Te Tāhuhu o te Mātauranga
Ministry of Education

School Property-led Infrastructure Procurement – RFx Process, Terms and Conditions

Last updated August 2026

Te Kāwanatanga o Aotearoa
New Zealand Government

Contents

1. Purpose

a. This document sets out the full expectations and obligations that apply when a supplier (Tenderer) responds to a Ministry of Education (Principal) School Property RFx (Tender/RFx).

b. The document replaces the NZS Conditions of Tendering when NZS 3910 or 3916 forms of contract are used.

c. Capitalised terms in this document have the meaning given to them in clause 23, unless otherwise defined in this document.

2. What documents apply

a. Tenderers must follow all RFx documents, including the Requirements, Response Form and all Tender attachments.

b. Tenderers must comply with the Supplier Code of Conduct.

c. Where relevant, Tenderers must also comply with the following Standards:

   i. Property Design Standards
   ii. ICT Cabling Standards and Approved Installers.
   iii. Accredited Suppliers for Asbestos-related Works

3. Communication

3.1 Point of contact

a. The Principal will appoint a Point of Contact to the Tender. Only the Point of Contact is permitted to communicate with Tenderers regarding any aspect of the RFx.

b. All Tender communications from the Principal will be issued by the Point of Contact through the prescribed communication channel (GETS or a designated email address).

c. The Principal will not be bound by any statement made by any person, including the Point of Contact, unless that statement is subsequently expressly incorporated in the Contract.

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

3.2 Tender clarification

a. During the Tender process, Tenderers should seek clarification early and always before the Deadline for Questions.

b. All clarifications from the Tenderer to the Principal must be directed to the Point of Contact through the prescribed communication channel. Tenderers must not directly or indirectly approach any representative of the Principal, or any other person to solicit information concerning any aspect of the RFx.

c. Where the clarification is of general significance to everyone, the Principal will publish answers to all participating Tenderers through this channel.

   i. Clarifications will not divulge a Tenderers identity or any commercially sensitive information.
   ii. Where necessary, clarifications will be summarised or modified to anonymise the information contained in them.
   iii. Tenderers should indicate in their request any information that is commercially sensitive.

d. A Tenderer may withdraw a request for clarification at any time.

3.3 Briefings and site visits

a. Briefings and site visits will strictly occur in accordance with details in the Tender.

b. If no site visit is stipulated in the Tender, Tenderers must not access the school for any purposes related to that Tender.

4. Confidential information

4.1 Protection of confidential information

a. The Principal and Tenderer (the parties) must each take reasonable steps to protect all Confidential Information.

b. Unless an exception in clause 4.2 applies, and despite any existing or previous confidentiality arrangements, a party must obtain the other party's prior written consent before disclosing Confidential Information to any third party.

c. Confidential Information may be shared by the Principal or the Tenderer with individuals directly involved in the RFx process on their behalf. This includes officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but must only be shared for the purpose of participating in the RFx.

d. At its discretion, at any time, the Principal may request that a confidentiality deed is signed by the Tenderer before confidential or commercially sensitive information is released to the Tenderer for the purpose of participating in the RFx.

4.2 Statutory disclosure obligations

a. Tenderers acknowledge that the Principal is subject to obligations under the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional conventions, other legal requirements, and audit obligations.

b. The Principal will not be considered in breach of its confidentiality obligations if it discloses Confidential Information to the appropriate authority to meet any of these statutory or audit obligations, or where disclosure is required due to suspected collusive or anti-competitive tendering behaviour.

c. Where the Principal receives an OIA request that includes a Tenderer's Confidential Information, the Principal will consult with the Tenderer to discuss and confirm whether the information is properly classified as confidential or commercially sensitive.

