



سولوسي جورتراڻ، لوگيستيڪ دان لاتيھن بروني
Brunei Engineering, Logistics and Training Solutions

SECTION 1

INSTRUCTIONS TO TENDERERS

FOR

THE EXPANSION OF BELTS VEHICLE WORKSHOP

TENDER REFERENCE: BELTS/WKSPEXP/2025

1. INTRODUCTION

- 1.1 The purpose of this Invitation To Tender is to invite participation of Tenderers to submit their tender proposals for “THE EXPANSION OF BELTS VEHICLE WORKSHOP”

2. INTERPRETATION

- 2.1 As used in these Instructions to Tenderers, the following terms shall have the following meanings, except where the context otherwise requires;
- 2.1.1 **Contract** means the agreements to be entered into between BELTS and the successful Tenderer;
- 2.1.2 **BELTS** means Brunei Engineering, Logistics and Training Solutions Sdn Bhd;
- 2.1.3 **BELTS Project Manager** means the Project Coordinator or such other person as BELTS may time to time determine;
- 2.1.4 **Deliverables** means the equipment, development, construction, installation, administration and support services, and documentation set out to be delivered in this tender document;
- 2.1.5 **Intellectual Property Rights** means any rights in respect of or in connection with any confidential information of a proprietary nature including but not limited to copyright, patents, design rights, reports, drawings, specifications, or eligible layout rights and includes any right to apply for registration of such intellectual property rights;
- 2.1.6 **Invitation to Tender** means this document, including these Instructions to Tenderers and all of its Sections inviting Tenderers to offer to meet BELTS’s requirements by submitting a Tender in accordance with the requirements of the Invitation to Tender;
- 2.1.7 **Specification** means BELTS’s functional and technical requirements as more particularly described in Section 2 – Tender Technical Specifications and Requirements of this Invitation to Tender.
- 2.1.8 **Tender Requirement Compliance** means the clause-by-clause commentary on the compliance with the clauses in this tender document as more particularly described and instructed in this Invitation to Tender;
- 2.1.9 **Tender Proposal** means the Tenderer’s response to this Invitation to Tender;
- 2.1.10 **Tender Closing Date** means the date and time specified for the submission of the Tender Proposal;
- 2.1.11 **Tenderer** means a person, partnership or any other body (whether corporate or otherwise) who submits a Tender in accordance with this Invitation to Tender;
- 2.1.12 **The Contractor** means the successful Tenderer who will be awarded the Contract;
- 2.1.13 **Validity Period** means the time period during which BELTS may accept this Tender.
- 2.2 Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation on these Instructions To Tenderers;
- 2.2.1 A cross reference to a clause number is a reference to a clause of this Instruction to Tenderers and includes all of its sub-clauses;
- 2.2.2 Words importing the singular include the plural (and vice versa) and words importing a gender include any other gender;
- 2.2.3 In the event of any inconsistency between these Instructions To Tenderers and the conditions of the Contract as contained in this Invitation to Tender, the latter shall prevail.

3. ELIGIBILITY

- 3.1 Any company or business entity that is currently debarred from participating in BELTS tenders is not eligible to participate in this Tender. If a Tender Proposal is submitted without explicitly mentioning that the Tenderer is currently debarred, BELTS shall treat the submission of the Tender Proposal as an express continuing declaration by the Tenderer that the Tenderer is eligible to participate in this Invitation to Tender and, if such a declaration is discovered to be false, BELTS shall be entitled to rescind any tender award or contracts entered into pursuant to such a Tender, without BELTS being liable therefore in damages or compensation or at all;

4. CONFIDENTIALITY

- 4.1 This Invitation To Tender constitutes confidential and proprietary information of BELTS and shall not, except with the consent in writing of BELTS, be disclosed in whole or in part to any third party, or to employees of the Tenderer, other than those who have a need to know such information for the purpose of responding to this Invitation To Tender, and shall not be duplicated or used by the Tenderer for any other purpose than to evaluate this Invitation To Tender. The Tenderer agrees and accepts that BELTS reserves the right to enforce its legal proprietary rights including seeking injunctive relief from the courts of Negara Brunei Darussalam.
- 4.2 BELTS may require any unsuccessful Tenderer to return any specifications, plans, patterns, samples or instructions issued by BELTS at any time.
- 4.3 The Tenderer's attention is also drawn to the Official Secrets Act (Chapter 153), which relates to the safeguarding of the official information.

