



# Request for Tender

**Metro Tasmania Pty Ltd**

ACN 081 467 281

212 Main Road, Moonah TAS 7009

## Provision of Injury Management Services

**Closing Date & Time:** 4.00 pm Monday 25 March 2019

**Lodgement Place:** PO Box 61, Moonah TAS 7009  
or 212 Main Road Moonah (Radio Room)

**Contact Officer Details:** General Manager  
Business Improvement Services  
[tenders@metrotas.com.au](mailto:tenders@metrotas.com.au)

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## PART 1 - INTRODUCTION

### 1 INVITATION TO TENDER

Metro Tasmania Pty Ltd (ACN 081 467 281) (**Metro**) invites Tenders for the supply of injury management services for employees of Metro (the **Services**) as defined in this Request for Tender.

### 2 BACKGROUND

Metro is a state owned company whose core business is the operation of bus services in Hobart, Launceston and Burnie. Metro is the largest passenger transport company in Tasmania.

In order to assist Metro in carrying out its core business, Metro requires the Services to be provided to it by an appropriately qualified company, business or individual.

The Services broadly include the provision of early intervention injury management services to injured employees, and employees identified as at risk of injury, with a focus on recovery in the workplace.

Metro is utilising a one stage procurement process prior to awarding a supply contract to a supplier for the supply of the Services.

Metro invites Tenders for the provision of the Services on the terms set out in this Request for Tender and in accordance with the Specifications. The Preferred Tenderer will then be required to execute the contract for employee assistance program services (the **Contract**), in the form attached to this Request for Tender at Annexure E. The chosen supplier (the **Contractor**) will be required to provide the Services in accordance with the Contract.

### 3 TENDER PROCESS TIMETABLE

The timetable for carrying out the necessary processes in relation to this RFT is as follows:

Issue Request for Tender	-	9 March 2019
Closing Date and Time	-	25 March 2019 at 4.00 pm
Tender evaluation period	-	26 March 2019 to 5 April 2019
Estimated date for selection of Preferred Tenderer	-	18 April 2019
Estimated date for execution of Contract by Metro and Preferred Tenderer	-	By 30 April 2019
Estimated date for commencement of supply of the Services to Metro	-	1 May 2019

## PART 2 – TERMS AND CONDITIONS

### 1 DEFINITIONS

**Alternative Tender** means a Tender that does not comply with the Specifications and/or Contract.

**Contact Officer** means the contact officer specified on the cover page of this RFT.

**Closing Date and Time** means the due date and time by which all Tenders must be received by Metro as set out in Part 2, clause 4.1 (Closing Date and Time).

**Local SME Industry Impact Statement** means a local small and medium enterprise (SME) industry impact statement in the form attached to this RFT at Annexure C.

**Metro** means Metro Tasmania Pty Ltd (ACN 081 467 281).

**Part 1** means the section of this RFT headed “Part 1 – Introduction”.

**Part 2** means the section of this RFT headed “Part 2 – Terms and Conditions”.

**Preferred Tenderer** means the Tenderer selected by Metro in accordance with this RFT to supply the Services.

**RFT** means the documents comprising this Request for Tender.

**Services** means the Services as defined in Part 1, clause 2 (Background) and the Specifications.

**Specifications** means the specifications in relation to the Services set out in Annexure A.

**Statement of Compliance** means a statement of compliance in the form attached to this RFT at Annexure C.

**Tender** means any response to this RFT signed by the Tenderer, including the information and the Tender Form required in accordance with this RFT.

**Tenderer** means any person, business or corporation who lodges, or intends to lodge, a Tender in accordance with this RFT.

**Tender Evaluation Panel** means the panel comprising of personnel appointed by Metro to review and evaluate Tenders received in response to this RFT.

**Tender Form** means the tender form set out in Annexure B of this RFT.

**Tender Validity Period** has the meaning given in Part 2, clause 2.8 (Tender Validity Period).

## **2 GENERAL**

### **2.1 Tender**

Any person wishing to respond to this RFT in relation to the supply of the Services may do so by submitting a Tender in accordance with this RFT.

### **2.2 Tender submissions**

- (a) The Tenderer is required to submit their Tender strictly in accordance with all terms, conditions and requirements of this RFT.
- (b) The Tenderer must also address the Specifications by outlining:
  - (i) how the Tenderer can/will supply the Services in accordance with the Specifications; or
  - (ii) if the Tenderer cannot supply the Services in accordance with the Specifications, details of:
    - (A) why the Tenderer cannot/will not comply with the Specifications; and
    - (B) alternative Services which can/will be supplied by the Tenderer, and details of how such Services compare to or differ from the Specifications.
- (c) Tenders proposing variations to the Specifications will be construed to be an Alternative Tender.
- (d) Metro reserves the right either to consider Alternative Tenders on their merits or not to consider them further.