5. Preparing a Tender response

5.1 Satisfying the Requirement

a. Tenders must be prepared in accordance with the Response Form supplied, include all information requested and adhere to specified formatting and page limits.

b. Tenders that do not conform to the specified formatting and page limits will be removed and will not be considered in the evaluation.

c. Tenderers are expected to have satisfied themselves as to the accuracy and sufficiency of their Tender by:

   i. Visiting the Site (where applicable)
   ii. Reading the RFx and supporting documentation
   iii. Undertaking reasonable and practicable investigations and measurements
   iv. Obtaining independent advice at their discretion and cost
   v. Familiarising themselves with the applicable requirements of the relevant authorities.

5.2 Additional considerations

a. Any information shared by the Principal (such as drawings, site information, reports) is provided to assist Tenderers in preparing their Response and carrying out the Requirements.

b. The Principal does not guarantee the information is complete or accurate. Tenderers rely on this information at their own risk and are responsible for their own verification and interpretation of the information.

c. Tenderers must consider all risks, contingencies and other circumstances relating to the delivery of the Requirements. The Tender must include adequate provision to manage all identified risks and contingencies.

d. Tenderers should note that project timeframes supplied are indicative. If Tenderers wish to propose a different timeframe, the proposed timeframe and rationale must be detailed and alternative pricing prepared (if applicable).

e. Tenderers are not expected or obligated to submit a Tender to remain on any pre-qualified supplier list or supplier panel. There is no penalty for failing to submit a Tender.

5.3 Pricing the Tender

a. Tenders are to be priced in NZ$ exclusive of GST.

b. If the Tender is for a secondary procurement from a panel or directory, rates must be consistent with any rates stipulated and agreed in the relevant panel or directory.

c. Tenderers must enter all required prices, rates, and percentages for delivering the services and remedying defects, in the Response Form or template provided (such as an.xls or .xlsx file).

d. Where some or all of the pricing is based on fee rates, they must be specified as stipulated in the Response Form or price template; hourly or daily (or both).

e. Any line item that the Tenderer leaves blank (with no price, rate, or percentage), the Principal will treat as included within the other rates and prices in the Tender. Blank line items will not be paid for by the Principal under the Contract.

f. Unless the Response Form specifically says otherwise, all rates and prices entered in the Response Form are presumed to include all allowances for on-site overheads, off-site overheads, and profit where applicable.

g. Cost fluctuations from the date of tender will be acknowledged through the cost fluctuations mechanism in the contract (where applicable) allowing the claim values to be amended in line with the indices as the project progresses.

6. Alternative and tagged Tenders

6.1 Alternative Tenders

a. At the Principal's discretion, alternative Tenders which meet the Requirements may be considered. Alternative tenders must be submitted separately and clearly labelled or they risk being marked as non-conforming and may be excluded from evaluation.

b. The Principal may seek further clarification from the Tenderer during the evaluation period to facilitate fair evaluation of the alternative Tender.

6.2 Tagged Tenders

a. All Tags must be clearly listed in the Tender. The Principal may treat any Tender that contains Tags as non-conforming.

b. For any Tags, the Principal may, at its sole discretion:

    i. Choose to evaluate the Tender or reject it entirely
    ii. Add a Cost Premium to any Tag
    iii. Ask the Tenderer to remove or change any Tag without changing the Tender price
    iv. Ask the Tenderer to remove or change any Tag and adjust the price to what it would reasonably have been if the Tag had not been included

c. The Principal has a strong preference that there are no Tags related to drawings or specifications.

d. General statements that reflect a qualification or assumption will not be treated as a Tag if not explicitly labelled as one in the Tender.

e. The Principal is not bound by any Tag unless:

    i. The Tag is listed in the Tender, and

ii. The Principal expressly agrees to it and includes it in the Contract.

