



SHIRE OF COOROW
REQUEST FOR TENDER

2021/01 – BUILDING MAINTENANCE SERVICES

Request for Tender (RFT)	BUILDING MAINTENANCE SERVICES
Deadline	4.00pm Friday 11 June 2021
Address for Delivery	SHIRE OF COOROW MAIN STREET PO BOX 42 COOROW WA 6515 <i>(ELECTRONIC MAIL AND FACSIMILE TENDERS WILL NOT BE ACCEPTED)</i>
RFT Number	2021/01

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1 PRINCIPAL'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Coorow invites tenders for the following services for a period of one year with a two year option;

(i) Building maintenance services in and around the Coorow Townsite:

- Building maintenance services are to be provided by the Contractor in respect of Shire owned premises/buildings, as determined by the Shire of Coorow administration. Such work does not include work required to be undertaken by a Registered Builder, Registered Painter, Registered Plumber/Electrician or tradesperson with a required licence such as asbestos removal but will include general building and structures maintenance such as building repairs required from time to time to Shire owned buildings, fences, etc.

Work that is not exempt under the Building Act and requires a building permit will be quoted/tendered independently of this service but may include the service provider dependent on license requirements.

- At the sole discretion of the Principal, building materials required to carry out building maintenance work on property owned by the Principal under this contract is to be purchased as per the Shire of Coorow Purchasing Policy. The cost of all building maintenance materials utilised under this contract shall be met by the Principal. Reporting of the materials required will be included in the hourly rate.
- The Contractor agrees to supply all necessary building maintenance hand tools and equipment necessary to carry out the building maintenance work. Any plant or machinery required to be hired for the purpose of a particular building maintenance project, the cost of such hire shall be met by the Principal following prior approval.

(ii) Building maintenance services in and around the Leeman and Greenhead Townsites:

- Building maintenance services are to be provided by the Contractor in respect of Shire owned premises/buildings, as determined by the Shire of Coorow administration. Such work does not include work required to be undertaken by a Registered Builder, Registered Painter, Registered Plumber/Electrician or tradesperson with a required licence such as asbestos removal but will include general building and structures

maintenance such as building repairs required from time to time to Shire owned buildings, fences, etc.

Work that is not exempt under the Building Act and requires a building permit will be quoted/tendered independently of this service but may include the service provider dependent on license requirements.

- At the sole discretion of the Principal, building materials required to carry out building maintenance work on property owned by the Principal under this contract is to be purchased as per the Shire of Coorow Purchasing Policy. The cost of all building maintenance materials utilised under this contract shall be met by the Principal. Reporting of the materials required will be included in the hourly rate/maximum hours.
- The Contractor agrees to supply all necessary building maintenance hand tools and equipment necessary to carry out the building maintenance work. Any plant or machinery required to be hired for the purpose of a particular building maintenance project, the cost of such hire shall be met by the Principal following prior approval.

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- (a) Part 1-Principal's Request (read and keep this part);
- (b) Part 2-Specification and Special Conditions of Contract (read and keep this part); and
- (c) Part 3-Tenderer's Offer (complete and return this part).

1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach as part of your Tender;
Deadline:	The deadline for lodgement of your Tender;
General Conditions of Contract:	Means the General Conditions of Contract nominated in clause 1.9.9;
Offer:	Your offer to be selected to supply the Requirements;
Principal:	Shire of Coorow
Request:	This document;
Requirements:	Building maintenance services to the Shire of Coorow;

Selection Criteria:	The criteria used by the Local Government in evaluating your Tender;
Special Conditions:	The additional contractual terms;
Specification:	The statement of Requirements that the Local Government request you to provide if selected.
Tender:	Your completed Offer form, response to the Selection Criteria and Attachments;
Tenderer:	Someone who has or intends to submit an Offer to the Local Government.

1.4 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements (see clause 2.1).
- (c) Complete the Offer (Part 3) in all respects and attach all your Attachments.
- (d) Make sure you have signed the Offer form and responded to all the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

1.5 CONTACT PERSONS

Tenderers should not rely on any information provided by any person(s) other than those listed below:

Contractual & Specification Enquiries

Name: Mrs Myra Henry

Telephone: (08) 9953 1388 or 0428 521 107

Email: dceo@coorow.wa.gov.au

1.6 EVALUATION PROCESS

This is a Request for Tender (RFT).

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- (a) tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- (b) tenders are assessed against the Selection Criteria. Contract costs are evaluated, eg tendered prices and other relevant whole-of life costs are considered.

