



## Investigations Task Force

### Irregularities in the provision of a Heating Ventilation and Air Conditioning System at Pristina Airport (Case 0219/04)

#### I. INTRODUCTION

1. This case arises out of an audit report dated 28 February 2003 into the financial statements of Pristina International Airport conducted by the Chartered Accountants, which led to an investigation concerning alleged corruption and irregularities identified in the course of procurement activities at Pristina Airport.
2. There are four specific allegations in this report of investigation.
  - the contract for the heating, ventilation and air conditioning system was not included in the contract for the expansion of the passenger terminal;
  - the original design specification was deficient;
  - the contract was tendered as a single source contract when a competitive tender would have sufficed;
  - the company who provided the design specification was also unofficially invited to provide an offer to install and construct the system

#### II. APPLICABLE LAWS AND UNITED NATIONS RULES

**Section 1 of UNMIK Regulation 1999/24** dated 12 December 1999 as amended, states that the law applicable in Kosovo shall be:

- a) "The regulations promulgated by the Special Representative of the Secretary General (SRSG) and subsidiary instruments issued pursuant to those regulations; and
- b) The Law in force in Kosovo on 22 March 1989."

**UN Staff Regulations 1.2 (b)** stipulates "Staff members shall uphold the highest standards of efficiency, competence and integrity"

**UNMIK Finance Administrative Instruction 1999/2 on Public Procurement using Kosovo Consolidated Budget Funds** provides that:

**Article 6.3 1**—"When the total estimated value of the contract does not exceed DM 50,000, (25,000 Euro) the Authorising Officer of the requesting entity may approve... the use of Direct-Single Source Procurement or Single-Source Selection of Consultants."

**Article 8.2**—"Procuring entities shall maintain records of Public Procurement in sufficient details for the PPRB to verify that the provisions of this Instruction have been followed. For each procurement, the record shall contain as a minimum: justification pursuant to 6.3, (a) of the method of procurement chosen if

that method differs from the normal method specified by this Instructions, or (b) of the procedures followed if they differ from the normal procedures specified by this instructions for the method of procurement chosen...”

**Article 24** – “Direct Single Source Procurement may be used for Goods, Works or Ancillary Physical Services:

24.1 - If such Direct Single Source Procurement is not used to

24.1.1 - Avoid Competition

24.1.2 – Discriminate against other suppliers and

24.2 – Direct Single Source Procurement is the appropriate method to be used:

24.2.1 as the Goods, Works or Services can be provided by only one supplier;.....”

### **III. METHODOLOGY**

3. This investigation was conducted pursuant to Executive Decision No 2003/16 on the establishment of the Investigation Task Force. The ITF investigators conducted an enquiry into the allegations raised by interviews with persons indicated to be witnesses and persons potentially implicated in the allegations; by obtaining documents from the Pristina Airport administration and from Pillar IV, which were then analysed for relevance to the inquiry at hand.

### **IV. BACKGROUND INFORMATION**

4. Pristina International Airport constitutes a state owned enterprise under Yugoslavian law. The assets of the airport include the runways, terminal buildings, hanger, fuel storage facilities and equipment. During the period covered by this investigation, from 2001 until 2003, they were maintained by the Public Enterprise Airport Pristina, (PEAP) in cooperation with Military Units of the Kosovo Force (KFOR). Pursuant to United Nations Security Council Resolution 1244 dated 10 June 1999, and UNMIK Regulation No 1/1999 dated 25 July 1999. UNMIK is mandated to administer the territory of Kosovo, including state owned and publicly owned assets. This includes Pristina International Airport.
5. Until the end of June 2002, responsibility for the administration of the Pristina Airport was entrusted to the Civil Administration Pillar (Pillar II) of UNMIK, under the direction of Official 1. He/she was the supervisor of Official 2, who in turn supervised DOTI Official 1 (Department of Transport and Infrastructure). DOTI was later known as the Transport Sector of the UNMIK Directorate of Infrastructure Affairs. DOTI Official 1 left UNMIK at the end of June 2002. DOTI Official 2 was recruited by DOTI as an international staff member on 31 July 2000 in charge of airport operations, reporting to DOTI Official 1, and continued in this role until 30 September 2001. Engineering expertise was provided by a series of engineers seconded from the French Army, specifically Airport Engineer 1, Airport Engineer 2, and Airport Engineer 3, and later by a consultant from the Consulting Company.
6. On 1 July 2002, the responsibility for the administration of the Airport passed from Pillar II to the Kosovo Trust Agency (KTA) and Pillar IV. Official 3 was appointed. Under him/her were the PEAP Official and Official 4.
7. On 1 April 2004 Pristina International Airport, which had until that time been under the jurisdiction of KFOR was handed over to civilian jurisdiction pursuant to ICAO regulations.