7. Submitting a Tender

a. It is the Tenderer's responsibility to ensure the Tender is submitted correctly (uploaded to GETS or emailed to the email address detailed in the RFx) before the Deadline for Tenders. All dates and times provided in the Tender are New Zealand Standard Time.

b. The Principal will rely on the Tender and all information provided by the Tenderer in respect of this RFx (such as correspondence and negotiations). Each Tenderer should check that all information it provides is:

   i. true, accurate and complete, and not misleading in any material respect, and
   ii. does not contain Intellectual Property that will breach a third party's rights.

c. The Tenderer is responsible for ensuring that if hard and soft copies are required, they are identical.

d. The Principal may require a two-envelope Tender process where pricing information needs to be provided separately. In this instance Tenderers must:

   i. Provide all financial information and pricing components of its Tender separately in Response Form Part B, and
   ii. Clearly label pricing information in Response Form B to ensure that it cannot be viewed when Response Form Part A is opened.

8. Third party information

a. Each Tenderer authorises the Principal to collect additional information from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of the RFx evaluation.

b. Each Tenderer is to ensure that all referees listed in the Response Form agree to provide a reference.

c. To facilitate discussions between the Principal and third parties, each Tenderer waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

d. Where indicated as required in the Response Form, a letter from a bank registered in New Zealand (or from an alternative surety approved by the Principal) agreeing to execute a bond in the form and amount, and for the period required by the Conditions of Contract must be submitted with the Tender.

9. Evaluation

9.1 Scoring

a. **Non-Price scoring**

Conformance criteria will be scored "Pass/Fail" based on if it does or does not meet the criteria:

Definition	Score
Meets criterion – sufficient information provided, risks mitigated or accounted for	PASS
Does not meet criterion – doesn't comply, insufficient information provided, deficiency or risk identified	FAIL

Weighted attribute non-price criteria will be scored out of 10 according to the rating definitions below:

Rating	Definition	Score
EXCELLENT	Exceeds the criterion to provide substantial additional benefit and/or reduction of risk	9-10
GOOD	Exceeds the criterion to provide some additional benefit and/or reduction of risk	6-8
ACCEPTABLE	Meets the criterion	5
MINOR DEFICIENCY	Does not meet the criterion due to minor deficiency or risk	3-4
MAJOR DEFICIENCY	Does not meet the criterion due to major deficiency or risk	1-2
UNACCEPTABLE	Does not comply, insufficient information provided or unacceptable deficiency or risk	0

b. **Price scoring**

Price evaluation will occur after non-price evaluation is complete and will comprise:

i. Price due diligence
ii. Tag analysis
iii. Calculation of an adjusted price which will include:
   - Provisional sums
   - Tag premiums

Price analysis will be presented to the Evaluation Panel once the Panel has finalised non-price scores and selected tenders which are acceptable for non-price to progress price evaluation. Price scores will be determined by the following formula:

Proposal A's price score = (Lowest Proposal Adjusted Price / Proposal A's Adjusted Price) x Price Weighting % x 100.

c. **9.2 Seeking information**

a. Conforming Tenders submitted in response to the RFx will be evaluated including being given a score and rank by the Principal's Evaluation Panel in accordance with the approved Evaluation Plan.

b. The Principal at its discretion may seek clarification from a Tenderer on non-price or price criteria relevant to the submitted RFx. The Principal is not required to request the same clarification or information from each Tenderer, nor must they seek clarification before excluding a Tender from further evaluation.

c. The Principal may take such clarification or additional information into account in evaluating the Tender including applying changes to evaluation scores and rankings.

d. The Tenderer must provide the clarification or additional information in the format requested and in a timely manner. The Principal may cease to evaluate a Tender where the Tenderer fails to respond adequately or within a reasonable timeframe and may exclude that Tender from the RFx process.

e. The Principal is under no obligation to check Tenderers' pricing for errors or omissions. If an error or omission is discovered, the Principal may seek further clarification. At its discretion, the Principal may:

   i. Give the Tenderer the opportunity to correct an error or omission so long as doing so does not materially prejudice any other Tenderer.
   ii. Confirm that a Tender remains open for acceptance notwithstanding the error.
   iii. Offer the Tenderer opportunity to withdraw their Tender.

f. Acceptance of a Tender that contains pricing errors will not invalidate any contract formed by that acceptance.

