

# Wellington City Council Supplier Register Standing Notice

## Across Multiple Categories Application Process

Standing Notice released: 6<sup>th</sup> October 2017

Register Term: through to 30<sup>th</sup> June 2020

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# This opportunity in a nutshell

## What we need

Wellington City Council (**Council**) has substantial and sustained programmes of work under the Long Term Plan and associated business units within Council will deliver as part of their Objectives. To enhance the efficiency and effectiveness of awarding construction work (limit <\$1 million), roading construction work (limit <\$200,000), technical consultancy services (limit <\$200,000) and minor works (limit <\$100,000), Council is creating a Pre-qualified Supplier Register<sup>1</sup> (**Register**).

This Standing Notice is an invitation to apply for inclusion on the Register in those categories identified in **Attachment 1**. Work required within the financial brackets listed above will be notified to suppliers on the Register rather than advertised to the open market. Any work where the budget exceeds these thresholds will still be openly tendered on the Government Electronic Tendering System (GETS).

The Register will comprise of three main components, with each component made up of different categories. The components are:

- Main Contractors Register (split into roading and non-roading);
- Technical Consultants Register; and
- Trade Work Contractors Register.

While we don't envisage changing components, over time we are very likely to add or remove categories. Therefore, you may apply to be considered for any category listed on the Register at any time up to 30<sup>th</sup> June 2020.

The Attachment 2 lists the hazards you may encounter while undertaking work for Wellington City Council. In order to secure work while on the Register you may be required to state how you will manage a particular hazard/risk and any higher level controls than the Councils minimum controls stated in the Attachment – suppliers who do not wish to control risks or hazards are unsuitable for our Register.

## What we don't want

An inability for the Council **not** to be able to assess and evaluate your capability to carry out work safely. It is a priority that you fully complete the Health and Safety section of the online response form. The questions are based on the WorkSafe NZ's guides (<http://www.worksafe.govt.nz/worksafe/>) and requirements associated with the Health and Safety at Work Act 2015 and regulations.

All questions within the online survey form do require an answer to be provided, any question(s) left unanswered will result in you being unable to submit your form.

Be mindful of ticking category task boxes for the sake of it – while being in a category may result in you receiving notices, any actual work will be awarded to the suppliers who can then demonstrate the capability to provide actual results for Council.

A submission that contains blatantly false or misleading information or otherwise misrepresents your actual capability. Submissions that are found to contain these elements will result in those submission(s) being removed from the Register.

## What's important to us

The objectives of the Register include, but are not limited to:

- Identification of suppliers according to their specialised areas of practice and value;
- Facilitation of supplier selection for direct appointment or closed tender;
- Fair and transparent management of supplier performance;

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<sup>1</sup> Government Rules of Sourcing Rule 53 Pre-qualified Suppliers List

- Delivery of improved outcomes for the Council;
- Streamlining processes and costs in providing value for money work; and
- Achieving compliance with applicable laws, standards, codes and policies.

All Council Business Units will have the ability to use the Supplier Register to identify those suppliers registered to deliver specific services for their particular project.

The Council's expectation is that the Register will contain credible suppliers with the capability and capacity to deliver identified services within each category and to a standard that should be expected from a competent and qualified supplier for the benefit of Wellington Ratepayers and the Council.

### Why should you bid?

This is an opportunity for you to be on the Register for providing key services to Council. As mentioned above, suppliers on the Register will receive direct notification of qualifying work within your category that will not be released publically.

Benefits for suppliers include:

- A greatly simplified tendering process or direct appointment;
- Receiving notices of upcoming opportunities from Council;
- Opportunities to promote your recent projects to Council business units – the buyers of your services; and
- Continued alignment with guidance documented in the NZTA Procurement Manual.

The ability of our business units to direct appoint from the Register means Council cannot guarantee the quantity of Notices.

### Application processing

The timeline for processing your applications for the Register is as follows

Working Day Number	Supplier	Council
1	Complete and submit your application	Automated response confirming application submission
3		Council receives Register database update
4-7		Council reviews applicant's information
7-9		Decisions are made on information submitted
10	Email received by Suppliers	Council notifies suppliers of their status

### Publication of the Supplier Register

As part of our wider requirements we are required to publish the business name of the suppliers and website address on our register. We will do this to at the component level (i.e. Main Contractors Register, Technical Contractors Register or Trade Work Contractors Register as opposed to the Category level. Without exception, applying to join the register does convey approval for the Council to publish your business name.

