
Minor Physical Works and Services

**Request for Tenders
for a Term Services Contract to
Operate the Speewa Ferry
Contract Number: 07.2562.0175**



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RTA Term Services Contract ~ Ferry Operation

Request for Tenders

1. Notice to Tenderers

1.1 Description of tender

The Roads and Traffic Authority of New South Wales (RTA) seeks tenders for the Contracted Work described in the Tender Documents.

1.2 NSW Government Code of Practice for Procurement

You should be aware that the NSW Government has issued a Code of Practice for Procurement. You should ensure that you have a copy of the latest version (18/1/2005) which can be obtained from the NSW Treasury's website

http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf .

1.3 Other details

Defined Terms

Some words or combinations of words, (eg FERRY CROSSING, FERRY DRIVER) have special meanings in the contract documents (including the specifications). These meanings appear in Clause 10 hereof. You must make yourself aware of these meanings.

These documents are based on standard RTA documents. When you see "Reserved" or "Not Used" as a numbered heading it indicates a clause from the standard document has been struck out but that heading number is reserved so as to retain the standard clause numbering.

Description of Work

The operation and routine servicing of Speewa vehicular cable-drawn ferry as set out in the contract documents including all the specifications.

Location of Work

Speewa Ferry on the Murray River near Swan Hill, Victoria.

Contract Documents

The following two (2) volumes of documents and Addenda issued or requested by the RTA during the tender period will form the contract:

Volume 1:

- Terms for Contracted Work
- Contract Schedule – Term Services Contract
- Tender Form
- Schedule of Rates
- Form of Agreement – Term Services Contract

- Your responses to Annexures CT3A and CT3B of this *Request for Tenders* excepting your Ferry Quality Management System, Designated Uniform and Crew Fatigue Management Plan.

Volume 2:

- RTA Specifications:
 - G1 Specific Requirements for Speewa Ferry
 - M496 Speewa Ferry Operation
 - Q6-F Quality Management System (Type 6 – Ferry)
 - G10 Control of Traffic – Ferry
 - G24-F Occupational Health and Safety – Ferry Operation
 - G34-F Operational Environmental Management Plan (Ferry)
- The Contractor’s Ferry Quality Management System submitted in response to Annexure CT3A hereto.

Obtaining Tender and Information Documents:

The following documents are available for \$220.00 on paper

via the website <https://tenders.nsw.gov.au/rta> and by contacting Wesley Smith (02) 6937 1607, fax (02) 6938 1109 or email tenders_south_west@rta.nsw.gov.au.

Volume 1 and **Volume 2** as described above excepting your responses to Annexures CT3A and CT3B.

Information Documents

which may assist the Tenderers prepare their tenders:

- a draft Ferry Quality Management System (“DFQMS”) which is intended to meet the requirements of all the specifications and which incorporates:
 - a draft sample Quality Management Manual,
 - draft sample Ferry Operating Guidelines,
 - draft sample Crossing Specific Instructions and
 - many of the forms required to operate a ferry service.

The Tenderer may choose to base its Ferry Quality Management System on the DFQMS, however, it will remain the successful Contractor’s responsibility to comply with the RTA specifications and with relevant legislation.

Pre-tender meeting

A pre-tender meeting will be held on 11/12/2007 in the
Swan Hill Region Information Centre (Tourist Info. Centre)
Corner of McCrae & Curlewis Streets, Swan Hill, VIC 3585 from 11:00
am to 2:30 pm.

Tenderers to Acquire Information:

Prior to submitting a Tender, the Tenderer shall be deemed to have:

- Examined all written information made available by the Principal to the Tenderer for the purpose of tendering.
- Examined all information relevant to the risks, contingencies and other circumstances having an effect on the Tender and by the making of reasonable enquiries.
- Inspected the site and its work surrounds.

Costs of Tender Preparation

Tenderers shall bear all costs that they incur in the Tender process and in any subsequent contract negotiation phase.

Enquiries

Easwaran Veeragathipillai

Phone: 02 6937 1642, 0429 367 458

Fax : 02 6938 1109

Email: Easwaran_Veeragathipillai@rta.nsw.gov.au

Close-off of Questions

Questions received within 7 working days of the tender lodgement date will not be dealt with until after the close of tenders. Any major issues will be discussed with the successful Tenderer.

