

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

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<b>UNITED STATES OF AMERICA ,</b>	:	
	:	<b>Cr. No. _____</b>
<b>Plaintiff,</b>	:	
<b>v.</b>	:	<b>(Conspiracy, 18 U.S.C. § 371)</b>
	:	
	:	
<b>SIEMENS BANGLADESH LIMITED,</b>	:	
	:	
<b>Defendant</b>	:	
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**INFORMATION**

The United States Attorney and the Department of Justice, Criminal Division, Fraud Section charge, at all times relevant to this Information, or at the dates and times indicated:

**INTRODUCTORY ALLEGATIONS**

**THE FOREIGN CORRUPT PRACTICES ACT**

1. The Foreign Corrupt Practices Act of 1977 (hereinafter, the “FCPA”), as amended, 15 U.S.C. §§ 78dd-1 *et seq.*, prohibited certain classes of persons and entities from making payments to foreign government officials to obtain or retain business. Specifically, the FCPA prohibited any person other than an issuer or domestic concern, while in the territory of the United States, from making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of money or anything of value to any person, while knowing that all or a portion of such money or thing of value would be offered, given, or promised, directly or indirectly, to a foreign official for the purpose of obtaining or retaining business for, or directing business to, any person or securing any improper advantage. 15 U.S.C. § 78dd-3(a). Furthermore, the FCPA

required issuers to make and keep books, records, and accounts that accurately and fairly reflect transactions and disposition of the company's assets and prohibited the knowing falsification of an issuer's books, records, or accounts. 15 U.S.C. §§ 78m(b)(2)(A), 78m(b)(5), and 78ff(a).

SIEMENS BANGLADESH AND OTHER RELEVANT ENTITIES AND INDIVIDUALS

2. Defendant SIEMENS BANGLADESH LIMITED (“SIEMENS BANGLADESH”), headquartered in Dhaka, Bangladesh, was a wholly owned subsidiary of Siemens Aktiengesellschaft (“Siemens”), a corporation organized under the laws of Germany with its principal offices in Berlin and Munich, Germany. Through its operating groups, subsidiaries, officers, directors, employees, and agents, Siemens was engaged in a variety of business activities for, among others, national, state, and municipal governments. This included, among other things, developing, constructing, selling, and servicing telecommunications equipment and systems; power generation, transmission, and distribution equipment and systems; transportation equipment and systems; medical equipment and systems; and industrial and traffic equipment and systems. SIEMENS BANGLADESH was a regional company that contracted for and managed projects relating to all Siemens operating groups. Starting in or about 2000, SIEMENS BANGLADESH was involved in the bidding process for and day-to-day operations of the creation of a nation-wide digital cellular mobile telephone network for the Bangladeshi government (the “BTTB Project”). SIEMENS BANGLADESH was a “person other than an issuer or a domestic concern” within the meaning of the FCPA. 15 U.S.C. § 78dd-3.

3. As of March 12, 2001, Siemens was listed on the New York Stock Exchange (“NYSE”) and, together with its subsidiaries, was an “issuer” as that term is used in the FCPA. 15 U.S.C. § 78dd-1(a). By virtue of its status as an issuer, Siemens was required to comply with

the provisions of the FCPA, including the requirement to maintain accurate books, records, and accounts.

4. Siemens Mobile Telecommunications S.p.A. (“Siemens Mobile Italy”), headquartered in Milan, Italy, was a wholly owned subsidiary of Siemens. Siemens Mobile Italy was a mobile networks company that contracted for and managed telecommunications projects relating to Siemens telecommunications operating group worldwide. From in or about 2000 to in or about 2004, Siemens Mobile Italy was involved in the BTTB Project. Siemens Mobile Italy’s involvement in the BTTB Project was due in part to the fact that in 2000, Siemens Mobile Italy was already operating in the telecommunications market in Bangladesh, and in part to the fact that SIEMENS BANGLADESH was a small organization with little experience in carrying out large infrastructure projects.

5. “Intercom,” a Siemens subsidiary headquartered in Switzerland, acted as an intermediary through which payments from various Siemens entities were made to purported business consultants in connection with the BTTB Project.

