**SECTION 1**

INSTRUCTIONS TO TENDERER

FOR

**THE SUPPLY AND DELIVERY OF MEDICINAL PRODUCTS FOR BRUNEI ENGINEERING, LOGISTICS AND TRAINING SOLUTIONS SDN BHD ONE PLUS ONE (1+1) YEARS**

TENDER BATCH:

**BELTS/MSC/PROC/MP/2024/11**

**SECTION 1**

**INSTRUCTIONS TO TENDERERS**

TABLE OF CONTENTS

[1 Introduction 3](#_Toc177741812)

[2 Definitions and Interpretation 3](#_Toc177741813)

[3 Eligibility 4](#_Toc177741814)

[4 Submission and Form of Tender 4](#_Toc177741815)

[5 Compliance with Instructions 6](#_Toc177741816)

[6 Validity Period 6](#_Toc177741817)

[7 Amendment or Addition to The Invitation To Tender 6](#_Toc177741818)

[8 Modification and Withdrawal of Tender Offer 7](#_Toc177741819)

[9 Tender Price 7](#_Toc177741820)

[10 Clarification Prior to Tender Closing Date 7](#_Toc177741821)

[11 Compliance with Technical Requirements 8](#_Toc177741822)

[12 Sub-Contractors 8](#_Toc177741823)

[13 Tender Closing Date 8](#_Toc177741824)

[14 Invalid Tender Offers And Alterations, Erasures Or Illegibility 8](#_Toc177741825)

[15 BELTS’ clarification of the Tenderer’s Offer 8](#_Toc177741826)

[16 Preparation of Tender 8](#_Toc177741827)

[17 Acceptance of Tender 9](#_Toc177741828)

[18 Performance Bond 9](#_Toc177741829)

[19 Specifications, Patterns, Samples or Artwork 9](#_Toc177741830)

[20 Confidentiality 10](#_Toc177741831)

[21 Publicity 10](#_Toc177741832)

[22 Intellectual Property and Ownership of Tender Documents 11](#_Toc177741833)

[23 Applicable Taxes 11](#_Toc177741834)

[24 Evaluation of Tender 11](#_Toc177741835)

[25 Enquiries of references and others 12](#_Toc177741836)

[26 Corrigenda to Invitation to Tender 12](#_Toc177741837)

[27 Canvassing 12](#_Toc177741838)

[28 Disclaimer 12](#_Toc177741839)

[29 Collusive Behaviour 12](#_Toc177741840)

[30 Bid Rigging 13](#_Toc177741841)

[31 No Inducement or Incentive 13](#_Toc177741842)

[32 Governing Law 13](#_Toc177741843)

1 INTRODUCTION

1.1 The purpose of this Invitation To Tender is to invite participation of Tenderers to submit their Tender Offers for “THE SUPPLY AND DELIVERY OF MEDICINAL PRODUCTS FOR BRUNEI ENGINEERING, LOGISTICS AND TRAINING SOLUTIONS SDN BHD ONE PLUS ONE (1+1) YEARS”.

2 Definitions and Interpretation

2.1 Throughout the Invitation to Tender and the Contract, unless the context otherwise requires, the following definitions shall apply:

* + 1. “**Closing Date**” meansthe closing date for this Tender;
    2. “**Invitation to Tender**” or “**ITT**” means the invitation to participate in this Tender to provide list of Goods as set out in **Section 2** (**Specifications and Requirements)** of this ITT and comprises all tender documents forwarded to the Tenderer with respect to this Tender and any other documents and forms enclosed;
    3. “**Contract**” means any resultant contract and its schedules between BELTS and the successful Tenderer, in the form substantially set out in **Section 4 (Contract)** of the ITT;
    4. “**Contractor**” means the successful Tenderer who has been awarded the Contract by BELTS;
    5. **“Goods”** means the list of goods as set out in **Section 2** (**Specifications and Requirements)** of this ITT to be supplied by the successful Tenderer;
    6. “**BELTS**” means Brunei Engineering, Logistics and Training Solutions Sdn Bhd (Company Registration No. AR/RC/2742) and shall include any officer authorised by Brunei Engineering, Logistics and Training Solutions Sdn Bhd to act on its behalf;
    7. “**Invitation to Tender**” or “**ITT**” means the invitation to participate in this Tender to provide list of Goods as set out in **Section 2** (**Specifications and Requirements)**;
    8. “**Services**” means the services to be provided by the successful Tenderer under the Tender Offer;
    9. “**Tender**” means the tender which forms the subject matter of this Invitation to Tender;
    10. “**Tenderer**” means a person or his permitted assigns tendering to provide the Services and shall be deemed to include two or more persons if appropriate;
    11. “**Tender Offer**” means a Tenderer’s offer which shall comprise of separate Technical Proposal and Commercial Proposal in the forms set out in **Section 3 (Tender Schedules**)of the ITTand in accordance with **Clause 4**,andall other documents submitted in connection therewith; and
    12. **“Validity Period”** means the time period during which a Tender Offer from Tenderer shall remain valid.
  1. Save as set out above, all other terms referred to in the ITT shall have the same meanings as those given in the Contract.
  2. Words importing the singular shall also include the plural and vice versa where the context requires, and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
  3. The headings in the ITT are for convenience of reference only and shall not be taken into consideration in the interpretation of construction of this Invitation to Tender.
  4. Unless otherwise provided, a reference to any statute or legislation shall be deemed to be a reference to such statute or legislation as amended from time to time and shall be deemed to include ay subsidiary legislation made thereunder.
  5. Any reference to “person” includes any natural person, company, association or body of persons, whether corporate or unincorporated.
  6. Any reference to “month” means a calendar month, and any reference to “day” means a calendar day.
  7. All references herein to clauses, unless otherwise expressly stated, are references to clauses numbers in these Instructions to Tenderers and not to those in any other document forming part of the Contract. Where a clause number is quoted, then reference is being made to the clause bearing that clause number and to all the sub-clauses, if any, under that same clause number.
  8. Where a clause or provision number is stated without a description of any document then it refers to the provision so numbered in the document where the reference appears.

1. Eligibility

* 1. Any person who is currently debarred from participating in BELTS or any public sector tenders is not eligible to participate in this Tender. If a Tender Offer is submitted without explicitly mentioning that the Tenderer is currently debarred, BELTS shall treat the submission of the Tender Offer an expressed continuing declaration by the Tenderer that the Tenderer is in fact eligible to participate in this Tender and, if such a declaration is discovered to be false, BELTS will be entitled to rescind the Contract entered into pursuant to such a Tender Offer, without BELTS being liable therefor in damages or compensation in respect thereof.
  2. Only companies which are registered with BELTS and licensed in accordance with the Medicines Order, 2007 are eligible to participate in this ITT and a copy of the registration/license **MUST BE** submitted with the Tender Offer under **Schedule 1 Information Summary** of **Section 3 (Tender Schedules**).

1. Submission and Form of Tender
   1. The Tender Offer shall comprise of two (2) parts – **Technical Proposal** and **Commercial Proposal**:

4.1.1 The **Technical Proposal** shall include all the technical information in the form set out in Schedule 1, 2, 3, 4 and 5.

; and

4.1.2 The **Commercial Proposal** shall include all the commercial information form set out in Schedule 6, 7, 8, 9 and 10.

* 1. Tenderers shall submit their Tender Offers in accordance with the modes of submission specified in this **Clause 4**. Failure to comply with the requirements may result in disqualification.
  2. The Tender Offer must be submitted as follows:
     1. One (1) sealed outer envelope containing:
        1. One (1) sealed envelope containing **Technical Proposal** and its soft copy in a USB pen drive as described in **Clause 4.4 and 4.7**; and
        2. One (1) sealed envelope containing **Commercial Proposal** and its soft copy in a USB pen drive as described in **Clause 4.5 and 4.7**.

4.4 The **Technical Proposal** must be submitted as follows:

4.4.1 To be placed in one (1) sealed envelope marked “TECHNICAL PROPOSAL” containing:

Physical copy:

* + - 1. One (1) original copy and one (1) duplicate copy of the Technical Proposal, clearly labelled at the top right-hand corner as ORIGINAL and DUPLICATE respectively;

Soft-copy in a USB pen drive:

* + - 1. PDF copy of the Technical Proposal documents; and
      2. Editable version of **Schedule 3 Technical Proposal - Details of Product Offered**.

4.4.2 The Technical Proposal **MUST NOT** contain any commercial information and any details which may identify the Tenderer (e.g. company name, logo, stamp, etc.) except for the cover page. The editable version of **Schedule 3 Technical Proposal – Details of Product Offered** must be filled in the excel spreadsheet and saved in the USB pen drive together with the PDF copy of the Technical Proposal.

4.4.3 Materials such as published articles, brochures and pamphlets submitted which form part of the Technical Proposal must be securely packaged with the Technical Proposal.