Tender Lodgement Requirements

Tenders must be lodged by:

2.30pm on 15th January, 2008

at

Tender Box,

Roads and Traffic Authority,

1 Simmons Street,

Wagga Wagga NSW 2650

and addressed:

Speewa Ferry Tender

Roads and Traffic Authority, NSW

1.4 GST information

Information and requirements relating to the GST are set out in clause 7.2.

Please note in particular that special requirements apply to tenderers who are not registered for GST or who wish to enter into a Voluntary Agreement for withholding Pay As You Go taxation (refer clauses 7.2 and 8.4).

1.5 RTA statement of business ethics

You must comply with the RTA Statement of Business Ethics. Copies of the statement are available from the RTA's website.

http://www.rta.nsw.gov.au/doingbusinesswithus/downloads/rta_businessethics_dl1.html

2. Summary of requirements for tender

2.1 Eligibility to tender

To be eligible to tender, you must:

- .1 Respond in writing to CT3A of this document,
- .2 Have an OHS&R Management and Environmental Systems (*see clause 3.1*), and
- .3 Attend the Pre-Tender Meeting and Site Inspection relating to this Tender (*see clause 3.3*),

2.2 Lodging a conforming tender

To lodge a conforming tender, you must do all the things set out in the Conforming Tender Checklist attached to this document (please note tenders submitted by facsimile or email to the RTA will not be considered).

2.3 Lodging an alternative tender

If you wish to lodge an alternative tender, you must also lodge a conforming tender and provide the details set out in clause 5.

2.4 Post-tender supporting information

To ensure that your tender remains conforming, you must provide supporting information within 3 working days of a request (*see clause 6*).

3. Eligibility to tender

3.1 You must respond to CT3A of this document and, if requested CT3B

3.2 Not used

3.3 Pre-tender meeting

You or your representative must attend the pre-tender meeting held by the RTA in relation to the Tender.

3.4 Industrial Relations Management

The Tenderer must comply with the NSW Government Industrial Relations Management Guidelines for a Category 3 project.

4. Lodging a conforming tender

4.1 Tender Form

The Tender Form must be properly completed and signed and initialled by you or by someone on your behalf as a binding legal document.

4.2 Schedule of Rates

The Schedule of Rates must be completed with all items listed being priced and with no new items added.

4.3 Not Used

4.4 Not Used .

4.5 Statutory declaration

The statutory declaration must be:

- .1 in the form set out in Annexure CT2, and
- .2 made by you or by a person who is in a position to know the facts attested to in the statutory declaration, and
- .3 signed by the declarant in the presence of a Justice of the Peace or a solicitor of the Supreme Court of New South Wales or another person authorised to administer an oath under the Oaths Act 1900 (NSW).

4.6 Tender Supporting Information;

You must submit with your Tender, the information listed in Annexure CT3A.

5. Lodging an alternative tender

5.1 You must also lodge conforming tender

You may lodge an alternative tender as long as you also lodge a conforming Tender.

A separate tender form must be submitted for each alternative tender with accompanying Pricing Schedule(s).

5.2 Details required for alternative tender

If you submit an alternative tender, you must:

- .1 show how it differs from the Tender Documents, and
- .2 show that the alternative tender satisfies the performance criteria on which the Tender Documents rely, and
- .3 detail and quantify the advantages which the alternative tender offers to the RTA, and
- .4 identify the effects of the alternative tender on the tender price,

5.3 Consideration of alternative tender

The RTA may consider your alternative tender even though your conforming Tender is not the lowest in price.

5.4 Conditions applicable to alternative tenders

The RTA may impose conditions on the acceptance of an alternative tender in addition to the conditions set out in the Tender Documents. This does not limit the RTA's right to accept any tender conditionally.

6. Post-tender supporting information

You must submit:

- the information as listed in Annexure CT3B within 3 working days of a request by the RTA. The time for submission may be lengthened by the RTA.
- any other supporting information. This must be within 3 working days of the request by the RTA except if notified otherwise.

7. Tender pricing considerations

7.1 Not Used

7.2 Goods and services tax

Your individual tendered rates and prices must exclude Goods and Services Tax (GST) but a separate item for GST is to be included, if it is payable. Any GST Free or Input Taxed Supplies to be made under the Contract must be clearly and separately identified.

If you state your ABN in your tender, the RTA will treat you as being registered for GST, unless you advise otherwise. If you will not be

registered for GST when the Contract is entered into, you must say so in your tender.