8. It is against this background of change that procurement procedures relating to the following contract have been examined.

## **V. INVESTIGATION DETAILS**

9. This report relates to the Contract for the construction of a new heating, ventilation and air conditioning system at Pristina Airport. The value of the contract was €681,125.48 .

### **Analysis of Evidence**

#### **Allegation 1**

*(It is alleged that the contract for the heating, ventilation and air conditioning system was not included in the contract for the expansion of the passenger terminal, due to poor forward planning by Airport management)*

10. A meeting was held at the headquarters of Vendor 1 to redefine the requirements and implementation of the contract for the upgrading and extension of the Pristina Airport Terminal building.
11. An analysis of the minutes of that meeting, dated 11 December 2000, at the headquarters of Vendor 1 indicate that it was attended by the PEAP Official on behalf of PEAP and DOTI Official 3 on behalf of UNMIK. Paragraph 7.4 the minutes records that “PEAP stated the existing HVAC equipment is already over-dimensioned and requires no heating, ventilation and air conditioning system be included in the design” for the new passenger terminal expansion.
12. Prior to the ITF locating the minutes of the meeting at Vendor 1, the PEAP Official was asked why the heating and air conditioning system was not included in the contract for the enlargement of the passenger terminal, or at least tendered at the same time as the contract for the enlargement of the passenger terminal. He/she replied:

*“First of all, there was an urgent need to extend the terminal at that time. No one wanted to provide us with funding for the expansion. I heard from DOTI Official 1 or UNMIK Transport Official that we went for the least expensive option and that the existing heating and air-conditioning system would be sufficient, because there was no money.”*

*“Once work started, then it was suggested that the existing heating and air conditioning system was inadequate and could not support the capacity of the expanded terminal.”*

13. However, the suitability of the heating, ventilation and air conditioning equipment is unlikely to have been something within the knowledge of DOTI Official 1 or UNMIK Transport Official.
14. The PEAP Official confirmed in interview that he participated in the meeting dated 11 December 2000 at the headquarters of Vendor 1. However, when asked whether he/she said:

*“PEAP stated the existing HVAC equipment is already over-dimensioned and requires no Heating, Ventilation and Air Conditioning system be included in the design” for the new passenger terminal expansion”*

The PEAP Official replied:

*“First of all, Vendor 1 asked me to accompany them and to check the airport terminal. I showed them the terminal building and I showed them the heating and air conditioning system that was repaired by the Member State’s KFOR in 1999. One of the opinions given by Vendor 1 Engineer was that the existing system would cover the needs of the airport. The reason was because of the limited funds, about 2 (two) millions German Marks, for the extension of the passenger’s terminal. The idea was to provide the necessary minimum.”*

15. This response is both evasive and inconsistent with the PEAP Official’s earlier statement in interview and the minutes of the meeting dated 11 December 2000, which were signed by the PEAP Official as well as four other parties from Vendor 1, UNMIK and PEAP. There is no indication in it, or in any other documents, that the Vendor 1 Engineer provided advice of this nature during his first visit to the Airport.

16. When asked who made the statement at the meeting, the PEAP Official again provided an evasive and conflicting answer, stating:

*“I was not the only person representing PEAP; there were many other persons there, persons that are mentioned in the documents that you are showing me. The minutes were held by the recorder and in the end we signed.*

*I don’t recall making that statement. I didn’t see what was written in the document before signing it. We (DOTI Official 2, DOTI Official 3, Vendor 1 Engineer, and three others) agreed with others and when they signed, I signed as well. This document was not signed in the meeting. DOTI Official 2 brought me the document and I signed it. I didn’t read the document. My English was not good at that time as it is now.*

*We didn’t say to Vendor 1 to not put HVAC system in the new design because the existing system was to be connected with the new HVAC system for the new extension of the passenger’s terminal.”*

17. Minutes of the meeting indicate that the PEAP Official was the sole PEAP representative at the meeting and the party responsible for the statement at the meeting that *“the existing HVAC equipment is already over-dimensioned and requires no heating, ventilation and air conditioning system be included in the design.”* The PEAP Official’s explanation that he/she did not recall making the statement and did not read the minutes of the meeting before signing them give rise to doubts about the truthfulness of his/her answer, as well as indicating an unwillingness to take managerial responsibility.

