

LAGOS DRAINAGE AND SANITATION PROJECT (CR. No. 2517-UNI) RESPONSE TO INSPECTION PANEL REQUEST

INTRODUCTION

1. On June 25, 1998, the Inspection Panel registered a Request for Inspection (the Request) dated June 16, 1998 from an organization called Social and Economic Rights Action Center (SERAC) for themselves and on behalf of individuals, families and community development associations which they claim to have been directly affected by the IDA financed Lagos Drainage and Sanitation Project in Nigeria (Cr. No. 2517-UNI). The Inspection Panel notified the Executive Directors and Bank President about the registration on June 26, 1998. This document constitutes the management response to the issues raised and allegations made in the Request.

DESCRIPTION AND PRESENT STATUS OF THE PROJECT

2. The Project was approved by the Board June 17, 1993 and became effective April 24, 1994. The Project cost was estimated at \$89.1 million, of which SDR 44,500,000 (\$63 million equivalent) was to be financed by IDA, and the remainder by Lagos State Government. Currently about 90% of the Credit is disbursed. The closing date was originally June 30, 1998, and this has been extended to March 31, 1999 to permit completion of a few contracts. The Project was a follow up to the Lagos Solid Waste and Storm Drainage Project (Ln. No. 2620-UNI) which closed September 30, 1993.

3. The Project consists of seven components. The major component (about 83% of the total Project cost) is the construction/regrading/realignment/lining of main storm water drains to reduce flooding in several areas of Lagos. These drains also serve as de facto sewers. Support was also given under this component to maintain existing drains (e.g. clear debris and sediment, repair concrete lining) and improve drain maintenance procedures. Smaller components of the Project, all related to the project objective of improving the functioning of Lagos as an urban center, are: further assistance to the Lagos Waste Management Authority to help improve management of solid waste; preparation for the Lagos Urban Renewal Board (URB) of a plan for urban upgrading and a pilot project to demonstrate the benefits of the proposals made; preparation of plans for wastewater disposal; development of a land information system; improvement in municipal revenue generation procedures; and a training program for Lagos State Government officials. The Project implementing agency is the Lagos State Ministry of Environment and Physical Planning (MEPP).

4. The storm drainage component of the Project included about 50 kilometers of primary and secondary drains, some concrete lined and some dredged earth channel, including bridges and culverts. These are located in Lagos Island (the downtown heart of Lagos), Apapa (including the districts of Ijora, Badia, Oloye, Arakan and Ajegunle), Surulere, Yaba, Mushin, Luth and Oshodi/Ilupeju. Plans showing these areas and drain locations are available upon request.

5. The Project has been rated satisfactory for both implementation and development objectives throughout its lifetime, despite delays in some components, and difficulties experienced by some contractors under demanding civil works construction conditions. Its implementation by the project unit is judged to have been businesslike in difficult circumstances. There were some

initial delays in meeting effectiveness conditions (nine months) related to the subsidiary Loan Agreement and establishment of a counterpart fund account and the payment of the initial deposit.

THE ALLEGATIONS

Present Request

6. The allegations by SERAC are that under the Project, 2000 persons have been forcibly evicted from their homes and businesses in two slum communities of Lagos, stated to be in areas known as Ijora Badiya (hereinafter referred to as Ijora Badia or simply Badia) and Ijora Oloye, while thousands of others face an imminent threat of eviction. They claim that evictions were carried out by officials of the Lagos State Ministry of Environment and Physical Planning, the Lagos Urban Renewal Board and heavily armed police and other security forces who harassed and beat residents who tried to salvage their personal property as their homes were destroyed. They claim that during the demolition, Project officials extorted huge sums of money from residents based on promises to save their homes and properties from destruction. SERAC further claims that the Lagos State Government in July 1996 announced plans, under the Project, to demolish fifteen communities in Lagos thereby rendering 1.2 million people homeless.

7. SERAC claims that the Bank, the Government of Nigeria and Lagos State Government neglected, failed or refused to consult with the communities during the development, planning and implementation of the Project, the residents were not provided adequate notice prior to commencement of demolitions, and that the victims have neither been resettled nor compensated for their losses.

Previous Communications with SERAC

8. SERAC has contacted the Bank previously concerning this project, the first formal communication being to Mr. Wolfensohn dated June 30, 1997, to which we replied July 15, 1997. A further letter was sent to us August 18, 1997 and replied September 18 and 22, 1997. Copies of these are at Attachment 1.

