

## Section V: Forms

### Covenant of Integrity

#### Preamble

A Participant shall prepare the Covenant of Integrity on stationery with its letterhead clearly showing the Participant's complete name and address.

## Covenant of Integrity<sup>1</sup>

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 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<sup>2</sup>:

Name of Recipient	Address	Reason	Amount

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:

- (i) we, 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;
- (ii) 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;

---

<sup>1</sup> The defined terms used in this Covenant of Integrity have the same meaning as stated in the Procurement Document for the Contract

<sup>2</sup> If none has been paid or is to be paid, state "None"

- (iii) we, 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;
- (iv) (a) we, our directors, subsidiaries and affiliates, as well as 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
- (v) 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.

Name of Entity Required to be Disclosed	Reason Disclosure is Required <sup>3</sup>

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:

- (i) 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;
- (ii) 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;
- (iii) 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;

<sup>3</sup> 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".

- (iv) 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;
- (v) 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;
- (vi) 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
- (vii) 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:	