



# New Zealand at Expo 2020 Invitation to Participate

## Supplier Proposal Form

This is an invitation to submit a proposal to supply products and services which may be used in the New Zealand Pavilion building, hosting facilities, restaurant and design store, or by the New Zealand at Expo 2020 project, as part of an opportunity to showcase New Zealand brands and products at Expo 2020 Dubai.

More information about the Invitation to Participate is available at [nzatexpo.govt.nz](http://nzatexpo.govt.nz).

### **Instructions**

Complete this Supplier Proposal Form and upload it along with any product documentation and price lists at [nzatexpo.govt.nz](http://nzatexpo.govt.nz).

Proposal submission portal accepts up to 12 files of up to 20 MB per file in pdf, doc, docx, xls, xlsx, jpeg, jpg, png and zip formats.

**Deadline: 5:00 p.m. on 2 November 2018 (NZT)**

## Section 1: Company details

<b>Company name</b>	Brewers Guild of New Zealand	<b>Proposal date</b> 2/11/2018
<b>Company address</b>	Po Box 1023, Christchurch, 8140	<b>Select which ITP category group/s apply based on the products proposed:</b>
<b>Contact person</b>	Sabrina Kunz	<input type="checkbox"/> Construction and fit-out
<b>Position</b>	Executive Director	<input checked="" type="checkbox"/> Hospitality
<b>Mobile phone</b>	0279291776	<input type="checkbox"/> Design Store
<b>Email</b>	sabrina@brewersguild.org.nz	<input checked="" type="checkbox"/> General/Consumables

### **Provide an overview of your company (Limit 300 words).**

- The Brewers Guild is the Industry Association for the brewing industry in New Zealand. We were incorporated as a society in November 2006.
- We are a voluntary, member-based organisation funded primarily through member fees. By volume of beer production, the Brewers Guild represent over 95% of the industry. We represent 96 of the estimated 195 breweries throughout New Zealand together with members from across the grain to glass supply chain- including, for example, New Zealand Hops and New Zealand's largest Malt producers.

### **For statistical purposes only**

Where is your company based? Canterbury  
How many employees do you have? 1-5 employees  
Is your company registered on the Expo 2020 procurement portal?  Yes  No

## **Section 2: Product details**

**Provide details of the specific product or products that you are proposing for consideration (limit 1 page). You may provide product documentation with specifications as supplementary information, please only include the pages specific to the products proposed.**

The Brewers Guild is seeking to facilitate a coalition of small to medium breweries to provide beer (and possibly cider) for the Pavillion's restaurant and hospitality offerings. The products will depend on hospitality requirements and long term distribution opportunities and the Coalition of Brewers that is formed.

There are around five Brewers Guild Members breweries who have expressed an initial interest in participating in a coalition to support the Pavillion and beyond into the Gulf States. Following attendance at the Gulf Showcase, NZTE Customer Managers consider that there may be other businesses interested when the volumes and other requirements and ongoing distribution options are clarified.

One member has agreed to be put forward as an example of their business and the range of potential offerings. (see **attached**).

The Brewers Guild would play a role as a single point of contact to facilitate a coalition – to the point at which a commercial arrangement is established and can be separately maintained.

The purpose of this submission is to ensure that small to medium breweries have the opportunity to gain a better understanding of the hospitality requirements as they crystalise and to ensure that there is a diverse range of New Zealand crafted beers available that reflect the innovation and quality of the industry.

**Provide details of warranties, distribution network and after sales service support associated with your product/s.**

Insert response here.



## **Section 3: Questions**

### ***Export markets***

**What are your key export markets (if any)? FOR INDUSTRY**

<u>Market</u>	<u>Time in market</u>	<u>% of Product Range</u>
Australia	Insert response here.	Insert response here.
China	Insert response here.	Insert response here.
United States	Insert response here.	Insert response here.
Singapore	Insert response here.	Insert response here.
Sweden	Insert response here.	Insert response here.
United Kingdom	Insert response here.	Insert response here.

