

Museum of New Zealand Te Papa Tongarewa



Call for Registration of Interest Conservator Supplier Panel

Museum of New Zealand Te Papa Tongarewa

ref: TP2020/156

21 September 2020

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This opportunity in a nutshell

A bit about us

The Museum of New Zealand Te Papa Tongarewa (“Te Papa”) is an autonomous Crown entity that preserves, protects, acquires, researches and provides access to collections that are part of Aotearoa New Zealand’s artistic, cultural and natural heritage. Our collections are at the core of the national estate of collections, alongside those held by other Aotearoa New Zealand museums and institutions.

Te Papa’s collections comprise of approximately 2.2 million treasures and span five key disciplines: History, Art, Pacific Cultures, Natural History, and Mātauranga Māori; and includes Collected Archives. We also hold a library rare books collection that contains about 2,500 items.

Within Te Papa we employ conservators who have expertise in the areas of textiles, paper, objects, and paintings. They are part of our Collection Care team, within the Directorate of Collections and Research.

Conservators carry out the conservation of collections associated with exhibitions, loans, acquisitions, and digitisation, and support the preservation aims and wellbeing of our collections.

Conservation at Te Papa is promoted in Ngā Tikanga Whakahaere Kohinga Taonga a Te Papa | Collection Care and Practice Framework, which consists of 16 practice standards covering management, care, and use.

The practice standard pertaining solely to conservation states our commitment to:

Perform conservation assessments and treatments on individual collection items/taonga to enhance their longevity, use or cultural integrity.

What is a panel?

Within this Registration of Interest (ROI), you will see the term ‘panel’ referred to. A panel means a group of suppliers e.g. Conservators, from whom Te Papa can request services directly.

What we need

Through this ROI, Te Papa is inviting submissions from suppliers with the capability and capacity to provide conservation services in the following Service Categories:

- Works of art on paper & archival materials
- Photographic materials
- Time-based media art
- Objects

We are interested in having sole practitioners and organisations on the panel to ensure we have access to specific and diverse skills. To be successful, you will have specialist skills and qualifications in one or more of the Service Categories and will be able to demonstrate your relevant professional experience and track record.

We need to be confident not only in your skills but also in your understanding of our business and your ability to work with us effectively.

We are not seeking: suppliers without qualifications and experience in conservation, suppliers who are seeking an internship, or suppliers who could be classified as a student or apprentice.

Composition of the panel

Te Papa is interested in having an appropriate number and type of each supplier in each Service Category to meet Te Papa's needs throughout the term of the panel contract.

There is no pre-determined number of suppliers for any of the Service Categories. The panel will consist of a number of individuals who can help deliver our work in partnership with our internal team.

This is an open panel, consequently the composition of the panel may change throughout the term of the panel contract, with non-used suppliers or underperforming suppliers being able to resign, be removed, and new suppliers able to be added where needed. New suppliers would be evaluated against the criteria set out in this ROI.

Te Papa may add suppliers over time in the event that extra capacity or capability is required.

If you are already represented on a government panel please indicate which panel in your response.

Panel term

We anticipate the panel term will last three years with a three year right of renewal.

Panel agreements

Successful respondents will become panel suppliers. We intend to have an agreement in place with panel suppliers that covers all the base terms and conditions. As work is directed to you, we will put in place a simple statement of work that will define the specifics of the services to be provided, and we will require submission of a quote from you.

We anticipate that most pieces of work we do with you will fall under this agreement. From time to time, Te Papa may initiate larger pieces of work, as such, statements of work and a different contract may be discussed with the supplier.

Once the panel has been established, there will be secondary procurement processes to select specific suppliers when a contract opportunity arises.

Efficient, effective and user-friendly secondary procurement processes will be established for the Service Categories that will include:

- a) Direct sourcing from a supplier
- OR
- b) Competitive processes e.g. closed Request for Quote (RFQ) issued to some or all relevant suppliers in a Services Category

Te Papa invites suitable individuals and organisations to participate in this open, competitive process and submit a response to this ROI. All responses will be evaluated in accordance with this document.

