**Project: *Energy Security Project 56466***

**Subject: Log of clarifications requested by applicants and responses issued**

**Attn:** Participants in Prequalification of Tenderers for the Supply of Gas

The following questions have been received from Participants forthe Prequalification of Tenderers for the Supply of Gas to S.A. Energocom and the following answers have been provided by the Client in line with TD sub-clause 7.1 Prequalification Document:

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| **Clarification Q&A – Set #1 (date:14.05.2025)** | | | |
| **№** | **Date** | **Question** | **Response** |
| 1. | 12.05.2025 | For form number 3, in the section "List of countries of operation”, can we use statements such as "more than 90" and "more than 1000", since we do not have precise numbers available? | Will be accepted |
| 2. | 09.05.2025 | The prequalification documents say that “ applicants who (…) have  EFET type contracts signed with S.A Energocom,  (…)  will keep their prequalified status and do not have to resubmit their applications.”? | This situation refers to companies that have prequalified status from previous procedures and have signed EFET.  You can access the link to view the prequalified companies <https://energocom.md/en/list-of-prequalified-entities-in-accordance-with-the-rules-of-the-european-bank-for-reconstruction-and-development/> |
| 3. | 09.05.2025 | In case we will pass the prequalification successfully, could we then use the existing EFET or finalize the continuing negotiations on the EFET with S.A. Energocom Moldova? | The EFET project that is negotiated with S.A. Energocom remains in force and is used in case S.A. Energocom organizes auctions with its own funds.  In case you pass the prequalification procedure, it will be necessary to sign an EFET agreement aligned with EBRD requirements. The EBRD EFET (with limited modifications allowed) will be negotiated with the prequalified parties after the prequalification process.  The EFET can be downloaded from the attachments or by accessing the following link (word/pdf versions): <https://energocom.md/en/invitation-to-the-prequalification-procedure-for-the-procurement-of-natural-gas-from-ebrd-sources-> for-the-year-2025//  Reference: ITA 18.1 (section General EFET Agreement) |
| 4. | 09.05.2025 | An applicant “must provide full details demonstrating its compliance with 18.1(a) and 18.1(b) in a completed Form (…) 4: Historical Contract Default and Ongoing Litigation.”  What period will be relevant for Form 4? What contracts would be covered? I assume only where the applicant is/was in the position of seller/supplier, please confirm. | The period to be covered in Form 4 is not explicitly defined as a fixed number of years in the prequalification document; however, it should be aligned with the EBRD’s standard procurement expectations, with an implicit time frame for assessing financial and operational capacity in this prequalification (i.e. 2022–2024). ITA 18.1(a)–(c)) suggests that the same time frame is materially relevant. However, older cases may be included if they are significant or if the dispute/litigation has had a lasting financial or reputational impact.  Reference: ITA 18.1(e) |
| 5. | 12.05.2025 | Confirmation/settlement statements, or concluded agreements should be provided to support the figures presented – we are not allowed to disclose any commercially sensitive contractual details? | Failure to provide information, which is essential to evaluate the applicant's qualifications, may result in the disqualification of the applicant. Notwithstanding, provided that an application is substantially responsive, the Client may request an applicant to submit any necessary missing information or documentation, within a reasonable period of time. |
| 6. | 12.05.2025 | Details of pending litigation and non-performing contract are as well commercially problematic as they are subject to confidentiality. We are capable to disclose only very general information in that matter. We would like to know if this disqualifies us from the prequalification process | Failure to provide information, which is essential to evaluate the applicant's qualifications, may result in the disqualification of the applicant. Notwithstanding, provided that an application is substantially responsive, the Client may request an applicant to submit any necessary missing information or documentation, within |
| 7. | 10.05.2025 | PoA – our signatory is ,,MO”. Would the enclosed PoA be sufficient for you? | PoA should in accordance with ITA 12.1 |
| 8. |  | Total volume of Gas traded for physical delivery (kWh) – We are assuming this means all volumes including trading churn, please could you confirm? | We confirm. |
| 9. | 13.05.2025 | Largest monthly volume of physical gas supplied – Is this the largest sales volume month of each year or the largest month of our biggest supply contract? | The largest sales volume month of each year |
