

# **REQUEST FOR EXPRESSIONS OF INTEREST (CONSULTING SERVICES – FIRMS SELECTION)**

**Country: Moldova**

**Name of Project: Moldova Roads III B**

**Finance Contract No.: FI N 96156 SERAPIS No 2011-0650**

**Assignment Title: Consulting Services for Construction Supervision of M3 Cimislia Bypass,  
km 18+700 – km 26+138**

**Reference No. (as per Procurement Plan): RSP/CS/M3/02/2026**

The Government of the Republic of Moldova has received financing from the European Investment Bank (the “Bank”) in the form of a credit toward the cost of the Moldova Roads IIIB Project for the procurement of supervision services for “Construction Supervision of M3 Cimislia Bypass, km 18+700 – km 26+138”. The S.A.”Administrația Națională a Drumurilor” (JSC “National Road Administration” or “NRA”), an implementing agency (the “Client”), intends to apply part of the proceeds of this credit to eligible payments under the contract for which this Request for Expressions of Interest is issued.

The selected Consultant is expected to provide professional assistance to the Client in administration of the EIB funded Contracts with due diligence and by carrying out the duties of the Engineer as defined in the conditions of the Works Contract.

The duties of the Consultant for the supervision of works under “Construction Supervision of M3 Cimislia Bypass, km 18+700 – km 26+138”, shall follow FIDIC Contract Conditions, (“Red Book”) Second edition 2017, reprinted 2022 with Amendments published by the Federation Internationale Des Ingenieurs – Conseils.

The detailed Terms of Reference (TOR) for the assignment can be obtained following a formal request to the Client to **procurement@andsa.md**.

The Assignment is expected to start in June 2026 and has an estimated overall duration of 58 months, which includes 1 month for pre-commencement activities, 30 months of works supervision, 24 months covering Defects Notification Period and 3 months for project closure tasks including the Performance Certificate, Final Certificate and other required tasks.

The estimated minimum number of person-months required for the assignment is **289.5 person-months**. This includes 121,5 person-months for **Key Staff**.

The Client’s estimation of the necessary input for **Non-Key Staff/Technical Support Staff** is 153 person-months and 15 person-months for short-term experts.

The NRA now invites eligible consulting firms (“Consultants”) to indicate their interest in providing the Consulting Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services. The Consultant will be a firm or a group of firms (JVCA<sup>1</sup>) with previous project experience related to Construction Supervision Services.

**The shortlisting criteria are:**

**1. Core business/structure and years of experience in business:**

- A minimum of ten years of proven professional experience in providing consulting and engineering supervision services within the road sector.
- Demonstrated adequate technical and administrative capacity.
  - The consultant must have maintained a minimum of ten (10) permanent professional staff in each of the five years, from 1 January 2020 up to the Submission deadline for Expressions of Interest. The consultant must also demonstrate an average annual turnover of at least EUR 800,000 (eight Hundred Thousand) for each of the last three (3) years, from 1 January 2022 up to the submission deadline.

The information on the company’s profile shall be submitted in accordance with Table 1A below:

**Table 1A. Company’s profile Form.**

| Criteria<br>• Sub criteria                         | Info                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Company Profile</b>                             |                                                                                                                                                                                                                                                                                                              |
| • core business/structure and years of experience  | <i>{type of company, country and year of formation, company registration number, head office address, branch office address, fields of activity, organizational and management structure}</i>                                                                                                                |
| • technical, financial and administrative capacity | <i>{No. of permanent staff for last five years (total staff and staff in relevant fields); relevant managerial capacity of the Project Coordinator (a detailed CV is required), turnover for last five years, membership of professional organizations, quality control/quality assurance certification}</i> |

**2. Company experience:**

**2.1 Experience of Consultant in similar assignments:**

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<sup>1</sup> JVCA – Joint Venture, Consortium or Association