5. FORMS OF CONTRACT

- 5.1 The successful Tenderer shall be required to enter into a contract with BELTS.
- 5.1.1 An overview of the terms of the Contract is included in **Section 4 – Term Sheet** of this ITT. Tenderers shall indicate their compliance or agreement to the Term Sheet in **Schedule 10 – Term Sheet Compliance of Section 3 – Tender Schedules** as part of their Tender submission. A draft of the Contract will be provided to the Tenderer at a later date prior to the Tender Closing Date.
- 5.2 The Tenderer in submitting the Tender Proposal undertakes that in the event of the Tender Proposal (whether the whole or part thereof) being accepted by BELTS and BELTS confirming in writing such acceptance with issuance of a Letter of Award, the Tenderer shall within fourteen (14) calendar days of being called upon to do so by BELTS execute a contract with BELTS in substantially the form set out by BELTS.
- 5.3 Failure to sign the Contract may result in the award to the successful Tenderer to be revoked.
- 5.4 Until the execution of the Contract, the Invitation of Tender document together with the Tender Proposal submitted by the Tenderer shall constitute a binding contract enforceable against the Tenderer pending execution of the Contract.
- 5.5 The 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.

6. PRIME CONTRACTOR

- 6.1 BELTS is seeking Tender Proposals from prime contractors. Accordingly, although various organisations may pool or merge their resources in order to comply or enable them to meet the requirements of BELTS pursuant to this Invitation to Tender, it is BELTS's strong preference to only enter into a contract with one organisation.
- 6.2 To assist BELTS in its evaluation of any Tender Proposal, 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(s). In addition, the Tenderer shall provide information about each sub-contractor as requested in **Schedule 4 – Contractor Personnel of Section 3 – Tender Schedules**.

7. SUBMISSION OF TENDER

- 7.1 The Tender proposal shall be submitted in a form which satisfies the requirements as specified in this **Clause 7**.
- 7.2 The Tender proposal shall be written in the English Language.
- 7.3 The Tenderer shall submit the complete Tender Proposal including the Schedules prescribed in **Section 3 – Tender Schedules** duly completed in **digital copy (soft copy) via email to tenderbox@belts.com.bn**. Any Tender Proposal send and/or copy to other than this specified BELTS email address will be considered invalid and will be disqualified.
- 7.4 The Tenderer shall submit the complete Tender Proposal via email no later than the **Tender Closing Date** specified in **Clause Error! Reference source not found. of this Section 1 – Instructions to Tenderer**.
- 7.5 The complete Tender Proposal shall be submitted as per submission procedures below:
- 7.5.1 Email subject line shall have the **Tender Reference: BELTS/WKSPEXP/2025** clearly stated.
- 7.5.2 The Tenderer to submit Technical Proposal and Commercial Proposal in **two (2) separate zipped folders** labelled **Technical Proposal** and **Commercial Proposal** respectively.
- 7.5.3 Each zipped folder shall clearly indicate either **BELTS/WKSPEXP/2025 – Technical Proposal** or **BELTS/WKSPEXP/2025 – Commercial Proposal**.
- 7.5.4 Each individual document for Technical Proposal and Commercial Proposal shall be submitted in **PDF format**, and shall be clearly labelled as **BELTS/WKSPEXP/2025 - (Schedule X)**.
- 7.5.5 File names shall not include the name or address of the Tenderer.
- 7.5.6 Tenderer may also submit the complete Tender Proposal by providing cloud drive links in their submission email for BELTS to download. However, the links **must not** have any restriction such as password protection or permission for access request.
- 7.5.7 Tenderer shall complete and submit **Appendix 3 – Tender Proposal Document Summary and Checklist** for verification of the Tender Proposal by BELTS. This is mandatory for the Tender Proposal to be considered valid.
- 7.5.8 All pages of the Tender Proposal must be numbered and shall bear the official seal of the Tenderer and initialled by the Tenderer's authorised representative.
- 7.5.9 Corrections or cancellations shall not be accepted unless such corrections or cancellations are initialled by the Tenderer.
- 7.5.10 Only one Tender Proposal is allowed from each Tenderer. If a Tenderer submits more than one Tender Proposal, BELTS will evaluate the one with the latest time of submission and disregard the other(s).

