



Expressions of Interest

# Sydenham Yard Development Opportunity

ChristchurchNZ



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ChristchurchNZ is seeking expressions of interest (EOI) from suitably experienced developers and investors interested in acquiring Lot 1 and/or Lot 2 described in this EOI with the intention of delivering a residential development.

This EOI document sets out CNZ’s expectations, the process, and the terms and conditions that apply. Interested parties who wish to submit an EOI (Respondents) must respond in accordance with the requirements and terms and conditions set out in this document.

## Key Dates

EOI release date	18 August 2023
Questions closing date	15 September 2023
Deadline for EOI response	22 September 2023, 4pm



# The Opportunity

Sydenham Yard presents a unique opportunity to provide new, sustainable, high-quality affordable housing in one of Ōtautahi's most popular central suburbs, with easy access to shops, parks, and transport options close to the city centre.

The size and location of the site, coupled with the proposed zone change of the land, provides an opportunity to provide much-needed housing in an area targeted for growth. The site is close to the city centre and just a short walk to the commercial area of Sydenham, offering amenities such as supermarkets, schools, health and lifestyle services, and a diverse range of retail and hospitality providers.

Enjoying direct connections to a range of quality greenspace and recreational options such as the neighbouring Sydenham Park and its sports clubs, Johnson Street Reserve, and nearby Bradford Park, the site is well-positioned to provide housing choice for a range of ages-and-stages in a central Ōtautahi Christchurch location.

Over the fence the construction of a new Crown research facility is nearly underway, and with planned enhancements to nearby infrastructure and shared open space, this corner of Sydenham is gearing up to be one of Ōtautahi's most attractive neighbourhoods.

**ChristchurchNZ**





## Sydenham Yard

Sydenham Yard is a landmark site that reflects Sydenham’s diversity and industrial history. It was among the first areas in the city to introduce residential electricity and modern sewer and drainage infrastructure. At one point the balance of the block was home to the Sydenham Fire Station and local library, and Sydenham Park, just north of the Sydenham Yard site, played a big part in the suburb’s recreational history, becoming the key community asset it is today.

Up until 2022, Sydenham Yard was occupied by Citycare’s works yard and contained Council-owned community housing. The surrounding properties continue to house local infrastructure (water and electricity) as they have in the past, and a new Crown research facility is planned next door.

It is appropriate that the Sydenham Yard development recognises the surrounding residential and commercial sites, reflects the history of the area, and provides opportunities to integrate with adjoining housing and greenspace.



Key Property Information



Legal Description:	Lot 3 DP537999 Lot 5 DP559762
Tenure offered:	Freehold
Lot Size:	Lot 3 – 3,256sqm Lot 5 – 10,919sqm
Site Addresses:	Lot 3: 2 Barnett Avenue, Sydenham Lot 5: 14 Johnson Street, Sydenham
Operative Zoning:	Lot 3 – Residential Medium Density Zone Lot 5 – Part Industrial General Zone / Part Residential Medium Density zone
Current Status:	A subdivision consent (boundary adjustment) has been granted by the Christchurch City Council (RMA/2023/1044) to create two regular shape lots. Survey has been completed and has been lodged with LINZ, once conditions of consent have been satisfied CNZ will apply for titles.
Consent Notice:	Ground contamination Lot 3 DP537999 and Lot 5 DP559762 are subject to a consent notice in relation to contaminated land. The consent notice references a Tonkin & Taylor Detailed Site Investigation (DSI) issued in June 2019; this is available on request. However, all Respondents are responsible for completing their own due diligence on this.



