Female Judge
per Interpreter: And you yourself, how did that take, how did that happen?

Mr. Basu: I either gave him the money in his office, or I gave him at the Credit Union. I don't think I gave it to him at his house.

Female Judge
per Interpreter: You're talking about another occasion where it has to do with \$9,000?

Mr. Basu: Um, hm, I think it was at the credit union or the bank.

Female Judge
per Interpreter: Did you at that time deposit the money into his account?

Mr. Basu: I, no if I did, I would've done a bank transfer from my computer, I didn't do that. I either bought him travelers checks, or I gave him cash.

Female Judge
per Interpreter: Where did that money come from?

Mr. Basu: It was my own account.

Female Judge
per Interpreter: Did Claus Fjellner have anything to do with this?

Mr. Basu: Yes, he had asked, me...Gautam wanted the money urgently, and Claus was supposed to reimburse it.

Female Judge
per Interpreter: Has he then later paid you the money back?

Mr. Basu: I doubt that he did, it was all bunched in payments. I want to also go back, you asked me how much money I received. I remember the \$35,000 and I remember you know, the money that was given to me in December or '97, but there were other small payments made to me, I cannot remember exactly when or how much they were. The total did not exceed maybe 8-\$10,000 Dollars at the most.

Male Judge
per Interpreter: Why did you get this money?

Mr. Basu: For working. I was, the total amount due to me was close to 60 or \$70,000 Dollars, based on what I had done.

Male Judge
per Interpreter: Maybe a little more? I'll get back to that later.

Mr. Basu: Could be a little more.

Female Judge
per Interpreter: Is there another occasion that you know of where you have assisted in getting money for Gautam Sengupta?

Mr. Basu: I, there was an occasion where I received \$2000 Dollars from either Jonas or Claus...um but I handed it to him..I think at work.

Female Judge
per Interpreter: When in time is this?

Mr. Basu: I don't know, I have absolutely no idea.

Female Judge
per Interpreter: Can you tell me any details about this?

Mr. Basu: I think this is one of those 30 or \$40,000 contracts.

Female Judge
per Interpreter: How did you get the money?

Mr. Basu: Either Jonas or Claus gave it to me when either Claus was in Washington, or Jonas got the money and gave it to me.

Female Judge
per Interpreter: What kind of money was it?

Mr. Basu: Dollars.

Female Judge
per Interpreter: And what this payment for?

Mr. Basu: That's what I exactly don't remember, but it was money for Contracts.

Female Judge
per Interpreter: Then I would like you to tell me everything you know about Geomaps.

Mr. Basu: Um, hm, Geomaps, is a GIS company in Kenya..They have received a contract from the World Bank, from the Kenyan government under the Kenyan Urban Transport Project, and I don't know much about the contract. I have met Lenny twice...One when I went to Kenya, uh, and second time when he visited Washington. Mostly we talk about possible connectivity between his project and the contract David and I was working. Um other than that Kenny wanted to transfer this money to an offshore account. That's what I explained earlier.

Female Judge
per Interpreter: Do you know of a man named Livingston?

Mr. Basu: Yes.

Female Judge
per Interpreter: Can you tell us about him?

Mr. Basu: Livingston was the Project Implementation Unit Director for the Kenya Urban Transport Project, a very close friend of Mr. Sengupta. He was also a close friend of Lenny. There was another gentleman by the name of Kulya, Managing Director of Goth Consulting. And another gentleman I forget the name of. Gautam and Mr. Ngare arranged the partnership between David's company Knowledge Engineering.

Interpreter: Could you repeat that please?

Mr. Basu: David Riper's company Knowledge Engineering, and the other two companies. They also arranged for a so-called contract between Geomaps and David. That contract I don't know the details of.

Female Judge
per Interpreter: Do you know if any money has been paid out to any of these people?

Mr. Basu: To uh, Lenny Kivuti, or Ngare? Well Ngare was definitely going to get some money. Uh, I just hadn't seen any agreements, nor any amounts that was going to be paid. For..

Female Judge
per Interpreter: What do you know about this?

Mr. Basu: Well, the contract that Knowledge Engineering got with Goth Consulting for the project management financial system which I referred to as David and I got. Gautam and Mr. Ngare was pushing for this company to win, so

both of them were going to get a cut from this contract.

Female Judge
per Interpreter:

I would like to know if you in any way have assisted, that money has been sent to Geomaps

Mr. Basu:

Sent to Geomaps?

Female Judge
per Interpreter:

Regarding Lenny?

Mr. Basu:

You mean from Lenny to?

Female Judge
per Interpreter:

I mean to Lenny?

Mr. Basu:

No, I did not know that Lenny received money.

