

BRAHMAPUTRA PETROCHEMICAL COMPLEX

INSTRUCTIONS TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS (ITB)

GENERAL

1. SCOPE OF BID

- 1.1. The Employer / Purchaser / Owner as defined in the General Conditions of Contract, hereinafter "Owner / BCPL" wishes to receive bids as described in the RFQ Documents.
- 1.2. SCOPE OF BID: The scope of work shall be as defined in MR.
- 1.3. The successful bidder will be expected to complete the Scope of Bid within the period stated in Request for Quotation (RFQ)
- 1.4. Throughout this RFQ Documents, the term "RFQ" "bid" and "tender" and their derivatives ("Vendor/bidder/tenderer", "Bid/tendered/tender", "bidding/tendering", RFQ Document / Bidding Document etc.) are synonymous, and day means calendar day. Singular also means plural.

2. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid, and Owner/ EIL will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

PREPARATION OF BIDS

3. LANGUAGE OF BID

- 3.1. The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner /EIL shall be in English Language alone provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 3.2. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.

4. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following:

- 4.1. **Envelope- I:** Pasted with relevant Cut Out Slip enclosed with the RFQ Document
- 4.1.1. Part – I: Techno-commercial/Un-priced Bid signed by authorised person on each page(to be furnished in one original and four copies) and shall contain the following:
 - a. Covering letter.
 - b. Power of Attorney in favour of person (s) signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
 - c. Price Schedule with prices blanked out mentioning "Quoted / Not Quoted" against each item along with other details like rate of taxes and duties considered, etc.
 - d. Certificate of Non-Involvement of Agent as per Format F-2, if there is no Agent / Consultant / retainer / Associate is involved.

- e. Proforma for details of Indian Agents as per Format F-3 if Agent/Consultant/Retainer/ Associate is involved.
- f. Declaration as per Format F-4.
- g. No Deviation form as per Format F-6.
- h. Any other information/ details required as per RFQ Documents.

Note: All pages of the bid are to be signed and sealed by authorised person of the bidder.

4.2. **Envelope II:** Pasted with relevant Cut Out Slip enclosed with the RFQ Document

- 4.2.1. Part – II shall contain one original and one copy of Price Schedule duly filled in, signed and stamped on each page without any overwriting or hand corrections using correction fluid.

5. BID PRICES

- 5.1. The bidder shall indicate on the appropriate format for “Price Schedule” enclosed as part of RFQ Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

- 5.1.1. Within the contractual delivery period, if any new taxes and/or duties come into force from the Central/State Government Authority, the same will be reimbursed to bidder against documentary evidence.

- 5.2. Price quoted by the bidder, shall remain firm, fixed, and valid until completion of the contract performance and will not be subject to any variation, except statutory variation pursuant to relevant provisions in clause 5.6.3 & 5.6.4.2 below.

- 5.3. The bidder shall quote the price for item in the Price Schedule after careful analysis of cost involved for the performance of complete work considering all parts of the RFQ Documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GCC, SCC or any other part of RFQ Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

- 5.4. Bidder to consider Merit rate of custom duty. However, in case bidder is allowed, vide any other notification, a lower rate of custom duty than Merit rate of customs duty for import of materials and components viz. plates/coils, welding material, etc., in such case bidder may consider the same and quote accordingly. Bidder shall ascertain the applicable rate of customs duty and shall be solely responsible towards applicability and correctness of such rates. The evaluation and ordering shall be carried out based on the rates of customs duty considered by the bidder. The bidder(s) must indicate quantity, CIF value & rate of custom duty considered in the Price Schedule.

If bidder has considered Customs Duty for import contents other than the Merit Rate of Customs Duty in their offer, then statutory variation on the Customs Duty will be payable extra on the Merit Rate of Custom Duty or the rate of Custom Duty considered by the bidder, whichever is lower.

- 5.5. Owner will issue concessional form for CST only. No concessional form shall be issued for VAT.

5.6. **Indian Bidders shall indicate the following as per Price Schedule :**

- 5.6.1. FOT despatch Point price of item including packing & forwarding, (such price to include fabrication /manufacturing of item, all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection testing etc.) but excluding applicable taxes and duties on finished goods.
- 5.6.2. Separate and clear break-up of Transportation Charges upto the site including Octroi/Entry Tax but excluding service tax. Transit Insurance and Road permit is to be arranged by Owner.
- 5.6.3. Excise Duty including Cess, CST (with concessional form) and VAT (without concessional form) which will be applicable on the finished goods and Service Tax including Cess applicable on Transportation Charges, if this contract is awarded. The statutory variation in

Excise duty including Cess, CST and VAT on finished goods and Service Tax including Cess applicable on Transportation Charges, within the contractual delivery period shall be to Owner's account against submission of the documentary evidence. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account. Any decrease in the rate of taxes & duties shall be passed on to the Owner.