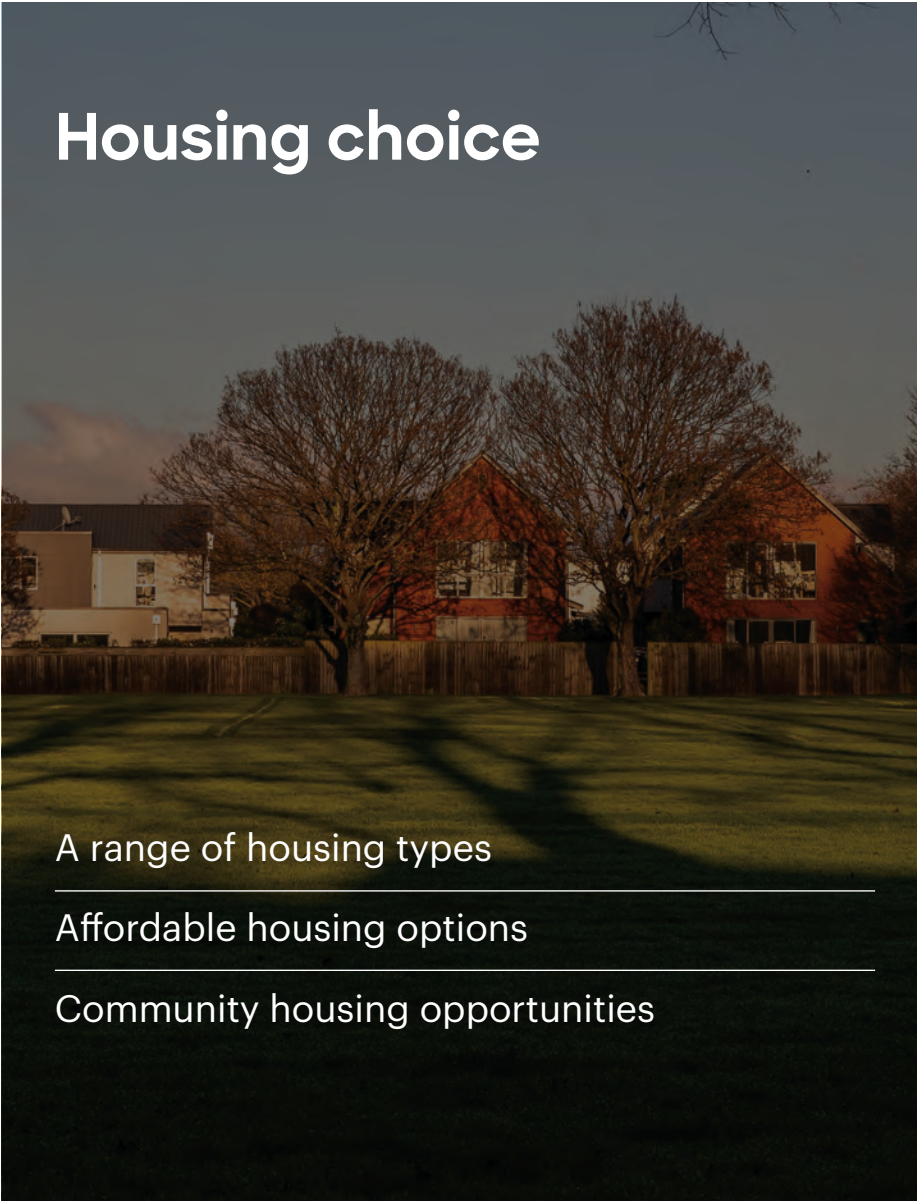
Legal Description:	Lot 1 LT 594283 Lot 2 LT 594283
Tenure offered:	Freehold
Lot Size:	Lot 1 – 8,850sqm Lot 2 – 5,304sqm All buildings which existed on the site will be demolished.
Site Addresses:	Lot 1: new Johnson Street, Sydenham Lot 2: 14 Johnson Street, Sydenham
Proposed Zoning:	Plan Change 14 as notified: Lot 1 – High Density Residential Zone (Large Local Centre Precinct) Lot 2 – Part High Density Residential Zone/Part Mixed Use Zone  Proposed zoning as per Council Staff recommendation on Plan Change 14: Lot 1 – Medium Density Residential Zone Lot 2 – Medium Density Residential Zone
Consent Notice:	Ground contamination Lot 1 and Lot 2 will be subject to a consent notice in relation to contaminated land. The consent notice references a Tonkin & Taylor Detailed Site Investigation (DSI) issued in June 2019; this is available on request. However, all Respondents are responsible for completing their own due diligence on this matter.



**Development expectations**

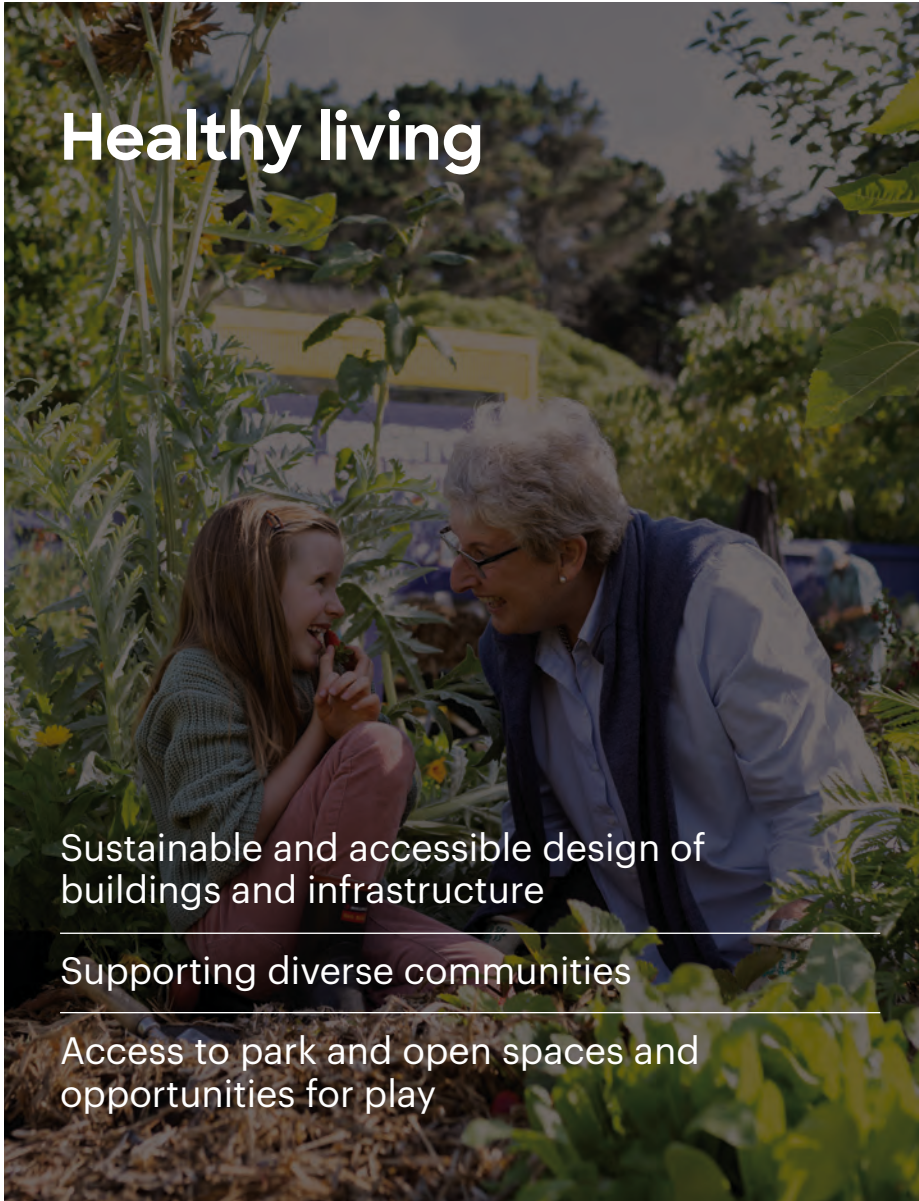
Sydenham Yard provides a unique opportunity to create a sustainable, connected, lively residential neighbourhood that reflects the area’s history, meets the needs of the community, and sets a benchmark for residential development in Ōtautahi Christchurch.