If you wish to enter into a Voluntary Agreement for withholding Pay as You Go taxation ('Voluntary Agreement'), you must say so in your tender and provide the information required for the approved form of a Voluntary Agreement as required by the A New Tax System (Pay As You Go) Act 1999.

7.3 Not Used.

8 Assessment of tenders

8.1 Late tenders

The RTA will not consider your tender if it is late unless you establish to the RTA's satisfaction that:

- .1 the cause of the lateness was beyond your control, and
- .2 consideration of the late tender could not possibly compromise the integrity of the tendering process.

8.2 Not Used

8.3. Not Used

8.4 Application of GST adjustment for non-GST taxpayers

If you are not registered for GST or you wish to enter into a Voluntary Agreement, your tender price will be increased by 10% for the purposes of tender assessment.

8.5. Best value for money assessment

Tenders will be assessed on the basis of best value for money. This includes consideration of the following criteria:

- .1 The tender price and the integrity of its structure (after application of applicable Government Purchasing Policies).
- .2 Individual rates and prices and the integrity of their structure.
- .3 Your current financial position, viability and commitments on other contracts.
- .4 Not used
- .5 Your experience and performance in the carrying out of Quality Assurance contracts which included OH&S,

Environmental and Industrial Relations Management and Customer Service delivery.

- .6 Your experience in running ferry operations.
- .7 Suitability, availability and accessibility of proposed personnel,.
- .8 Previous performance, concerning safety, industrial relations, environmental protection and community relations.
- .9 Claims history.
- .10 Record of compliance or otherwise with NSW Government Codes of Tendering and Practice.
- .11 Records of performance, claims and compliance with Codes provided by other NSW Government agencies or departments.
- .12 The other information provided in response to Annexures CT3A and CT3B.
- .13 The cost to the RTA of administering and managing contracts the tenderer has had, and / or has, with the RTA.
- .14 Your responses to any Addenda, issued by the RTA during the Tender Period, which require responses.

9 General

9.1 Tender validity period

Tenders are valid for 60 days after the closing date for Tenders.

9.2 Acceptance of tender

The RTA is not bound to accept the lowest or any tender.

A Tender is accepted only when notice in writing of acceptance is issued to you by the RTA.

9.3 Information provided for convenience only

Information provided by the RTA which does not form part of the Tender Documents is provided only for the convenience of Tenderers. That information will not form part of a contract awarded as a result of this tender process.

9.4 Information not exhaustive

Information provided by the RTA which does not form part of the Tender Documents and which describes the site or conditions which may

be encountered during the course of carrying out the Contracted Work is not to be taken as an exhaustive statement of conditions which may be encountered during the course of carrying out the Contracted Work.

9.5 Not Used

9.6 Subcontractors

You may subcontract some of the Contracted Work but only with the RTA's prior written approval, and on terms approved by the RTA. Approval to subcontract does not relieve You of any liabilities or obligations under the Contract. You may not subcontract the whole of the Contract or any of the ferry vessel operation services.

10 Defined Terms

Words used in the Contract (including the specifications) have the meanings set out below, unless the context otherwise requires. Words defined in this document can be identified in this and other documents because they appear thus Bilge Water or thus FERRY DRIVER.

The definitions appearing in ISO 9000 and in ISO 9001 Clause 3 apply in the interpretation of the words and expressions appearing in the quality assurance provisions of the Contract (except where the context otherwise requires).

Defined term	Meaning
Bilge Water.	All water other other than Tray Water within the hull of the ferry vessel
Boundaries	The boundaries defined by RTA Specification G1 Specific Requirements
Business Day	Any day other which is not a Saturday, Sunday, NSW public holiday or the 27, 28, 29, 30 or 31 December
Contract	All of the documents making up the agreement between the parties. These documents are usually described in the Form of Agreement signed by the parties.
Contract Schedule	The schedule which accompanies these Terms for Contracted Work and sets out the specific requirements of the RTA for the Contracted Work.
Contract Sum	The sum of the tendered rates multiplied by the quantities stated in the Schedule of Rates. If the Contract is a combined lump sum/schedule of rates contract, the lump sum price plus the sum of the tendered rates multiplied by the stated quantities.