COMMERCIAL-IN-CONFIDENCE

- 7.6 All price schedules shall bear the official seal of the Tenderer and signed by a duly authorised personnel or Manager of the Tenderer. The Tenderer shall provide detailed itemised prices of their proposal. All pages of the Tender Proposal must be numbered and shall bear the official seal of the Tenderer and initialled by the Tenderer's authorised representative.
- 7.7 The Tenderer shall state their contact address whereto any notice request, waiver, consent or approval as may be required may be sent by BELTS.
- 7.8 Tender submission in hard copy shall **not** be accepted or considered by BELTS.
- 7.9 The Tenderer is to complete **Schedule 13 - Tenderer's Declaration of Section 3 – Tender Schedules** which must be signed and submitted together with the Tender Proposal.

8. VALIDITY PERIOD OF TENDER

- 8.1 The Tenderer shall maintain a Validity Period of **six (6) months** of its Tender Proposal submission effective from the Tender Closing Date.
- 8.2 Where BELTS seeks an extension of the Validity Period, a request in writing will be forwarded to the Tenderer. The Tenderer shall be required to respond in writing to extend the Validity Period. Failure to respond will result in the Tender not being considered further.

9. AMENDMENTS OR ADDITIONS TO THE INVITATION TO TENDER

- 9.1 BELTS reserves the right to issue amendments or additions to this Invitation to Tender at any time before the Tender 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 Tender Closing Date.
- 9.2 BELTS will endeavour to notify all Tenderers in writing of any such amendments or additions by forwarding the same to the Tenderers' address as advised by the Tenderer. It is a condition of this Invitation To Tender that any amendments or additions forwarded by BELTS to the Tenderer in accordance with this clause shall be deemed conclusively to have been duly given if this information is forwarded to such address.

10. WITHDRAWAL OF TENDER

- 10.1 No Tender Proposal may be withdrawn after the Tender Closing Date. Any Tenderer who attempts to do so may, in addition to any remedy that BELTS may have against it, be liable to be debarred from future tender.

11. TENDER PRICE

- 11.1 The Tenderer shall quote in Brunei Dollars inclusive of the price of the equipment, materials, services and customs import taxes described in this Invitation to Tender.
- 11.2 The Tenderer shall provide all tender pricing in **Schedule 11 – Price Summary and Terms of Payment** document attached with this tender, for all the deliverables listed in **Section 3 – Tender Schedules**. For clarity, the Tenderer shall include further breakdown of each item listed in **Section 3 – Tender Schedules** in **Table 7.1 and Table 7.2 of Schedule 7 – Bill of Materials**. However, the breakdown prices must sum up the sub-totals of each item.

12. SUFFICIENCY OF TENDER PRICE

- 12.1 The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of the same, for the supply of deliverables and services and all matters and things necessary for the proper execution and completion of the Workshop Expansion including design, supply, installation, implementation and documentation. This shall include any relevant duties, licenses, transport and insurance expenses and all other costs and expenses relating to the subject matter of this Tender.
- 12.2 The Tender price shall be deemed to have included all items referred to in the specifications and requirements as specified in **Section 2 – Specifications and Requirements** of the Invitation to Tender irrespective of whether such items have been listed or priced in the Tender. No requirements specified in Section 2, shall be excluded unless explicitly stated by the Tenderer.

13. CLARIFICATION PRIOR TO TENDER CLOSING DATE

- 13.1 In order to provide consistent advise and clarification to all parties at the same time, a “Tender Information Day and Site Visit” session will be held to all potential Tenderers.
- 13.2 The tentative venue, date and time of the session is scheduled as follows. Confirmation to the schedule will be notified by BELTS prior to the actual day of the session.