### **2.3 Rejection of Tenders**

Metro may reject any Tender which contains any terms or conditions which conflict with this RFT.

### **2.4 Tender Form**

- (a) The Tenderer must complete and include as part of its Tender, the Tender Form.
- (b) The Tender Form should be filled in completely and be accompanied by all other supplemental documents necessary to complete the Tender in accordance with this RFT. A Tenderer may reproduce the Tender Form in an expanded format in order to provide additional space for response.
- (c) Failure by any Tenderer to comply with the requirements of this RFT or complete and return the Tender Form with a Tender, may result in that Tender being rejected for

non-compliance.

## **2.5 Local SME Industry Impact Statement**

- (a) Tenderers are requested to complete and include as part of their Tender, a Local SME Industry Impact Statement.
- (b) Failure by any Tenderer to complete and return a Local SME Industry Impact Statement may result in that Tender receiving a score of zero for the relevant selection criterion as described in clause 9.2.

## **2.6 Evidence of insurance**

All Tenders must include a certificate of currency for each insurance policy required as specified in Annexure E (Draft Contract).

## **2.7 Language and currency**

All Tenders must be in English and all prices quoted must be in Australian dollars.

## **2.8 Tender Validity Period**

The Tenderer warrants that it will not vary or withdraw its Tender within 120 days of the Closing Date and Time.

## **2.9 Clarifications**

- (a) During the evaluation process, Metro may seek clarification from a Tenderer in relation to their Tender if any aspect of the Tender is unclear or ambiguous. The Tenderer must comply with any requests for clarification within the timeframe required by Metro.
- (b) If during the evaluation process Metro considers that the meaning or intent of this RFT has been misinterpreted or misunderstood by Tenderers generally, Metro may provide clarification or additional information to all Tenderers and may invite all Tenderers to submit a revised or modified Tender in response to this clarification or information, within the timeframe required by Metro. In all other circumstances, Tenderers will not be permitted to revise or modify their Tender in any way during the Tender evaluation period.

## **2.10 General terms and conditions**

- (a) All communication between a Tenderer and Metro must be in writing.
- (b) Metro does not warrant the accuracy of the content of this RFT and, to the extent permitted by law, Metro and its directors, officers, advisers, employees and agents are not and will not be liable to any Tenderer, whether arising from negligence or otherwise, for any representation contained in, or any omission from, this RFT, or for any error, inaccuracy, incompleteness or other defect in the information contained

in this RFT.

- (c) Metro is not responsible for and will not compensate the Tenderer for any costs (whether direct or indirect) incurred by the Tenderer in preparing and/or submitting a Tender in response to this RFT or in responding to any requests for clarification from Metro.
- (d) This RFT, and the process outlined in this RFT, does not form any legally binding agreement between Metro and any Tenderer and no legally binding relationship will exist between Metro and any Tenderer unless and until a formal written agreement with respect to the supply of the Services has been executed between the parties.
- (e) This RFT, and the process outlined in this RFT, must not be construed as making any express or implied representation, undertaking or commitment by Metro that it will enter into an agreement with any person.

### **2.11 Confidentiality and intellectual property**

This RFT remains the property of Metro and may only be used by a Tenderer for the purpose of preparing and submitting a Tender, and must not be used for any other purpose. This RFT, and all other documents provided by Metro to a Tenderer in connection with this RFT, must be kept confidential by that Tenderer.

## **3 REGISTER OF TENDERERS**

- (a) Tenderers should register their intent to submit a Tender as soon as possible after issue of this RFT.
- (b) Tenderers must register their intent to submit a Tender in writing to the Contact Officer in accordance with the contact details on the cover page of this RFT, and Part 2, clause 3(c). Upon registration, the Tenderer will be regarded as a Registered Tenderer.
- (c) Tenderers must:
  - (i) include “Registration of Intent to submit Tender” in the subject line of the relevant email; and
  - (ii) provide their contact details including address, email and telephone number, when registering their intent to submit a Tender.
- (d) Registered Tenderers will be provided with any additional information and updates issued by Metro in relation to this RFT.



## 4 LODGEMENT OF A TENDER

### 4.1 Closing Date and Time

The Closing Date and Time for the submission of all Tenders is 4.00 pm Monday 25 March 2019.