9.3 Evaluation exclusions

a. A Tender that receives an Evaluation Panel "Fail" (does not meet criterion) for any one conformance evaluation criteria or an Evaluation Panel score of less than five (a rating of less than acceptable) for any one of the weighted attribute evaluation criteria may be excluded from further evaluation.

b. A Tender may be excluded from further evaluation and/or selection if the Evaluation Panel is not satisfied that the Price is adequate to meet the obligations of the Contract, or if the Price does not align to the Principal's budget restrictions.

c. If a Tenderer offers a Price that is substantially lower than other Tenders (an abnormally low bid), the Principal may exclude the Tender from further evaluation if it cannot be verified that the Tenderer is capable of satisfactorily delivering the Requirement and meeting all of the conditions of the Contract for the price quoted.

9.4 Procurement in a Day

d. The Principal may elect to conduct all or part of the procurement process using a Procurement in a Day approach. Where this approach is to be used, the Principal will advise Tenderers in the RFx or during the RFx process.

e. As part of a Procurement in a Day process, the Principal may invite one or more Tenderers to participate in interviews, workshops, presentations, clarification sessions or other engagement activities for the purpose of navigating complexity relating to the programme/project involved and/or evaluating Tenders.

f. The Principal may use information obtained through any Procurement in a Day activity to:

   i. clarify or verify information contained in a Tender;
   ii. assess a Tenderer's understanding of the Requirements;
   iii. assess a Tenderer's ability to meet the Principal's Tender Requirements; and
   iv. support evaluation, due diligence and supplier selection activities.

g. Tenderers must ensure that representatives attending any Procurement in a Day activity have sufficient knowledge of the Tender and authority to respond to requests for clarification.

h. The Principal will conduct Procurement in a Day activities in a manner that is consistent with the evaluation methodology and principles set out in the RFx. Information obtained during the process may be taken into account when evaluating Tenders.

i. Participation in a Procurement in a Day activity does not create any obligation on the Principal to enter into negotiations with, or award a Contract to, any Tenderer.

9.5 Presentations

a. As part of procurement in a day, or on its own, Tenderers may be invited to present their proposals as part of the evaluation process.

a. The approach allows tenderers to talk through their proposal and answer any questions or clarifications the evaluation panel may have.

b. The length of time allowed for proposals, as well as expected content, will be communicated via the RFx.

10. Tenderer selection and negotiation

a. The Principal will notify all Tenderers of the outcome of preferred or not, in confidence, once the recommended evaluation outcome is approved.

b. Being selected as preferred does not place any binding obligation on the Principal to enter into negotiations with or award a Contract for delivery of the Requirements to any preferred Tenderers.

c. The Principal may, at any time prior to acceptance of any Tender, negotiate with a preferred Tenderer(s) or may initiate concurrent negotiations with more than one preferred Tenderer.

d. The Principal may invite a Tenderer to enter into negotiations with a view to finalising contractual arrangements. The Principal may, at any time without being liable to the preferred Tenderer, cease discussions with, and not award the Contract to that Tenderer.

e. Selection of the preferred Tenderer will consider:

   iv. The total weighted score consisting of the non-price score agreed by the Evaluation Panel and the price score generated from the price evaluation.
   v. Due diligence.

11. Due diligence

a. Due diligence may be undertaken on one or more Tenderer at any time before, during or after evaluation and the results may be factored into the evaluation/selection process.

b. A Tender may be excluded from further evaluation or selection if, as a result of due diligence undertaken the Ministry, the Ministry determines that entering into a Contract with a Tenderer represents a significant risk to the Ministry.

c. Due diligence will continue through the lifecycle of the contract and will be rightsized to the contract.

d. Due diligence may include:

   i. Reference checks
   ii. Clarifications, interviews, and/or presentations
   iii. Police vetting of personnel
   iv. Checks to determine accuracy/completeness/validity of tenders (including price)
   v. Companies' office search
   vi. Review of tenderers' financial viability
   vii. Review of tenderers' business practices and other probity issues
   viii. Review of tenderers' disputes with the ministry and/or other parties
   ix. Review of tenderers' ownership/structure
   x. Review of tenderers' director status
   xi. Review of tenderers' conduct in relation to the Supplier Code of Conduct.