- The Consultant shall have successfully and substantially<sup>2</sup> (at least 80%) completed at least two (2) construction supervision assignments for road construction or rehabilitation works, each with a minimum contract value equivalent to EURO 2,500,000 (two million five hundred thousand). These assignments must have been completed either as a sole consultant or as a member of a JV/Consortium/Association, with a minimum participation share of fifty percent (50%). Eligible assignments shall fall within the last ten (10) years, from 1 January 2015 up to the deadline for submission of Expressions of Interest.
- The Consultant shall have successfully<sup>3</sup> completed at least two (2) supervision assignments during the last ten (10) years involving works executed under the FIDIC Conditions of Contract for Construction (Red Book), either the 1st Edition 1999, the 2nd Edition 2017 (including amendments), or the FIDIC MDB Harmonised Edition 2010. For each assignment, the Consultant shall demonstrate a minimum own input of fifty percent (50%).

## 2.2 Experience of Consultant in similar locations:

- For evaluation purposes, ‘similar locations’ will be considered: Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Romania, Russia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan and countries from Eastern Europe: Poland, Slovakia, Hungary, Czech Republic, Slovenia and Estonia.

The information on the Consultant’s experience shall be submitted in accordance with Table 1 and Table 2 below:

**Table 1. Consultant’s Experience List**

| Duration                  | Assignment name/& brief description of main deliverables/outputs | Name of Client & Country of Assignment | Contract value (in EURO)/ Amount paid to your firm | Consultant’s Role on the Assignment |
|---------------------------|------------------------------------------------------------------|----------------------------------------|----------------------------------------------------|-------------------------------------|
|                           |                                                                  |                                        |                                                    |                                     |
| {e.g., Jan.2012–Apr.2013} | {e.g., “Improvement quality of.....”:                            | {e.g., Ministry of                     | {e.g., Euro1 mill/Euro0.5 mill}                    | {e.g., Lead partner in a            |

<sup>2</sup> Ongoing contracts will be considered substantially completed only if by the said cut-off date, the main supervision activities have been completed by the Consultant and the taking over certificate for the works supervised have been issued. Contracts on which the main supervision activities are still ongoing will not be considered.

<sup>3</sup> The evidence of successful completion will be considered when provided a Taking-Over Certificate or equivalent document acceptable to the Employer.

| Duration             | Assignment name/ & brief description of main deliverables/outputs                               | Name of Client & Country of Assignment | Contract value (in EURO)/ Amount paid to your firm | Consultant's Role on the Assignment |
|----------------------|-------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------------|-------------------------------------|
|                      | <i>designed master plan for rationalization of .....; }</i>                                     | ....., country}                        |                                                    | JVCA A&B&C}                         |
|                      |                                                                                                 |                                        |                                                    |                                     |
| {e.g., Jan-May 2013} | {e.g., “Support to sub-national government.....” ; drafted secondary level regulations on.....} | {e.g., municipality of....., country}  | {e.g., Euro0.2 mil/Euro0.2 mil}                    | {e.g., sole Consultant}             |
|                      |                                                                                                 |                                        |                                                    |                                     |

**Table 2. Consultant's Experience Form.**

|                                              |                                                                                                                                                          |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project No.: ___ of 10                       |                                                                                                                                                          |
| Project name:                                | Approx. value of the Works Contract:<br><br>Approx. total value of the Supervision Contract:<br><br>Approx. value of the services provided by your firm: |
| Country:<br><br>Location within the country: | Start date (month/year):<br><br>Completion date (month/year) <sup>4</sup> :                                                                              |
| Name of Client:                              | Duration of Project (months):                                                                                                                            |
| Funding source:                              | No. of professional staff provided by the firm:<br><br>No. of person-months of professional staff provided by the firm:                                  |

