

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

6. 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

7. It was a purpose of the conspiracy for Defendant, RAMENDRA BASU,
- (a) to facilitate bribes from World Bank consultants to the 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 the Task Manager would and did meet with the Swedish Consultant. During the meeting, and 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 contracts in the amounts of \$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 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 and Defendant approved funding for 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 the urban transport 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, DC to 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, DC to the Swedish Consultant in Sweden to facilitate a meeting 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 the Swedish Consultant in 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,

RAMENDRA 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.

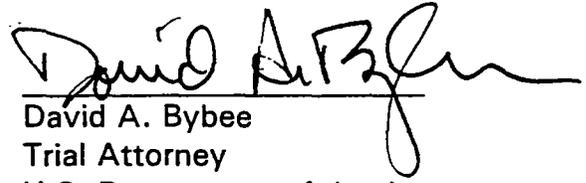
All in violation of Title 15 United States Code, Section 78dd-3.

Roscoe C. Howard, Jr.
United States Attorney

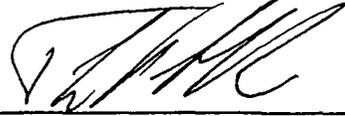
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