

RAIL CORPORATION NEW SOUTH WALES

Level 6, 18 Lee Street
Chippendale NSW 2008

**REQUEST FOR TENDER
DOCUMENT No. 2007/1208**

**PROVISION OF RURAL COACH SERVICES TO
COUNTRYLINK**

**Tenders close at 10 am on
Wednesday 22 August 2007
“Closing Date”**

INDEX

PART 1	Introduction
PART 2	Conditions of Tendering
PART 3	Draft Contract
PART 4	Tender Criteria
PART 5	Tender Schedules (including the Form of Tender)
Appendix 1	List of Separable Parts of the Rural Coach Service Network being tendered
Appendix 2	Map of CountryLink Network
Appendix 3	Timetable for each of the tendered Separable Parts
Appendix 4	CountryLink Coach Operators' Manual
Appendix 5	RailCorp's Safety Policy and RailCorp's Drug & Alcohol Policy and CountryLink's Incident Response Plan
Appendix 6	Livery Design

PART 1

INTRODUCTION

1. INTRODUCTION

Overview/Scope of Works

- 1.1 Rail Corporation New South Wales ("RailCorp") provides rail services throughout New South Wales under the brand name CountryLink. RailCorp also enters into contracts with private coach operators to provide coach services throughout New South Wales ("**Rural Coach Services**").
- 1.2 At present, the Rural Coach Services are organised into various parts ("**Separable Parts**") that link different locations in New South Wales, Queensland and Victoria.
- 1.3 RailCorp is calling for tenders from coach operators for the provision of twenty-four (24) of the various Separable Parts of the Rural Coach Services. Contracts will have an initial term of five years, and RailCorp will have options to extend the contract for further terms of up to three, 12 month periods. RailCorp's requirements in relation to the Rural Coach Services are outlined in this Request for Tender. Although potential tenderers should read and understand all of this Request for Tender, some "frequently asked questions" are set out below.

How is this Request for Tender structured?

- 1.4 This Request for Tender is divided into the following sections:
 - (a) Part 1 contains a scope of works and answers some "frequently asked questions";
 - (b) Part 2 contains the Conditions of Tendering with which you must comply;
 - (c) Part 3 contains the Draft Contract, which you will have to enter into if RailCorp accepts your tender;
 - (d) Part 4 contains the Tender Criteria on which your tender will be assessed;
 - (e) Part 5 contains the Tender Schedules, including the Form of Tender, which you must complete;
 - (f) Appendix 1 contains a list of the 24 Separable Parts that are part of this Request for Tender, the major towns between which the Rural Coach Services for each of those Separable Parts travel, and the number of seats that have to be provided for each Separable Part;
 - (g) Appendix 2 contains a map of the CountryLink Network including the Rural Coach Services;
 - (h) Appendix 3 contains the timetables for each Separable Part;
 - (i) Appendix 4 contains the CountryLink Coach Operators' Manual with which you must comply;
 - (j) Appendix 5 contains RailCorp's Safety & Drug and Alcohol Policy with which you must comply;
 - (k) Appendix 6 contains details of the Livery Design.

Who can tender for Rural Coach Services?

- 1.5 Any operator who is an Accredited Service Operator under the *Passenger Transport Act 1990* (NSW) ("**the PTA**") for long distance, tourist, charter, or regular passenger services can participate in this tender. Accreditation from a State or Territory other than New South Wales

is not acceptable. To be eligible to tender, potential tenderers must be Accredited Service Operators by the closing date for tenders.

Can I tender for more than one Separable Part?

- 1.6 Yes. Tenderers can tender for one Separable Part or more than one. There is no limit on the number of Separable Parts for which you can tender. Tenderers can combine different Separable Parts to form a network. RailCorp encourages you to be creative in the way in which you combine the Separable Parts in order to maximise the efficiency of the Rural Coach Services.

When do tenders close?

- 1.7 Tenders close at 10.00am on Wednesday, 22 August 2007.

Will there be a briefing for prospective tenderers?

- 1.8 No Pre-Tender Industry Briefing is scheduled to be held.

What is the anticipated timetable after tenders close?

- 1.9 The anticipated timetable after tenders close is as follows:
- (a) Tenders will close on Wednesday, 22 August 2007.
 - (b) It is anticipated that the evaluation will take around 4 weeks.
 - (c) Successful tenderers will be notified in October 2007 for contracts to begin 1 November 2007.

What if I am a successful tenderer but I need to replace my old coach?

- 1.10 The vehicles which you use to provide the Rural Coach Services must comply with the coach age requirements as set out in the Draft Contract in Part 3. In summary, coaches that are used to provide Rural Coach Services can never be older than 8 years. There is no "average" in the coach age requirement. Apart from the provision of clause 1.11 below, if any coach you use is older than 8 years, that will be a breach of contract.
- 1.11 However, RailCorp realises that some successful tenderers will need to replace their old coaches with new coaches in order to comply with the coach age requirements. For this reason, the coach age requirements will not apply for the first six months of the contract, to provide time for successful tenderers to make suitable arrangements. However, during the first six months, no coach can be older than 10 years. In addition, during the first six months, you must still comply with all other vehicle requirements specified in this Request for Tender, including all of the applicable requirements in the Contract in Part 3.

What livery is required?

- 1.12 All vehicles will be required to operate in CountryLink livery, which will include your brand name. Your tender should be based on a vehicle with a white base with four colours either in paint or decals (refer Appendix 6). All vehicles must display the required livery within three (3) months of the award of contract.

What information do I need to include in my tender?

- 1.13 You need to complete Part 5 of this Request for Tender containing the Tender Schedules. You can also get an electronic copy of Part 5 from Anwar Islam, whose details are set out in paragraph 1.25 of this Request for Tender. You will need to include photocopies of certain

documents (such as insurance policies and proof of accreditation) and photographs of your depot in Part 5.

- 1.14 The prices you quote in Part 5 must be *exclusive* of GST.

On what basis will my tender be assessed?

- 1.15 Your tender will be assessed according to the Tender Criteria in Part 4. Understanding the Tender Criteria will help you complete the Tender Schedules in Part 5.

Do I need to read any documents other than this Request for Tender?

- 1.16 Yes. The tenderer's attention is drawn to the provision of the NSW Government Code of Practice for Procurement ("Code"). If any tenderer fails to comply with the code, the failure may be taken into account by RailCorp when considering this or any subsequent tender and may result in this or any subsequent tender being considered.

How do the Rural Coach Services operate?

- 1.17 Many of the passengers on the Rural Coach Services will have pre-booked and pre-paid their tickets through the CountryLink reservation system or travel agents. The basic way that the Rural Coach Services work is that RailCorp pays you to provide them, and RailCorp gets to keep all of the revenue from the ticket sales (except for your commission on unreserved tickets that you sell, which is discussed in paragraph 1.23 of this Request for Tender).

If I am a successful tenderer, how will I get paid?

- 1.18 If you are a successful tenderer, you will be paid by the 15th day of every month in arrears for providing the services. In effect, RailCorp is paying you to provide a high standard service with a specified number of seats and also to attend to all other RailCorp requirements for providing Rural Coach Services.
- 1.19 RailCorp will pay the Contractor after the Contractor has provided the daily On Time Running information, monthly compliance declaration and monthly coach ticket sales return (email and post).
- 1.20 In addition, if a train service with which you connect arrives late and that causes the departure of one of the Rural Coach Services that you provide to be delayed by more than 30 minutes, or RailCorp requires you to provide additional runs (for example during peak times such as Christmas), RailCorp will pay you an additional amount as per Tender Schedule 10 and 11.
- 1.21 The full details of remuneration are set out in the Draft Contract in Part 3.

Commission

- 1.22 As noted above, most of the CountryLink passengers will have pre-booked and pre-paid their tickets through the CountryLink reservation system or travel agents. However, some passengers will need to buy tickets directly from your drivers. As you are being paid to provide a specified number of CountryLink seats, you must remit to RailCorp all money you receive from ticket sales. However, you are entitled to retain 10% of the value of any tickets that you sell directly to passengers on the Rural Coach Services.

How many seats do I need to provide?

- 1.23 The number of seats which you need to provide varies between the different Rural Coach Services. Full details of the number of seats which you need to provide are set out in Appendix 1 of this Request for Tender. You must be able to provide the number of seats set

out in Appendix 1 *plus* one or two additional spaces for passengers in wheelchairs dependent on the individual service.

