

# Call for Expressions of Interest

Reimagining the Levin War Memorial  
Hall and Village Green



Seeking Expressions of Interest (EOI) to create a new life for the Levin War Memorial Hall, which respects its past and community value while giving new purpose and expression to the building, with the possibility of incorporating Village Green and Skate Park in the transformation of this space.

EOI released: 11 April 2024

Deadline for Questions: 5pm, 2 May 2024

Deadline for Expressions: 5pm, 17 May 2024

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# The opportunity

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**Horowhenua District Council ("Council") is investing in the Levin Town Centre to capture benefits arising from the significant growth it is experiencing as Wellington gets closer via some major road projects. The district continue to experience strong population growth with the Horowhenua population forecast to grow to over 54,000 by 2044.**

Horowhenua has a unique microcosm that sees food producers thrive and is often referred to as the North Island's vegetable bowl. Boasting the shortest distance from the mountains to the sea, it has long been valued for its unique and fertile environment.

With Horowhenua as a treasure trove of exceptional produce, regular markets and the iconic "Taste Trail", it is a haven for food lovers. Additionally, the mountain-biking, swimmable rivers, beach access and climate make it an attractive destination for those who enjoy the outdoors.

## **Levin Town Centre Transformation Vision**

The Levin Town Centre Transformation Strategy was developed and adopted by Council in 2018 and the document can be found here:

### **Transforming Taitoko/Levin - Levin Town**

**Centre Strategy.** The strategy: presents a vision for the town centre and concepts for how it can transform to be a more vibrant, resilient and sustainable place. To implement the Strategy successfully, we will require new development alongside renewal and upgrading of existing town centre assets, with the vision of:

**"Creating an attractive and vibrant urban town centre environment that supports economic growth, fosters community engagement, and promotes sustainable development, ultimately enriching the quality of life for residents and visitors in Levin."**

Progress on the strategy implementation was paused due to Covid but has now resumed. There is now an opportunity for interested parties to be part of Levin's Town Centre Transformation through the first of the strategy concepts being initiated, which is reactivating or redeveloping the Levin War Memorial Hall with the option of also developing the neighboring Village Green and Skate Park sites.

While there are three sites offered in this Expression of Interest (EOI), respondents may choose to respond to one or all the spaces with proposals.

## **What's important to us?**

It is important to Council that new uses for the sites respond to the strategy objectives. We do not have a fixed view on what those uses are but we want them to have a positive influence on the town centre – refer to Section 2 for the Outcomes we are looking for.

## **Why should you register your interest?**

This is an opportunity to develop a significant and desirable location within the Levin Town Centre. We are open to working with you in mutually beneficial ways so an investment works for you and we see this area positively contributing to the community and the identity of the Levin Town Centre.

The sites are positioned in an excellent central location with opportunities to leverage from the existing town centre core which includes retail activities, Te Takeretanga o Kura-hau-pō Horowhenua Culture and Community Centre, Levin Aquatics Centre, Levin Domain, Levin Focal Point Cinema and Café. There is good foot traffic in the area and public surface and street car parking.

Council is willing to look at all types of property transactions.

## Section 1:

# Key Information

### 1.1 Context

- a. This EOI is an invitation to submit an expression of interest in the Levin War Memorial Hall and surrounding sites' opportunity.
- b. This EOI is the first step. After evaluation of the EOIs, shortlisted respondents will be invited to participate in the next step. This is likely to be a structured proposal (RFP) process where we will be seeking more information. Council's intention is to use a multi-step procurement process so as not to require extensive time investments at this point from registrants (such as financial and development design concepts).

### 1.2 Our timeline

The timeline for this EOI is as follows (all are New Zealand times and dates):

- 5pm - 2 May 2024**  
Deadline for Questions from Respondents
- 5pm - 17 May 2024**  
Deadline for Expressions of Interest
- Council Meeting 12 June 2024**  
Shortlisted Respondents will be notified
- Week commencing 1 July 2024**  
All respondents will be notified of the outcome of their Expressions of Interest submission.