12. Reasons to exclude a Tenderer

a. The Principal may reject (exclude from further evaluation or selection) any Tender where:

   i. The Tenderer has failed to provide all information requested, or in the correct format, on time
   ii. The Tender contains a material error, omission or inaccuracy and/or has materially breached a term or condition of the RFx
   iii. The Tenderer has offended against the Supplier Code of Conduct
   iv. The Tenderer meets the threshold in Rule 28 – Reasons to exclude a supplier
   v. Any matter arises that materially diminishes the Principal's trust and confidence in the Tenderer.

13. Principal's additional rights

13.1 Changes to RFx

a. Despite any other provision in the RFx, and with reasonable notice given to Tenderers, the Principal may:

   i. Amend, suspend, cancel and/or re-issue the RFx, or any part of the RFx
   ii. Make any material change to the RFx (including any change to the timeline, Requirements or evaluation approach) as long as Tenderers have reasonable time to respond to the change.

b. Despite any other provision in the RFx, the Principal may:

   i. Accept late Tenders where it is the Principal's fault that it is late or in exceptional circumstances as long as the acceptance will not materially prejudice other Tenderers.
   ii. Accept or reject any Tender, or part of a Tender including any non-compliant, non-conforming or alternative Tenders
   iii. Answer a question submitted after the Deadline for Questions, and share it, if it is materially significant for all Tenderers.
   iv. Not accept the lowest priced or highest scoring Tender
   v. Liaise or negotiate with any Tenderer without disclosing this to, or doing the same with, any other Tenderer
   vi. Provide or withhold from any Tenderer, information in relation to any question arising in relation to the RFx. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Tenderer, is inappropriate to supply at the time of the request or cannot be released for legal reasons
   vii. Waive irregularities or requirements in or during the RFx process where it considers it appropriate and reasonable to do so.
   viii. At any time prior to acceptance of any Tender, withdraw the Proposed Contract from Tender
   ix. Make amendments to the Proposed Contract at any time, including during negotiations with a Tenderer or decide not to enter into a Contract with any Tenderer

13.2 Unbundling the requirement

a. The Principal may choose to unbundle projects at any time before or after Contract award. If the Requirement is unbundled:

   i. The Evaluation Panel will determine at its sole discretion which tenderer (or tenderers) will be considered for each unbundled requirement and/or whether to re-tender any unbundled requirement
   ii. Tenderers will be consulted to determine their interest in delivering unbundled requirements and the impact of the reduced requirement on their original tender response
   iii. Tenderers may be invited update their tender responses based on the unbundled requirement that they are being considered for
   iv. Tenders may be re-evaluated based the unbundled requirement that they are being considered for.

13.3 Access to site

a. For projects involving construction, successful Tenderer(s) will need to provide a Site-Specific Safety Plan (SSSP) that is assessed and approved by the Principal before any access to site is granted. The SSSP must include all known safety hazards and associated critical risks identified.

b. For projects requiring school access, a School Access Plan (SAP) for the management of worker access at the School will be agreed between the School, the successful Tenderer and the Principal.

   i. Tenderer's personnel (including all sub-consultants/contractor arrangements) who are likely to have unsupervised (not chaperoned by a teacher, school staff member or parent) access to students at the School during normal school hours must be Police vetted.
   ii. A Police vet comprises a criminal conviction check and check of other relevant information held by the New Zealand Police Vetting Service.

iii. Police vets will be reviewed by the School Board. An adverse police vet may result in the vetted person being refused access to the School.