4.5 The **Commercial Proposal** must be submitted as follows:

4.5.1 To be placed in one envelope marked “COMMERCIAL PROPOSAL” containing:

Physical copy:

* + - 1. One (1) original copy and one (1) duplicate copy of the Commercial Proposal, clearly labelled at the top right-hand corner as ORIGINAL and DUPLICATE respectively;

Soft-copy in a USB pen drive:

* + - 1. PDF copy of the Commercial Proposal documents; and
      2. Editable version of **Schedule 6 Commercial Proposal – Schedule of Prices**.

4.5.2 The Commercial Proposal **MUST NOT** contain any technical information. For the physical original copy, all pages of the Commercial Proposal must bear the official seal or rubber stamp and initialed by the Tenderer. The editable version of **Schedule 6 Commercial Proposal – Schedule of Prices** must be filled in the excel spreadsheet and save in the USB pen drive together with the PDF copy of the Commercial Proposal.

* 1. All documents and materials must be submitted at the same time.
  2. All soft copy of Technical and Commercial Proposal must be saved in separate USB pen drives. The document or filename shall clearly indicate the subject of the document. The USB pen drive is to be placed in the outer sealed envelope and labelled with Tenderer’s name and Tender reference.
  3. All Tender Offers must comply the following requirements:
     1. the Tender Offer must be in English;
     2. prices stated must be stated in Brunei Dollars (BND) and should not be more than two (2) decimal places; Tier pricing will not be accepted;
     3. each page must be numbered consecutively;
     4. the pages must be A4 in size or, where necessary, A3 folded in half;
     5. the Tender Offer must be bound in a form which does not facilitate replacement of pages (i.e., loose-leaf binding is not acceptable);
     6. all corrections must be initialed by the authorized representative of the Tenderer.
  4. The sealed outer envelope:
     1. shall not bear the name and address of the Tenderer;
     2. shall have on the top left-hand corner, the Tender reference number, and the Closing Date and time of the Tender; and
     3. shall bear the description of the Tender, namely:

**THE SUPPLY AND DELIVERY OF MEDICINAL PRODUCTS FOR BRUNEI ENGINEERING, LOGISTICS AND TRAINING SOLUTIONS SDN BHD ONE PLUS ONE (1+1) YEARS**

**(Tender Batch: BELTS/MSC/PROC/MP/2024/11).**

4.10 Physical submissions of the Tender Offer must be delivered to the following address:

Brunei Engineering, Logistics and Training Solutions Sdn Bhd

Level 5, Setia Kenangan Complex

Kampung Kiulap  
Bandar Seri Begawan BE1518  
Negara [Brunei Darussalam](http://www.lonelyplanet.com/brunei-darussalam)

**BELTS Tender Box**

4.11 If the Tender Offer is too bulky and cannot fit through the tender box slot, the Tenderer may contact the Purchasing and Tender Administration Department at 2242 700 ext 125/145/155/165 to arrange for an alternative mode of submission or press the doorbell at the left entrance for assistance during office hours 8:30am – 11:30am and 2:00pm – 4:00pm from Monday to Thursday and 8:30am – 11:30am and 2:30pm – 4:00pm for Friday.

4.12 Submission of the Tender Offer by telex, telegram or facsimile is **NOT** permitted.

4.13 BELTS reserves the right to reject a Tender Offer which was not submitted in accordance with the mode and manner of submission specified in the Instructions to Tenderer.

1. Compliance with Instructions
   1. Tender Offers will be accepted only if submitted according to the instructions contained therein. Any Tender Offer which attempts to vary any of the terms or requirements in the ITT is liable to be rejected.
2. Validity Period
   1. Tender Offers submitted shall remain valid for acceptance for a Validity Period of **twelve (12) months** from the Closing Date of Tender, unless extended at the request of BELTS for such further period as separately agreed in writing between BELTS and the Tenderer.