6. “Intermediary A,” a Cyprus company, acted as an intermediary through which payments from various Siemens entities were made to purported business consultants in connection with the BTTB Project.

7. The Bangladesh Telegraph Telephone Board (the “BTTB”), a government-owned telecommunications regulatory entity in Bangladesh, put out a series of three open tenders from 2000 to 2002 for a mobile telephone project that was ultimately awarded to Siemens.

8. The Ministry of Posts and Telecommunications (the “MOPT”), a government ministry in Bangladesh, was involved in awarding the BTTB Project contract.

9. “MOPT Official A,” a Bangladeshi citizen, was a senior official in the MOPT and was involved in awarding the BTTB Project contract.

10. “BTTB Official A,” a Bangladeshi citizen, was a senior official within BTTB with responsibility for procurement.

11. “Evaluation Committee Official A,” a Bangladeshi citizen, was a senior official on the committee responsible for evaluating the BTTB Project bids.

#### THE CO-CONSPIRATORS

12. “Bangladesh Executive A,” a German citizen, who is named as a co-conspirator but not as a defendant herein, was a senior executive of SIEMENS BANGLADESH until in or about 2004, when he became a senior executive of Siemens Taiwan.

13. “Bangladesh Executive B,” a Bangladeshi citizen, who is named as a co-conspirator but not as a defendant herein, was the head of the telecommunications business within SIEMENS BANGLADESH and was chiefly responsible for the day-to-day management of the BTTB Project bidding process and implementation.

14. “Bangladesh Executive C,” a German citizen, who is named as a co-conspirator but not as a defendant herein, replaced Bangladesh Executive A as a senior executive of SIEMENS BANGLADESH in or about 2004.

15. “Consultant A,” a Bangladeshi citizen, who is named as a co-conspirator but not as a defendant herein, acted as a purported business consultant for SIEMENS BANGLADESH in connection with the BTTB Project.

16. “Consultant B,” a Bangladeshi citizen, who is named as a co-conspirator but not as a defendant herein, acted as a purported business consultant for SIEMENS BANGLADESH in connection with the BTTB Project.

17. “Consultant C,” a dual citizen of Bangladesh and the United States, who is named as a co-conspirator but not as a defendant herein, acted as a purported business consultant for SIEMENS BANGLADESH in connection with the BTTB Project and had close ties to MOPT Official A.

18. “Relative A,” a Bangladeshi citizen, who is named as a co-conspirator but not as a defendant herein, was the son of a high-level official of the Bangladeshi executive branch and had influence over the decision to award the BTTB Project.

*BTTB Project*

19. In or about 2000, the BTTB conducted the first of three open tenders for the BTTB Project contract. The Siemens bid was rejected from the first tender for technical non-compliance, but the tender was subsequently cancelled.

20. The second tender in or about 2001 was cancelled and reissued because of a change in government.

21. Siemens was initially disqualified from the third tender, but was nevertheless, in partnership with SIEMENS BANGLADESH and Siemens Mobile Italy, ultimately awarded part of that tender in or about June 2004. Siemens’ and its subsidiaries’ portion of the contract was valued at \$40,887,000.

22. From in or about May 2001 to in or about August 2006, SIEMENS BANGLADESH, which was responsible for the local operations on the project, engaged or caused to be engaged purported business consultants to pay bribes to various Bangladeshi officials in exchange for favorable treatment during the bidding process. Those Bangladeshi government officials were “foreign officials” within the meaning of the FCPA. 15 U.S.C. § 78dd-3(f)(2)(A). SIEMENS BANGLADESH caused to be paid at least \$5,319,839.83 to

Consultant A, Consultant B, and Consultant C. SIEMENS BANGLADESH caused at least one payment to be made to each of these purported consultants from a United States bank account through Intermediary A, and made additional payments through Intercom and Intermediary A. SIEMENS BANGLADESH knew that Consultant A, Consultant B, and Consultant C were passing along some or all of the money they received to senior Bangladeshi government officials in exchange for favorable treatment of Siemens in the BTTB Project bid process. In or about September 2004, SIEMENS BANGLADESH learned that Consultant C had moved to the United States, after which SIEMENS BANGLADESH continued to pay him purported consulting fees to an account in Hong Kong, knowing that some or all of the money would be paid to senior Bangladeshi government officials in exchange for favorable treatment of Siemens in the BTTB Project bid process.

