**ANNEX III**

**PROPOSAL SUBMISSION FORM**

*Request for Proposal (RFP) no: 16/125*

***Drasa Sector Cane Access Roads Rehabilitation Phase II – Package 8***

RFP 16/125 – Drasa Sector Cane Access Roads Rehabilitation

Pacific Community (SPC)

Procurement Unit

Private Mail Bag

Suva – FIJI

Email: procurement@spc.int

Dear Procurement,

Having examined the Solicitation Documents for the Drasa Sector Cane Access Roads Rehabilitation Phase II – Package 8, the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute and complete the works within the time for completion and remedy any defects therein in conformity with the Request for Proposal and the Conditions therein for the Proposal Price taken from the completed Bill of Quantities, namely F$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ). .

We acknowledge that:

* + - SPC may exercise any of its rights set out in the Request for Proposal documents, at any time;
		- The statements, opinions, projections, forecasts or other information contained in the Request for Proposal documents may change;
		- The Request for Proposal documents are a summary only of SPC’s requirements and is not intended to be a comprehensive description of them;
		- Neither the lodgment of the Request for Proposal documents nor the acceptance of any tender nor any agreement made subsequent to the Request for Proposal documents will imply any representation from or on behalf of SPC that there has been no material change since the date of the Request for Proposal documents, or since the date as at which any information contained in the Request for Proposal documents is stated to be applicable;
		- Excepted as required by law and only to the extent so required, neither SPC, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the Request for Proposal documents.

We undertake, if our proposal is accepted, to commence and complete the full scope within the time frame stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.

Date this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2017

|  |  |
| --- | --- |
| **Firm /Institution:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Representative:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Position of Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_** | **Signature of Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Address of Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Signature of Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**Annex IV**

**TECHNICAL PROPOSAL SUBMISSION FORM**

*Request for Proposal (RFP) no: 16/125*

***Drasa Sector Cane Access Roads Rehabilitation Phase II – Package 8***

**PART A : RELEVANT EXPERIENCE**

**PART A1 – Firm /Institution Background**

|  |  |
| --- | --- |
| Registered Name: |  |
| Year Established: |  |
| Physical Address: |  |
| Postal Address: |  |
| Telephone Contact: |  |
| Fax Number: |  |
| Email: |  |
| Contact Person: |  |
| Position of Contact Person: |  |
| Number of Employees: |  |
| Attach Financial Statement (Audited) for the last five (5) years |  |

**PART A2 – Work Experience**

**(6 pages maximum, 2 per project)**

Using the format below, bidders shall provide[[1]](#footnote-1) details of **three** projects that demonstrate their experience in completing the following type of work:-

* Drainage and minor earthworks on unsealed roads
* Unsealed road pavement construction
* Drainage structures

Detailed evidence of the proposed subcontractors’ relevant experience must also be submitted.

The projects cited must have been completed or substantially completed within the last 5 years and be of a similar nature to this contract.

|  |
| --- |
| Bidder’s Experience  |
| Relevant Experience - Project One[[2]](#footnote-2),5 |
| Project Title: |  | Previous Client Name: |  |
| Project Location: |  | Project Dates: | *[Start Date and Contract Duration]* |
| Contract Value:  | *[Fiji dollar equivalent]* | Tenderer’s Role: | *[e.g. Main Contractor, Subcontractor, Joint Venture]* |
| Project Description:Length of Unsealed Pavement construction:Quantity/type of drainage completed (e.g. water channels, culverts, headwalls): |
| Previous Client contact name and phone number:[[3]](#footnote-3) |  |
| Attach written reference from previous client |  |
| Names of Key Delivery Team Members and Roles: |  |
| Names and roles of bidders’ subcontractors: |  |

**PART A3 – Track Record**

**(3 pages maximum, 1 per project)**

Using the format below, bidders shall provide[[4]](#footnote-4) details of **three** projects that demonstrate their track record in completing works similar to the Contract Works.

The projects cited must have been completed within the last 5 years, be of a similar nature to this contract and one of the projects must be of at least 25% of the value of the price proposed for this contract.