Provision of a Global Positioning System (GPS) device

- 1.24 Tenderers shall allow the Provisional Amount for each Separable Part tendered in the Tender Schedules, for the supply and installation of a Global Positioning System (GPS) device. It is RailCorp's intention that all contracted Rural Coach Services be equipped with a common GPS device which will be able to be monitored by RailCorp in addition to the Operator. The GPS may also include the provision for electronic manifests and ticketing functions within the same device. It is anticipated that the GPS device will be installed within six (6) months of the contract commencement, with the additional functionality to follow during the term of the contract. Provisional amounts have been included in the Tender Schedules. RailCorp will pay for the cost of the system and installation from the Provisional amounts listed in the Tender Schedule. The maintenance amount listed in the Tender Schedule for the on-going maintenance of the satellite monitoring system shall be payable to the Contractor after the initial warranty period following installation.

Who can I speak to if I have further questions?

- 1.25 If you have further questions after reviewing all of this Request for Tender, you can contact Anwar Islam, Senior Contracts Officer:
- (a) during business hours on (02) 8922 0260 or
 - (b) by fax on (02) 8922 0195; or
 - (c) by e-mail at anwarul.islam@railcorp.nsw.gov.au.

PART 2

CONDITIONS OF TENDERING

2. CONDITIONS OF TENDERING

2.1 Part 2 contains the Conditions of Tendering with which you must comply.

Invitation

2.2 You are invited to submit a tender in accordance with this Request for Tender ("RFT"). This invitation to tender is not an offer, but rather it is an invitation to potential tenderers to submit an offer. If RailCorp accepts your tender, you will be legally bound to provide Rural Coach Services in accordance with this Request for Tender, and you will be legally bound to enter into a contract with RailCorp in substantially the same form as the Draft Contract in Part 3.

Closing date and method of delivery

2.3 The closing date for you to lodge a tender is 22 August 2007. ("**Closing Date**").

2.4 Tenders must be submitted in a sealed envelope which shows the Document Number of this Request for Tender and the Closing Date clearly. Tenders can be delivered personally or sent by prepaid post.

2.5 If a tender is to be delivered by hand, it must be addressed as follows:

TENDER BOX
Rail Corporation New South Wales
Reception Area
L9, Sydney Central
477 Pitt Street
SYDNEY NSW 2000 (*Nearest cross street – Hay Street*)

2.6 Tenders delivered by hand may only be lodged between 8.00am and 4.30pm on normal working days except on the Closing Date, when they must be delivered by 10.00am.

2.7 If a tender is to be delivered by prepaid post, it must be addressed as follows:

TENDER BOX
Rail Corporation New South Wales
Contracts & Procurement Unit
L1, North Wing
477 Pitt Street
PO Box K349
HAYMARKET NSW 1238

2.8 Tenders sent by prepaid post will only be accepted if they are dated and time stamped by Australia Post not later than the day before the Closing Date.

2.9 Any additional information or corrections must be received by the Closing Date.

2.10 If your tender is late, it may be rejected by RailCorp at its absolute discretion.

2.11 Your tender must be in **English and must be in hard copy**.

2.12 Your tender must include:

- (a) completed Tender Schedules from Part 5, including the Form of Tender; and
- (b) all of the documents and photographs required by the Tender Schedules in Part 5.

- 2.13 If there is not enough space, you can complete the information on additional pages in the same format. Each additional page must be numbered consecutively and identify the relevant section of this Request for Tender clearly.
- 2.14 If you make any assumptions in your tender, they must be identified clearly.
- 2.15 You must submit the **original tender plus two complete copies of the tender, including any covering letter**. The original must be marked "original" and the copies must be marked "copy only". The tender marked "original" will prevail over the copies in the event (and to the extent) of any inconsistency between them.

No remuneration of costs or expenses

- 2.16 RailCorp is not liable to you for any costs, losses or expenses incurred by you in preparing your tender or in respect of any discussion, enquires or negotiations undertaken by you before or after your tender is submitted.

Copies of the Request for Tender

- 2.17 You must obtain a copy of the Request for Tender directly from RailCorp to be eligible to lodge a tender. Copies may be purchased in hard copy via the Contact Person noted or via the website noted below.
- 2.18 An electronic copy of the Request for Tender Document is available on

<https://tenders.nsw.gov.au/railcorp>

Ownership of tender material

- 2.19 All material submitted in response to this Request for Tender, including tenders, is the property of RailCorp.

Compliance and alternative/non-conforming proposals

- 2.20 If your tender does not comply with this Request for Tender then it may be rejected by RailCorp at its absolute discretion.
- 2.21 However, RailCorp may consider alternative or non-conforming tenders in its absolute discretion. RailCorp's preference is for a compliant tender to be offered in addition to any alternative or non-conforming tender.

GST and recipient created tax invoices

- 2.22 You must be registered for GST and must provide your Australian Business Number in Tender Schedule 2. All prices that you quote in the Tender Schedules must be *exclusive* of GST.
- 2.23 Where the GST law permits, RailCorp will issue a recipient created tax invoice to you for all taxable supplies (except excluded supplies) made by you in relation to the Rural Coach Services. The full details of the GST arrangements are set out in the Draft Contract in Part 3 of this Request for Tender.

Execution

- 2.24 You must sign each of the Tender Schedules in Part 5. You must also initial any alterations.
- 2.25 The Form of Tender in Part 5 must be executed as indicated below:

- (a) If you are a company:
 - (i) by affixing the common seal of the company, which is witnessed by:
 - A. two directors; or
 - B. a director and a company secretary; or
 - C. the director, if a proprietary has a sole director who is also the sole company secretary; or
 - (ii) by signature of two persons authorised by the corporation to bind it in contract. In such circumstances a copy of the authorisation duly executed under the seal of the corporation must be submitted with the tender; or
 - (iii) if the tender is not executed under a common seal as indicated in (i) above, it must be signed by:
 - A. two directors; or
 - B. a director and a company secretary; or
 - C. the director, if a proprietary has a sole director who is also the sole company secretary.
- (b) If you are trading as a partnership, by signature of a partner authorised to bind the partnership in contract duly witnessed.
- (c) If you are a proprietor or proprietors trading under a business or trade name, by signature of each of the proprietors duly witnessed.
- (d) If you are an individual, by signature of the individual duly witnessed.

Enquiries

- 2.26 If you find any discrepancy, error or omission in this Request for Tender or have any question or wish to make any enquiry concerning this Request for Tender, you must notify the contact person in the first instance by telephone, prior to the Closing Date. You may be required to put your inquiry in writing. RailCorp may, in its absolute discretion:
- (a) decline to respond to or answer any such inquiry; or
 - (b) respond to or answer any such inquiry by issuing:
 - (i) Addenda to all tenderers, under paragraph 2.30; or
 - (ii) an information document to all tenderers; or
 - (c) respond only to the tenderer who made the enquiry.

Contact person

2.27 All enquiries in relation to this Request for Tender must be directed to:

Anwar Islam
Senior Contracts Officer
Contracts & Procurement Unit
Phone: (02) 9822 0260
Fax: (02) 8922 0195 (Please mark the fax “Attention to Anwar Islam”)
Email: anwarul.islam@railcorp.nsw.gov.au

2.28 Telephone enquiries can be made between the hours of 9:00 am and 4.30 pm only on normal working days.

Amendment to this Request for Tender

2.29 RailCorp may amend this Request for Tender at any time prior to the Closing Date. Any amendment to the Request for Tender will be issued as an "Addendum" before the Closing Date. No explanation or interpretation of this Request for Tender may be relied upon by you as an amendment to this Request for Tender unless given in the form of an Addendum. Any Addendum will become part of this Request for Tender.

Your knowledge

2.30 By submitting a tender, you agree that you:

- (a) have acquainted yourself with all aspects of this Request for Tender and all other documents included or referred to in it;
- (b) have examined all other information provided by RailCorp to tenderers in connection with this Request for Tender;
- (c) have examined all other relevant information available on reasonable enquiry;
- (d) were not disadvantaged by a lack of information or any ambiguities; and
- (e) have satisfied yourself as to the completeness, correctness and sufficiency of your tender.