ChristchurchNZ is committed to the following outcomes for Sydenham Yard:



## Housing choice

- A range of housing types
- Affordable housing options
- Community housing opportunities



## Healthy living

- Sustainable and accessible design of buildings and infrastructure
- Supporting diverse communities
- Access to park and open spaces and opportunities for play



## Connected community

- Promotes community wellbeing
- Connected to surrounding community
- Supports local economy



The detail – how to meet development expectations



Housing choice

ChristchurchNZ advocates for the creation of inclusive, connected communities that are diverse and offer housing choice. Sydenham Yard will offer a range of housing types:

- affordable homes
- mixed and blind tenure
- market rental/ownership options
- at least 10 community houses across the two lots (minimum 22 bedrooms). Lot 1 is to contain at least six community houses and Lot 2 is to contain at least four community houses.



Healthy living

We want people to live in healthy homes that offer innovative, sustainable design, support diverse communities and contribute to the city’s climate goals. That means advocating for good design that offers people warm, dry homes and fosters healthy lifestyles. It also means adopting innovations that incorporate sustainability and contribute to the improvement of our environment.

This could be achieved through sustainable construction practices, innovative responses to water quality, stormwater and waste management, options to reduce energy consumption for residents, circular waste management, low emission transport options and more.



Connected community

Creating a place that residents love and that is connected to the local community is a key part of our vision; it supports community wellbeing, local business economy and the success of the development overall.

**Placemaking**

Great places bring people together. ChristchurchNZ will deliver a placemaking strategy alongside the Sydenham Yard development to engage stakeholders, local businesses and residents and establish a range of initiatives to create a connected community. This will include initial engagement with the existing community and the delivery of some light-touch participatory projects. As the stages of the residential housing are completed, ChristchurchNZ will work with the development partner and new residents to co-design shared spaces within the development. These could include urban agriculture, recreation, and/or community connection projects – the process creates an opportunity for residents to take collective ownership and start connecting with their new community.

**Public realm and infrastructure**

Alongside Christchurch City Council, ChristchurchNZ is investigating options to enhance nearby infrastructure that supports the development and wider community. This includes potential enhancements for the Council-owned reserve at 10 Johnson Street which could be used as a play area, community garden or biodiversity space, as well as supporting pedestrian connectivity. Details are yet to be confirmed and will require Council support.





**This EOI relates to two lots in Sydenham:**

- **Lot 1** has an approximate area of 8,850sqm and is directly adjacent to Sydenham Park. There is an easement over the northwest corner to allow public access to Sydenham Park.
- **Lot 2** has a total area of 5,304sqm and is directly adjacent to the Council-owned reserve at the intersection of Johnson Street and Milton Street.

A subdivision consent has been granted for the two lots and contractors are clearing the sites. All buildings which existed on the site will be demolished.





BEACHES

WALTHAM SCHOOL

WALTHAM PARK

NEW WORLD SUPERMARKET

PORT HILLS

CASHMERE HIGH SCHOOL

COUNTDOWN SUPERMARKET

LOCAL COMMERCIAL CENTRE

JOHNSON STREET RESERVE

SYDENHAM PARK

LOT 1

LOT 2

SPORTS CLUB FACILITIES



# Ōtautahi Christchurch

This is Ōtautahi Christchurch, a revitalised city in the heart of Aotearoa New Zealand's South Island. This is a city in perfect balance, home to a diverse natural playground, wide open spaces, modern architecture, and heritage buildings. In Ōtautahi Christchurch, we want you to have it all. The opportunities, the growth, the big moments, the small joys.

