

## **Section V: Forms**

### **Letter of Tender (Technical and Financial Proposals)**

#### **Preamble**

A Participant shall prepare the Letter of Tender consisting of two separate parts, namely the Technical Proposal and the Financial Proposal, on stationery with its letterhead clearly showing the Participant's complete name and address.

The parts of the Letter of Tender may need to be amended and, where appropriate, shall be complemented by an Appendix to Tender, taking into account the model form of the Contract, included in Section VII, Contract Terms and Conditions.

If alternative proposals are permitted or invited by the Procurement Document, in the event that a Participant wishes to submit an alternative proposal the Participant shall use the same template of the Letter of Tender but shall include the wording "(ALTERNATIVE)" after the title. The same wording may be added to the standard text of the Letter of Tender, where appropriate.

Regardless of the model form of Contract used, the Covenant of Integrity must be attached to the Letter of Tender, Technical Proposal.

## Letter of Tender, Technical Proposal <sup>1</sup>

To: *[insert the Client's name]*

Dear Sir or Madam,

Re: Procurement Process: *[insert the reference]*

Contract: *[insert the title(s) of the contract(s) (lots), as appropriate, for which the Letter of Tender is submitted]*

Being duly authorised to represent and act on behalf of *[insert the Participant's name]*, we, the undersigned, declare that:

- (a) We have examined and have no reservations to the Procurement Document for the above referenced Procurement Process, including the addenda thereto issued in the course of the Procurement Process;
- (b) We offer to execute the above mentioned Contract in conformity with its terms and conditions;
- (c) We hereby submit our proposal in two separate parts, namely:
  - (i) Technical Proposal; and
  - (ii) Financial Proposal;
- (d) Our proposal shall be valid for a period of \_\_\_\_\_ *[insert the validity period in figures and words in accordance with the requirements of the Procurement Document]* days from the date of proposal opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We acknowledge that the Attachment to the Letter of Tender, Technical Proposal, namely the Covenant of Integrity, forms part of this Letter of Tender, Technical Proposal;
- (f) *[We also acknowledge that the Appendix to Tender forms part of the Letter of Tender, Technical Proposal;]*
- (g) We are eligible to be awarded Bank-financed contracts;
- (h) We, including our partners in the JVCA, if any, are not participating as a participant or as a partner in a JVCA in more than one proposal in the Procurement Process;
- (i) We declare that the following affiliates of the Client, the Borrower, or the Grant Recipient, as appropriate, or of a procurement agent, or consultant engaged by the Client in connection with the Procurement Process are participating in our submission<sup>2</sup>:

Name	Address	Role	Affiliation

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<sup>1</sup> The defined terms used in this Letter of Tender, Technical Proposal, have the same meaning as stated in the Procurement Document for the Contract

<sup>2</sup> If no affiliate of the Client or of a procurement agent, or consultant engaged by the Client in connection with the Procurement Process is participating in the submission, state "None"

However, we can demonstrate upon your request that there is not a significant degree of common ownership, influence or control between a Participant and the Client, the Borrower, or the Grant Recipient, as appropriate, or the procurement agent, or consultant engaged by the Client in connection with the Procurement Process;

- (j) We do not have any conflict of interest or an unfair competitive advantage in respect of the Procurement Process;
- (k) We have not engaged in Anti-Competitive Conduct during the Procurement Process. We furthermore represent that in the preparation of our proposal we have not received assistance from, or communicated with, any other participant that may influence or has influenced the Procurement Process, other than for the purpose of subcontracting a portion of the Contract and then only for the purposes of facilitating that particular subcontract;
- (l) To the best of our knowledge none of our Subcontractors has
  - (i) been declared ineligible pursuant to the Bank's Enforcement Policy and Procedures;
  - (ii) engaged in Anti-Competitive Conduct during the Procurement Process; or
  - (iii) a conflict of interest;
- (m) We understand that you are not bound to accept any proposal that you may receive.

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

## Letter of Tender, Financial Proposal <sup>3</sup>

Date: *[inset the date]*  
To: *[insert the Client's name]*

Dear Sir or Madam,

Re: Procurement Process: *[insert the reference]*  
Contract: *[insert the title(s) of the contract(s) (lots), as appropriate, for which the Letter of Tender is submitted]*

Being duly authorised to represent and act on behalf of *[insert the Participant's name]*, we, the undersigned, declare that:

- (a) We have examined and have no reservations to the Procurement Document for the above referenced Procurement Process, including the addenda thereto issued in the course of the Procurement Process;
- (b) We confirm and stand by our commitments, covenants and other declarations made in connection with the submission of our Letter of Tender, Technical Proposal, and the Covenant of Integrity *[, as well as the Appendix to Tender]*;
- (c) We offer to execute the above mentioned Contract for the total price, excluding any discounts offered in item (d) below, of: \_\_\_\_\_ *[enter figures and words]*;  
This total price *[insert "includes" or "excludes"]* VAT *[, as well as import levies and duties]*;
- (d) The discount offered by us is: \_\_\_\_\_ *[enter figures and words]* and the methodology for its application is \_\_\_\_\_;
- (e) Our proposal shall be valid for the period stated in the Letter of Tender, Technical Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We understand that our proposal, including the Technical Proposal and the Financial Proposal, 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;
- (g) We understand that if our proposal is determined to be the most economically advantageous, you may invite us for a contract finalisation meeting;
- (h) If our proposal is accepted, we commit to obtain a performance security in accordance with the Contract;

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<sup>3</sup> The defined terms used in this Letter of Tender, Financial Proposal, have the same meaning as stated in the Procurement Document for the Contract

- (i) We understand that you are not bound to accept the most economically advantageous proposal or any other proposal that you may receive; and
- (j) If awarded the Contract, the person named below shall act as our representative:  
\_\_\_\_\_.

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