Date	Time	Venue
Friday, 11th July 2025	2:30 pm – 4:00 pm	BELTS Vehicle Workshop Lot 11 & 12, Simpang 557, Tapak Perindustrian Kampong Salar, Jalan Muara BT2528, Brunei Darussalam

- 13.3 Potential Tenderers wishing to attend the “Tender Information Day and Site Visit” session are to nominate not more than two (2) representatives. All nominations must be made by completing **Appendix 2 - Information Day and Site Visit Attendance Form** attached with this Invitation to Tender. The completed form must be submitted via email to **tender@belts.com.bn** by cut-off date of **Thursday 10th July 2025 12:00 pm**.
- 13.4 Any request for clarification on the tender document by Tenderers before and after the Tender Information Day shall be addressed by emailing to **tender@belts.com.bn**.
- 13.5 BELTS will not accept any request for clarification after **Saturday, 12th July 2025**.

14. OWNERSHIP OF TENDER DOCUMENTS

- 14.1 By submitting a Tender, a Tenderer:
- 14.1.1 Licenses BELTS to reproduce for the purpose of this project, the whole or any portion of the Tender notwithstanding any copyright or other Intellectual Property Right that may subsist in those documents; and
- 14.1.2 Acknowledges that the Intellectual Property Right in the Tender documentation remains vested in each Tenderer.

15. TENDER CLOSING DATE

- 15.1 The closing of the Tender shall be **Thursday 24th July 2025 at 10:00am (Brunei local time)**.
- 15.2 All Tender Proposal shall be submitted on or before the Tender Closing Date in accordance with the Instructions to Tenderers.
- 15.3 Any Tender Proposal received by BELTS after the Tender Closing Date shall not be entertained.

16. TENDERERS TO INFORM THEMSELVES

- 16.1 By responding to this Invitation to Tender, a Tenderer will be deemed to have acknowledged and agreed that it has done so on the basis that it has:
- 16.1.1 the necessary skills, knowledge and experience to provide the deliverables and perform the required services;
- 16.1.2 in preparing its Tender:
- (a) fully examined this Invitation To Tender (including all documents the Invitation To Tender refers to) and any other information made available by BELTS to the Tenderers for the purpose of this Invitation To Tender;
 - (b) made its own reasonable enquiries to fully inform itself of all the risks, contingencies and other circumstances which may impact the Tender and the proper performance of the Tenderer's obligations under the Contract; and,
 - (c) has not relied upon any warranty or representation (whether oral or in writing or by conduct) made on behalf of BELTS except where such warranty or representation is contained in this Invitation to Tender or made through the processes specified by these Instructions to Tenderers;
 - (d) Satisfied itself as to the accuracy and sufficiency of the Tender (including the tendered prices) to achieve the due and proper performance and completion of the Tenderer's obligations under the Contract.

17. SUB-CONTRACTORS

- 17.1 Tenderers that require the employment of Sub-Contractors for this tender shall comply to the requirements described in **Clause** Error! Reference source not found. of this Invitation to Tender.
- 17.2 Prevention of Market Domination/Monopolies
- 17.2.1 Tenderers are strictly prohibited from monopoly practices in Brunei Darussalam.
- 17.2.2 Tenderers are required to exercise due diligence on their potential local sub-contractor(s) that may have involved directly or indirectly with other tenderers for this tender. In a case of sub-contractor found to adopt monopoly practices, the bidding tenderers are required to declare and change the sub-contractor(s) with immediate action before the Tender Closing Date.
- 17.2.3 Tenderers shall not assign any part of its work to a sub-contractor who has the same shareholder(s) with another tenderer(s) that has participated in this tender. BELTS reserves the right to reject the appointment of any sub-contractors who has common shareholder(s).

