

**ECEPP VERSION**

**Letter of Tender**

**Note for Tenderers:** The Tenderer must prepare the Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and address. All text within square brackets [ ] is for guidance in preparing this form and shall be deleted by the Tenderer from the final document.

[ENTER TENDERER / JVCA ORGANISATION NAME]

[ENTER TENDERER / JVCA ADDRESS 1]

[ENTER TENDERER /JVCA ADDRESS 2]

[ENTER TENDERER /JVCA CITY]

[ENTER TENDERER /JVCA POST CODE]

[ENTER TENDERER / JVCA COUNTRY]

[ENTER TENDERER / JVCA LEAD CONTACT NAME]

Date: \_\_\_\_\_

Tender No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

To: [Enter Purchaser's Name ]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Document, including Addenda issued in accordance with Instructions to Tenderers paragraph 8;
- (b) We offer to supply, in conformity with the Tender Document, the following Goods and Related Services [Enter description of tender]
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, exclusive of VAT, is:

	<b>[ENTER THE CURRENCY]</b>
<b>TOTAL AMOUNT OF TENDER EXCLUDING VAT AND DISCOUNTS</b>	<b>[ENTER AMOUNT]</b>
<b>VAT PERCENTAGE (%)</b>	<b>[ENTER %]</b>
<b>VAT AMOUNT</b>	<b>[ENTER AMOUNT]</b>
<b>GRAND TOTAL INCLUDING VAT BUT EXCLUDING DISCOUNTS</b>	<b>[ENTER AMOUNT]</b>
<b>GRAND TOTAL OF ANY ALTERNATIVES INCLUDING VAT BUT EXCLUDING DISCOUNTS</b>	<b>[ENTER AMOUNT]</b>

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- (d) The discounts offered and the methodology for their application are:  
 .....  
 .....
- (e) Our tender shall be valid for the period .....**[insert validity period as specified in ITT 18.1]** days from the date fixed for the Tender submission deadline in accordance with the Tender Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We acknowledge that Attachment 1 to the Letter of Tender – Covenant of Integrity, forms part of this Letter of Tender.
- (g) If our tender is accepted, we commit to furnish a performance security in accordance with the Tender Document;
- (h) Our firm, including any subcontractors or suppliers and subsuppliers for any part of the Contract, have nationalities from eligible countries
- (i) We, including any subcontractors or suppliers and subsuppliers for any part of the Contract have no conflict of interest in accordance with ITT 4.3;
- (j) We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this Tendering process in accordance with ITT 4.3, other than alternative offers submitted in accordance with ITT 13;
- (k) We, including any of our subcontractors or suppliers for any part of the Contract, have not been declared ineligible by the Bank, under the Employer’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (l) We are not a government-owned entity **OR** We are a government entity but we meet the requirement stated in ITT 4.5 **[use one of the two options as appropriate];**
- (m) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tendering process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

(If no one has been paid or is to be paid, indicate “No One.”)

- (n) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us, until a formal Contract is prepared and executed.
- (o) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

<b>Name:</b>	
<b>In the capacity of:</b>	
<b>Signed:</b>	
<b>Duly authorised to sign the Tender for and on behalf of:</b>	
<b>Date:</b>	

## Attachment 1 to Letter of Tender – Covenant of Integrity

To: \_\_\_\_\_(*insert name of Purchaser*)\_\_\_\_\_

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners, consultants or sub-contractors, 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 tendering process or in the execution or supply of any works, goods or services for [*insert the name of the Contract*] (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 shall, for the duration of the tender process and, if we are successful in our tender, 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 subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any tendering process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;
- (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, are not prohibited from participation in a tendering procedure on the grounds of having been found by the final judgement of a judicial process or a finding by the enforcement (or similar) mechanism of another international organisation to have engaged in a Prohibited Practice;
- (iv) we, our subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council.

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

Name of Entity Required to be Disclosed	Reason Disclosure is Required <sup>1</sup>

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 the 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;

<sup>1</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 or agents commits any Prohibited Conduct in connection with the Tender for this Contract.

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(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;

(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 the Bank's resources** which means improper use of the Bank's resources, committed either intentionally or through reckless disregard;

(vi) an **obstructive practice** which means (i) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank's investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) 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 (v) 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.

Following the submission of our tender, we grant the project financier, the Bank and/or persons appointed by them, the right of inspection of our, and any proposed subcontractors, accounts and records and permission to have any such accounts and records audited by auditors appointed by the Bank, if required 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 performance of the Contract.

We further declare that no affiliate of the Employer is participating in our tender in any capacity whatsoever.

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