Simple Request for Quotation

Instructions: the Respondent must complete all relevant sections. Failure to sign statement below by authorised representative will render bid invalid. Respondents are cautioned to carefully read any and all instructions and the terms and conditions on any of the attached sheets.

Failure to adhere to these instructions and terms and conditions may result in rejection of the bid.

RFQ Title Printing of QPRC News

RFQ Number 2021-52

Issue Date 15 December 2021

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| RFQ Closing Time and **Lodgement** **Details** | |
| RFQ Closing Date: | 12 January 2022 |
| **RFQ Closing Time:** | 4.30pm |
| **RFQ Lodgement Instructions:** | [procurement@qprc.nsw.gov.au](mailto:procurement@qprc.nsw.gov.au) |

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| Council Contact & Enquiries | |
| **Name:** | Nathaniel de Hoog |
| **Email:** | [nathaniel.dehoog@qprc.nsw.gov.au](mailto:nathaniel.dehoog@qprc.nsw.gov.au) |

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| RFQ Instructions – All Quotations are subject to the following requirements where indicated | |
| [ ■ ] | The Council‘s Purchase Order Terms and Conditions shall apply to this purchase (attached) |
| Requirements of the RFQ | |
| Effectively communicating with the community is one of the priorities of Queanbeyan-Palerang Regional Council. Council communicates with the community via several methods, including a community newsletter called QPRC News.  QPRC is seeking quotes for the printing of QPRC News and preparing it for distribution through Australia Post’s unaddressed mailing system. QPRC will be looking to enter into a three-year contract, with review points every 12 months with the successful supplier. Review points are included as the budget for QPRC News is reviewed every 12 months and is subject to change by Council decision.  **About QPRC News**  QPRC News is currently an A4 four-page newsletter (A3 double-sided and folded to DL) which is distributed to approximately 30,600 homes across the Queanbeyan-Palerang Regional Council Local Government Area (LGA). The LGA includes the major population centre of Queanbeyan, with rural centres at Braidwood and Bungendore. The LGA also includes smaller villages and localities such as Captains Flat, Bywong, Wamboin, Majors Creek, Nerriga and many more.  Due to population growth, primarily in Googong, the number of newsletters distributed will rise over the coming years with a further 5000 homes to be added to that development.  The number of newsletters required to service our LGA is based on Australia Post’s LGA data. At the back end of 2021, the number of newsletters required was 30,600. As the LGA grows, the number of newsletters required will also grow.  The newsletter is published and delivered eight times per year between February and November.  Council staff will provide a print ready double-sided A3 PDF of QPRC News for printing.  Council is also considering an option for doubling the size of the newsletter to 8 pages, saddle stapled.  Please provide pricing for the following per print run:  **Printing**  **Option 1**  30,600 copies of four-page A4 full colour newsletter on:  1a. 120gsm 100% recycled paper and folded to DL  1b. 120gsm FSC certified paper and folded to DL  **Option 2**  30,600 copies of eight-page A4 full colour newsletter on:  1a. 120gsm 100% recycled paper, saddle stapled and folded to DL  1b. 120gsm FSC certified paper, saddle stapled and folded to DL  **Increased print run**  As stated above, the population of QPRC will be continuously increasing over the next 20 years. Please provide an indication of the cost for an additional 500 and 1,000 newsletters per print run.  **Mail preparation costs**  Our current system of delivery is via unaddressed mail through Australia Post. This requires the lodging of newsletters bundled, labelled and sorted into trays with Australia Post one week in advance of the delivery week.  Please include in your pricing the collation and lodging of the printed newsletter via Australia Post’s unaddressed mailing service and delivery to the relevant Australia Post warehouse (most likely Fyshwick). The price of the mailout postage does not need to be included in the quote as this will be booked and paid for directly by Queanbeyan-Palerang Regional Council.  However, if you can provide an alternative delivery service, or have suggestions about improving this process with Australia Post, Council is open to alternatives. If changes to Council’s preferred mail delivery option are made, this part of the quotation will be adjusted with the successful contractor.  **Excess copies**  Any excess newsletters are to be delivered to Queanbeyan-Palerang Regional Council, 256 Crawford St Queanbeyan. Please include pricing, if necessary, for the delivery of these newsletters. Excess newsletters should be delivered following the lodgement with Australia Post.  **Overall timeframe**  Please indicate your anticipated timeframe, including length of time required for printing and length of time required for collation and lodging with Australia Post. Council would like to shorten the overall time period for preparation and printing of the QPRC News, if at all possible.  **Contribution to the local economy**  Council’s Procurement Policy states:  *Council is committed to supporting the local economy and enhancing the capabilities of local business and industry. Council will give due consideration to the actual and potential benefits to the local economy when sourcing goods and services, whilst maintaining a value for money approach at all times.*  Please state in your response how you could meet this statement in provided the service to QPRC  Submitted quotations will be assessed against the following:   * Price * Timeframe * Past experience * Contribution to the local economy | |

