






## Town of Cottesloe

### REQUEST FOR TENDER

<b>Request for Tender</b>	<b>CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM</b>
<b>Due Date</b>	<b>4:00pm, 6 April 2016</b>
<b>Address for Delivery</b>	<b>TOWN OF COTTESLOE 109 BROOME STREET COTTESLOE WA 6011</b>
<b>Number</b>	<b>T01/2016</b>
<b>Contact Details</b>	<b>Garry Bird Manager, Corporate and Community Services Phone: 9285 5000 Email: <a href="mailto:mccs@cottesloe.wa.gov.au">mccs@cottesloe.wa.gov.au</a></b>

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# 1 PRINCIPAL'S REQUEST

## 1.1 CONTRACT REQUIREMENTS IN BRIEF

- 1.1.1 Vendors are now invited to submit expressions of interest for the provision of a new system as described in the "Deliverables" section of this document. These expressions of interest should also include the following:
- (a) full details of initial and ongoing costs,
  - (b) details of required hardware needed to support and operate the system,
  - (c) details of the vendors experience in implementing similar systems, including at least two Western Australian reference sites, and
  - (d) details of the vendors staffing levels and their ability to achieve the Town's required timeframes.

## 1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

Part 1 – Principal's Request (read and keep this part);

Part 2 – Specification and Special Conditions of Contract, Project Scope, Implementation Timeframes and General Conditions of Contract (read and keep this part);

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:

<b>Attachments:</b>	The documents you attach as part of your Tender;
<b>Deadline:</b>	The deadline for lodgement of your Tender;
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract nominated in clause 4.0;
<b>Offer:</b>	Your offer to be selected to supply the Requirements;
<b>Principal:</b>	The Town of Cottesloe
<b>Request:</b>	This document;
<b>Requirements:</b>	The services requested by the Local Government;
<b>Selection Criteria:</b>	The criteria used by the Local Government in evaluating your Tender;
<b>Special Conditions:</b>	The additional contractual terms;
<b>Specification:</b>	The statement of requirements that the Local Government request you to provide if selected.
<b>Tender:</b>	Your completed Offer form, response to the Selection Criteria and Attachments;
<b>Tenderer:</b>	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 of 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:

Name: Garry Bird  
 Telephone: 9285 5000  
 E-mail : mccs@cottesloe.wa.gov.au

Name: Brenton Pember  
 Telephone: 9285 5000  
 E-mail : brenton@cottesloe.wa.gov.au

## 1.6 EVALUATION PROCESS

This is a Request for Tender. 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 (e.g. completed Offer Form and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, i.e. tendered prices and other relevant whole-of-life costs are considered.
- (c) The most suitable Tenderers may be short-listed and may also be required to clarify the Tender. 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.

### Selection Criteria

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

The Contract will be awarded to a sole Tenderer who best demonstrates the ability to provide quality services 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.

### Compliance Criteria

- 1.6.2 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 and completion of the Price Schedule.	Yes/No

### Qualitative Criteria

- 1.6.3 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:

Description of Qualitative Criteria	Weighting
(a) Demonstrated capacity of software to meet specifications.	50%
(b) Demonstrated experience in completing similar projects.	10%
(c) Skills and experience of key personnel.	10%

### Price Considerations

- 1.6.4 Weighted Cost Criteria

Criteria	Weighting
Tendered price	30%

## 1.7 PRICE BASIS

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

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

Unless otherwise indicated, prices tendered shall include recruitment, administration and induction 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.

## 1.8 CONDITIONS OF TENDERING

### Delivery Method

- 1.8.1 Tenders may be:
- delivered by hand to 109 Broome Street, Cottesloe WA 6011 (by the Tenderer or the Tenderer's private agent) or;
  - sent through the mail to the Chief Executive Officer, Town of Cottesloe, 109 Broome Street, Cottesloe WA 6011.

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

### Lodgement of Tenders

- 1.8.2 The Tender must be lodged by the Deadline. The Deadline for this Request is that stated on the front cover of this Request.

The Tender must be:

- placed in a sealed envelope; and
- clearly endorsed with the Tender number and titled as shown on the front cover of this Request.

Tenderers must ensure that they have provided two signed copies of their Tender. Any brochures or pamphlets must be attached to those Tenders. All pages must be numbered consecutively and the Tenders must include an index.

#### **Rejection of Tenders**

- 1.8.3 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.

#### **Late Tenders**

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

#### **Acceptance of Tenders**

- 1.8.5 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.

#### **Disclosure of Contract Information**

- 1.8.6 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.

#### **Alternative Tenders**

- 1.8.7 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, at its absolute discretion, reject any Alternative Tender as invalid.

Any additional conditions of contract, written on the tender submission, that do not make up part of this Request for Tender, will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

#### **Tender Validity Period**

- 1.8.8 All Tenders shall remain valid and open for acceptance for a minimum period of sixty (60) days 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.

#### **General Conditions of Contract**

- 1.8.9 Tenders shall be deemed to have been made on the basis of and to incorporate the General Conditions of Contract (part 4) of these documents.