Defined term	Meaning
Contracted Work	The work or services required under the Contract.
Contractor's Sign-off Point	A point beyond which a work process must not proceed without a sign-off by a person authorised by the Contractor to do so. Where the specifications names a role (eg Ferry Driver) the sign-off must be by the person in that role;
Contractor's Works	The Ferry Crossing.
Day	A Calendar day, including all Business Days and non-Business Days.
Deckhand	Any person other than the Ferry Driver or Trainee operating any part of the Ferry Crossing or directing or controlling traffic thereon.
Designated Uniform	The uniform you submitted in accordance with Annexure CT3A of the Request for Tenders.
Emergency Equipment	Life jackets, life preservers and fire extinguishers.
Environment	The natural and the built environment and all aspects of the surroundings of human beings (including physical, biological and aesthetic aspects);
Ferry Crossing	<p>The location where the Contract is to be performed and the physical things provided to the Contractor by the RTA, or used in performing the Contract, including:</p> <ul style="list-style-type: none"> ▪ the ferry vessel, ▪ dinghy and its equipment, ▪ the area of the river on which the ferry vessel operates ▪ cables, ▪ gates, barriers, booms ▪ machinery, tools and equipment (including safety equipment but excluding tools provided by the Contractor) ▪ land, buildings (including public facilities), roads, ramps and approaches within the Boundaries, ▪ mirrors and signs within the Boundaries or attached to the boundary fences ▪ the amenities block(s) and ▪ the ferrymaster's cottage.

Ferry Driver	The driver of the vessel. The Ferry Driver is in charge of the whole of the Ferry Crossing at all times it is in the control of the Contractor. In the Roads (General) Regulation, the Ferry Driver is called the “ferry operator”.
Form of Agreement	The formal document signed by the parties and headed ‘Form of Agreement’.
GST	The Goods and Services Tax introduced in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
GST Legislation	All laws and regulations relating to GST.
Hold Point or RTA Hold Point	A point beyond which a work process must not proceed without the RTA’s express written authorisation.
Identified Record	Any project record that is named as an Identified Record in the Contract
Inspection Records	The evidence of conformity specified in ISO 9001 Clauses 7.1 (d) and 8.2.4
Inspection and test forms/ITP forms	The forms that accompany the Inspection and Test Plan (ITP) and that are used for recording inspection/test results (eg verification checklists). If the ITP contains the facility to record inspection/test results, the ITP will also be regarded as an “ITP form” (refer RTA Q Clause 8.1.1).
Pollution Insurance	Insurance which relates to sudden and accidental discharge of pollution from the vessel itself or originating from vehicles carried on board.
Pricing Schedules	The schedules or other documents which set out the prices, rates or lump sums tendered by you.
Project	The Contracted Works.
Project Quality Plan	A Quality Plan which supplements the Quality Management System so that it addresses the issues of the Contracted Works
Project Record	Any record generated to document the execution of the project but does not include records which are commercial in confidence or relate to staff confidential matters.

Project Testing	Testing, including sampling, carried out on the site, at off site locations and any other testing specified in Q6 Annexure Q/A to be Project Testing
Protection & Indemnity Insurance	Insurance which relates to liability for loss of or damage to third party vessels and property, death, personal injury or illness, and removal of wreck.
Public Liability Insurance	Insurance which relates to liabilities for loss of or damage to third party property, death, personal injury or illness arising in respect of the approach to and from vehicular ferry(ies) from the land based barrier.
Quality Record	A record used to demonstrate conformity to specified requirements and effective operation under the AS/NZS ISO 9000 series or required by RTA Q.
Recipient Created Tax Invoice	As defined in the GST Legislation.
RTA (or the 'Principal')	Roads and Traffic Authority of New South Wales, the principal under the Contract.
RTA Q	RTA Q Specification Q6
RTA's Representative (or the 'Superintendent')	The person described as RTA's Representative in the Contract Schedule and the Terms for Contracted Work.
Site or Worksite	The Ferry Crossing
Site Representative	A delegate of RTA's Representative or a private company or person engaged by the RTA to act in the capacity of Site Representative.
Specification	The document or documents described as the 'Specification' or as the 'Brief' or by any other name which sets out the RTA's detailed requirements for the work or services under the Contract. 'Specification' includes any associated drawings and photographs.
Subcontract	A contract, whether written or oral, under which work, services, material, plant, equipment or advice is provided by a Subcontractor.

