



# Invitation to Qualify

## Electrical Worker Competence Programme

Project reference number 613

Ministry of Business, Innovation and Employment  
15 Stout Street  
Wellington

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# This opportunity in a nutshell

The Occupational Licensing Team (OLT) is part of the Consumer Protection and Standards Branch within the Ministry of Business, Innovation and Employment (MBIE) and carries out the function of registration and licensing of electrical workers for the Electrical Workers Registration Board (EWRB). It is a function of the Board to ensure electrical workers are relicensed on a biennial basis.

MBIE is seeking Suppliers who can deliver the competence programmes. The competence programmes are developed by Wavelength, a specialist training supplier. When the programmes have been developed, EWRB are responsible for establishing a list of competence providers to administer the programmes. These competence providers are typically training organisations or persons registered in the appropriate class of registration. They would generally require electrical registration and a current practicing licence in order to be able to deliver the competence programmes effectively to the users. Users are electrical workers who are required by law to undertake competency training every two years to maintain their practising licence.

## What we need

The aim of this Invitation to Qualify (ITQ) is to engage the services of competence programme providers in order to provide the newly designed competence programme training on behalf of the EWRB.

## What's important to us

MBIE is looking for credible providers who have the capability, experience and infrastructure to deliver the competency programmes.

## Why should you bid?

This is a unique opportunity to be part of a major EWRB initiative to promote, monitor, and review the ongoing competency and safe work practices of registered persons and licence holders.

# SECTION 1: Key information

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## 1.1 Context

- a. This is an invitation to suitably qualified suppliers to submit a registration for the delivery of the competency programme contract opportunity.
- b. This ITQ is a one-step process towards becoming a supplier on the Pre- Qualified Supplier List for Competence Testing.
- c. Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means *'a person, organisation, business or other entity that submits a Registration in response to the ITQ. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.'* Definitions are at the end of [Section 4](#).



## 1.2 Our timeline

- a. Here is our timeline for this ITQ.  
This is a standing invitation and as such s no close date.  
**Step in ITQ process:**  
**Date:**
- b. Start date: Ongoing
- c. All dates and times are dates and times in New Zealand.



## 1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.
- b. **Our Point of Contact**  
**Name:** Occupational Licensing Team  
**Email address:** [registrations@ewrb.govt.nz](mailto:registrations@ewrb.govt.nz)



## 1.4 Developing and submitting your Registration

- a. This is an open, competitive tender process. The ITQ sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the ITQ. In particular:
  - i. develop a strong understanding of our Requirements detailed in [Section 2](#).
  - ii. in structuring your Registration consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach.
- c. For helpful hints on tendering and access to a supplier resource centre go to: [www.procurement.govt.nz / for suppliers](http://www.procurement.govt.nz/for-suppliers).
- d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our [Point of Contact](#).
- e. In submitting your Registration you must use the Response Form provided. This is a Microsoft Word document that you can download.
- f. You must also complete and sign the declaration at the end of the Response Form.
- g. Check you have provided all information requested, and in the format and order asked for.



### **1.5 Address for submitting your Registration**

- a. Registrations must be submitted by email to contact person named above at point 1.3.
- b. Registrations sent by post or fax, or hard copy delivered to our office, will not be accepted.



### **1.6 Our ITQ Process, Terms and Conditions**

- a. The ITQ is subject to the government's standard ITQ Process, Terms and Conditions (shortened to ITQ-Terms) described in Section 4.
- b. We have not made any variation to the ITQ-Terms.