<sup>4</sup> The evidence of successful completion will be considered when provided a Taking-Over Certificate or equivalent document acceptable to the Employer.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Name of associated Consultants:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | No. of professional staff provided by affiliate companies:                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | No. of person-months of professional staff provided by affiliate companies: |
| Contractual role of the firm(s):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Type of FIDIC contract used for works subject to the supervision:           |
| <p>Narrative description of Project: <i>[brief description]</i></p> <p>Please provide details of the works supervised including the following aspects:</p> <ul style="list-style-type: none"> <li>➤ <i>Supervision of the works in accordance with FIDIC conditions of contract (Red Book) 1<sup>st</sup> edition 1999 or 2<sup>nd</sup> edition 2017 (with amendments) or under the FIDIC MDB 2010 General Conditions of Contract for Construction (Red Book);</i></li> <li>➤ <i>Review / approval of Construction Drawings;</i></li> <li>➤ <i>Preparation of Variations, Analysis of Claims in accordance with Conditions of Contract;</i></li> <li>➤ <i>Contract administration (correspondence, reports, minutes of meetings, document control / contract records, reporting to Employer and Funding agencies);</i></li> <li>➤ <i>Environmental / Social monitoring and reporting;</i></li> <li>➤ <i>Concrete Bridge Construction;</i></li> <li>➤ <i>Bridge Rehabilitation;</i></li> <li>➤ <i>Drainage structures (culverts / ditches);</i></li> <li>➤ <i>Earthworks construction;</i></li> <li>➤ <i>Asphalt mix design and construction (binder, SMA);</i></li> <li>➤ <i>Roadside furniture (signs, safety fencing and road marking);</i></li> <li>➤ <i>Relocation of Utilities (gas / water / electrical / communications).</i></li> </ul> |                                                                             |
| <p>Which type of contract was used for a construction contract under supervision.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                             |
| <p>Description of actual services provided by your staff within the Project</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                             |
| <p>Detailed description of the actual services provided by associate companies:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                             |

The following shortlisting criteria and weightings are applicable for the evaluation of Consultant's qualifications:

| Criteria                                           | Weighting  |
|----------------------------------------------------|------------|
| • Sub criteria                                     |            |
| <b>Company Profile</b>                             | <b>10%</b> |
| • Core business/structure and years of experience  | 5%         |
| • Technical, financial and administrative capacity | 5%         |
| <b>Company Experience</b>                          | <b>90%</b> |
| • Experience of consultant in similar assignments  | 80%        |
| • Experience of consultant in similar locations    | 10%        |

To enable the assessment of Consultant's capability and experience, the information submitted with the EOI shall include a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner.

For each referenced assignment, the Consultant shall indicate:

- the names of the Key Experts and Sub-consultants involved,
- the duration of the assignment,
- the contract amount (total and, where applicable, the amount corresponding to the Consultant's share in the case of a joint venture or sub-consultancy), and
- the Consultant's specific role and level of involvement.

Following the evaluation of Expression of Interest, a shortlist of up to 6 (six) qualified consultants will be established.

For evaluation purposes, the following rating system for each criterion and sub-criterion will be used:

| Ranking        | Percentage of the maximum score allocated to the criterion and/or sub-criterion (%) |
|----------------|-------------------------------------------------------------------------------------|
| Excellent      | 96 - 100                                                                            |
| Good           | 81 - 95                                                                             |
| Satisfactory   | 70 - 80                                                                             |
| Unsatisfactory | 0 - 69                                                                              |

It is expected that the Consultant's team shall comprise of the following Key Experts:

- Team Leader / Engineer's Representative (TL/ER)
- Materials Engineer (ME)
- Quantity Surveyor (QS)
- Bridge Engineer (BrE)

Key Experts will not be evaluated at the shortlisting stage.

**The submitted EOI shall not exceed 50 pages.**

Each shortlisted candidate will be required to submit as an integral part of its offer, a duly completed and signed EIB Covenant of Integrity (COI)<sup>5</sup>, in the form provided in Attachment 1<sup>6</sup> to this REoI. The CoI must be signed by all consultants (including all Joint Venture/consortium members). Offers not accompanied by the Covenant of Integrity, duly signed by an authorised representative of the candidate, will be rejected.