**Is your company currently exporting to the GCC market (United Arab Emirates, Saudi Arabia, Oman, Qatar, Bahrain and Kuwait)?**

Yes     No

**If Yes, which specific countries and since when?**

Insert response here.

**If No, what aspirations does your company have of operating in, or servicing, the GCC market and what is your planned timeline?**

Our members and interested breweries consider Expo 2020 to be a market entry opportunity and will actively seek opportunities to build a long term presence in the GCC. As the market is very tightly controlled by two key distributors, and there are quality issues to overcome, the planned timeline and strategy will depend significantly on whether a presence at Expo is possible.

### ***Innovation***

**What is your company's unique New Zealand product, innovation or story and how will the inclusion of your product help portray New Zealand as a design-led, contemporary, innovative country (limit 300 words)?**

New Zealand's beer sector has grown substantially over the past 10 years. Following from the NZ Beer Awards in September 2018, we have estimated that there are over 2000 New Zealand made beers available to consumers in New Zealand. This wide variety and innovation – including from small to medium breweries - and a focus on high quality ingredients, is the driver behind the economic growth of the industry. Showcasing this diversity will be key to leveraging long term growth opportunities for the sector.

Government have made a substantial investment in the Brewing Industry through MPI's Primary Growth Partnership program of \$5.3 million in the research and development of premium hops with the specific aim of accelerating the growth of New Zealand's hop and craft beer industries. The program, which is due to run over 7 years, is targeting a growth of the hop industry by \$89 million in revenue and a further \$82 million in beer industry revenue together with an additional 835 jobs. The growth is expected to be driven through increased exporting. This program will raise the profile of NZ Beer and Hops. The innovation in the program is also consistent with key areas of interest in the Gulf region – sustainability and agritech/ agricultural know-how.



### ***Alignment***

**Explain how your company and product aligns with the Expo 2020 theme ('Connecting Minds, Creating the Future'), New Zealand's Expo 2020 objectives and values, the New Zealand Pavilion's theme ('Care for People and Place') and will support creation of an authentic New Zealand experience (Limit 500 words).**

The Brewers Guild of New Zealand and its members promote a culture and policy of "Safe, Sensible, Sustainable" that commits all Guild members to work together to tackle social issues around alcohol and, at the same time, build a healthy, vibrant and diverse brewing industry.

The 'crafted' and small batch nature of New Zealand's brewing industry is strongly focused on sustainability – utilising local ingredients, hiring local and providing support to community events. The Brewing industry has a strong alignment with 'care of people and place'.

### ***Leverage***

**Explain your company's plan to leverage your involvement in Expo 2020 Dubai to take maximum advantage of the opportunity. Make reference to your plans for before, during and after the Expo 2020 Dubai event (limit 300 words).**

A 2013 report from New Zealand Institute of Economic Research noted a substantial opportunity for NZ Beer exports. Further, the Hapi Research program identifies significant economic return based on a marginal increase in export. The Brewers Guild is actively working with NZTE to conduct research into export market opportunities for our members. It has been identified that to leverage these opportunities many breweries need to undertake further preparation.

Our members participation in Expo 2020 will help prepare them for export not just to the GCC but into other markets. Increasing capability in Export is key to achieving overall economic growth. If accepted to Expo 2020 our members would look to the business relationships that can be created with other country delegates.

**Explain what benefit and opportunities will unlock for your company by being associated with New Zealand at Expo 2020 and the New Zealand Pavilion (limit 300 words).**

The key benefit of participating in the New Zealand Pavillion is that consumers and businesses will be able to experience a wide variety of high quality NZ beer. This exposure will help drive tourism and global demand for Kiwi beer.

For our members/ coalition participants the 'wrap around services' and additional support that will be available in the lead up to Expo 2020 mean that the opportunity is unparalleled in terms of coaching, in market connections.

### ***Sustainability***

**Explain how your company and products demonstrates sustainability values, principles and practices (limit 300 words).**

Insert response here.

**If any of your proposed products are reusable, what do you propose is done with the products post-Expo event (limit 300 words)?**

Depending on the type of product required – eg bottled or draught beer – there will certainly be opportunities to re-use. There are also possible partners that may be brought in to support this.