Conflicts of interest and fair dealing

2.31 RailCorp's policy is to engage in the highest standards of ethical behaviour and fair dealing.

2.32 Accordingly, you are required to complete Tender Schedule 22. The information you provide in Tender Schedule 22 will be taken into account in evaluating the tender.

2.33 By lodging your tender, you affirm that you have not given, offered to give, nor intend to give any inducement or reward, including without limitation any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favour or service to any public servant, employee, agent, or subcontractor of RailCorp or of the Government of New South Wales in connection with your tender.

2.34 If you are found to have offered any inducement or reward of the sort described above, or are found to have committed corrupt conduct in accordance with the provisions of the *Independent Commission Against Corruption Act 1988* (NSW), you will be disqualified and paragraph 2.38 of this Request for Tender will apply.

2.35 You should be aware that any offer of an inducement or reward in connection with the Request for Tender and submitted proposals may constitute a criminal offence under the *Crimes Act*

1900 (NSW) and/or corrupt conduct under the *Independent Commission Against Corruption Act 1988 (NSW)*.

2.36 By lodging your tender, you also confirm that:

- (a) you have not engaged (and will not engage) in any uncompetitive behaviour or other practice which has denied or may deny legitimate business opportunities to other tenderers or potential tenderers, including but not limited to:
 - (i) the payment of unsuccessful tender fees; or
 - (ii) the payment to any third party of money, incentives or other concessions contingent upon the success of your tender which does not relate to the provision of bona fide services relevant to the object of the tender;
- (b) you have observed (and will continue to observe) all relevant statutory and other legal requirements and have not:
 - (i) colluded with other tenderers or any employees of RailCorp;
 - (ii) submitted an inflated bid ("**cover price**") to advantage another tenderer;
 - (iii) entered any improper commercial arrangements with any persons, including but not limited to any employees of RailCorp, or any tenderers, contractors, sub-contractors, suppliers or agents;
 - (iv) sought to influence contract decisions outside the tender process; or
 - (v) accepted or provided any incentives to provide contracts or services to any tenderers, contractors, sub-contractors, suppliers or agents;
- (c) you have not (and will not), directly or indirectly:
 - (i) paid or allowed or entered into any contract, arrangement or understanding to pay or allow any money to a trade or industry association in relation to the Rural Coach Services;
 - (ii) paid or allowed or entered into any contract, arrangement or understanding to pay or allow any money to or on behalf of any other tenderer nor have you received or entered into any contract arrangement or understanding to receive any money or allowance from any other tenderer; or
 - (iii) entered into any contract, arrangement or understanding with anyone else which has had the effect of increasing the tender price;
- (d) you are not aware that any other tenderer has submitted a cover price.

2.37 If you have engaged (or engage) in any of the improper conduct described in paragraphs 2.34 or 2.37 of this Request for Tender, then, notwithstanding anything to the contrary in this Request for Tender (including the Draft Contract in Part 3), RailCorp may, at its option, and without prejudice to any and all other rights and remedies it may have under this Request for Tender or under any contract between RailCorp and you or under any applicable law:

- (a) terminate any contract between RailCorp and you forthwith, without compensation to you or any payment in lieu of notice to you; and
- (b) recover from you any money you have paid or received improperly.

Government Codes

- 2.38 The tenderer's attention is drawn of the NSW Government Code of Practice for Procurement ("Code"). If any tenderer fails to comply with the Code, the failure may be taken into account by RailCorp when considering this or any subsequent Tender and may result in this or any subsequent Tender not being considered. Your demonstrated ability to comply with the Code is an essential condition of your tender.
- 2.39 By lodging your tender, you acknowledge and represent that:
- (a) you are aware of the requirements of the Code;
 - (b) you will comply with the Code; and
 - (c) you agree to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any contract that may be awarded.
- 2.40 If you fail to comply with the Code, your failure will be taken into account by RailCorp when considering this or any subsequent tender and may result in this or any subsequent tender being passed over without prejudice to any other rights of action or remedies available to RailCorp.

Your tender will remain open

- 2.41 In consideration of RailCorp examining your tender, you agree not to withdraw your offer for at least 120 days after the Closing Date.

Clarification

- 2.42 RailCorp may at its absolute discretion seek clarification, additional information or material from you after the Closing Date. Any information which you provide will form part of your tender.

False or misleading claims

- 2.43 You must ensure that all of the information which you provide is accurate. You must also ensure that it is not misleading or deceptive.

Opening of tenders

- 2.44 Tenderers and their representatives cannot attend the opening of tenders.

List of tenderers

- 2.45 Within 48 hours after the Closing Date, RailCorp will display on its website (www.tenders.nsw.gov.au/railcorp) a list of the tenders received, listing each tenderer's name only. The information will also be available from the contact person referred to in paragraph 2.28 of this Request for Tender.

Acceptance

- 2.46 You will be notified in writing if your tender is successful. If your tender is successful, it will be deemed to be accepted by RailCorp:
- (a) when notice in writing of such acceptance is handed you; or
 - (b) when notice in writing of such acceptance is sent by prepaid post to you at the address provided by you in the Tender Schedules; or

- (c) when notice in writing of such acceptance is sent by facsimile to you at the facsimile number provided by you in the Tender Schedules;

which ever occurs first.

- 2.47 If sent by prepaid post, the time of posting by RailCorp shall be deemed to be the time of acceptance.
- 2.48 If sent by facsimile, the time when a transmission report is produced by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety shall be deemed to be the time of acceptance.
- 2.49 RailCorp will not necessarily accept the lowest priced (or any) tender. The tenders will be assessed according to the Tender Criteria set out in Part 4.

Disclosure of contract information

- 2.50 By lodging a tender you authorise RailCorp to disclose the following information, in accordance with NSW Government Policy.
- 2.51 Within 90 days after the award of tenders, RailCorp may disclose the following information on the its website:
 - (a) details of the contract;
 - (b) the full identity of the successful tenderers including details of cross ownership of relevant organisations;
 - (c) the price payable by RailCorp and basis for future changes in this price, if applicable;
 - (d) the significant evaluation criteria and weightings used in tender evaluation; and
 - (e) provision for re-negotiation (if applicable).
- 2.52 You may request RailCorp not to disclose particular information included in your tender if you believe that disclosing such information would place you at a substantial commercial disadvantage with your competitors at the time of entering into the contract or at a later date. You must identify such information as "commercial in confidence" and must give reasons for requesting this.
- 2.53 If you are in contention for a contract, and you have marked information "commercial in confidence", RailCorp will advise you what information it agrees not to disclose. If you and RailCorp cannot agree about what should be disclosed, RailCorp may seek advice of others. However, RailCorp's decision is final and is at its absolute discretion. A decision by RailCorp under this paragraph is not a decision which falls within any dispute resolution procedures specified in the contract being tendered.
- 2.54 Subject to the paragraph below, if you are not successful, RailCorp will not disclose any information to the general public unless you agree, or disclosure is required by law.

Exchange of information between NSW government agencies

2.55 By lodging a tender you:

- (a) authorise RailCorp to make available information contained in or provided in connection with your tender including, but not limited to, information relating to your performance of any contract that may be awarded, to any NSW government agency on request. Such information may be used by the recipient NSW government agencies for assessment of your suitability for registration, pre-qualification, selective tender lists, expression of interest or the award of a contract or termination of contract; and
- (b) confirm in respect of any personal information contained in or provided in connection with your tender, that each individual to whom that personal information relates has authorised the collection by RailCorp (and other NSW government agencies) of their personal information for the purposes of assessment of your tender and performance of any contract that may be awarded and consents to the use and disclosure of their personal information as described in this document.

2.56 If you are an individual, you may have rights to access personal information RailCorp holds about you subject to any exceptions which may apply to your right to access under the *Freedom of Information Act 1989* (NSW).

2.57 You agree that the provision of information contained in, or provided in connection with, your tender or the Rural Coach Services by RailCorp to any other NSW government agency is a communication falling within section 22(1) of the *Defamation Act 1974* (NSW), and you agree that you will have no claim against RailCorp or the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss arising out of the communication.

2.58 If you are successful, your performance will be monitored and assessed during the course of the contract. Performance assessment reports, including substantiated reports of unsatisfactory performance, can be taken into account by NSW government agencies and may result in future opportunity for the NSW government work being restricted or lost.