18. DOTI Official 2, when asked about the statement that no heating ventilation and air conditioning system was required, and who had said so, stated:

*“PEAP would be the PEAP Official and the decision would have been taken by the PEAP Official. The PEAP Official would have said, I don’t need it and he/she was the driving force in saying I don’t need it. I don’t know what DOTI Official 3 said, as I was not a party to the discussion. At this point there was not a lot of cash.”*

19. When asked who at PEAP was responsible for taking the decision that no heating and air conditioning system should be included in the design, DOTI Official 2 replied:  
*“The PEAP Official would be and then myself and Civil Aviation Officer “You need an engineer for any project and we did not have one at that time.”*
20. If there was insufficient money for the expansion and modernising of the passenger terminal to go ahead without something as fundamental as a new heating, ventilation and air conditioning system, it raises questions as to why the project was allowed to proceed without the necessary funding being available.
21. In the course of his interview, DOTI Official 2 commented:  
*“We wanted to get the Airport Terminal Expansion project going, and to launch the tender process. The present system was enough and the PEAP Official said we do not need it.”*
22. According to evidence provided by the PEAP Official in an earlier interview, the original design of the heating and air conditioning system dated from 1975, although the Member State’s KFOR had repaired it in 1999. This suggests that the system was in excess of 20 years old. In addition, a draft tender notice dated 24 January 2001 indicates that the expansion of the terminal building increased the floor space from 1800m<sup>2</sup> to 4000 m<sup>2</sup>.
23. The interoffice memorandum from DOTI Official 2 and Airport Engineer 1, dated 30 August 2001, requested a single source procurement to design a new heating/air-conditioning system for the Airport. The reasons given to justify the single source were that the heating and air conditioning system was too old and the replacement had not been taken into account for financial reasons. The note also indicates that new money had become available.
24. When asked about the inconsistency between the minutes of the meeting dated 11 December 2000 and the interoffice memorandum dated 30 August 2001, DOTI Official 2 stated:  
*“I didn’t review the previous document dated 11 December 2000 before signing the document created by Airport Engineer 1. In looking at the second document, my only reaction is that we currently had more money at that time and the system was needed. I therefore gave the go ahead due to the changed financial circumstances.”*
25. The PEAP Official when asked the same question, stated:  
*“I don’t know the reason why there is an inconsistency in between the document dated 11.12.2000 and that of 30.08.2001. Even today I disagree with the statement on the paragraph 7.4 in the minutes of the meeting dated 11.12.2000. I, personally, understood later the reason why it was not included in the design. I was told that this was an earlier agreement between UNMIK and Vendor 1. I don’t recall who was the person from UNMIK that was the party in this agreement.”*

26. This response suggests a third explanation from the PEAP Official for the heating ventilation and air conditioning not being included in the design for the passenger terminal expansion project.
27. In summary, the decision not to include the heating, ventilation and air conditioning system in the passenger terminal expansion project appears to have been taken initially due to the lack of funding, and the desire to get the passenger terminal expansion project going. However, the project should not have started until sufficient funding was available. A note from Official 3 to Official 5 dated 20 July 2002, indicates that the main contract for the passenger terminal expansion started on 16 January 2002, whilst the interoffice memorandum from DOTI Official 2 and Airport Engineer 1 suggests that funding for the heating ventilation & air conditioning became available by 30 August 2001.
28. Having regard the fact that temperatures in Kosovo range from  $-20^{\circ}\text{C}$  in winter to  $30^{\circ}\text{C}$  plus in summer, and the existing system was over twenty years old, the decision to proceed with the passenger terminal expansion project without something as fundamental as a new heating, ventilation and air conditioning system represents a substantial error of judgement and demonstrates poor management and inadequate forward planning.
29. The person principally responsible for this decision was the PEAP Official. However, his/her decision was endorsed by DOTI Official 2 and Civil Aviation Officer, as well as DOTI Official 1 in his/her capacity as Official of the Department of Transport & Infrastructure.
30. Evidence provided by the PEAP Official to the ITF on this issue during his/her interview on 22 November 2004 was evasive and contradictory, as well as raising doubts as to his willingness to take managerial responsibility.