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| Detail to Include in Quotation | |
| Item | Detail |
| 1 | Price (specify lump sum or per unit & whether GST is included) |
| 2 | The successful supplier will be required to effect and maintain insurance policies in the following sums:   * insurance cover for the statutory and common law liability for death or injury to persons employed by the contractor; and * (if applicable) Professional Indemnity Insurance in the sum of at least $5,000,000.00 AUD in respect of any one occurrence. The policy must include provision for one automatic reinstatement of the sum insured. * Product Liability Insurance in the sum of at least $10,000,000.00 AUD in respect of any one occurrence. |

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| Bidder Information | |
| Company Name | <Enter Text> |
| ABN | <Enter Text> |
| Business Address | <Enter Text> |
| City / Town | <Enter Text> |
| State | <Enter Text> |
| Post Code | <Enter Text> |
| Office Phone | <Enter Text> |
| Email Address | <Enter Text> |
| Website | <Enter Text> |
| Respondents Contacts Detail | <Enter Text> |
| Name | <Enter Text> |
| Mobile Phone | <Enter Text> |
| Office Phone | <Enter Text> |
| Email Address | <Enter Text> |

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| Bid Statement | |
| "I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this bid, and certify that I am authorised to sign this bid for the bidder.” | |
| Respondents Authorised Representative Name |  |
| Date |  |
| Quotation Total (inc. GST) |  |
| Respondents Authorised Representative Signature |  |

**Queanbeyan-Palerang Regional Council Purchase Order - Standard Terms and Conditions**

***1. General***

These conditions apply to any Purchase Order for goods and/or services ("Goods/Services") placed by Queanbeyan-Palerang Regional Council and must be read in conjunction with any contract specified in an individual Purchase Order. If there is any inconsistency between these conditions and of the contract, the contract terms and conditions will prevail.

***2. Quality and Delivery***

The Supplier must, as specified in the Purchase Order:

1. Provide Goods/Services safely and appropriately to protect it from damage; and
2. deliver the Goods/Services:
3. by the date;
4. to the place; and
5. in the quantity

***3. Ownership and Risk***

1. Title in the Goods/Services will pass to Queanbeyan-Palerang Regional Council on delivery.
2. The Supplier assumes all risk in the Goods/Services until it is accepted by Queanbeyan-Palerang Regional Council.

***4. Warranties***

1. In addition to any warranties implied by law, the Supplier warrants that:
2. the Goods/Services are free from defects in material and workmanship and are of merchantable quantity;
3. it has a right to provide the [Goods/Services](http://www.austlii.edu.au/au/legis/nsw/consol_act/soga1923128/s5.html#goods);
4. the Goods/Services are free from any charge or encumbrance in favour of any third party not declared or known to Queanbeyan-Palerang Regional Council before or at the time the Purchase Order is made;
5. the Goods are of the description and quality specified in the Purchase Order;
6. the Goods are fit for purpose;
7. the Goods/Services comply with all applicable Australian standards and legislation; and
8. the Goods do not infringe any patent, registered design, trademark or name, copyright or any other protected right
9. The Supplier will ensure that any warranty offered by a manufacturer of the Goods/Services is enforceable by Queanbeyan-Palerang Regional Council.
10. For the avoidance of doubt Queanbeyan-Palerang Regional Council may treat any breach of the warranties in this clause 4 by the Supplier as a repudiation of the Purchase Order giving rise to the remedies specified in clause 5.
11. By agreeing to provide goods and/or services in accordance with this Purchase Order the Supplier warrants that or complies with the *Fair Trading Act 1987 (NSW)* and the *Competition and Consumer Act 2010 (Cth).*