A Consultant will be selected in accordance with the Quality and Cost-Based Selection method (QCBS) set out in the European Investment Bank's "Guide to Procurement for

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<sup>5</sup> IMPORTANT: It should be noted that, in the Covenant of Integrity, the tenderer is requested to self-declare on its behalf and on behalf of its joint venture partners, if any, that neither the tenderer nor anyone, including any of its directors, employees, agents or subcontractors for the Contract, acting on its behalf with due authority or with its knowledge or consent or facilitated by it, nor any of its parent, subsidiary or affiliate companies are subject to any of the instances detailed in the Covenant of Integrity:

(i) any Prohibited Conduct in connection with the tendering process and the commitment that neither the Bidder nor the Associated Entities and Persons will engage in such Prohibited Conduct during the execution of the Contract. Prohibited Conduct includes corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at <https://www.eib.org/en/publications/anti-fraud-policy> and as amended from time to time.

(ii) EU/United Nations sanctions: EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter.

(iii) Any exclusion by the European Investment Bank;

(iv) Any conviction in any court or any sanction (including a fine or any other financial penalty, irrespective of whether paid yet or not) by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services, during the 5 (five) years immediately preceding the date of this Covenant;

(v) Any exclusion or enforcement actions or sanction (including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint) by the EU institutions or bodies, or any multilateral development bank, on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant. Multilateral development bank includes the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank.

If applicable, the bidder shall provide the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to (v), in respect of the bidder or any of its directors, employees, agents or subcontractors for the Contract, acting on its behalf with due authority or with its knowledge or consent or facilitated by it, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract.

In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Client/Employer reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity and may cause the rejection of the offer for prohibited conduct.

<sup>6</sup> Attachment 1 to the EoI-Covenant of Integrity as per EIB GtP, Annex 3.

Projects financed by the EIB”, dated March 2024, which also define Bank’s policies on conflict of interest.

The tender procedure shall be conducted in line with EIB Guide to Procurement (2024), GtP, available at the following link:

<https://www.eib.org/en/publications/20240132-guide-to-procurement-for-projects-financed-by-the-eib>

In the event of any discrepancy between the national law and the EIB’s Guide to Procurement, the EIB’s Guide to Procurement shall prevail.

The Bank requires that promoters, as well as tenderers, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of contracts. The Bank reserves the right to take all appropriate actions in order to enforce this policy.

Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and that its operations are free from Prohibited Conduct (including fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing).<sup>7</sup>

As set out in the EIB’s Anti-Fraud Policy, if it is established to the required standards<sup>8</sup> that a project-related party<sup>9</sup> has engaged in Prohibited Conduct in the course of a procurement process or the implementation of a contract (to be) financed by the Bank, the Bank may:

- seek appropriate remediation of the Prohibited Conduct to its satisfaction;
- declare the project-related party ineligible for the award of the contract; and/or
- withhold the Bank’s no objection to contract award<sup>10</sup> and apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.

Furthermore, within the framework of its Exclusion Policy, the Bank may declare the project-related party ineligible for the award of a contract under any EIB project or to enter into any relationship with the Bank.

EIB Group Anti-Fraud Policy is publicly available on its website:

<https://www.eib.org/en/publications/anti-fraud-policy>

Applicants shall not have a conflict of interest. The assessment of any potential conflict of interest shall be done as per article 1.5 of the Bank’s Guide to Procurement. Applicants shall be considered to have a conflict of interest, if they, or any of their affiliates, participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the Employer or Borrower as Engineer for contract implementation

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<sup>7</sup> See the EIB’s Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm> ).

<sup>8</sup> In line with the EIB’s Investigation Procedures.

<sup>9</sup> See the EIB’s Anti-Fraud Policy.

<sup>10</sup> For contracts subject to prior review in operations outside the European Union.

of the Works that are the subject of this prequalification. In addition, Applicants may be considered to have a conflict of interest if they have a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the prequalification Document or Request for Bids (RFB) Document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract, unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the prequalification, RFB process and execution of the Contract.