9. Bank staff and consultants have met with SERAC on at least five occasions. Our reply of July 15, 1997 to their first letter to Mr. Wolfensohn offered to meet with them in Lagos during our planned next mission in September 1997. Unfortunately we did not hear their acceptance of this offer until the last day of our mission, at which time the Bank's Team Leader, after failing to make telephone contact, visited SERAC's Executive Director in his office in Lagos and explained what is being financed by IDA under the project. The Executive Director subsequently visited the Bank's Country Director in Washington in November 1997 for a meeting that lasted almost two hours. In February this year, a mission en route from Abuja to Washington managed to arrange for SERAC to meet with it and Lagos Government officials to facilitate communication between them. SERAC did not follow up on that meeting as was agreed. In March this year our consultant met for several hours with SERAC's Executive Director in Lagos and further explained what was included under the project; they were unable to visit the site as fuel was not available in Lagos at the time. In May this year our consultant visited SERAC's office and, two days later, as SERAC requested, visited Ijora Badia and Ijora Oloye with SERAC to interview selected community members.

MANAGEMENT RESPONSE

Purported Announcement Concerning Eviction of 1.2 Million People

10. Our initial communication from SERAC in July 1997 related to an announcement purported to have been made by the Lagos State Commissioner for Environment and Physical Planning, as reported in local newspapers in July 1996, that 15 slum areas in Lagos would be demolished under the Project, and that this would result in the eviction of 1.2 million people, including people from Ijora Badia and Ijora Oloye. This purported announcement is again referred to by SERAC's latest communication. We have never been able to confirm whether or not the Commissioner made this statement, or whether he was mis-reported, as he departed this office a short time after the alleged announcement. The Ministry, MEPP, claims to have refuted the reported statement, on radio and television, shortly after the newspaper report was published. In any case, it is clearly not part of the Project, or as a consequence of activities under the Project, to evict 1.2 million people, and it has not happened despite the fact that the Project is now close to completion; SERAC makes no claim that it has in fact happened. However the Commissioner's statement, whatever it was, could have been related to the project component for the Urban Renewal Board discussed in paragraph 17 below.

Resettlement at Arakan and Badia Areas Under the Project

11. The environmental assessment prepared during project preparation identified that resettlement would be necessary, mostly in the Arakan Barracks and Badia areas within the Project area. Although the resettlement plan was not prepared during appraisal, it was prepared and discussed with the Government before Board presentation. It was therefore included in the Appraisal Report and the cost of resettlement was included in the Project costs. In the final analysis, after adjustment to designs to minimize the amount of resettlement needed, 286 people were identified by name to be resettled. Most of these inhabited makeshift buildings constructed alongside or on stilts above existing drains, and had no certificate of occupancy. Lagos State Government identified a resettlement area within a few hundred meters of their original location, constructed houses and shop facilities, and assisted these people to move. The selection of the resettlement area and the design of the resettlement were done in consultation with the affected people. The site was selected taking into account access to employment. Some (about 40 people), by choice, elected to receive compensation and move elsewhere. Since these people were mainly squatters, compensation was paid for lost assets, in accordance with the property valuation system of the Lagos State Government. Pictures of the settlements before and after are at Attachment 2.

12. The Project Agreement between IDA and the Lagos State Government required that Lagos State Government (LASG) employ a consultant to prepare a detailed implementation plan for their resettlement, adequately compensate all the persons affected by resettlement, and carry out the resettlement of affected persons under a schedule satisfactory to IDA. Consultants were appointed by LASG and the consultant's initial proposal was submitted to the Bank in March 1994. Following Bank comments, documents on property valuations and designs for the resettlement area were submitted in March 1995. Construction proceeded through to December 1996 at which time the new facilities were occupied. The Bank monitored this activity throughout, by means of regular visits by a consultant sociologist (in May 1995 and June and November 1996 -

reports at Attachments 3, 4 and 5). The consultant's reports did not identify any significant shortcomings in the activities being undertaken, and indicated that the people's livelihood had been restored, and in many respects improved. The November 1996 report recommended evaluation of the whole resettlement a year later; this was scheduled for November 1997 but had to be postponed at the final moment due to sudden unavailability of our consultant, and rescheduled for March 1998. Conditions in Lagos in March 1998 rendered the review largely ineffective (fuel shortage prevented the mission from visiting the site - Attachment 6) and it was repeated in May 1998 with a different consultant. The mission report (Attachment 7, Part A) identified some lessons learned in the resettlement exercise, but was highly favorable concerning the overall resettlement activity. Interviews revealed that the resettled families are satisfied with their new accommodation and are settling in effectively.

