

Supporting a supermarket competitor

Request for Information (RFI)

MARCH 2025



**MINISTRY OF BUSINESS,
INNOVATION & EMPLOYMENT**
HĪKINA WHAKATUTUKI

Te Kāwanatanga o Aotearoa
New Zealand Government



**MINISTRY OF BUSINESS,
INNOVATION & EMPLOYMENT**
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Ministry of Business, Innovation and Employment (MBIE) Hīkina Whakatutuki – Lifting to make successful

MBIE develops and delivers policy, services, advice and regulation to support economic growth and the prosperity and wellbeing of New Zealanders.

MORE INFORMATION can be found on our website: www.mbie.govt.nz.

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Request for Information (RFI)

by: Ministry for Business Innovation and Employment (MBIE)

for: Supporting a supermarket competitor

RFI released: 30/03/2025

Deadline for Responses: 12/05/2025

Ministry for Business Innovation and Employment

www.mbie.govt.nz

15 Stout Street,
Wellington 6011

The information we require

This Request for Information (RFI) is issued by the Ministry of Business Innovation and Employment referred to below as “we” or “us” or “MBIE”.

We require information to help us identify and understand:

- Parties which may have interest to enter, or expand their current offering, in the New Zealand retail grocery market to provide a full range of groceries at scale throughout New Zealand.
- Current regulatory or commercial barriers that may limit entry or expansion by these parties.
- Government support which may be needed to facilitate this entry or expansion by these parties.

This RFI will inform policy decisions on potential regulatory changes or support for new entrants or those looking to expand their current offering. It is not intended to be used for procurement purposes.

We need to know:

1. What are the ideal conditions for you to enter and grow in the New Zealand retail grocery market?
2. What regulatory or commercial barriers to entry or expansion do you or would you face, that limit your ability to enter or expand in the New Zealand retail grocery market?
3. How can government ensure the right conditions exist to overcome barriers to entry and expansion?

Section 2 provides more detail on the type of information that would be useful to provide in your response.

What we don't want

We are seeking information from firms or groups who have the capability and capacity to provide New Zealand consumers with a full range of grocery products, at scale across New Zealand.

At this stage, we do not require fully developed business cases or proposals, however respondents are free to provide any information you think may be relevant for us to better understand your response.

We are not seeking advice or submissions on the state of competition or other issues in the New Zealand grocery sector, outside of information that may be useful in understanding your response to this RFI.

Why should you respond?

This is a unique opportunity to tell us how government can help you enter or grow in the New Zealand retail grocery market.

Government will not be making any decisions on proposals it may support at this stage. The information you provide will help to inform next steps, including decisions to seek more formal proposals for government support.

New Zealand has an international reputation for being business-friendly and consistently ranks highly in international surveys assessing the business environment such as the World's Bank's *Doing Business*. On top of this, the Government has a strong interest in achieving a more competitive grocery sector and is willing to offer its support for parties which help to achieve this objective.

A bit about us

MBIE plays an important role in shaping and delivering a strong New Zealand economy. We develop and deliver policy, services, advice and regulation to support business growth, competitive markets and prosperity and wellbeing of all New Zealanders.

SECTION 1: Key Information

1.1 Context

- a. This Request for Information (RFI) seeks information that will help MBIE determine its requirements for any future procurement opportunity to provide government support to a group or firm that is seeking to enter or grow at scale in the New Zealand retail grocery market.
- b. For clarity, we are not seeking promotional information regarding your company or any commercially sensitive information. At any future Request for Proposal stage, you will have an opportunity to promote your business.
- c. Following this RFI, MBIE will decide on what process we will follow, if any.

1.2 Our timeline

Here is our timeline for this RFI (New Zealand times and dates):

Deadline for Responses: 11.59 pm Monday, 12 May 2025.

1.3 How to contact us

- a. Contact us through the tender page on the Government Electronic Tenders Service (GETS) (www.gets.govt.nz).