Ōtautahi Christchurch is the gateway to the South Island and home to spectacular experiences. Make some time to play and discover hidden gems around every corner. This is a city with a thriving tech sector, world-class universities, and an innovation eco-system like none other. A city with a revitalised centre buzzing with energy, surrounded by the tranquillity of nature.

**Find out more about Ōtautahi Christchurch at**  
**This Is Ōtautahi Christchurch – [ChristchurchNZ.com](https://www.christchurchnz.com)**

**ChristchurchNZ**





**Making great places  
– about ChristchurchNZ**

ChristchurchNZ is the city’s sustainable economic development agency. Our purpose is to stimulate sustainable economic growth for a more prosperous Christchurch.

Our urban development team works across places, projects, and partnerships to support this purpose. Our team of urban development experts knows that lively neighbourhoods, interesting places and thriving businesses make great cities. We get involved when there’s an opportunity to bring life to a special area of town, to champion good neighbourhood developments and to build partnerships that lead to positive urban development outcomes.

Sydenham Yard showcases the great results ChristchurchNZ can create when getting involved in projects. Tasked with creating a vision for the former Citycare depot, the urban development team worked with partners to take an innovative approach to the sale of the land. A large portion of the land has been purchased for the establishment of a NIWA research facility, bringing more jobs and people close to the heart of the city. Key water and electricity infrastructure upgrades have also been incorporated. The planned residential development will further improve the site, creating a sustainable, well-designed neighbourhood close to parks, shops, transport, and services, all just a short walk from the central city.

This is a special project and ChristchurchNZ is taking a special approach. We want to involve the existing community and new residents in our planning and we’ll be engaging with people throughout to reflect the unique history of the area and support community projects.

We see huge potential in Sydenham Yard, and we’re excited to work with investors and developers who share our vision and commitment to making great places.





# Expression of Interest process

The following section outlines the process and requirements for submitting an expression of interest. Please read the following section in conjunction with **Expression of Interest Terms and Conditions**.



Process

The following high-level steps are anticipated.

- 1. This EOI is issued.
- 2. Respondents prepare and submit a response to the EOI in the format requested, noting that respondents will have the opportunity to submit questions prior to the submission of their EOI.
- 3. An evaluation panel assesses the EOI proposals against the evaluation criteria outlined on **page 15** of this EOI to shortlist the Respondent(s). Respondents who are not shortlisted will be advised in writing that they have not been successful.
- 4. A Request for Proposal (RFP) maybe issued to shortlisted Respondent(s).
- 5. If an RFP is issued, Respondent(s) submit proposals and the evaluation panel assesses the RFP proposals, completes due diligence, and selects the preferred Respondent(s). Unsuccessful Respondent(s) are advised in writing.
- 6. Board approval is sought to enter negotiations with the preferred Respondent(s). If Board approval is provided, formal agreement will be entered into with the preferred Respondent(s).

Should the panel, at any point in the process, determine that none of the proposals meet the requirements outlined in Section 4, ChristchurchNZ may choose not to continue with all of the steps in the process outlined above.

This is a multi-step process, however this EOI is the only phase of the procurement process that will be openly advertised. If ChristchurchNZ decides to progress with any of the responses received, it will contact those Respondents directly.

Our timeline

Our anticipated timeframe for this process is outlined below:

Steps in the process	Date
EOI released	4pm 18 August 2023
Deadline for questions	4pm 15 September 2023
Deadline for EOI proposals	4pm 22 September 2023
Respondents shortlisted and notified of next steps	Early October 2023
Briefings with shortlisted Respondents (Optional)	Mid October 2023
If an RFP is issued Deadline for RFP proposals	November 2023
Notification of outcome	December 2023

How to contact us

All enquiries must be directed to our key contact.

**Name:** Paul Rowe  
**Email address:** urban.development@christchurchnz.com

If, after publishing the request, we need to change anything, or want to provide potential Respondent(s) with additional information, we will let all interested parties know by email and will publish on GETS.

Developing and submitting your response

Respondents who wish to submit an EOI must respond in accordance with the information requirements and terms and conditions set out on page 15 of this EOI document.

When developing your response, please note the following:

- This is an open and competitive process.
- Please ensure your response includes the completed pages contained in the response form.
- Please take time to read and understand the EOI. It is important that you develop a good understanding of our requirements detailed on page 14 and 15 – Our requirements.
- We encourage you to view the site. To arrange an appointment please contact our key contact person.
- Your response should be kept to a maximum of **ten (10) pages** (including any supporting information, pamphlets etc.)

If anything is unclear or you have a question, you may request the issue of an explanatory notice. Please email any questions to our key contact before the deadline for questions being **4pm 15 September 2023**. If an explanatory notice is issued, we will send this to all Respondents, and it shall upon issue become part of the EOI.