13. Overall, this exercise is believed to have been highly satisfactory and fully in accordance with the Bank's Operational Directive OD 4.30. We are not aware of any complaint related to this resettlement, either by SERAC or any others.

Ijora Oloye

14. During our May 1998 review, an additional group of 25 structures at Ijora Oloye was reported to have been affected by drainage construction. These structures were identified during a mission by our consultant who was accompanied at the time by members of SERAC. These structures, shops or dwellings, generally of temporary construction, had each had a number of rooms demolished, reportedly to make way for an improved drain being constructed under the Project. Further investigations (a subsequent visit by the same consultant with the Bank's Team Leader) have shown that the demolitions at this site in fact **occurred after the construction of the drain**, which was completed by about the end of 1995. The community had recognized an additional potential benefit to themselves of extending the contractor's access road (which had been constructed across unoccupied marsh) alongside the full length of the drain to improve their access. The community had arranged removal of the temporary structures impeding the construction of the extension of this access road, but had had objection from the owner of the single permanent building affected by the road, and had sought the intervention of the Local Government Authority task force to arrange its removal. This road was not part of the Project, came later, was not financed by the Project, and we were not consulted about it. (Refer to Attachment 7, Parts A and B. Part A reflects the findings of the consultant's first visit, and Part B reflects his findings following more extensive discussions with the community members.)

15. There appears still to be some animosity in the community between factions wanting the road and factions supporting the occupant of the single permanent building. The community's difficulties had been exacerbated by a major fire in April this year which had destroyed a large number of residences, including those affected by the road construction. During the visit to the site in July 1998 by the Bank's Team Leader, our consultant, and others, we heard from the community no blame attached to the Project; but we observed new buildings on sites which had been reclaimed from swamp as a result of the construction of the drains. As regards the SERAC complaint, this situation relating to the 25 structures, though still located in Ijora Oloye, is so different from that described by SERAC (2000 people forcibly evicted at gunpoint, and beaten) as to be clearly a different event. The only critical comment from this community during our July visit was that access across a major drain had been cut. This appeared to have been resolved by

them providing their own crossing.

Ijora Badia

16. In Ijora Badia, the second area indicated in SERAC's complaint, during the July 1998 visit we could identify only one building, of temporary construction, which had been relocated by its owner, clear of the proposed drain alignment.

Urban Renewal Board (URB)

17. The URB component of the Project involved a study and a pilot demonstration project based on the results of the study. The study involved the development of a program for urban upgrading in the so called "blighted areas" of Lagos, to provide better access, improved roads, footpaths and tertiary drains, ablution blocks, schools and medical centers, and other community facilities, but all with the over-arching requirement that eviction/demolition/resettlement should be kept to an absolute minimum. The report identified the blighted areas, drew up a multi-year program for implementation of upgrading, noted that, **if implemented, 1.2 million people would benefit**, and designed a pilot demonstration project for the adjudged "most blighted" community. The report was presented a short time before the Commissioner's reported statement. The pilot area chosen was Ijora Badia, which we have described simply as Badia. It covers an area of about 25 hectares, and the works of upgrading are close to completion. No resettlement was identified as necessary in the design of the pilot. The site has been inspected regularly by Bank missions before and during implementation of the pilot project. One building, which was uninhabited at the time, was identified by the community as having to be removed to make way for a community building, however at the time of our last visit, this building had been half demolished and the other half had been upgraded and was inhabited. The planning of this work was undertaken with the full participation and cooperation of the community. Bank staff did not directly participate in the community consultation process, but we satisfied ourselves that it took place, having been shown videos of the community meetings with URB. Bank missions are always warmly greeted by the community leaders who indicate their full support and joy about the project, and complain only that the work is not concluded yet. We have also been sent letters indicating the value the community places on this work. Implementation has not been without difficulty, however it must be judged as successful, capable of improvement but worthy of replication, rather than something to be complained of. Our most recent visit observed spontaneous independent development activity commencing in the community, most probably related to the improved conditions resulting from the project. Typical photos of Badia before and after upgrading are shown at Attachment 8.