**Precedence of Documents**

- 1.8.10 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 (including the Specification and Special Conditions of Contract) shall have precedence.

**Tenderers to Inform Themselves**

- 1.8.11 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 enquiries
  - (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.

**Alterations**

- 1.8.12 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.

**Risk Assessment**

- 1.8.13 The Principal may have access to and give consideration to:
- (a) any risk assessment undertaken by Dun and Bradstreet; or any other credit rating agency; 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.

**Ownership of Tenders**

- 1.8.14 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.

**Canvassing of Councillors**

- 1.8.15 If a Tenderer, whether personally or by an agent, canvasses any of the Principal's employees, 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.

**Identity of the Tenderer**

- 1.8.16 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.

**Tender Opening**

- 1.8.17 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 concerning the Tenders submitted.

The Tender opening will be held at the Town of Cottesloe Administration Office, located at 109 Broome Street, Cottesloe WA 6011, immediately after the Tender closing.

## 2 SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

### 2.1 SPECIFICATION

Vendors are now invited to submit expressions of interest for the provision of a new system as described in the “Deliverables” section of this document. These expressions of interest should also include the following:

- (a) full details of initial and ongoing costs,
- (b) details of required hardware needed to support and operate the system,
- (c) details of the vendors experience in implementing similar systems, including at least two Western Australian reference sites, and
- (d) details of the vendors staffing levels and their ability to achieve the Town’s required timeframes.

**Please note that selected vendors will be requested to provide a full demonstration of their system to the Town.**

### 2.2 VENDOR RESPONSIBILITY

Prospective vendors are required to detail how each of the required functionality items (Deliverables) described below will be provided. In addition, the selected vendor will be required to:

- (a) Supply and implement all required software, including licenses to operate all required components of the system,
- (b) Customize the configuration of the system to suit the Towns requirements,
- (c) Train Town staff in the use of the system,
- (d) Provide required mobile technology, including mobile devices, and
- (e) Provide ongoing support for the system for a minimum of five (5) years.

## 3 PROJECT SCOPE

This section describes the overall scope of the required new system.

### 3.1 OBJECTIVE

The Town wishes to implement a new CRM system. This new system needs to:

- (a) manage all internal and external service requests,
- (b) allow customised workflows based on the category of request,
- (c) integrate to existing back end systems (Authority, Trim and Intramaps), and
- (d) be mobile enabled.

### 3.2 DELIVERABLES

This section describes the specific items of functionality that need to be included in the new system as a minimum.

#### Capture of Requests

- 3.2.1. The system must allow for the capture of new (incoming) requests from each of the following methods:
  - (a) manual entry into the system by an officer,
  - (b) capture via a mobile device while an officer is in the field,
  - (c) automatically customer generated via the internet website or a smart phone,
  - (d) automatically generated via incoming documents (mail) as they are entered into the Town’s central document management system (Trim).

The system must record all contacts with customers, and all responses given to customers. This also includes all attempts to contact the customer, even if they were not able to be contacted.

The system must have a facility to record commonly asked questions, and have a library of prescribed responses and instructions so that Customer Services Officers are able to service the requests without needing to refer them to other staff.

The system must record all queries, including those that were able to be instantly resolved and where no further action is required.

In the event that multiple requests about the same issue are received by different customers, then the system should link these requests in such a way that only one request needs to be updated, but all customers will be notified of the resolution.

### **Category and Priority of Requests**

- 3.2.2 All requests must be able to be categorized, and each different category of request must be able to have its own unique workflow.

Low priority requests are to be routed to a centralized CRM team, from where they will be allocated to appropriate officer for action.

High priority requests are to be automatically routed to the appropriate action officer immediately. This includes notification to that officer via their mobile device.

### **Management of Requests**

- 3.2.3 Officers are to be able to view all requests currently assigned to themselves for action in the form of an interactive task list. This task list should be able to record actions and resolutions to requests, trigger the generation of responses to customers, and be accessible on mobile devices.

Managers are to be able to view all outstanding requests assigned to any staff in their department. This view should detail how long the request has been outstanding for, and it should allow the manager to reassign the request to an alternate officer if required.

Each different category of request should have its own expected resolution timeframe (SLA). In the event that an individual request is not resolved, then the action officer should be notified prior to the SLA expiring. If the request is still not resolved at the expiry of the SLA then the request should be escalated to the officers manager.

There should also be an overall view of all unresolved requests. Senior staff (Executive managers and the CEO) will have access to this as will the central CRM team. This view should highlight any requests that are soon to breach their SLA, and provide the ability to reassign the requests to an alternate officer.

The system should provide comprehensive and flexible reporting options. These must include the following reports:

- (a) Numbers of all different request types received, and resolved within a given period, along with the number currently outstanding,
- (b) Number of requests resolved by each officer within a given period, and the average resolution time.

### **Customer Feedback and Management**

- 3.2.4 Officers should be able to generate automatic responses to the original customer advising them on the progress of their request, even if the request has not yet been finally resolved. This feedback to customers should use the customers preferred contact method (phone, email, or SMS).