1.4 Developing and submitting your information

- a. This is not a tender process.
- b. Take time to read and understand the RFI. In particular, understand our requirements. These are in Section 2 of this document.
- c. If you have questions, ask our Point of Contact before the Deadline for Questions (see 1.2 above).
- d. Submit your Response before the Deadline for Responses preferably using a PDF file and please note where information is confidential or commercially sensitive.

1.5 Address for submitting your Response

Submit your Response through the tender box on the GETS tender page.

We will not accept Responses sent by post or delivered to our office.

1.6 Our RFI Terms

The RFI is subject to the RFI Terms in Section 3 below.

1.7 Later changes to the RFI or RFI process

- a. After publishing the RFI, if we need to change anything or provide additional information, we will let all respondents know by placing a notice on the Government Electronic Tenders Service (GETS) at www.gets.govt.nz.
- b. If you downloaded the RFI from GETS you will automatically receive notifications of any changes through GETS.

SECTION 2: Our Requirements

2.1 Background

In 2022, the Commerce Commission completed a market study into the New Zealand retail grocery sector. It found that:

- the market is dominated by three main retailers (Foodstuffs North Island, Foodstuffs South Island and Woolworths New Zealand).
- competition between these players is muted, and if competition in the market was stronger, consumers would benefit from better pricing, quality and range of grocery products.
- New Zealand grocery prices appear high by international standards and the scale and pace of innovation is lower than would be expected from a more competitive market.

In response, the Government passed legislation to implement recommendations made by the Commerce Commission's study to improve competition in the grocery sector. The changes made include:

- new oversight and reporting arrangements, supported by a new Grocery Commissioner
- a new regulatory regime for wholesale supply
- additional supplier-focused protections and a Grocery Supply Code of Conduct
- a new dispute resolution scheme for suppliers and wholesale customers of the major grocery retailers
- prohibitions on restrictive and exclusive covenants over land and leases in the sector
- requirements for standardised unit pricing, for ease of price comparison.

Further details of key initiatives can be found on MBIE's website [here](#).

Entry by a large new player, or significant growth of an existing player in the New Zealand retail grocery sector would help to improve competition, for the benefit of consumers. The Government is reaching out to potential challengers to understand what the barriers to entry and expansion are and if there is any government support required. This RFI is the first step in that process.

The Commerce Commission is also undertaking work to improve competition

The Commerce Commission has a broad programme of work under the new legislation aimed at improving competition in the sector. More information about its work can be found on its website [here](#).

The Commerce Commission's recent work includes an inquiry into the wholesale grocery market. The Grocery Industry Competition Act ("Grocery Act") requires Woolworths, Foodstuffs North Island, and South Island ("Foodstuffs") to establish systems to facilitate wholesale supply to other grocery retailers. This is intended to make it easier for newer, and smaller retailers to obtain a reliable and cost-effective supply of groceries, while they establish themselves in the market.

The Commerce Commission's September 2024 Annual Grocery Report found that high prices and a lack of access to key products means that the wholesale regime is not working as well it could.¹ The Commerce Commission is due to complete its inquiry into wholesale by mid-2025.

2.2 Key outcomes

- | | |
|----|---|
| #1 | The Government identifies parties who have an interest in, and capacity and capability, to provide a full range of retail grocery offerings at scale across New Zealand |
| #2 | The Government identifies why these parties have not been able to enter or grow in the New Zealand retail grocery market. |
| #3 | The Government identifies regulatory changes or other support required to enable these parties to grow or enter the New Zealand market. |
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2.3 Further detail on the information we require

Some of the information that will be useful to provide is listed below.

Information about your firm or your proposal

For example:

- Where do you currently operate, or propose to operate?
- Where do you currently source, or plan to source, grocery supply?
- What range of groceries do you offer, or expect to offer?
- Over what timeframes could you enter or grow to offer a full range of groceries at scale?

What are the key market and regulatory conditions you are looking for? What is preventing or limiting you from entering or expanding in the New Zealand retail grocery market?

For example:

- Ease of obtaining grocery supply.
- Ease of finding suitable sites to lease or develop.
- Difficulties reaching scale.
- Other commercial barriers.
- Regulatory barriers e.g. food safety or biosecurity requirements, overseas investment approvals or alcohol licensing.