18. While SERAC has not specifically mentioned this pilot project, it has mentioned the area known as Badia. It appears that the reported announcement by the Commissioner has caused SERAC's confusion and unwillingness to believe our explanations of what resettlement we have been associated with, and what we have not.

Previous SERAC Assertion

19. SERAC's earlier communication with us during 1997 (see paragraphs 8 and 9) also mentioned verbally that people were being displaced in the Ikeja district as a result of drain

construction under the Project. We indicated that was not the case in Ikeja, and although they proposed to bring us evidence of this, none has been provided, and this is not part of their present complaint.

Conclusion

20. The Project affected 286 people. All of these people were resettled or compensated in accordance with Bank policies. Events of 1.2 million people being rendered homeless, or 2,000 people being moved at gunpoint, as mentioned by SERAC, are clearly not the same as 286 people being resettled or compensated under the Project. We have no evidence that such events occurred.

SUMMARY OF SPECIFIC ISSUES AND RESPONSES

Claim 1: Under the Project, over 2000 persons have been forcibly evicted by heavily armed police from their homes and businesses in Ijora Badia and Ijora Oloye.

Response: No such event occurred **under the Project**, and there is no evidence indicated by the complainant, or reason that we know of, for such an event to have occurred.

Claim 2: In July 1996 the Lagos State Government announced plans for fifteen slum communities in Lagos to be demolished under the Project, thereby rendering 1.2 million people homeless.

Response: Such an announcement was reported in newspapers. MEPP claims that it was rebutted by them on radio and television soon after the newspaper report appeared. Demolition of these communities is not part of the Project, has not been carried out under the Project, and there are no plans for it to be carried out under the Project.

Claim 3: SERAC's interests have been, and continue to be, directly and adversely affected by the failure of the Bank to comply with its policies, procedures and the credit agreement during the implementation of the Project, namely OD 4.30 on Involuntary Resettlement.

Response: This OD has been complied with for those people needing to be relocated as a result of the Project.

Claim 4: SERAC's interests have been, and continue to be, directly and adversely affected by the failure of the Bank to comply with its policies, procedures and the credit agreement during the implementation of the Project, namely OD 4.15 on Poverty Reduction.

Response: The Project aims to improve drainage and thereby public health in Lagos. This is consistent with our strategy of poverty reduction and human development in Nigeria. While the Project is part of a total effort at poverty reduction, it does not have specific interventions on poverty reduction. The people SERAC says it represents are no doubt poor, and the poor, who overwhelmingly inhabit the low lying areas near major drains, will benefit from the Project. Where they have been affected by the Project (i.e. the 286 people resettled), the application of OD 4.30 is more relevant and is more specific.

Claim 5: SERAC's interests have been, and continue to be, directly and adversely affected by the failure of the Bank to comply with its policies, procedures and the credit agreement during the implementation of the Project, namely OD 4.20 on Gender Dimensions of Development.

Response: All people affected by the Project were treated equally without regard to gender. Everyone needing resettlement or compensation as a result of Project activity received it without regard to gender, and also without regard to whether or not they had a certificate of occupancy.

Claim 6: SERAC's interests have been, and continue to be, directly and adversely affected by the failure of the Bank to comply with its policies, procedures and the credit agreement during the implementation of the Project, namely OD 10.70 on Project Monitoring and Evaluation.

Response: Activities under the Project have been regularly monitored in the field in accordance with OD 10.70 and as agreed during Project negotiations. Where shortcomings have been identified, actions have been agreed to correct them. The Borrower's project management team has primary responsibility for monitoring, and representatives are on site most days. They regularly meet with community leaders and help resolve difficulties with the community and contractors.

Claim 7: SERAC's interests have been, and continue to be, directly and adversely affected by the failure of the Bank to comply with its policies, procedures and the credit agreement during the implementation of the Project, namely OD 10.04 on Economic Evaluation of Investment Operations.

Response: Proper economic analysis of the Project was completed at appraisal. It is interesting to note that a review by the Bank's Transportation, Water and Urban Development Department of the quality of economic analysis of a cohort of projects appraised around the same time as this one made special mention of this Project as a good example.