5.6.4. Bidder shall indicate the following separately.

5.6.4.1. CIF value of import for raw material and components incorporated or to be incorporated in the goods. The bidder shall provide description of such material, quantity, rate, value etc.

5.6.4.2. Customs duty (rate) considered on above CIF value of import for raw material and components. The statutory variation in Customs duty, on CIF value indicated as per Clause 5.6.4.1 above, within the contractual delivery period shall be to Owner's account against submission of the documentary evidence. However, any increase in the rate of Customs duty beyond the contractual completion period shall be to bidder's account. Any decrease in the rate of Customs duty shall be passed on to the Owner.

5.7. **Foreign Bidders shall indicate the following as per Price Schedule:**

5.7.1. Bidders shall submit their prices on FOB –International Port of Shipment basis and also quote for Ocean Freight charges upto the port of entry- Kolkata (India) as detailed out in the price schedule.

5.7.2. The request for different price basis is merely to facilitate the comparison of bids and will not in any way limit Owner's right to contract on different terms.

5.7.3. Owner/EIL reserves the right to place the order on any of the above specified price basis. In case of award, initially the purchase order (PO) shall be placed on FOB basis and Owner reserves the right to convert the same to CFR basis within 45 days from placement of order. Therefore, the Ocean Freight Charges/ CFR prices should be valid for additional 45 days from the date of PO.

5.7.4. FOB Prices quoted shall be inclusive of all applicable taxes, packing & forwarding etc. applicable upto FOB – International Port of shipment.

6. BID CURRENCY

6.1. Indian bidders may submit bid in Indian Rupees or in USD / Euro and receive payment in such currency.

6.2. Foreign bidders may submit bid in the home currency of bidder's country or USD /EURO.

6.3. A bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 6.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.

6.4. Currency once quoted will not be allowed to be changed. Owner/EIL shall not be compensating for any exchange rate fluctuation.

7. PERIOD OF VALIDITY OF BIDS

7.1. The bid shall remain valid for acceptance for Four (4) months from the final bid due date. Owner/EIL shall reject a bid valid for a shorter period being non-responsive.

7.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Owner/EIL may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/post/e-mail).

8. ZERO DEVIATION

Bidder to note that this is a ZERO Deviation RFQ Document. Owner/EIL will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB,

Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer. Bidders may note that no technical and commercial clarifications will be sought for after the receipt of the bid. Bids having deviation(s) to the bid conditions shall be liable for rejection without any post bid reference to the bidder.

9. AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES

9.1. Brahmaputra Cracker and Polymer Ltd. would prefer to deal directly with the manufacturers/ principals abroad without involving any Indian Agent. But in case they decide to have their Agent/Consultant/ Representative/Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/ Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/Consultant/ Representative/ Retainer/ Associate in India.

9.2. In the event bidder is having as Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Consultant/ Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative/ Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant/ Representative/Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to Owner Such remuneration/commission will be paid by Owner in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of Brahmaputra Cracker And Polymer Ltd. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) Name, address and precise relationship between the foreign manufacturer/principal and their Agent/Consultant/ Representative/Retainer/Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/ Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee.
- (iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ Associate in India. Permanent income tax account number of foreign supplier.
- (v) All services to be rendered by the Agent/ Consultant/ Representative / Retainer/Associate.

Note: Tenders which do not comply with the above stipulations are liable to be ignored.

9.3. Overseas bidder should send their bids directly. Bids sent through Agent/ Consultant /Representative / Retainer /Associate will not be recognized. Agent/ Consultant/ Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to purchase bidding documents and attend bid opening provided such as Agent/ Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as purchase of RFQ Documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to Owner/EIL in advanced for scrutiny and acceptance or otherwise.

- 9.4. Payments to Indian agents shall be remitted only after getting proof of registration with RBI, New Delhi.

SUBMISSION OF BIDS

10. SEALING AND MARKING OF BIDS

- 10.1. Bid shall be submitted in the following manner in separate sealed envelopes pasted with relevant cut-out slip enclosed with the RFQ Document

Part-I – Techno-commercial / un-priced bid (1 Original + 4 Copies)

Part-II - Priced Bid (Original + 1 Copy)

- 10.2. Techno Commercial Un-priced Bid: (Part I) Original Bid of Techno-commercial Un-priced Bid shall be sealed in one separate envelope super scribing "Techno-Commercial Un-Priced Bid for Brahmaputra Cracker and Polymer Ltd" "Original". Each of five copies of Techno-Commercial un-priced Bid shall be sealed in separate envelopes super scribing "Techno-Commercial Un Priced Bid for Brahmaputra Cracker and Polymer Ltd." "Copy". All these five envelopes (1 original + 4 copies) shall be sealed in one separate envelope super scribing "Techno – Commercial Un- Priced Bid for BRAHMAPUTRA CRACKER AND POLYMER containing One Original + four copies".