### **1.7 Later changes to the ITQ or ITQ process**

- a. If we need to change anything about the ITQ, or ITQ process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on the EWRB website.
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# SECTION 2: Our Requirements

## 2.1 Background

This invitation relates to the delivery of the competency programme. Previously these have been provided by a number of different suppliers. The aim of this procurement is to engage the services of competence programme providers in order to provide the newly designed competence programme training on behalf of the EWRB as follows:

<p><b>eLearning 2 x pre-workshop eLearning modules</b></p>	<p>These are to be completed by all learners before attending the workshop to ensure they are confident with the purpose and context of their learning before they start.</p> <ul style="list-style-type: none"> <li>• <i>About this programme</i> gives the learners an overview of the programme, its purpose, requirements, and how they can make the most of the learning</li> <li>• <i>Electrical Safety and You</i> refreshes the learners on the fundamentals of electrical work in New Zealand. This requires an understanding of AS/NZS 3000, AS/NZ 3760 and Electricity (Safety) Regulations 2010 depending on their role.</li> </ul>
<p><b>Half day course Facilitator Guide</b></p>	<p>A generic course on the fundamentals of electrical work for all course providers to use that supplies facilitator notes for:</p> <ul style="list-style-type: none"> <li>• News and updates</li> <li>• Practical testing</li> </ul>
<p><b>An Assessment Questionnaire booklet for each role</b></p>	<p>The roles are:</p> <ul style="list-style-type: none"> <li>• Electrical inspector</li> <li>• Electrician, electrical engineer, and electrical installer</li> <li>• Electrical service technician, electrical appliance serviceperson (endorsed), and associated tradesperson</li> <li>• Electrical appliance serviceperson</li> <li>• Line mechanic and cable jointer</li> </ul>

## 2.2 What we are wanting and why

This ITQ relates to the provision of the delivery of a competence programme. The key outcomes that we want to achieve are that electrical workers receive the appropriate level of competence training to renew their practising licence.

MBIE is looking for credible providers who have the capability, experience and infrastructure to deliver the competency training programmes.

## 2.3 Contract term

The ITQ is a standing invitation for interested parties to express their interest in delivering the Competency Programme. The contract will commence once the application is approved.

## 2.4 Key outcomes

### Performance Standards and Measures

#### 1. Conducting Competence Programmes

The competency programme provider must:

- (a) Conduct competence programmes in accordance with the Gazette Notice and any guidelines relevant to the course that are issued from time to time by the Board.
- (b) Ensure the person conducting and presenting the competence programme:
  - i. holds electrical registration issued under the Electricity Act **appropriate to the assessment being provided**;
  - ii. holds a current practising licence; and
  - iii. has the necessary skills and knowledge to present the course effectively.

#### 2. Reporting of completion of Competence Programme

- (a) Within 5 working days of completion of the Competence Programme the Provider must enter the information into the Board's On-line system against each attendees file, using either their registration number or EW number (if un-registered).
- (b) If the Provider is unable to identify the attendee or the attendee failed completion of any aspect of the Competence Programme then this advice must be submitted to the Board by email.

## 2.5 Other information

The Board's role is to identify the competence programme providers but the electrical workers pay the provider(s) directly. There are approximately 26,000 electrical workers who are spread all over New Zealand that are required to undertake the competence programme over a two year cycle. In the past the cost of these courses to electrical workers has ranged from \$100 to \$200 per person.

# SECTION 3: Our Evaluation Approach

## 3.1 Evaluation model

The evaluation model that will be used to shortlist Respondents is simple score (all criteria are of equal importance).

## 3.2 Evaluation criteria

Registrations will be evaluated on their merits according to the following evaluation criteria and weightings.

## 3.3 Pre-conditions

Each Proposal must meet all of the following pre-conditions. Proposals which fail to meet one or more will be eliminated from further consideration.

Respondents who are unable to meet all pre-conditions should conclude that they will not benefit from submitting a Proposal.

#	Pre-condition
1.	<p>The competency programme provider must ensure the person conducting the competence programme:</p> <ol style="list-style-type: none"> <li>1. Holds electrical registration issued under the Electricity Act appropriate to the assessment being provided; and</li> <li>2. Holds a current practicing licence.</li> </ol>

## Selection Criteria

Criteria Description	Overall % (Weighting Examples)
Proposed approach and methodology to delivering the services including measuring effectiveness of the services.	
Outline of experience in delivering services in the operating structure described in this ITQ document.	40%
Availability and skills of proposed resources.	40%
Implementation plan outlining steps, process, personnel and key milestones to achieve service readiness.	20%
Totals	100%



### 3.4 Scoring

The following scoring scale will be used in evaluating Registrations. Scores by individual panel members may be modified through a moderation process across the whole evaluation panel.

