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investigations_hotline@worldbank.org
+1.800.831.0463 (inside the US)
+1.704.556.7046 (outside the US)

For more information about this report or INT, please contact:

Dina Elnaggar
Senior Communications Officer
+1.202.473.3245
delnaggar@worldbank.org
BACKGROUND

Between October and November 2005, the World Bank Group’s (Bank’s) Integrity Vice Presidency (INT) received numerous allegations of contract steering, solicitation of kickbacks, and mismanagement of funds related to Bank-financed projects in the Democratic Republic of Congo (DRC). These allegations came from multiple sources and involved two Bank-financed projects implemented by the Bureau Central de Coordination (Central Coordination Office, or BCeCo), a procurement and project implementation agency in the DRC that has been involved in several Bank projects. INT also received allegations regarding one Development Policy Loan.

The allegations and the impacted projects were as follows:

1. **BCeCo awarded contracts for the rehabilitation of certain Congolese national highways while allegedly disregarding serious indications that the winning bidders either did not qualify for the works or had submitted fraudulent information.** The rehabilitation of these highways was financed under the Project d’Urgence de Soutien au Processus de Réunification Economique et Social (Emergency Economic and Social Reunification Project, or PUSPRES), an economic and social reunification project implemented in the DRC. PUSPRES is financed by a US$50 million International Development Association (IDA) Credit (No. 3824) and a US$64 million IDA Grant (No. H064). The project became effective on December 5, 2003, and is scheduled to close on September 30, 2010. PUSPRES is implemented by Unité de Coordination du Projet (Project Coordination Unit, or UCOP), which has retained BCeCo to act as its procurement agent.

2. **Complainants stated that BCeCo staff engaged in corrupt practices.** Complainants claimed that BCeCo staff charged project contractors kickbacks amounting to between 20% and 30% of contract value in exchange for awarding contracts or issuing contract payments in the Agricultural, Social Services, and Community Development component of the Programme Multisectoriel d’Urgence de Réhabilitation et de Reconstruction (Emergency Multisector Rehabilitation and Reconstruction Project, or PMURR). The PMURR is a multisector poverty reduction project implemented in the DRC that is financed by a US$410 million IDA Credit (No. 3703) and a US$44 million IDA Grant (No. H010). The project became effective on November 8, 2002, and was scheduled to close on June 30, 2007. On January 27, 2006, the DRC and the Bank agreed on an amendment to the original IDA credit (IDA 3703), that increased its value by US$125 million through Grant No. H193 and rescheduled its closing date to December 31, 2008.

3. **Complainants alleged that BCeCo had institutional control weaknesses and yielded to domestic political interference in its decision-making procedures.**

4. **Complainants claimed that BCeCo’s management of human resources was arbitrary.** BCeCo’s management allegedly targeted for reprisal lower-level BCeCo staff members who were tasked with monitoring responsibilities.
FINDINGS

In the course of its administrative inquiry (the investigation), INT conducted a mission to the DRC and reviewed relevant documentation maintained by the Bank and BCeCo. INT also interviewed multiple relevant witnesses, including winning and losing bidders, complainants who alleged that they were solicited for kickbacks, external auditors retained by BCeCo, current and former BCeCo officials, and Bank staff. INT’s investigation found:

a) Evidence indicating that, under PUSPRES, BCeCo awarded contracts to unqualified bidders and failed to disclose to the Bank additional information regarding one bid winner’s ineligibility.

b) Evidence indicating that a BCeCo official solicited kickbacks from contractors in projects under his administration. Moreover, BCeCo’s management was alerted to the solicitation but took no significant action regarding the matter.

c) A series of factors, such as BCeCo’s failure to follow proper fiduciary procedures and instances of nepotism and non-merit-based human resource management within BCeCo, indicate institutional control weaknesses that raise significant questions regarding BCeCo’s resource management capabilities.

1. Evidence indicated that BCeCo awarded contracts to unqualified bidders under PUSPRES. BCeCo subsequently reviewed these contract awards and terminated the contracts, but it failed to inform the Bank of one of the winning bidders’ ineligibility.