### **Allegation 2**

*(It is alleged that the original design specification drawn up by Vendor 2 for the heating, ventilation and air conditioning system was deficient, necessitating an increase in the contract price.)*

31. In October 2001, bills of quantities, technical descriptions and drawings for the heating and air conditioning system for the new airport were drawn up by Vendor 2.
32. However, A letter from Vendor 3 to the Procurement Officer, KTA, dated 4 September 2002, one year later, indicates Vendor 3 requested an increase in the value of the contract from €582,695.48 to €681,125.48 due to extra work recommended by the Company to be added to the bills of quantities and technical specifications for the heating ventilation and air conditioning system drawn up by the company Vendor 2.
33. The letter suggests that the design produced by Vendor 2 did not include, inter alia, electrical work or civil work necessary to complete the design specification. The further work appears to have resulted in the cost of the project rising by €98,430.

34. The Consultant, a engineer contracted from the Consulting Company to supervise the project, when asked about this stated:  
*“The design produced by Vendor 2 was not deficient as far the mechanical installations were concerned, but was deficient as far as the electrical and civil works were concerned. The inclusion of an automatic regulation system was simply to improve the design. No action was taken against Vendor 2 as a result of the electrical and civil works.”*
35. In looking at the documents prepared by Vendor 2 for the design of the heating, ventilation and air conditioning system, it is apparent that they only cover the mechanical installation of the heating, ventilation and air conditioning system. This gave rise to the possibility that the company had only been asked to design the mechanical installation.
36. When asked about this issue in his/her ITF interview, the PEAP Official stated that he/she did not know what Vendor 2 was to provide regarding the design, but understood that they should provide full documentation about the project.
37. Vendor 2 Engineer, in charge of the design, was also contacted by the ITF and asked, whether his/her company was asked to design the new heating, ventilation and air conditioning system or just the mechanical installation. He/she confirmed that his/her company had received instructions only to produce a draft design for the mechanical installation, from the PEAP Official. He/she added that the design had then been taken and altered by Vendor 3, the company who carried out the installation of the heating, ventilation and air conditioning system without any consultation, and therefore he/she did not consider his/her company to be liable for any problems resulting from the re-design of the system. This is confirmed by a fax from the PEAP Official, a copy of which was forwarded to the ITF.
38. In summary, the initial design produced for the heating, ventilation and air conditioning system appears to have contained deficiencies, although they were later remedied. However, evidence suggests that this was due to Vendor 2 only being asked to produce a design for the mechanical installation for the system, rather than the whole system.

### **Allegation 3**

*(It is alleged that the contract for the heating, ventilation and air conditioning system was tendered as a single source contract when it could have been the subject of a competitive tender.)*

39. Article 24 of UNMIK Finance Administrative Instruction 1999/2 on Public Procurement using Kosovo Consolidated Budget Funds provides that  
*“Direct Single Source Procurement may be used for Goods, Works or Ancillary Physical Services:*
- 24.1 - If such Direct Single Source Procurement is not used to*
    - 24.1.1 - Avoid Competition*
    - 24.1.2 – Discriminate against other suppliers and*
  - 24.2 – Direct Single Source Procurement is the appropriate method to be used:*