### A bit about us

Council delivers a wide range of essential services to help make New Zealand's capital the world's number one city for quality of life (Deutsche Bank, 2017). These include water and sewerage services, rubbish and recycling, and parks and walkways, as well as urban development projects, supporting arts and culture, and encouraging economic growth.

# SECTION 1: Key information

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## 1.1 Context

- a. This is a Standing Notice (**SN**) for suitable suppliers to submit an application for inclusion on the Register.
  - b. This SN is the first step in a multi-step procurement process. The first step is submitting an Application for inclusion on the Register. The second step involves either direct appointment or a streamlined tender process for qualifying work.
  - c. Words and phrases that have special meanings are shown by the use of capitals e.g. Respondent. Definitions are at the end of [Section 4](#).
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## 1.2 Our timeline

Here is our timeline using New Zealand dates:

**Date:**

**SN Released to the Market:**

22<sup>nd</sup> September 2017

**Processing Applications:**

1<sup>st</sup> process date will be 5.00pm 28<sup>th</sup> October 2017  
2<sup>nd</sup> process date will be 5.00pm 28<sup>th</sup> November 2017  
3<sup>rd</sup> process date will be 5.00pm 21<sup>st</sup> December 2017  
4<sup>th</sup> process date will be 5.00pm 29<sup>th</sup> January 2018  
5<sup>th</sup> process date will be 5.00pm 28<sup>th</sup> February 2017  
.....and then in June and November of 2018  
.....and then in February June and November of 2019  
.....and then in February and April of 2020

**Applications Evaluated:** Registration application evaluations will be continuous using the timeline provided in Page 4, up until 5.00pm 28<sup>th</sup> October 2017 (1<sup>st</sup> process date). From there onwards, any applications received, will be completed by date shown for the next immediate process date.

**Respondents notified of shortlisting:** Via email provided by the Council or otherwise through publication of Register (see Section 3)

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## 1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact. We will manage all communications through this Point of Contact.

- b. **Our Point of Contact**

**Email address:** WCCProcurementTender@wcc.govt.nz

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## 1.4 Developing and submitting your Application

- a. This is an open tender process. The SN sets out the step-by-step process and conditions that apply.
  - b. Take time to read and understand the SN. In particular:
    - i. develop a strong understanding of our Requirements detailed in [Section 2](#).
    - ii. in completing your application 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).
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- d. If anything is unclear or you have a question, ask us to explain – email our [Point of Contact](#).
  - e. Applications must be via the Response Form <http://wgtm.cc/consultants-contractors>.
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### 1.5 Our Standing Notice Process, Terms and Conditions

- a. The SN is subject to the Process, Terms and Conditions described in Section 4. We have made the following variation/s to the Terms:

*4.21 b The Supplier acknowledges that the Buyer is a local authority and that in terms of its regulatory functions as a local authority the Buyer is obliged to and shall act as an independent local authority and not as a party to any Contract that may be entered into. Any consent or approval of the Buyer acting as a party to a Contract shall not be construed as a consent or approval of, or bind it in its regulatory capacity.*



### 1.6 Later changes to the Standing Notice or Standing Notice process

- a. As this is a SN, new categories of Services are likely to be continually added as the need for them arises.
  - b. If you downloaded this SN from GETS you will automatically be sent notifications of any changes through GETS by email. If you downloaded this SN from the Council website you will not receive any notifications of any changes.
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## SECTION 2: Our Requirements

The Council's asset and infrastructure management programme is focused on providing modern, safe and effective services or premises through the outputs from the various Council business units. The business units are independently responsible for delivering effective, fit-for-purpose and reliable assets that are designed to deliver the Council's strategic priorities.

The Register will be the Council's preferred sourcing method for engaging suppliers for activities working on the Council's assets and infrastructure. The Register will be in effect for an initial three year term, with the option to extend for an additional two year term at the Council's sole discretion, from its agreed commencement date.