**Your response must be submitted by the EOI closing date and time, being 4pm 22 September 2023. Proposals received after the closing date and time may not be accepted.**

**Responses must be submitted by email to urban.development@christchurchnz.com by 4pm, 22 September 2023**



# Our requirements

## Outcomes

The outcomes we are seeking for Sydenham Yard are:

### Housing choice



- A range of housing types
- Affordable housing options
- Community housing opportunities

### Healthy living



- Sustainable and accessible design of buildings and infrastructure
- Supporting diverse communities
- Access to park and open spaces and opportunities for play

### Connected community



- Promotes community wellbeing
- Connected to surrounding community
- Supports local economy



## Your proposal

Your proposal is to include the completed response forms. Your response form is to include sufficient detail to allow a panel to consider your proposal against the outcomes outlined above and is to include the following:

### Development Intent

1. Identify if you are interested in Lot 1 and/or Lot 2.
2. Provide details of your proposed development intent including a design statement to demonstrate and explain how the outcomes will be met. The design statement should include reference to how you propose to achieve all of the following expected outcomes:
  - a. **Housing Choice**
    - Provide a description of the use and outline the range of housing types including community, affordable and market
    - Provide details on the optimum mix of building typologies
    - Provide a description of the target market
    - Describe how the community housing will be integrated into the development noting the following requirements Lot 1 is to contain at least **6** community houses (minimum of 14 bedrooms in total) and Lot 2 is to contain at least **4** community houses (minimum of 8 bedrooms in total).
  - b. **Healthy Living**
    - Describe how will the development address healthy living through sustainability, accessibility, diversity, and community connections. This could include consideration of functional design, connections to parks, energy efficiency, ecology, water consumption, choice of materials and waste.
  - c. **Connected Community**
    - Describe how your development may enhance the wellbeing of residents and the surrounding community.

A detailed design response is not expected at this stage, however, a high-level visual concept to illustrate your vision may be beneficial.

### Relevant experience:

1. Please provide three examples of completed developments that are of a similar scale to your proposed development to demonstrate relevant experience in the delivery of the proposed development of the site. Each example should include details of your role in the development, project value, architectural and urban design merit, typologies, price points and completion dates.
2. Provide details of the key personnel who would be involved in delivering the development. Include skills and experience in delivering similar developments. Resumes may be provided.
3. Please provide two referees that ChristchurchNZ may contact for reference purposes. Please include the following information:
  - Referee name and organisation
  - Relationship with the Respondent
  - Referee email address and phone number

### Partnering:

1. Provide examples of successful partnerships; this may include working with the community, public sector, or other private developers/investors.
2. Explain how you think partnerships such as this can add value to a development and create better outcomes for the community.

### Price, Financial capability, and capacity:

1. State whether you are interested in Lot 1 and/or Lot 2 and provide an indicative purchase price.
2. Please provide a letter of support from a major trading bank or accounting firm confirming that you have the balance sheet capacity to obtain sufficient funding to complete a development of the scale proposed. Alternatively, audited financial statements which clearly outline the Respondent’s equity position can be provided.
3. Outline the preferred business structure for the delivery of the proposed development. This may include a consortium or other partnership arrangements.
4. Provide a list of current committed projects, including status, level of investment, location, and completion timeframes.