BCeCo conducted a tender for contracts to rehabilitate certain national highways. INT found evidence indicating that the bid submissions of two companies, A and B, manifestly failed to meet the minimum prequalification criteria required by the bidding documents. Notwithstanding their lack of qualifications, BCeCo prequalified each of these companies and awarded each a contract. Company A’s bid failed to provide the minimum supporting documentation required, and Company B’s bid stated an insufficient minimum average annual revenue for the last 5 years. Evidence indicated that BCeCo conducted an inquiry only after a senior BCeCo staff member insisted on inquiring into Company A’s and Company B’s eligibility. This inquiry found that Company A should not have been qualified for the contract award, and BCeCo proceeded to terminate Company A’s contract—all of which was communicated to the Bank. However, the inquiry also found that Company B failed to meet the qualification criteria, a fact that BCeCo’s management did not disclose to the Bank. The Region, alerted by a BCeCo staff member’s complaint, reviewed the allegations but did not possess the supporting documentation and thus did not detect the flawed information regarding Company B’s qualifications submitted by BCeCo’s Evaluation Committee. Evidence corroborating these findings came from document review and the consistent testimony of current and former BCeCo officials.
2. Evidence indicated that a BCeCo official requested kickbacks from contractors in projects under his control.

While preparing and executing its mission to the DRC, INT received several allegations regarding the illicit solicitation of payments by BCeCo officials. INT investigated four of the most serious allegations and found evidence substantiating one of the allegations. Specifically, INT found evidence indicating that a BCeCo official responsible for implementing projects in the education sector repeatedly solicited kickbacks from a contractor retained to design and supervise school rehabilitation works. INT also found evidence indicating that a group of contractors based in Lubumbashi had approached BCeCo’s General Director during a field trip and complained to him about the official’s continued solicitations. Based on this incident, BCeCo’s General Director opened a disciplinary process against that official. However, BCeCo’s General Director stated to INT that he never attempted to formally interview the complainants and thus no substantial steps were taken to substantiate or reject the allegation and no disciplinary action was taken. Several BCeCo employees who were aware of these incidents believed that the allegations involving this official had not been properly investigated because he was the son of a prominent politician. The official denied to INT investigators that he had solicited kickbacks from contractors. However, in light of INT’s review of information detailing BCeCo’s disciplinary process, the statements of a contractor who was solicited by this official, and the consistent statements of various BCeCo employees, INT found the official’s defense to be inconsistent with the available evidence.

3. A series of factors suggest institutional control weaknesses that raise significant questions regarding BCeCo’s management capacity.

INT found evidence suggesting that BCeCo’s resource management capacity may be insufficient. Specifically, evidence indicated that: (i) BCeCo repeatedly failed to follow proper fiduciary procedures; (ii) BCeCo did not handle allegations of corruption adequately; and (iii) there were instances of nepotism and arbitrary human resource management by BCeCo. As detailed below, evidence suggested that BCeCo may be unable to guarantee its fiduciary commitments or handle its projects independently:

a) BCeCo’s handling of allegations of corruption appeared inconsistent and inadequate. INT found evidence of three instances in which BCeCo failed to conduct an adequate inquiry into allegations of corruption involving BCeCo staff. These instances involved allegations of kickback solicitation by different individuals and collusion with a service provider to inflate a quote. Evidence suggested that the inadequate handling of allegations of corruption has discouraged BCeCo staff from reporting it and has damaged contractors’ confidence in BCeCo’s commitment to fight and prevent corruption.

b) BCeCo’s human resource management appeared biased, which seemed to reduce internal institutional accountability. INT found evidence of two instances in which a senior BCeCo official influenced BCeCo’s recruitment processes to ensure the hiring of his relatives and friends. Additionally, witnesses advised INT that BCeCo management imposed heavy sanctions against staff for minor infractions and described uneven treatment in performance evaluations. Witnesses stated that staff members in BCeCo’s monitoring departments (including the audit and logistics departments) have been subjected to employment uncertainty in connection with the abuse of fixed term contract renewal or lack thereof.