The areas on which referees will be asked to comment may include:

* Quality of the work,
* Programme achieved versus planned,
* Management style, claims culture,
* Clarity of documentation submitted,
* Health, safety and environmental management,
* Coordination and communication skills (internally and externally),
* Effectiveness of quality assurance systems.

|  |
| --- |
| Bidder’s Track Record |
| Track Record - Project One[[5]](#footnote-5) |
| Project Title: |  | Previous Client Name: |  |
| Project Location: |  | Project Dates: | *[Start Date and Contract Duration]* |
| Contract Value:  | *[Fiji dollar equivalent]* | Tenderer’s Role: | *[e.g. Main Contractor, Subcontractor, Joint Venture]* |
| Project Description and key points on Contractors performance: |
| Client Reference contact name and phone number:[[6]](#footnote-6) |  |
| Attach written reference from previous client |  |
| Was the project complete prior to the contract completion date including any extensions of time (if not state reasons why). |  |
| Was project delivered to the required quality standards and was any rework required |  |
| Was project completed within the required budget and/or what were reasons for any cost overruns |  |

**PART B – METHODOLOGY**

**(3 pages maximum)**

A bidder is expected to demonstrate their understanding of the project and the SPC’s needs, and the means and methods by which the desired results can be achieved in a practicable and efficient manner.

By answering the questions below, bidders shall describe the methods they will use to carry out the Contract Works on time and to the standards and requirements specified in the Contract[[7]](#footnote-7).

|  |
| --- |
| **Methodology**1. Describe the key risks you have identified with this project and state how these will be managed?
2. Detail your proposed methodology for the drainage and pavement construction work including any key hold points.
3. What quality assurance procedures in terms of material quality, pavement depth and width, adequacy of compaction, etc. will you utilise on this contract?
4. What Environmental considerations and mitigation measures do you envisage are required to complete this project?
5. Provide a preliminary construction programme demonstrating how you will complete the works within the contract timeframes (the construction programme may be appended and will not be counted in the page allowance).
 |

**PART C – RESOURCES**

**Part C.1 - Materials and Contractor’s Equipment**

**(2 pages maximum)**

Using the format below, bidders shall submit details of materials and the availability, brand, age and condition of Contractor’s Equipment that will be used in the execution of the Works[[8]](#footnote-8). Tenderers must demonstrate that they own or have the ability to hire the specific plant listed below.

|  |  |
| --- | --- |
| Part C.1 Materials and Contractor’s Equipment[[9]](#footnote-9) (to be used on this Contract) | Tick One |
| 1. Contractor’s Equipment *[list]*
 | Already Owned | Will be Purchased | Will be Hired |
| Grader(s)Rollers(s)Watercart(s)TrucksExcavator(s) |  |  |  |
| 1. Sources of Materials, including aggregate suppliers *[list]*

List here proposed sources of gravel and details on how and when a gravel extraction licence will be obtained.  |

**Part C.2 - Key Personnel**

**(2 pages maximum)**

Using the table below, for each key role listed, bidders shall describe their proposed team members **(one page per role). The CVs for key personnel must also be provided**

 It is acceptable for roles requiring partial commitment to be undertaken by the same person, provided they have the appropriate skills[[10]](#footnote-10) [[11]](#footnote-11) [[12]](#footnote-12) [[13]](#footnote-13).

List of Key Roles for this Contract:

* Contract Manager/Contractor’s Representative
* Site based Construction Supervisor/Construction Manager.

|  |
| --- |
| **Part C.2 : Key Personnel** *[expand space below, to a maximum 1 page per role]* |
| **Role 1:** *[state role]* |
| Person’s Name: |  | Current Commitments: |  |
| Fluency in EnglishSpoken:Written: |  | Commitment to proposed Contract% of time:Total Hours: |  |
| Relevant Experience and Skills brought to this project:Relevant Qualifications and Training for this project: |
| Previous Client referee contacts for the person’s most recent project: | Previous Client referee, Name and position: ……………………………………………………………………….Company:……………………………………………………………Contact details (phone): …………………………………………..Email: ……………………………………………………………….. |

**PART C: LOCAL CAPACITY**

**Part C.1: Building Local Capacity**

**(2 pages maximum).**

Using the format below, bidders shall describe their proposals for engagement and development of local (Fijian) professional staff, tradespersons and labourers, residing in the Drasa sector. The residence status of nominated local personnel would be verified through the Drasa Sector office.