SECTION 1: Key information



1.1 Context

- a. This Request of Interest (ROI) is an invitation to suitably qualified suppliers to submit a Registration to the Conservator Supplier Panel contract opportunity.
 - b. This ROI is a single-step procurement process.
 - 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 ROI. 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 6.
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1.2 Our timeline

- a. Here is our timeline for this ROI.

Step in ROI process:

Date:

Deadline for Questions from suppliers: 29 09 2020

Deadline for Te Papa to answer supplier’s questions: 01 10 2020

Deadline for Registrations: 2:00pm 05 10 2020

- b. All dates and times are dates and times in New Zealand.
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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 external communications through this Point of Contact.

b. Our Point of Contact

Name: Neil Blackie

Title: Procurement Specialist

Email address: Neil.Blackie@tepapa.govt.nz



1.4 Developing and submitting your Registration

- a. This is an open, competitive tender process. The ROI sets out the step-by-step process and conditions that apply.
 - b. Take time to read and understand the ROI. 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.
 - 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.
 - 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.
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1.5 Address for submitting your Registration

- a. Registrations must be submitted electronically to the following address:
TenderBox@tepapa.govt.nz
- b. Registrations sent by post or fax, or hard copy delivered to our office, will not be accepted.



1.6 Our ROI Process, Terms and Conditions

- a. Offer Validity Period: In summary a Registration the Respondent agrees that their offer will remain open for acceptance by Te Papa for six weeks from the Deadline for Registrations.
- b. The ROI is subject to the ROI Process, Terms and Conditions described in [Section 6](#).



1.7 Later changes to the ROI or ROI process

- a. If, after publishing the ROIs, we need to change anything about the ROIs, or ROI process, or want to provide suppliers with additional information, we will let all suppliers know by email.
-

SECTION 2: Our Requirements

Te Papa is seeking suppliers with the capability and capacity to provide services, from time to time, under one or more of the following Service Categories:

- Works of art on paper & archival materials
- Photographic materials
- Time-based media art
- Objects

Respondents may submit responses to more than one Service Category and to one, some or all activities within a Service Category, as outlined below in 2.1.

2.1 Service Category Activities

The following provides an overview of the identified activities that are applied to each Service Category.

Activities that may be sourced in any of the Service Categories include:

- Carrying out condition assessments, reports and surveys to identify conservation needs, risks and mitigation measures
- Carrying out prioritised treatments of collection items/taonga to improve their condition, in accordance with appropriate cultural protocols and conservation ethical principles.

2.2 Contract term

We anticipate the Contract will commence in November 2020.

The initial Contract term is three years, with a three year right of renewal.

SECTION 3: Our Evaluation Approach

This section sets out the Evaluation Approach that will be used to assess Registrations.

3.1 Evaluation

Proposals will be evaluated against the following criteria:

Criterion	Weighting
1. Capability of the Respondent to deliver	70%
Sound experience and track record	40%
Specialist knowledge in Service Category	30%
2. Capacity to deliver services	10%
3. Relationship management, team work, collaboration, communication	10%
4. Health and safety, working in a lab, chemical awareness	5%
5. Pricing	5%
Total weightings	100%

Te Papa reiterates that it is seeking suppliers who offer the best overall value, as determined by Te Papa at its sole discretion. While price is an important consideration, Te Papa is not obliged to accept the lowest priced proposal or any proposal at all.

3.2 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
EXCELLENT 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.	9-10
GOOD 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.	7-8
ACCEPTABLE 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.	5-6

MINOR RESERVATIONS 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.	3-4
SERIOUS RESERVATIONS 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.	1-2
UNACCEPTABLE 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.	0

3.3 Price

We wish to obtain the best value-for-money over the whole-of-life of the Contract. This means achieving the right combination of capability, capacity, timely response and price.

SECTION 4: Pricing Information

4.1 Pricing information to be provided by Respondents

Respondents are to provide their price as part of their Registration. In submitting the Price, the Respondent must meet the following:

- a. Respondents are to use the pricing template included in the Registration Response Form.
- b. Respondents are to document in their Registration all assumptions and qualifications made about the delivery of the Requirements, including in the financial pricing information.
- c. Prices should be tendered in NZ\$.
- d. Where two or more Respondents intend to lodge a joint or consortium Registration, the pricing schedule is to include all costs, fees, expenses and charges chargeable by all Respondents.