Rating	Definition	Score
<b>EXCELLENT</b> significantly exceeds the criterion	Exceeds the criterion. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. The Registration identifies factors that will offer potential added value, with supporting evidence.	<b>9-10</b>
<b>GOOD</b> exceeds the criterion in some aspects	Satisfies the criterion with minor additional benefits. Above average demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. The Registration identifies factors that will offer potential added value, with supporting evidence.	<b>7-8</b>
<b>ACCEPTABLE</b> meets the criterion in full, but at a minimal level	Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence.	<b>5-6</b>
<b>MINOR RESERVATIONS</b> marginally deficient	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	<b>3-4</b>
<b>SERIOUS RESERVATIONS</b> significant issues that need to be addressed	Satisfies the criterion with major reservations. Considerable reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	<b>1-2</b>
<b>UNACCEPTABLE</b> significant issues not capable of being resolved	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	<b>0</b>

# SECTION 4: ITQ Process, Terms and Conditions

## Note to suppliers and Respondents

In managing this procurement the Ministry will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.

This section contains MBIE's standard ITQ Process, Terms and Conditions (shortened to ITQ-Terms) which apply to this procurement. Any variation to the ITQ-Terms will be recorded in Section 1, paragraph 1.6. Check to see if any changes have been made for this ITQ.

Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organisation, business or other entity that submits a Registration in response to the ITQ. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.' [Definitions](#) are at the end of this section.

If you have any questions about the ITQ-Terms please get in touch with our [Point of Contact](#).

## Standard ITQ process



### Preparing and submitting a Response

#### 1. Preparing a Response

- a. Respondents are to use the Response Form provided and include all information requested by the Ministry in relation to the ITQ.
- b. By submitting a Response the Respondent accepts that it is bound by the ITQ Process, Terms and Conditions (ITQ-Terms) contained in Section 4 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
  - i. examine the ITQ and any documents referenced in the ITQ and any other information provided by the Ministry
  - ii. if appropriate, obtain independent advice before submitting a Response
  - iii. satisfy itself as to the correctness and sufficiency of its Response.
- d. There is no expectation or obligation for Respondents to submit Response in response to the ITQ solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Response.

#### 2. Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the ITQ. If there is any perceived ambiguity or uncertainty in the ITQ document/s Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Ministry's Point of Contact. The Ministry will respond to requests in a timely manner, but not later than the deadline for the Ministry to answer Respondent questions in Section 1, paragraph 1.2.a, if applicable.
- c. If the Ministry considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Ministry may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.
- d. In submitting a request for clarification a Respondent is to indicate, in its request, any



information that is commercially sensitive. The Ministry will not publish such commercially sensitive information. However, the Ministry may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Ministry considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.

### 3. Submitting a Response



- a. Each Respondent is responsible for ensuring that its Response is received by the Ministry at the correct address on or before the Deadline for the Response. The Ministry will acknowledge receipt of each Response.
- b. The Ministry intends to rely on the Respondent's Response and all information provided by the Respondent (e.g. in correspondence). In submitting a Response and communicating with the Ministry each Respondent should check that all information it provides to the Ministry is:
  - i. true, accurate and complete and not misleading in any material respect
  - ii. does not contain intellectual property that will breach a third party's rights.
- c. Where the Ministry requires the Response to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.

## Assessing Registrations

### 4. Evaluation panel



- a. The Ministry will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Ministry may invite independent advisors to evaluate any Response, or any aspect of any Response.

### 5. Third party information

- a. Each Respondent authorises the Ministry to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Response.
- b. Each Respondent is to ensure that all referees listed in support of its Registration agree to provide a reference.
- c. To facilitate discussions between the Ministry and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

### 6. Ministry's clarification



- a. The Ministry may, at any time, request from any Respondent clarification of its Response as well as additional information about any aspect of its Response. The Ministry is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Ministry may take such clarification or additional information into account in evaluating the Response.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Ministry may cease evaluating the Response and may eliminate the Response from the process.