RailCorp not obliged to accept any tender

2.59 RailCorp is not obliged to accept any tenders and may determine not to accept any tender at all. RailCorp may determine in its absolute discretion not to proceed with this Request for Tender at any time and may determine to issue another request for tender in respect of the same work.

No legal relationship

2.60 Except as provided in paragraph 2.42 of this Request for Tender, no binding legal relationship will exist between you and RailCorp unless and until your tender is successful and accepted by RailCorp.

Information

2.61 RailCorp will not be liable for any incorrect or misleading information or omission to disclose information in any tender.

PART 3

DRAFT CONTRACT

PART 4

TENDER CRITERIA

4. TENDER CRITERIA

- 4.1 It is important for you to understand the criteria that RailCorp will use to judge your tender. Understanding these criteria will help you fill out the Tender Schedules in Part 5, and give you the best chance of being awarded a Rural Coach Service Contract. The tender criteria are not listed in any special order and may not be accorded equal weight. You should be aware that RailCorp may engage external consultants to assist with the evaluation process.

Value for money

- 4.2 It is important to be aware that RailCorp is looking for tenders that offer the best value for money for RailCorp. This does not necessarily mean the cheapest price. While the cost of the Rural Coach Services is obviously a relevant matter that RailCorp will take into account, there are other criteria that are also important. These are set out below, in no particular order.

Statement of Compliance (Part 5 – Tender Schedule 3)

- 4.3 The degree of compliance or non-compliance with this RFT is an important consideration that RailCorp will take into account when evaluating tenders.

Accreditation (Part 5 – Tender Schedule 4 plus insert)

- 4.4 It is essential that you are (and at all times continue to be) an Accredited Service Operator for long distance, tourist, charter or regular passenger services with the Ministry of Transport New South Wales. Accreditation from another State or Territory may be required if the Rural Coach Service crosses any state or territory boundary.

Insurance Details (Part 5 - Tender Schedule 5 plus insert)

- 4.5 In the event that the Rural Coach Services are involved in an accident, or you are sued for any other reason, it is essential that you are adequately insured. For this reason, you need to provide details of your current insurance policies. If you are awarded a Rural Coach Service Contract, you must make RailCorp a co-insured under your policies, and comply with the other insurance requirements in the Draft Contract in Part 3.

RailCorp's Safety Policy, RailCorp's Drug & Alcohol Policy, Occupational Health, Safety and Rehabilitation and CountryLink Coach Services Incident Response Plan (Part 5 - Tender Schedule 6)

- 4.6 As you can imagine, RailCorp requires that the Rural Coach Services are safe at all times. You must indicate how you will comply with RailCorp's Safety Policy and RailCorp's Drug & Alcohol Policy in Appendix 5 to this Request for Tender. These requirements are additional to your compliance with the relevant OHS Act and Regulations. You must also indicate how you will ensure that any Rural Coach Service that you provide will be safe. Also indicate how you will measure driver fatigue including on-going medicals. In addition, you must provide details of how you will report and monitor drivers who have secondary employment.

Industrial Relations (Part 5 - Tender Schedule 7)

- 4.7 RailCorp is interested in how you will manage industrial relations issues. RailCorp is also keen to ensure that all staff employed by you are committed to the professional provision of Rural Coach Services and have been given appropriate training in customer services especially in the areas of Interpersonal Communication, Cultures and Conflict Management Skills. You will therefore need to demonstrate that they have been (or will be) trained appropriately and that there is an on-going commitment to provide refresher training to existing drivers and new employees/drivers.

- 4.8 The Contractor in particular are responsible for ensuring that their drivers attend for duty in a fit and well rested condition to enable them to commence and complete their shift unimpaired by the effects of fatigue. Drivers also have a responsibility to report to their employer if they are unfit to attend or continue to work. As part of the Contractor's fatigue management, if drivers work for any other organisation or for themselves in secondary employment (including in a voluntary capacity), the Contractor has a responsibility to ensure that RailCorp are advised about those working arrangements and how they are monitored against fatigue.
- 4.9 RailCorp considers that as a minimum, the Contractor will report at least yearly on their drivers engaged in secondary employment or volunteer work. Any such work in excess of five (5) hours per week are required to be reported to RailCorp and monitored by the Operator.
- 4.10 The Contractor also need to confirm that all drivers are paid according to or above the Motor Bus Drivers and Conductors (State) Award

Environment (Part 5 - Tender Schedule 8)

- 4.11 RailCorp is keen to ensure that the Rural Coach Services are provided in a manner that does not breach any environmental legislation. This includes but is not limited to vehicle emissions, toilet drop and washing facilities and proper disposal of used lubricants. You therefore must indicate how you will comply with the relevant legislative requirements.

Annual Lump Sum Price (Part 5 - Tender Schedules 9, 10 and 11)

- 4.12 While value for money does not automatically mean the lowest price, RailCorp is keen to maximise the return on the taxpayers' dollar. For this reason, your Lump Sum Price, Additional Services Amounts and Waiting Time Amounts are important considerations for RailCorp.

Calculation of Tender Price and Details of Current Financial Position (Part 5 - Tender Schedules 12 and 13)

- 4.13 RailCorp wants to know the basis on which you calculated your tender price. Therefore you are required to complete Tender Schedule 12. RailCorp reserves the right to clarify or query your calculations or methodology in relation to the tender price (or any component(s) of the tender price) before awarding the contracts.
- 4.14 RailCorp would also like to have details of your financial position current as at the time tenders are submitted. Therefore you are required to provide the information set out in Tender Schedule 13. This information may be analysed on behalf of RailCorp by external consultants who will provide RailCorp with written confidentiality undertakings in relation to confidential information.
- 4.15 RailCorp reserves the right to conduct reference checks and collect background information on the business, directors, partners, shareholders or persons in control of the business as a part of its request for tender process. Such checks may include (but not limited to) defaults, court actions, bankruptcy and ASIC searches.

Patronage increases (Part 5 - Tender Schedules 14)

- 4.16 RailCorp wants to know of any ideas or proposals you intend to implement in order to increase the patronage levels on the various Separable Parts you are tendering if you were awarded a Rural Coach Services contract.

Proven experience and known level of services and reliability (Part 5 - Tender Schedules 15 and 16)

- 4.17 RailCorp wants to know whether those who are tendering for Rural Coach Service contracts will have the knowledge, skills and experience required to provide the Rural Coach Services. For this reason, RailCorp wants to know about:
- (a) the key personnel who run your business; and
 - (b) the experience you have had providing services of this kind.
- 4.18 In addition, if you are an existing contractor, or have provided services to RailCorp in the past, the level and quality of service that you provided will be taken into account.

Local knowledge (Part 5 - Tender Schedule 17)

- 4.19 RailCorp will give a higher rating to those tenderers who demonstrate a well-grounded knowledge of local issues and the regions through which the Rural Coach Services will be operating.

Details of Coaches to be Provided (Part 5 - Tender Schedule 18)

- 4.20 Obviously RailCorp is keen to ensure that the vehicles that you use to provide the Rural Coach Services are appropriate. For this reason, you need to provide details of the vehicles that you own or lease, or will acquire, to use to provide the Rural Coach Services.
- 4.21 You will also need to demonstrate that your maintenance recording system ensures that all vehicles in your fleet are maintained in a timely manner and to manufacturers specifications. This will also include a tyre replacement program.

Depot and Details of Related Matters (Part 5 - Tender Schedule 19 plus photographs)

- 4.22 RailCorp requires you to provide a centrally located, fully functional and equipped, local authority approved depot. Your depot should have secured parking, proper maintenance pits or their equivalent, oil separators, wash bays and toilet drop facilities.
- 4.23 All depots will also need to demonstrate a commitment to occupational health, safety and rehabilitation principles such as the proper display of warning signs and cleanliness.
- 4.24 You need to provide RailCorp with colour photographs of your depot (see Schedule 19 for further details). RailCorp reserves the right to inspect all depots.
- 4.25 In evaluating the tenders, RailCorp will take into account the proximity of the depots in relation to the services, areas being tendered.

