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VICTORIA GOVERNMENT

# GAZETTE

No. P 9 Monday 8 April 1991

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PERIODICAL

STATE TENDER BOARD VICTORIA

CONTRACTS ACCEPTED

*(Series 1991)*

SCHEDULE No. 4/01

SUPPLY

OF

LIGHT AIRCRAFT CHARTER SERVICES

FOR

STATE DEPARTMENTS

FROM

1 APRIL 1991 TO 31 DECEMBER 1991

N. L. JORDAN  
*Secretary to the Tender Board*

CONTRACTS ACCEPTED—(Series 1991)  
Schedule No. 4/01

LIGHT AIRCRAFT CHARTER SERVICES

Contract from 1 April 1991 to 31 December 1991

1991/393—Skybird Airlines Pty. Ltd., Terminal Building, Essendon Airport, Telephone—  
379 7300, Facsimile No. 379 4016.

Aircraft Type+	Registration No.	Approved Passenger Capacity	Rates Per Hour Flying Hour (wheels off/wheels down)
			\$
Piper Cheyenne	VH-DXI	6	950.00#
Cessna Chancellor 414	VH-FKH	5	555.00#

+ both aircraft are twin engine and pressurised

# 5% settlement discount for payment of invoice within 14 days

**ADDITIONAL CHARGES**

**Two Pilot Operation:**

\$205 per day, second pilot will only be charged if the hirer stipulates that a second pilot must be provided.

**Minimum Hiring Charges:**

For half day hire—minimum one hour flight time

For whole day hire—minimum two hour flight time

**Detention Time/Rate:**

A minimum charge of 2 hours flight time per day for any 24 hour period in which the aircraft does not fly, during the complete hire period.

**Overnight Expenses (per crew member):**

	\$
Accommodation (incl. breakfast)	67.60
Lunch	10.30
Dinner	24.00

**Landing Charges:**

Landing charges may apply to certain airfields, such charges are payable by the hirer.

**Daytime Accommodation:**

Charter flights that involve a tour of duty exceeding normal Civil Aviation Navigation Orders (CAO 48) requirements for pilots would normally require an overnight stay. In the event that an overnight stop is inconvenient to the hirer, the Contractor, at the hirer's request, may apply to the Civil Aviation Authority for a dispensation against the requirements of CAO 48 on basis that adequate rest facilities are provided for the crew. Under these circumstances the hirer will be charged for the cost of providing such facilities (usually motel type accommodation).

**Crew Transport:**

Where an overnight stay is required or where daytime accommodation is sought as a result of an extended tour of duty, transport costs of the crew to and from the local town and airfield will be charged at cost.

**APPROVED PILOTS**

Maitland E J	O'Doherty P
Kerwick P	Neumeister J
Helding A S	

**GENERAL:**

**Minimum Notice:**

Provision of service —1 hour

Cancellation of flight—(without incurring any charges) 12 hours

+ Contractor may not charge a cancellation fee where a department cancels less than 12 hours before the flight due to unforeseen circumstances.

**Alternative Transport:**

If aircraft is diverted due to mechanical difficulties a replacement aircraft will be provided.

**Insurance:**

Indemnity to the Government in relation to personal injury and property damage to persons other than passengers in respect of any one accident or series of accidents arising out of one event—\$5 000 000 combined single limit including The Civil Aviation (Carriers' Liability) Act applies in respect of injury to passengers.

Approved—T. Roper, Treasurer—26 March 1991

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**SPECIAL CONDITIONS OF CONTRACT**

**LIGHT AIRCRAFT CHARTER SERVICE**

These Special Conditions of Contract are to be read in conjunction with the General Conditions of Contract for Supply and Delivery of Stores provided that where the General Conditions of Contract conflict with the Special Conditions of Contract the terms of the Special Conditions of Contract shall prevail.

**1. ADDITIONAL/REPLACEMENT AIRCRAFT**

1.1 Inclusion of additional or replacement aircraft during the contract period shall be subject to the acceptance of the Board in writing.

1.2 Replacement aircraft must be of similar specification and performance to the aircraft being replaced.

1.3 The Board shall have the right to examine the aircraft log book, maintenance record and any other necessary documentation when determining the suitability of an additional or replacement aircraft.

**2. ADDITIONAL/REPLACEMENT PILOTS**

2.1 Inclusion of additional or replacement pilots during the contract period shall be subject to the acceptance of the Board in writing.

2.2 The Board shall have the right to examine a pilot's log book and any other necessary documentation when determining the suitability of an additional or replacement pilot.

**3. INSURANCE**

3.1 Throughout the period of the Contract, the Contractor shall maintain a current policy of insurance in respect of all aircraft chartered under the Contract covering the legal liability of the Contractor and the State of Victoria whether under Statute or otherwise for damage arising from:

3.1.1 death of or injury to passengers;

3.1.2 death of or injury to third parties and/or damage to their property.

3.2 The policy shall be with an insurer approved by the Board and the cover for the said legal liability shall be on the terms and for amounts approved by the Board.

3.3 The successful tenderer shall provide the Board with copies of all insurance documents relevant to the Contract including those required under the Civil Aviation (Carriers' Liability) Act or any corresponding Acts of the State or Commonwealth Government which may be in force from time to time.

#### 4. CHARTER RECORDING

4.1 A Charter Record Sheet (CRS) (APPENDIX A) shall be completed by the Contractor who accepting a booking by the Purchaser.

4.2 The Contractor is required to forward a copy of the CRS to the Board within seven (7) working days of the charter being completed.

#### 5. PAYMENT

The Contractor shall furnish an invoice in respect of each charter. Accounts for payment shall specify Purchaser's Order number, registration number of the chartered aircraft, date of flight destination, number of passengers, total flight hours and cost, total detention hours and cost, other costs (e.g. overnight expenses etc.), be accompanied by essential supporting documents, and be rendered to the Purchaser.

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