| 10. | 13.05.2025 | Volume of traded gas in storage (net change kWh) – Is this our gas in store transactions for the whole year netted? | Yes |
| 11. | 13.05.2025 | We may be ok with S.A. Energocom reaching out to our bankers, however we are not ok with S.A. Energocom reaching out to our clients. We value their confidentiality.  May we adjust the wording in the application? | No modifications is allowed and the content of the documentation will be evaluated in accordance with EBRD requirements. |
| 12. | 10.05.2025 | Covenant Letter of Integrity (Form 2) was recently revised by the EBRD, introducing the wording **,,to the best of our knowledge”** in the text, which makes it possible for us to sign. Is it possible to have the same for your prequalification? | Please find attached to these clarification questions a slightly updated version of Form No. 2 (the Covenant of Integrity) as requested.  **All participants can sign the updated version of COI as attached to this set of clarification Q&A.** |
| 13. | 10.05.2025 | On the Form 4 there is a reference to Section III and Section IV – we are not aware what sections these refer to, where could we find them, please | Section III, Section IV, is a typographical omission. Please disregard it. |
| 14. | 10.05.2025 | We have previously seen other EBRD related integrity covenants where the participants were required to declare and covenant similar statements but caveated to the best of their knowledge. The Form 2 covenant does not include such caveats and it is not clear why a different approach has been taken to previous covenants. We consider that including such caveats is more customary in the market and would be considered more acceptable to market participants. Please review our minimal amendments which bring the document more in line with previous EBRD covenants. | Please find attached to these clarification questions a slightly updated version of Form No. 2 (the Covenant of Integrity) as requested.  **All participants can sign the updated version of COI as attached to this set of clarification Q&A.** |
| 15. | 08.05.2025 | Form1 nr.2, nr.3 and nr.4 and supporting documents to be send by email in pdf format with e-signature? Or wet ink signature with a courier? | Applicants shall submit their applications by e-mail in a PDF format (Section I, ITA 13.1). The forms must be signed by an authorised person with power of attorney (ITA 12.1). There is no requirement for wet ink or courier delivery. Reference: ITA 12.1, ITA 13.1 |
| 16. | 08.05.2025 | In all the Forms, we need to insert To: [name and address of the Client], we suppose its S.A. Energocom, what would be the correct address? And Procurement process reference number – 56466 is correct? | Client Name: S.A. Energocom  Address: St. Serghei Lazo nr.17/1, Chisinau, Republic of Moldova  Procurement Process Reference: Yes, reference number 56466 is correct.  Reference: Invitation for Prequalification (top section) |
| 17. | 08.05.2025 | In Form 2: “We shall, for the duration of the Procurement Process and, if we are successful, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant”  Do we need to provide you with the contacts details of our compliance officer according to the above quote? If yes, where we can insert those details as we don’t see a designated place for it in the Form 2? | While Form 2 includes a commitment to appoint such an officer, it does not require you to include their contact details in the form itself. However, you may optionally submit this information in an annex or accompanying letter for transparency and future correspondence. |
| 18. | 08.05.2025 | The financial data for 2024 will be published in June-July, if we don't have the figures yet, can we leave the cell empty? | According to p. 18.1  In order to be prequalified, the applicant must demonstrate that it substantially meets the requirements specified below:  c)Sufficient financial position/soundness, by submitting audited financial statements or, if not required by the legislation of the applicant's country, other financial statements acceptable to the client, for the last three years (2022, 2023, 2024). The annual financial statements submitted for the required period must demonstrate the soundness of the applicant's financial position, showing long-term profitability. Consequential losses or the risk of insolvency presented in the accounts may lead to the disqualification of the applicant;  At this stage of the prequalification, S.A. Energocom accepts the financial statements for the year 2024 declared on your own responsibility as truthful.  *According to p.18.4*  The applicant may be conditionally prequalified if it does not meet certain criteria, which may be corrected in the future before the invitation to submit bids. |