### 1.3 How to contact us

- a. Contact us through our point of contact via email or the Government Electronic Tenders Service (GETS).
- b. Our Point of Contact:

Levin Town Centre Programme Delivery Team

@ [Levintowncentre@horowhenua.govt.nz](mailto:Levintowncentre@horowhenua.govt.nz)

### 1.4 Developing and submitting your Response

- a. This Expression of Interest is the first stage of a multi-staged process. In this stage we are seeking only your high level ideas and interest in developing the site(s).
- b. Take time to read and understand the EOI, in particular:
  - i. understand our requirements. These are in Section 2 of this document
  - ii. understand how your response will be evaluated. See our Evaluation Approach in Section 3 of this document.
- c. If you have any questions, contact our Point of Contact before the deadline for questions (see 1.2 above).
- d. Use the response form included in this pack to submit your response.
- e. Complete and sign the declaration at the end of the response form.
- f. Submit your response before the deadline.

### 1.5 Address for submitting your response

Submit your response by email/electronically to the following address: [Levintowncentre@horowhenua.govt.nz](mailto:Levintowncentre@horowhenua.govt.nz) entitled 'Expression of Interest - Reimagining the Levin War Memorial Hall'.

**Note: We will not accept responses sent by post or delivered to our office.**

### 1.6 Our EOI Process, Terms and Conditions response

The EOI is subject to the EOI Process, Terms and Conditions (shortened to EOI-Terms) described in the EOI Process, Terms and Conditions.

### 1.7 Later changes to the EOI or EOI process

After publishing the EOI, if there are any changes or if additional information is required, we will contact respondents via email and via HDC website.



## Section 2:

# Our Requirements

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## 2.1 Background

The Levin War Memorial Hall was opened in 1956 following a decade of community fundraising and Council funding, to honor those lives lost at war. This hall is currently available for public hire and used by our community to host festivals, hold markets and for events and activities that attract large groups.

Whilst the building is classified as an earthquake prone building, a retrofit concept design has been completed that suggests the building could be strengthened to achieve greater than 44% of the New Building Standard (NBS).

## 2.2 Outcomes

Council do not have a fixed view on what the uses are for the hall, village green or skate park sites, but we want any new uses and associated development to have a positive influence on the town centre. Council will consider proposals relating to the use of the sites in their existing form, or options to incorporate, or add to the buildings or spaces to give them another life.

With reference to Section 4, we have provided basic information about the subject sites. Council recognises that the current zonings may not be the most appropriate for the future uses that may come forward from registrants. We do not want the current zonings to limit EOI responses and will work with registrants to understand the appropriate statutory planning processes needed to enable or manage proposals. We recognise there may be rezoning or consents required to enable proposals.

It is important to us that as the first of the concepts in the Town Centre Transformation Strategy, what proceeds sets a positive tone for the transformation. We would like to see this first development, in whatever its form is, as a positive reference for the other initiatives Council has planned for the Levin Town Centre.

We would like to see how your ideas will align against the following big six considerations identified within the 2018 Levin Town Centre Strategy:

- **Activity** by offering a wide range of activities and social experiences to unlock wider employment opportunities and an evening economy.
- **Spatial Orientation** by providing a focal point to increase density and diversity that will boost the activity and vibrancy of the Levin Town Centre
- **Earthquake Prone Buildings** recognising the opportunity that earthquake strengthening or remedial work provides to transform building through new configuration and design
- **Ōtaki to North of Levin Expressway** leveraging the connectivity and opportunity this provides.
- **Transport Options** improving the variety of transport options servicing the town centre and making it more accessible for residents and visitors.
- **Town Centre Identity** helps develop the Levin Town Centre Identity that will help to attract visitors and investors.

## Section 3:

# Our Evaluation Approach

### 3.1 Evaluation of responses

With no preconceived ideas on how this area could be developed, Council is looking for great ideas at this EOI stage that aligns with the Levin Town Centre outcomes (outlined in Section 2.2) of:

- activity
- spatial orientation
- earthquake prone buildings
- O2NL
- transport options
- town centre identity

All ideas will be presented to Elected Members for feedback. From there, short-listed respondents will be invited to participate in the next step of engaging in a more detailed RFP process.