This submission must identify the bidder’s commitment to engaging Fiji based personnel and indicate how the bidder intends to further develop the relevant skills and qualifications of local personnel working on the project[[14]](#footnote-14).

Bidders must say how they will build better local capability during the term of the Agreement.

|  |
| --- |
| Building Local Capacity |
| 1. Local Businesses

*[Describe how you will support local businesses through this contract]* |
| 1. Professional Staff

*[Describe ways in which you propose to support and develop local Fijians pursuing construction management roles and/or technical/professional qualifications through this contract]* |
| 1. Trades Staff

*[Describe proposed actions to support and develop local Fijians pursuing trade qualifications through this contract]* |
| 1. Labourers

*[Describe proposed actions to support and develop local Fijian labourers through this contract]* |

**Part C.2 - Subcontractors**

Using the table below, bidders shall state details of the subcontractors they propose to use for the Contract[[15]](#footnote-15).

|  |
| --- |
| Part C.2 : Subcontractors |
| Subcontractor 1Name:Location of sub-contractor:Proposed Role:Percentage of Works allocated: \_\_\_\_\_\_ %Subcontractor 2Name:Location of sub-contractor:Proposed Role:Percentage of Works allocated: \_\_\_\_\_\_ %*[add lines if necessary]* |

**Annex V**

**FINANCIAL PROPOSAL SUBMISSION FORM**

*Request for Proposal (RFP) no: 16/125*

 *Drasa Sector Cane Access Roads Rehabilitation Phase II – Package 8*

# Schedule of Rates or Prices

## Basis of Proposal

The bidder shall provide details of its Proposal Price by completing the Schedule of Rates below.

The Proposal Price shall be the bidder’s comprehensive offer of the Contract Price, in consideration of the bidder meeting all obligations, conditions and liabilities under the Contract Agreement and other documents referenced therein, inclusive of the cost of supplying all labour, materials, plant and supervision required to carry out the Contract Works, overheads and profit, subject only to such measurement, evaluation and adjustment as is provided for in the Contract.

## Basis of Schedules

Descriptions of various items contained in the Schedule of Rates are not intended to be a complete definition for the scope of the Contract Works, for which reference shall be made to the Specification, Drawings, Basis of Proposal and other Contract documents. The item descriptions in the Schedule of Rates shall be used only for the purposes of calculating progress payments and valuing Variations.

Abbreviations used in the Schedule of Rates are as per the following table, or otherwise using International System of Unit (SI units):

|  |  |
| --- | --- |
| **Abbreviation** | **Description** |
| LS | Lump Sum |
| PS | Provisional Sum |
| PI | Provisional Item |
| day | Calendar Day |
| h | Hour |
| m2 | Square metre |
| m3 | Cubic metre (solid measure) |
| meas. | Measureable Item |

## Provisional Items

Provisional Items are items at the SPC’s option and are fixed rates or lump sum prices inclusive of overheads and profit. The inclusion in the Schedule of Rates of a Provisional Item does not confer on the Contractor the right to perform the work to which the item relates. Such items shall be carried out only on the instructions of the Engineer and paid for at the rates or lump sums in the Schedule of Rates.

## Provisional Sums

Provisional Sums are amounts of money for work that may or may not be carried out by the Contractor. Such work shall only be performed on the written instruction of the Engineer.

## Records of Measurement

Pursuant to Sub-Clause 12.1 *[Works to be Measured]* of the General Conditions, wherever the Permanent Works are to be measured from records, such records (including cross-sections before and after construction for earthworks), shall be prepared by the Contractor which is to be checked and certified by the Engineer. Typical examples of measurement schedules will be supplied by the Engineer to the Contractor at the first contract meeting.