2 INT focused its investigation on the most serious allegations and did not inquire further into the more minor allegations that it received.
ECONOMIC RECOVERY CREDIT [DEVELOPMENT POLICY LOAN]

1. INT reviewed allegations that came to its attention regarding the rehabilitation of a road in Kinshasa.

INT found indications that Bank funds might be involved in a civil works contract for the rehabilitation of a road in Kinshasa. These indications appeared in the correspondent contract signed between BCeCo and the winning joint venture (JV), the bidding documents issued by BCeCo in the tender for the road rehabilitation contract, and the agreement by which the Congolese Central Bank and the Congolese Ministry of Finance decided to allocate US$42 million from the Economic Recovery Credit (ERC) to finance the Program of Urgent Projects with a Direct and Visible Impact over the Population (PUPDVIP). The ERC (IDA Credit 3660) consisted of a US$450 million Development Policy Loan (DPL) provided to the DRC that became effective on July 3, 2002, and closed on June 30, 2003. Government documents state that in October 2002, the DRC Government allocated US$42 million from the ERC’s first tranche to finance the PUPDVIP, the implementation of which was entrusted to BCeCo. It should be noted that both DPLs themselves and the local currency counterpart funds generated by a DPL are not subject to the Bank’s procurement guidelines or other financial management requirements applicable to investment lending operations. However, since INT conducted due diligence work to review the allegations in question, INT considers that it could be helpful to state its findings regarding this issue.

2. Using the above-mentioned local currency counterpart, BCeCo allegedly awarded a contract for the rehabilitation of the road to an unqualified joint venture.

One of the PUPDVIP projects consisted of the rehabilitation of a series of urban roads located in Kinshasa. The JV that was awarded the civil works contract allegedly failed to complete the works despite having received payments that almost doubled the original contract value.

3. INT received evidence indicating that BCeCo used funds from the PUPDVIP for the rehabilitation of the road and awarded the contract even though the winning joint venture did not meet the contract qualification criteria.

   a) Evidence indicated that BCeCo favored a joint venture in both the bidding process and contract execution. INT found evidence indicating that the joint venture (JV): (i) did not meet the minimum requirements contained in the bidding documents; (ii) submitted an extraordinarily low, economically unfeasible quote; (iii) lacked the apparent capacity to perform the rehabilitation works; and (iv) contained a company that lacked the required previous experience in similar works. Although BCeCo’s Bid Evaluation Committee originally recommended the JV’s disqualification, BCeCo’s Procurement Committee instructed the Bid Evaluation Committee to revise its recommendation based on a series of statements supporting the JV’s eligibility for contract award. A BCeCo official told INT that he had been pressured by another official of a high level government office in connection with this bid. A representative of one JV participant (JV Partner 1) informed INT that a second JV participant (JV Partner 2) was well connected and that JV Partner 2 had initiated the JV by claiming that JV Partner 1 would not be able to win contracts in DRC without cooperating with JV Partner 2. The JV Partner 1 representative further stated that a government official had claimed that JV Partner 2 owed the government official money in exchange for the contract award.

3 Other BCeCo officials indicated to INT that they believed that pressure had been exerted upon the President of BCeCo’s Procurement Committee.
b) **Evidence indicated that BCeCo did not properly supervise the implementation of the contract and extended the contract’s terms despite deficient contract execution.** INT found evidence that BCeCo agreed to make US$1.44 million in various advance payments that were not contemplated in the contract. Evidence further indicated that the original funds allocated to finance the contract were exhausted before the works had been completed; indeed, only a limited percentage of the works had even been undertaken. Nevertheless, BCeCo agreed to an amendment that extended the completion deadline and doubled the contract award amount. This amendment was approved although, based on the poor execution of the contract at that point, BCeCo knew or should have known that: (i) the JV lacked capacity to satisfactorily perform the works; (ii) one company had already left the JV; and (iii) the funds disbursed under the contract did not match the actual works performed. Evidence indicated that government authorities instructed BCeCo to keep the contract with the JV and avoid any termination and/or sanction against the JV. As a result, by October 2005, the works had been halted, over 90% of the extended contract amount had been disbursed, but the level of work advance was only at 43%.

The evidence supporting these findings came from INT’s document review, the consistent testimony of subcontractors and BCeCo officials, and INT’s visit to the works site. INT also found corroborating evidence of JV Partner 2’s claimed ability to win contracts: another high-level DRC government office sole-sourced JV Partner 2 for sanitation works in the construction of a memorial park (these works were never performed), and BCeCo awarded another contract to JV Partner 2 to rehabilitate a hospital (JV Partner 2 did not complete these works satisfactorily).