| 19. | 08.05.2025 | The company does not have statistics on the volume of gas traded per year/month or the largest contracts or supply transactions, due to the fact that the gas portfolio is large and diversified, as we trade in almost all European gas hubs. Is it mandatory to fill in those cells? | Form 3 must be completed to the best of your ability. While all fields are expected, we encourage you to provide reasonable estimates or selective examples, including approximate size of major deliveries to meet the minimum threshold evaluation criteria. However, the minimum thresholds in ITA 18.1(a) and (b) must still be demonstrably satisfied.  Reference: ITA 11.1(i), ITA 18.1(a)&(b); |
| 20. | 08.05.2025 | If the company is not licensed in Romania/Ukraine. Can you specify which are the delivery points foreseen for the gas supply tenders? Could it be the exit point in SK (in UA) or the exit point in HU (in UA) | The requirement is to demonstrate the ability to deliver to points in Romania or Ukraine. In absence of licenses, you may submit a statement confirming your willingness to obtain the necessary licenses and documentation before tendering. This will result in conditional prequalification (ITA 18.1(d)).  Delivery points are not limited to Romania/Ukraine — these are examples based on current needs. Other points such as SK or HU exits (towards Ukraine) may also be considered during tenders.  Reference: ITA 18.1(d), ITA 11.1(c) |
| 21. | 08.05.2025 | The pre-qualification documents say it is still under negotiation with EBRD, therefore not confirmed? Can you advise when it will be confirmed? | As per Section 2.1, the extension of the project by up to EUR 400 million is currently under consideration by the Bank. We are proceeding with prequalification to be ready once the facility is finalized. There is no binding disbursement date at this stage. We expect confirmation and operationalization of the expanded framework before the tender launch phase, subject to EBRD governance timelines. Reference: ITA 2.1 |
| 22. | 08.05.2025 | Any updates or developments with EBRD since the common call we had - would be good to understand the full terms of the facility, whether LC's can be issued by banks of A-/A3 rating or local bank with EBRD's support/guarantee (written) or prepayments, supported by EBRD. Will the invoice be sent to S.A. Energocom or to EBRD? What is the party paying that invoice? If S.A. Energocom is a contracting party, can the EBRD provide a guarantee of payment under the EFET or in the trade/IC confirmation? | Commercial terms including LC issuance (A-/A3 rated bank or local bank with EBRD support), and EBRD guarantee under EFET or IC confirmation, will be discussed after prequalification with the shortlisted parties. These are subject to negotiation with EBRD and cannot be confirmed at this stage. As per previous tenders, Invoices ware issued to S.A. Energocom, as the contracting party and after disbursement request made by S.A. Energocom, a full prepayment was done by EBRD, maximum 5 business days since IC confirmation. However, previous experience does not mean same approach this year. Reference: ITA 18.1 (final paragraph – EFET negotiations follow prequalification) |
| 23. | 08.05.2025 | Please provide FYE2024 accounts for S.A. Energocom. | S.A. Energocom audited accounts for 2024 are not yet published and not yet audited. As per national legislation, deadline is June 30, however we expected to have it latest by May 31. |
| 24. | 08.05.2025 | Please let us know if this draft EFET is valid and we can review it and get back with our comments (after prequalification)? Or do you have a separate version of EFET specific to the current EBRD procurement process and will you share it with us after the prequalification process? | Any EFET shared previously remains the base version for procurement in case S.A. Energocom is organizing tenders with own funds. For EBRD tenders, an EFET agreement aligned with EBRD requirements should be signed. EBRD EFET (with limited permitted amendments) will be negotiated with prequalified parties after the prequalification process.  EFET can be downloaded accessing the following link (word/pdf versions): <https://energocom.md/en/invitation-to-the-prequalification-procedure-for-the-procurement-of-natural-gas-from-ebrd-sources-for-the-year-2025/>  Reference: ITA 18.1 (EFET General Agreement section) |