SECTION 5: Our Proposed Contract

5.1 Proposed Contract

The Proposed Contract that we intend to use for the supplier panel is attached as Appendix A.

In submitting your Registration you must let us know if you wish to question and/or negotiate any of the terms or conditions in the Proposed Contract, or wish to negotiate new terms and/or conditions. The Response Form contains a section for you to state your position. If you do not state your position you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.

SECTION 6: ROI Process, Terms and Conditions

Note to suppliers and Respondents

- In managing this procurement Te Papa 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 the government's standard ROI Process, Terms and Conditions (shortened to ROI-Terms) which apply to this procurement. Any variation to the ROI-Terms will be recorded in Section 1, [paragraph 1.6](#). Check to see if any changes have been made for this ROI.
- 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 ROI. 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 ROI-Terms please get in touch with our [Point of Contact](#).

Standard ROI process



Preparing and submitting a Registration

6.1 Preparing a Registration

- a. Respondents are to use the Response Form provided and include all information requested by Te Papa in relation to the ROI.
- b. By submitting a Registration the Respondent accepts that it is bound by the ROI Process, Terms and Conditions (ROI-Terms) contained in Section 4 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the ROI and any documents referenced in the ROI and any other information provided by Te Papa
 - ii. if appropriate, obtain independent advice before submitting a Registration
 - iii. satisfy itself as to the correctness and sufficiency of its Registration.
- d. There is no expectation or obligation for Respondents to submit Registrations in response to the ROI 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 Registration.



6.2 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the ROI. If there is any perceived ambiguity or uncertainty in the ROI document/s Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to Te Papa's Point of Contact. Te Papa will respond to requests in a timely manner, but not later than the deadline for Te Papa to answer Respondent questions in Section 1, paragraph 1.2.a, if applicable.
- c. If Te Papa 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 Te Papa 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. Te Papa will not publish such commercially sensitive information. However, Te Papa may modify a request to eliminate such commercially sensitive information, and publish this and the answer where Te Papa 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.



6.3 Submitting a Registration

- a. Each Respondent is responsible for ensuring that its Registration is received by Te Papa at the correct address on or before the Deadline for Registrations. Te Papa will acknowledge receipt of each Registration.
- b. Te Papa intends to rely on the Respondent's Registration and all information provided by the Respondent (e.g. in correspondence). In submitting a Registration and communicating with Te Papa each Respondent should check that all information it provides to Te Papa 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 Te Papa requires the Registration 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

6.4 Evaluation panel

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

6.5 Third party information

- a. Each Respondent authorises Te Papa 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 Registration.
- 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 Te Papa 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.



6.6 Te Papa clarification request

- a. Te Papa may, at any time, request from any Respondent clarification of its Registration as well as additional information about any aspect of its Registration. Te Papa 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. Te Papa may take such clarification or additional information into account in evaluating the Registration.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, Te Papa may cease evaluating the Registration and may eliminate the Registration from the process.



6.7 Evaluation and shortlisting

- a. Te Papa will base its initial evaluation on the Registrations submitted in response to the invitation. This evaluation will be in accordance with the Evaluation Approach set out in

the ROI. Te Papa may adjust its evaluation of a Registration following consideration of any clarification or additional information as described in paragraphs 4.6 and 4.7.

- b. In deciding which Respondent/s to shortlist Te Papa may take into account any of the following additional information:
 - i. the results from due diligence
 - ii. any matter that materially impacts on Te Papa's trust and confidence in the Respondent
 - iii. any relevant information that Te Papa may have in its possession.
- c. Te Papa will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by Te Papa of the Respondent's Registration, or imply or create any obligation on Te Papa to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the ROI process Te Papa will not make public the names of the shortlisted Respondents.