4. **Additionally, factors came to INT’s attention indicating institutional control weaknesses that could raise significant questions regarding BCeCo’s management capacity.**

BCeCo’s role in the ineffective administration and implementation of the DPL funds further suggested BCeCo’s insufficient management capacity and inability to guarantee its fiduciary commitments or handle its projects independently:

a. **External auditors retained by BCeCo to audit the PUPDVIP’s implementation informed INT that they detected and documented:** (i) expenses lacking documentation to justify their purpose; (ii) instances in which BCeCo’s operational budget was used to pay for bonuses, valued at US$510,000, to various government officials, including officials who were not BCeCo employees; and (iii) instances in which, under instructions from senior government offices, BCeCo made unsupported transfers of funds without following its own proper fiduciary procedures.

b. **Certain payments were allegedly financed under PUSPRES through the DPL program.** These payments allegedly included a US$500,000 disbursal by BCeCo to JV Partner 2 and three other companies under sole-source contracts procured to build the aforementioned memorial park. INT found a lack of supporting documentation concerning the contracts at issue and their related work progress.
ADDENDUM

5. In response to new information received, INT undertook a number of additional investigative steps to re-examine aspects of the Report provided to the DRC.

While INT previously acknowledged in correspondence that BCeCo had taken measures to address some of the areas of concern prior to the issuance of the Report, it became apparent from the results of INT’s new inquiries that finding (a) on page 2 of the Report, regarding BCeCo’s notification to the Bank, is factually incorrect.

6. Specifically, new information received by INT indicated that the Director General of BCeCo did, in the process of awarding the contract, disclose to the Bank information regarding Company B’s failure to meet the qualification criteria, and that Bank project staff, being aware of this information and taking into account the development needs and the importance of the project to the peace building process in the DRC, approved the award of the contract to Company B.

7. However, INT also reaffirmed the evidence indicating that BCeCo prequalified two companies (A and B) that failed to meet prequalification criteria and that neither BCeCo nor the Bank had a complete record of the communications regarding Company B’s ineligibility.

8. In light of this new information, INT amends finding (a) to read:

a) Under PUSPRES, BCeCo awarded contracts to unqualified bidders and both BCeCo and the Bank failed to properly document an exchange of information regarding the ineligibility of one of the bid winners.

GOVERNMENT RESPONSE

The following is a response to this report from the government of the Democratic Republic of Congo.

A. General Comments

The concern of INT that prompted these investigations is fully shared by the Government of the Democratic Republic of Congo, where the socioeconomic situation, as you are aware, is quite bleak, following many years of armed conflict. This situation calls for the optimal use of the resources mobilized to support development projects, both by development partners and by the Congolese State.

For your information, it is precisely this concern that led to the establishment of the Central Coordinating Office [Bureau Central de Coordination BCECO], shortly after the resumption by the World Bank of activities in the Democratic Republic of Congo, with a view to guaranteeing efficient project implementation, following strict and accepted fiduciary rules.

From the time of its establishment to date, the BCECO has managed an overall envelope estimated at roughly US$1.5 billion, provided by different donors, including the World Bank, the African Development Bank, the European Union, and several other bilateral donors.

The projects executed by it have yielded highly encouraging results, despite a few missteps which, you will agree, are inherent in any management process. These missteps call for dispassionate and professional assessment, with a view to building on the gains of such a structure that has facilitated the forging of the partnership between the World Bank and the Democratic Republic of Congo.
Consequently, the investigations conducted by the Bank’s Department of Institutional Integrity, which the Government commends and encourages with respect to all other operations funded by the World Bank, should take place in an objective, dispassionate, and positive context. This is the only approach that can guarantee maximum effectiveness and forward-looking strategies, which are likely to strengthen oversight mechanisms, not only for those operations spearheaded by the BCECO, but also by all other agencies involved with activities funded by the World Bank.

In the specific case of the revised report issued upon completion of the supplementary work conducted by the Department of Institutional Integrity, the Government duly notes the changes made, which reveal a genuine desire to include, in an impartial manner, all the information provided to investigators at the time and to truly shed light on the allegations that prompted the investigations. These changes also reveal the subjective nature of the report, which was influenced by external forces, transforming the mission of the Department of Institutional Integrity into one of sullying reputations rather than engaging in substantive analyses in a bid to shed light on the sensitive areas of fiduciary management.

The most recent organizational audit of the BCECO, conducted by a consulting firm at the request of the World Bank, reveals many strengths in the BCECO’s system of fiduciary management and administrative organization. These findings are at odds with the conclusions appearing in the revised report, which portray the general management of the BCECO in a negative light.