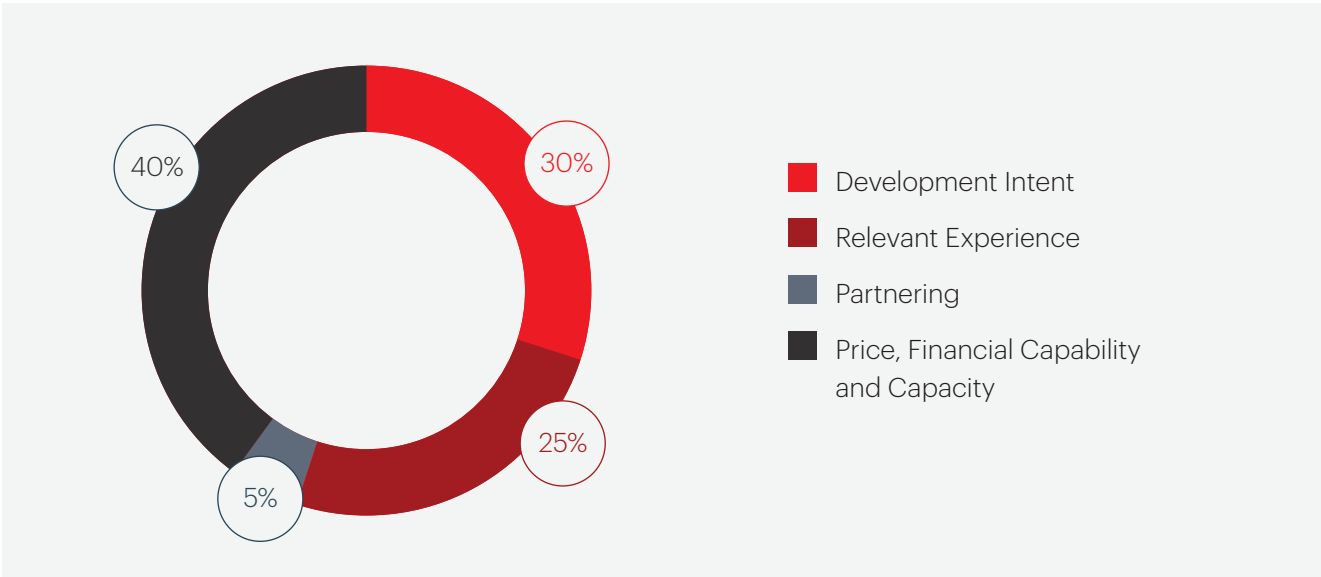
# Our evaluation approach

## Evaluation approach

The evaluation approach that we will use to shortlist EOI responses is weighted attributes. An evaluation panel will assess your proposal against the evaluation criteria. Those Respondents who the evaluation panel consider suitably meet the assessment criteria will be shortlisted and may be invited to submit a Request for Proposal (RFP).

## Evaluation criteria

We will evaluate Proposals according to the following criteria and weightings.



Please ensure your proposal includes the response form. Your response form is to include sufficient detail to allow a panel to consider your proposal against the criteria.

Should only one EOI response be received that in ChristchurchNZ’s view adequately meets the criteria, ChristchurchNZ may enter discussions with that Respondent without proceeding with the RFP stage.

The RFP stage will require shortlisted Respondent(s) to provide further information to support their proposal. RFP proposals will be evaluated according to the above criteria and weightings and all information provided by the Respondent in both the EOI and RFP stages will be evaluated. Further details about the evaluation of RFP responses will be provided to shortlisted Respondents.

## Scoring

The following scoring scale will be used in evaluating EOI proposals. Scores by individual panel members may be modified through a moderation process across the whole evaluation panel.

Rating	Definition	Score
<b>Excellent</b> 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. Proposal identifies factors that will offer potential added value, with supporting evidence.	<b>9-10</b>
<b>Good</b> 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. Proposal identifies factors that will offer potential added value, with supporting evidence.	<b>7-8</b>
<b>Acceptable</b> 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.	<b>5-6</b>
<b>Minor Reservations</b> 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.	<b>3-4</b>
<b>Serious Reservations</b> 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.	<b>1-2</b>
<b>Unacceptable</b> 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.	<b>0</b>



# Expression of Interest Terms and Conditions



**1. Interpretation**

- 1.1. In these EOI Terms and Conditions:
- a. Deadline for Proposal date means the last date that Respondents can submit a Response as set out in the EOI Documents.
  - b. Contact Person means the contact person stated in the EOI Documents.
  - c. Non-Conformities mean Responses that exclude/add information requested/not requested pursuant to the EOI.
  - d. Response means the response a Respondent submits in reply to the EOI and any additional information and/or supporting material submitted in accordance with the EOI.
  - e. EOI means the Expression of Interest in relation to the opportunity set out in the EOI document.
  - f. EOI Terms and Conditions means these terms and conditions.
  - g. EOI Documents means the EOI Invitation and its appendices and any and all documents and written information issued by CNZ in relation to the EOI.
  - h. EOI Invitation means the Expression of Interest document provided to Respondents.
  - i. The term “including” does not imply any limitation.
  - j. Plural includes the singular and vice versa.
  - k. CNZ means ChristchurchNZ Limited.

**2. Issue of the EOI**

- 2.1. By submitting a Response, the Respondent is deemed to have accepted the terms and conditions set out in this EOI.
- 2.2. The EOI is not an offer to enter into a contract and at no stage during the process are there any obligations for CNZ to enter into a contract with the Respondent.
- 2.3. Each Respondent relies on any information in the EOI at their own risk and is responsible for their interpretation of that information.
- 2.4. CNZ does not represent or warrant the completeness or accuracy of the EOI documents. Any information in the EOI documents that allude directly or indirectly to any values, volumes, quantities, or levels of any Goods and/or Services does not guarantee any values, volumes, quantities, or levels of those Goods and/or Services.
- 2.5. Any rights reserved to CNZ may be exercised at the sole discretion of CNZ.
- 2.6. If requested in the EOI Documents, Respondents must acknowledge receipt of the EOI documents in the manner set out in the EOI Documents.

**3. Respondent to Inform Themselves**

- 3.1. Each Respondent is deemed to have examined the EOI documents, to have considered all risks, contingencies and other circumstances relating to the EOI and to have satisfied itself as to the correctness and sufficiency of its Response.
- 3.2. Each Respondent will undertake any investigations and analysis as it may consider necessary before submitting a Response.
- 3.3. The Contact Person may be contacted with any questions concerning this EOI. All questions must be received by the last date for questions set out in the EOI Documents.
- 3.4. The Contact Person is the only person authorised to receive queries, requests for information or other communications by Respondents or related parties regarding this EOI. Respondents must not use existing business contacts with CNZ to solicit or discuss details of the EOI. Should any Respondent breach this requirement, CNZ may exclude that Respondent from the process.
- 3.5. The Contact Person may be changed at any time by notice to the Respondents by email.
- 3.6. CNZ will not be bound by any statement, written or verbal, made by any person including the Contact Person unless that statement is subsequently incorporated into a formal written contract between CNZ and the successful Respondent.