Wheelchair access (Part 5 - Tender Schedule 20)

- 4.26 Successful tenderers will be required to provide wheelchair access as listed in Appendix 1. Please note that vehicles such as maxi cabs are not an acceptable alternative.
- 4.27 At present, the Rural Coach Services (which are the subject of this RFT) are 100% compliant with regard to the provision of wheelchair access. It is RailCorp's preference that this 100% compliance is made available from the Commencement Date of the contracts as a result of this RFT. Tenderers shall provide details of the vehicles proposed to be utilised for the Rural Coach Services and if not compliant, any time periods necessary to make the vehicles compliant to this requirements.

Accounting Procedures (Part 5 - Tender Schedule 21)

- 4.28 The protection of RailCorp's revenue stream from unbooked travel is an important consideration. For this reason, you will need to indicate the procedures for accounting of cash collection and ticket sales, which you will use to protect RailCorp's revenue. A detailed description of your internal controls will be required. RailCorp may also seek to introduce new on-board ticketing procedures to ensure that its revenues are protected during the contract period.

Conflicts of Interest and Fair Dealing (Part 5 - Tender Schedule 22)

- 4.29 RailCorp requires you to show the highest ethical standards. You therefore must confirm that you have not engaged in any unethical behaviour.

PART 5

TENDER SCHEDULES

INDEX TO TENDER SCHEDULES

1. Tender Schedule 1 - Form of Tender
2. Tender Schedule 2 - Your Details
3. Tender Schedule 3 - Statement of Compliance
4. Tender Schedule 4 - Accreditation
5. Tender Schedule 5 - Insurance Details
6. Tender Schedule 6 - RailCorp's Safety Policy and RailCorp's Drug & Alcohol Policy, Occupational Health, Safety & Rehabilitation (OHS&R) and CountryLink Coach Services Incidence Response Plan
7. Tender Schedule 7 - Industrial Relations
8. Tender Schedule 8 - Environment
9. Tender Schedule 9 - Lump Sum Price
10. Tender Schedule 10 - Additional Services Amounts
11. Tender Schedule 11 - Waiting Time Amounts
12. Tender Schedule 12 - Calculation of Tender Prices
13. Tender Schedule 13 – Current Financial Position
14. Tender Schedule 14 - Patronage Increases
15. Tender Schedule 15 - Key Personnel
16. Tender Schedule 16 - Capacity, Experience, Similar Services
17. Tender Schedule 17 - Local Knowledge
18. Tender Schedule 18 - Details of Coaches to be Provided
19. Tender Schedule 19 - Details of Depots and Related Matters
20. Tender Schedule 20 - Wheelchair Access
21. Tender Schedule 21 - Accounting Procedures
22. Tender Schedule 22 - Conflicts of Interest and Fair Dealing

TENDER SCHEDULE 1 FORM OF TENDER

In strict accordance with the Tender Documents (as tabulated below) I/We,

(Company Name with ACN/ABN or Trading Name)

of

tender and offer to provide Rural Coach Services to RailCorp in accordance with the Tender Documents described below and the information that I/we have submitted in my/our Tender Schedules. If RailCorp accepts my/our tender, I/we agree to enter into a contract with RailCorp, in a form substantially the same as the Draft Contract in Part 3 of this Request for Tender, with the final form to be determined by RailCorp, to provide any of the Separable Parts of the Rural Coach Services for which I/we have submitted a tender.

I/we acknowledge that, if RailCorp accepts my/our tender, it has done so on the basis of the information contained in my/our Tender Schedules and any other information that I/we provide to RailCorp. If any of that information is false or misleading or deceptive in any respect, I/we acknowledge that RailCorp may, at its option, without prejudice to any and all other rights and remedies it may have under any contract between RailCorp and me/us or under applicable law, terminate any contract between RailCorp and me/us forthwith, without compensation or any payment in lieu of notice.

All details of the tendered price are set out in Tender Schedules 9, 10, 11 and 12.

TENDER DOCUMENTS: **RFT Document No. 2007/1208**

PART 1	Introduction
PART 2	Conditions of Tendering
PART 3	Draft Contract
PART 4	Tender Criteria
PART 5	Tender Schedules (including this Form of Tender)
Appendix 1	List of each of the Separable Parts of the Rural Coach Service Network
Appendix 2	Map of CountryLink Network
Appendix 3	Timetable for each of the tendered Separable Parts
Appendix 4	CountryLink Coach Operators' Manual
Appendix 5	RailCorp Safety Policy: RailCorp's Drug & Alcohol Policy CountryLink's Incident Response Plan
Appendix 6	Livery Design

We authorise *[insert name of representative]* as our tender representative
 ("Tenderer's Representative") to sign Schedules 2 to 20.

Option 1 - If you are a company but NOT a proprietary that has a sole director who is also the sole company secretary:

Executed by
[insert company name and ACN/ABN] in
 accordance with the Corporations Act:

*[If using Company
 Seal, affix here]*

 Signature of Director/person authorised to bind the
 company

 Signature of Secretary/other Director/other
 person authorised to bind the company

 Name of Director/person authorised to bind the company
 in full

 Name of Secretary/other Director/other person
 authorised to bind the company in full

NOTE: If above signatures are provided by two persons authorised by the company to bind it in contract, then a copy of the authorisation duly executed under the Company Seal must be submitted with the Tender.

Option 2 - If you are a proprietary company that has a sole director who is also the sole company secretary:

Executed by
[insert company name and ACN/ABN] by or
 in the presence of:

*[If using Company
 Seal, affix here]*

 (Name of sole Director and Secretary in full)
 who states that he or she is the sole Director and sole
 company Secretary of [insert company name and
 ACN/ABN]

 Signature

Option 3 - If you are trading as a partnership:

Executed for and on behalf of
[insert partnership name] in the presence of:

Signature of Witness

Name of Witness in full

Signature of Partner

Name of Partner in full

Option 4 - If you are a proprietor or proprietors trading under a business or trade name, each proprietor must sign below:

Signed sealed and delivered by
[insert proprietor name] in the presence of:

Signature of Witness

Name of Witness in full

Signature

Signature

Signature

Signature

Option 5 - If you are an individual trading under your own name:

Signed sealed and delivered by
[insert name of individual] in the presence of:

Signature

Signature of Witness

Name of Witness in full

TENDER SCHEDULE 2 YOUR DETAILS

Name(s):						
Australian Business Number (A.B.N.):						
Australian Company Number (A.C.N.) if applicable:						
Legal entity:	Private Company	[]	Public Company	[]	Partnership	[]
	Holding Co.	[]	Subsidiary Co.	[]	Individual	[]
					Other	[]
<i>(Tick as applicable)</i>						
Business Address:						
Postal Address:						
Phone:						
Fax:						
Mobile:						
E-mail						
Contact person:						
Name:		Position:		Phone:		

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

TENDER SCHEDULE 3 STATEMENT OF COMPLIANCE

I/We have read the Conditions of Tender in Part 2 and submit our tender in accordance with them.	
I/We have read the Conditions of Tender in Part 2. Our tender does not comply with Conditions of Tender in the following respects:	
Non complying aspect	Reason for failure to comply
Details of alternative tender:	

(Please delete inapplicable response. Add extra pages if necessary)

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

**TENDER SCHEDULE 4
ACCREDITATION**

Are you an accredited service operator with the NSW Ministry of Transport for long distance, tourist charter, or regular passenger services? (please provide details if accredited interstate)

☐ yes ☐ no (please tick appropriate box)

Please provide a copy of your accreditation(s) (see the next page).

What is your Ministry of Transport Accreditation Number(s)?

.....

What is the name of the Accreditation Holder(s)?

.....

What is the name of the Accredited Manager(s)?

.....

Does the Accredited Manager(s) have a day to day role in your business? In what capacity?

.....

What Class of Accreditation do you hold (please tick appropriate box)

- ☐ Long distance, tourist, charter services
- ☐ Regular passenger services
- ☐ Both

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

PLEASE INSERT A COPY OF YOUR ACCREDITATION HERE

**TENDER SCHEDULE 5
INSURANCE DETAILS**

Do you have a current insurance policy for (please tick appropriate box):

- (a) Public Liability Insurance ☐ yes ☐ no
- (b) Third Party Personal Injury Insurance ☐ yes ☐ no
- (c) Third Party Vehicle Property Insurance ☐ yes ☐ no
- (d) Workers' Compensation Insurance ☐ yes ☐ no

Please provide evidence (copies) of these insurance policies (including expiry dates, value and coverage) (see the next page).