Consequently, it remains the opinion of the Government of the Republic of Congo that in light of the information duly communicated to the investigative mission, all professional procedures in this regard, as set forth by the United Nations system, of which the World Bank is a member, were not observed, as evidenced by the analyses and conclusions of the report. Consequently, it is the Government’s opinion that this revised report contains clearly identified statements aimed primarily at weakening the institution, thereby undermining years of concerted efforts made to build the solid expertise that currently serves as a basis for disseminating good practices in the area of fiduciary management.

The Government is therefore submitting, for your unbiased reading, specific information related to the results of these investigations.

**B. Specific Comments**

The statements on which the investigators based their work allowed them to identify points that lend credence to their suspicions of mismanagement of the PUSPRES [Emergency Economic and Social Reunification Project], the PMURR [Emergency Multisector Rehabilitation and Reconstruction Project], and the overall operations of the BCECO. The report also makes mention of the management of a contract awarded using budget support [Appui Budgétaire] funding.

**B.1. PUSPRES Cases**

Two enterprises are implicated: Companies A and B, with charges of fraud being leveled with respect to the contract award process.

**Company A Case**

Two major factors bear noting.

In the context of the contract award process, two phases are critical: temporary award and final notification.
Between the two phases, other types of checks are carried out, which could lead to the cancellation of the provisional contract award decision. This is in fact what occurred. Indeed, the BCECO, as a result of an internal alert, conducted the necessary investigations to confirm the information provided by Company A. These investigations took place in two cities where the enterprise indicated that it conducted activities. This initiative taken by the management of the BCECO clearly demonstrates the desire for integrity in the management of the contract at issue. Furthermore, all these measures were taken without external pressure or the expectation of possible involvement by the World Bank’s Department of Institutional Integrity. To continue, I agree with you that the alert was provided by the former BCECO staff who, furthermore, was involved in the process.

Here again, it is extremely important to understand that as a BCECO employee at the time of the events, it was clearly his duty, as a member of the contacts commission, to preserve the integrity of the process. Dissociation of oneself from a joint decision and sounding an alarm, even though it led to the correction of problems that tainted the initial decision, point to a plot intentionally hatched to undermine an institution.

Furthermore, I would like to inform you that, based on the information available to the Government, the action taken was aimed at favoring one of the bidders in regard to whom incontrovertible evidence of collusion existed. This information was also communicated to the Department of Institutional Integrity’s mission.

Given that all these measures and the conclusions of investigations conducted by the BCECO were communicated in a timely manner to the Bank, persistent mention of a situation of corruption, which thus calls into question the integrity of the institution, would reflect bias.

**Company B Case**

The backdrop for contracts for certain national highways remains, as you have indicated, the shared desire of the Government and the World Bank to respond to the urgent nature of the work identified for execution. This is all the more so in the post-conflict context of the DRC, where the national territory was split among several factions, making reunification a major political imperative.

Consequently, given the time necessary to carry out a contract award process of this magnitude, the decision was made to award the contract to the enterprise that met several other technical requirements. Once again, this choice was brought to the attention of the Bank, in line with customary rules.

A contextual and in-depth analysis of this process will amply demonstrate that the allegations appearing in the report, in the form of conclusions, do not constitute evidence of wrongdoing, thus making them devoid of any merit.

**B.2. PMURR Case**

The revised report again mentions the case of the official responsible for education sector contracts, against whom complaints were filed by businesspersons from whom he allegedly solicited kickbacks. The report persists in the claim that no action was taken against the employee because he is the relative of an official in the country.

It should be noted that two points contradict the position taken by the Department of Institutional Integrity.
First, the employee implicated was subject to disciplinary action not only because of the accusations made against him, but also for other reasons, with no consideration being given to his family connections. These actions, taken together, resulted in the termination of his contract.

It is a well-known fact that any person against whom charges have been made in a professional context must first be subject to investigative disciplinary proceedings before any decision is made. This approach has the advantage of shielding the institution from proceedings related to abuse of authority, of which the BCECO has been a target in the past.

Second, INT, whose mission is supposed to be objective and impersonal, should, moreover, cite examples of several other cases of employees whose contracts were rescinded because of proven acts of corruption, disciplinary breaches, or various forms of professional misconduct.

I would like to bring to your attention the fact that the BCECO has a code of ethics and good conduct as well as personnel regulations that establish professional safeguards to preserve the exercise of the fiduciary function of the agency.

As a result, no BCECO employee can enjoy privileges as a result of his political connections.