Subcontractor	A person who supplies work, services, materials, plant, equipment or advice to you, any of your subcontractors or any of their subcontractors in connection with the Contracted Work.
Tender Documents	<p>The documents on which your tender is based. The Tender Documents are usually described in the Tender Form submitted by you as your tender offer.</p> <p>The Tender Documents include the Terms for Contracted Work, the Contract Schedule issued at the time of tender, the Contract Interpretation Guide and the Specifications.</p> <p>The Tender Documents do not include the Request for Tenders, Conditions of Tender and Notice to Tenderers or documents provided for information only.</p>
Tender Form	The form submitted by you at the time of tender setting out your tender offer.
Term	The period of time during which you agree to provide the Contracted Work as extended by formal agreement between the parties. If the Contract is terminated, the term ends on the date of termination regardless of anything else in the Contract.
Term Services Contract	A contract under which you agree to provide the Contracted Work on a regular basis or as specified over a certain agreed period of time.
Terms for Contracted Work	The conditions of contract relating to the performance of the Contracted Work.
TMC	RTA Transport Management Centre
Trainee	An employee of the Contractor undergoing training to be either a Ferry Driver or a Deckhand.
Tray Water:	Water from the cable flowing into the catchment trays.
Witness Point	A point in a work process where the Contractor must give prior notice to the Principal and the option of attendance may be exercised by the Principal

Work	The work which you are or may be required to execute under the Contract and includes all variations and documentation.
Worker	An employee of the Contractor or a Subcontractor who does work connected with the Contract.
You, you or the Contractor	The person or entity engaged as the contractor under the Contract.

Annexure CT1

Notice to Tenderers about purchasing policies

CT1.1 Policies don't apply to federally funded works

The policies described in this Annexure do not apply to federally funded works.

CT1.2 NSW Government Purchasing Policy

The general intention of the NSW Government Purchasing Policies is to promote employment and industry development in Australia and New Zealand. The Government gives direct effect to these policies by ensuring that Australian and New Zealand suppliers receive preference in Government contracts to the extent set out in the Conditions of Tender.

CT1.3 Requirements on the RTA

The RTA has been directed by the Government to:

- .1 adopt the Government Purchasing Policies in all relevant contracts, and
- .2 ensure that its agents, consultants and others acting on its behalf adhere to the Government Purchasing Policies when relevant, and
- .3 ensure that specifications and other tender documents are drafted so as to favour locally sourced goods and services.

CT1.4 Tenderers invited to lodge concerns

An Australian or New Zealand supplier who feels that it has been excluded from tendering or penalised by anything in the Tender Documents is invited to write in confidence to:

The Director-General
State and Regional Development
PO Box R1464
Royal Exchange NSW 2000
Fax No: (02) 9228 3626

CT1.5 Assistance in locating Australian suppliers

Tenderers may contact the New South Wales Industrial Supplies Office for free of charge professional assistance in locating potential sources of supply for Australian manufactured products (and services) or those having the highest Australian manufactured content.

Contact : Executive Director NSW ISO
Telephone : (02) 9819 7200
Facsimile : (02) 9813 312

CT1.6 Not Used

CT1.7 Not Used

Annexure CT2

Statutory declaration

I [*insert name*] of
..... [*insert address*] do
solemnly and sincerely declare and affirm, in respect of the tender for the Operation and
Maintenance of the Speewa Ferry ('Tender') or any contract arising from the Tender, that:

1. I hold the position of and am duly authorised by
..... ('Tenderer') to make this declaration on its behalf.
2. * To the best of my knowledge, neither the Tenderer nor any of its employees or agents have
entered into a contract, arrangement or understanding to pay moneys to a trade association,
apart from the normal amount (annual subscription, turnover or contract fee) imposed by that
trade association.

* The Tenderer has agreed to pay a special fee to a trade association of
\$..... if it is successful in the Tender.
3. To the best of my knowledge, neither the Tenderer nor any of its employees or agents had
knowledge of the price of another tenderer prior to submitting the Tender.
4. To the best of my knowledge, neither the Tenderer nor any of its employees or agents has
disclosed the Tenderer's tender price to a rival tenderer.
5. The Tenderer submitted the Tender in good faith and has not deliberately set its tender price
above the level of rival tenderers.
6. As at the date of this declaration, the Tenderer intends to do the work the subject of the
Tender.
7. To the best of my knowledge, neither the Tenderer nor any of its employees or agents has
entered into a contract, arrangement or understanding having the result that the Tenderer or
another person will pay money to an unsuccessful tenderer if the Tenderer is successful in
the Tender (other than for work or services done or materials supplied under a bona fide
contract).
8. The Tenderer has allowed in its Tender for all workers who may be at any time employed on
the work under the Contract to be paid, and promises to pay to all such workers in the event
that the Tender is accepted, no less than the wages, allowances and other money payable to
them pursuant to all relevant legislation, awards, determinations, judgments and agreements
in respect of their employment on the work under the Contract.