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

**PLEASE INSERT A COPY OF YOUR INSURANCE POLICIES
HERE IN THE ORDER LISTED ON THE PREVIOUS PAGE**

TENDER SCHEDULE 6
RAILCORP'S SAFETY POLICY : RAILCORP'S DRUG & ALCOHOL POLICY :
OCCUPATIONAL HEALTH, SAFETY AND REHABILITATION (OHS&R) :
COUNTRYLINK COACH SERVICE INCIDENT RESPONSE PLAN

You must comply with RailCorp's Safety Policy and RailCorp's Drug & Alcohol Policy. How do you propose to comply and what steps will you take in relation to the monitoring of these Policies?

Please also provide details of your current safety policies, and the steps you take to ensure services that you provide at present are safe. Please indicate how, if you are successful, you will ensure that the Rural Coach Services that you provide to RailCorp will be safe.

In addition, please advise how you will ensure that your drivers are subject to a medical assessment under the conditions of the driver authority within the Passenger Transport Act 1990 and how you will notify CountryLink the status of the health assessments.

Finally, please provide details of how you will comply with the CountryLink Coach Services Incident Response Plan.

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

**TENDER SCHEDULE 7
INDUSTRIAL RELATIONS**

Please provide details of your industrial relations policies, and how you intend to deal with industrial relations issues as they arise (including without limitation your dispute resolution procedure).

Please also indicate the training that you provide to your existing and new employees, including details regarding customer service training especially in the areas of interpersonal communication, cultures and conflict management. The tenderer confirms that if successful, there will be an on-going program of customer service training.

Also, as part of the tenderer's fatigue management, advise how you will report and monitor your drivers with regard to secondary employment. RailCorp considers that as a minimum, the tenderer will report at least yearly on their drivers engaged in secondary employment or volunteer work. Any such work in excess of five (5) hours per week are required to be reported to RailCorp and be monitored by the Operator.

Finally, please also confirm that you will pay your drivers at or over the Motor Bus Drivers and Conductors (State) Award.

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

TENDER SCHEDULE 8 ENVIRONMENT

Please provide details of how you will comply with relevant environmental laws and requirements when providing the Rural Coach Services. Please include copies of your environmental management plan and any licences for key activities (for example a dangerous goods licence or a trade waste agreement) that you have obtained. Also, please provide details of any key services that you contract out.

[illegible]

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

TENDER SCHEDULE 9 ANNUAL LUMP SUM PRICE

Please insert your Lump Sum Price (which is an amount per year) for each Separable Part for which you are tendering. Your Annual Lump Sum Price must be *exclusive* of GST. (A breakdown of the Annual Lump Sum price must be shown in Tender Schedule 12). The Tender Prices for each of these Separable Parts must be independent and separable. RailCorp may award separate contracts for one or any combination of the Separable Parts to one or more tenderers.

The tendered Annual Lump Sum Prices shall be a fixed amount for the initial twelve (12) months; then subject to adjustment on the anniversary of the award of Contract as per clause 3.5, Part 3 – Draft Contract.

Separable Part	Services	Number of Seats	Wheelchair Spaces	Lump Sum Price per annum (exclusive GST)
7*	Taree – Broadmeadow - Taree	41	2	\$
		18	1	\$
9	Narrabri – Wee Waa – Burren Junction - Narrabri	18	1	\$
10	Nyngan – Dubbo – Lithgow – Dubbo - Nyngan	41	2	\$
11	Lightning Ridge – Dubbo – Lightning Ridge	41	2	\$
12	Broken Hill – Dubbo – Broken Hill	41	2	\$
13	Lithgow – Grenfell – Lithgow	41	2	\$
14	Bathurst – Grenfell – Bathurst	41	2	\$
15	Bundanoon- Moss Vale – Wollongong - Bundanoon	41	2	\$
17	Dubbo – Cootamundra – Dubbo	41	2	\$
18	Bathurst – Cootamundra – Bathurst	41	2	\$
19	Queanbeyan – Cootamundra - Queanbeyan	41	2	\$
20	Eden – Canberra – Eden	41	2	\$
21	Bombala – Canberra – Bombala	41	2	\$
22	Bourke – Brewarrina / Coolabah– Dubbo – Coolabah / Brewarrina - Bourke	41	2	\$
23	Parkes – Lithgow - Parkes	41	2	\$
24	Orange – Lithgow - Orange	41	2	\$
25	Tenterfield – Armidale - Tenterfield	41	2	\$
27	Inverell – Tamworth – Inverell	41	2	\$
28	Port Macquarie – Wauchope – Port Macquarie	41	2	\$

Separable Part	Services	Number of Seats	Wheelchair Spaces	Lump Sum Price per annum (exclusive GST)
32	Griffith – Wagga Wagga – Griffith	41	2	\$
33*	Tumbarumba – Cootamundra – Tumbarumba	41	2	\$
		18	1	\$
35*	Oberon – Mt Victoria – Oberon	32	1	\$
		18	1	\$
36	Condobolin – Parkes - Condobolin	18	1	\$
37	Orange- Parkes – Orange	41	2	\$

* Operators are required to quote on both coach seating capacities for all applicable schedules. In addition, the Lump Sum Price for the 18 seater vehicles, shall include the provision of a weatherproof enclosed trailer, capable of transporting passengers' luggage.

Tender Schedule 9A - Combined Separable Parts

Should the tenderer be awarded more than one Separable Part, the tenderer offers a discount on the above tendered lump sums, for the award of multiple Separable Parts. The tenderer offers the following percentage discounts (for each Separable Part):

Discount applicable for Two (2) Separable Parts: %

Discount applicable for Three (3) Separable Parts: %

Discount applicable for Four (4) Separable Parts: %

Discount applicable for Five (5) Separable Parts: %

Discount applicable for Six (6) to Nine (9) Separable Parts: %

Discount applicable for Ten (10) or more Separable Parts: %

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

TENDER SCHEDULE 10 ADDITIONAL SERVICES AMOUNTS

RailCorp may require you to provide additional runs (for example during peak times such as Christmas). If so, RailCorp will pay you the Additional Services Amount. Please insert your Additional Services Amounts (which is an amount per additional run you are required by RailCorp to make). Your Additional Services Amounts must be **exclusive** of GST. The amounts listed are all inclusive. No additional amounts shall be paid over this amount. An example of a run for Separable Part 7 is Taree to Broadmeadow only. (Taree – Broadmeadow - Taree is 2 runs)

Separable Part	Services	Number of Seats	Wheelchair Spaces	\$ / Per Run (exclusive GST)
7*	Taree - Broadmeadow - Taree	41	2	\$
		18	1	\$
9	Narrabri – Wee Waa – Burren Junction - Narrabri	18	1	\$
10	Nyngan – Dubbo – Lithgow – Dubbo - Nyngan	41	2	\$
11	Lightning Ridge – Dubbo – Lightning Ridge	41	2	\$
12	Broken Hill – Dubbo – Broken Hill	41	2	\$
13	Lithgow – Grenfell – Lithgow	41	2	\$
14	Bathurst – Grenfell – Bathurst	41	2	\$
15	Bundanoon- Moss Vale – Wollongong - Bundanoon	41	2	\$
17	Dubbo – Cootamundra – Dubbo	41	2	\$
18	Bathurst – Cootamundra – Bathurst	41	2	\$
19	Queanbeyan – Cootamundra - Queanbeyan	41	2	\$
20	Eden – Canberra – Eden	41	2	\$
21	Bombala – Canberra – Bombala	41	2	\$
22	Bourke – Brewarrina / Coolabah– Dubbo – Coolabah / Brewarrina - Bourke	41	2	\$
23	Parkes – Lithgow - Parkes	41	2	\$
24	Orange – Lithgow - Orange	41	2	\$
25	Tenterfield – Armidale - Tenterfield	41	2	\$
27	Inverell – Tamworth – Inverell	41	2	\$
28	Port Macquarie – Wauchope – Port Macquarie	41	2	\$
32	Griffith – Wagga Wagga – Griffith	41	2	\$
33*	Tumbarumba – Cootamundra – Tumbarumba	41	2	\$
		18	1	\$
35*	Oberon – Mt Victoria – Oberon	32	1	\$
		18	1	\$
36	Condobolin – Parkes - Condobolin	18	1	\$
37	Orange- Parkes – Orange	41	2	\$

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

TENDER SCHEDULE 11 WAITING TIME AMOUNTS

If a train service with which you connect arrives late and that causes the departure of one of your Rural Coach Services to be delayed by more than 30 minutes, RailCorp will pay you the Waiting Time Amount in respect of each *additional* 30 minute period (or part thereof). RailCorp will not pay you in respect of the first 30 minute period. Your Waiting Time Amount must be ***exclusive*** of GST.