1. Amendment or Addition to The Invitation To Tender
   1. BELTS reserves the right to issue amendments or additions to these ITT at any time before the Closing Date. Any such amendment shall be numbered, dated and issued by BELTS. Where the amendment is significant, BELTS may at its discretion extend the Closing Date.
   2. BELTS will endeavour to notify all Tenderers in writing of any such amendment or additions by forwarding such amendments or additions to the Tenderers’ address as advised by the Tenderer in the **Appendix 2 - Tender Response Form**. It is the condition of this ITT that any amendment or addition forwarded by BELTS to the Tenderer in accordance with this clause shall be deemed to have been duly given if forwarded to such address.
2. Modification and Withdrawal of Tender Offer
   1. Tenderers are advised to study the ITT very carefully before finalising their Tender Offer for submission. The onus is on the Tenderer to ensure that an accurate and complete Tender Offer is submitted.
   2. In the event that the Tenderers have submitted its Tender Offer and wishes to modify or make amendment to the submitted Tender Offer, the Tenderers **may re-submit** the Tender Offer **prior to the** **Closing Date** where BELTS shall only take such Tender Offer submission based on the latest submission date received by BELTS.
   3. Tenderers may withdraw their Tender Offer prior to the Closing Date by giving notice to BELTS at least **seven (7) calendar days** prior to the Closing Date.
   4. No Tender Offer may be withdrawn after the Closing Date. Any Tenderer who attempts to do so may, in addition to any remedy available to BELTS, be liable to be debarred from future BELTS tenders.
3. Tender Price
   1. All prices quoted in the Tender Offer should be a schedule of rates in Brunei Dollars and shall be all-inclusive price (i.e. CIF price, inclusive of all customs duties and taxes payable whether in or outside Brunei Darussalam) of the Goods. In addition, a price breakdown of each item shall be included in the Tender Offer.
   2. Any discrepancy in prices stated in the Tender Offer shall be the sole responsibility of the Tenderer and any request for variation/cancellation of quotes after submission of the Tender Offer will not be considered.
   3. The Tenderer shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of the price quoted for the provision of the Services.
   4. Pursuant to Clause 8.2 above, BELTS may under its sole discretion, request the Tenderer to provide clarification on the discrepancy in prices and where applicable, to rectify the same. The clarification and correction of tender prices shall be provided to BELTS in writing and initialled by the Tenderer.
   5. If the Tenderer fails to provide the correction of tender prices as requested by BELTS and/or fails to do so within the timeframe set by BELTS, such Tender Offer shall be deemed to have been withdrawn by the Tenderer.
4. Clarification Prior to Tender Closing Date
   1. Tenderer seeking clarification of any of the requirements of this ITT prior to the Closing Date may do so in writing in the format set out in **Appendix 3 – Tender Clarification Form** hereto and submit to the email address below:

Email address:      [tender@belts.com.bn](mailto:tender@belts.com.bn)

* 1. Requests for clarification must be submitted not later than **five (5) working days before** the Closing Date of this Tender.
  2. BELTS will endeavour to provide any clarification as soon as possible no later than three (3) working days after the closing date for submission of clarification requests. Each request for clarification (without any details as to who they are from), together with relevant clarification, shall be distributed to all Tenderers.