40. *24.2.1 as the Goods, Works or Services can be provided by only one supplier;.....”*
41. A list of six prospective companies able to carry out the single source contract dated 29 July 2002 suggests that there were at least six companies who would have been able to tender for the heating, ventilation and air conditioning system. However, an annotation at the bottom of the list indicates that Official 3 took a decision to request single source procurement for the heating ventilation and air conditioning system. This is confirmed in a memorandum from Official 3 to Pillar II Official 2, dated 8 August 2002. Official 2 gave approval for single source procurements on 8 August 2002.
42. Bidding documents indicate that on 4 September 2002 Vendor 3 submitted a bid in the sum of €681,125.48 for the construction of the heating, ventilation & air conditioning system for the passenger terminal at Pristina Airport, which was accepted in a letter signed by Official 3 dated 4 September 2002.
43. Official 5 and Official 3 signed a contract with Vendor 3 dated 5 September 2002 for the construction of the heating, ventilation and air conditioning for the passenger terminal at Pristina Airport, on 14 September 2002.
44. When asked why he/she decided to go for a single source procurement, Official 3 indicated that this had been “due to the time available”, and referred to a memorandum written by him/her to Official 2 dated 8 August 2002. This memorandum indicates that Official 3 made a request for single source procurement due to concerns that the airport passenger terminal could be closed if the heating, ventilation and air conditioning system was not completed before the onset of winter.
45. However, the memorandum also indicates that the tender for the project was ready to be launched by Pillar II on 27 May 2002, but for unknown reasons was delayed and handed over to Pillar IV on 1 July 2002 when that Pillar assumed responsibilities for the POE’s. This suggests that the project was delayed due to a lack of management supervision prior to Official 3’s arrival by DOTI Official 1, who was the person responsible for the airport expansion project at Pillar II.
46. This point is reinforced by the comments of the Procurement Officer in the ITF interview that there would have been enough time for a competitive tender if it had been started in May or July, although he/she conceded that the Airport may not have had the procurement officers to do so.
47. The ITF also notes that Official 5 signed an amendment to the contract for the expansion and modernisation of the passenger air terminal, with Vendor 3 on 27 August 2002.
48. In summary, having regard to the fact that the design for the heating ventilation and air conditioning system was produced in October 2001 and the tender for the project was ready in May 2002, the requirements of Article 24 of UNMIK Finance Administrative Instruction 1999/2 on Public Procurement using Kosovo Consolidated Budget Funds, do not appear to have been fulfilled, since there was more than one company able to carry out the project, and had the tender been

organised in May 2002, there would have been time to have a competitive tender. Single source procurement could therefore have been avoided.

49. Responsibility for this breach lies with the officials of the Airport and Department of Transport and Infrastructure prior to the arrival of Official 3, the PEAP Official and DOTI Official 1 .

#### **Allegation 4**

*(It is alleged that the company who provided the design specification for the heating, ventilation and air conditioning system was also unofficially invited to provide an offer to install and construct the system.)*

50. In the course of discussing the tender for the heating ventilation and air conditioning system in interview, the Procurement Officer stated:

*“Official 3 asked for my assistance regarding the procedure they had to follow to apply the direct single source method.....”*

*“Later on, he/she received the consent to continue with the single source method. ....I told Official 3 that procurement unit would send the documents to some companies and they had to take the best offer. He/she insisted that he would send the documents only to Vendor 3 and that he/she would do it himself, and he/she did so. After some days we received an offer about 1.1 million Euro from Vendor 3 to do the job. Official 3 left this offer at the procurement and waited for us to decide. The PEAP Official did not agree with that price since in his/her opinion it was high and he/she contacted some other companies and requested me to attend the meetings with them. We had some meetings with three companies Vendor 2 (I think), Vendor 3 and Vendor 4. We put those three companies in competition and held a meeting with three of them in the same time one after another and the companies saw that there would be competition and so they reduced the prices. The best of them was Vendor 3, which submitted a bid of €681.125.48. Vendor 4 bid about €900.000 and Vendor 2 about €1.000.000 . This was what we could do: the reduction from €1.1 million to €681.125.48.”*

51. This suggests both that an attempt was made to obtain several quotes for the heating ventilation and air conditioning system, and that a quote was received from the company who provided the design. The ITF has only seen the offer submitted by Vendor 3.
52. The PEAP Official, when asked by the ITF whether a quote from Vendor 2 was requested, confirmed that it was.
53. In summary, evidence indicates that an offer was received from Vendor 2, which designed the heating, ventilation and air-conditioning system to also construct and install the system. This would have been in breach of tender procedures had a competitive tender been organised.

#### **Other Issues**

54. Analysis of a note from Official 3 to Official 5 dated 20 July 2002, indicates that the original contract for the expansion of the passenger terminal was seriously flawed. Specifically, it states that the contract required substantial changes before the work could start on 16 January 2002, involving major items such as steel

works, foundations, walls, granite flooring, winter snow loadings of the roof and other matters.