### 3.2 Pre-conditions

Each response must meet the following pre-conditions. Horowhenua District Council will not consider responses which fail to meet these conditions.

Service	Meets
1. A proven track record of conducting successful development opportunities of a similar nature and scale, which have provided positive outcomes for communities including, but not limited to wellbeing, economic, cultural and environmental.	<input type="radio"/> Yes <input type="radio"/> No
2. A proven capability to deliver on such a project as the Levin Town Centre as a respondent has articulated within the registration. This includes financial, personnel and network.	<input type="radio"/> Yes <input type="radio"/> No
3. Current Professional Liability/Indemnity Insurance relevant to the scale of the registration submitted or the ability to obtain such insurance prior to the next step of the process.	<input type="radio"/> Yes <input type="radio"/> No
4. A proven entitlement to operate and develop within New Zealand.	<input type="radio"/> Yes <input type="radio"/> No
5. A commitment to incorporate our Broader Outcomes during the Levin Town Centre project if successful.	<input type="radio"/> Yes <input type="radio"/> No

Each pre-condition is required to be backed up with clear proof in order to be given a "Pass".

The Levin Town Centre Programme Delivery Team will review all Expressions of Interest and present to the Levin Town Centre Steering Group and Elected Members for consideration.

All respondents will be notified of the outcome of their Expression of Interest.

### 3.3 Broader Outcomes

Broader outcomes are the secondary benefits that can be delivered from a procurement activity that go beyond the delivery of a product or service. The Broader Outcomes Council are committed to are:

<b>Local Business Inclusion</b>	By making it a priority that they are included as sub-contractors and/or suppliers
<b>Cultural Awareness</b>	That our suppliers understand Council's obligations to Te Tiriti o Waitangi and knowledge of tikanga relating to the procurement
<b>Environmental Improvement</b>	A suppliers approach to the environment to include steps/initiatives etc steps/initiatives to improve or sustain a clean environment
<b>Community Engagement</b>	How the supplier plans to engage with Iwi, Hapū and the community for the duration of the procurement (if applicable)

### 3.4 Urban Design and Quality Outcomes for next stage

Although at this time in the EOI process we do not expect registrants to provide concept designs or feasibility information, we want you as a prospective registrant to know the qualities we will be looking for if we invite you to proceed to put forward more advanced proposals as part of the RFP process. Applying our transformation objectives to the subject sites, we will be looking for urban design responses which provide:

- Uses that will contribute to the attractiveness and activation of the town centre and we would like at least some publicly accessible function(s).
- Building frontages that activate the publicly accessible spaces and well-located, safe, quality public pedestrian connections through the area.
- Open spaces and a landscape that contributes to a high amenity place so people will want to spend time there.
- Uses that work well with surrounding uses so there is no conflict between them.
- Configurations that conceal all servicing and any parking within the development – we note that parking provision is not a requirement.

### 3.5 Evaluation Information

To evaluate responses we are looking for the following information:

- What are your ideas for the site(s)
- Will you want to utilise all of the sites, or which ones?
- What experience do you have with developments of this type and have you examples you can share with us?
- What will you need from Council to make your ideas work?
- Are there any key assumptions you are working to that we should be aware of that will influence the feasibility of your ideas?



Section 4:

# Property Information

## Levin War Memorial Hall

### Property Profile

The Levin War Memorial Hall is situated on the corner of Queen Street West and Chamberlain Streets, Levin.