1. Compliance with Technical Requirements
   1. The Services offered pursuant to a Tender Offer shall conform with or exceed those specifications stated in **Section 2 (Specifications and Requirements)** of this Tender.
   2. The Tenderer shall provide explicit responses of compliance or non-compliance with any other technical requirements enclosed in the ITT.
2. Sub-Contractors
   1. To assist BELTS in its evaluation of any Tender, where a Tenderer proposes to sub-contract any of its obligations under the Contract, the Tenderer shall state the name and address of each sub-contractor and the extent of the work to be carried out by the sub-contractor.
   2. In addition, the Tenderer shall provide information about each sub-contractor by completing **Schedule 2 Technical Proposal – Sub-Contractors**.
3. Tender Closing Date
   1. The Closing Date of this Tender shall be **Wednesday, 6th November 2024 not later than 9:00 am (Brunei Local Time).**
   2. All Tender Offers shall be lodged on or before the Closing Date in accordance with these Instruction to Tenderers.
   3. A Tender Offer lodged or received by BELTS after the Closing Date shall be disqualified.
4. INVALID TENDER OFFERS AND ALTERATIONS, ERASURES OR ILLEGIBILITY
   1. Incomplete Tender submissions and/or Tender submissions received after the Closing Date shall be invalid.
   2. Except for amendments to the entries made by the Tenderer himself which are initialled by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers that are not clear and legible are liable to be rejected.
5. BELTS’ clarification of the Tenderer’s Offer
   1. If BELTS requests for clarification on any aspect of the Tenderer’s Offer after the Closing Date, the Tenderer shall provide full and comprehensive responses within three (3) working days from the date of the BELTS’ request.
6. Preparation of Tender
   1. By submitting a Tender Offer, a Tenderer shall be deemed to have acknowledged and agreed that it has done so on the basis that it has the necessary skill, knowledge and experience to provide the Services.
   2. Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tender Offer, including but not limited to the ITT.
   3. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender Offer and all other stages of the selection and evaluation process. Under no circumstances will BELTS, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.
   4. BELTS relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
   5. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the Services and their Tenders, without reliance upon any opinion or other information provided by BELTS or their advisers and representatives.
7. Acceptance of Tender
   1. BELTS shall be under no obligation to accept the lowest price or the whole or part of any Tender Offer.
   2. BELTS reserves the right, unless the Tenderer expressly stipulates to the contrary in its Tender Offer, of accepting such portion of any Tender Offer as BELTS may decide, and the applicable prices shall be adjusted in accordance with the schedule of prices set out in the Tender Offer.
   3. The Tenderer in submitting the Tender Offer undertakes that in the event of the Tender Offer (whether the whole or part thereof) being accepted by BELTS and BELTS confirming in writing such acceptance to the Tenderer (“**Letter of Award**”), the Tenderer shall within seven (7) working days of being called upon to do so by the BELTS execute a contract with BELTS in substantially the form set out in **Section 4 (Contract)**. This Contract may be subject to some amendments at BELTS’ sole discretion. However, BELTS will not under any circumstances entertain any request by the successful Tenderer to amend or vary any part of the Contract.
   4. Failure to sign the Contract may result in the award to the successful Tenderer to be revoked.
   5. At the election of BELTS and upon written notice by BELTS, this ITT (including the Tender Offer and the Letter of Award) shall constitute a binding contract enforceable against the Tenderer pending execution of the Contract by the Tenderer.
   6. The Letter of Award shall be issued to the successful Tenderer as given in this Tender Offer. Such issuance of the Letter of Award may be submitted via e-mail, by hand or by post.
   7. Only successful Tenderers shall be informed on the outcome of the Tender award.
8. Performance Bond
   1. The successful Tenderer shall, if required by BELTS, provide a Performance Bond in accordance with the Contract.
9. Specifications, Patterns, Samples or Artwork

19.1 Samples of each of the Goods relating to a Tender Offer must be submitted together with the Submission of Sample Form (in the form set out in **Schedule 4 Technical Proposal – Sample Submission Form** to the Procurement Unit at the State Medical Store at the address stated below upon submission of the Tender Offer. For the avoidance of doubt, this requirement applies to ALL Tenderers including Tenderers who are not registered or resident in Brunei Darussalam.

State Medical Store

Simpang 433, Rimba Highway,

Kg Madaras, BE3119

Brunei Darussalam

Attn: Procurement Unit – Medical Supply Chain

* 1. Samples must be submitted in full packaging for **each of the item quoted** (e.g. samples of different sizes for different quantities). Samples submitted shall be identical in packing and manufacture to the Goods to be offered by the Tenderer and in untampered original pack including package insert. Samples shall be labelled with the tender reference number, corresponding item number listed in the Tender, Tenderer’s name and Sample Reference Number (for office use).
  2. Failure by the Tenderer to submit the samples as required by this **Clause 19** may result in the Tender being excluded from further consideration otherwise agreed by the evaluation committee.
  3. The Tender Offer and all supporting technical data and all documentation to be supplied by the Tenderer shall be written in the English language or accompanied by an English translation of it certified as accurate by an office of the Tenderer. In case of conflict and unless the Tenderer otherwise specifies, the English language version of any such document shall prevail.
  4. The Tenderer shall ensure that its personnel are proficient in both written and spoken English for the purposes of performing the Tenderer’s obligations under the Contract.

1. Confidentiality
   1. The contents of the ITT are being made available by BELTS on the condition that:
      1. The Tenderer shall at all times treat the contents of the ITT and any related document (collectively referred to as the “**Information**”) as confidential, save insofar as they are already in the public domain;
      2. The Tenderer shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
      3. The Tenderer shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
      4. The Tenderer may disclose, distribute or pass any of the Information to their advisers, sub-contractors or to another person provided that either:
         1. This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person was the Tenderer; or
         2. The Tenderer obtains the prior written consent of BELTS in relation to such disclosure, distribution or passing of Information; or
         3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to this ITT or any procurement arising from it; or
         4. The Tenderer is legally required to make such a disclosure.
   2. BELTS may require an unsuccessful Tenderer to return any Information to BELTS, including any specification, plans, drawing, patterns or instructions issued by BELTS. BELTS may also require a Tenderer to enter into a separate non-disclosure agreement between the Tenderer and BELTS.
2. Publicity

21.1 Tenderers must not make any public statement about the Tender or any aspect of the Tender, including the ITT, without the prior written consent of BELTS.