## Units and Pricing

Definitions of units and their abbreviations used in the Schedule of Rates shall be consistent with SI units as defined in NZS 6501. When the price for an item is left blank, the figure 0 (zero) shall be inferred and the cost of the item shall be deemed to be covered elsewhere in the Schedule of Rates.

**Basis of Payment**

Payments will be based on a measure-value contract whereby payments are done in accordance to work performed and to verified Bill of Claims.

## Currency of Payment

All prices in the proposals must be presented in Fiji Dollars (FJD) and should be inclusive of all taxes, duties VAT as applicable.

## Bill of Quantities

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **ITEM** | **UNIT** | **QTY** |  **RATE**  | **AMOUNT** |
| 1 | **PRELIMINAIRIES** |  |  |  |  |
| 1.1 | Setting Out | LS | 1 |   |   |
| 1.2 | Mobilisation & Demobilisation | LS | 1 |   |   |
|  |   |   |   |   |   |
| 2 | **CLEAR EXISTING WATER CHANNELS** |   |   |   |   |
| 2.1 | Drasa 18-26 Drain 1 | m | 750 |   |   |
| 2.2 | Drasa 18-26 Drain 2 | m | 750 |   |   |
| 2.3 | Drasa 18-26 Drain 3 | m | 750 |   |   |
| 2.4 | Drasa 18-26 Drain 4 | m | 750 |   |   |
| 2.5 | Drasa 18-26 Drain 5 | m | 750 |   |   |
|   |   |   |   |   |   |
| **3** | **MISCELLANEOUS** |   |   |   |   |
| 4.1 | Miscellaneous | LS | 1 |   |   |
|   |   |   |   |   |   |
| **4** | **CONTINGENCIES** |   |   |   |   |
| 5.1 | Contingency Sum | PS | 1 |   |   |
|   |   |   |   |   |   |
|   | **Total** |   |   |   |  |

**Annex VI**

**PROPOSAL SECURITY FORM**

*Request for Proposal (RFP) no: 16/125*

*Drasa Sector Cane Access Roads Rehabilitation Phase II – Package 8*

Bidders must provide a letter from their bank confirming willingness to issue the required Performance Security should their proposal be accepted. The bank’s letter must use wording not materially different from that stated *in italics* below. **(1 page maximum)**

By submitting the bank’s letter, bidders shall be deemed to grant SPC permission to seek a reference check as to the bidder’s financial soundness from the bank.

*\*\*\* BANK LETTERHEAD \*\*\**

*Date \_\_\_\_\_\_\_ 2017*

To: SPC Suva Regional Office

 Private Mail Bag

Suva

Fiji

Email: procurement@spc.int

WHEREAS [name and address of Contractor] (hereinafter called “the Bidder”) has

submitted a Proposal to SPC dated …………….to execute Services ……………..

(hereinafter called “the Proposal”):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

a) Fails to sign the Contract after SPC has awarded it;

b) Fails to comply with SPC’s variation of requirement, as per RFP instructions; or

c) Fails to deliver the goods and services as outlined in their proposal

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of [………………..] such sum being payable in the currency in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand, any sum or sums within the limits of [amount of guarantee].

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date.........................................................................................................

Name of Bank .........................................................................................................

Address ..........................................................................................................

**Annex VII**

**HEALTH AND SAFETY QUESTIONNAIRE**

*Request for Proposal (RFP) no: 16/125*

*Drasa Sector Cane Access Roads Rehabilitation Phase II – Package 8*

**Health and Safety Questionnaire**

Bidders shall complete the following Health and Safety Questionnaire[[16]](#footnote-16) and submit it with their tenders**[[17]](#footnote-17)**.