### ***Reputation***

**We are committed to engaging with responsible and reputable companies. Is there any reason your company could be perceived as not being both responsible and reputable (limit 300 words)?**

No.

**Confirm that your company's products are free of unacceptable supply chain practices (e.g. modern-day slavery, exploitation of child labour, animal testing, corruption etc.) and outline the steps your company takes to ensure its products are free of such practices (limit 300 words).**

Insert response here.

### ***Further information***

**Is there any further information, not already covered in your proposal, which you would like to provide for consideration (limit 300 words)?**

New Zealand's beer industry has clear opportunities for economic growth from Export and Tourism resulting in benefit for the whole of New Zealand. The 'crafted' and small batch nature of New Zealand's brewing industry is strongly focused on

Overall, there seems to be a strong support and investment by Government in New Zealand's brewing sector and Expo 2020 could provide an opportunity for acceleration of growth through exposure to the Gulf Region and other markets.

## **Section 4: Offer details**

**Does your offer include a value in-kind contribution?**

Yes     No

**If Yes, provide details of your value in-kind offer, which may be drawn down at no cost until the value is reached, including:**

- Value in New Zealand Dollars; and
- Proposed drawdown structure/method, and if relevant, any restrictions on drawdown, such as specific products excluded or the amount contingent on an overall value of orders placed.

Insert response here.

**If No, provide details of your offer including whether it is at discounted or full cost rates.**

Insert response here.

**Is your offer based on providing products to a NZ at Expo specified location in Dubai, in New Zealand or to either?**

Insert response here.

**Are there any costs associated with accessing your offer, which are not covered by your offer?**

Yes     No

**If Yes, please provide details.**

Insert response here.

*Please include product price lists as attachments (if relevant to your offer).*

## **Section 5: Sponsorship**

**Is your company interested in becoming a sponsor of New Zealand at Expo 2020?**

Yes     No

**If Yes, please provide contact details for the most appropriate person for the New Zealand at Expo 2020 Commercial Manager to contact.**

Name    Insert response here.

Position    Insert response here.

Phone    Insert response here.

Email    Insert response here.

## **Section 6: Declaration of interest**

**Does your company or anyone acting on behalf of your company, in relation to this proposal, have any potential or actual conflicts of interest, or reason to believe any conflict may be perceived? Declaring an interest isn't bad, as almost all interests can be managed. This helps us ensure we can manage interests and run a fair and robust process.**

Yes     No

**If Yes, please provide details.**

Insert response here.

## **Section 7: Declarations**

- I have read, understand and agree to the New Zealand at Expo 2020 Invitation to Participate Terms and Conditions;
- I understand that New Zealand at Expo may share this response and any associated information within NZTE and with partners of New Zealand at Expo 2020, in whole or in part, for the purpose of participating in the ITP response and review process;
- The statements in the response are true and the information provided is complete and correct, and there have been no misleading statements or omissions of any relevant facts nor any misrepresentations made;
- I have secured all appropriate authorisations to submit the response, to make the statements and to provide the information in the response;
- I have identified no actual, potential or perceived conflict of interest (except any already declared in the response) in submitting the response, or entering into a contract to carry out the project. Where a conflict of interest arises during the response or review process, I agree to report it immediately to New Zealand at Expo by emailing [procurement@nzatexpo.govt.nz](mailto:procurement@nzatexpo.govt.nz); and
- I understand that the falsification of information, supplying misleading information, or the suppression of material information in this response, may result in the response being eliminated from the review process and may be grounds for termination of any contract awarded as a result of this process.

Name: Sabrina Kunz \_\_\_\_\_ Position: Executive Director \_\_\_\_\_

Signature:  \_\_\_\_\_ Date: 02/11/2018

## New Zealand at Expo 2020 Invitation to Participate Terms and Conditions

### 1. General

- a. These terms and conditions (the **Terms and Conditions**) are non-negotiable and do not require a response. Each Respondent that submits a Supplier Proposal Form (**Proposal**) has confirmed by their signature on the Proposal that the Terms and Conditions are accepted without reservation or variation.
- b. The Invitation to Participate (ITP) is administered by the New Zealand at Expo 2020 Project Team (**NZ at Expo**), a team within New Zealand Trade and Enterprise (**NZTE**). Any reference to NZ at Expo in the Terms and Conditions, is also a reference to NZTE.

