

**Korea-Myanmar Industrial Complex Development Co., Ltd.**



**SELECTION OF CONTRACTORS  
-Bidding Documents-**

**RFP: KMIC-PDD08**

**2<sup>nd</sup> Preliminary Works for 1<sup>st</sup> Phase of KMIC**

**Client: KMIC Development Co., Ltd.**

**Country: Republic of the Union of Myanmar**

**Project: Korea-Myanmar Industrial Complex Development Project**

**Issued on: August 2025**







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## TABLE OF CLAUSES

|   |    |
|---|----|
| Section 1. Instructions to Contractors/Bidders (ITB) .....          | 1  |
| Section 2: Bidding Documents .....                                  | 4  |
| Bidding Schedule .....  | 5  |
| Checklist of Required Forms .....                                   | 5  |
| Form BID-1 .....  | 7  |
| Form BID-3 .....  | 9  |
| Form BID-5 .....  | 10 |
| Form BID-6 .....  | 11 |
| Form BID-7 .....  | 14 |
| Form BID-8 .....  | 15 |
| Section 3. Client's Policy – Corrupt and Fraudulent Practices ..... | 17 |



## **Section 1. Instructions to Contractors/Bidders (ITB)**

### **1. Conflict**

#### **1.1 Conflict of Interest**

- 1.1.1 The Contractor is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 1.1.2 The Contractor has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Client. Failure to disclose such situations may lead to the disqualification of the Contractor or the termination of its Contract.
- 1.1.3 Without limitation on the generality of the foregoing, the Contractor shall not be hired under the circumstances mentioned in ITB clauses 1.2, 1.3 and 1.4.

#### **1.2 Conflicting Activities**

Conflict between construction activities and procurement of goods, works or non-construction services: a firm that has been engaged by the Client to provide goods, works, or non-construction services for a project, or any of its Affiliates, shall be disqualified from providing construction services resulting from or directly related to those goods, works, or non-construction services. Conversely, a firm hired to provide construction services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-construction services resulting from or directly related to the construction services for such preparation or implementation.

#### **1.3 Conflicting Assignments**

Conflict among construction assignments: a Contractor (including its Experts and Sub-contractors) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Contractor for the same or for another Client.

#### **1.4 Conflicting Relationships**

Relationship with the Client's staff: a Contractor (including its Experts and Sub-contractors) that has a close business or family relationship with a professional staff of the Client who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

### **2. Proposal Validity**

The period during which the Contractor's Proposal must remain valid after the Proposal submission deadline shall be forty-five (45) calendar days. During this period, the



Contractor shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. If it is established that any Key Expert nominated in the Contractor's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

## **2.1 Extension of Validity Period**

- 2.1.1 The Client will make its best effort to complete the negotiations within the Proposal's validity period. However, should the need arise, the Client may request, in writing, all Contractors who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 2.1.2 If the Contractor agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 2.1.3 The Contractor has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

## **2.2 Substitution of Key Experts at Validity Extension**

- 2.2.1 If any of the Key Experts become unavailable for the extended validity period, the Contractor shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement of Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 2.2.2 If the Contractor fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

## **2.3 Sub-contracting**

The Contractor shall not subcontract the whole of the Services.

## **3. Negotiations**

- 3.1 The Client shall prepare minutes of negotiations that are signed by the Client and the Contractor's authorized representative.
- 3.2 Failure to confirm the Key Experts' availability may result in the rejection of the Contractor's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Contractor.
- 3.3 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Contractor, including but not limited to death or medical incapacity. In such case, the Contractor shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.



- 3.4** The negotiations include discussions of the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- 3.5** The negotiations include the clarification of the Contractor's tax liability in the Client's established country and how it should be reflected in the Contract. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum Contract shall not be negotiated.

#### **4. TAX**

For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, special goods tax, commercial tax, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's established country. However, if the Contract is awarded, it is the Contractor's obligation to bear all taxes in the Client's established country and the contract price will have to be inclusive of taxes by adding to the Contract amount as a separate line.



## Section 2: Bidding Documents

{Notes to Contractor shown in brackets { } provide guidance to the Contractor to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Provide a booklet format of A4 size including a slip sheet (marked with the title of each section) in front of each of the following documents.

All documents must be submitted in English, and in the case of languages other than English, submitted after notarization of translation into English.

The submitted documents must meet all the requirements mentioned in the bid announcement, drawings and specifications and are excluded from evaluation if the proposal does not meet them.