Being on the Register will offer the following opportunities and benefits:

1. Directly receiving Notices of upcoming work;
2. Streamlined engagement, by way of directly responding to the Notices with key basic data (e.g. current availability and skills) makes it easier and faster to secure work and reducing the paperwork required. Alternatively, Council may select a supplier(s) directly from the Register;
3. A stronger and more collaborative relationship with the Council, resulting in a clear understanding of the Council's development objectives, streamlined communications and enhanced activity outcomes.

### Components

As provided in Attachment 1, the 3 core components of the Register consist of the following groups:

#### Main Contractors Register

The scope of the Main Contractors Register for **non-roading** work will extend to all construction projects encompassing all Physical Assets (Buildings and Facilities) with a maximum value **not exceeding \$1,000,000**.

The scope of the Main Contractors Register for **roading work** will extend to all construction projects encompassing Network Infrastructure (Roading) with a maximum value **not exceeding \$200,000**. This value differs to the MCR-NR (above) based on the NZTA Procurement Manual, specifically section 10-9 that defines the financial limitations for a closed procurement process. Any projects with a value in excess of \$200,000 will need to be openly tendered via GETS.

#### Technical Consultants Register

The scope of the Technical Consultant Register will extend to all construction projects encompassing Network Infrastructure (Roading) and all other Physical Assets (Buildings and Facilities) with a maximum value **not exceeding \$200,000**. Any projects with a value in excess of \$200,000 will need to be openly tendered via GETS.

A technical consultant is defined as being an expert or an experienced professional in a specific field and has a wide knowledge of the subject matter. Within the Technical Consultant Register will be professional services organisations that are engaged directly by the Council to deliver required services for specific projects. Typically this may incorporate:

- Independent peer review or advisory services;
- Providing advice on setting up and defining the project,
- Developing and coordinating the design,
- Preparing project delivery information and tender documentation,
- Contract administration, and
- Inspecting the work delivered by the main contractor or trade work contractors.

#### Trade Works Contractors Register

The scope of the Trade Works Contractors Register will extend to task engagements encompassing work required for any repair, maintenance and/or replacement of Council owned or controlled Physical Assets

(Buildings and Facilities) with a maximum value **not exceeding \$100,000**. Any projects with a value in excess of \$100,000 will need to be openly tendered via GETS.

The Trade Works Contractors Register will comprise independent parties that agree to carry out a specific task or works for the Council usually for a fixed price and delivery date. The Council will define the desired outputs, results and the schedule to the contractor. This type of Trade Works Contractor:

Note: this is a new addition to the system, and seeks to apply a corporate approach to locally-created historic pre-qualified lists in Parks, Sport and Recreation and Property for the benefit of the entire organisation.



# SECTION 3: Our Evaluation Approach

## Evaluation model

The evaluation model that will be used is based on suppliers meeting the Pre-conditions (see below). It is the expectation that suppliers that meet the preconditions will then directly enter the Supplier Register.

However, we reserve the right, following closer inspection of your application, to engage further with you about material you have submitted.

In addition, changes in your situation (e.g. failure to follow your Health and Safety policies or Standard Operating Procedures, being convicted of a criminal offense) are likely to result in you being removed from the Register.

All cases of failing to make the Register or being removed from the Register will result in direct communication from Council with an explanation for the reasons and the way forward.

## Preconditions

Each Response must meet the below preconditions:

#	Precondition
1.	Completing <b>the Response Form</b> in full <a href="http://wgtn.cc/consultants-contractors">http://wgtn.cc/consultants-contractors</a> . Incomplete applications will be unable to be submitted.
2.	<b>NO</b> significant legal actions – some legal proceedings will result in your application being declined and a brief explanation provided. The same will apply if we subsequently find out you have failed to declare these.
3.	<b>Health and Safety</b> – some of the responses in this section include attaching specific evidence of your Health and Safety Policy, an example Standard Operating Procedure and a copy of your Incident Register (this is made clear in the response form). Failure to attach the evidence <b><u>without</u></b> agreement from Council will result in your application being declined and a brief explanation provided.

# SECTION 4: Standing Notice Process, Terms and Conditions

## Note to suppliers and Respondents

- In managing this procurement Council will act fairly and reasonably in its dealings with interested suppliers, and follow a due process that is open and transparent.
  - This section contains the SN Process, Terms and Conditions (shortened to SN-Terms) that apply to this procurement. Variation to the SN-Terms are recorded in Section 1, [paragraph 1.5](#).
  - If you have any questions about the SN-Terms please get in touch with our [Point of Contact](#).
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## Standard Standing Notice process

### Preparing an Application

Respondents are to use the Response Form <http://wgtn.cc/consultants-contractors> and include all information requested by Council in relation to the SN.