¹ [Annual-Grocery-Report-2024.pdf](#)

What regulatory changes/support is required to enable you to grow or enter the New Zealand market?

For example:

- Support through government approvals processes.
- Assistance in understanding or meeting government regulation.
- Help with identifying or accessing land for development.
- Exemptions from certain regulations.
- Support to obtain grocery supply.

Please provide specific details that will help us understand why these issues are barriers that cannot be overcome without government support.

SECTION 3: RFI Terms

Defined terms are shown using capitals. You can find definitions at the end of this Section.

Preparing and submitting a Response

3.1 Preparing a Response

a. Respondent obligations

The Respondent must:

- i. read the complete RFI and any additional information provided and referred to by the Buyer;
- ii. respond using the RFI Response Form provided and include all information the Buyer requests;
- iii. consider the risks and contingencies relating to the delivery of the RFI requirements and outline how it will manage those risks and contingencies;
- iv. include any assumptions, dependencies and/or qualifications in the Response, including anything that may limit its obligations;
- v. obtain independent advice before submitting a Response (if necessary); and
- vi. make sure the Response is correct and the Response pricing is sustainable, i.e. covers the Whole-of-Life of the Contract, not just the initial term.

b. Process acceptance

By submitting a Response, the Respondent accepts the RFI Terms.

c. No obligation, no penalty

Providers are not expected or required to submit a Response in order to remain on any prequalified or registered provider list.

3.2 Respondent questions

- a. The Respondent must make sure they understand the RFI.
- b. If the Respondent has any questions or needs clarification, they:
 - i. must submit questions before the Deadline for Questions (Section 1 of the RFI);
 - ii. must clearly indicate any commercially sensitive information in their questions; and
 - iii. may withdraw their questions at any time.
- c. When the Buyer receives questions before the Deadline for Questions:
 - i. the Buyer will respond on or before the Deadline for Answers;

- ii. the Buyer may provide details of both the questions and the answers to other Respondents. In these circumstances the Buyer will summarise the questions and will not disclose the Respondent's identity;
- iii. Unless stated otherwise in the RFI, the Buyer will post both the questions and answers on GETS; and
- iv. The Buyer will not publish the Respondent's commercially sensitive information. However, if the Buyer considers the information to be significant for all Respondents, the Buyer may modify the question and publish both this and the answer. In that case, the Buyer will first give the Respondent the opportunity to withdraw the question or remove any of their own commercially sensitive information.

3.3 Submitting a Response

- a. The Respondent must ensure the Buyer receives the Response at the correct address on or before the Deadline for Responses.
- b. After the Deadline for Responses, the Buyer will acknowledge receipt of the Response.
- c. The Respondent must ensure that all information they provide to the Buyer:
 - i. is true, accurate and complete;
 - ii. is not misleading in any material respect;
 - iii. does not contain material that infringes a third party's intellectual property rights; and
 - iv. is identical, if they supply both hard and soft copies.
- d. The Buyer may rely on the Response and all information provided by the Respondent during the RFI process (e.g. correspondence and negotiations).

3.4 Clarification of Response

- a. The Buyer may ask the Respondent for more information or clarification on the Response at any time during the RFI process.
- b. The Buyer need not ask all Respondents for the same clarification.
- c. The Respondent agrees to provide the information or clarification as soon as possible, in the format requested by the Buyer.

Standard RFI conditions

3.5 Buyer's Point of Contact

- a. The Respondent must direct all RFI enquiries to the must be submitted through the Q&A function in GETS.
- b. Only the Point of Contact, or a person authorised by the Buyer, may communicate with the Respondent on any aspect of the RFI. The Buyer will not be bound by any statement made by any other person.

- c. The Buyer may change its Point of Contact at any time. The Buyer will notify the Respondent of any change by email or posting a notification on GETS.
- d. If a Respondent has an existing contract with the Buyer, business as usual communications, for the purposes of managing delivery of that contract, will continue using the usual contacts.
- e. If the Respondent has an existing contract with the Buyer, the Respondent must not use its business-as-usual communications to contact the Buyer regarding the RFI.