14. Notification of outcome

a. Unsuccessful Tenderers will be informed of the outcome in writing at any point after the conclusion of negotiations but no later than 30 business days after the date the Contract is signed.

b. The notification may include advising the name of the Successful Tenderer and may offer a debrief to the Tenderer (a debrief must be offered for Tenders valued at $100,000 and above).

c. The Principal may make public the name of the successful Tenderer and any unsuccessful Tenderer(s) and where applicable, will publish a Contract Award Notice on GETS.

15. Tenderers debrief

a. Tenderers will have 30 Business Days from the date of their notification, to request a debrief.

b. The Principal will provide the debrief within 30 Business Days of the date of the request, or of the date the Contract is signed, whichever is earlier.

c. A debrief may be provided by letter, email, phone or at an in-person or virtual meeting. The debrief will:

i. Provide the reasons why the Tender was or was not successful
ii. Explain how the Tender performed against pre-conditions (if applicable) and the evaluation criteria
iii. Indicate the Tender's relative strengths and weaknesses
iv. Explain, in general terms, the relative advantage(s) of the successful Tender
v. Seek to address any concerns or questions from the Tenderer, and
vi. Seek feedback from the Tenderer on the RFx and the RFx process.

16. Issues and Complaints Process

a. In good faith, issues and complaints about the RFx, or the RFx process should first be raised with the Tender Point of Contact in the RFx document.

b. If the issue cannot be resolved, Tenderers may escalate to the Ministry's Infrastructure Procurement Team using the specified email and subject line in the RFx document.

17. Costs of Participating

a. Each Tenderer will meet its own costs associated with the preparation and presentation of its Tender and any negotiations.

18. Ownership and IP

a. The RFx and its contents remain the property of the Principal. All Intellectual Property rights in the RFx remain the property of the Principal or its licensors.

b. The Principal may request the immediate return or destruction of any or all RFx documents and any copies. Tenderers shall comply with any such request in a timely manner.

c. All documents forming the Tender will, when submitted to the Principal, become the property of the Principal. Tenders will not be returned to Tenderers at the end of the RFx process.

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

19. Offer Validity Period

a. Tenders must remain open for acceptance for the period stated in the RFx. In submitting a Tender, the Tenderer will be deemed to be representing that their Tender remains open for acceptance and with not be withdrawn for the duration of the Offer Validity Period.

b. Offer Validity Periods may be extended by written agreement between the Principal and the Tenderer.

20. No Binding Legal Relationship

a. No legal or other obligations shall arise between the Tenderer and the Principal in relation to the conduct or outcome of the RFx process unless and until a Contract is entered into between those parties.

b. Neither the RFx, nor the RFx process, creates a process contract or any legal relationship between the Principal and any Tenderer, except in respect of:

   i. the Tenderer's declaration in its Tender
   ii. the Offer Validity Period
   iii. the Tenderer's statements, representations and/or warranties in its Tender and in its correspondence and negotiations with the Principal

c. The Principal, its agents and advisors will not be liable in contract or in tort or in any other way for direct or indirect damage, loss or cost incurred by any Tenderer or other person in respect of the RFx process.

21. Conflicts of Interest

a. Each Tenderer must complete the Conflict-of-Interest Declaration in the Response Form and must immediately inform the Principal should a Conflict of Interest arise during the RFx process.

b. A material Conflict of Interest may result in the Tenderer being disqualified from participating further in the RFx process.

22. Ethics & Probity

a. Tenderers must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Principal.

b. Any Tenderer who attempts to influence the outcome of the RFx may be disqualified from participating further in the RFx process.

c. The Principal reserves the right to require additional declarations, or other evidence from a Tenderer, or any other person, throughout the RFx process to ensure probity of the RFx process.

d. Probity will be managed by the Procurement Lead unless otherwise stated in the procurement documentation.