23. In or about 2003, SIEMENS BANGLADESH also made payments of at least \$16,000 directly to Bangladeshi government officials, or relatives of Bangladeshi officials, with responsibility for awarding the BTTB Project. Those Bangladeshi government officials were “foreign officials” within the meaning of the FCPA. 15 U.S.C. § 78dd-3(f)(2)(A).

**COUNT ONE**  
**(Conspiracy)**

THE CONSPIRACY AND ITS OBJECTS

24. Paragraphs 1 through 23 of this Information are re-alleged and incorporated by reference as if set out in full.

25. From on or about March 27, 2001 to in or about August 2006, SIEMENS BANGLADESH, Bangladesh Executive A, Bangladesh Executive B, Bangladesh Executive C, Consultant A, Consultant B, Consultant C, Relative A, and others known and unknown, did

unlawfully and knowingly combine, conspire, confederate, and agree together to commit the following offenses against the United States:

a. while in the territory of the United States, willfully to make use of the mails and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, and an offer, gift, promise to give, and authorization of the giving of anything of value to foreign officials for the purposes of: (i) influencing acts and decisions of such foreign officials in their official capacity; (ii) inducing such foreign officials to do and omit to do acts in violation of the lawful duty of such officials; (iii) securing an improper advantage; and (iv) inducing such foreign officials to use their influence with foreign governments and instrumentalities thereof to affect and influence any acts and decisions of such governments and instrumentalities in order to assist SIEMENS BANGLADESH and its affiliates in obtaining and retaining business for and with, and directing business to, SIEMENS BANGLADESH and its affiliates, contrary to Title 15, United States Code, Section 78dd-3;

b. to knowingly falsify and cause to be falsified books, records, and accounts required to, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of an issuer of U.S. securities, to wit, Siemens and its subsidiaries, contrary to Title 15, United States Code, Sections 78m(b)(2)(A) , 78m(b)(5), and 78ff(a).

#### PURPOSE OF THE CONSPIRACY

26. The primary purpose of the conspiracy was for SIEMENS BANGLADESH and its affiliates to obtain or retain lucrative business with the Bangladeshi government, including the BTTB Project, through the payment of bribes, both directly and indirectly, to high-level Bangladeshi government officials responsible for awarding business.

MANNER AND MEANS OF THE CONSPIRACY

27. To achieve the objects of the conspiracy, SIEMENS BANGLADESH and others used the following manner and means, among others:

a. It was a part of the conspiracy that from in or about May 2001 to in or about August 2006, SIEMENS BANGLADESH made or caused to be made approximately \$5,335,839.83 in corrupt payments in connection with the BTTB Project, including approximately \$5,319,839.83 in purported consulting payments to Consultant A, Consultant B, and Consultant C, as well as at least \$16,000 to Bangladeshi government officials or their relatives.

b. It was a further part of the conspiracy that SIEMENS BANGLADESH and its co-conspirators knew and intended that the payments made to Consultant A, Consultant B, and Consultant C would be transferred in whole or in part to officials of the Bangladeshi government, who were foreign officials as described in Paragraphs 22 and 23 above, in order to secure an improper advantage for SIEMENS BANGLADESH and its affiliates by influencing the officials' decision to award the BTTB Project contract to Siemens, SIEMENS BANGLADESH, and Siemens Mobile Italy.

c. It was further part of the conspiracy that SIEMENS BANGLADESH employees became aware that Consultant C moved to the United States in or about September 2004, and that SIEMENS BANGLADESH continued to cause approximately \$1,708,145 in purported consulting payments to be made to Consultant C to his account in Hong Kong after that time, with the knowledge that Consultant C was passing along part or all of the funds to a Bangladeshi government official in exchange for favorable treatment of SIEMENS BANGLADESH and its affiliates.