All correspondence generated from the system (letters, emails, SMS alerts) need to be recorded in Trim, and linked back to the specific request number in the CRM.

A full history of all contact with each customer needs to be available. This history should detail all requests made by that customer.

A customer portal over the internet is required. This portal should allow customers to securely log in, and view the progress on all their outstanding requests, as well as the history on all resolved requests. The portal should also allow customers to interact with officers for the provision of additional information when required.

### **Mobile Enablement**

- 3.2.5 Officers need to be able to access requests while in the field via mobile devices.

High priority requests should be prominently visible on the devices so that they are not missed.

The mobile device needs to capture notes and resolution details, and update the central CRM system in real time.

Officers require the ability to raise new requests on the mobile devices while in the field.

Request locations should be made visible on the mobile device's internal mapping application.

Mobile devices must integrate to other third party apps such as WALGA's "Snap, Click and Send" app, and also to mapping apps.

### **System Integrations**

- 3.2.6 The system must integrate in real time to the following back end system already in use by the town:
- (a) Civica's Authority application suite (v6.9)
  - (b) HP's Trim EDMS (v7.34)
  - (c) DMS's IntraMaps GIS (v8.0)

Integration to Authority must include links to the following:

- (a) name records stored in the Name and Address register,
- (b) properties in the property database
- (c) registered animals in the animals module,
- (d) issued infringements in the infringements module, and
- (e) establishments recorded in the Health Register

Integration to Trim must be in such a way that each request generates a new CRM folder in Trim, and all correspondence relating to that request is profiled into that folder.

Integration to the IntraMaps system should be in such a way that all property based requests can be viewed on the GIS, and details provided when the user selects a specific property within the GIS.

### Facilities Booking

- 3.2.7 The system requires the ability for customers to book facilities on Council property as part of their request process. This facility booking should interrogate the calendar of events for the selected facility to ensure that the facility is available. As part of confirming a booking for a facility, the system must also process the required payment for bonds and hire fees.

## 4 IMPLEMENTATION TIMEFRAMES

The town intends to implement the new CRM system in a staged manner as follows:

Stage	Deliverable	Live By
1	Inhouse functionality for all request types applicable to the Development Services Directorate	30 September 2016
2	Inhouse functionality for all other request types across the Town	31 December 2016
3	Mobile Enablement	31 December 2016
4	Customer Web Portal	30 June 2017
5	Facility Bookings	30 June 2017

### 4.1 SPECIAL CONDITIONS OF CONTRACT

#### Period of Contract and Termination

- 4.1.1 In the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, as determined at the Principal's sole discretion, the Principal may forthwith determine the Contract by written notice to the Contractor.

In the event that -

- (a) the Contractor does not provide the services in accordance with the request of the Principal; or
- (b) the Contractor does not, in the opinion of the Principal, perform the work required in a satisfactory manner (including, but without limitation, for unsatisfactory productivity), the Principal may by notice in writing immediately terminate the Contract without penalty.

The Contract is to be completed on supply of the Requirements.

#### Insurance

- 4.1.2 The successful Tenderer and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies to the sums referred below:
- (a) public liability insurance in the sum of at least \$10,000,000 (ten million dollars) in respect of any one occurrence and for an unlimited number of claims;
  - (b) workers' compensation insurance in respect of any one occurrence and for an unlimited number of claims; and
  - (c) third party property damage of no less than \$10,000,000 (ten million dollars).

**Failure to Supply**

- 4.1.3 Where the Contractor is unable or fails to supply or meet the requirements of the Principal at any time, the Principal may, without being liable in any way to the Contractor, obtain or acquire such services as is required at that time from any other source or supplier. Where the cost of obtaining Contracted services through an alternative source exceeds the Contract cost, the additional cost will become a debt owed to the Principal by the Contractor.

**In House Bid**

- 4.1.4 It is the intention that the Principal, Town of Cottesloe, will not submit an “In House Bid” for the provision of the services contained within this document.

## 5 GENERAL CONDITIONS OF CONTRACT

### 5.1 GOVERNING LAW

The contract shall be governed by the laws of the State of Western Australia and the parties hereby submit to the exclusive jurisdiction of the courts of the State.

### 5.2 DEFINITIONS

- 5.2.1 In the Contract, except where the context otherwise requires:

**'Clause'** means a clause of these General Conditions.

**'Contract'** means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Town of Cottesloe and the Contractor.

**'Contract Price'** means

- (a) where payment is to be made on a Lump Sum Basis, the sum which is stated in the contract to be payable to the Contractor for the supply of the Services by the Contractor and the performance of the obligations of the Contractor under the Contract;
- (b) where payment is to be made on a Schedule of Rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the Schedule of Rates and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the Schedule of Rates;
- (c) where payment is to be made on a Lump Sum and a Schedule of Rates Basis, the aggregate of the sums referred to in paragraphs (a) and (b),

but excluding any additions or deductions, which may be required to be made pursuant to the Contract.