- 10.3. Price Bid: (Part II) Original Price Bid and one copy shall be sealed in separate envelope super scribing "Price Bid for Brahmaputra Cracker and Polymer Ltd" "Original" or "Copy" as the case may be. The envelopes (one original + one copy) shall be sealed in separate envelope super scribing "Price Bid for Brahmaputra Cracker and Polymer Ltd. (One Original + One Copy)" "Not to Open along with Techno – Commercial Un-Priced Bid".

- 10.4. Both the envelopes containing Techno-Commercial un-priced Bids & Price Bids shall further be sealed in one outer envelope super scribing "Bid for Brahmaputra Cracker and Polymer Ltd.", Bid Document Number and shall be addressed to AGM (C&P) at address mentioned in the cut out slip.

- 10.5. Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

- 10.6. If the outer envelope is not sealed and marked as above, the Owner will assume no responsibility for the misplacement or premature opening of the bid.

11. DEADLINE FOR SUBMISSION OF BID

- 11.1. The Bid must be received by Consultant at the address as specified in RFQ / CUT OUT SLIPS no later than the time and date as specified in RFQ.

- 11.2. The Owner / EIL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have purchased the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Owner /EIL and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

12 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 12.1 Any bid received after the deadline for submission of bid prescribed pursuant to clause 11 of ITB will be declared "Late" and rejected and shall be returned unopened to the bidder.

- 12.2 Unsolicited bids or bids being submitted to address other than one specifically stipulated in the bid documents will not be considered for opening / evaluation / award and will be returned to such bidders.

BID OPENING AND EVALUATION

13 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the Owner/EIL in any manner in respect of bid evaluation or award will result in the rejection of that bid.

14 CONTACTING THE OWNER/ OWNER REPRESENTATIVE

14.1 From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the Owner for any matter relating to the bid it should do so in writing.

14.2 Any effort by a bidder to influence the Owner/EIL in any manner in respect of bid evaluation or award will result in the rejection of that bid.

15 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

15.1 The Owner/EIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

15.2 Prior to the detailed evaluation, the Owner/EIL will determine whether each bid is of acceptable quality, is generally complete and is responsive to the RFQ Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the RFQ Documents without deviations, objections, conditionality or reservations.

15.3 No deviation, whatsoever, is permitted in the RFQ Documents and the price bids of those bidders whose bid contains any exception to the conditions and stipulations of the RFQ Documents shall be liable for rejection.

15.4 The Owner/EIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner/EIL, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

16 PRICE BID OPENING

16.1 The Owner/EIL shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

16.2 The Owner/EIL will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening register evidencing their attendance.

16.3 The bidder's name, prices, and such other details as the Owner/EIL, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

17 ARITHMETIC CORRECTIONS

17.1 The bids will be checked for any arithmetic errors as follows.

17.1.1 Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and

17.1.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall prevail and the total price shall be corrected.

18 CONVERSION TO SINGLE CURRENCY

To facilitate evaluation and comparison, the Owner/EIL will convert all bid prices quoted in various currencies (in which the bid price is payable) to single currency and that will be Indian Rupees only, at the Bills selling exchange rate published by the State Bank of India on one day prior to the price bid opening date.

19 PRICE EVALUATION AND COMPARISON OF BIDS

19.1 The lowest evaluated bid shall be considered for award of order on itemwise basis. The evaluated price shall be derived by taking the following into account:

i. Where only Indian Bidder are under Comparison

1	FOT Despatch Point price including Packing and Forwarding.	As quoted
2	ED & Cess applicable on the finished goods	As Applicable
3	CST (with concessional form) / LST/ VAT(without concessional form) on the finished goods	As Applicable
4	Transportation Charges upto site	As quoted
5	Service Tax including Cess applicable on the Transportation Charges upto site.	As Applicable
6	Total Supply Price Upto Site.	1+2+3+4+5
7.	Price for Site Work / Supervision (If Applicable as per MR)	As quoted
8.	Service Tax Including Cess applicable on price for Site Work	As Applicable
9.	Total Site Work / Supervision Prices	7+8
10	Technical loadings, if any	
11	Commercial loadings , if any	
12	Total Comparable Price	6+9+10+11

ii. Where only Foreign Bidder are under Comparison

1	FOB Price	As quoted
2	Ocean Freight Charges upto Kolkata (India) Port	As quoted

Note: In case firm freight not quoted by a vendor, loading shall be based on max. freight quoted by other vendor from that region and in case there is no other offer from that region, loading will be based on estimation by EIL/ Owner.