By submitting the Response Form you accept you are bound by the SN-Terms contained in this Section.

You should:

- examine the SN and any documents referenced in the SN and any other information provided by Council
- if appropriate, obtain independent advice before submitting the Response Form
- satisfy yourself as to the correctness and sufficiency of your responses

There is no expectation or obligation for you to submit any Application in response to this SN.

### Submitting an Application

Council intends to rely on your application and all information provided by you. In submitting an application you should check that all information is:

- true, accurate and complete and not misleading in any material respect
- does not contain intellectual property that will breach a third party's rights

### Evaluation panel

Council will convene an evaluation panel comprising members chosen for their relevant expertise and experience.

### Council's clarification

The Council may, at any time, request clarification of your Application as well as additional information about any aspect of your Application.

You must provide the clarification or additional information in the format requested in a timely manner. Council will take such clarification or additional information into account in evaluating your Application.

Where you fail to respond adequately or within a reasonable time Council will cease to evaluate your Application and delete it.

### Evaluation

The Buyer will advise you where your application has been declined or you are being removed from the Register. Otherwise you can check the Council's website ([www.wcc.govt.nz](http://www.wcc.govt.nz)) and view the Supplier Register.

### Respondent's debrief

At any time after shortlisting Respondents, the Buyer will offer a debrief report to Respondents who have not been shortlisted. Each Respondent will have 30 Business Days from the date of offer to request a debrief report. When a Respondent requests a debrief report request, the Buyer will provide the debrief report within 30 Business Days of the date of the request.

The debrief report will be via email. The debrief report will:

- provide brief reason why the Application was or was not successful
- seek to address any concerns or questions from the Respondent

## **Issues and complaints**

A Respondent may, in good faith, raise with the Buyer any issue or complaint about the SN, or the SN process at any time.

The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.

The Buyer 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 SN.

The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the SN process or future contract opportunities.

# **Standard Standing Notice conditions**

## **Buyer's Point of Contact**

All enquiries regarding the SN must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the SN.

Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the SN. The Buyer will not be bound by any statement made by any other person.

The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.

Where a Respondent has an existing contract with the Buyer 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 Buyer, solicit information or discuss aspects of the SN.

## **Conflict of Interest**

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

## **Ethics**

Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the SN.

A Respondent who attempts to do anything prohibited may be disqualified from participating further in the SN.

The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the SN process to ensure probity of the SN process.

## **Anti-collusion and bid rigging**

Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Applications or other submissions or in any discussions with the Buyer. Such behaviour will

result in the Respondent from being disqualified from participating further in the SN process. The Respondent warrants that its Application has not been prepared in collusion with a Competitor.

The Buyer 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 Application.

## **Confidential Information**

The Buyer and Respondent will each take reasonable steps to protect Confidential Information 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.

The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the SN 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 SN.

Respondents acknowledge that the Buyer's obligations 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 Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer 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.

## **Confidentiality of Standing Notice information**

For the duration of the SN, to the date of the announcement of the Successful Respondents, or the end of the procurement process, the Respondent agrees to keep the SN strictly confidential and not make any public statement to any third party in relation to any aspect of the SN, the SN process or the award of any Contract without the Buyer's prior written consent.

A Respondent may disclose information relating to the SN to any person only for the purpose of participating in the SN. 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 SN.

## **Costs of participating in the Standing Notice process**

Each Respondent will meet its own costs associated with the preparation and presentation of its Application and any negotiations.

## **Ownership of documents**

The SN and its contents remain the property of the Buyer. All Intellectual Property rights in the SN remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all SN documents and any copies. Respondents must comply with any such request in a timely manner.

All documents forming the Application will, when delivered to the Buyer, become the property of the Buyer. Applications will not be returned to Respondents at the end of the SN process.

Ownership of Intellectual Property rights in the Application remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Application for any purpose related to the SN process.