**'Contractor'** means the person or persons, corporation or corporations, who contract to supply the Service, the subject of the Contract.

**'Officer'** means any officer or person authorised by the Town of Cottesloe and notified to the Contractor as an authorised officer for the purpose of this Contract.

**'Services'** means the whole of the services, tasks, work and requisites to be supplied rendered provided or performed by the Contractor including all variations provided for by the Contract as more fully set out in the Contract.

**'Specification'** means any Special Conditions, Technical Specification and Schedules forming part of the Contract; and such Specification shall be read with these General Conditions and (part 3) Specification and Special Conditions of Contract as an integral part of the Contract, but in the event of any inconsistency between the Specification and these General Conditions the former shall (unless the Contract otherwise provides) prevail.

- 5.2.2 Unless the context otherwise requires, the singular in all cases includes the plural and vice versa. The clause headings of the General Conditions of Contract shall not in any way affect their interpretation. Any one gender includes all genders.

### **5.3 QUALITY OF SERVICES**

- 5.3.1 All Services rendered shall conform to the specification and the standards specified in the Contract
- 5.3.2 Where no standards are specified in the Contract, the Services shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then the appropriate and current standard of the British Standards Institution or such other standard as the Town of Cottesloe shall consider appropriate.
- 5.3.3 If no standards are applicable, the Services shall be of the highest standard and carried out promptly with all due skill care and diligence.
- 5.3.4 The Contractor shall employ only such persons as are careful skilled and experienced in their respective professions trades and callings who hold all necessary licences permits and authorities required by law and whose standards of workmanship are entirely suitable for the performance of the Services and the requirements of the Contract.

### **5.4 PATENT RIGHTS**

- 5.4.1 The Contractor shall indemnify and at all times keep the Town of Cottesloe indemnified against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, design, trade mark or name, copyright or other protected right in respect of any goods, articles, services, equipment, machinery, plant or thing, system or method of performing, using, fixing, working or arrangement used, fixed, provided or supplied by the Contractor.
- 5.4.2 All payments and royalties payable in respect of any such letters patent or other protected right, shall be included by the Contractor in the Contract and shall be paid by itself to the person, persons, or body to whom they may be due or payable.
- 5.4.3 In the event of any claim being made or brought against the Town of Cottesloe in respect of any of the matters stated in this clause, the Contractor shall be immediately notified thereof. The Contractor shall, with the assistance if required of the Town of Cottesloe but at the Contractor's sole expense, conduct all negotiations for the settlement of the same or any litigation that may arise there from and in the event of the failure by the Contractor so to do, the Town of Cottesloe shall have power to suspend payment of any money due to the Contractor under the Contract until such claim has been satisfied, settled, or withdrawn. Should any money due, or which may thereafter become due, to the Contractor, or which may have been deposited by the Contractor as security under the Contract, be insufficient to satisfy or settle any such claim and such claim has not been satisfied or withdrawn at the date when the Contract would otherwise have been completed, the balance outstanding in respect of the claim shall be a debt due by the Contractor to the Town of Cottesloe.

### **5.5 SETTLEMENT OF DISPUTES**

- 5.5.1 The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.
- 5.5.2 Either party may refer to an appropriate independent expert, agreed to by the parties, any Services for examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both parties, and the expense of such reference shall be paid by the unsuccessful party.



- 5.5.3 Any dispute or unresolved claim arising out of or relating to the Contract or the breach, termination or invalidity thereof ('the dispute') shall first be the subject of conciliation before a conciliator who is either agreed to by the parties or, failing agreement, who is appointed by the President of the Institute of Arbitrators and Mediators (WA Branch).
- 5.5.4 If the dispute has not been resolved within 28 days (or such other period agreed in writing between the parties) after the appointment of the conciliator, the dispute shall be referred to arbitration to be effected:
- (a) by an arbitrator mutually agreed upon between the parties; or
  - (b) in default of such mutual agreement, by an arbitrator appointed by the President of the Institute of Arbitrators and Mediators, in accordance with the provisions of the Commercial Arbitration Act 1985.

## **5.6 TIME**

- 5.6.1 Services under the contract shall be supplied punctually at or within the time stated in the Order and in this respect time shall be of the essence of the Contract.
- 5.6.2 The Contractor shall be entitled only to such extensions of time for compliance with the Contract as the Town of Cottesloe, upon the written application of the Contractor, may, at its absolute discretion, grant in writing.