Female Judge
per Interpreter:

I want to show you an email, and I would like to know the reason for this mail. For the sake of the tape it is dated the 22nd of January, 1999.

Mr. Basu:

I have absolutely no recollection of January, because all I remember in January is my brother-in-law-dying, I'm sorry about this?

Female Judge
per Interpreter:

What could this possibly mean?

Mr. Basu:

Again, some kind of money transfer?

Female Judge
per Interpreter:

But you have no idea what this means?

Mr. Basu:

It has to be a money transfer, Gautam, always called for money transfers.

Female Judge
per Interpreter:

You don't know exactly the background for sending this mail?

Mr. Basu:

I don't recall that.

Female Judge
per Interpreter:

A little later the same day you are sending another email to Claus Fjellner, and the subject is Lenny, an account number that goes to Geomaps.

Mr. Basu: Again, I don't remember this at all, I know I sent it, but I do not remember this at all. I wouldn't even know would be sent to Lenny, because the money was actually coming from Lenny. I apologize for this, but I honestly don't remember this.

Male Judge
per Interpreter: Had you contacted Fjellner to send some money to a company in Kenya?

Mr. Basu: Um, I did not think even this was what I had done. I honestly do not remember this because the money, the money was transferred from Lenny to an offshore account, and the reverse is what surprises me.

Male Judge
per Interpreter: Sengupta has contacted you and asked you to see to it that this has been done?

Mr. Basu: As I said I apologize profusely, I just don't remember this at all, and believe me when I say that I don't remember this at all.

Male Judge
per Interpreter: I will try to help you remember, this happened more than once, and it was far between the times, and then you might remember whether you, on an assignment from Sengupta whether you have sent money to Kenya.

Mr. Basu: To be honest the only person who would've received money is Kenya would be Livingston Ngare, and not Lenny, so

Male Judge
per Interpreter: If don't care about the name Lenny, if you, on assignment had seen to it that Fjellner had sent money to a company in Kenya.

Mr. Basu: Um, hmm.

Male Judge
per Interpreter: Have you done this?

Mr. Basu: I did not remember this I'm sure I have, but I, believe me when I say this, I do not remember, I know that Livingston was supposed to get money, I know that, you know he and Mr. Sengupta gave these contracts to uh, people, but I just don't remember, how much, when, or how it was transferred. And I really apologize for that, it's not that I'm hiding something, I don't remember.

Male Judge
per Interpreter:

In your opinion why would Fjellner send money?

Mr. Basu:

Uh, there was absolutely no reason why he would send money because he was not, other than the money being transferred from the Sadin account. And this is some kind of a bribe from Lenny to uh, Livingston.

Male Judge
per Interpreter:

Tell me about this company Sadin.

Mr. Basu:

Uh, Sadin is something that Claus set up, it was a very complicated, insurance scheme in which I cannot explain.

Male Judge
per Interpreter:

Maybe you can draw it for me, um this Sadin, how the money transferred to Sadin.

Mr. Basu:

Yes, I can show you this. This was Geomaps. Geomaps would send it to David Riper, David Riper would keep 10%, send it to um, Sadin, um and from here, Gautam was supposed to receive some share, and Claus Fjellner would receive I think 10% or 20% something like that. The rest was for Lenny's account. That's as far as I know.

Male Judge
per Interpreter:

The rest of the money that was supposed to go to Lenny, was that sent to Lenny then?

Mr. Basu:

I don't know. I don't know.

Male Judge
per Interpreter:

But the purpose was, the intent was that Lenny would get the money?

Mr. Basu:

That's what I was told, yes.

Male Judge
per Interpreter:

How much of this money would Sengupta get to go to Sadin?

Mr. Basu:

I think something like 20% or 10%, between 10 and 20% is what I knew, or it could be more, I don't know, I don't know.

Male Judge
per Interpreter:

Would you and Carlson and Gyllensvaan get part of any of that money?

Mr. Basu: Initially we were supposed to but, uh, the cost of setting this up and operating this was way to high. I do not believe any of us received anything. I did not receive anything from this. This was, Claus told me this was, they had spent \$50,000 to set this up and every time he went to London, there was an additional expense. So there was very little money left over.

Male Judge
per Interpreter: Who paid to get this company started?

Mr. Basu: Sadin? Um I think the money was from the very first contract that uh, that was received. They was this O-Group contract for \$210,000. I think that money was used for setting this thing up.

Male Judge
per Interpreter: You have written David Riper here?

Mr. Basu: Yes.

Male Judge
per Interpreter: Did he have a company?

Mr. Basu: Yes.

Male Judge
per Interpreter: What was the name of it?