| 25. | 09.05.2025 | Could you please explain the following provision of clause 2.2 in the Invitation for Prequalification: "Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the "Loan Agreement") and will be subject in all respects to the terms and conditions of that Loan Agreement."  Does this provision mean that payments under the Framework Agreement concerning the delivery and acceptance of natural gas will not be made by default according to the payment terms set out in such agreement, but rather each time upon a separate request by Energocom? | Commercial terms including LC issuance (A-/A3 rated bank or local bank with EBRD support), and EBRD guarantee under EFET or IC confirmation, will be discussed after prequalification with the shortlisted parties. These are subject to negotiation with EBRD and cannot be confirmed at this stage. As per previous tenders, Invoices ware issued to S.A. Energocom, as the contracting party and after disbursement request made by S.A. Energocom, a full prepayment was done by EBRD, maximum 5 business days since IC confirmation. However, previous experience does not mean same approach this year. Reference: ITA 18.1 (final paragraph – EFET negotiations follow prequalification) |
| 26. | 09.05.2025 | Is our understanding correct that the reference in clause 1.3 of the Invitation for Prequalification to Section I, Instructions to Participants (the “ITP”) is incorrect and the correct reference should be to Section I, Instructions to Applicants Invitation for Prequalification? If not, could you please indicate in which document we can find Section I, Instructions to Participants (the “ITP”)? | The correct abbreviation is ITA (Instructions to Applicants) |
| 27. | 09.05.2025 | In what sense are the terms "Grant Recipients," "Participants," "Subcontractors," and "Applicants" used in the Invitation for Prequalification? | Please check EBRD procurement documentation. |
| 28. | 09.05.2025 | Could you please specify the timeframe before the submission date for the documents mentioned in clause 11.1 (d) and (h) that must be obtained from the registers?  Could you kindly advise by what deadline prior to the submission date the documents specified in Clause 11.1 (d) and (h) must be received from the registries? | A reasonable date should be the closest date to the deadline for the submission of application for prequalification with the reflection of actual company information. |
| 29. | 09.05.2025 | The Form 2 – Covenant of Integrity contains a provision pursuant to which a person seeking accreditation for the purposes of participation in the Procurement Process is required to appoint an officer, who shall be a person reasonably satisfactory to S.A. Energocom and to whom S.A. Energocom shall have full and immediate access. This officer shall have the duty and the necessary powers to ensure compliance with the Covenant. Could you kindly clarify the meaning of the phrase "a person reasonably satisfactory to S.A. Energocom "? Additionally, does this imply a formal administrative appointment within the auction participant's company of a dedicated compliance officer responsible for ensuring adherence to the Covenant of Integrity, or could it refer to the designation of an existing employee within the company who would assume responsibility for ensuring the participant's compliance with the Covenant? | While Form 2 includes a commitment to appoint such an officer, it does not require you to include their contact details in the form itself. However, you may optionally submit this information in an annex or accompanying letter for transparency and future correspondence.  Since there are no exact criteria for this person, a person reasonably satisfactory to Energocom is a person who does not have conflict of interest with Energocom.  Reference: Form 2 – Covenant of Integrity (paragraph referencing appointment of compliance officer) |
| 30. | 09.05.2025 | With reference to paragraph (vii) of Form no. 2  Do the documents and data referred to in this provision relate solely to those connected with participation in the Procurement Process, or do they also encompass documents arising during contract execution?  In what form will access to such documents and data be requested? Will it be limited to providing copies only?  Could S.A. Energocom and the EBRD request access to electronic information carriers (e.g. computers, flash drives) or demand submission of original documents?  What constitutes a valid basis for requesting access to or submission of the documents referred to in this provision?  What are the consequences of failure to provide such documents in full or in part upon request?  Could such failure result in exclusion from the tender process and/or termination of the General agreement concerning the delivery and acceptance of natural gas? | Please familiarize yourself with the Bank’s “Enforcement Policy and Procedures 2017” and, in particular, the “Note on EBRD Law Enforcement Processes, including Settlement Agreements 2018”. The documents referred to are public and can be found at the following link: <https://www.ebrd.com/home/who-we-are/strategies-governance-compliance/ebrd-sanctions-system/key-documents.html> |