55. Official 3 was asked by the ITF what action was taken concerning Vendor 1 when the alleged deficiencies were discovered and whether an independent review of the contract was undertaken. He/she replied:

*“I understand that design deficiencies were discovered in January 2002 and were rectified before I started work on 1 July 2002.*

*I was not responsible for the Terminal Expansion Contract at that time and I have no knowledge as to whether an independent review was carried out before my arrival.”*

56. A document entitled “Amendment No1 to the Contract” for the expansion and modernisation of the passenger terminal confirms that Official 5 signed an amended contract with Vendor 3 on 27 August 2002.
57. In summary, the deficiencies appear to have been remedied. However, evidence does not indicate that any action was taken against Vendor 1 concerning the apparent deficiencies found in its original contract for the expansion of the passenger terminal and it is too late to do so now. The parties responsible appear to be the PEAP Official, and the Civil Aviation Officer.

## **VI. FINDINGS OF FACT**

58. A decision was taken to go ahead with the expansion and modernising of the passenger terminal expansion at Pristina Airport without including in the contract a new heating, ventilation and air conditioning system.
59. The initial design for the heating, ventilation and air conditioning system did not make provision for electrical or civil works necessary to complete the design specification. However, this was due to the fact that these works were not requested in the original design.

## **VII. CONCLUSIONS**

60. . The decision not to include the heating, ventilation and air conditioning system in the passenger terminal expansion project appears to have been taken initially due to the lack of funding, and the desire to get the passenger terminal expansion project going. However, the project should not have started until sufficient funding was available.
61. Having regard the fact that temperatures in Kosovo range from –20°C in winter to 30°C plus in summer, and the existing system was over twenty years old, the decision to proceed with the passenger terminal expansion project without something as fundamental as a new heating, ventilation and air conditioning system, represents a substantial error of judgement and demonstrates poor management and inadequate forward planning.
62. The person principally responsible for this decision was the PEAP Official. However, his decision was endorsed by DOTI Official 2 and Civil Aviation Officer,

as well as DOTI Official 1 in his/her capacity as official of the Department of Transport & Infrastructure.

63. Evidence provided by the PEAP Official to the ITF on this issue was evasive and contradictory, as well as raising doubts as to his/her willingness to take managerial responsibility.
64. The initial design produced for the heating, ventilation and air conditioning system appears to have contained deficiencies, although they were later remedied. However, evidence suggests that this was due to the company Vendor 2 only being asked to produce a design for the mechanical installation for the system.
65. Having regard to the fact that the design for the heating ventilation and air-conditioning system was produced in October 2001 and the tender for the project was ready in May 2002, the requirements of Article 24 of UNMIK Finance Administrative Instruction 1999/2 on Public Procurement using Kosovo Consolidated Budget Funds do not appear to have been fulfilled, since there was more than one company able to carry out the project, and had the tender been organised in May 2002, there would have been ample time to have a competitive tender. Single-source procurement could therefore have been avoided.
66. Responsibility for this breach lies with the officials of the Airport and Department of Transport and Infrastructure prior to the arrival of Official 3, namely the PEAP Official and DOTI Official 1.
67. Evidence indicates that an offer was received from the company Vendor 2, which designed the heating, ventilation and air-conditioning system to also construct and install the system. This would have been in breach of tender procedures, had a competitive tender been organised.
68. There appear to have been deficiencies in the original contract for expansion of the passenger terminal, although evidence suggests that they were remedied. However, evidence does not indicate that any action was taken against Vendor 1 concerning them and it is too late to do so now.

## **VIII. RECOMMENDATIONS**

69. The ITF make the following recommendations:

Recommendation 1: It is recommended that UNMIK consider the role of the PEAP Official and DOTI Official 2 responsible for the decision to proceed with the passenger terminal expansion project without a new heating, ventilation and air conditioning system for any appropriate action. DOTI Official 1 and the Civil Aviation Officer, although responsible, no longer work for the UN. However, their respective roles should be recorded and a copy of this report be placed on their personnel files. (IV04/219/01)

Recommendation 2: It is also recommended that UNMIK Pillar IV take appropriate action with regard to the ITF's adverse findings concerning the PEAP Official's evasive and contradictory responses in interview together with his/her apparent unwillingness to accept managerial responsibility. (IV04/219/02)

Recommendation 3: It is recommended that UNMIK take note of the remaining breaches detailed in this report, specifically the failure to organise a competitive tender for the heating, ventilation and air conditioning system and the failure to take action concerning the deficiencies in the passenger terminal design, and take any appropriate action against the PEAP Official for his role. The roles of DOTI Official 1 and the Civil Aviation Officer, both of whom no longer work for the UN, should be noted with a copy of this report placed on their personnel files for future reference.  
(IV04/219/04)