Mr. Basu: He had two companies, Digidata, and Knowledge Engineering.

Male Judge
per Interpreter: Which company did he used to send money to Sadin?

Mr. Basu: He was going to use both of the companies depending on the project. I think he was using Digidata for the Lenny project, but for Knowledge Engineering for his other projects, but uh, yea.

Female Judge
per Interpreter: The 19th of June in 1998, you get an e mail from Claus Fjellner, and as an attachment to this mail, and if you could explain what you are seeing. I understand this is what took place during the period from October 30, 97

Mr. Basu: Yes.

Female Judge

per Interpreter: until the first of May 98. Could you explain to us what you are seeing?

Mr. Basu Yea this is, the first column is expenses, and this is how it was broken down, um, the column E is what was expended, and D was what was paid to the four people.

Female Judge
per Interpreter: That is Four Tops?

Mr. Basu: Yes

Female Judge
per Interpreter: What did you get out of that because you were part of four tops weren't you?

Mr. Basu: I don't recall.

Male Judge: Yes you do.

Male Judge
per Interpreter: You are one of the men with the Four Tops.

Mr. Basu: Yes, Yes, Yes.

Male Judge
per Interpreter: You must remember approximately how much money you received?

Mr. Basu: Sir, I have received, everything is laid down in my bank account in what I've received, and I do not recall exactly when and how much for what was paid. My goal was to make this into a huge company. Even though I was involved in setting up all these schemes of bribery, I did not indulge in them. Involved in receiving any...Now, Claus, No, I think I'll be elaborating a bit.

Female Judge
per Interpreter: You can look at the Column D, the explanation there is what Claus has done. Could you explain that?

Mr. Basu: Yes this is the money that he gave us to give Gautam.

Female Judge
per Interpreter: Uh, this is up to May 98, and you were talking about that this took place in June and July.

Mr. Basu: Oh, then I don't know, then I don't know what this is.

Female Judge
per Interpreter:

Have you discussed this with Claus Fjellner?

Mr. Basu:

This chart? (Whisper) I don't know, I don't know. This is all Swedish...yes, yes, yes, yes (Whisper) I don't know).

Female Judge
per Interpreter:

Did this occur often, that Fjellner sent you this type of accounting?

Mr. Basu:

It has occurred at least five or six times.

Female Judge
per Interpreter:

What kind of company is this? Is this a company or do we see something else? This chart? Is this a company?

Mr. Basu:

I'm sorry I still don't understand that question.

Female Judge
per Interpreter:

If you look at the chart, are you seeing a company there? Is this an accounting or a company, or is this an accounting for something else?

Mr. Basu:

I cannot answer that question. No but this is an extract from the company. May I try and answer that? I don't know whether..... it's an extract from the company accounts. But

Female Judge
per Interpreter:

Which company?

Mr. Basu:

Uh, Sadin, uh, yea, and it refers to income and expenditure of the period.

Female Judge
per Interpreter:

In column C, you also have an explanation to what type of income that coming into the company.

Mr. Basu:

That's right, yea, it's all from David Riper's company, and \$50,000 from O-Group.

Female Judge
per Interpreter:

What is that then?

Mr. Basu:

Um, this is the money that I think is from the first contract that I mentioned. The 210,000 contract, and this is the money that was used to set up this company.

Female Judge
per Interpreter: The first two payments for the \$210,000 contract, you say \$58,000 of those went to David Riper, and \$30,000.... from the first payment of the \$210,000 contract, of those \$28,000 went to David Riper.

Mr. Basu: \$28,000 or \$58,000?

Female Judge
per Interpreter: \$28,000.

Mr. Basu: OK.

Female Judge
per Interpreter: From the second payment, there were \$30,000 US Dollars deposited in Jonas (inaudible) account?

Mr. Basu: um hm.

Female Judge
per Interpreter: Do you have any idea why?

Mr. Basu: Ah, some of the money came to me.

Female Judge
per Interpreter: And what did you do with the money.

Mr. Basu: It was, monies that, a lot of the monies Jonas owed, this was in um, let me clarify this. Are you talking about the payments in June of 97?

Female Judge
per Interpreter: Yes, for the Ethiopia contract.

Mr. Basu: Well if you're talking about the, June, April-June payments, uh, I received a down payment from Claus Fjellner for working for them. There was some money that Jonas owed me, uh, from, uh 96 that I had given him after his father passed away and his wife contracted cancer. And then there was a repayment of \$7500 which I gave to Jonas uh, 2 1/2, 2-3 months before that. The total amount paid to me was something like \$25 or \$26,000. The money paid to Jonas was um, was commission for getting the contract to Claus.

Female Judge
per Interpreter: That was a separate payment to you.