### 4.2 Lodgement

Three (3) paper copies of the Tender should be submitted, with the price information as described in clause 9.2(f) included in a separate sealed envelope. One (1) electronic copy of the Tender should be provided on a USB flash drive in either Portable Document Format (PDF) or Microsoft Word format (DOC), with the price information as described in clause 9.2(f) saved in a separate folder to the remainder of the Tender. All copies of the Tender and price information should be enclosed in a sealed envelope marked as follows:

**PRIVATE & CONFIDENTIAL**

**Tender – Injury Management Services**

All Tenders must be lodged at, or sent by prepaid post to:

***(Lodgement Place)***

Attention: General Manager  
Business Improvement Services  
  
Metro Tasmania Pty Ltd  
212 Main Road  
Moonah TAS 7009

***(Prepaid Post)***

Attention: General Manager  
Business Improvement Services  
  
Metro Tasmania Pty Ltd  
PO Box 61  
Moonah TAS 7009

Tenders sent by email or fax will not be accepted by Metro.

### 4.3 Late Tenders

Any Tender not received by Metro by the Closing Date and Time may be rejected by Metro.

### 4.4 Extensions

Individual requests for extensions to the Closing Date and Time will not be granted.

## 5 ENQUIRIES AND CLARIFICATIONS

### 5.1 Clarifications

If the Tenderer is in doubt as to the true meaning of any part of this RFT, the Tenderer should notify the Contact Officer in writing to obtain clarification prior to the Closing Date and Time and submission of its Tender.

### 5.2 Tender enquiries

(a) All enquiries from Tenderers in relation to this RFT must be made in writing to the Contact Officer.

- (b) Tenderers must not directly or indirectly approach any member of Metro's board or any employee of Metro, other than the Contact Officer pursuant to clause 5.2(a), in connection with any aspect of this RFT, or the process outlined in this RFT.
- (c) Any failure by a Tenderer, or any employee or agent of a Tenderer, to comply with this clause 5.2, may lead to disqualification of that Tenderer's Tender.

### **5.3 Errors in RFT**

A Tenderer should promptly notify the Contact Officer in writing if they find any discrepancy, error or omission in this RFT.

## **6 STATEMENT OF COMPLIANCE**

- (a) Tenderers will be taken to fully agree with and comply with this RFT and the Contract unless their Tender states otherwise.
- (b) If a Tender does not fully comply with this RFT or the Contract, the Tenderer must fill out and include a Statement of Compliance in their Tender in accordance with Annexure D, specifying each condition requirement with which the Tenderer does not comply as well as reasons for that non-compliance or partial compliance.
- (c) In their Tender, Tenderers must not:
  - (i) reproduce the Contract and provide an amended copy;
  - (ii) provide Metro with the Tenderers' own agreement – any Tenderer doing so will be regarded as non-compliant with this part of the RFT; or
  - (iii) suggest deletion of numerous clauses of the Contract and their wholesale replacement with other clauses, especially where the clauses are not directly comparable. Instead, comment is required on individual wording changes, where wording is not acceptable to the Tenderer.
- (d) The degree of compliance by Tenderers will be part of the assessment criteria that Metro will apply in selecting the Preferred Tenderer.

## **7 AUSTRALIAN BUSINESS NUMBER (ABN)**

A Tenderer should provide its Australian Business Number (ABN) with its Tender. If the Tenderer does not have an ABN, then the Tenderer must state their reason for not having an ABN in its Tender.

## **8 METRO'S RIGHTS**

Metro reserves the right, in its absolute discretion, to:

- (a) vary the terms of this RFT, or the structure, requirements or process referred to in this RFT;
- (b) seek clarification from any Tenderer if any aspect of their Tender is ambiguous or unclear;
- (c) provide additional information to all Registered Tenderers;
- (d) notify all Registered Tenderers of any changes to Metro's requirements or to this RFT generally;
- (e) extend the Closing Date and Time;
- (f) call for new Tenders;
- (g) not accept the Tender offering the lowest price;
- (h) not accept a Tender lodged by a Tenderer who is not a Registered Tenderer;
- (i) consider or accept, or refuse to consider or accept, non-conforming Tenders at its absolute discretion;
- (j) not consider any Tender lodged after the Closing Date and Time;
- (k) not accept any Tender in its absolute discretion; and
- (l) cancel or suspend this RFT, or any processes outlined in this RFT, in its absolute discretion.

Metro will not be liable or in any way responsible for any loss, damage, cost or expense incurred by a Tenderer in the event that Metro exercises any rights referred to in this Part 2, clause 8.

## **9 EVALUATION**

### **9.1 Process**

The evaluation process will be undertaken by the Tender Evaluation Panel with the aim of assisting Metro to select a Preferred Tenderer. All Tenders will be evaluated by the Tender Evaluation Panel based on the Selection Criteria outlined in Part 2, clause 9.2 (Selection Criteria).