**Legal description:** Lot 1 DP:2234

**Area:** 0.1012 ha

**Current Function:** Memorial Hall

**Owner:** Horowhenua District Council

**Zoning:** Commercial

**Capital Valuation:** \$880,000

**Land Value:** \$480,000

### Location: Levin War Memorial Hall



## Zoning: Commercial



● Open space zone ● Commercial zone

### Commercial Zone Permitted Activities

In a commercial zone permitted activities won't need a consent if the relevant standards are met. For an existing building they mainly relate to noise. This site allows for:

- Retail activities
- Commercial activities
- Entertainment activities
- Visitor accommodation
- Community activities
- Marae and Marae-based activities
- Recreation facilities
- Public conveniences
- Open space
- Car parks

Industrial activities are not provided for and would need a resource consent, as would vehicle garages and service stations.











## Village Green

### Property Profile

The Village Green is situated on the corner of Queen Street West and Salisbury Streets, Levin. It consists of three lots.

#### LOT 2

**Legal description:** Lot 2 DP:2234

**Area:** 0.1012 ha

**Current Function:** Open Space

**Owner:** Horowhenua District Council

**Zoning:** Open Space

**Capital Valuation:** \$800,000

**Land Value:** \$700,000

#### SECTION 10

**Legal description:** Section 10 Block XI TN OF Levin

**Area:** 0.0663 ha

**Current Function:** Open Space

**Owner:** Horowhenua District Council

**Zoning:** Open Space

**Capital Valuation:** \$800,000

**Land Value:** \$700,000

#### SECTION 9

**Legal description:** Section 9 Block XI TN OF Levin

**Area:** 0.0663 ha

**Current Function:** Open Space

**Owner:** Horowhenua District Council

**Zoning:** Open Space

**Capital Valuation:** \$800,000

**Land Value:** \$700,000

### Property Notes

The Village Green is an open space with pedestrian access.

Future development is likely to require rezoning or resource consent.



## Levin Skate Park

### Property Profile

The Skate Park is situated on Salisbury Street, and consists of two lots.

#### SECTION 11

**Legal description:** Section 11 Block XI TN of Levin

**Area:** 0.0696 ha

**Current Function:** Open Space

**Owner:** Horowhenua District Council

**Zoning:** Open Space

**Capital Valuation:** \$800,000

**Land Value:** \$700,000

#### LOT 11

**Legal description:** Lot 11 DP 2234

**Area:** 0.0809 ha

**Current Function:** Open Space

**Owner:** Horowhenua District Council

**Zoning:** Open Space

**Capital Valuation:** \$800,000

**Land Value:** \$700,000

### Property Notes

The skate park is an open space with pedestrian access.

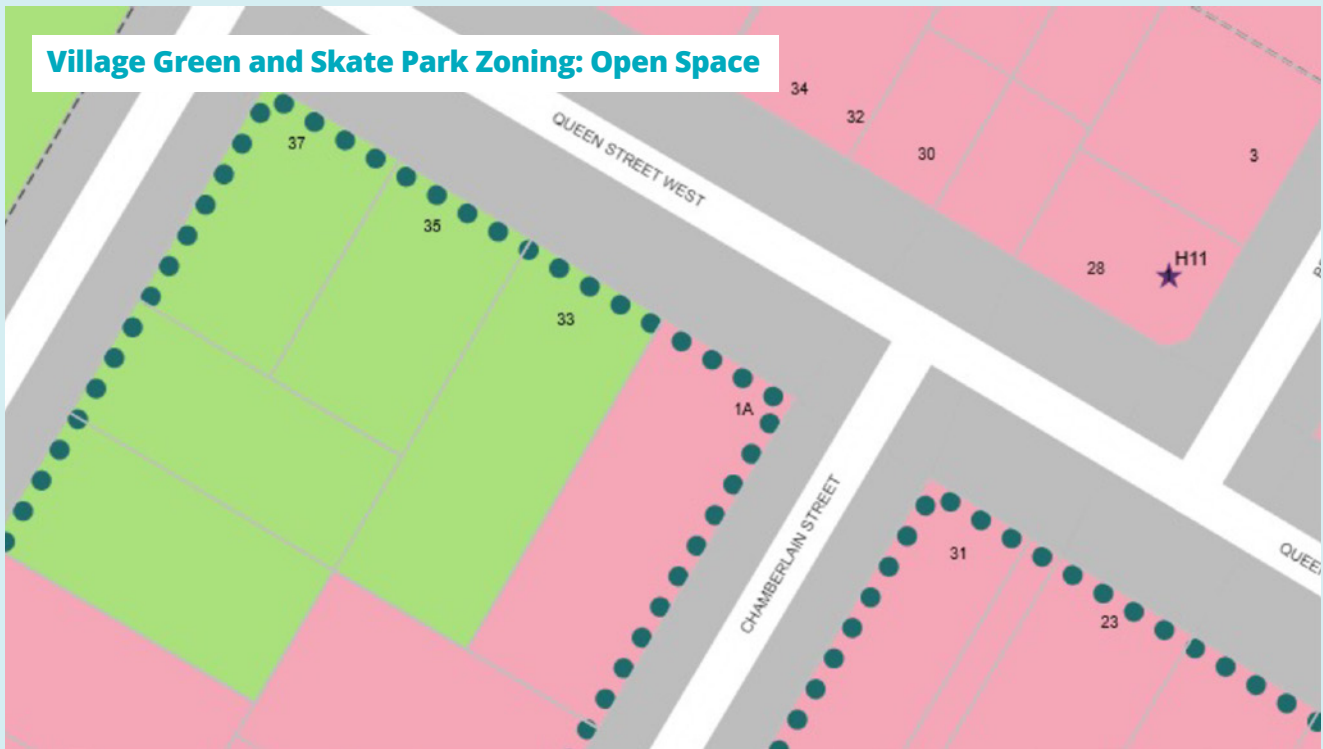
Future development is likely to require rezoning or resource consent.