## **No binding legal relations**

Neither the SN, nor the SN process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:

- the Respondent's declaration in its Application

- the Respondent's statements, representations and/or warranties in its Application and in its correspondence with the Buyer
- the Evaluation Approach to be used by the Buyer to assess Applications as set out in Section 3, and in the SN-Terms (as varied by Section 1, paragraph 1.6, if applicable)
- the standard SN conditions
- any other matters expressly described as binding obligations in Section 1, paragraph 1.6.

Except for the legal obligations set out, no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.

## **Elimination**

The Buyer may exclude a Respondent from participating in the SN process if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the SN:

- the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the SN process
- the Application contains a material error, omission or inaccuracy
- the Respondent is in bankruptcy, receivership or liquidation
- the Respondent has made a false declaration
- there is a serious performance issue in a historic or current contract delivered by the Respondent
- the Respondent has been convicted of a serious crime or offence
- there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
- the Respondent has failed to pay taxes, duties or other levies
- the Respondent represents a threat to national security or the confidentiality of sensitive government information
- the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

## **Buyer's additional rights**

Despite any other provision in the SN the Buyer may, on giving due notice to Respondents:

- amend, suspend, cancel and/or re-issue the SN, or any part of the SN
- make any material change to the SN (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.
- Despite any other provision in the SN the Buyer may:
  - accept or reject any Application, or part of an application
  - accept or reject any non-compliant, non-conforming or alternative Application
  - decide not to enter into a Contract with any Respondent
  - liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
  - provide or withhold from any Respondent information in relation to any question arising in relation to the SN. 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
  - amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
  - waive irregularities or requirements in the SN process where it considers it appropriate and reasonable to do so.

The Buyer may request that a Respondent agrees to the Buyer:

- selecting any individual element/s of the Requirements that is offered in an application and capable of being delivered separately, unless the Application specifically states that the Application, or elements of the Application, are to be taken collectively
- selecting two or more Respondents to deliver the Requirements as a joint venture or

consortium.

## New Zealand law

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

## Disclaimer

The Buyer 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 SN process.

Nothing contained or implied in the SN, or SN process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.

To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer is \$1.

## Precedence

Any conflict or inconsistency in the documents forming the SN shall be resolved by giving precedence in the following descending order:

- Section 1, paragraph 1.6
- Section 4 (SN-Terms)
- all other Sections of this SN document
- any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.

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 SN the following words and expressions have the meanings described below.

<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.
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<b>Buyer</b>	The Buyer is the Council. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.
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<b>Competitors</b>	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the SN or in general.
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<b>Confidential Information</b>	<p>Information that:</p> <ol style="list-style-type: none"><li>a. is by its nature confidential</li><li>b. is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted'</li><li>c. is provided by the Buyer, a Respondent, or a third party in confidence</li><li>d. the Buyer or a Respondent knows, or ought to know, is confidential.</li></ol> <p>Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.</p>
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<b>Conflict of Interest</b>	<p>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 Buyer under the SN 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:</p> <ul style="list-style-type: none"> <li>a. actual: where the conflict currently exists</li> <li>b. potential: where the conflict is about to happen or could happen, or</li> <li>c. perceived: where other people may reasonably think that a person is compromised.</li> </ul>
<b>Contract</b>	The written contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
<b>Evaluation Approach</b>	The approach used by the Buyer to evaluate Applications as described in Section 3, the SN-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 Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the SN process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Application.
<b>Application</b>	The response a Respondent submits in reply to the Buyer's SN. It comprises the Response Form, the Respondent's application and all other information submitted by a Respondent.
<b>Standing Notice-Terms</b>	Means the Process, Terms and Conditions that apply to this Application of Interest Conditions as described in Section 4.
<b>Standing Notice Process, Terms and Conditions (shortened to Standing Notice-Terms)</b>	These may be varied at the time of the release of the SN by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the SN by the Buyer on giving notice to Respondents.
<b>Requirements</b>	The goods and/or services described in Section 2 which the Buyer intends to purchase.
<b>Respondent</b>	A person, organisation, business or other entity that submits an application in response to the SN. 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 an application.'
<b>Response Form</b>	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the SN, duly completed and submitted by a Respondents as part of its Application.

# SECTION 5: Attachments

## Attachment 1 – List of Categories



Adobe Acrobat  
PDFXML Document

## Attachment 2 – List of Hazards



Attachment 2