| 31. | 09.05.2025 | According to clause 18.1 (e), to obtain prequalification status, applicants must indicate in their prequalification applications that they generally agree and are willing to enter into the EFET General Agreement with S.A. Energocom. What are the consequences for an auction participant if, after obtaining prequalification status, they are unable to enter into the EFET General Agreement with S.A. Energocom due to various objective reasons? Are there any sanctions for an auction participant who refuses to sign the EFET General Agreement with S.A. Energocom? | *According to p. 18.1*  In order to obtain the prequalification status, applicants must confirm in the prequalification applications that, in principle, they are ready to conclude a general EFET agreement with the Customer in a standard format agreed by the EBRD and published on https://energocom.md/?p=2221, which will be used by all prequalified entities in this facility. The only changes allowed will be those that will not bring a significant economic advantage compared to the standard form that will be used by all bidders within the facility.  If there is already an EFET contract concluded between the participants, in order to participate in the auctions, a new EFET contract agreed by the EBRD will be concluded.  If the participant in the prequalification procedure obtains the status of a prequalified entity, after which it refuses to sign an EFET contract aligned with EBRD conditions, it will not be able to participate in natural gas procurement procedures financed from EBRD sources. |
| 32. | 09.05.2025 | In the event that the company's authorized representative is the director, will it be sufficient to submit an extract from the commercial register and the company's charter (which states that the director acts without a power of attorney and, accordingly, no power of attorney will be provided) to confirm their authority? | Yes, it will be sufficient to provide extract from the commercial registry in English language. |
| 33. | 09.05.2025 | If the company is currently involved in a single arbitration dispute concerning a product unrelated to natural gas, is it necessary to complete both tables in the form identically?  What is the difference between the “Non-Performing Contracts” and “Pending Litigation” tables?  What specific information should be included in the “Outcome as percentage of Total Assets” and “Total Contract Amount” columns of the “Pending Litigation” table?  Does the “Pending Litigation” table also cover arbitration cases? | The first table will include details regarding disputes related to the non-performance of contractual obligations, and in table 2, if there are disputes under examination in the courts, the relevant data will be reflected |
| 34. | 09.05.2025 | Form 2:  Could you please kindly specify what should we add as a reference to “Procurement Process”? Do we correctly understand we should refer to “Project number” – 56466?  Should we just add this link http://www.ebrd.com/work-with-us/procurement/notices.html or if there any other reference should be specified? | The project number is 56466. Please fill it in. |
| 35. | 09.05.2025 | Сould you please provide Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria for review? | Section III, Section IV, is a typographical omission. Please disregard it. |
| 36. | 09.05.2025 | Can documents be signed with a qualified electronic signature? | Yes, we accept qualified electronic signatures. |
| 37. | 09.05.2025 | What should we do if the financial statements for 2024 are still under audit? Can we add to the application non-audited financial report for this period? | *According to p. 18.1*  In order to be prequalified, the applicant must demonstrate that it substantially meets the requirements specified below:  c) Sufficient financial position/soundness, by submitting audited financial statements or, if not required by the legislation of the applicant's country, other financial statements acceptable to the client, for the last three years (2022, 2023, 2024). The annual financial statements submitted for the required period must demonstrate the soundness of the applicant's financial position, showing long-term profitability. Consequential losses or the risk of insolvency presented in the accounts may lead to the disqualification of the applicant.  At this stage of the prequalification, S.A. Energocom accepts the financial statements for the year 2024 declared on your own responsibility as truthful.  *According to p.18.4*  The applicant may be conditionally prequalified if it does not meet certain criteria, which may be corrected in the future before the invitation to submit bids. |
| 38. | 09.05.2025 | Declaration that the company is not in the process of declaring bankruptcy, would you accept a certificate issued in free form on our letterhead? | A declaration under one's own responsibility regarding the lack of insolvency process is accepted |
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**Form 2: - Covenant of Integrity[[1]](#footnote-1)**