23. Anti-collusion and bid rigging

a. Tenderers must not engage in collusive, deceptive or improper conduct in the preparation of their Tenders or other submissions or in any discussions or negotiations with the Principal. Such behaviour will result in the Tenderer being disqualified from participating further in the RFx process. In submitting a Tender, the Tenderer warrants that its Tender has not been prepared in collusion with a competitor.

b. The Principal reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Tenderers to the appropriate authority and to give that authority all relevant information including a Tenderer's Tender.

24. Defined Terms

In relation to the RFx, the following terms have the meanings described below.

Term	Meaning
Business Day	Any weekday 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.
Confidential Information	Information that: a. is by its nature confidential b. is marked by either the Principal or a Tenderer as CONFIDENTIAL, COMMERCIALLY SENSITIVE, SENSITIVE, IN-CONFIDENCE, TOP SECRET, SECRET, and/or RESTRICTED c. is provided by the Principal, a Tenderer, or a third party in confidence d. the Principal or a Tenderer 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 Principal or a Tenderer.
Conflict of Interest	A Conflict of Interest arises if a Tenderer's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Principal under the RFx, or in the provision of the goods, services or works. It means that the Tenderer's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be: 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 believe that a person is compromised.
Contract	The written contract/s entered into by the Principal and the Successful Tenderer for the delivery of the Requirements.
Contract Award Notice	A Contract Award Notice published on GETS.
Deadline for Questions	The deadline for Tenderers to submit questions to the Principal as stated in the Indicative Timeline in the RFx.
Deadline for Tenders	The deadline that Tenders are to be submitted to the Principal as stated in the RFx.
Evaluation Panel	
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
Ministry	The Ministry of Education
Offer Validity Period	The period of time when a Tender (offer) is held open by the Tenderer for acceptance by the Principal as stated in the RFx.
Point of Contact	The Principal's Point of Contact is identified in the RFx. The Tenderer's Point of Contact is identified in its Tender

Principal	The Ministry of Education or School Board that will be the signatory to the Contract resulting from the RFx.
Proposed Contract	The Contract terms and conditions proposed by the Principal for delivering the Requirements, as described in the RFx.
Requirements	The goods, services and/or works described in the Requirements section of the RFx.
Response Form	The form and declaration prescribed by the Principal and used by a Tenderer to respond to the RFx, duly completed and submitted by a Tenderer as part of the Tender
RFP	Request for Proposal
RFQ	Request for Quote
RFT	Request for Tender
RFx	Generic term for either an RFQ, ROI, RFT or RFP
ROI	Registration of Interest
RFx-Terms	Short for this RFx Process, Terms and Conditions document.
Successful Tenderer	Following the evaluation of Tenders and successful negotiations, the Tenderer/s awarded Contract/s to deliver all or part of the Requirements.
Tag	Anything identified in a Tender that departs from or clarifies items contained in the RFx documents including proposed changes (amendments, additions or exclusions), qualifications, assumptions or clarification to a Tender Document (including the Proposed Contract)
Tag Premium	A value applied to offset the Principal’s acceptance of the Tag.
Tender	A written response to the RFx submitted by a Tenderer in the format of the Response Form including a Tender, Registration, Proposal or Quote
Tenderer	A person, organisation, business or other entity that may or does submit a Tender in response to the RFx, and includes the Tenderer's officers, employees, contractors, consultants, agents, representatives and, in the case of a joint venture, consortium or similar arrangement, the parties to that arrangement
Tenderer's Declaration	The declaration included in the Response Form used by a Tenderer to respond to the RFx
Tender Documents	Documents attached to an RFx and which form part of the RFx
Tender Notice	The advertisement published on GETS for an RFx to which the RFx document and other Tender Documents have been attached
Tender Notification	A supplemental notice published against the Tender Notice in GETS informing Tenderers of additional information, clarifications and changes to an RFx and/or the RFx process