|  |
| --- |
| **Health and Safety Management** |
| Is the bidder aware of its responsibilities relating to health and safety at work as contained in the Fiji Health and Safety at Work Act 1996? | 🞏 Yes  | 🞏 No  |
| Does the bidder’s health and safety management systems comply with the Act in regards to the duties placed on the bidder as the Principal? | 🞏 Yes  | 🞏 No  |
| Does the bidder have written Health and Safety procedures in place?  | 🞏 Yes  | 🞏 No  |
| If the bidder answered “yes” to the previous question, do the procedures clearly identify responsibilities and actions to be followed by its personnel? | 🞏 Yes  | 🞏 No  |
| **Subcontractors** |
| Does the bidder engage subcontractors? *(If no, skip the remainder of this section and go straight to Training)*  | 🞏 Yes  | 🞏 No  |
| Does the bidder audit and/or take responsibility to manage its subcontractors for health and safety on a regular basis?  *(if yes, please give details)*  | 🞏 Yes  | 🞏 No  |
| **Training** |
| Does the bidder have a health and safety induction/orientation programme for new workers and visitors to its site(s)?  | 🞏 Yes  | 🞏 No  |
| **Hazard Management** |
| Does the bidder have a hazard register and procedures for advising, eliminating, isolating and minimising significant hazards? | 🞏 Yes  | 🞏 No |
| **Accident Statistics** |
| Number of workplace fatalities in the last 36 months:  |  |
| Number of serious harm workplace accidents in the last 36 months:  |  |
| Number of workplace accidents resulting in notifiable environmental damage or pollution in the last 36 months: |  |
| Number of improvement notices, prohibition notices or prosecutions issued by the relevant regulating authority in the last 36 months: |  |
| Number of instances of damage to power cables, water or gas mains in the last 36 months: |  |
| Average number of bidder employees per year to which above statistics apply: |  |

**Annex VIII**

**SCHEDULE OF COMPLIANCE AND DEPARTURES**

*Request for Proposal (RFP) no: 16/125*

*Drasa Sector Cane Access Roads Rehabilitation Phase II – Package 8*

**Schedule of Compliance and Departures**

**(1 page maximum)**

Using the format below, bidders shall provide details of any non-compliances and departures from the requirements of the Request for Proposal. SPC reserves the right to reject any proposal that contains non-compliances and departures which it deems unacceptable and which the bidder declines to remove or amend when asked to do so. Even departures acceptable to the SPC may result in adjustment to the price for the purposes of comparison of proposals.

|  |
| --- |
| Schedule of Compliance and Departures |
| Clause reference in RFP | Detailed description of the departure or non-compliance[[18]](#footnote-18) | Perceived benefit to SPC (if any) |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| We, the bidder, confirm that our proposal is fully compliant with the requirements of the Request for Proposal, except in the respects scheduled above. |

**Annex IX**

**Bidder’s Insurance Statement**

*Request for Proposal (RFP) no: 16/125*

*Drasa Sector Cane Access Roads Rehabilitation Phase II – Package 8*

**Bidder’s Insurance Statement**

**(1 page maximum)**

Using the format below, bidders shall undertake to provide the insurances set out in the conditions of contract[[19]](#footnote-19).

|  |
| --- |
| Bidder’s Insurance Statement**Statement by the Bidder**In accordance with the requirements of the Request for Proposal, this is to confirm the insurance arrangements that we undertake to make in relation to the Contract, should our proposal be successful.We have supplied our insurer or broker with a full copy of the Request for Proposal and they have agreed to effect on our behalf insurance policies which satisfy the Agreement’s requirements for: * Insurance for Works (Sub-Clause 8.1 in NZ3910)
* Insurance for Contractor’s Equipment (Sub-Clause 8.2 in NZ3910)
* Insurance for Public Liability (Sub-Clause 8.3in NZ3910)
* Motor Vehicle Third Party Property Damage and Legal Liability Insurance (Sub-Clause 8.3 in NZ3910)
* Insurance for Contractor’s Personnel (Sub-Clause 18.4)

We acknowledge that after award of the Contract* Evidence of the contract insurances will be completed and forwarded to SPC using the insurance information forms in section C12.3 of the Contract.
* Copies of policies and receipts for payment of the current premiums will be forwarded to SPC in accordance with Sub-Clause 18.1 *[General Requirements for Insurances]* of the conditions of Contract.