3.6 Conflict of Interest

- a. The Respondent must complete the Conflict of Interest declaration in the RFI Response Form. If a joint Response is being submitted, each party must complete the Conflict of Interest declaration separately.
- b. If a Conflict of Interest arises during the RFI process, the Respondent must inform the Buyer immediately.
- c. The Buyer may exclude a Respondent from the RFI process if a material Conflict of Interest arises.

3.7 Confidential Information

- a. Without limiting any other confidentiality agreement between them, the Buyer and the Respondent will both take reasonable steps to protect the other party's Confidential Information.
- b. Except as permitted by the other provisions of this Section 3, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.
- c. Each party may each disclose the other party's Confidential Information to anyone who is directly involved in the RFI process on that party's behalf, but only for the purpose of participating in the RFI. This could include (but is not limited to) officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors. Where this occurs, the disclosing party must take reasonable steps to ensure the third party does not disclose the information to anyone else, and does not use the information for any purpose other than participating in the RFI process.
- d. The Respondent acknowledges that the Buyer's confidentiality obligations are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 2020, parliamentary and constitutional convention, and any other obligations imposed by law. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information, the Buyer may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.
- e. The Respondent may disclose the Buyer's Confidential Information to the extent strictly necessary to comply with law or the rules of any stock exchange on which the securities of the Respondent or any related entity are currently listed. Unless prohibited by law, the Respondent must consult with the Buyer before making such a disclosure.
- f. The Buyer will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.

3.8 Costs of participating in the RFI process

Except as otherwise stated in the RFI, the Respondent must meet their own costs associated with the preparation and presentation of the Response.

3.9 Ownership of documents

- a. The RFI and its contents remain the property of the Buyer. All Intellectual Property rights in the RFI remain the property of the Buyer or its licensors.
- b. The Buyer may request the immediate return or destruction of any RFI documents and any copies, in which case the Respondent must comply in a timely manner.
- c. All documents forming part of the Response will, once they are delivered to the Buyer, become the property of the Buyer. The Response will not be returned to the Respondent.
- d. Intellectual Property rights in the Response remain the property of the Respondent or its licensors.
- e. The Respondent grants to the Buyer a licence to retain, use, copy and disclose information contained in the Response for any purpose related to the RFI process, including keeping appropriate records.

3.10 Limited rights and obligations

- a. Except as stated otherwise in this paragraph, nothing in the RFI, these RFI Terms or the RFI process creates a contract or any other legal relationship between the Buyer and Respondent.
- b. The following are binding on the Respondent:
 - i. The Respondent's signed declaration (contained in the RFI Response Form).
 - ii. The Respondent's obligations under paragraphs 3.1, 3.3 and 3.6. Nothing in this Section 3 takes away from any rights or remedies the Buyer may have in relation to the Respondent's statements, representations or warranties in the Response or in correspondence with the Buyer.
 - iii. The standard RFI conditions in Section 3.
- c. Paragraphs 3.4 and 3.9 are binding on the Buyer.
- d. All terms and other obligations that are binding on the Buyer are subject to the Buyer's additional rights in paragraph 3.11.

3.11 Buyer's additional rights

- a. **Changes to the RFI**
 - i. The Buyer may amend, suspend, cancel or re-issue the RFI, or any part of it, so long as it notifies the Respondent.
 - ii. The Buyer may change material aspects of the RFI, such as the timeline or Requirements, provided it gives the Respondent time to respond to update its Response in relation to the changes.

b. Timeline

- i. The Buyer may accept a late Response if it is the Buyer's fault it is late, or if the Buyer considers there is no material prejudice to other Respondents in accepting a late Response.
- ii. The Buyer may answer a question submitted after the Deadline for Questions, and notify all Respondents about the submission of the question and the answer.

c. RFI Process

- i. The Buyer may liaise with any Respondent without informing, or doing the same, with any other Respondent.
- ii. The Buyer may provide Respondents with information arising from questions about the RFI.
- iii. The Buyer may withhold information arising from questions about the RFI. This may be the case if the information is unnecessary, is commercially sensitive, is inappropriate to supply at the time of the request or cannot be released for legal reasons.
- iv. The Buyer may waive requirements or irregularities around the RFI process if the Buyer considers it appropriate or reasonable to do so.