An Applicant that is subject to an exclusion decision by the Bank, in accordance with the Bank's Exclusion Policy as referred to in article 1.4 of the Bank's Guide to Procurement and Annex 3 (Covenant of Integrity) shall not be eligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of excluded firms and individuals is available at the following address: <https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm>.

Consultants may associate with other firms to enhance their qualifications, but should indicate clearly whether the association is in the form of a Joint Venture or a sub-consultancy. In the case of a Joint Venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected.

Firms originating from all countries of the world are eligible to tender for works, goods and services contracts (EIB GtP §1.2).

Participants may bring any potential irregularities in the Procurement Process to the Client's attention or submit a procurement-related complaint in accordance with the *Regulations on Procurement Complaints Procedure (PCP) for Projects financed by the European Investment Bank in the Republic of Moldova*, implemented by the National Road Administration, which could be accessed at the following link:

[EIB Procurement Complaints Regulations - J.S.C. NATIONAL ROAD ADMINISTRATION](#)

Candidates should notify the promoter in writing, with a copy to the European Investment Bank at [procurementcomplaints@eib.org](mailto:procurementcomplaints@eib.org), if they consider that certain clauses or provisions of the REOI might restrict international competition or confer an unfair advantage someone certain candidates.

Any member of the public may submit a complaint to the Bank regarding an alleged instance of maladministration in the procurement due diligence.

The Bank's Procurement Complaints Committee reviews the Bank's position in relation to complaints arising from tendering of Bank-financed contracts for goods, works and consultant services in case a complaint against the Bank's action has been received. Further

details with regard to the process to be followed by Participants for procurement complaints are provided in Annex 8 to the EIB Guide to Procurement.

Pursuant to the EIB's Sanctions Policy, the contract will not be awarded to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter (EIB GtP §1.2 and §1.4)

Consultants may request clarifications regarding this REoI exclusively in writing. Requests for clarifications shall be submitted to the Promoter, at the below-mentioned address, no later than twenty (20) calendar days prior to deadline for submission of EoI. The Promoter shall respond in writing to all requests for clarification within reasonable timeframe, and in any event, no later than ten (10) calendar days before the submission deadline, in order to allow consultants sufficient time to take the responses into account.

Expressions of Interest, in English, **must be delivered to the Client** to the address below, marked "Expression of Interest – Consulting Services for Construction Supervision of M3 Cimișlia Bypass, km 18+700 – km 26+138", Submission may be delivered **by e-mail or in person**. For physical submission, one hard (one original and one copy), together with one electronic copy on a memory stick, shall be provided. The deadline for submission is **March 30<sup>th</sup>, 2026, at 10:00 AM**, local time. Following the deadline of EoIs submission, Minutes of EoIs registration will be sent to all participants and published on NRA's website.

Further information can be obtained at the address below during office hours i.e. 09:00 to 16:00 local time.

Expressions of Interest received after the above time and date will not be considered. Consultants should take into account that distance, courier schedules, and customs formalities may result in longer-than-expected delivery times.

Following the evaluation process completion, the promoter will inform all candidates of the pre-qualification decision, including a summary of the relevant reasons for that decision.

**Executing Agency (Client)**  
**National Road Administration**  
Attn: Mrs. Natalia Capatina  
Chief of the Procurement Section  
Office 336, Bucuriei str. 12A, MD 2004  
Chisinau, Republic of Moldova  
E-mail: [procurement@andsa.md](mailto:procurement@andsa.md)  
Website: [www.andsa.md](http://www.andsa.md)

## Attachment 1 to the EoI

### Covenant of Integrity template

[Name of lead tenderer] hereby declare and covenant, on our behalf and on that of our joint venture partners, if any, for [name of the contract] managed by [name of promoter] (the “**Contract**”), that neither we nor anyone, including any of our directors, employees, agents or subcontractors for the Contract, acting on our behalf with due authority or with our knowledge or consent or facilitated by us (together, the “**Associated Entities and Persons**”), nor any of our parent, subsidiary or affiliate companies,

