

COVENANT OF INTEGRITY
to the Promoter
from a Tenderer, Contractor, Supplier or Consultant to be attached to its Tender
(or to the Contract in the case of a negotiated procedure)

I [Name], in my function as [function/position held] in [name of the company] and duly authorized representative for the signature of the contract to be signed for [title of the call for tender or the contract] hereby declare that we observe the highest standards of ethics during the procurement and, if we are successful in our tender, the performance of the contract and have not engaged nor will engage in, or have been convicted of, any fraud, corruption, collusion or other malpractice. Where convictions occurred, details of the conviction and remedial measures are provided. If such events should occur in the future, we hereby undertake to so inform Kenya Power, AFD and EIB immediately.

Moreover, neither our company¹ nor any entity member of the joint venture or of the consortium or any one acting on our behalf, such as sub-contractors, is the subject of a current exclusion /has been the subject of any debarment, exclusion or other sanctioning decision by any of the Participating financiers (AFD, EIB) on the grounds of corruption, collusion, fraud or other malpractice² and we further undertake to immediately inform Kenya Power, AFD and EIB if this situation was to occur at a later stage.

I also declare that neither our company nor any entity member of the joint venture or of the consortium is currently included /has been included on the list of financial sanctions (including in particular the fight against financing of terrorism) adopted by the United Nations, the EU financial or any national sanction³ list which is binding for AFD or EIB and we further undertake to immediately inform Kenya Power, AFD and EIB if this situation were to occur at a later stage.

We acknowledge that in the event our company or any entity member of the joint venture or of the consortium i/ is, after this Covenant of Integrity or the contract have been signed, added to any financial sanctions list or debarment or sanctioning decision enumerated above or ii/ made a false statement in the Covenant of Integrity, the contract may not be eligible for funding by one or more of the Participating financiers (AFD, EIB). We commit not to procure goods and services from countries which are under an embargo which is binding upon any of AFD and EIB.

We also acknowledge that, in the afore-mentioned events, Kenya Power is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our

¹ For the purposes of these provisions “company” or “entity” shall include directors, employees, agents.

² Corrupt, collusive, fraudulent or coercive or obstructive practice are defined; for AFD, see “ General Policy for combating corruption, fraud, anti competitive practices, money laundering and terrorist financing” and “Guidelines for the procurement of AFD-financed contracts in foreign countries”.

³ i.e. French sanction list for AFD.

company/the consortium, such events may lead to termination of the contract, in accordance with the terms of the contract.

In the event that we are awarded the contract, we grant the financier and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right of inspection of our records and those of all our sub-contractors, under the contract, as well as joint venture/consortium partners. 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 performance of the contract.

I declare that our company / consortium undertakes to comply with labour laws and national and international standards of environmental protection, health and safety applicable in the jurisdiction / country of implementation of the Project, including those contained in any relevant International Labour Organization (ILO) conventions and international agreements on environmental protection, as well as with mitigation measures of the Environmental and Social Management Plan if applicable.

.....

.....

(Place)

(Date)

(Signature)