3.12 New Zealand law

The laws of New Zealand govern the RFI. Each Respondent agrees New Zealand courts have non-exclusive jurisdiction to rule in any dispute concerning the RFI or the RFI process. The Respondent agrees that it cannot bring any claim in relation to the RFI except in a New Zealand court.

3.13 Disclaimer

- a. Nothing contained or implied in the RFI, or RFI process, or any other communication by the Buyer to the Respondent is to be construed as legal, financial or other advice.
- b. The Buyer will endeavour to provide accurate information in any communication, but the Respondent accepts this information is not independently verified and may not be up-to-date.
- c. The Buyer will not be liable in contract, tort, equity, or in any other way for any direct or indirect damage, loss or cost incurred by the Respondent or any other person in respect of the RFI process, whether as a result of the Buyer exercising its rights under paragraph 3.11, the Buyer's negligence or breach of these RFI Terms, the Buyer failing to select the Respondent as the Successful Respondent, or any other cause.
- d. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors in connection with the RFI process, to all Respondents combined, is NZ\$5,000.
- e. The limitations and exclusions in paragraphs c and d above do not apply to any liability the Buyer may have for breach of confidentiality or infringement of the Respondent's intellectual property rights.

3.14 Precedence

- a. Any conflict or inconsistency in the RFI shall be resolved by giving precedence in the following descending order:
 - i. these RFI Terms
 - ii. all other Sections of the RFI document
 - iii. any additional information or document provided by the Buyer to Respondents through the Buyer'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 more recent information or document will prevail.

Definitions

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

Buyer	The government agency that has issued the RFI with the intent of obtaining information.
Confidential Information	<p>Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the RFI process, where that information:</p> <ul style="list-style-type: none">a. is by its nature confidentialb. is marked at the time of disclosure to the Recipient as 'confidential', 'in confidence', 'restricted', 'sensitive', 'secret' or 'top secret', and/orc. the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider. <p>However, this does not include information that is publicly available through no fault of the Recipient, or that the Recipient acquired entirely independently of the Provider.</p>
Conflict of Interest	<p>A Conflict of Interest arises if personal or business interests, relationships or obligations of the Respondent or any of its personnel do, could, or could be perceived to:</p> <ul style="list-style-type: none">a. conflict with the Respondent's obligations to the Buyer under the RFI or in the provision of the goods or services, and/orb. call into question the independence, objectivity or impartiality of any person involved in the RFI process on behalf of the Buyer. <p>A Conflict of Interest may be:</p> <ul style="list-style-type: none">c. actual: where the conflict currently existsd. potential: where the conflict is about to happen or could happen, ore. perceived: where other people may reasonably think that a person is compromised.
Deadline for Answers	The deadline for the Buyer to respond to questions submitted by a Respondent stated in Section 1.2 of the RFI.
Deadline for Responses	The deadline for delivering or submitting Responses to the Buyer as stated in Section 1 of the RFI.

Buyer	The government agency that has issued the RFI with the intent of obtaining information.
Deadline for Questions	The deadline for submitting questions to the Buyer as stated in Section 1 of the RFI.
GETS	Government Electronic Tenders Service available at www.gets.govt.nz .
Intellectual Property	All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including (but not limited to) copyright, trademarks, designs and patents.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFI process. The Buyer's Point of Contact is identified in Section 1 of the RFI. The Respondent's Point of Contact is identified in its Response.
Respondent	A person, company or organisation that submits a Response in response to the RFI. The term Respondent includes each member of any consortium.
Response	The response a Respondent submits in reply to the RFI. It comprises the Response Form and all other information submitted by a Respondent.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFI, duly completed and submitted by a Respondent as part of the Response.
RFI	Means the Request for Information.
RFI Terms	Means the RFI Terms as set out in Section 3 of the RFI.

For more definitions, click [HERE](#).



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