To: *[insert name of Client]*

Dear Sir or Madam,

Re: Procurement Process: *[insert the reference]* (the “Procurement Process”)

Contract:  *[insert the title(s) of the contract(s) (lots), as appropriate,*

*for which the Letter of Tender is submitted]* (the “Contract”)

Being duly authorised to represent and act on behalf of *[insert the Participant’s name],* we, the undersigned, declare and covenant that neither we nor - to the best of our knowledge after due and careful enquiry - anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents, representatives or JVCA partners, as well as any Subcontractors as well as concessionaires, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the Procurement Process or in the execution or supply of any works, goods, services or consultancy services for the Contract and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Procurement Process or execution of the Contract[[2]](#footnote-2):

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| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
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We shall, for the duration of the Procurement Process and, if we are successful, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

1. we, and - to the best of our knowledge - our current subsidiaries and affiliates, and all of our current directors, employees, agents, representatives or JVCA partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any procurement process or provision of works, goods, services or consultancy services during the ten years preceding the date of this Covenant;
2. to the best of our knowledge, none of our current directors, employees, agents, representatives or those of a JVCA partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice, during the ten years preceding the date of this Covenant;
3. we, and - to the best of our knowledge - our subsidiaries and affiliates and our directors, employees, agents, representatives or JVCA partners, where these exist, are currently not excluded or otherwise sanctioned by any major Multilateral Development Bank or International Financial Institution (including African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank, Inter-American Development Bank or World Bank Group) from participation in a procurement procedure or from entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;
4. (a) we, our directors, subsidiaries and affiliates, as well as - to the best of our knowledge - any subcontractors, or suppliers or affiliates of the subcontracts or supplier are currently not subject to any economic or financial sanctions or restrictive measures imposed by a resolution of the United Nations Security Council under Chapter VII of the UN Charter and (b) we are currently not owned (directly or indirectly) or controlled by, or acting on behalf of, any so designated person or entity; and
5. we further undertake to immediately inform the Client and the Bank in the event any of the declarations, representations or covenants set out above is no longer true or correct in any respect, cooperate in good faith with the Bank and its representatives in assessing the event and respond promptly and in reasonable detail to any request for information from the Bank regarding any such event.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i)-(iv) in the box below.

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| Name of Entity Required to be Disclosed | Reason Disclosure is Required[[3]](#footnote-3) |
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We understand that a misrepresentation in relation to or an omission to provide full disclosure of the information as required by this Covenant may result in the rejection of our submission and it may also lead to Enforcement Actions and Disclosure Actions as set out in the Bank’s Enforcement Policy and Procedures.

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

1. a **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
2. a **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
3. a **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
4. a **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
5. a **Misuse of Bank’s Resources or Bank Assets** which means improper use of the Bank’s Resources or Bank Assets, committed either knowingly or recklessly;
6. an **Obstructive Practice** which means any of (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
7. a **Theft** which means the misappropriation of property belonging to another party.

At any time following our submission to the Client, we shall permit, and shall cause our JVCA partners, as well as our directors, employees, agents, Subcontractors, concessionaries and any other third parties engaged or involved for any part of the Contract to permit the Bank and/or persons appointed by them, the right to inspect and copy all  accounts, books, records, and other documents (on any media or in any format) relating to the Procurement Process and execution of the Contract and to have any such accounts, books, records, and documents audited the Bank and by auditors appointed by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial completion of the Contract.

|  |  |
| --- | --- |
| Name: |  |
| In the capacity of: |  |
| Signed: |  |
| Duly authorised to sign for and on behalf of: |  |
| Date: |  |

1. The defined terms used in this Covenant of Integrity have the same meaning as stated in the Procurement Document for the Contract [↑](#footnote-ref-1)
2. If none has been paid or is to be paid, state *“None”* [↑](#footnote-ref-2)
3. For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees, agents or representatives commits any Prohibited Practice in connection with the Procurement Process or the execution of the Contract.

   If the provisions is not applicable, please state “Not applicable”. [↑](#footnote-ref-3)