### 2. Preparing a Proposal

- a. Respondents are to use the Supplier Proposal Form provided and include all information requested by NZ at Expo in relation to the ITP.
- b. By submitting a Proposal the Respondent accepts that it is bound by these Terms and Conditions.
- c. Each Respondent should satisfy itself as to the interpretation of the ITP. If there is any perceived ambiguity or uncertainty in the ITP document/s, Respondents should seek clarification from NZ at Expo prior to submitting a Proposal.
- d. Proposals are to remain valid and open for acceptance by NZ at Expo for a period of six months from the ITP closing date.

### 3. Reliance by NZ at Expo

- a. NZ at Expo may rely upon all statements made by any Respondent in their Proposal and in correspondence or negotiations with NZ at Expo or its representatives. If a Proposal is selected, any such statements may be included in any agreement.
- b. Each Respondent must ensure all information provided to NZ at Expo is complete and accurate. NZ at Expo is under no obligation to check any Proposal for errors, omissions, or inaccuracies. Each Respondent will notify NZ at Expo promptly upon becoming aware of any errors, omissions, or inaccuracies in its Proposal or in any additional information provided by the Respondent.
- c. NZ at Expo may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. Respondents will endeavour to respond to requests in a timely manner. NZ at Expo is not required to request the same clarification or information from each Respondent.

### 4. Ownership and intellectual property

- a. Ownership of the intellectual property rights in a Proposal does not pass to NZ at Expo. However, in submitting a Proposal, each Respondent grants NZ at Expo a non-exclusive, transferable, perpetual license to use and disclose its Proposal for the purpose of review and decision making related to New Zealand's participation at Expo 2020. Any hard copy Proposal or documentation supplied by you to NZ at Expo may not be returned to you.
- b. By submitting a Proposal, each Respondent warrants that the provision of that information to NZ at Expo, and the use of it by NZ at Expo for the review of the Proposal and for any resulting negotiation, will not breach any third-party intellectual property rights.

### 5. Confidentiality

- a. NZ at Expo is bound by the Official Information Act 1982 ("OIA"), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law. While NZ at Expo intends to treat information in Proposals as confidential, to ensure fairness for Respondents during the review and decision

making process, the information can be requested by third parties and NZ at Expo must provide that information if required by law. If NZ at Expo receives an OIA request that relates to information in this Proposal, where possible, NZ at Expo will consult with you and may ask you to confirm whether the information is considered by you to be confidential or commercially sensitive, and if so, to explain why.

- b. Each Respondent authorises NZ at Expo 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 its review of the Respondent's Proposal.
  - c. To facilitate discussions between NZ at Expo 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.
  - d. NZ at Expo may disclose any Proposal and any related documents or information provided by the Respondent or collected from any relevant third party, to any person who is directly involved in the ITP response and review process on its behalf including officers, employees, consultants, contractors and professional advisors of NZ at Expo or of any government agency. The disclosed information will only be used for the purpose of participating in the ITP response and review process, which will include carrying out due diligence. If a Proposal is selected, information provided in the Proposal and any related documents may be used for the fulfilment of any subsequent agreement.
  - e. In the interests of public transparency, if a Proposal is selected, the Proposal (and any related documents) may be published by NZ at Expo. Commercially sensitive and personal information will be redacted by reference to the provisions of the Official Information Act 1982.
- ### 6. Proposal review and selection
- a. In the review and decision making process NZ at Expo may consider a range of factors as outlined in the ITP documentation, including the impact ITP decisions may have on the broader project including the Partnership Programme.
  - b. As part of the review process NZ at Expo may enter into dialogue and offer negotiations with select Respondents before confirming selection.
  - c. NZ at Expo will notify unsuccessful Respondents in writing of the outcome of the review process and will include feedback on the Proposal, including the reason/s for not being selected. NZ at Expo does not intend to engage unsuccessful Respondents in face-to-face debriefs.
  - d. NZ at Expo may, at its sole discretion, exclude Respondents from participating in the ITP if it has evidence of any of the following:
    - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP;
    - ii. the Proposal 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; or
- x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

**7. Limitation of Advice**

- a. Any advice or feedback given by NZ at Expo, any other government agency, their officers, employees, advisers, or other representatives about the content of your Proposal does not commit the decision maker to make a decision about your Proposal.