Mr. Basu: Then I don't know, then I don't know.

Female Judge
per Interpreter: Jonas said himself that this \$30,000 was for David and Gautam

Mr. Basu: It is very possible, because I know um, Jonas paid money to Gautam, I cannot tell you when and where, but....

Female Judge
per Interpreter: Can you tell me how much ah, this was total, in total, how much we are talking about?

Mr. Basu: I would be guessing if I did, but it would be more than \$30, or \$40,000.

Male Judge
per Interpreter: I have some more questions about the company Sadin.

Mr. Basu: um, hm

Male Judge
per Interpreter: You said that some of the money would go to Lenny.

Mr. Basu: I think all of the money, what was left behind should go to Lenny, or (inaudible) for Lenny, yea.

Male Judge
per Interpreter: Who is Lenny?

Mr. Basu: Lenny is a Kenyan National Managing Director of Geomaps.

Male Judge
per Interpreter: Does he have another job, or another title to?

Mr. Basu: I hope you are not mistaken Livingston for Lenny...Ok Lenny Kivuti, I just thought he was the managing director for Geomaps.

Male Judge
per Interpreter: Could you tell me about Livingston, who he is?

Mr. Basu: Livingston, was the Director, of, or Manager of PIU of uh, KUTIP (Kenya Urban Transport Project).

Male Judge

per Interpreter: Does he have any position in the government.

Mr. Basu: I think he was the Personal Secretary as well, or assistant to the Personal Secretary.

Male Judge
per Interpreter: And has he gotten any money sent to him from Sadin?

Mr. Basu: Gautam definitely wanted him to get some money.

Male Judge
per Interpreter: Why?

Mr. Basu: For, I suppose issuing contracts.

Male Judge
per Interpreter: Do you know this, or?

Mr. Basu: Gautam was the one who informed about Livingston, and that he (inaudible).

Male Judge
per Interpreter: Tell me when he told you about him, and what he informed you about him.

Mr. Basu: I think there were many occasions when he informed me, uh, the one time that definitely comes to mind was after ah, he ah, after the contract, not the contract, but he informed me that the Kenya contract was approved. That part of it will go to Livingston Ngare, and then part of this money transferred to this account would be transferred to Livingston Ngare.

Male Judge
per Interpreter: Who is Ngare.

Mr. Basu: Livingston.

Male Judge: It's the same person, Livingston Ngare, OK.

Male Judge
per Interpreter: Why did Sengupta tell you about this?

Mr. Basu: Because he told me everything, well everything regarding this transfer of money invoices.

Male Judge
per Interpreter:

Have you taken any active part in sending money to Livingston?

Mr. Basu:

That is what I cannot remember at all. It's this whole Kenya thing. I do not recall any transfers to him.

Male Judge
per Interpreter:

Sengupta told us that you were helpful in this. Can this be correct?

Mr. Basu:

I, no I don't think this would be correct, I don't remember to be very honest, I mean this is one that I cannot believe this has happened.

Male Judge
per Interpreter:

May I ask you, all the contacts that you had with Pelden regarding money, didn't they go through you during a long time?

Mr. Basu:

In the beginning yes.

Male Judge
per Interpreter:

During a long time?

Mr. Basu:

Till uh, the middle of 98 yes.

Male Judge
per Interpreter:

And then you didn't do it any longer?

Mr. Basu:

No.

Male Judge
per Interpreter:

Only if we go back to Sadin, which role did Claus Fjellner have in regard to Sadin?

Mr. Basu:

He was the one who set it up. Ah, he would be responsible to know which monies to transfer, money that was transferred from O-Group, that was his, I mean all the accounting, payments, everything was his, and neither I nor Jonas nor Claus really knew what was going on with the money. He was really responsible for paying out the expenses for running the business, and then he was responsible for uh, you know, if Gautam would say pay this much, he would make the payment. That decision was not his.

Male Judge
per Interpreter:

Gautam Sengupta, did he have control over how much money he would get?

Mr. Basu: Yes.

Male Judge
per Interpreter: In which way did he have control of that?

Mr. Basu: Because none of us had any contact with Lenny, so he was the only contact with Lenny, or with Livingston.

Male Judge
per Interpreter: The money that he would get, have to get give the contract to O-Group or Swedcon.

Mr. Basu: No, that was a very tiny amount. That was 10% that he set up. I mean the total for the three or four contracts that he got could not, was about um, 10% of the total contract value.

Male Judge
per Interpreter: So that was an agreement that 10% of each contract, that was kept.

Mr. Basu: Yes, um hm.

Male Judge
per Interpreter: Could Fjellner use the money from Sadin, or borrow money from that, or move the money from there?