d. It was a further part of the conspiracy that SIEMENS BANGLADESH failed or caused the failure to properly account for the purported consulting payments to Consultant A, Consultant B, and Consultant C, and failed to describe accurately the transactions in its and Siemens' books and records. Instead, SIEMENS BANGLADESH improperly characterized the payments as legitimate payments for, among other things, "commissions" and "business consulting fees."

e. It was a further part of the conspiracy that in order to conceal the true purpose of and improperly characterize the purported consulting payments to Consultant A, Consultant B, and Consultant C, SIEMENS BANGLADESH caused half of the corrupt payments to be recorded as expenses relating to an unrelated project in Bangladesh on which the consultants performed no work.

#### OVERT ACTS

28. In furtherance of the conspiracy and to accomplish its unlawful objects, at least one of the co-conspirators committed or caused to be committed, within the territory of the United States and elsewhere, the following overt acts, among others:

a. On or about March 27, 2001, a Siemens Mobile Italy employee drafted a memorandum describing the proposed relationship between SIEMENS BANGLADESH and Consultant A and Consultant B with respect to the BTTB Project. The memorandum stated that Consultant A and Consultant B had a fifteen-year history of "significant success in several projects" on behalf of SIEMENS BANGLADESH. The memorandum explained that "the fees they demand are higher than the usual commissions; they insist that this quota is due to the overall complexity of the work involved in dealing with both the two political parties, in supporting their following strategy to arrive at award to [Siemens], *i.e.*, promote [Siemens] with

all the echelons of the BTTB from the top executive down to ensure a friendly reception in the evaluation committee, . . . neutralize the offer of the competitors . . .who had high contacts in the [Bangladeshi government] and probably had a more advantageous financial proposal,” and “assisting [Siemens] in administrative tasks like following up payments etc. in case of award of contract.”

b. On or about April 24, 2001, SIEMENS BANGLADESH and Siemens Mobile Italy executed letters of authority granting Consultant A and Consultant B authorization to carry out “business promotion activities” relating to the BTTB Project proposal by Siemens. In addition, SIEMENS BANGLADESH entered into an oral agreement to pay Consultant A and Consultant B ten percent of the BTTB Project contract value.

c. On or about May 4, 2001, Intercom paid \$100,000 to Consultant A’s bank account in Singapore.

d. On or about July 19, 2001, Intercom paid \$100,000 to Consultant A’s bank account in Singapore.

e. On or about February 7, 2002, Bangladesh Executive A wrote an email to Siemens Mobile Italy executives stating that SIEMENS BANGLADESH had been able to “suppress any action for re-tendering,” which “would have been detrimental” to Siemens. The email also stated that SIEMENS BANGLADESH was able to “convince certain people that the project should go ahead and the price package should be opened.” The email then stated, “we need some fuel to keep the fire going.”

f. On or about February 28, 2002, less than a month after the February 7, 2002 email from Bangladesh Executive A, Intercom paid \$200,000 to Consultant A’s bank account in Singapore.

g. On or about December 18, 2002, Bangladesh Executive B learned that Siemens' bid for the third tender of the BTTB Project was disqualified because it was insufficient with respect to the number of certain certificates Siemens had obtained. An hour and a half later, Consultant C, whom Bangladesh Executive B knew to be a close friend of MOPT Minister A, called Bangladesh Executive B and offered his support to "rescue" Siemens from the bid disqualification.

h. On or about December 19, 2002, Bangladesh Executive B met with Consultant B and, according to a later email he wrote to a Siemens Mobile Italy executive, determined that Consultant A and Consultant B "[had] no resources to solve this crisis," noting that "for a project like this, you must have connection to concern [*sic*] ministry and . . . commitment, connection and working support from BTTB top and technical people, last but not least support from top political level."