**8. Issues and complaints**

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

**9. No contractual obligations created**

- a. No contract or other legal obligations arise between NZ at Expo and any Respondent out of, or in relation to, the response and review process, until a formal written contract (if any) is signed by both NZ at Expo and a successful Respondent.

**10. No process contract**

- a. The ITP response and review process does not legally oblige or otherwise commit NZ at Expo to proceed with that process or to review any particular Respondent's Proposal or enter into any negotiations or arrangements with any Respondent. For the avoidance of doubt, this response and review process does not give rise to a process contract.

**11. Costs and expenses**

- a. NZ at Expo is not responsible for any costs or expenses incurred by you in the preparation of a Proposal.

**12. Exclusion of liability**

- a. Neither NZ at Expo or any other government agency, nor their officers, employees, advisers or other representatives will be liable (in contract or tort, including negligence, or otherwise) for any direct or indirect damage, expense, loss or cost (including legal costs) incurred or suffered by any Respondent, its affiliates or other person in connection with this response and review process, including without limitation:
  - i. the review process
  - ii. the preparation of any Proposal
  - iii. any investigations of or by any Respondent
  - iv. concluding any agreement
  - v. the acceptance or rejection of any Proposal, or
  - vi. any information given or not given to any Respondent(s).
- b. By participating in this ITP response and review process, each Respondent waives any rights that it may have to make any claim against NZ at Expo. To the extent that legal

relations between NZ at Expo and any Respondent cannot be excluded as a matter of law, the liability of NZ at Expo is limited to \$1.

- c. Nothing contained or implied in or arising out of the ITP documentation or any other communications to any Respondent shall be construed as legal, financial, or other advice of any kind.

**13. Inducements**

- a. You must not directly or indirectly provide any form of inducement or reward to any NZ at Expo member, officer, employee, advisor, or other representative of NZ at Expo or any other government agency in connection with this response and review process.

**14. Governing law and jurisdiction**

- a. The ITP response and review process will be construed according to, and governed by, New Zealand law and you agree to submit to the exclusive jurisdiction of New Zealand courts in any dispute concerning your Proposal.

**15. Public statements**

- a. NZ at Expo and any other government agency, or any relevant Minister, may make public in whole or in part your Proposal or information contained within. Commercially sensitive and personal information will be redacted by reference to the provisions of the Official Information Act 1982.
- b. NZ at Expo asks Respondents not to release any media statement or other information relating to the submission or approval of any Proposal to any public medium without prior agreement of NZ at Expo.

**16. NZ at Expo's additional rights**

- a. Despite any other provision in the ITP, NZ at Expo may:
  - i. amend, suspend, cancel and/or re-issue the ITP, or any part of the ITP;
  - ii. make any material change to the ITP on the condition that Respondents are given a reasonable time within which to respond to the change;
  - iii. accept a late Proposal if it is NZ at Expo's fault that it is received late;
  - iv. in exceptional circumstances, accept a late Proposal where it considers that there is no material prejudice to other Respondents. NZ at Expo will not accept a late Proposal 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 Proposal;
  - v. accept or reject any Proposal, or part of a Proposal;
  - vi. accept or reject any non-compliant, non-conforming or alternative Proposal;
  - vii. decide not to enter into any form of agreement with any Respondent;
  - viii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent;
  - ix. provide or withhold from any Respondent information in relation to any question arising in relation to the ITP. 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;
  - x. waive irregularities or requirements in or during the ITP process where it considers it appropriate and reasonable to do so.