6.8 Respondent's debrief

- a. At any time after shortlisting Respondents, Te Papa 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, Te Papa 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 Registration was or was not successful
 - ii. explain how the Registration performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii. indicate the Registration's relative strengths and weaknesses
 - iv. explain, in general terms, the relative advantage/s of the shortlisted Registration/s
 - v. seek to address any concerns or questions from the Respondent
 - vi. seek feedback from the Respondent on the ROI process.



6.9 Issues and complaints

- a. A Respondent may, in good faith, raise with Te Papa any issue or complaint about the ROI, or the ROI process at any time.
- b. Te Papa will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. Te Papa 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 ROI.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by Te Papa to unfairly prejudice the Respondent's ongoing participation in the ROI process or future contract opportunities.



Standard ROI conditions

6.10 Te Papa Point of Contact

- a. All enquiries regarding the ROI must be directed by email to Te Papa's Point of Contact. Respondents must not directly or indirectly approach any representative of Te Papa, or any other person, to solicit information concerning any aspect of the ROI.
- b. Only the Point of Contact, and any authorised person of Te Papa, are authorised to communicate with Respondents regarding any aspect of the ROI. Te Papa will not be bound by any statement made by any other person.
- c. Te Papa may change the Point of Contact at any time. Te Papa 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 Te Papa 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 Te Papa, solicit information or discuss aspects of the ROI.

6.11 Conflict of Interest

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

6.12 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of Te Papa in relation to the ROI.
- b. A Respondent who attempts to do anything prohibited by paragraphs 4.10.a and d. and 4.12.a. may be disqualified from participating further in the ROI.
- c. Te Papa reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the ROI process to ensure probity of the ROI process.

6.13 Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Registrations or other submissions or in any discussions with Te Papa. Such behaviour will result in the Respondent from being disqualified from participating further in the ROI process. The Respondent warrants that its Registration has not been prepared in collusion with a Competitor.
- b. Te Papa 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 Registration.

6.14 Confidential Information

- a. Te Papa and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 4.14.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. Te Papa and Respondent may each disclose Confidential Information to any person who is directly involved in the ROI 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 ROI.
- c. Respondents acknowledge that Te Papa's obligations under paragraph 4.14.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. Te Papa will not be in breach of its obligations if Confidential Information is disclosed by Te Papa to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where Te Papa receives an OIA request that relates to a Respondent's Confidential Information Te Papa 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.

6.15 Confidentiality of ROI information

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



- b. A Respondent may disclose information relating to the ROI to any person described in paragraph 4.14.b. but only for the purpose of participating in the ROI. 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 ROI.

6.16 Costs of participating in the ROI process

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

6.17 Ownership of documents

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

6.18 No binding legal relations

- a. Neither the ROI, nor the ROI process, creates a process contract or any legal relationship between Te Papa and any Respondent, except in respect of:
 - i. the Respondent's declaration in its Registration
 - ii. the Respondent's statements, representations and/or warranties in its Registration and in its correspondence with Te Papa
 - iii. the Evaluation Approach to be used by Te Papa to assess Registrations as set out in Section 3, and in the ROI-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - iv. the standard ROI conditions set out in paragraphs 4.10 to 4.23
 - v. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 4.18.a. is subject only to Te Papa's reserved rights in paragraph 4.20.
- c. Except for the legal obligations set out in paragraph 4.18.a. no legal relationship is formed between Te Papa and any Respondent unless and until a Contract is entered into between those parties.

6.19 Elimination

- a. Te Papa may exclude a Respondent from participating in the ROI process if Te Papa has evidence of any of the following, and is considered by Te Papa to be material to the ROI:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the ROI process
 - ii. the Registration 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.