**4. Costs**

- 4.1. All costs incurred by the Respondent in connection with its response are the sole responsibility of the Respondent, including any costs relating to:
- a. preparation of the response;
  - b. any communication and/or negotiation with CNZ; and/or
  - c. any presentations, meetings, or interviews with CNZ.



**5. Confidentiality**

- 5.1. Unless otherwise specified, the EOI Documents are confidential. Respondents must not release, disclose, or discuss any EOI documents with any other person (other than their employees, contractors, officers, partners, or advisors and only for the purposes of participating in the EOI) without the express prior written consent of CNZ. Respondents must take all reasonable steps to ensure that any employees, contractors, officers, partners, or advisors do not disclose such information to any other person.
- 5.2. Respondents must not make any public statement regarding the EOI process without the express prior written consent of CNZ.
- 5.3. No advertisement or other information relating to this process or any contract that may arise out of it shall be published in any newspaper, magazine, journal, or other advertising medium, or broadcast/ disseminated by radio, television, or other electronic media without the prior written approval of CNZ.
- 5.4. CNZ may, if it considers it appropriate, require one or more Respondents to sign a confidentiality deed before releasing any confidential or commercially sensitive information to those Respondents. Each Respondent agrees to sign the confidentiality deed if requested.
- 5.5. CNZ reserves the right to exclude any Respondent from the EOI process if CNZ becomes aware that the Respondent has breached any of the obligations set out in this clause or any terms of the confidentiality deed.

**6. Ownership and Intellectual Property**

- 6.1. The EOI documents are and will remain the property of CNZ.
- 6.2. Any Response received will become the property of CNZ and will not be returned to a Respondent.
- 6.3. Any intellectual property rights attached to the Response (whether the Respondents’ rights, its licensor’s rights or otherwise) do not pass to CNZ. However, in submitting a Response each Respondent grants CNZ a nonexclusive, non-transferable licence to use, disclose and copy its Response for any purpose related to the EOI process.
- 6.4. The Respondent warrants that the Response does not infringe the intellectual property rights of any third party.
- 6.5. The Respondent indemnifies CNZ against all actions, suits, proceedings, claims, demands, losses, damages, costs, expenses and/or liabilities of any kind which CNZ may incur, suffer, or sustain as a direct or indirect result of a breach of the warranty.

**7. Ambiguities in the EOI Documents**

- 7.1. In the absence of an explanatory notice provided by CNZ, Responses may be submitted subject to any reasonable interpretation of any ambiguity or uncertainty in the EOI Documents, provided that the Respondent’s interpretation and assumptions are expressly stated in the Response.

**8. Ethics**

- 8.1. Respondents must complete and submit the Conflict of Interest Disclosure set out in the EOI Documents. CNZ reserves the right to exclude any Respondent from the process if CNZ becomes aware that the Respondent has:
  - a. Any undeclared conflict of interest;
  - b. Made any attempt to influence the outcome of the process by canvassing, lobbying or otherwise seeking the support of any officers, consultants, advisors or elected representatives of CNZ (whether before or after the issue of the EOI);
  - c. Engaged in any practice that gives or is intended to give one or more Respondents an improper advantage over any other Respondents; and/or
  - d. Engaged in any practice that is illegal or which CNZ considers to be unfair or unethical (including collusion and secret commission arrangements).

**9. Submission of Responses**

- 9.1. By submitting a Response, each Respondent accepts that it is bound by the EOI documents.
- 9.2. Each Response must be:
  - a. Formatted and submitted in accordance with the EOI requirements by the deadline for proposal date.
  - b. Inclusive of the forms included in the EOI; and
  - c. Signed by or on behalf of the Respondent.
- 9.3. CNZ reserves the right to change the deadline for proposal date.
- 9.4. Joint Responses may be submitted. If a joint Response is successful, all joint parties will be jointly and severally liable to discharge the duties, obligations and responsibilities under any contract that may result from this EOI. One of the Respondents to the joint Response must be identified as the contact point for all communications with CNZ relating to the Response.
- 9.5. Without limiting its rights under these EOI conditions, CNZ may require any Respondent to submit additional information to facilitate the evaluation of its Response, to clarify any points and/or to request that any Respondent amend its Response.



**10. Reliance on Responses and Errors**

- 10.1. CNZ may rely on all statements made by a Respondent in its Response and in correspondence or negotiations with CNZ or its representatives. If a Respondent is shortlisted or selected by CNZ as a preferred Respondent with whom CNZ wishes to contract, any such statements may be included in a schedule to any resulting contract.
- 10.2. CNZ is not obliged to check any Response for errors, omissions, or inaccuracies. However, if a Response contains an error and CNZ becomes aware of that error, then CNZ reserves the right to either:
- a. Invite the Respondent to confirm that its Response remains open for acceptance at the rates, prices or sum set out in the Response, notwithstanding the error (and impose a deadline for confirmation);
  - b. Permit the Respondent to correct the error (including by alteration of the rates/prices or sum set out in the Response); and
  - c. Cease evaluating the Respondent’s Response, and if applicable, cease negotiating with the Respondent.
- 10.3. If CNZ invites the Respondent to provide the confirmation set out in clause 10.2(a) and if the Respondent does not provide such confirmation within the timeframe set by CNZ, CNZ may regard the relevant Response as having been withdrawn by the Respondent.