1. Intellectual Property and Ownership of Tender Documents
   1. All intellectual property rights in the ITT and all materials provided by BELTS or its professional advisers in connection with the ITT are and shall remain the property of BELTS and/or its professional advisers.
   2. All documents submitted by the Tenderer in response to the ITT shall become the property of BELTS. However, intellectual property in the information contained in a Tender Offer submitted by the Tenderer shall remain vested in the Tenderer.
   3. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Tenderer and BELTS.
2. Applicable Taxes
   1. The prices are to be quoted inclusive of all taxes. The Tenderer shall in the quote breakdown all applicable taxes.
   2. BELTS is entitled to deduct from any payments to the successful Tenderer any withholding taxes that may be imposed under any applicable laws and regulations.
3. EVALUATION OF TENDER
   1. Evaluation Objective
      1. BELTS will endeavour to evaluate the Tender Offers from Tenderers in a fair and proper process. Tenderers must note that BELTS will award the Contract to the Tenderer whose Tender Offer represents the best value for money to BELTS. Price is considered in conjunction with technical conformance.
      2. The Tender Offer will be evaluated based on two (2) separate aspects, namely:
4. Technical Evaluation; and,
5. Commercial Evaluation.
   1. Evaluation Process
      1. The assessment of the Tenderer’s Tender Offer shall be based collectively on the documents submitted, written request for clarification requests from BELTS and/or any clarification meetings conducted as part of the evaluation process. The due evaluation process is carried out in an effort to maintain a fair comparison and evaluation of the Tender Offers submitted.
   2. Shortlisting
      1. BELTS reserves the right to shortlist Tenderers and give those shortlisted the opportunity to submit new or amended Tender Offers on the basis of BELTS’ revised requirements (if any), in accordance with a common deadline to be notified to the shortlisted Tenderers.
   3. The Tender Offers received based on the revised requirements (if any) shall form the basis of the final tender evaluation. The Tender Offers received in the final round shall be complete and comprehensive and shall override all Tender Offers previously submitted by any shortlisted Tenderer. All Tender Offers received in previous rounds shall be treated as lapsed and without effect. The new or amended Tender Offers shall not make references to previous Tender Offers. Such final Tender Offers shall be submitted in accordance with these Instructions to Tenderer.
6. Enquiries of references and others
   1. Tenderers should note that BELTS may make enquiries of any person, company or organization to ascertain the suitability of the Tender Offer and the Tenderer.
   2. This may include, but is not limited to, the confirmation of any information provided in the Tender Offer. Should BELTS decide to approach a current or former customer of the Tenderer that has not been included in the list of references, BELTSwill notify the Tenderer of such action.
   3. Information obtained pursuant to these enquiries an information supplied by references and other persons may be taken into account by BELTS when evaluating Tender Offers.
7. Corrigenda to Invitation to Tender
   1. BELTS reserves the right to, without the consent of any person, amend any terms in, or to issue supplementary terms to, or to withdraw all or any part of the ITT at any time prior to the Closing Date.
8. Canvassing
   1. Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of BELTS concerning this ITT or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Tenderer or the Tender will be disqualified.
9. Disclaimer
   1. Whilst the information in the ITT has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
   2. This ITT may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. BELTS shall not be liable to any Tenderer for any information in the ITT which is incomplete or inaccurate.
   3. Neither BELTS nor their advisors, nor their respective directors, officers, members, partners, employees, other staff nor agents:
      1. any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
      2. accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
10. Collusive Behaviour
    1. Any Tenderer who:
       1. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
       2. communicates to any party other than BELTS the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
       3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
       4. enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
       5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission; shall (without prejudice to any other civil remedies available to BELTS and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.
11. BID RIGGING
    1. Bid rigging is prohibited under Section 11 of the Competition Order 2015 issued by Ministry of Finance and Economy.
    2. Successful Bidder shall not award any part of its work to the same bidder who has participated in the same Tender or to companies who has the same shareholder(s) with the company that has participated in the same Tender. BELTS reserves the right to reject entry of subcontractors who has direct or indirect connection with the successful Tender such as common shareholder.
12. No Inducement or Incentive
    1. The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into any other contractual agreement.
13. Governing Law
    1. This ITT and the Tender process, all Tender Offers submitted pursuant to this ITT and the Contract shall be subject to, governed and interpreted in accordance with by the laws of Brunei Darussalam.