## **5.7 SUPPLY OF SERVICES BY ORDER**

- 5.7.1 The Contractor shall fulfil all orders for Services placed by the Town of Cottesloe during the term or currency of the Contract.
- 5.7.2 Where the Contract is for the supply of Services by reference to a list of Services and prices in a Schedule to the Specification, the Town of Cottesloe shall not be required to take or accept all or any of the Services listed EXCEPT such of the Services as may be ordered by the Town of Cottesloe from time to time during the period of the Contract.
- 5.7.3 Where the quantity or value set out in any Schedule to the Specification is described as 'approximate' it shall be regarded only as an estimate of the quantity or value which may be required under the Contract and the Town of Cottesloe shall not be required to take or accept the said nominated approximate quantity or value of Services.
- 5.7.4 The right is reserved for the Town of Cottesloe to order its requirements of any one type or item of the Services either at one time or in instalments or in such quantities as may be required from time to time.
- 5.7.5 Nothing herein contained shall oblige the Town of Cottesloe to take or accept all its needs or requirements of the Services solely from the Contractor nor shall be taken to confer any exclusive right upon the Contractor to provide the Services to the Town of Cottesloe. The Town of Cottesloe shall be free at all times to obtain the Services or any part of them from any other source provider or supplier thereof except Services the subject of an existing order to the Contractor.

## **5.8 STAMP DUTY**

The Contractor shall pay all stamp duties in connection with the Contract.

## **5.9 GOODS AND SERVICES TAX**

- 5.9.1 For the purposes of this clause:
- (a) "GST" means goods and services tax applicable to any taxable supplies as determined under the *GST Act*.

- (b) “*GST Act*” means *A New Tax System (Goods and Services Tax) Act 1999* and (where the context permits) includes the Regulations and the Commissioner of Taxation’s Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- (c) “Supply”, “taxable supply” and “tax invoices” have the same meanings as in the *GST Act*.

5.9.2 Where the supply of the Services or any part thereof is a taxable supply under the *GST Act*:

- (a) The Contract Price shall be inclusive of all applicable GST at the rate in force or the time being.
- (b) The obligation of the Town of Cottesloe to pay the Contract Price or any instalment thereof, and the right of the Contractor to recover the Contract Price or any instalment thereof, shall be subject to and conditional upon the prior issue by the Contractor and the prior receipt by the Town of Cottesloe of a tax invoice in respect of the Contract Price, or the relevant instalment thereof, which complies in all respects with the *GST Act*.
- (c) This provision applies notwithstanding any other provision of the Contract or any legislation or rule of law to the contrary, but does not apply if the Contractor is not registered for GST, and is not required to be so registered, under the *GST Act*.

5.9.3 The Contractor shall at all times observe, perform and comply with all applicable provisions of the *GST Act* relative to the supply of the Services under the Contract.

## 5.10 PRICE VARIATIONS

5.10.1 Contract prices shall be firm unless otherwise stated in the Contract.

5.10.2 Where Contract prices are variable, and the Contractor wishes to claim for a variation in price during the term of the Contract, then the Contractor shall give the Town of Cottesloe full details of the make-up of the claim, including all applicable information as to the cost of materials, direct labour, overheads, profit and such other cost components as the Town of Cottesloe may require to verify any claim for variation. All applications for variation must be shown in a statement form detailing the existing approved Contract prices, the proposed price increase and proposed new Contract price on an item by item basis and shall be accompanied by all relevant determinations and documents in support of the claim.

5.10.3 Where the Contract price is the price ruling at date of performance of the Services, the Contractor shall produce to the Town of Cottesloe evidence to verify each claim for payment.

5.10.4 Where trade list prices form the basis of the Contract the Contractor shall identify the trade list referred to by date, number or other suitable reference.

5.10.5 Reductions affecting the Contract rates shall be notified by the Contractor to the Town of Cottesloe immediately they occur and the Contractor shall repay to the Town of Cottesloe the full amount of any overpayment made by the Town of Cottesloe within fourteen (14) days of the reduction being authorised by the Town of Cottesloe.

5.10.6 Applications for variation of variable Contract prices or rates by the Contractor shall be submitted in writing to the Town of Cottesloe as far in advance as practicable of the date from which the variation is sought to commence.

- (a) All variations approved by the Town of Cottesloe shall operate from a date determined by the Town of Cottesloe, which shall not be earlier than the date of the formal application for variation.
- (b) The onus shall be upon the Contractor to prove to the satisfaction of the Town of Cottesloe all details of any variation claimed.

- 5.10.7 In all matters of price variations (up or down) the Contractor shall make available to the Town of Cottesloe, within the time specified by the Town of Cottesloe, such information, records, facts and figures as the Town of Cottesloe shall require.

Failure to supply the required information, records, facts and figures shall entitle the Town of Cottesloe to refuse the variation.

- 5.10.8 Where the variation is to be determined on the basis of decisions by the Australian Competition and Consumer Commission such variations will be effective on the date nominated by the Australian Competition and Consumer Commission and will be binding on all parties. Should the Australian Competition and Consumer Commission cease to operate during the period of the Contract, a new variation arrangement will be negotiated by mutual agreement. If agreement cannot be reached, the Contract may forthwith be determined by either party by written notice to the other.

