

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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UNITED STATES OF AMERICA : CRIMINAL NO.: N. MAR... TON
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v. : VIOLATION: U.S. DISTRICT COURT
: : DISTRICT OF COLUMBIA
GAUTAM SENGUPTA : 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), GAUTAM SENGUPTA 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 from 1993 to 2000 as a Task Manager. Task Managers are responsible for individual development projects and as one of their duties ensure that proper feasibility studies are completed for each proposed project.

3. 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. The costs of retaining such consultants are funded through trust funds established by individual donor countries. The trust funds are administered by employees of The World Bank's Consultant Trust Fund Office. 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 February 1997, in the District of Columbia, the defendant met with a World Bank Trust Fund Manager and a prospective consultant whose principal office was located in Stockholm, Sweden (hereinafter "Swedish Consultant"). During the meeting, the Trust Fund Manager suggested that all parties, including the defendant, could benefit by awarding contracts to the Swedish Consultant. The defendant understood this to mean that he would be paid for delivering contracts to the Swedish Consultant. Sometime during the summer of 1997, after the meeting mentioned above, the Trust Fund Manager informed the defendant that he would be paid by the Swedish Consultant, but no specific sum of money was discussed.

6. Thereafter, the defendant caused three contracts to be awarded to the Swedish consultant. In December 1997, the defendant caused two contracts for \$40,000 and \$35,000, respectively to be awarded to the Swedish Consultant for

a building project in Ethiopia. In January 1998, the defendant caused the Swedish Consultant to be hired to undertake an assignment related to an urban transport project in Kenya for which The World Bank paid the consultant \$99,800.00.

7. In the Spring of 1998, defendant was approached by the Trust Fund Manager who requested that the Swedish consultant be awarded a contract to perform work for the Kenyan PIU. Although the defendant had no authority to hire the Swedish Consultant on behalf of the Kenyan PIU, the defendant agreed to assist the Swedish consultant in obtaining a contract. Accordingly, the defendant introduced an associate of the Swedish Consultant to a Kenyan company known as Geomaps. Geomaps and the Swedish Consultant's associate formed an alliance known as Geomaps/Digidata and bid on the project. The Geomaps/Digidata bid was selected by the PIU, and the defendant, on behalf of The World Bank, did not object.

8. In January 1999, the defendant received a telephone call from a Kenyan government official working in the PIU on the urban transport project. The official requested \$50,000 as a down payment for a home purchase. The defendant agreed to pass this request to the associate of the Swedish Consultant and the Task Fund Manager. Shortly thereafter, \$50,000 was wire-transferred from an account controlled by the Swedish Consultant to an account in Kenya for the benefit of the Kenyan PIU official.

9. Between April and October, 1998, the defendant, on five separate occasions, traveled from Washington, in the District of Columbia, to London, in the United Kingdom, where he received payments from the Swedish Consultant totaling

\$127,000.

10. 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 defendant. The defendant and Swedish Consultant communicated about the terms of this scheme by electronic mail. For example, in or about December 1998, the defendant sent an electronic mail message from The World Bank building in the District of Columbia to the Swedish Consultant in Stockholm, Sweden, detailing the amounts of money the defendant had received to date pursuant to the scheme.

11. The defendant also admits that sometime in January 1999, in the District of Columbia, he received a request for money from a foreign government official in the Kenyan PIU for a \$50,000 payment. Sengupta agreed with the foreign official that he would relay the request, and he did so with knowledge that the payment was to corruptly influence an act or decision of the foreign official in his official capacity. The defendant also agrees that in furtherance of the corrupt payment to a foreign government official, he passed the official's request to his co-conspirators by making a phone call from Washington, D.C., to Virginia.

Respectfully Submitted,

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United States Attorney

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