The expenses related to the preparation of bid documents shall be borne by the bidding company.

After the bid documents have been submitted, they cannot be modified, added or replaced unless requested by the Client.

Proposals should not be made with false or simple guesses, and all entries must be objectively verifiable and will be excluded from bid evaluation if any unverifiable or false information is found.

If the evidence of the proposal does not provide the supporting data, it is regarded as not applicable.

Submitted bid documents may not be made to the public to protect the interests of bidders.

If false information is found in the submitted bid documents, the Client may cancel (or terminate) the Contract even after the Contractor is selected.

Bidder shall not disclose KMIC-related information obtained in the process of bidding to the third party, and shall thoroughly implement the security requirements by the Client.

The Contractors cannot raise an objection even if some or all of these bids are changed or canceled due to policy changes by the Myanmar government, or changes in the business environment of the Client.



**BIDDING SCHEDULE**

| <b>Date</b>   | <b>Procedure</b>                | <b>Remarks</b>   |
|---|---------------------------------|--|
| 19 <sup>th</sup> Aug. 2025                          | Bidding Announcement            | Contents: detailed drawing, BOQ, cost accounting, breakdown of price, specifications |
| 21 <sup>st</sup> Aug. 2025                          | Official Questioning            | -  |
| 27 <sup>th</sup> Aug. 2025                          | Clarification                   | -  |
| Announcement Date ~ 5PM, 10 <sup>th</sup> Sep. 2025 | Submission of Bidding Documents | -  |
| 11 <sup>th</sup> Sep. 2025                          | Opening and Evaluation          | -  |
| 12 <sup>th</sup> ~ 16 <sup>th</sup> Sep. 2025       | Negotiation and contracting     | -  |

※ The above schedule can be changed depending on the situation.

**CHECKLIST OF REQUIRED FORMS**

| <b>FORM</b>       | <b>DESCRIPTION</b>   | <b>Remarks</b>         |
|-------------------|--|------------------------|
| Power of Attorney | A power of attorney for the authorized representative of the Contractor.   | No pre-set format/form |
| BID-1             | Bidding Document Proposal Submission Form  |                        |
| BID-2             | Legal Registration Documents   | No pre-set format/form |
| BID-3             | Evidence of Similar Performance<br>- Contractor's experience of similar construction<br>* Attach the certificate of performance issued by clients<br>* Evidence from clients can be provided when selected as preferred bidder |                        |
| BID-4             | Introduction of Contractor   | No pre-set format/form |
| BID-5             | Contractor's Organization for task performance<br>A. Contractor's Organization participating Services<br>B. List of task participants  | No pre-set format/form |
| BID-6             | Team Composition, Key Experts' Inputs and attached Curriculum Vitae (CV)<br>Evidence of Experts' working experience<br>* Evidence can be provided when selected as preferred bidder  |                        |
| BID-7             | Pledge of Performance of Integrity Agreement   |                        |
| BID-8             | Financial Proposal Submission Form   |                        |
| BID-9             | Financial Information of the Contractor (audited financial statement (for the past 3 fiscal years), tax payment records, tax clearance certificates)<br>* Evidence can be provided when selected as preferred bidder           | No pre-set format/form |



(BID-1) Bidding Document Proposal Submission Form should include corporate seal and attach Certificate of corporate seal impression corporate.

(BID-2) Legal Registration Documents should include

The Contractors established in Republic of the Union of Myanmar: a copy of business license, documents that can confirm principal place of business, registration related to the civil engineering construction, civil architectural construction, specialized construction including ground improvement and pavement construction, such as copy of business registration certificate or engineering activity report or corporation registration document.

(BID-3) Certificate of performance issued by its clients should include services' duration, contract amount, work scope, subcontract matter (if applicable). All documents should be in English.

**All pages of the original Biding documents, Technical and Financial Proposal shall be initialed by the same authorized representative of the Contractor who signs the Proposal.**



## FORM BID-1

### BIDDING DOCUMENTS PROPOSAL SUBMISSION FORM

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To: [Name and address of Client] {Location, Date}

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Dear Madame, Dear Sir:

We, the undersigned, offer to provide the construction services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Bidding Documents, Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Contractor's Proposal includes a Sub-contractor, insert the following:} We are submitting our Proposal with the following firm as a Sub-contractor: {Insert a list with full name and address of a Sub-Contractor.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the forty-five (45) calenda days after the proposal submission deadline specified in the bid announcement.
- (c) We have no conflict of interest in accordance with ITB clauses 1.2, 1.3 and 1.4.
- (d) We meet the eligibility requirements for bidding as stated in the bid announcement and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices.
- (e) We, along with any of our sub-Contractors, suppliers, or service providers for any part of the Contract are not ineligible under the Client's established country laws or regulations.
- (f) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITB Clause 2 and ITB Clause 3 may lead to the termination of Contract negotiations.



- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the bid announcement.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Contractor (company's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_



## FORM BID-3

### EVIDENCE OF SIMILAR PERFORMANCE

Form BID-3: a brief description of an outline of the recent experience of the Contractor that is most relevant to the assignment and should include contents for acknowledge of service performance. For each assignment, the outline should indicate the names of the Contractor's Key Experts and Sub-Contractors who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-contractor, the amount paid to the Contractor), and the Contractor's role/involvement.

#### A - Contractor's Experience of Similar Performance

1. List only previous similar assignments successfully completed in within five (5) years from the Proposal submission deadline.
2. List only those assignments for which the Contractor was legally contracted by the clients as a company or was one of the joint venture partners. Assignments completed by the Contractor's individual experts working privately or through other construction firms cannot be claimed as the relevant experience of the Contractor, or that of the Contractor's partners or sub-contractors, but can be claimed by the Experts themselves in their CVs. The Contractor should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references.

| <b>Duration</b>           | <b>Assignment name/&amp; brief description of main deliverables/outputs</b>                      | <b>Name of Client &amp; Country of Assignment</b> | <b>Approx. Contract value (in MMK equivalent)/ Amount paid to your firm</b> | <b>Role on the Assignment</b>       |
|---------------------------|--|---|---|-------------------------------------|
| {e.g., Jan.2009–Apr.2010} | {e.g., “Improvement quality of.....”: designed road for rationalization of .....; }              | {e.g., Ministry of ....., country }               | {e.g., US\$1 mill/US\$0.5 mill }  | {e.g., Lead partner in a JV A&B&C } |
| {e.g., Jan-May 2008 }     | {e.g., “Support to sub-national government.....” : drafted secondary level regulations on..... } | {e.g., municipality of....., country }            | {e.g., US\$0.2 mil/US\$0.2 mil }  | {e.g., sole Contractor }            |



## **FORM BID-5**

### **CONTRACTOR'S ORGANIZATION FOR TASK PERFORMANCE**

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Form BID-5: a brief description of the Contractor's organization for task performance.

#### **A – Contractor's Organization participating Services**

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Provide here the brief organization participating services by chart.

#### **B – List of Task Participants**

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Provide here all participants list.



## FORM BID-6

### TEAM COMPOSITION, KEY EXPERTS' INPUTS AND ATTACHED CURRICULUM VITAE(CV)

| Name                         | Position           | Aug-24 |       |       |     | Sep-24 |       |       |     | ..... | Jan-25 |       |       |      |
|------------------------------|--------------------|--------|-------|-------|-----|--------|-------|-------|-----|-------|--------|-------|-------|------|
|                              |                    | 06/08  | 07/08 | 09/08 | ... | 01/09  | 02/09 | 03/09 | ... |       | 01/01  | 02/01 | 03/01 | .... |
| <b><u>Key Person</u></b>     |                    |        |       |       |     |        |       |       |     |       |        |       |       |      |
| (eg. U Mya)                  | (Project Engineer) |        |       |       |     |        |       |       |     |       |        |       |       |      |
|                              |                    |        |       |       |     |        |       |       |     |       |        |       |       |      |
|                              |                    |        |       |       |     |        |       |       |     |       |        |       |       |      |
|                              |                    |        |       |       |     |        |       |       |     |       |        |       |       |      |
| <b><u>Non-Key expert</u></b> |                    |        |       |       |     |        |       |       |     |       |        |       |       |      |
| (eg. U Hla)                  | (Site Engineer)    |        |       |       |     |        |       |       |     |       |        |       |       |      |
|                              |                    |        |       |       |     |        |       |       |     |       |        |       |       |      |
|                              |                    |        |       |       |     |        |       |       |     |       |        |       |       |      |
|                              |                    |        |       |       |     |        |       |       |     |       |        |       |       |      |