Mr. Basu: Yes.

Male Judge
per Interpreter: Did he have to contact Gautam in order to do this?

Mr. Basu: I don't see any reason why.

Male Judge
per Interpreter: I will show you an e mail from 1999, the 14th of October in 1999. And the original message came from, was from the 12th of October. The 12th is between Fjellner to Gyllensvaan, and copied to Eje Carlson, the subject was Gautam. Hi Jonas, is Raja informed that Swedcon has borrowed \$40,000 US Dollars from Sadin, Gautam's money? Here, you are still an intermediary in October of 99. Why would you have to be informed?

Mr. Basu: I don't know...October of 99?

Male Judge

per Interpreter: Afterwards there is an accounting, since we have laid out money for (inaudible) to Kumar, \$5,000 US Dollars in Holland, Jabium, (?) \$18,000 US Dollars SCC Sri Lanka \$25,000 to Anshou and Once, (?) do we wait on repaying this until Kumar pays? This is a letter from Fjellner to Gyllensvaan regarding your data information, your information.

Mr. Basu: I have not received any money or any emails from Claus in a long time.

Male Judge
per Interpreter: Jonas, that was a question to you.

Mr. Basu: This could be for, the only contract they had at this time was the post, the \$80,000, \$60,000 contract they had from Kumar, that was the only thing that was left, I don't know why they are talking about Swedcon.

Male Judge
per Interpreter: Why would you have to be informed about this?

Mr. Basu: I don't know, I mean I used to make all the decisions about running the business, but you know moving one account to the other was certainly not something I did.

Male Judge
per Interpreter: I will read the last part of this mail. Further I cannot find any reason that Swedcon, LCC would remain, so I suggest that this company, it would be de-registered as soon as possible. We'll hear from each other Claus. Two days later Gyllensvaan is responding to Fjellner, Claus, I have told Raja, that we have borrowed some money from Gautam, so he should be aware of this...that is to say if he hasn't forgotten. Why would you be informed about money that's being transferred.

Mr. Basu: I don't know. I mean.

Male Judge
per Interpreter: You are in the middle still.

Mr. Basu: I am not in the middle anymore, I, I, really.

Male Judge
per Interpreter: Yet this is very strange that they are informing you with this. (Inaudible)

Mr. Basu: It is very strange indeed because there was a real break, and in fact I will

prove to you, I canceled uh, contracts, I, to be honest, I don't know.

Male Judge
per Interpreter:

Do you remember that they borrowed money from Sadin?

Mr. Basu:

I don't even know why they have to, they own all the companies.

Male Judge
per Interpreter:

But the little money in Sadin, wasn't their money?

Mr. Basu:

Yes, yes, uh, but Claus controlled all of this, he transferred O-Group money and he took out money, and...

Male Judge
per Interpreter:

Did you tell this to Gautam that they had borrowed money?

Mr. Basu:

No, I don't think so, no, I mean, I think I didn't.

Male Judge
per Interpreter:

Was this money paid back?

Mr. Basu:

Sir, I don't, uh, this is the first time I'm hearing all this, really because ah,

Male Judge:

Second time perhaps.

Mr. Basu:

Maybe second time, sir, I didn't think, I, because I was not involved with Mr. Fjellner for a very, very long time. I have not worked with him, I have not received any money from him, and I was working with uh, Jonas Gyllensvaan, so this Swedcon thing or not....

Male Judge
per Interpreter:

You haven't heard about any loan of money?

Mr. Basu:

It wasn't relevant for me, I don't remember, it wasn't, I mean I didn't care whether Swedcon, was alive or dead. Sir, I cannot recall this, I'm sorry.

Female Judge
per Interpreter:

I was going to show you an invoice that's in the accounting at Swedcon. I would like you to look at it and explain to me what it is about. It has to do with a company called (inaudible) something.

Mr. Basu:

This is my father. He went to Sri Lanka to work on um, to work on uh, to work on the Cost Accounting project, and that's his invoice. He was in Sri

Lanka this 18 days.

Female Judge
per Interpreter: And how did he get payment?

Mr. Basu: Through Anshou Sengupta.

Female Judge
per Interpreter: And what is the payment for?

Mr. Basu: Um, professional services, but I think this is mostly for hotel. It's a hundred and...I don't know who paid for hotel.

Female Judge
per Interpreter: But it had to do with your father?

Mr. Basu: Yes.

Male Judge
per Interpreter: I want to show you a mail from, an original message from Raja Basu to Claus Fjellner, with a copy to Jonas, in 99 the 8th of November. And Fjellner has filled in answers to questions in the original mail. This is in Swedish, and I will ask the interpreter to read this to you and we'll cut off the tape...