i. On or about December 19, 2002, upon learning that Consultant A and Consultant B had no connections to MOPT Minister A, Bangladesh Executive B brokered an agreement whereby Consultant C would receive five percent of the commission originally promised to Consultant A and Consultant B, with their portion reduced to five percent. Bangladesh Executive B understood that Consultant C would be sharing the money he received with MOPT Minister A.

j. In or about late December 2002, SIEMENS BANGLADESH paid \$12,000 through Consultant A to BTTB Official A in exchange for his assistance on the certificate deficiency that caused Siemens' disqualification from the third tender.

k. In or about late December 2002 or early 2003, SIEMENS BANGLADESH agreed to pay \$10,000 to a member of the BTTB Project evaluation committee,

Evaluation Committee Member A, as part of an agreement to make the committee member a “consultant” for twelve months in exchange for his agreement to stay on the committee instead of resigning. Bangladesh Executive B believed the member’s continued presence on the committee would be helpful to Siemens because he believed Evaluation Committee Member A could help with the certificate deficiency that caused Siemens’ disqualification from the third tender.

l. In or about April 2003, at Evaluation Committee Member A’s request, SIEMENS BANGLADESH paid \$5,000 to the daughter of a BTTB official ostensibly to work as an “engineer” on the BTTB project, despite the fact that SIEMENS BANGLADESH did not need such an engineer and did not have the budget for the position.

m. On or about June 3, 2003, SIEMENS BANGLADESH caused Intercom to execute a letter to Consultant C agreeing to pay him five percent of the BTTB Project contract contingent upon Siemens winning the bid. The letter was backdated to January 25, 2003. Two emails between SIEMENS BANGLADESH and Siemens Mobile Italy executives discussing this letter ended with the sentence, “kindly delete this mail once the purpose is done!”

n. In or about December 2003, at the request of MOPT Minister A, SIEMENS BANGLADESH hired the nephew of MOPT Minister A and began paying him approximately \$1,000 per month for at least one month.

o. By in or about late 2003, MOPT Minister A had convinced the other Bangladeshi officials involved in the BTTB Project to reverse Siemens’ disqualification and to send the Siemens bid to the National Purchase Committee.

p. On or about January 26, 2004, the National Purchase Committee declined to approve Siemens’ bid, and MOPT Minister A informed Bangladesh Executive B that he

would take the matter up with the highest levels of the Bangladeshi government and work to come to a favorable decision for Siemens.

q. In or about late January 2004, Relative A contacted Bangladesh Executive B and offered to “rescue” the Siemens bid in exchange for a percentage of the contract. Bangladesh Executive A instructed Bangladesh Executive B to let Consultant A and Consultant B take care of the situation.

r. In or about early 2004, Consultant A and Consultant B met with an agent of Relative A to finalize the arrangement and work out the required payments.

s. On or about April 22, 2004, Bangladesh Executive A wrote in an email about the BTTB Project and related payments that “the topic is indeed complex! The particular reason for this is that we are in the second re-tender of the project and we need to cooperate with several agents meanwhile for incidents, I cannot put into writing.”

t. On or about May 12, 2004, SIEMENS BANGLADESH caused Siemens to enter into “business consulting agreements” with Consultant A and Consultant B. On the same date, SIEMENS BANGLADESH caused Siemens to pay a total of €25,000 (approximately \$30,398.83) in cash to Consultant A and Consultant B.

u. On or about June 14, 2004, Siemens was awarded a portion of the BTTB Project worth \$40,887,000. On the same day, Consultant C sent a letter to SIEMENS BANGLADESH requesting the payment promised to him in connection with the BTTB Project.

v. On or about June 17, 2004, SIEMENS BANGLADESH caused Siemens to execute a “business consultant agreement” with Consultant C. As part of the agreement, Consultant C supplied the required bank information for the transfers, which specified a bank in New York, New York, as the correspondent bank for his account in Hong Kong.

w. On or about September 6, 2004, Consultant C sent an email to Bangladesh Executive A asking for a job within Siemens for his brother-in-law. The email stated that Consultant C was living in the United States and still had “regular contacts with BTTB and MOPT and other related high officials.”