And I make this solemn declaration conscientiously believing the same to be true and by virtue
of the provisions of the Oaths Act, 1900.

Subscribed and declared at [*city or town*] on [*date*]

before me:

Justice of the Peace/Solicitor

Declarant

**Delete whichever is inapplicable*

Annexure CT3A

Other information to be submitted with Tender

You must submit the following with your tender.

1. Referees

The names, addresses and telephone numbers of at least 2 referees. The RTA may contact the referees and make any enquiries in relation to the Tenderer.

2. Business Experience

Details of your business experience. Include for each business:

- type and size of business;
- its relevance or similarities to the operation of a ferry service;
- length of time you spent in industry and positions held;
- number of employees reporting to you;
- your experience in managing industrial relations
- your experience in managing OH&S
- your experience in environmental management
- your experience in managing the delivery by your staff of good customer relations
- your experience and performance in the carrying out of Quality Assurance contracts
- your experience in Quality Management Systems which included OH&S, Environmental Management, Industrial Relations and Customer Service delivery.
- Names and addresses and telephone numbers of:
 - previous employers,
 - partners or business associates.

The RTA may contact these and make any enquiries regarding you and your experience.

3. Ferry Experience

Details of your ferry experience. Include:

- size of business;
- length of time you spent in industry and positions held
- number of employees reporting to you;

4. Financial Viability and Record:

(a) A statement from a reputable financial institution setting out the following details relating to the Tenderer:

- Account name and location of account

- Overdraft facilities including current balance and total facility
- Bank guarantee facilities including current balance and total facility
- Other funding facilities available to the Tenderer including current balance and total facility

(b) Copies of the Tenderer's audited Financial Statements (including notes) for the preceding 2 financial years or, if your accounts are not audited, copies of the Tenderer's tax returns for the preceding two financial years.

(c) Have you been declared bankrupt or has any company you have owned been placed in receivership during your ownership? Please give details of each including duration and outcome.

5. Accounting Organisation and System

A description how you intend managing the financial aspects of the Contract and the financial systems you will use.

6. Not used

7. Industrial Relations Management and Record

Industrial relations management details which must include:

- ☞ The names of any Federal and NSW award to which you are or will be bound.
- ☞ If applicable, copies of enterprise or workplace agreements to which you are bound or outlines of those you intend implementing.
- ☞ If applicable, appropriate information to verify compliance with awards, enterprise or workplace agreements and other legal obligations relating to employment.

A statement signed by the Tenderer or an authorised representative of the Tenderer that the Tenderer, if successful, will comply with:

- the Workplace Practices and Industrial Relations provisions of the NSW Government's Procurement Policy. (*See http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf*) and
- the guidelines/checklists for a Category 3 construction project set down in the NSW Government's Industrial Relations Guidelines (*See http://www.construction.nsw.gov.au/docs/indrel/ir_management.pdf*)

8. Ferry Quality Management System:

A Ferry Quality Management System to which you will adhere throughout the contract and which meets the requirements of RTA Specifications Q6-F, G24-F and G34-F and includes a Quality Management Manual, Ferry Operating Guidelines, draft Crossing Specific Instructions (including Safe Working Methods Statements) and Customer Service Guidelines. The Crossing Specific Instructions must include:

- a Crew Fatigue Management Plan which is not draft and which will be varied only after the approval of the RTA Representative (See 15.1 below).
- a Lone Worker policy if required by 15.2 below

9. OH&S Management:

Has WorkCover issued an Improvement Notice or Notices for any company you have owned or managed? If yes, indicate the action taken and outcome in each case.

10. Environmental Management

Has the EPA or a Council issued an Improvement Notice or Notices for any company you have owned or managed? If yes, indicate the action taken and outcome in each case.

11. Contingency Planning

Your plan for ensuring the ferry service continues with out interruption in the following circumstances:

Personnel are absent in any of the following circumstances:

- Sudden sickness
- Sudden resignation of several ferry crew
- Abandonment of employment without communication
- Leave

12. Not used

13. Not used

14. Drug & Alcohol Policy & Plan

An outline (including all main headings of the plan you will implement if successful.