### 7. Evaluation and shortlisting



- a. The Ministry will base its initial evaluation on the Response submitted in response to the ITQ. This evaluation will be in accordance with the Evaluation Approach set out in the ITQ. The Ministry may adjust its evaluation of a Response following consideration of any clarification or additional information as described in paragraphs 5 and 6.
- b. In deciding which Respondent/s to shortlist the Ministry will take into account the results of the evaluations of each Proposal and the following additional information:
  - i. the results from reference checks, site visits, product testing and any other due diligence

- ii. any matter that materially impacts on the Ministry's trust and confidence in the Respondent
- iii. any other relevant information that the Ministry may have in its possession.
- c. The Ministry will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Ministry of the Respondent's Response, or imply or create any obligation on the Ministry to accept the respondent onto the Pre-Qualified Supplier List. At this stage in the ITQ process the Ministry will not make public the names of the shortlisted Respondents.

## 8. Respondent's debrief

- a. At any time after shortlisting Respondents, the Ministry will offer Respondents who have not been shortlisted a debrief. Each Respondent will have 30 Business Days from the date of offer to request a debrief. When a Respondent requests a debrief, the Ministry will provide the debrief within 30 Business Days of the date of the request, or the date the Contract is signed, whichever is later.
- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
  - i. provide the reasons why the Response was or was not successful
  - ii. explain how the Response performed against the pre-conditions (if applicable) and the evaluation criteria
  - iii. indicate the Response's relative strengths and weaknesses
  - iv. explain, in general terms, the relative advantage/s of the shortlisted Responses/s
  - v. seek to address any concerns or questions from the Respondent
  - vi. seek feedback from the Respondent on the ITQ process.



## 9. Notification of outcome

- a. At any point after conclusion of process, but no later than 30 Business Days after the date the Supplier List is finalised, the Ministry will inform all unsuccessful Respondents of the name of the Successful Respondent(s), if any. The Ministry will make public the name of the Successful Respondent(s). Where applicable, the Ministry will publish an Award Notice on GETS.

## 10. Issues and complaints

- a. A Respondent may, in good faith, raise with the Ministry any issue or complaint about the ITQ, or the ITQ process at any time.
- b. The Ministry will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. The Ministry and Respondent each agree to act in good faith and use its best endeavours to resolve any issue or complaint that may arise in relation to the ITQ.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Ministry to unfairly prejudice the Respondent's ongoing participation in the ITQ process or future contract opportunities.



# Standard ITQ conditions

## 11. Ministry's Point of Contact

- a. All enquiries regarding the ITQ must be directed by email to the Ministry's Point of Contact. Respondents must not directly or indirectly approach any representative of the Ministry, or any other person, to solicit information concerning any aspect of the ITQ.
- b. Only the Point of Contact, and any authorised person of the Ministry, are authorised to communicate with Respondents regarding any aspect of the ITQ. The Ministry will not be bound by any statement made by any other person.
- c. The Ministry may change the Point of Contact at any time. The Ministry will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
- d. Where a Respondent has an existing contract with the Ministry then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Ministry, solicit information or discuss aspects of the ITQ.





## 12. Conflict of Interest

- a. Each Respondent must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Ministry should a Conflict of Interest arise during the ITQ process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the ITQ process.

## 13. Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Ministry in relation to the ITQ.
- b. A Respondent who attempts to do anything prohibited by paragraphs 11.a and d. and 12.a. may be disqualified from participating further in the ITQ.
- c. The Ministry reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the ITQ process to ensure probity of the ITQ process.

## 14. Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Responses or other submissions or in any discussions with the Ministry. Such behaviour will result in the Respondent from being disqualified from participating further in the ITQ process. The Respondent warrants that its Response has not been prepared in collusion with a Competitor.
- b. The Ministry reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Response.