## **5.11 SECURITY DEPOSIT**

- 5.11.1 Within the time limited in the Special Conditions of Contract the Contractor shall deposit with the Town of Cottesloe the Security in the amount and in the form (if any) set out in the Special Conditions of Contract. The Town of Cottesloe shall hold such Security as security for the due and proper performance and completion of the Contract, or until the Contract has been terminated in which event the Security shall become forfeited to the Town of Cottesloe.
- 5.11.2 If the Contract has not been terminated and Orders are not completed in accordance with the terms of the Contract, then the amount of loss and damage (if any) to the Town of Cottesloe caused thereby may be deducted from the Security and appropriated by the Town of Cottesloe.
- 5.11.3 Where the Contractor fails to deposit the Security within the said period the Town of Cottesloe may give to the Contractor notice in writing terminating the Contract and the Contract shall thereupon be deemed to be discharged.

## **5.12 ASSIGNING OR SUBLETTING**

- 5.12.1 The Contractor shall not, without the previous consent of the Town of Cottesloe in writing, assign transfer mortgage charge encumber sublet or sub contract the Contract, or any part thereof. The Contractor shall not assign transfer mortgage, charge, or encumber, all or any of the moneys payable or to become payable or any other interest or benefit under the Contract without the consent in writing of the Town of Cottesloe being first obtained. Any consent shall not discharge the Contractor from any liability in respect of the Contract, and shall extend only to the assignment or other transaction actually consented to and shall not be deemed a consent to any other assignment of transaction nor to prevent any proceedings for any subsequent breach of this condition any may be granted or withheld or made subject to conditions in the absolute discretion of the Town of Cottesloe.

## **5.13 TERMINATION OF CONTRACT**

- 5.13.1 Where the Contractor:
- (a) fails to supply and provide the Services on the due date or dates or at the location or locations specified in the Contract or in any order or to duly and punctually observe and perform all or any of the terms or conditions set out in the Contract; or
  - (b) assigns subcontracts or sublets the Contract, or any part thereof, or assigns, mortgages, charges, or encumbers, or attempts to assign, mortgage, charge, or encumber, all or any of the moneys payable or to become payable under the Contract, or any other interest or benefit whatsoever arising, or which may arise, under the Contract without the consent in writing of the Town of Cottesloe being first obtained; or
  - (c) (if an individual) becomes bankrupt; or

- (d) (if a corporation) goes into voluntary or compulsory liquidation or goes into receivership or enters into voluntary administration; or
- (e) makes an assignment of its estate for the benefit of its creditors, or makes an arrangement or composition with its creditors; or
- (f) includes any statement, fact, information, representation or material in its Tender which is false untrue or incorrect; or
- (g) fails in any manner to perform the Contract to the complete satisfaction of the Town of Cottesloe;

then, and in every such case, the Town of Cottesloe may give notice in writing to the Contractor terminating the Contract, whether there are any orders remaining to be filled or not and engage or contract with any person or corporation other than the Contractor to perform and complete the same.

5.13.2 All damages and expenses incurred by the Town of Cottesloe under or by virtue of the provisions of sub-clause 4.13.1 shall be ascertained and certified to by the Officer, and shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or that may have been deposited by itself as security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by itself as aforesaid, shall be not sufficient for that purpose, the balance remaining unpaid shall be a debt due by the Contractor to the Town of Cottesloe and may be recovered from the Contractor in any Court of competent jurisdiction.

5.13.3 If the Contract is terminated, the moneys which have been previously paid to the Contractor on account of the orders filled, shall be taken by the Contractor as full payment and satisfaction for all orders executed under the Contract. All sums of money that may be due to the Contractor and unpaid, and all sums of money (if any) held as security, shall be forfeited and may be retained by the Town of Cottesloe.

5.13.4 Upon termination of the Contract all moneys previously paid to the Contractor shall be deemed to be in full satisfaction of all claims of the Contractor of any kind or description whatsoever under or in respect of the Contract.

## **5.14 FAILURE TO SUPPLY**

Where a state of emergency exists or where the Contractor is unable or fails (for whatever reason) to supply and provide the Services at any time or in any place the Town of Cottesloe may, without being liable in any way to the Contractor, obtain or acquire such Services as it requires during the state of emergency or at that time or in that place (as the case may be) from any other source, supplier or provider thereof. The existence of a state of emergency shall be determined by the Town of Cottesloe at its sole discretion.

## **5.15 POWER TO ACT FOR THE TOWN OF COTTESLOE**

Anything to be done or performed by the Town of Cottesloe may be done and performed by any person duly authorised by the Town of Cottesloe.

## **5.16 VARIATION OF CONTRACT TERMS**

None of the terms of the Contract shall be varied, waived, discharged or released either at law or in equity, unless by the express agreement of the Town of Cottesloe in writing.

## **5.17 SUSPENSION OF PAYMENTS**

Should the Contractor refuse or neglect to carry out the instructions of the Town of Cottesloe in regard to any matter connected with the Contract, the Town of Cottesloe may suspend all payments to the Contractor until such instructions have been complied with.