Male Judge
per Interpreter: On page 2 they talk about money that has been handed out, and it says not just him, but also Polditrich, (?) and Jimmy Lube, (?) plus the fact that Jonas, has until now received about \$130,000 US Dollars, more than what Eje, and I have received. But about the same amount that you have received. And that refers to you.

Mr. Basu: Is this being written from Claus to me or me to Claus?

Male Judge
per Interpreter: The first part of the message was written for you to him and the second part he has responded. He has written in answers to your statements.

Mr. Basu: Um, hm.

Male Judge
per Interpreter: He writes that \$130 US Dollars more than Eje and I have received, but

approximately the same amount that you have received.

Mr. Basu: That's a lie.

Male Judge
per Interpreter: That's not true at all?

Mr. Basu: No, I received much less, I've never received \$130,000. No.

Male Judge
per Interpreter: How much have you and your father received altogether?

Mr. Basu: Maybe \$50, 60, \$70,000 Dollars maximum \$70,000, I cannot see more than \$70,000.

Male Judge
per Interpreter: How much of this has been for work performed? When you worked outside of the bank?

Mr. Basu: \$20,000, for three months.

Male Judge
per Interpreter: And how much of the \$70,000 has your father worked for?

Mr. Basu: Between \$15, and \$20,000.

Male Judge
per Interpreter: And the rest of the money you had received while you were working at the bank?

Mr. Basu: Yes

Male Judge
per Interpreter: I have another question for you. I have a question about Mr. Fjellner's actions, when you are supposed to pay bribes for different contracts and so on, which role does Eje Carlson have?

Mr. Basu: Not much.

Male Judge
per Interpreter: He is a member of Four Tops?

Mr. Basu: Yes.

Male Judge
per Interpreter: And the first contact was started between Jonas and Eje.

Mr. Basu: Yes.

Male Judge
per Interpreter: Would you tell me about Carlson's role in regards to bribes?

Mr. Basu: Um, Eje Carlson would, knew about everything, uh, but he left all the responsibility to Claus, uh, I don't think any of us spoke to him directly.

Male Judge
per Interpreter: I suppose it was Jonas speaking to him in that case?

Mr. Basu: Yes.

Male Judge
per Interpreter: But the contact that you have goes the whole time to Mr. Fjellner?

Mr. Basu: My contact with him yes.

Male Judge
per Interpreter: When you send mail to Fjellner you also send a copy to Eje?

Mr. Basu: Yes.

Male Judge
per Interpreter: Did you always do this, were you always doing this?

Mr. Basu: It was a habit I suppose, I mean, there was no special reason I did that. Um, I don't think I ever trusted Claus Fjellner.

Male Judge
per Interpreter: Do you trust Eje Carlson?

Mr. Basu: Yes. I respected, um, I don't know what the right word is but he was a better human being than Claus Fjellner.

Male Judge
per Interpreter: If you get the piece of paper here, would you be able to, would you be able to draw Four Tops, a circle for each one, and write the names? In your

opinion, which role do these people have in paying bribes? Who has been the, taken initiative, and who has been the main force? Please talk at the same time as you are drawing.

Mr. Basu: Eje Carlson did not play any role in paying bribes.

Male Judge
per Interpreter: He only owned the Swedish companies.

Mr. Basu: Yes.

Male Judge
per Interpreter: But he knew that this was going on the whole time?

Mr. Basu: Yes.

Male Judge
per Interpreter: And he took part of the profit from the contracts?

Mr. Basu: Um, bribes were initiated by Gautam Sengupta, so it would be this way, we had equal responsibility.

Male Judge
per Interpreter: Would you tell me when you're drawing it, who you are (inaudible)?

Mr. Basu: This is Claus Fjellner and myself.

Male Judge
per Interpreter: Your responsibility is equal, did you mean you had the same responsibility?

Mr. Basu: For the bribes, yes. To the lesser degree Jonas Gyllensvaan. With Kumar Ranganathan it was mostly Jonas and Claus Fjellner.

Male Judge
per Interpreter: You said in the beginning of the hearing that you were in the middle.

Mr. Basu: Yes.

Male Judge
per Interpreter: Would this arrangement be able to work if you were not present?

Mr. Basu: Yes, Can I explain?

Male Judge
per Interpreter:

Yes

Mr. Basu:

It would be done through Jonas, the bribery arrangement, the setup of Sadin, everything would have been just as it was. The only thing that wouldn't work was any of the contracts with any of the other task managers because Claus Fjellner did not have the ability to deliver the projects without me.

Male Judge
per Interpreter:

But you were also the contact to Kumar, or Gautam Sengupta?