### Location: Skate Park





## Village Green and Skate Park Zoning: Open Space



● Open space zone    ● Commercial zone

### Open Space Zone Permitted Activities

Open space zone, generally permitted activities fall within the ambit of recreation activities and community activities including services having a social, community, ceremonial, cultural, educational, recreational, worship, or spiritual purpose within an existing building. 5% building coverage is the allowance for these sites, anything over would need resource consent.

New buildings require resource consent (restricted discretionary activity). The application would need proposed plans and a description of the activity to be undertaken (hours, staff numbers, likely traffic generated). Effects on the road network and the general look of the buildings and the effect of the new building/extension on the open character of the area should also be covered.

Any commercial activity is Discretionary Activity, which requires a resource consent. This would need an assessment as per above, and may require an assessment of the effect on the commercial zone of locating the activity on that site and it would need to

demonstrate how it supports the vibrancy of the Levin Town Centre. The application would be best prepared by a professional planner, who will know what should be covered so there is less chance of delays through not providing correct/sufficient information.

Industrial activities (e.g. fabricating/processing/joinery) are non-complying so generally not suitable in this area – high noise activities may not be compatible with surrounding uses. A resource consent for these would have less chance of being granted, and the application would need to be very thorough with supporting expert report(s) – acoustic, possibly traffic and economic.

## Section 5:

# Expressions of Interest (EOI) Terms and Conditions

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

### 5.1. Preparing your EOI

- a. Respondent obligations - The Respondent must:
  - i. Read the complete EOI and any additional information provided and referred to by the Buyer
  - ii. Respond using the EOI Response Form provided and include all information the Buyer requests
  - iii. Obtain independent advice before submitting an EOI (if necessary)
  - iv. Make sure the EOI is correct.
- b. Process acceptance
  - i. By submitting an EOI, the Respondent accepts the EOI-Terms.

### 5.2. Respondent questions

- a. The Respondent must make sure they understand the EOI.
- b. If the Respondent has any questions or needs clarification, they:
  - i. Must submit questions before the Deadline for Questions (Section 1 of the EOI)
  - ii. Must clearly indicate any commercially sensitive information in their questions
  - 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 EOI, the Buyer will post both the questions and answers on the Horowhenua District Council website.

- 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.