18. ERRORS IN TENDERS

- 18.1 Tenderers are advised to study this Invitation to Tender very carefully before finalising their Tenders for submission. The onus is on the Tenderer to ensure that an accurate and complete Tender is submitted.
- 18.2 BELTS may exclude from consideration, any Tender in which prices are not clearly and legibly stated.
- 18.3 Where the Tender is on a lump sum basis and an error has been made in the priced bill of quantities to arrive at the tendered lump sum, the Tenderer shall without undue delay make all such alterations in and to the priced bill of quantities as BELTS considers necessary for such purpose.
- 18.4 If the Tenderer fails to make the alterations as directed by BELTS and/or fails to do so within the time set by BELTS, the Tender shall be deemed to have been withdrawn by the Tenderer.
- 18.5 Where the prices tendered are in a schedule of rates basis and an error has been made in the calculation or summation of the prices, the Tenderer shall be bound by the rates tendered and the Contract sum/total stated in the Tender shall, subject to the agreement of the Tenderer, be altered by BELTS to reflect the correct calculation or summation of the prices.
- 18.6 If the Tenderer fails or refuses to agree to the alteration of the Contract sum/total, the Tender shall be deemed to have been withdrawn by the Tenderer.
- 18.7 If a Tenderer becomes aware of any discrepancy, error or omission in its Tender not referred to or covered in **Para 18.3 and 18.5** above and wish to lodge a correction or additional information, it can only do so if;
- 18.7.1 the correction or additional information is provided to BELTS without undue delay and is done prior to the Tender Closing Date; and
- 18.7.2 the correction or additional information is provided to BELTS in writing and is initialled by the Tenderer.
- 18.8 In all the above circumstances, any correction or addition shall not be used to alter the Tender in any material particular or so as to change the Tender in a material particular. Any omission or addition which is deemed by BELTS to alter the original Tender in a material particular shall result in the Tender being rejected without any liability whatsoever on the part of BELTS.

19. CLARIFICATION OF THE TENDER BY BELTS

- 19.1 At any stage during the evaluation phase, BELTS may:
- 19.1.1 request clarification of any Tender Proposal in respect to specific issues contained in that Tender Proposal; or
- 19.1.2 call for interviews with Tenderers; or
- 19.1.3 request Tenderers to provide information in writing and/or email;
- 19.1.4 conduct a site inspection or a presentation of the Tenderer's facilities and equipment to clarify any part of the Tender Proposal and to examine the capabilities of such facilities and equipment. The Tenderer shall not unreasonably deny such request.
- 19.2 Where requested to clarify any matter contained in the Tender Proposal or to provide additional information, Tenderers shall provide such clarification and/or information in writing in the manner, and at the time and place stipulated by BELTS. Failure to comply with any such request may result in the Tenderer being excluded from further consideration.
- 19.3 In the event that any clarification, additional information, presentation or site inspection is requested from a Tenderer by BELTS, the Tenderer shall provide so at no cost to BELTS whatsoever.

20. REDUCTION OF SCOPE

- 20.1 BELTS shall have the right to revise the scope of the tender or award the scope of the tender or part thereof subject to the outcome of the evaluation.

21. CONDUCT OF TENDERER

- 21.1 Any Tenderer who attempts or is found to have offered bribe, gratuity, bonus, discount or any sort of enticement to any employee, agent or representative of BELTS or its client shall have their Tender rejected by BELTS.

22. CANVASSING

- 22.1 Canvassing shall render the Tender invalid. In the event of any canvassing being discovered after the acceptance of the Tender, BELTS shall be entitled to rescind any Tender Award or any subsequent Contract.

23. EXPENSE OF TENDERER

- 23.1 In submitting the Tender, the Tenderer will be deemed to have acknowledged and agreed that it will bear all the expenses it incurs in preparing its Tender or negotiating the Contract and is not entitled to seek any compensation or reimbursement of those costs from BELTS.

24. INVALID TENDERS

- 24.1 Incomplete Tender submission and/or Tender submissions received after the Tender Closing Date shall be invalid.

25. EVALUATION OF TENDER

- 25.1 Evaluation Objective

- 25.1.1 BELTS will endeavour to evaluate the proposals from Tenderers in a fair and proper process. Tenderers must note that BELTS will award the Contract to the Tenderer whose Tender Proposal represents the best value for money to BELTS. Price is considered in conjunction with technical conformance.

- 25.1.2 The Tender Proposal will be evaluated based on two (2) separate aspects, namely (a) Technical Evaluation and (b) Commercial Evaluation.

- 25.1.3 For ease of Technical Evaluation process, Tenderer are required to complete **Schedule 8 – Tender Requirement Compliance** attached in **Section 3 – Tender Schedules** of this Invitation to Tender.

- 25.2 Evaluation Process

The assessment of the Tenderer's proposal shall be based collectively on the Tender submission document, written request for queries from BELTS and any clarification meeting as part of the evaluation process. The due evaluation process is carried out to maintain a fair comparison and evaluation of the proposals submitted.