Mr. Basu

Not for Gautam Sengupta, Gautam Sengupta was Jonas Gyllensvaan's and David Riper's initial contact.

Male Judge
per Interpreter:

But for Kumar your were the entrance, the ticket?

Mr. Basu:

For Kumar, (inaudible name), and Nelli Pious (?).

Male Judge
per Interpreter:

(inaudible) no bribes, for the other Task Manager, no bribes were paid?

Mr. Basu:

No.

Male Judge:

Peter Clark have you any questions?

Male Judge
per Interpreter:

Then I will finish with the hearing, and the hearing is over at eighteen zero.



Rbasu@worldbank.org on 99-01-22 18:39:45

To: claes.fjellner@swedcon.a.se
cc: (bcc: Claes Fjellner/Dactus)
Subject: Lenny

Commercial bank of Africa
P.O. Box 30437 Nairobi, Kenya

Account Name: GEOMAPS
Account number: 153033005

SWIFT Code CBA FRE NX

SaDin International Operations Ltd.
P.O Box 1269
141 26 Huddinge
Sweden

Date 1999-01-25

Barclays Bank PLC
Hammersmith Group
P.O Box #738
London W6 9IIY
U.K

Moneytransferorder #7-99-01-25

Dear Mr. Watkins,

Test key :

Money transfer order

From our US Dollar account # 797 25 644 / Sadin International Operations Ltd

Amount: 50,000 usd

To: GEOMAPS

50,000 usd / SW-98-324

50,000 Us.dollar only

Bank: Commercial bank of Africa
P.O Box 30 437
Nairobi
Kenya
Swiftcode: CBA FKE NX
Account#: 153033005 / GEOMAPS

Regards,

Mr Claes Fjellner
Director



BARCLAYS

BARCLAYS BANK PLC - HAMMERSMITH GROUP OF BRANCHES
 PO BOX 738
 75 KING STREET
 HAMMERSMITH
 LONDON W6 9HY
 TELEPHONE 0181740621

FUNDS TRANSFER - DEBIT ADVICE

7

0246	Any	Ver		
SADIN INT OPS LTD	Konto	K-ställe	Debet	Kredit
PO BOX 1269				
141 26 HJEDDINGE				
SWEDEN				
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203019

DATE: 27/01/99

SWIFT ISN: BARCGB22 178472

OUR REF: 600295

002793

YOUR REF: 203590/6728

WE HAVE ARRANGED TO DEBIT YOUR ACCOUNT ON 27/01/99 AS FOLLOWS :-

YOUR ACCOUNT: 20359079725644

DEBIT AMOUNT	50,000.00	USD
PAYMENT AMOUNT	50,000.00	USD

EXCHANGE RATE	
VALUE DATE	29/01/99

FROM: SADIN INT OPERATIONS	TO: COMMERCIAL BANK OF AFRICA PO BOX 30 437 NAIROBI KENYA
----------------------------	--

IN FAVOUR OF:
 GEOMAPS
 A/C 153033005

PAYMENT DETAILS

DETAILS OF CHARGES PAID BY DEBIT PARTY	AMOUNT	CURRENCY	RATE	CHARGES ACCOUNT EQUIVALENT
OUR COMMISSION	20.00	GBP	1.6734	33.47
OVERSEAS DELIVERY	2.00	GBP	1.6734	3.35
COVER BANK	3.00	GBP	1.6734	5.02
TOTAL DEBITED FROM YOUR CHARGES ACCOUNT		USD	20359079725644	41.84

DETAILS OF CHARGES PAID BY CREDIT PARTY	AMOUNT	CURRENCY	RATE	

THIS ADVICE IS COMPUTER GENERATED REQUIRING NO SIGNATURE

I

ACCOUNT STATEMENT



COMMERCIAL BANK OF AFRICA LIMITED

GEOMAPS
 P.O. BOX 61071
 NAIROBI, KENYA
 BRANCH : NAIROBI, KENYA

A/C No 153033 005
 Currency UNITED STATES DOLLAR
 Title GEOMAPS
 Period 01.JAN 1999 TO 29.OCT 1999
 Date 29.OCT 1999
 A/C Type CURRENT

COMMERCIAL BANK BUILDING, STANDARD/WABERA STREETS
 P.O. BOX 30437, NAIROBI, KENYA, EAST AFRICA
 TELEPHONE +254-2-228881, 340201/2/3
 CABLE ADDRESS "COMAFBANK"
 22236, 23115
 TELEX 22236 23115
 FAX 254-2-335827, 340157
 SWIFT BIC CBAFKENX
 WEBSITE ADDRESS http://www.cba.co.ke
 Statement No : Adhoc
 Page No : 1