1 For Key Experts, the input should be indicated individually for the same positions.



**FORM BID-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

|   |                          |
|---|--------------------------|
| <b>Position Title and No.</b>           | {e.g., K-1, TEAM LEADER} |
| <b>Name of Expert:</b>                  | {Insert full name}       |
| <b>Date of Birth:</b>                   | {day/month/year}         |
| <b>Country of Citizenship/Residence</b> |                          |

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Qualified Certificates:** {List any related Qualified Certificates held}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

| <b>Period</b>            | <b>Employing organization and your title/position. Contact info for references</b>  | <b>Country</b> | <b>Summary of activities performed relevant to the Assignment</b> |
|--------------------------|---|----------------|---|
| {e.g., May 2005-present} | {e.g., Ministry of ....., advisor/Contractor to...<br><br>For references: Tel...../e-mail.....; Mr. OOO, deputy minister} |                |   |
|                          |   |                |   |
|                          |   |                |   |

**Membership in Professional Associations and Publications:**

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**Language Skills** (For each language in which you can work indicate proficiency: good, fair, or poor in speaking, reading, and writing):

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**Adequacy for the Assignment:**

| <b>Detailed Tasks Assigned on Contractor's Team of Experts:</b>           | <b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b> |
|---|--|
| <b>{List all deliverables/tasks in which the Expert will be involved}</b> |  |
|   |  |
|   |  |

**Expert's contact information:** (e-mail....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{ day/month/year }

Name of Expert  
Date

Signature

{ day/month/year }

Name of authorized  
Date  
Representative of the Contractor  
(the same who signs the Proposal)

Signature



## FORM BID-7

### PLEDGE OF PERFORMANCE OF INTEGRITY AGREEMENT

In order to create a clean contract culture without corruption and actively respond to the intent of the integrity contract system, we will comply with the following each subparagraph of integrity contract conditions in the process of bidding, awarding, contracting and contract execution, etc. (including after completion and delivery). In case of breach of such undertaking, we pledge that we will accept and observe sanction including bidding and the being awarded cancellation or termination of contract and giving written warning and will not raise the objection of civil or criminal.

1. We will not demand or promise or receive any bribery, entertaining treat, etc. and if we provide bribery, entertaining treat, etc. to the Client, we will be restricted from participation in the bidding as a contractor engaged in unfair trade practices in accordance with the relevant laws and regulations.

2. In case of any act that interferes with fair competition such as preliminary construction of bidding price or prior concerted quotation for the being awarded of a specific person, we will be restricted from participation in the bidding as a contractor engaged in unfair trade practices in accordance with the relevant laws and regulations.

3. We will not engage in any activity that requires or accepts the provision of certain information related to bidding or contract through arranging and solicitation that interferes with the fair business undertakings.

4. Through human rights management, we will endeavor to respect and promote human rights in all aspects of our business activities, not to cause any negative impacts on human rights, and promise to participate in the protection of human rights.

Month, Day, 2025

Covenanter: Representative of Company Name

.....Signature:

To: KMIC Development Co., Ltd.



## FORM BID-8

### FINANCIAL PROPOSAL SUBMISSION FORM

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{Location, Date}

To: [Name and address of Client]

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Dear Madame, Dear Sir:

We, the undersigned, offer to provide the construction services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding of all indirect local taxes in accordance with ITB clause 4. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in ITB clause 2

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_



※ Attachment: Cost Statement {[see the separate cost statement table](#)}

\* Fixed price cannot be changed by the Contractor.

\*\* Detailed Breakdown shall be attached.



### **Section 3. Client's Policy – Corrupt and Fraudulent Practices**

It is the Client's policy to require that contractors, and their agents (whether declared or not), sub-contractors, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of contracts [footnote: In this context, any action taken by a contractor or any of its personnel, or its agents, or its sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Client:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup>;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>2</sup>;
- (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>3</sup>;
- (iv) "coercive practices" is 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<sup>4</sup>;
- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Client's investigation into allegations of a

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<sup>1</sup> For the purpose of this sub-paragraph, "another party" refers to an officer acting in relation to the selection process or contract execution. In this context "officer" includes the Client's staff and employees of other organizations taking or reviewing selection decisions.

<sup>2</sup> For the purpose of this sub-paragraph, "party" refers to an officer; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

<sup>3</sup> For the purpose of this sub-paragraph, "parties" refers to participants in the selection process (including public officials) attempting either themselves, or through another person or entity not participating in the selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>4</sup>For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.



corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the Contractor recommended for award or any of its personnel, or its agents, or its sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.