**11. Warranties**

- 11.1. Each Respondent warrants that:
- a. All information submitted is complete and accurate in all material respects and is not misleading whether by omission or otherwise;
  - b. None of the information submitted breaches any third-party rights, including intellectual property rights and the use of the information in relation to the EOI or otherwise in accordance with these EOI conditions will not breach such rights;
  - c. It has not withheld any information potentially relevant to CNZ’s consideration of its Response, including any actual or potential controversies, disputes or claims involving the Respondent;
  - d. Its Response has not been prepared in collusion with any of the Respondent’s competitors; and
  - e. The foregoing warranties will remain true and correct during the period of any negotiations between the Respondent and CNZ.

**12. Method of Evaluation**

- 12.1. The criteria set out in the EOI Documents will be considered by CNZ in making its evaluation of the Responses. CNZ reserves the right to make further enquiries and to seek further information from Respondents as part of such evaluation. CNZ reserves the right to not appoint one or all of the shortlisted Respondents or replace a shortlisted Respondent with another Respondent (who was not initially shortlisted).

**13. Due Diligence**

- 13.1. As part of the EOI process, CNZ may carry out due diligence investigations of any Respondents that submit Responses. Each Respondent agrees to fully cooperate with any due diligence activities (including providing all information which may be reasonably requested).

**14. Preferred/Shortlisted Respondent**

- 14.1. If a Respondent is selected as a preferred Respondent or a shortlisted Respondent then such selection does not constitute an acceptance by CNZ of the Respondent’s Response or imply or create any obligations on CNZ to award the contract to that Respondent.
- 14.2. CNZ may at any time, without being liable to the preferred or shortlisted Respondent, cease discussions or negotiations with any preferred or shortlisted Respondent and not award a contract to that party.

**15. Consideration of Response**

- 15.1. Each Respondent acknowledges and agrees that to the extent permitted by law, CNZ reserves the right to have complete discretion as to the conduct of the EOI process, without incurring any liability to any Respondent. This includes the right to:
- a. Disqualify or exclude any Respondent or potential Respondent from the process (whether on grounds of capability, price, security, operational requirements, or otherwise) at any time;
  - b. Consider or not consider any Response, including any Response containing Non-Conformities or late Responses;
  - c. Waive any Non-Conformities or other irregularities or informalities in the EOI process;
  - d. Amend the EOI process or any of the EOI documents;
  - e. Vary, suspend, withdraw, or cancel, in whole or in part, the EOI process at any time;
  - f. Contact, liaise, meet, negotiate and/or contract with one or more of the Respondents or any other person which may be to the exclusion of, and without notice or disclosure to and without involving or doing the same with, any other Respondent, at any time before, during or after the EOI process and upon any terms and conditions; and/or
  - g. Request additional Responses.
  - h. Reject all Responses.



**16. No Obligations**

- 16.1. No statement in the EOI documents binds or places CNZ under any contractual or other legal or equitable obligation and no legal or other obligations will arise concerning the conduct or outcome of the EOI process. For the avoidance of doubt, neither the EOI material nor the EOI process creates a process contract.
- 16.2. Each Respondent agrees and acknowledges that while every Respondent is required to comply with the terms and conditions set out in the EOI documents, there will be no legal relationship between the Respondent and CNZ unless and until a formal written agreement is signed by the Respondent and CNZ.
- 16.3. CNZ and its officers, agents, consultants, and advisors make no representations and give no warranties in respect of the EOI and will not be liable in contract, tort or in any other way for any direct or indirect damage, loss or cost incurred by any Respondent or other person in respect of the EOI process, its conduct or outcome.
- 16.4. To the extent that any liability cannot be excluded, the maximum aggregate liability of CNZ and its officers, agents, consultants, and advisors is NZ\$1.00.

**17. Indemnity**

- 17.1. If a Respondent breaches any term of this EOI, including these EOI conditions, and as a result of that breach, CNZ incurs any costs, expenses, or losses, then that Respondent shall indemnify CNZ for and in respect of all such costs, expenses, or losses.

**18. Governing Law and Jurisdiction**

- 18.1. The EOI documents will be construed according to and governed by New Zealand law and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in any dispute concerning the EOI or any Response.

**General Disclaimer**

Neither the whole or any part of this document or any reference to it may be included in any published document, circular or statement without prior written approval of ChristchurchNZ in its sole discretion.

Information has been generally obtained from a search of records and examination of documents. This information is believed to be reliable, but ChristchurchNZ accept no responsibility if this should prove not to be so.

It is intended that this document provide general information in summary form and the contents are not to be considered advice and are not to be relied upon as such. Specialist advice should be sought in all matters. No warranty is given in respect of the correctness of such information.

This document does not form part of any contract in respect to the sale of the property.

All plans and maps are indicative only.





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