Separable Part	Services	Number of Seats	Wheelchair Spaces	\$/ Per 30 Min. Waiting Time (exclusive GST)		
				Mon - Fri	Saturday	Sunday, Public Holidays
7*	Taree – Broadmeadow - Taree	41	2	\$	\$	\$
		18	1	\$	\$	\$
9	Narrabri – Wee Waa – Burren Junction - Narrabri	18	1	\$	\$	\$
10	Nyngan – Dubbo – Lithgow – Dubbo - Nyngan	41	2	\$	\$	\$
11	Lightning Ridge – Dubbo – Lightning Ridge	41	2	\$	\$	\$
12	Broken Hill – Dubbo – Broken Hill	41	2	\$	\$	\$
13	Lithgow – Grenfell – Lithgow	41	2	\$	\$	\$
14	Bathurst – Grenfell – Bathurst	41	2	\$	\$	\$
15	Bundanoon- Moss Vale – Wollongong - Bundanoon	41	2	\$	\$	\$
17	Dubbo – Cootamundra – Dubbo	41	2	\$	\$	\$
18	Bathurst – Cootamundra – Bathurst	41	2	\$	\$	\$
19	Queanbeyan – Cootamundra - Queanbeyan	41	2	\$	\$	\$
20	Eden – Canberra – Eden	41	2	\$	\$	\$
21	Bombala – Canberra – Bombala	41	2	\$	\$	\$
22	Bourke – Brewarrina / Coolabah– Dubbo – Coolabah / Brewarrina - Bourke	41	2	\$	\$	\$
23	Parkes – Lithgow - Parkes	41	2	\$	\$	\$
24	Orange – Lithgow - Orange	41	2	\$	\$	\$
25	Tenterfield – Armidale - Tenterfield	41	2	\$	\$	\$
27	Inverell – Tamworth – Inverell	41	2	\$	\$	\$
28	Port Macquarie – Wauchope – Port Macquarie	41	2	\$	\$	\$

				\$/ Per 30 Min. Waiting Time (exclusive GST)		
32	Griffith – Wagga Wagga – Griffith	41	2	\$	\$	\$
33*	Tumbarumba – Cootamundra – Tumbarumba	41	2	\$	\$	\$
		18	1	\$	\$	\$
35*	Oberon – Mt Victoria – Oberon	32	1	\$	\$	\$
		18	1	\$	\$	\$
36	Condobolin – Parkes - Condobolin	18	1	\$	\$	\$
37	Orange- Parkes – Orange	41	2	\$	\$	\$

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

TENDER SCHEDULE 12 CALCULATION OF TENDER PRICES

You are required to provide the following information **for each Separable Part (and by types of vehicles proposed, if necessary)** to demonstrate how you calculated the tendered price.

RailCorp reserves the right to clarify or query your calculations or methodology in relation to the tender price (or any component(s) of the tender price) before awarding the contracts.

NOTE: Copy this Tender Schedule for each Separable Part tendered.

SERVICE	Lump Sum Price (Schedule 9), (excl GST)	Additional Services Amt (Schedule 10), (excl GST)	Waiting Time (Schedule 11)			
			Mon - Fri	Saturday	Sunday & Public Holiday	
SEPARABLE PART:	(Insert Separable Part No here)					
TYPE OF VEHICLE PROPOSED (Schedule 18)						
BREAKDOWN OF COSTS						
Labour Costs (eg. wages, super, sick leave, allowances etc.)	\$	\$	\$	\$	\$	
Operational costs (eg. fuel, tyres, cleaning etc.)	\$	\$	\$	\$	\$	
Repairs and other maintenance costs	\$	\$	\$	\$	\$	
Overheads including administration costs	\$	\$	\$	\$	\$	
Registration and insurance costs	\$	\$	\$	\$	\$	
Other costs	\$	\$	\$	\$	\$	
Vehicle finance/leasing costs	\$	\$	\$	\$	\$	
TOTAL COSTS (A) (Exclusive GST)	\$	\$	\$	\$	\$	
YOUR MARGIN (B) (Exclusive GST)	\$	\$	\$	\$	\$	
TENDER - PRICES (A+B) (Exclusive GST)	\$ Total from Tender Schedule 9	\$ Total from Tender Schedule 10	\$ Total from Tender Schedule 11	\$ Total from Tender Schedule 11	\$ Total from Tender Schedule 11	
Provisional Amount for GPS**	\$5,000					
Provisional GPS Maintenance Amount (pa)**	\$1,200					

**** NOTE :**

Do NOT include the Provisional Amounts in your Lump Sum tendered price.

If RailCorp introduces a satellite monitoring system or other tracking system for the vehicles used to provide the Services, the successful tenderer must allow RailCorp to install appropriate equipment on all vehicles used to provide the Services. RailCorp will pay for the cost of the system and installation from the Provisional Amount listed above. The Maintenance Amount listed above is for the on-going maintenance and software upgrades of the satellite monitoring system. This amount shall be payable to the successful tenderer (after the initial warranty period) following installation and shall be payable in equal monthly payments in addition to the Lump Sum amount.

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

TENDER SCHEDULE 13 CURRENT FINANCIAL POSITION

RailCorp would like to receive some details of your financial position current as at the time your tender is submitted. Therefore please provide the following financial information about your business

1. Financial Statements for the last 2 years including: Statement of Financial Position, Statement of Financial Performance, Statement of Cash Flows and Notes to the Accounts (preferably prepared by a Chartered Accountant or a Certified Practising Account in accordance with Australian Accounting Standards).
2. Where the most recent Financial Statements are more than 6 months old, a set of Management Accounts including a Statement of Financial Position and Statement of Financial Performance should also be included.

If the Financial Statements are more than 6 months old, a letter from your banker(s) or other financier(s) showing:

- Type and limit of bank (or other) overdraft facility or facilities
- Type and limit of bank (or other) guarantee facility or facilities
- Current bank (or other) overdraft balance(s)
- Number and amount of guarantees outstanding
- Details of other funding facilities including but not limited to leases, term loans, lines of credit, commercial bills and other debt instruments

3. A list of directors, partners, shareholders or persons in control of the business (as appropriate).

This information will be analysed on behalf of RailCorp by external consultants who will provide RailCorp with written confidentiality undertakings in relation to confidential information.

RailCorp reserves the right to request further information and/or to conduct reference checks and collect background information on the business, directors, partners, shareholders or persons in control of the business as a part of its request for tender process. Such checks may include (but not limited to) defaults, Court actions, bankruptcy and ASIC searches.

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:.....

TENDER SCHEDULE 14
PATRONAGE INCREASES

As part of RailCorp's evaluation, please provide details / ideas of your proposals to increase patronage. (Your answer, which is optional, can be as detailed as you wish. You may wish to put in a separate proposal). The tenderer confirms that if they are successful in being awarded a contract, they confirm their commitment to implement these proposals as outlined.

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

TENDER SCHEDULE 15 KEY PERSONNEL

*Provide details for the senior management personnel who will be involved in the provision of Rural Coach Services. **Submit a separate form for each person.***

Name:	
Proposed role in Project:	
Employee of:	Position:
Qualifications:	
Brief resume:	
No. of years direct experience in providing similar services:	
Brief description of a recent project similar to that described in the Request for Tender, in which the person has had a similar role:	

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

TENDER SCHEDULE 16
CAPACITY, EXPERIENCE, SIMILAR SERVICES

Please provide details of your capacity to provide Rural Coach Services, including details of your current experience in the provision of similar services:

.....

.....

.....

.....

.....

.....

.....

Please provide details of services of similar type, size and complexity which you have provided:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

TENDER SCHEDULE 17
LOCAL KNOWLEDGE

Please provide details of your knowledge and experience of the areas / Separable Parts for which you have tendered. Please describe any local conditions which in your view make the provision of the Rural Coach Services in the area more difficult or expensive than the norm.