Claim 8: SERAC's interests have been, and continue to be, directly and adversely affected by the failure of the Bank to comply with its policies, procedures and the credit agreement during the implementation of the Project, namely Articles of Agreement Article V, Section 1(g)

Response: In accordance with the relevant provision of the Articles of Agreement, the proceeds of the Credit have been used for purposes of the project as evidenced by supervision reports and certified by the audits of the Project Accounts.

Claim 9: SERAC's interests have been, and continue to be, directly and adversely affected by the failure of the Bank to comply with its policies, procedures and the credit agreement during the implementation of the Project, namely Credit Agreement 2517.

Response: There has been compliance with the provisions of the Development Credit Agreement.

Claim 10: The Bank has violated its policies, procedures, and the credit agreement because the host communities were not consulted during the Project's planning and implementation phases, or where consultation was held there was insufficient follow-up.

Response: Members of the community were consulted during the planning of the resettlement exercise (see consultant report at Attachment 3) and during the urban upgrading study and pilot project design (MEPP has videos of at least one such consultation). There has also been and continues to be regular consultation between community members and MEPP representatives, who are on site most days during implementation. Bank staff and consultants regularly talk to community members during missions.

Claim 11: SERAC's interests and stakeholders' rights have been materially and adversely affected as a result of the Bank's non compliance with its Operational Directives.

Response: We have complied with all relevant Operational Directives as evidenced by our responses above and below.

Claim 12: The victims suffer and continue to suffer destruction of their homes, livelihoods, communities and culture.

Response: This is not true of the Bank financed Project. We have no evidence that it has happened in the neighborhoods around the Project.

Claim 13: Residents who have attempted to build makeshift homes in the neighborhoods around the Project site have been constantly terrorized by armed security guards.

Response: This is not related to the Project. We have no evidence that it has happened in the neighborhoods around the Project.

Claim 14: The communities' stable access to utilities has been disrupted as a result of the Project.

Response: The Project has not disrupted access to utilities.

Claim 15: Stagnant waste water has accumulated in the open channels which were constructed under the Project.

Response: The Project area includes low lying swampy grounds which flood regularly when it rains. Stagnant pools existed at various locations along the natural channels prior to the Project. One of the primary objectives of the Project is to improve the situation by constructing effective drainage channels. The natural flow of water cannot be stopped during construction activities, and as part of the water management activities carried out by contractors during construction, it is typically backed up in some sections and pumped or otherwise diverted to active drains. Where

the drains have been completed, water is flowing freely. For the drains to continue to function as designed, regular maintenance will be required, including regular solid waste disposal service, and community awareness programs to encourage communities not to use drains as garbage receptacles.

Claim 16: Rather than deflood the communities, the channels have become a receptacle for waste water which overflows regularly into living spaces and endangers the lives of residents.

Response: The natural channels (which predate the Project) are the primary receptacles for waste water in Lagos. Where the engineered drains have been completed, the evidence is that overflow into living spaces that was prevalent before the Project has been eliminated.

Claim 17: Many of the evictees have become squatters or live in distant places far removed from their employment.

Response: All the 286 people who were displaced under the Project were settled or compensated in accordance with Bank policies. They were settled within 300 meters of their original dwellings.

Claim 18: Women, children and the disabled have suffered untold hardship under the Project.

Response: This has not happened under the Project.

Claim 19: No relief measures have been applied to mitigate the suffering of members of the population as mandated by the Bank's policies.

Response: Those to whom Bank policies apply, namely the 286 people resettled under the project, have been properly resettled and compensated in accordance with Bank policies.

Claim 20: The actions and omissions described in SERAC's request are the responsibility of the Bank as they have resulted from a Project funded by it.

Response: The actions and omissions described did not result from the Project funded by the Bank. Where actions were required under the Project, the Bank's policies were complied with.

Claim 21: The Bank's responses to SERAC's complaint have been unsatisfactory.

Response: The Bank has gone out of its way to respond to SERAC's communications, including visiting its offices and facilitating communication between SERAC and the proper Lagos State authorities. The Bank's responses have been factual, whether verbal or written. SERAC, in its further communications to others has misquoted the Bank, to an extent which suggests an unwillingness to believe facts about the Project provided to them by the Bank.

Claim 22: The victims of demolitions have been neither resettled, rehabilitated nor compensated for their losses. They have not received any remedies for the physical and mental pain inflicted on them by armed security agencies.