- (i) have engaged in any Prohibited Conduct<sup>1</sup> in connection with the tendering process, nor will we or the Associated Entities and Persons engage in such Prohibited Conduct during the execution of the Contract;
- (ii) are listed or otherwise subject to EU/United Nations sanctions;<sup>2</sup>
- (iii) are the subject of a current decision of exclusion by the European Investment Bank;
- (iv) during the 5 (five) years immediately preceding the date of this Covenant, have been convicted in any court or sanctioned<sup>3</sup> by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services; or
- (v) are excluded or subject to enforcement actions or otherwise sanctioned<sup>4</sup> by the EU institutions or bodies, or any multilateral development bank,<sup>5</sup> on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant.

We will immediately inform you if any instance described under (i) to (v) above in respect of us or any of the Associated Entities and Persons comes to the attention of any person in our organization having responsibility for ensuring compliance with this Covenant at any time during the tendering process and, if successful, during the Contract.

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<sup>1</sup> Corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at <https://www.eib.org/en/publications/anti-fraud-policy> and as amended from time to time.

<sup>2</sup> EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter.

<sup>3</sup> Including a fine or any other financial penalty, irrespective of whether paid yet or not.

<sup>4</sup> Including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint.

<sup>5</sup> Including the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank.

We further declare and covenant that, if successful, neither us nor any of the Associated Entities and Persons will act in contravention of EU/United Nations sanctions during the execution of the Contract.

If applicable, we provide below the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to (v), in respect of us or any of the Associated Entities and Persons, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract (*if not applicable, please indicate not applicable in the table below*):

| Name of entity | Details of disclosure | Measures taken or to be taken |
|----------------|-----------------------|-------------------------------|
|                |                       |                               |
|                |                       |                               |
|                |                       |                               |
|                |                       |                               |

We, or any of the Associated Entities and Persons, have paid, or will pay, the following commissions, gratuities or fees with respect to the tendering process or execution of the Contract [*insert complete name of each recipient, its full address, the reason for which each commission, gratuity or fee was paid, or will be paid, and the amount and currency of each such commission, gratuity or fee*]:

| Name of recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |

For the duration of the tendering process and, if we are successful, for the duration of the Contract, we will 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 grant the [*name of promoter*], the European Investment Bank, and any persons appointed by it and/or any authority or European Union institution or body having competence under European Union law, the right to (i) visit the sites, installations and works, (ii) interview our representatives and any other relevant person and (iii) inspect and copy our books and records in connection with the tendering process or the Contract, and we shall require our Associated Entities and Persons with knowledge of the Contract to respond to questions from the European Investment Bank and to provide to it any information or documents necessary for the investigation of allegations of Prohibited Conduct.

We agree to preserve our books and records and ensure that the books and records of the Associated Entities are preserved generally in accordance with applicable law but in any case for at least 6 (six) years from the date of tender submission and, in the event we are awarded the Contract, at least 6 (six) years following the date of substantial performance of the Contract. We shall ensure

that in any agreements with Associated Entities concerning the execution of the Contract provisions to the effect of this paragraph are included.

We acknowledge that any failure to comply with the obligations under this Covenant of Integrity (including any omission or misrepresentation, made knowingly or recklessly, of a past conviction, exclusion, other sanction or enforcement action), or any unauthorised amendment to the Covenant, may be considered a breach of the EIB Group Anti-Fraud Policy and thus result in the rejection of our tender for the Contract and/or cause the initiation of exclusion proceedings by the EIB against us and/or any of the Associated Entities and Persons.

**SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:**

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

**Note:** This Covenant must be sent to the Bank together with the contract in the case of an international procurement procedure (as defined in section 3.3.2). In other cases, it must be kept by the promoter and be made available, upon request, to the Bank.