6.20 Te Papa's additional rights

- a. Despite any other provision in the ROI Te Papa may, on giving due notice to Respondents:
 - i. amend, suspend, cancel and/or re-issue the ROI, or any part of the ROI
 - ii. make any material change to the ROI (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 ROI Te Papa may:
 - i. accept a late Registration if it is Te Papa's fault that it is received late
 - ii. in exceptional circumstances, accept a late Registration where it considers that there is no material prejudice to other Respondents. Te Papa will not accept a late Registration 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 Registration
 - iii. in exceptional circumstances, answer questions submitted after the Clarification Period ends
 - iv. accept or reject any Registration, or part of a Registration
 - v. accept or reject any non-compliant, non-conforming or alternative Registration
 - vi. decide not to enter into a Contract with any Respondent
 - vii. liaise or negotiate 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 ROI. 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. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
 - x. waive irregularities or requirements in the ROI process where it considers it appropriate and reasonable to do so.
- c. Te Papa may request that a Respondent agrees to Te Papa:
 - i. selecting any individual element/s of the Requirements that is offered in a Registration and capable of being delivered separately, unless the Registration specifically states that the Registration, or elements of the Registration, are to be taken collectively
 - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

6.21 New Zealand law

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



6.22 Disclaimer

- a. Te Papa 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 ROI process.
- b. Nothing contained or implied in the ROI, or ROI process, or any other communication by Te Papa to any Respondent shall be construed as legal, financial or other advice. Te Papa 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 Te Papa is \$1.

6.23 Precedence

- a. Any conflict or inconsistency in the documents forming the ROI shall be resolved by giving precedence in the following descending order:
 - i. Section 1, paragraph 1.6
 - ii. Section 4 (ROI-Terms)
 - iii. all other Sections of this ROI document
 - iv. any additional information or document provided by Te Papa to Respondents through Te Papa'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 ROI the following words and expressions have the meanings described below.

Advance Notice A notice published by Te Papa on GETS in advance of publishing the ROI. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the ROI.

Business Day 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.

Buyer Te Papa is the government agency that has issued the call for Registrations of interest through a ROI with the intent of purchasing the goods or services described in the Requirements. The terms Buyer and Te Papa includes its officers, employees, contractors, consultants, agents and representatives.

Competitors Any other business that is in competition with a Respondent either in relation to the goods or services sought under the ROI or in general.

Confidential Information Information that:

- a. is by its nature confidential
- b. is marked by either Te Papa or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted'
- c. is provided by Te Papa, a Respondent, or a third party in confidence
- d. Te Papa 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 Te Papa or a Respondent.

Conflict of Interest	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 Te Papa under the ROI 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: <ul style="list-style-type: none"> a. actual: where the conflict currently exists b. potential: where the conflict is about to happen or could happen, or c. perceived: where other people may reasonably think that a person is compromised.
Contract	The written contract/s entered into by Te Papa and Successful Respondent/s for the delivery of the Requirements.
Deadline for Registration	The deadline that Registrations are to be delivered or submitted to Te Papa as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to Te Papa as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by Te Papa to evaluate Registrations as described in Section 3, the ROI-Terms (as varied by Section 1, paragraph 1, if applicable.).
GETS	Government Electronic Tenders Service www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Point of Contact	Te Papa and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the ROI process. Te Papa’s Point of Contact is identified in Section 1, paragraph 1.3. The Respondent’s Point of Contact is identified in its Registration.
Registration	The response a Respondent submits in reply to Te Papa’s ROI. It comprises the Response Form, the Respondent’s registration and all other information submitted by a Respondent.
ROI	Means Te Papa’s call for Registrations of Interest.
Registration of Interest	Te Papa’s call for Registrations of Interest comprises the Advance Notice (where used), this ROI document (including the ROI-Terms) and any other schedule, appendix or document attached to ROI, and any subsequent information provided by Te Papa to Respondents through Te Papa’s Point of Contact or GETS.
ROI-Terms	Means the Process, Terms and Conditions that apply to this Registration of Interest Conditions as described in Section 4.
ROI Process, Terms and Conditions (shortened to ROI-Terms)	The government’s standard terms and conditions that apply to ROIs as described in Section 4. These may be varied at the time of the release of the ROI by Te Papa in Section 1, paragraph 1.6. These may be varied subsequent to the release of the ROI by Te Papa on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which Te Papa intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Registration in response to the ROI. 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.’

Response Form

The form and declaration prescribed by Te Papa and used by a Respondent to respond to the ROI, duly completed and submitted by a Respondents as part of its Registration.