***5. Acceptance and Rejection***

1. Queanbeyan-Palerang Regional Council may, at any time before acceptance, reject the Goods/Services if Queanbeyan-Palerang Regional Council believes the Goods/Services is defective, do not comply with the warranties specified in clause 4 above or do not meet the Purchase Order. Queanbeyan-Palerang Regional Council prior to rejection may unpack, inspect and test the Goods/Services for this purpose.
2. Queanbeyan-Palerang Regional Council may, at any time after acceptance, reject the Goods/Services if Queanbeyan-Palerang Regional Council believes the Goods/Services is defective, do not comply with the warranties specified in clause 4 above or does not meet the Purchase Order, provided that the defect could not have been discovered prior to acceptance.
3. If Queanbeyan-Palerang Regional Council rejects the Goods/Services (or any part of the Goods/Services) the Supplier must comply with a requirement of Queanbeyan-Palerang Regional Council to:
4. collect the defective Goods/Services and replace it at the Supplier's expense; or
5. refund Queanbeyan-Palerang Regional Council any amount paid for the defective Goods/Services.
6. The parties expressly agree that the rights of Queanbeyan-Palerang Regional Council pursuant to paragraph (c) above apply notwithstanding that the matters in clause 4 are described as warranties.

***6. Cancellation***

1. If the Supplier is unable to supply the Goods/Services as specified, it must promptly notify Queanbeyan-Palerang Regional Council, and if the Goods/Services are completely unavailable, the Supplier may offer another Good/Service as a substitution. Queanbeyan-Palerang Regional Council may accept or reject the substitute Goods/Services in its absolute discretion.
2. The substitution of the Goods/Services must be approved by both parties in writing.
3. Queanbeyan-Palerang Regional Council may (at any time before delivery), cancel or change the Purchase Order. If this occurs, and:
4. the change causes an increase or decrease in the cost of the Goods/Services, or time required to deliver the Goods/Services, an equitable adjustment will be made appropriate to the circumstances;
5. The Supplier has already incurred any reasonable expense in satisfying the Purchase Order, Queanbeyan-Palerang Regional Council will pay those expenses.

***7. Price, Payment Terms, GST***

1. The Supplier must have an Australian Business Number (ABN). Queanbeyan-Palerang Regional Council requests the Supplier to issue a tax invoice for the Goods/Services within twenty-eight days from the date of the Purchase Order. The Supplier's tax invoice(s) are to show all the details required by *A New Tax System* *(Goods and Services Tax) Act 1999.*
2. If the Supplier is not registered for GST and is not required to be registered for GST, Queanbeyan-Palerang Regional Council requests the Supplier to issue an invoice for the Goods/Services within twenty-eight days from the date of this order.
3. A (tax) invoice must identify the Purchase Order Number. Each (tax) invoice must also include ABN and the name of the Supplier that is recorded in the Australian Business Register for that ABN. Otherwise, PAYG Withholding (No ABN) law requires Queanbeyan-Palerang Regional Council to withhold an amount from the payment and send it to the Australian Taxation Office.
4. Queanbeyan-Palerang Regional Council will pay the Supplier within the agreed terms of payment with the Supplier.

***8. Indemnity***

The Supplier indemnifies Queanbeyan-Palerang Regional Council against any and all claims by a third party and any loss, personal injury, death or damage arising out of or in connection with an act or omission of the Supplier in supplying the Goods/Services or any and all obligations or warranties under these conditions.

***9. General***

1. The Supplier must not assign the benefit of the Purchase Order without Queanbeyan-Palerang Regional Council prior written approval.
2. No variation of the Purchase Order will be binding on Queanbeyan-Palerang Regional Council unless in writing and signed by a duly authorised representative of Queanbeyan-Palerang Regional Council.
3. Queanbeyan Palerang Regional Council’s failure or delay to enforce a condition, or to exercise a right or remedy for breach, is not a waiver of any other breach.
4. These conditions will be governed by the law of New South Wales and the parties submit to the jurisdiction in that State.

***10. Insurance***

The Supplier must maintain the following policies of insurances (and provide copies on request):

1. Public Liability: Amount per occurrence shall not be less $10,000,000 (AUD)
2. Product Liability (where applicable): Amount per occurrence shall not be less $10,000,000 (AUD)
3. Professional Indemnity (where applicable): Amount per occurrence shall not be less than $5,000,000 (AUD). The policy must include the provision for one automatic reinstatement of the sum insured.
4. Motor vehicle insurance for any vehicles used to provide the goods/services.
5. Workers Compensation;

***11. WH&S and Work Cover regulations***

All suppliers and contractors must comply with current WHS legislation.