## 15. Confidential Information

- a. The Ministry and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 15.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. The Ministry and Respondent may each disclose Confidential Information to any person who is directly involved in the ITQ process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the ITQ.
- c. Respondents acknowledge that the Ministry's obligations under paragraph 15.a are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary or constitutional convention and any other obligations imposed by the law. The Ministry will not be in breach of its obligations if Confidential Information is disclosed by the Ministry to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Ministry receives an OIA request that relates to a Respondent's Confidential Information the Ministry will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

## 16. Confidentiality of ITQ information

- a. For the duration of the ITQ, to the date of the announcement of the Successful Respondent, or the end of the selection process, the Respondent agrees to keep the ITQ strictly confidential and not make any public statement to any third party in relation to any aspect of the ITQ, the ITQ process or the award of any Contract without the Ministry's prior written consent.
- b. A Respondent may disclose information relating to the ITQ to any person described in paragraph 15.b. but only for the purpose of participating in the ITQ. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the ITQ.

## 17. Costs of participating in the ITQ process

- a. Each Respondent will meet its own costs associated with the preparation and presentation of its Response.



## 18. Ownership of documents

- a. The ITQ and its contents remain the property of the Ministry. All Intellectual Property rights in the ITQ remain the property of the Ministry or its licensors. The Ministry may request the immediate return or destruction of any or all ITQ documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Response will, when delivered to the Ministry, become the property of the Ministry. Responses will not be returned to Respondents at the end of the ITQ process.
- c. Ownership of Intellectual Property rights in the Response remain the property of the Respondent or its licensors. However, the Respondent grants to the Ministry a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Registration for any purpose related to the ITQ process.

## 19. No binding legal relations

- a. Neither the ITQ, nor the ITQ process, creates a process contract or any legal relationship between the Ministry and any Respondent, except in respect of:
  - i. the Respondent's declaration in its Response
  - ii. the Respondent's statements, representations and/or warranties in its Response and in its correspondence with the Ministry
  - iii. the Evaluation Approach to be used by the Ministry to assess Responses as set out in Section 3, and in the ITQ-Terms (as varied by Section 1, paragraph 1.6, if applicable)
  - iv. the standard ITQ conditions set out in paragraphs 11 to 24
  - v. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 15.a. is subject only to the Ministry's reserved rights in paragraph 21.
- c. Except for the legal obligations set out in paragraph 15.a. no legal relationship is formed between the Ministry and any Respondent unless and until a Contract is entered into between those parties.

## 20. Elimination

- a. The Ministry may exclude a Respondent from participating in the ITQ process if the Ministry has evidence of any of the following, and is considered by the Ministry to be material to the ITQ:
  - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the ITQ process
  - ii. the Response contains a material error, omission or inaccuracy
  - iii. the Respondent is in bankruptcy, receivership or liquidation
  - iv. the Respondent has made a false declaration
  - v. there is a serious performance issue in a historic or current contract delivered by the Respondent
  - vi. the Respondent has been convicted of a serious crime or offence
  - vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
  - viii. the Respondent has failed to pay taxes, duties or other levies
  - ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
  - x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

## 21. Ministry's additional rights

- a. Despite any other provision in the ITQ the Ministry may, on giving due notice to Respondents:
  - i. amend, suspend, cancel and/or re-issue the ITQ, or any part of the ITQ
  - ii. make any material change to the ITQ (including any change to the timeline,





Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.

- b. Despite any other provision in the ITQ the Ministry may:
  - i. accept a late Response if it is the Ministry's fault that it is received late
  - ii. in exceptional circumstances, accept a late Response where it considers that there is no material prejudice to other Respondents. The Ministry will not accept a late Response if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Response
  - iii. in exceptional circumstances, answer questions submitted after the Clarification Period ends
  - iv. accept or reject any Response, or part of a Response
  - v. accept or reject any non-compliant, non-conforming or alternative Response
  - vi. decide not to enter into a Contract with any Respondent
  - vii. liaise with any Respondent without disclosing this to, or doing the same with, any other Respondent
  - viii. provide or withhold from any Respondent information in relation to any question arising in relation to the ITQ. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
  - ix. waive irregularities or requirements in the ITQ process where it considers it appropriate and reasonable to do so.
- c. The Ministry may request that a Respondent agrees to the Ministry:
  - i. selecting any individual element/s of the Requirements that is offered in a Response and capable of being delivered separately, unless the Response specifically states that the Response, or elements of the Response, are to be taken collectively
  - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

## 22. New Zealand law

- a. The laws of New Zealand shall govern the ITQ process and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the ITQ or the ITQ process.