### **9.2 Selection Criteria**

The following criteria will be addressed and considered by the Tender Evaluation Panel in evaluating all Tenders:

- (a) Impact on local SME industry (20%)
- (b) Methodology

- Tenderers must demonstrate their knowledge and understanding of the Specifications.
  - Tenderers must articulate their proposed methodology for delivering the Services.
- (c) Experience
- Tenderers are to provide information regarding past performance, including experience with the provision of similar services.
  - Qualifications of key personnel, and their roles and responsibilities in providing the Services.
- (d) Capability
- Tenderers must demonstrate their ability to deliver varying injury management services efficiently and effectively.
  - Capabilities and experience of any proposed subcontractors.
- (e) Value-add services
- Any additional services that would add value to the Contract.
- (f) Price

### **9.3 Selection of Preferred Tenderer**

- (a) Once Metro has selected a Preferred Tenderer, Metro will notify the Preferred Tenderer that its Tender has been successful in accordance with the timetable in Part 1, clause 3 (Tender Process Timetable).
- (b) The Preferred Tenderer will be required to enter into a formal contract (or contracts) with Metro substantially in accordance with the Contract, and having acknowledged the Specifications. The terms and conditions of the Contract may only be varied by agreement in writing by both parties.
- (c) Metro may require the directors of the Preferred Tenderer to guarantee the Preferred Tenderer's performance under the Contract.
- (d) Once the Preferred Tenderer has been selected and has executed the Contract, it will be required to supply the Services in accordance with the provisions of the Contract.
- (e) No contractual relationship or other obligation arises between Metro and any Tenderer unless and until a formal contract is signed by both parties. This Part 2, clause 9.3(e) applies despite any oral or written advice to a Tenderer that a Tender is preferred or successful or has been, or will be, accepted.
- (f) Unsuccessful Tenderers will be notified within fourteen (14) days of either:
- (i) execution of the Contract by the Preferred Tenderer; or

- (ii) Metro's decision not to award the Contract to any party.

## **10 APPROVALS**

- (a) The Preferred Tenderer must obtain all permits, licences or approvals required in relation to the supply of the Services prior to supplying Metro with the Services.
- (b) The supply of all Services must be carried out in accordance with any applicable permits, licences or approvals and any State or Federal standards, regulations and laws.

## **11 DEBRIEFING**

### **11.1 Contact Officer**

At the conclusion of the procurement, Tenderers who would like a debriefing should contact the Contact Officer.

### **11.2 Timing of debriefing**

If Metro is requested to do so, a debriefing for interested Tenderers will occur after either:

- (a) the execution of the Contract by the Preferred Tenderer; or
- (b) Metro's decision not to award the Contract to any party.

## Annexure A

### Specifications

The Services to be provided by the Contractor are as follows:

1. Delivery of early intervention injury management services to injured employees, and employees identified as at risk of injury, with a focus on recovery in the workplace.
2. Injury management services to be offered to employees based in Hobart, Launceston and Burnie.
3. Strategic advice on rehabilitation management strategies for workers compensation cases, in consultation with Metro's and/or an insurer's Injury Management Coordinator as applicable.
4. Availability during business days (8.00am – 6.00pm) to provide services.
5. An injury management model that is solution focussed and short term for each identified matter, tailored to accommodate the specific workplace requirements of Metro business units.
6. Support and advice to managers and affected employees, including support for line managers in dealing with staff-related injury issues, either in person or via telephone.
7. Face to face and telephone professional assessment of the presenting issue(s) and development of an appropriate action plan.
8. Assure face-to-face appointment with a qualified service provider within three (3) business days of initial request for non-urgent requests. Contractor should indicate the availability of non-urgent face-to-face consultations outside normal business hours.
9. Assure telephone support for non-urgent issues are responded to by a qualified service provider on the phone within one (1) business day of initial request.
10. Submission of a written plan to Metro within 20 days of the signing of the Contract, detailing how the Contractor plans to:
  - (a) systematically maintain quality assurance and risk management in respect of all aspects of the Services;
  - (b) implement auditable systems and strategies for effective monitoring and evaluation processes including mechanisms for collecting data (i.e. staff satisfaction surveys); and
  - (c) operate within the relevant governance frameworks.
11. Submission of separate monthly reports for each region (Hobart, Launceston and Burnie) and an aggregated Metro report, containing specified statistics, issues and trends.
12. Written acknowledgement of receipt of correspondence within five (5) working days of receipt, and substantive written response within ten (10) working days of receipt of a request.
13. Respond to all complaints expressed to the Contractor by Metro within 5 (five) business days.
14. Adhere and conform with work health and safety laws, professional guidelines and codes of practice.
15. Maintain and provide on request the full names, addresses and descriptions of qualifications of all persons providing sub-contracted professional services, inclusive of police clearances.

16. Strict confidentiality to be maintained and protected between Metro employees and the Contractor.

Annexure B

**Tender Form**

(attached separately)

Annexure C

**Local SME Industry Impact Statement**

(attached separately)

Annexure D

**Statement of Compliance**

(attached separately)

Annexure E

**Draft Contract**

(attached separately)