The RTA's Policy and Plans can be found at

http://www.rta.nsw.gov.au/doingbusinesswithus/downloads/contractor-ohs/05_02.pdf

and

http://www.rta.nsw.gov.au/doingbusinesswithus/downloads/contractor-ohs/05_02p.pdf .

You may wish to adopt these.

15. Crewing and Rostering:

15.1 Crew Fatigue Management

A Crossing Specific Instruction entitled "Crew Fatigue Management Plan" to which you would adhere throughout the contract. Recognising the Contractor and ferry crewmembers are responsible for their own safety and that of passengers, this must:

- comply with RTA Specification G1 Specific Requirements Clause 12.
- set down crewing, rostering, leave and "second job / moonlighting" rules which will prevent excessive fatigue,
- prohibit excessive working hours (both in single shifts and in successive shifts)

- stipulate adequate rest periods between shifts
- stipulate meal breaks which will minimise fatigue and
- form a part of your Ferry Quality Management System which will be made available to all your employees.

Note that crew fatigue is addressed by RTA Specification G1 Clause 14.2 (see Volume 2 of the contract documents).

15.2 Crewing and Lone Worker Policy

Your plans for recruiting key personnel:

- Indicate the number of Ferry Drivers and support staff you envisage and their relevant experience.
- Indicate their availability and their level of accessibility to the site.
- Indicate relief personnel availability and lead times in accessing their services.
- Indicate how you will crew the service during public holidays.
- Show proposed delegated site management and daily supervision:

Lone Worker Policy and Practice:

- If the tenderer proposes to use one operator you **MUST** include the following information in detail:
 - Operating times at which only one operator will be present
 - Lone worker policy which safeguards the operator and passengers.
 - How you will manage the following;
 - Rest Breaks
 - Meal Breaks
 - Toilet Breaks
 - Sickness

The Lone Worker Policy and Practice cannot be varied from those you submit here without the RTA Representative's prior approval.

16. Designated Uniform:

The design of the proposed 'Designated Uniform' which will be worn at all times throughout the contract.

Annexure CT3B

Other information to be submitted within 3 working days of a request by the RTA:

- 1 Employment terms and conditions.
- 2 The number of, and names of, Ferry Drivers, Deckhands and management support staff, their relevant experience and the names, 'phone numbers and addresses of referees for them. The RTA may contact these.
- 3 Their availability and their level of accessibility to the site.
- 4 Details of relief personnel, availability, lead times in accessing their services.
- 5 Proposed delegated site management and daily supervision.

Minor Physical Works and Services – Conforming Tender Checklist

To ensure your Tender is conforming, you must:

- Complete the Schedule to Tender Form (last page of Tender Form).
- Attach the Schedule to Tender Form to the Tender Form.
- Sign the Schedule to Tender Form in the place provided (or make sure it is signed by a person with authority to sign on your behalf).
- Initial all pages of the Tender Form.
- Complete the Schedule of Rates.
- Initial all pages of the Schedule of Rates.
- Complete your responses to Annexure CT3A hereto
- Initial all pages of your responses to Annexure CT3A.
- If the RTA has requested you to do so, complete your responses to Annexure CT3B hereto
- Initial all pages of your responses to Annexure CT3B.
- If the RTA has requested a response from you regarding any Addenda, complete your responses.
- Initial all pages of your responses to the above Addenda
- Prepare and make the Statutory Declaration (see clause 4.5)
- Include advice as to your GST-status if you are not registered for GST or you wish to enter into a Voluntary Agreement for withholding Pay As You Go Taxation (see clause 7.2)
- Lodge all the documents listed above in the Tender Box by the closing date and time. Note that tenders submitted by facsimile or email will not be considered.

Although the following documents form part of the contract, the RTA does not require you to submit at the time of tender:

- The Terms for Contracted Work.
- The Contract Schedule.
- The Specifications issued by the RTA for this Tender namely:
 - G1 Specific Requirements
 - M496 Ferry Operation
 - Q6-F Quality Management System (Type 6 – Ferry)
 - G10 Control of Traffic – Ferry
 - G24-F Occupational Health and Safety – Ferry Operation
 - G34-F Environmental Protection- Ferry Operation.
- Any Addenda issued by the RTA which do not require a response from you.

Last page