## **5.18 DEDUCTION OF CHARGES OR DEBTS**

- 5.18.1 Without limiting the Town of Cottesloe's rights under any of the foregoing clauses hereof, any debt due from the Contractor to the Town of Cottesloe may be deducted by the Town of Cottesloe from any moneys which may be or thereafter become payable to the Contractor by the Town of Cottesloe, and if such moneys are insufficient for this purpose, then from the Contractor's security under the Contract. Nothing in this clause shall affect the right of the Town of Cottesloe to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.
- 5.18.2 The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses, losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Town of Cottesloe from any sum or sums due, or which may become due, to the Contractor under or in respect of any other contract or contracts which may be subsisting between the Contractor and the Town of Cottesloe for the time being.

## **5.19 PAYMENT**

- 5.19.1 The Town of Cottesloe shall pay or cause to pay to the Contractor, upon the certificate of the Officer, all sums of money due or to become due to the Contractor under the Contract, in the amounts and at the times set forth in the Contract, and shall pay or hand over the Security (if any) deposited to the Contractor within thirty days after the Officer has certified that the Contract has been satisfactorily completed. Failure by the Town of Cottesloe to pay the amount payable at the due time will not be grounds to vitiate or avoid the Contract.
- 5.19.2 Where the Contract is a schedule of prices Contract to be executed at the rates or prices given in the Contract, then the Services shall be paid for at their schedule rates and not at the total amount of the Contractor's tender.
- 5.19.3 The Contractor shall not be entitled to any interest, credit charge, service fee or any other fee or charge for extending credit or allowing time for the payment of money becoming due for the provision of Services unless expressly provided for in the Contract.
- 5.19.4 The Town of Cottesloe shall not be obliged to pay accounts of the Contractor unless received by the paying officer nominated on the Order.
- 5.19.5 All periods for payment of invoices shall be calculated from the date of preparation of the invoice.

## **5.20 SERVICE OF NOTICES**

- 5.20.1 Any notice, order, instruction or communication required to be, or that may be served on or given to the Contractor by the Town of Cottesloe or the Officer shall be deemed to have been sufficiently issued or given to or served upon the Contractor if it is handed to the Contractor or is sent by prepaid cost to or is left at the address of the Contractor stated in its Tender or at such other address as is notified in writing by the Contractor to the Town of Cottesloe.

## **5.21 CONTRACTOR TO INFORM ITSELF**

- 5.21.1 The Contractor shall be deemed to have:
- (a) examined carefully and to have acquired actual knowledge of the contents of the Drawings, Specification, Schedules, Bills of Quantities (if any), Conditions of Tendering, these General Conditions of Contract and the Special Conditions of Contract (if any) and any other information made available in writing by the Town of Cottesloe to the Contractor for the purpose of tendering; and
  - (b) examined the site and its surroundings; and

- (c) satisfied itself as to the correctness and sufficiency of its tender and that its price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the contract.

Failure by the Contractor to do all or any of the things it is deemed to have done under this clause will not relieve the Contractor of its liability to perform and complete the Contract in accordance with the terms and conditions thereof.

## **5.22 COMPLYING WITH STATUTORY REQUIREMENTS**

- 5.22.1 The Contractor shall comply with the requirements of all Acts of the Parliament of the Commonwealth and with the requirements of the provisions of all Acts of the Parliament of the State of Western Australia and with the requirements of all ordinances, rules, regulations, by-laws, orders, codes of practice and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the Services or the performance of the Contract.
- 5.22.2 Without limiting in any way the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the *Occupational Health, Safety and Welfare Act 1984* and all improvement notices, prohibition notices and codes of practice (if any) issued there under and having application to this Contract.
- 5.22.3 If, in the opinion of the Contractor, the provisions of any document forming part of the Contract are at variance with any such requirements, the Contractor shall give written notice to the Town of Cottesloe specifying the departure from such provisions that he considers necessary to comply with such requirements.

## **5.23 PROPERTY DAMAGE AND PUBLIC RISK**

- 5.23.1 Subject to the next succeeding paragraph of this clause, the Contractor shall indemnify and keep indemnified the Town of Cottesloe against all loss of or damage to the property of the Town of Cottesloe and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Town of Cottesloe, or the employees, professional consultants or agents of the Town of Cottesloe or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the supply or provision of the Services by the Contractor or its employees, agents or sub-contractors and also from any costs and expense that may be incurred in connection with any such claim, demand, action, suit or proceeding.
- 5.23.2 The Contractor shall not, under the last preceding paragraph of this clause, be rendered liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Town of Cottesloe of any provision of the Contract or any negligent act or omission of the Town of Cottesloe or the employees, professional consultants or agents of the Town of Cottesloe or for or in respect of any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

## **5.24 ACCIDENT OR INJURY TO EMPLOYEES**

- 5.24.1 The Contractor shall indemnify and keep indemnified the Town of Cottesloe against liability for all loss or damage resulting from personal injury to or the death of (other than such injury or death resulting from any breach by the Town of Cottesloe of any of the provisions of the Contract, or any negligent act or omission of the Town of Cottesloe or the employees, professional consultants or agents of the Town of Cottesloe) the Contractor or of any sub-contractor, Town of Cottesloe Employee or member of the public, occurring during the currency of the Contract and arising out of or in connection with the supply or provision of the Services under the Contract or the performance of the Contract, and against all claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto, whether at Common Law or under any statute.