- (c) the most suitable Tenderers may be shortlisted and may also be required to clarify the Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A contract may then be awarded to the Tenderer, whose Tender is considered the most advantageous tender to the Principal.

1.7 SELECTION CRITERIA

The Principal has adopted a best value for money approach to this Tender.

The Contract will be awarded to a sole Tenderer for each area (e.g Coorow and Leeman and Greenhead) who best demonstrates the ability to provide quality products at a competitive price. The tendered prices will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

1.7.1 COMPLIANCE CRITERIA

These criteria will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

Description of Compliance Criteria	Yes/No
(a) Compliance with the Specification contained in the Request.	Yes/No
(b) Compliance with the Conditions of Tendering this Request.	Yes/No
(c) Compliance with the Delivery Date.	Yes/No
(d) Compliance with and completion of the Price Schedule.	Yes/No

1.7.2 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria.

It is essential that Tenderers address each qualitative criterion. The Tenders will be used to select the chosen Tenderer, and failure to provide the specified information may result in elimination from the Tender evaluation process.

The qualitative criteria for this Request are as follows:

A) Demonstrated experience in completing similar projects / supply similar goods	Weighting 50 %
B) Skills and experience of key personnel	Weighting 25 %
C) A demonstrated understanding of the required tasks	Weighting 10 %
D) Tendered price	Weighting 15 %
TOTAL	100%

1.7.3 PRICE CONSIDERATIONS

The non-weighted cost method is used where functional considerations such as capacity, quality, transitional and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) The qualitative ranking of each Tenderer; and
- b) The pricing submitted by each Tenderer.

Once the Tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking, and risk of each Tender, in order to determine the Tender, which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal. e.g., the lifetime operating costs of goods or the Principal's Contract management costs may also be considered in assessing the best value for money outcome.

1.8 PRICE BASIS

All prices for services offered under this Request shall be fixed for the term of the Contract.

Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered shall include delivery and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.9 CONDITIONS OF TENDERING

1.9.1 DELIVERY METHOD

Tenders may be:

- (a) delivered by hand to the Shire of Coroow, Main Street Coroow or Morcombe St, Leeman (by the Tenderer or the Tenderer's private agent) or;
- (b) sent through the mail to the Chief Executive Officer, Shire of Coroow, PO Box 42, Coroow WA 6515.

Electronic mail Tenders and Tenders submitted by facsimile will not be accepted.

1.9.2 LODGEMENT OF TENDERS

The Tender must be lodged by the Deadline. The Deadline for this Request is 4.00pm Friday 11 June 2021

The Tender must be:

- (a) placed in a sealed envelope;
- (b) clearly endorsed with the tender number and titled as shown on the front cover of this Request;
- (c) All Tenders should be clearly make *CONFIDENTIAL TENDER*

1.9.3 REJECTION OF TENDERS

A Tender shall be rejected without consideration of its merits in the event that it is not submitted before the Deadline and at the place specified in the Request and may be rejected if it fails to comply with any other requirements of the Request.

1.9.4 LATE TENDERS

Tenders received after the Deadline will not be accepted for evaluation.

1.9.5 ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.9.6 DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All Tenderers will be given particulars of the successful Tenderer (s) or advising that no Tender was accepted.

1.9.7 ALTERNATIVE TENDERS

All Alternative Tenders shall be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract shall in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.9.8 TENDER VALIDITY PERIOD

All Tenders shall remain valid and open for acceptance for a minimum period of three (3) months from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.9.9 GENERAL CONDITIONS OF CONTRACT

Tenders shall be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Supply of Services.

1.9.10 PRECEDENCE OF DOCUMENTS

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request shall have precedence.

1.9.11 TENDERERS TO INFORM THEMSELVES

Tenderers shall be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of Tendering;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;

- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein; and
- (d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith.

1.9.12 ALTERATIONS

The Tenderer shall not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal shall issue an addendum to all Tenderers where matters of significance make it necessary to amend the issued Request documents before the Deadline.

1.9.13 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by any credit rating agency as selected by the Principal; and
- (b) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

1.9.14 OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender shall become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.9.15 CANVASSING OF COUNCILLORS

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's commissioners or councillors (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tender, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its discretion omit the Tender from consideration.

1.9.16 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer shall be the person, persons, corporation or corporations named as the Tenderer in Part 3 and whose execution appears on the Offer Form in

Part 3 of this Request. Upon acceptance of the Tender, the Tenderer shall become the Contractor.

1.9.17 TENDER OPENING

All Tenderers and members of the public may attend or be represented at the opening of Tenders.