## 23. Disclaimer

- a. The Ministry will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the ITQ process.
- b. Nothing contained or implied in the ITQ, or ITQ process, or any other communication by the Ministry to any Respondent shall be construed as legal, financial or other advice. The Ministry has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of the Ministry is \$1.

## 24. Precedence

- a. Any conflict or inconsistency in the documents forming the ITQ shall be resolved by giving precedence in the following descending order:
  - i. Section 1, paragraph 1.6
  - ii. Section 4 (ITQ-Terms)
  - iii. all other Sections of this ITQ document
  - iv. any additional information or document provided by the Ministry to Respondents through the Ministry's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

# Definitions

In relation to this ITQ the following words and expressions have the meanings described below.

<b>Advance Notice</b>	A notice published by the Ministry on GETS in advance of publishing the ITQ. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the ITQ.
<b>Business Day</b>	Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
<b>Ministry</b>	The Ministry is the government agency that has issued the Invitation to Qualify (ITQ) with the intent of purchasing the goods or services described in the Requirements. The term Ministry includes its officers, employees, contractors, consultants, agents and representatives.
<b>Competitors</b>	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the ITQ or in general.
<b>Confidential Information</b>	Information that: is by its nature confidential is marked by either the Ministry or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted' is provided by the Ministry, a Respondent, or a third party in confidence the Ministry or a Respondent knows, or ought to know, is confidential. Confidential information does not cover information that is in the public domain through no fault of either the Ministry or a Respondent.
<b>Conflict of Interest</b>	A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Ministry under the ITQ or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be: actual: where the conflict currently exists potential: where the conflict is about to happen or could happen, or perceived: where other people may reasonably think that a person is compromised.
<b>Contract</b>	The written contract/s entered into by the Ministry and Successful Respondent/s for the delivery of the Requirements.
<b>Contract Award Notice</b>	Government Rules of Sourcing, Rule 45 requires a Ministry to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.
<b>Deadline Response</b>	<b>for</b> The deadline that Responses are to be delivered or submitted to the Ministry as stated in Section 1, paragraph 1.2.
<b>Deadline Questions</b>	<b>for</b> The deadline for suppliers to submit questions to the Ministry as stated in Section 1, paragraph 1.2, if applicable.
<b>Evaluation Approach</b>	The approach used by the Ministry to evaluate Responses as described in Section 3, the ITQ-Terms (as varied by Section 1, paragraph 1, if applicable.).
<b>GETS</b>	Government Electronic Tenders Service <a href="http://www.gets.govt.nz">www.gets.govt.nz</a>
<b>GST</b>	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.



<b>Intellectual Property</b>	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
<b>Point of Contact</b>	The Ministry and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the ITQ process. The Ministry's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Response.
<b>Response</b>	The response a Respondent submits in reply to the Ministry's ITQ. It comprises the Response Form, the Respondent's Response and all other information submitted by a Respondent.
<b>ITQ-Terms</b>	Means the Invitation to Qualify Process, Terms and Conditions that apply to the Invitation to Qualify Conditions as described in Section 4.
<b>ITQ Process, Terms and Conditions (shortened to ITQ-Terms)</b>	The Ministry's standard terms and conditions that apply to ITQs as described in Section 4. These may be varied at the time of the release of the ITQ by the Ministry in Section 1, paragraph 1.6. These may be varied subsequent to the release of the ITQ by the Ministry on giving notice to Respondents.
<b>Requirements</b>	The goods and/or services described in Section 2 which the Ministry intends to purchase.
<b>Respondent</b>	A person, organisation, business or other entity that submits a Response in response to the ITQ. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Response.
<b>Response Form</b>	The form and declaration prescribed by the Ministry and used by a Respondent to respond to the ITQ, duly completed and submitted by a Respondent as part of its Response.
<b>Successful Respondent</b>	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.