### 5.3. Submitting an EOI

- a. The Respondent must ensure the Buyer receives the EOI via the email address provided in Section 1.5 on or before the Deadline for EOIs.
- b. After the Deadline for EOIs, the Buyer will acknowledge receipt of the EOI.
- 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
- d. The Buyer may rely on the EOI and all information provided by the Respondent during the EOI process (e.g. correspondence and negotiations).

### 5.4. Clarification of EOI

- a. The Buyer may ask the Respondent for more information or clarification on the EOI at any time during the EOI 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.

### 5.5. Issues and complaints

- a. The Respondent may, in good faith, raise with the Buyer any issue or complaint about the EOI or EOI process at any time.
- b. When this occurs:
  - i. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint

- ii. Both the Respondent and the Buyer must do their best to resolve the issue or complaint
- iii. The Buyer must not allow the issue or complaint to prejudice the Respondent's participation in the EOI process, or limit or affect the Respondent's future procurement opportunities.

### 5.6. Buyer's Point of Contact

- a. The Respondent must direct all EOI enquiries to the Buyer's Point of Contact in Section 1 of the EOI.
- b. The Respondent must not approach any other employee or other representative of the Buyer, directly or indirectly, for information on any aspect of the EOI.
- c. Only the Point of Contact, or a person authorised by the Buyer, may communicate with the Respondent on any aspect of the EOI. The Buyer will not be bound by any statement made by any other person.
- d. 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 the Horowhenua District Council website.
- 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 EOI.

### 5.7. Ethics

- a. The Respondent must not attempt to influence, reward or benefit any representative of the Buyer, nor offer any form of personal inducement, in relation to the EOI or the EOI process.
- b. The Respondent must comply with the Supplier Code of Conduct issued by the Procurement Functional Leader, and any other relevant codes of conduct listed in the EOI.
- c. The Buyer may exclude the Respondent from the EOI process for a breach of paragraphs 5.11b, 5.13a or 5.13b.
- d. To maintain a fair and ethical EOI process, the Buyer may require additional declarations or other evidence from the Respondent, or any other person, at any time.

### 5.8. 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 5.15, 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 EOI process on that party's behalf, but only for the purpose of participating in the EOI. 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 EOI 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 will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.
- 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.

### 5.9. Costs of participating in the EOI process

- a. Except as otherwise stated in the EOI, the Respondent must meet their own costs associated with the preparation, presentation and negotiation of the EOI.

### 5.10. Ownership of documents

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

### 5.11. Limited rights and obligations

- a. Nothing in the EOI, these EOI Terms or the EOI process creates a contract or any other legal relationship between the Buyer and Respondent, unless and until they enter into a Contract.
- b. The following are binding on the Respondent:
  - i. The Respondent's signed declaration (contained in the EOI Response Form).
- c. Section 5.15 is 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 Section 5.13.

### 5.12. Exclusion from the EOI process

- a. The Buyer may exclude the Respondent from the EOI process if the Respondent:
  - i. Has breached the EOI-Terms and the Buyer considers the impact of the breach is more than trivial (this applies whether or not the provision in question is itself legally binding on the Recipient)
  - ii. Included a material error, omission or inaccuracy in the EOI
  - iii. Is in bankruptcy, receivership or liquidation
  - iv. Has made a false declaration
  - v. Has a conviction for a serious crime or offence
  - vi. Has failed to pay taxes, duties or other levies

- vii. Represents a threat to national security or to confidentiality of government information, and/or
  - viii. Is a person or organisation designated as a terrorist by New Zealand Police.
- b. The Buyer may exclude the Respondent from the EOI process if:
    - i. There was a serious performance issue in a previous, or current, contract delivered by the Respondent
    - ii. The Buyer considers the integrity of the Respondent is in doubt due to the Respondent's professional misconduct or an act or omission contrary to the Supplier Code of Conduct, and/or
    - iii. The Buyer becomes aware of any other matter that materially diminishes the Buyer's trust in the Respondent.