## **5.25 INSURANCE**

- 5.25.1 Without limiting its obligations and responsibilities the Contractor, in the joint names of itself and the Town of Cottesloe for their respective rights interests and liabilities, shall effect and keep in effect during the currency of the Contract insurance policies covering all matters referred to in 4.1.2.
- 5.25.2 The insurance policies shall contain a cross-liability clause and otherwise be in terms, and effected with an insurance company, approved by the Town of Cottesloe which approval shall not be unreasonably withheld.
- 5.25.3 The Contractor shall lodge certificates of proof of the required insurance policies, with the Town of Cottesloe, before the commencement of the Services provision, and at such other times as the Town of Cottesloe may require.

## **5.26 WARRANTIES**

The Contractor shall obtain warranties as specified in the Contract and shall ensure that the Town of Cottesloe will have the benefit of the warranties. The Contractor shall ensure that the Town of Cottesloe will have the benefit of any warranties specified in the Contract that are obtained by the sub-contractors of the Contractor.

## **5.27 INDUSTRIAL AWARDS**

- 5.27.1 With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the Services and the work to be done under the Contract.
- 5.27.2 Failure by the Contractor to comply with sub clause 4.27.1 hereof shall entitle the Town of Cottesloe, by notice in writing to the Contractor, to forthwith terminate the Contract, but without prejudice to any other rights or remedies of the Town of Cottesloe.

## 6 TENDERER'S OFFER

### 6.1 OFFER FORM

*The Chief Executive Officer  
Town of Cottesloe  
109 Broome Street, Cottesloe WA 6011  
Telephone 9285 5000  
Facsimile 9285 5001*

**I/We:** (BLOCK LETTERS) \_\_\_\_\_

**Address:** \_\_\_\_\_

**ABN/GST Status:** \_\_\_\_\_

**ACN:** (if any) \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Facsimile No:** \_\_\_\_\_

**E-mail:** (if any) \_\_\_\_\_

**In response to SUB/2141 Customer Relationship Management System**

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 sixty (60) 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:** \_\_\_\_\_



## 6.2 GENERAL AND CORPORATE INFORMATION

### 6.2.1 Organisation profile and referees

Attach your organisation profile and label it "Attachment 1".	<b>Attachment 1</b> <input type="checkbox"/> Tick✓if attached
If companies are involved, attach their current ASC company extracts search including latest annual return and label it "Attachment 2".	<b>Attachment 2</b> <input type="checkbox"/> Tick✓if attached
Attach details of your referees, and label it "Attachment 3". You should give examples of work provided for your referees where possible.	<b>Attachment 3</b> <input type="checkbox"/> Tick✓if attached

### 6.2.2 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 and label it "Attachment 4".	<b>Attachment 4</b> <input type="checkbox"/> Tick✓if attached

### 6.2.3 Trusts

Are you acting as a trustee of a trust?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, in an attachment labelled "Attachment 5": (a) give the name of the trust and include a copy of the trust deed (and any related documents); and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	<b>Attachment 5</b> <input type="checkbox"/> Tick✓if attached

### 6.2.4 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 and label it "Attachment 6".	<b>Attachment 6</b> <input type="checkbox"/> Tick✓if attached

### 6.2.5 Conflicts of interest

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or is any such conflict of interest likely to arise during the Contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it "Attachment 7".	<b>Attachment 7</b> <input type="checkbox"/> Tick✓if attached

### 6.2.6 Financial position

Are you presently able to pay all your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>

6.2.7 Insurance coverage

Tenderers are to supply evidence of their insurance coverage in a format as outlined below in “Attachment 8”. A copy of the Certificate of Currency is to be provided to the Principal within 30 days of acceptance.	<b>Attachment 8</b> <input type="checkbox"/> Tick ✓ if attached
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Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Third Party Property damage				
Workers’ Compensation				

### 6.3 RESPONSE TO SELECTION CRITERIA

**Compliance Criteria**

6.3.1

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"/>

**Qualitative Criteria**

6.3.2

- 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.

**Relevant Experience**

6.3.3

<p>Describe your experience in completing/supplying similar Requirements. Tenderers shall as a minimum address the following information and label it “Attachment 9”:</p> <ul style="list-style-type: none"> <li>(a) provide details of similar work;</li> <li>(b) provide scope of the Tenderer’s involvement including details of outcomes;</li> <li>(c) provide details of issues that arose during the project and how these were managed;</li> <li>(d) demonstrate competency and proven track record of achieving outcomes; and</li> <li>(e) demonstrate sound judgement and discretion.</li> </ul>	<p><b>Attachment 9</b></p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>
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**6.4 PRICE INFORMATION**

6.4.1 The Tenderer shall submit a detailed schedule of prices that includes itemised costs (GST inclusive) for:

- (a) software
- (b) licensing
- (c) implementation
- (d) support
- (e) training

which should be linked to the achievement of key milestones.