All Tenders will be opened in the Principal's offices, following the advertised Deadline. No discussions will be entered into between Tenderers' and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held as soon as practicable after the Deadline at the Shire of Coorow Council Chambers, Main Street Coorow.

2 SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

2.1 SPECIFICATION

2.1.1 TECHNICAL SPECIFICATIONS

The Shire of Coorow invites tenders for the following services for a two year period with a two year option

- Building and asset maintenance of Shire owned premises in the localities of Leeman and Greenhead.
- Building and asset maintenance of Shire owned premises in the locality of Coorow.
- The successful tenderer is required to supply a suitably equipped vehicle for the purpose of carrying out all building maintenance within the scope of this tender.
- The successful tenderer is required to supply all necessary building maintenance hand tools and equipment necessary to carry out the building maintenance work, including “consumables” such as drill bits, cutting discs etc.
- An annual consumables allowance of \$1,500 per annum will be provided.
- If any plant or machinery is required to be hired for the purpose of a particular building maintenance project, the cost of such hire shall be met by the Principal following approval.

2.1.2 TECHNICAL CRITERIA

- The Tenderer can tender on all or part of the services requested (e.g to service only Coorow or only Leeman and Greenhead or both).
- The successful tenderer will have a company ABN and be GST registered.
- Tenderers are required to clearly define an hourly rate for building maintenance services, inclusive of all administration, consumables, if applicable. It is anticipated the contract will take 30 hours per fortnight across all towns, excluding travel. However this is not guaranteed.
- A vehicle and travel charges fee may be included in your hourly rate or as a separate fixed charged.
- An emergency call out fee and emergency hourly rate to be provided, inclusive of GST.
- Tenderers are to detail experience in building maintenance of public facilities.

- Principal will provide all materials for building and asset maintenance works.
- Tenderer's are required to include a guarantee that works will be undertaken as a priority and will be acted on within 48 hours of being reported where the maintenance is resulting from damage or failure. The determination of what is general ongoing maintenance and what is required as priority is at the discretion of the Principal.

2.2 SPECIAL CONDITIONS OF CONTRACT

2.2.1 PERIOD OF CONTRACT AND TERMINATION

The Contract will be for a period of two years with a two year option.

2.2.2 INSURANCES

The successful Tenderer and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies referred to in clause 24 of the General Conditions of Contract for the Provision of Services in the following sums:

- public liability insurance in the sum of at least \$10,000,000 in respect of any one occurrence and for an unlimited number of claims; and
- professional indemnity insurance in the sum of at least \$10,000,000 in respect of any one occurrence and for an unlimited number of claims; and
- if applicable, will be required to effect and maintain product liability insurance in the sum of at least \$10,000,000 in respect of any one occurrence and for an unlimited number of claims.

2.2.3 ADMINISTRATIVE REQUIREMENTS

The contractor is required to provide the following during the course of their contractual obligations in terms of these tenders:

Activity	Frequency
Any variations to the contract or additional works to be undertaken	Prior to commencement
Observations of dangerous circumstances that require attention to obviate potential public harm or public liability claims	Immediately
Accidents or related claims of a public liability nature	Immediately
Damage to property or persons as a result of the performance or non performance of the contract service requirements	Immediately
All instances of misbehaviour or illegal activity that contravenes Commonwealth, State or Local laws or that impedes the performance of the contract service or that	Immediately as incident occurs

may result in damage to any Council or community property or misconduct towards the public	
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All records and reports will remain the property of the Principal and must be returned to the Administration Office on a quarterly basis.

2.2.4 DRESS CODE

All contractors are to wear appropriate clothing, footwear and any safety equipment as required by the nature of the services provided. All appropriate clothing and equipment is to be provided by the contractor.

2.2.5 PLANT, VEHICLES AND EQUIPMENT

The Contractor is to provide, operate and maintain the plant, vehicles and equipment necessary for the proper performance of the required services.

All plant, vehicles and equipment used in the Contract services shall be maintained in good working order and clean condition to the satisfaction of the Principal.

The Contractor shall ensure that all vehicles and plant operated within the Shire of Coorow are maintained in roadworthy condition and carry the required licensing and registration as required under the Road Traffic Act at all times.

The operation of all vehicles, plant and equipment shall be such that it does not cause undue noise, and that minimises atmospheric pollution.

All plant and equipment must be always operated with all guards and safety devices in place and with no exception.

The Contractor must ensure that no vehicle is overloaded by carrying or towing loads beyond legal capacity.

Any vehicle plant or item of equipment, which, in the opinion of the Principal, is substandard in regard to the above, shall be required to be promptly removed from the maintenance area.