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

TENDER SCHEDULE 18
DETAILS OF COACHES TO BE PROVIDED

Please provide details of the coaches which you will be used to provide the Rural Coach Services.

The details of any coaches which you currently own or lease which you will use to provide the Rural Coach Services should be provided in Table 1.

The details of any coaches which you will purchase or lease to provide the Rural Coach Services should be provided in Table 2. If you do not know the registration of a coach you intend to purchase or lease, you must write "N/A" in the appropriate column.

Tender Schedule 18: Table 1 - Details of coaches which will provide the Rural Coach Services which you already own/lease

Registration Number	Make and Model of Chassis	Year Built (Chassis)	Make & Model of Body	VIN	Year Built (Body)	No. of seats	No of Axles	No of Wheelchair Spaces	Toilet	Length of Coach	Minimum Seat Spacing	No. of surveillance cameras per coach	Seat belts - retro fitted? Y/N	Details of seat belts

Tender Schedule 18: Table 2 - Details of coaches which will provide the Rural Coach Services which you will purchase/lease

Registration Number	Make and Model of Chassis	Year Built (Chassis)	Make & Model of Body	VIN	Year Built (Body)	No. of seats	No of Axles	No of Wheelchair Spaces	Toilet	Length of Coach	Minimum Seat Spacing	No. of surveillance cameras per coach	Seat belts - retro fitted? Y/N	Details of seat belts

Please provide details of how the coaches will be maintained and serviced:

.....

.....

.....

.....

Please provide details of your mechanical maintenance regime:

.....

Please provide details of maintenance and service recording systems to enable auditing if required:

.....

.....

Please provide details of your cleaning regime:

.....

.....

RailCorp reserves the right to inspect your vehicles prior to awarding the contract. If an inspection is required, where can the coaches be inspected?

.....

.....

.....

Signed for and on behalf of the tenderer by the Tenderer's Representative

Name (printed):

Title:

Date:

TENDER SCHEDULE 19
DETAILS OF DEPOTS AND RELATED MATTERS

Please provide details of coach depots to be used (addresses and telephone numbers).

1

.....

.....

2

.....

.....

3

.....

.....

Please provide details (address) of where coaches are to be parked overnight:

.....

.....

.....

.....

Please also indicate how your depots will comply with RailCorp requirements. RailCorp may inspect your depots prior to awarding the contract:

.....

.....

.....

.....

.....

.....

.....

Please provide colour photographs of the exterior and interior of the depot(s) you will use in relation to the vehicles that you will use for the Rural Coach Services. If the tenderer needs to acquire a depot(s) for Rural Coach Services, but the tenderer has another depot, please provide colour photographs of that depot. For all photographs, the tenderer must:

- provide the address of the depot;
- indicate whether the depot will be used to provide Rural Coach Services;
- provide a short description of what is being photographed (eg. oil separator, wash bay etc.)
- provide copies of any local authority approval regarding your depot(s).

Signed for and on behalf of the tenderer - by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

**INSERT COLOUR PHOTOGRAPHS OF YOUR DEPOT(S)
(INCLUDING DESCRIPTIONS) HERE**

TENDER SCHEDULE 20 WHEELCHAIR ACCESS

It is important to RailCorp that those who have disabilities can use the Rural Coach Services. Please provide details of wheelchair access to be provided and whether the means of wheelchair access was part of the manufacture of the vehicle or retro-fitted. Please indicate how the tenderer will provide permanent wheelchair access from the commencement of the contract. Tenderers must provide details of how they intend to make any non-conforming vehicles proposed to be used for the services, compliant. RailCorp may inspect your vehicles prior to awarding the contract.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

**TENDER SCHEDULE 21
ACCOUNTING PROCEDURES**

The protection of RailCorp's revenue stream from unbooked travel is an important consideration. Please provide details of the tenderer's procedures for accounting of cash collection and ticket sales which will protect RailCorp's revenue, including your internal controls.

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

**TENDER SCHEDULE 22
CONFLICTS OF INTEREST AND FAIR DEALING**

You agree that:

1. Except as indicated below, to the best of your knowledge and belief, after due enquiry, no family relationship exists between:
 - (a) On the one hand, you or any of your employees directly or indirectly involved in the preparation or submission of the tender; and
 - (b) On the other hand, any employee of RailCorp involved in the evaluation of tenders or administration of contracts or in possession of confidential information relating to the tender or the contract.
2. Except as indicated below, you have not engaged in any unethical behaviour or sought and/or obtained an unfair advantage in obtaining business with RailCorp and you will not do so.
3. Except as indicated below, you have not breached paragraphs 2.34 or 2.37 (Part 3 – Conditions of Tendering) of this Request for Tender.
4. Except as indicated below, you have not been, nor presently are, an employee of RailCorp.

If you cannot agree with any of the statements in paragraphs 1 to 4 of this Tender Schedule, you must give full disclosure of all relevant information:

.....

.....

.....

.....

.....

.....

.....

You also agree that:

5. If you have received or receive any money or allowance from or on behalf of another tenderer in relation to your tender, the money or the value of the allowance will be held on trust for and become immediately payable to RailCorp.
6. If you pay (either directly or indirectly) or allow to be paid (either directly or indirectly) any money fraudulently, unethically, or in breach of any provision of this Request for Tender, RailCorp is entitled to withhold from any payment due to you on any account an equivalent sum as liquidated damages.
7. Paragraphs 5 and 6 of this Tender Schedule are cumulative with and not exclusive of the rights, powers or remedies provided by law to RailCorp independently of those paragraphs.

8. In consideration of RailCorp permitting you to tender, and as a fundamental condition of your tender, you agree that paragraph 2.38 of this Request for Tender is binding on you and forms part of the Conditions of Tender.
9. You will notify RailCorp in writing immediately if any provision of this Tender Schedule becomes incorrect, with full details of the reasons.

Signed for and on behalf of the tenderer by the Tenderer's Representative

.....

Name (printed):

Title:

Date:

Appendices to the Request for Tender

Appendix 1 - List of Separable Parts, major towns, and seats required

Separable Part	Services	Number of seats	Wheelchair space
7	Taree – Broadmeadow - Taree	41 OR 18	2 OR 1
9	Narrabri – Wee Waa – Burren Junction - Narrabri	18	1
10	Nyngan – Dubbo – Lithgow – Dubbo - Nyngan	41	2
11	Lightning Ridge – Dubbo – Lightning Ridge	41	2
12	Broken Hill – Dubbo – Broken Hill	41	2
13	Lithgow – Grenfell – Lithgow	41	2
14	Bathurst – Grenfell – Bathurst	41	2
15	Bundanoon- Moss Vale – Wollongong - Bundanoon	41	2
17	Dubbo – Cootamundra – Dubbo	41	2
18	Bathurst – Cootamundra – Bathurst	41	2
19	Queanbeyan – Cootamundra - Queanbeyan	41	2
20	Eden – Canberra – Eden	41	2
21	Bombala – Canberra – Bombala	41	2
22	Bourke – Brewarrina / Coolabah– Dubbo – Coolabah / Brewarrina - Bourke	41	2
23	Parkes – Lithgow - Parkes	41	2
24	Orange – Lithgow - Orange	41	2
25	Tenterfield – Armidale - Tenterfield	41	2
27	Inverell – Tamworth – Inverell	41	2
28	Port Macquarie – Wauchope – Port Macquarie	41	2
32	Griffith – Wagga Wagga – Griffith	41	2
33	Tumbarumba – Cootamundra – Tumbarumba	41 OR 18	2 OR 1
35	Oberon – Mt Victoria – Oberon	32 OR 18	1
36	Condobolin – Parkes - Condobolin	19	1
37	Orange- Parkes – Orange	41	2

Appendix 2 - Map of CountryLink Network

Appendix 3 - Timetable for each of the Separable Parts listed in RFT

Appendix 4 - CountryLink Coach Operators' Manual

Note: *The Page numbers in this manual are not in order.*

Appendix 5 - RailCorp's Safety Policy

RailCorp's Drug & Alcohol Policy

CountryLink's Incident Response Plan

Appendix 6 - CountryLink Livery Design