**We confirm that we understand and agree to the Insurance Requirements as per Clause 12.3, in particular relating to the use of approved or alternative insurers.**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_On behalf of the Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Annex X**

 **NZ3910 GENERAL CONDITIONS FOR CONTRACT FOR BUILDING AND CIVIL ENGINEERING CONSTRUCTIONS**

*Request for Proposal (RFP) no: 16/125*

*Drasa Sector Cane Access Roads Rehabilitation Phase II – Package 8*

**APPEND NZ3910 in place of SPC’S General Conditions**

1. Bidders who fail to provide the details required above, or whose experience is considered by the SPC to be below the standard required for a contract of this nature, may be deemed non-conforming. [↑](#footnote-ref-1)
2. Add extra pages in the same format for each reference project, up to the number specified. [↑](#footnote-ref-2)
3. Previous Clients or others may be contacted by SPC to verify the information provided. [↑](#footnote-ref-3)
4. Bidders who fail to provide the details required above, or whose track record is considered by SPC to be below the standard required for a contract of this nature, may be deemed non-conforming. [↑](#footnote-ref-4)
5. Add extra pages in the same format for each reference project, up to the number specified. [↑](#footnote-ref-5)
6. Previous Clients or others may be contacted by the SPC to verify the information provided. [↑](#footnote-ref-6)
7. Methodologies which fail to satisfy SPC of the soundness of the tenderer’s approach to the Works may be deemed non-conforming. [↑](#footnote-ref-7)
8. Bidders, whose resources of equipment and materials proposed for the Contract are not considered both sufficient for the Works and plausibly procurable, may be deemed non-conforming. [↑](#footnote-ref-8)
9. Bidders must list all items of Contractor’s Equipment to be used on this contract and ensure all items nominated in the proposal comply with any requirements stated in the Specification. All items of Contractor’s Equipment nominated herein must be available for viewing during the tender evaluation process. Tenderers that do not comply with this requirement may be deemed non-conforming. [↑](#footnote-ref-9)
10. Bidders whose resources of key personnel proposed for the Contract are not considered both sufficient for the Works and plausibly procurable, may be deemed non-conforming. [↑](#footnote-ref-10)
11. Where a key role(s) will be performed by a subcontractor, this should be clearly stated and the same information provided. [↑](#footnote-ref-11)
12. The successful bidder must provide the team members proposed in its proposal, or others of equivalent calibre, for the performance of the specified roles. Failure to do so will be regarded as a Contractor default. [↑](#footnote-ref-12)
13. Previous Clients may be contacted by the SPC to comment on the team member’s previous performance. Bidders will be deemed to have checked that the previous client contact details are valid and that the previous client and employee are willing for the information to be provided. [↑](#footnote-ref-13)
14. Failure to satisfy SPC that the bidder will take sustainable procurement seriously and provide a meaningful programme of skills transfer appropriate to the nature and duration of the Works may result in the tender being deemed non-conforming. [↑](#footnote-ref-14)
15. Bidders, whose resources of labour and subcontractors proposed for the Contract are not considered both sufficient for the Works and plausibly procurable, may be deemed non-conforming. [↑](#footnote-ref-15)
16. Failure to satisfy the SPC that the bidder has, or will have, in place systems to adequately manage the health & safety aspects of the Works may result in the proposal being deemed non-conforming and the proposal not being evaluated further. [↑](#footnote-ref-16)
17. Joint Venture bidders must complete the Questionnaire in respect of each partner. [↑](#footnote-ref-17)
18. If any non-compliances or departures come to light that are not listed in this schedule, they need not be considered as such by SPC and the requirements of the Contract may be enforced at no penalty to SPC. [↑](#footnote-ref-18)
19. Bidders who fail to complete the undertaking may be deemed non-compliant and their proposal not be evaluated further. [↑](#footnote-ref-19)