All drivers and operators of plant and equipment must have appropriate, current Western Australian or National Vehicle Drivers Licenses.

The Contractor shall ensure that hazard identification, risk assessment and risk control processes have been carried out and documented in relation to all plant and equipment.

2.2.6 QUALITY CONTROL

The Principal shall conduct regular inspections to audit works carried out.

The contractor shall be responsible for ensuring the following outcomes:

- That activities scheduled in the building maintenance programme will

- conform to the specification.
- Resources allocated to the service delivery will enable the specified outcomes.
 - That work is carried out with the specified time constraints.

2.2.7 PUBLIC SAFETY AND OCCUPATIONAL SAFETY AND HEALTH

The contractor shall alert any person within the vicinity of building maintenance operations or whose person, pets, stock or property may be at risk of injury or damage. Where appropriate, the contractor may politely ask persons to move a safe distance away from such building maintenance operations.

The contractor is to be fully conversant with the Occupational Safety and Health Act 1984 and shall be responsible for maintaining a safe worksite, whilst adequately isolating any hazardous situation.

Public safety must be maintained at all times.

3 TENDERER'S OFFER

3.1 OFFER FORM

The Chief Executive Officer

SHIRE OF COOROW

Main Street, Coorow WA 6515

I/We

(BLOCK LETTERS): _____

ADDRESS: _____

ABN/GST Status _____

ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail (if any): _____

In response to **2021/01 – BUILDING MAINTENANCE SERVICES**

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to thirty (30) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there shall be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this: _____ day of _____ 20__

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Position: _____

Address: _____

3.2 GENERAL AND CORPORATE INFORMATION

3.2.1 ORGANISATION PROFILE AND REFEREES

Attach your organisation profile.	Attachment 1 <input type="checkbox"/> Tick✓if attached
Attach details of your referees. You should give examples of work provided for your referees where possible.	Attachment 2 <input type="checkbox"/> Tick✓if attached

3.2.2 AGENTS

Are you acting as an agent for another party?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details (including name and address) of your principal.	Attachment 3 <input type="checkbox"/> Tick✓if attached

3.2.3 SUB-CONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details of the subcontractor(s) including the name, address, location of premise and the number of people employed.	Attachment 4 <input type="checkbox"/> Tick✓if attached

3.2.4 QUALITY ASSURANCE

Does your organisation have any quality assurance system?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you propose to subcontract, does your subcontractor have a "third party" quality management system in place?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Supply evidence or details of your quality assurance position and where relevant of your supplier's or subcontractor's position, in an attachment.	Attachment 5 <input type="checkbox"/> Tick✓if attached
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3.3 RESPONSE TO SELECTION CRITERIA

3.3.1 COMPLIANCE CRITERIA

Have you complied with the Specification contained in this Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you complied with the Conditions of Tendering contained in this Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you complied with and completed the price schedule?	Yes <input type="checkbox"/> No <input type="checkbox"/>

3.3.2 QUALITATIVE CRITERIA

Before answering the qualitative criteria, Tenderers shall note the following:

- (a) all information relevant to your answers should be contained within your Tender to each criterion;
- (b) tenderers shall assume that the Evaluation Panel has **no** previous knowledge of your organisation, its activities or experience;
- (c) tenderers shall provide full details for any claims, statements or examples used to address the qualitative criteria; and
- (d) tenderers shall address each issue outlined within a qualitative criterion.

Demonstrated experience by tenderer to meet the requirements as set out in specification: (a) provide details of supplying similar goods and services; and (b) demonstrate competency and proven track record of achieving outcomes.	Attachment 6 <input type="checkbox"/> Tick✓if attached
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A maintenance service best suited to the Principal's requirements that demonstrates a commitment to customer service and a professional corporate image.	Attachment 7 <input type="checkbox"/> Tick✓if attached
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Supply details of any relevant information additional to corporate profile, references and quality assurance information.	
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Demonstrated ability and procedures to ensure public and employee safety by way of Occupational Safety and Health, and adherence. Supply details of relevant operational policies and procedures.	Attachment 8 <input type="checkbox"/> Tick✓if attached
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3.4 PRICE INFORMATION

Tenderers **must** complete clause 3.4.3 "Price Schedule". Before completing the Price Schedule, Tenderers should read the entire Request.

3.4.1 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment.	Attachment 9 <input type="checkbox"/> Tick✓if attached

3.4.2 PRICE BASIS

Are you prepared to offer a fixed price?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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3.4.3 PRICE SCHEDULE

All pricing must include GST.