3	Total Supply Price	1+2
4	Price For Site Work / Supervision (If Applicable as per MR)	As quoted
5.	Service Tax Including Cess applicable on price for Site Work	As Applicable
6	Total Site Work / Supervision Prices	4+5
7	Technical loadings, if any	
8	Commercial loadings , if any	
9	Total Comparable Price	3+6+7+8

iii. Where Both Indian & Foreign Bidder are under Comparison

a. Indian Bidder

1	FOT Despatch Point price including Packing and Forwarding.	As quoted
2	ED & Cess applicable on the finished goods	As Applicable
3	CST (with concessional form) / LST/ VAT(without concessional form) on the finished goods	As Applicable
4	Total Supply Price	1+2+3
5	Price For Site Work / Supervision (If Applicable as per MR)	As quoted
6	Service Tax Including Cess applicable on price for Site Work.	As Applicable
7	Total Site Work / Supervision Prices	5+6
8	Technical loadings, if any	
9	Commercial loadings , if any	
10	Total Comparable Price	4+7+8+9

b. Foreign Bidder

1	FOB Price	As quoted
2	Ocean Freight Charges upto Kolkata (India) Port	As quoted

Note: In case firm freight not quoted by a vendor, loading shall be based on max. freight quoted by other vendor from that region and in case there is no other offer from that region, loading will be based on estimation by EIL/ Owner.

3	Sub-Total (CFR)	1+2
4	Marine Insurance	1 % of FOB price quoted
5	Sub-Total (CIF)	3+4
6	Landing Charges including Custom Clearance, and Port handling Charges	1% of 5 (CIF)
7	Sub-Total	(5+6)
8	Custom duty	As Applicable
9	Countervailing Duty (CVD) plus education cess	As Applicable
10	ED-Cess	As Applicable
11	Addl. SAD	As Applicable
12	Total Supply Price	7+8+9+10+11
13	Price For Site Work / Supervision (If Applicable as per MR)	As quoted
14	Service Tax Including Cess applicable on price for Site Work	As Applicable
15	Total Site Work / Supervision Prices	13+14

16	Technical loadings, if any :	
17	Commercial loadings, if any	
18	Total Comparable Price	12+15+16+17

19.2 Comparison of Prices:

Comparison shall be made among the total comparable prices for each item and whichever bidder is lowest for a particular item shall be considered for ordering.

19.3 Owner/consultant reserves their right to allow Purchase preference to Indian Central Public Sector Undertaking/Enterprises as per Government of India guidelines in vogue at the time of price bid opening shall be considered for evaluation of the Price Bids.

20 OTHER CRITICAL POINTS FOR EVALUATION OF OFFER ARE AS UNDER:

The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc.

AWARD OF CONTRACT

21 AWARD OF WORK.

The Owner/EIL will award the contract to the successful bidder (s) whose bid has been determined to be substantially responsive, and/or have been determined as a lowest bid on least cost basis to Owner and is determined to be qualified to satisfactorily perform the Contract.

22 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

The Owner/EIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Owner/EIL's action.

23 NOTIFICATION OF AWARD

23.1 Prior to the expiration of period of bid validity Owner /EIL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

23.2 The Delivery Schedule shall commence from the date of notification of award / Fax of Intent (FOI).

23.3 Award of Contract/Order will be by issuing Fax of Intent (FOI) of your bid. FOI will contain price, delivery and other salient terms of bid and RFQ Document.

Bidder will be required to confirm receipt of the same by returning "Copy of the FOI" duly signed and stamped by the bidder as a token of acknowledgement to Owner and EIL. On receipt of acknowledgement without any deviation / condition, detail Purchase Order / Contract will be issued in quadruplicate. Three copies of the same without any condition / deviation will be returned duly signed and stamped by the bidder as a token of acknowledgement to Owner and EIL.

24 PERFORMANCE GUARANTEE

24.1 In accordance with Clause No. 12 of GCC-Goods bidder will provide Performance Guarantee of appropriate value within 15 days of receipt of FOI from the Owner. The Performance Guarantee shall be in form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee and shall be in the currency of Contract.

24.2 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award and any such remedy the

Owner may take under the Contract pursuant to Clause 28.1.3 of GCC-Goods and the Owner may resort to awarding the Contract to the next ranked bidder.

25 CORRUPT AND FRAUDULENT PRACTICES

25.1 The Owner requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Owner defines, for the purposes of this provision, the terms set forth below as follows:

- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Owner, and includes collusive practise among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition;

25.2 The Owner will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question.

25.3 The Owner will declare a firm ineligible for a period pursuant to Clause No. 28.1.3 of GCC-Goods.

26 WAIVER OR TRANSFER OF THE AGREEMENT

The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Owner.