- 25.2.1 The Technical Proposal will be assessed based on the following evaluation criteria;

- Company Track Record
- Capacity

COMMERCIAL-IN-CONFIDENCE

- Timeline
- Design
- Compliance to Scope of Work

25.2.2 The Commercial Proposal will be evaluated based on the following criteria;

- Financial Assessment
- Price
- Term Sheet Compliance

25.3 Shortlisting

BELTS reserves the right to shortlist the Tenderers to facilitate evaluation of the Tender proposals.

26. NO LIABILITY OF VIRUSES

26.1 In the event this Invitation to Tender is made available in electronic form, Tenderers must note that when reading or downloading such copies of this document (or part thereof) are doing so at their own risk and are accepting the entire risk of virus transmission.

26.2 BELTS has not and will not provide any warranty (whether expressed or implied) in relation to the condition of any electronic versions of this Invitation to Tender or any amendment of or alteration to the same (or part thereof).

26.3 Further, BELTS will not be held responsible for any loss or damage (including inconsequential loss or damage) which may be suffered or incurred directly or indirectly through the use of or downloading of any copy or copies of this Invitation to Tender or any amendment of or alteration thereto (or part thereof) in its electronic form and whether as a result of negligence or otherwise on the part of BELTS or any other party.

27. TERMS OF PAYMENT

27.1 Payments to the awarded Contractor shall be made in the currency of Brunei Darussalam.

28. TENDER SCHEDULES

28.1 The Tenderer shall include in its Tender schedules containing information and details requested in the manner described in the Notes in **Section 3 – Tender Schedules** of this Invitation to Tender. Such Schedules shall include:

28.1.1 the **Schedule 7 – Bill of Materials** (hereinafter referred to as “Bill of Materials”, listing item by item list of goods and services the Tenderer proposes to supply or perform, indicating for each item a brief Description, Quantity and Unit Price;

28.1.2 the **Schedule 11 – Price Summary and Terms of Payment** including the project cost for the material, workmanship, and services performed or delivered and its breakdown in accordance to project milestones and their respective deliverables;

28.1.3 the **Schedule 8 – Tender Requirement Compliance** (hereinafter referred as the “Tender Requirement Compliance”), a clause-by-clause commentary on the compliance to the relevant parts of **Section 2 – Technical Specifications And Requirements** of this Invitation To Tender;

28.1.4 the **Schedule 2 - Tenderer’s Background** (hereinafter referred as the “Tenderer’s Background”), containing background information about the Tenderer including;

COMMERCIAL-IN-CONFIDENCE

- (a) brief overview, scope of operations, staff size and distribution, and financial standing of the Tenderer; and
 - (b) certified copies of the Tenderer's certificate of incorporation or registration issued by the Registrar of Companies of Brunei Darussalam,
- 28.1.5 the **Schedule 4 – Contractor Personnel** of the Tenderer's employees and their duties, which shall contain a list of the Tenderer's key personnel intended by the Tenderer to be assigned full-time in charge for the complete roll-out of the goods and services including the operations and management,
- 28.1.6 The **Schedule 3 – Tenderer's Track Record**, which shall contain a list of reference sites which have been supplied with the goods and services which are the subject of this tender document.
- 28.1.7 All other schedules as listed in **Section 3 – Tender Schedules**;
- 28.2 The Tenderer shall also provide details of any special conditions applicable to its Tender which have not been specified in the Tender Requirement Compliance, and any other information required by this Invitation to Tender.

29. TENDERER'S DECLARATION

- 29.1 Bid rigging is prohibited under the applicable provisions of the Competition Order 2015 of Brunei Darussalam.
- 29.2 Tenderers are required to make a declaration in the form of the Tenderer's Declaration as required in **Schedule 13 – Tenderer's Declaration of Section 3 – Tender Schedules**. The purpose of the declaration is to prevent incidences of collusion among potential tenderers to this Invitation of Tender.
- 29.3 In the event any Tenderer is found to have colluded with another Tenderer(s) in this Invitation to Tender, BELTS reserves the right to disqualify any or all Tenderers involved in such collusion which decision shall be at BELTS's absolute discretion and shall be final and not be the subject of any challenge.