Response: Those to whom Bank policies apply, namely the 286 people resettled under the project, have been properly resettled and compensated in accordance with Bank policies. The claim may refer to an action outside the Project of which we are unaware. Our investigations show that the additional 25 structures at Ijora Oloye (refer Paragraph 14) were removed at the initiative of the community after Project work was completed in the area.

Claim 23: No official has been questioned or punished for these violations of the local populations' rights.

Response: The Bank financed Project has not violated anybody's rights. In any case, the Bank does not have the authority to discipline officials of the Lagos State Government.

Claim 24: SERAC and the communities remain uncertain and apprehensive as to when future evictions are scheduled.

Response: No evictions were carried out under the Project without proper resettlement or compensation. There is currently no new ground to be broken under the Project, which closes in March 1999, so identification of additional affected buildings is unlikely.

Claim 25: SERAC and the communities remain uncertain and apprehensive as to when uncompleted or abandoned components of the Project will be completed.

Response: No part of the Project has been abandoned. Some parts are incomplete, and some work is proceeding more slowly than originally planned because of the difficult site conditions. In the specific case of Ijora Badia, the contractor elected to change from construction in a downstream direction to construction in an upstream direction, to improve his access conditions, not an unusual procedure for civil engineering works under difficult conditions such as have occurred under the Project. This resulted in one point appearing to have been abandoned, whereas in fact the contractor is working towards it from the opposite end of the drain. We would not pretend that the environmental conditions surrounding the drains are pleasant, either before or during construction work, as many have been receiving waste matter for years. The stagnancy of the water will disappear, and the overflow which was previously prevalent will be eliminated, on completion, as it already has in areas where work has been completed.

Claim 26: The Bank expressed a vote of confidence in the Project without first visiting the host communities or meeting with community leaders.

Response: Bank missions visited the project sites and communities during project planning and implementation. The Bank has regularly visited the Project including site visits to those areas where work is ongoing, including meeting with community members. However it does not have the resources to observe every activity that happens, and relies on project units and their consultants for detailed monitoring. We believe that this has been satisfactory and sufficient, and that the complaints raised are not true of the Project.

Claim 27: Meetings with SERAC were held with less than a few hour's notice and often one day before the Bank officials were scheduled to depart from Nigeria.

Response: Bank staff and consultants have met with SERAC on at least five occasions. Our reply of July 15, 1997 to their first letter to Mr. Wolfensohn offered to meet with them in Lagos during our planned next mission in September 1997. Unfortunately we did not hear their acceptance of this offer until the last day of our mission, at which time the Bank's Team Leader, after failing to make telephone contact, visited SERAC's Executive Director in his office in Lagos. The Executive Director subsequently visited the Bank's Country Director in Washington in November 1997 for a meeting that lasted almost two hours. In February this year, a mission en route from Abuja to Washington managed to arrange for SERAC to meet with it and Lagos Government officials to facilitate communication between them. SERAC did not follow up on that meeting as was agreed. In March this year our consultant met for several hours with SERAC's Executive Director, and she (the consultant) felt that he was happy with the understanding he had received of what was being undertaken under the Project; they were unable to visit the site as fuel was not available in Lagos at the time. In May this year our consultant (new consultant) visited SERAC's office and, two days later as SERAC requested, visited Ijora Badia and Ijora Oloye with SERAC to interview selected community members; this and the subsequent visit in July revealed that the structures SERAC claimed to have been demolished were in fact demolished after the Project drain was constructed (Refer paragraph 14 above).

SERAC's telephone calls to the Bank's Country Director in Washington, stated as between May 28 and June 8, 1998 were returned on June 5, 1998 by his office because he was departing on mission to Nigeria.

Claim 28: Although they received no prior notice of the visit of SERAC and our consultant on May 28, 1998, community leaders complained of violation of their human rights under the Project.

Response: Our own visit, also undertaken without notice in July, received no complaint of violation of human rights, but a single complaint about access having been cut, as indicated above. This appeared to have been fully resolved (paragraph 15).

Claim 29: There has (as of June 16, 1998) been no feedback to SERAC of the results of the consultant's mission which concluded June 5, 1998.

Response: The report was submitted to the Bank's Abuja office by the consultant on June 25, 1998, after SERAC had submitted the Request for Inspection. It is at Attachment 7.