x. In or about early-mid 2005, Relative A contacted Bangladesh Executive B to complain that he had not received money that he was promised. Bangladesh Executive B met with Bangladesh Executive C, who had replaced Bangladesh Executive A by that time, to discuss his concerns about Relative A. Bangladesh Executive C told Bangladesh Executive B to inform Relative A that he would receive his money and went with Bangladesh Executive B to meet with Relative A to show that SIEMENS BANGLADESH was serious about paying Relative A any money he was owed.

y. In or about September 2005, Consultant B transferred \$180,000 to an account controlled by Relative A at a bank in Singapore.

z. On or about March 23, 2006, SIEMENS BANGLADESH caused to be paid \$240,000 (\$80,000 each to Consultant A, Consultant B, and Consultant C) from a Siemens bank account in San Francisco, California.

aa. From in or about November 2004 to in or about August 2006, SIEMENS BANGLADESH caused approximately \$4,877,441 in additional corrupt payments to be made through INTERMEDIARY A to Consultant A, Consultant B, and Consultant C, knowing that some or all of the money would be passed along to Bangladeshi officials responsible for awarding the BTTB Project contract.

*Summary of Corrupt Payments Made at the Direction of SIEMENS BANGLADESH*

<b>Approx. Date of Payment</b>	<b>Recipient</b>	<b>How Payment Was Made</b>	<b>Amount of Payment (Expressed in USD)</b>
May 4, 2001	Consultant A	Through Intercom	\$100,000.00
July 19, 2001	Consultant A	Through Intercom	\$100,000.00
February 28, 2002	Consultant A	Through Intercom	\$200,000.00
Late December 2002	Consultant A	Unknown	\$12,000.00
April 2003	Evaluation Committee Member A	Unknown	\$10,000.00
April 2003	Daughter of a BTTB Official	Unknown	\$5,000.00
December 2003	Nephew of MOPT Official A	Unknown	\$1,000.00
May 12, 2004	Consultant A and Consultant B	Cash	\$30,398.83
November 2004	Consultant C	Through Intermediary A	\$191,838.00
November 2004	Consultant B	Through Intermediary A	\$177,863.00
November 2004	Consultant A	Through Intermediary A	\$177,863.00
December 1, 2004	Consultant C	Through Intermediary A	\$200,951.00
December 2, 2004	Consultant B	Through Intermediary A	\$186,312.00
December 3, 2004	Consultant A	Through Intermediary A	\$186,312.00
January 13, 2005	Consultant C	Through Intermediary A	\$229,694.00
January 13, 2005	Consultant B	Through Intermediary A	\$213,858.00
January 13, 2005	Consultant A	Through Intermediary A	\$213,858.00
March 14, 2005	Consultant C	Through Intermediary A	\$100,000.00
August 18, 2005	Consultant B	Through Intermediary A	\$180,000.00
August 18, 2005	Consultant A	Through Intermediary A	\$180,000.00
August 18, 2005	Consultant C	Through Intermediary A	\$150,000.00
November 15, 2005	Consultant B	Through Intermediary A	\$200,000.00
November 15, 2005	Consultant A	Through Intermediary A	\$200,000.00
November 15, 2005	Consultant C	Through Intermediary A	\$340,000.00
March 23, 2006	Consultant B	From Siemens San Francisco, California account through Intermediary A	\$80,000.00
March 23, 2006	Consultant A	From Siemens San Francisco, California account through Intermediary A	\$80,000.00

March 23, 2006	Consultant C	From Siemens San Francisco, California account through Intermediary A	\$80,000.00
June 20, 2006	Consultant B	Through Intermediary A	\$250,000.00
June 20, 2006	Consultant A	Through Intermediary A	\$250,000.00
June 20, 2006	Consultant C	Through Intermediary A	\$220,000.00
August 16, 2006	Consultant B	Through Intermediary A	\$298,115.00
August 16, 2006	Consultant A	Through Intermediary A	\$295,115.00
August 16, 2006	Consultant C	Through Intermediary A	\$195,662.00
<b>TOTAL:</b>			<b>\$5,335,839.83</b>

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

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