DATE	TRANSACTION DETAILS	REFERENCE	VALUE DATE	DEBIT	CREDIT	BALANCE
01.01.1999	BALANCE BROUGHT FORWARD CREDIT		USD			***7,091.65
01.01.1999	INCOMING WIRE TRANSF	3990290033	29.01.1999		50,000.00	
	W/TAX ON CREDIT INT. FOR LEDGER FEES	153033005	01.02.1999	3.04		
	CREDIT INTEREST FOR C/A BALANCE CREDIT	153033005	01.02.1999	4.85		
			01.02.1999		20.27	
02.02.1999	INTERNAL FUNDS TRANSFER	399030215	02.02.1999	50,000.00		***57,104.03
	BALANCE CREDIT		USD			***7,104.03
26.02.1999	LEDGER FEES	153033005	01.03.1999	4.71		
25.03.1999	INCOMING WIRE TRANSF	3990840185	25.03.1999		250,000.00	***7,099.32
29.03.1999	BALANCE CREDIT		USD			***257,099.32
	INTERNAL FUNDS TRANSFER GEOMAPS		29.03.1999	250,000.00		
	BALANCE CREDIT		USD			***7,099.32
31.03.1999	LEDGER FEES	153033005	01.04.1999	4.62		
	W/TAX ON CREDIT INT. FOR CREDIT INTEREST FOR C/A BALANCE CREDIT	153033005	01.04.1999	10.03		
			01.04.1999		66.85	
	BALANCE CREDIT		USD			***7,151.52
30.04.1999	LEDGER FEES	153033005	01.05.1999	4.43		
	BALANCE CREDIT		USD			***7,147.09
31.05.1999	LEDGER FEES	153033005	01.06.1999	4.20		
	BALANCE CREDIT		USD			***7,142.89
30.06.1999	LEDGER FEES	153033005	01.07.1999	4.12		
	BALANCE CREDIT		USD			***7,138.77
30.07.1999	LEDGER FEES	153033005	01.08.1999	6.75		

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ACCOUNT STATEMENT



COMMERCIAL BANK OF AFRICA LIMITED

GEOMAPS
 P.O. BOX 61071
 NAIROBI, KENYA
 Branch : NAIROBI, KENYA

A/C No 153033 005
 Currency UNITED STATES DOLLAR
 Title GEOMAPS
 Period 01.JAN 1999 TO 29.OCT 1999
 Date 29.OCT 1999
 A/C Type CURRENT

COMMERCIAL BANK BUILDING, STANDARD/WABERA STREETS
 P.O. BOX 30437, NAIROBI, KENYA, EAST AFRICA
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 WEBSITE ADDRESS http://www.cba.co.ke
 Statement No : Adhoc
 Page No : 2

DATE	TRANSACTION DETAILS	REFERENCE	VALUE DATE	DEBIT	CREDIT	BALANCE
11.08.1999	BALANCE CREDIT		USD			***7,132.02
11.08.1999	INCOMING WIRE TRANSF	3992240165	12.08.1999		49,995.13	
	BALANCE CREDIT		USD			***57,127.15
19.08.1999	INTERNAL FUNDS TRANSFER	3992310179	19.08.1999	77,000.00		***10,127.15
	BALANCE CREDIT		USD			***10,127.15
31.08.1999	W/TAX ON CREDIT INT. FOR LEDGER FEES	153033005	01.09.1999	5.08		
	CREDIT INTEREST FOR C/A BALANCE CREDIT	153033005	01.09.1999	6.64		
			01.09.1999		33.89	
	BALANCE CREDIT		USD			***10,149.32
30.09.1999	W/TAX ON CREDIT INT. FOR LEDGER FEES	153033005	01.10.1999	2.54		
	CREDIT INTEREST FOR C/A BALANCE CREDIT	153033005	01.10.1999	6.49		
			01.10.1999		16.92	
	BALANCE CREDIT		USD			***10,157.21
29.10.1999	W/TAX ON CREDIT INT. FOR LEDGER FEES	153033005	01.11.1999	2.62		
	CREDIT INTEREST FOR C/A BALANCE CREDIT	153033005	01.11.1999	6.65		
			01.11.1999		17.49	
	BALANCE CREDIT		USD			***10,165.43
	W/TAX ON CREDIT INT. FOR LEDGER FEES	153033005	01.01.2000	2.63		
	CREDIT INTEREST FOR C/A BALANCE CREDIT	153033005	01.01.2000	6.81		
			01.01.2000		17.52	
	BALANCE CREDIT		USD			***10,173.51
	AVAILABLE BALANCE					***10,173.51
	20 Debits	347,086.21				
	9 Credits	350,168.07				

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