The actions instituted against the employee implicated in the revised report as well as other employees are documented and available at the BCECO. Some of this information was provided to the investigators of the Department of Institutional Integrity.

For this reason, the question being asked by the Government is why this specific issue is not being placed in a broad context, which would facilitate a meaningful assessment of the capacity of the BCECO to sanction proven cases of corruption and fraud.

B.3 General Management of the BCECO

Two major factors were identified in the investigation conducted by the Department of Institutional Integrity to substantiate weaknesses in the general management of the BCECO.

a) The inability of the BCECO to manage, in a consistent and adequate manner, allegations of corruption; and
b) Nepotism in human resource management.

The BCECO took all steps necessary to address the allegations of collusion involving one of its employees with the unit responsible for organizing a training seminar for the employees of local execution agencies. Unfortunately, this information, which was provided to investigators, was not taken into account in the revised report.

Although there was no evidence of this collusion, the employee was suspended for administrative wrongdoing in the handling of the case.

It would have been highly desirable for the Department of Institutional Integrity to refrain from becoming a voice for employees on whom sanctions have been imposed using the disciplinary channels of the BCECO, and who are not independent or impartial observers. The reference to nepotism conveys this impression.
BCECO recruitments follow a comprehensive process that requires approvals outside the BCECO, either from the World Bank or the BCECO Steering Committee. Identification of staff members from the same province by a member of senior management does not represent a clear-cut case that can be cited to demonstrate favoritism.

Furthermore, the claim that the level of sanctions in the disciplinary files of a number of employees is disproportionate to the wrongful acts committed is difficult to explain and reflects an approach that tends to favor disgruntled employees who have been sanctioned by the agency.

Inasmuch as the BCECO does have personnel regulations that stipulate a range of sanctions commensurate with administrative misconduct, no employee can be subject to discriminatory treatment. These processes and procedures are sufficiently well-documented and were made available to the investigators who, unfortunately, only reported the statements of some former employees of the BCECO.

B.4 Budget Support [Appui Budgétaire] Case

The work done to repair a road in Kinshasa, which was assigned to a joint venture, was also criticized in the report.

Although the contract was awarded to this joint venture, the analyses took place in a special context, under the oversight of an international expert who was provided by the World Bank.

The problems noted with the implementation of the project date back to this period.

It is also very important to note that this contract was concluded well before the current Director General was appointed.

However, if one of the joint venture partners had not yet carried out a significant portion of the work, the other partner did have some experience with similar work.

It bears noting that the project in question was included in the “Priority Projects with Visible and Immediate Impacts for the Population.”

Consequently, despite the withdrawal of one of the joint venture partners, the Government thought it necessary to continue work with the other partner, in order to save time and also avoid the need to restart a process whose outcome could delay the work.

The BCECO made every effort to manage the contract properly. All the relevant documentation was made available to the Department of Institutional Integrity’s team.

As you will have noted, there was no question whatsoever of interference by the Government during the contract award phase, let alone willful negligence by the BCECO in the monitoring/evaluation of the contract.

It was only in the interest of completing the work as soon as possible that the Government made the decision to continue with the other partner, during the second phase of the contract, which was assigned to the Ministry of Public Works.
C. Conclusions

As I indicated earlier, the Government commends the World Bank’s Department of Institutional Integrity for its efforts to address the various allegations brought to its attention by different sources, but mainly by former BCECO employees, regarding cases of fraud and corruption. However, it should be noted that the conclusions reached by the team assigned are tainted by a host of subjective claims, owing to the failure to observe the impartial nature of the process and customary rules in this regard.

This position is bolstered by the results of an organizational audit conducted by a consulting firm at the request of the World Bank. This organizational audit of the BCECO, which facilitated assessment activities, did indeed point to strengths in the fiduciary management of the agency, thereby paving the way for the discussions currently underway between the Government and the World Bank to reorient the mission of the BCECO. This is borne out in correspondence between the World Bank and the Government.

With regard to the information contained in the foregoing points, I call on you to take into account all the comments provided, in the interest of objectivity and consistency, with a view to achieving strict fiduciary management for the benefit of the people, who are the end-recipients of World Bank interventions.

The Government will make every effort to cooperate with a view to guaranteeing the integrity of the operations financed by development partners, among them, the World Bank. Similarly, it will not hesitate to impose sanctions in clear-cut cases of fraud and corruption involving resources provided for management by project execution agencies.