### 5.13. Buyer's additional rights

- a. Changes to the EOI
  - i. The Buyer may amend, suspend, cancel or re-issue the EOI, or any part of it, so long as it notifies the Respondent.
  - ii. The Buyer may change material aspects of the EOI, such as the timeline, Requirements, provided it gives the Respondent time to respond to update its EOI in relation to the changes.
- b. Timeline
  - i. The Buyer may accept a late EOI 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 EOI.
  - 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. The EOI
  - i. The Buyer may accept or reject any EOI, or part of an EOI. This includes any non-compliant, non-conforming or alternative EOI.
- d. EOI Process
  - i. The Buyer may provide Respondents with information arising from questions about the EOI.
  - ii. The Buyer may withhold information arising from questions about the EOI. 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.
  - iii. The Buyer may waive requirements or irregularities around the EOI process if the Buyer considers it appropriate or reasonable to do so.

- iv. The Buyer may decide not to enter into a Contract with any Respondent.
- e. Consortia and unbundling
  - i. The Buyer may make its selection conditional on the Respondent agreeing to:
    - (1). The Buyer selecting the Respondent to deliver the Requirements as a joint venture or consortium with another Respondent selected by the Buyer, and/or
    - (2). The Buyer selecting individual elements of the EOI that can be delivered separately, unless the EOI specifically states that the EOI, or the relevant elements, must be taken collectively.
  - ii. Section 1 of the EOI
  - iii. These EOI-Terms
  - iv. All other Sections of the EOI document
- 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.

#### 5.14. New Zealand law

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

#### 5.15. Disclaimer

- a. Nothing contained or implied in the EOI, or EOI 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 endeavor 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 EOI process, whether as a result of the Buyer exercising its rights under Section 5.13, the Buyer's negligence or breach of these EOI Terms, the Buyer failing to select the Respondent as the Successful Respondent, or any other cause.

#### 5.16. Precedence

- a. Any conflict or inconsistency in the EOI shall be resolved by giving precedence in the following descending order:

#### 5.17. Definitions

- a. In relation to the EOI the following words and expressions have the meanings described on page 18.

<b>Advance Notice</b>	A notice published by the Buyer on GETS in advance of publishing the EOI. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the EOI.
<b>Business Day</b>	Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
<b>Competitors</b>	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the EOI or in general.
<b>Confidential Information</b>	<p>Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the EOI process, where that information:</p> <ol style="list-style-type: none"> <li>Is by its nature confidential</li> <li>Is marked at the time of disclosure to the Recipient as 'confidential', 'in confidence', 'restricted', 'sensitive', 'secret' or 'top secret', and/or</li> <li>The Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider.</li> </ol> <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>
<b>Conflict of Interest</b>	<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> <ol style="list-style-type: none"> <li>Conflict with the Respondent's obligations to the Buyer under the EOI or in the provision of the goods or services, and/or</li> <li>Call into question the independence, objectivity or impartiality of any person involved in the EOI process on behalf of the Buyer.</li> </ol> <p>A Conflict of Interest may be:</p> <ol style="list-style-type: none"> <li>Actual: where the conflict currently exists</li> <li>Potential: where the conflict is about to happen or could happen, or</li> <li>Perceived: where other people may reasonably think that a person is compromised.</li> </ol>
<b>Deadline for Expressions (EOI)</b>	The deadline for delivering or submitting Expressions of Interest to the Buyer as stated in Section 1.2 of the EOI.
<b>Deadline for Questions</b>	The deadline for submitting questions to the Buyer as stated in Section 1.2 of the EOI.
<b>Expression of Interest</b>	A formal request by a Buyer asking potential Respondents to register their interest in a procurement. It is the first step in a multi-step tender process.
<b>Call for Expressions (EOI)</b>	The EOI comprises the Advance Notice (where used), the Call for EOIs (where used), the EOI document (including the EOI-Terms) and any other schedule, appendix or document attached to the EOI, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
<b>EOI Response Form</b>	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the EOI, duly completed and submitted by a Respondent as part of the EOI.
<b>EOI-Terms</b>	Means the EOI Terms as set out in Section 5 of the EOI, together with any additions or amendments to those EOI Terms specifically identified in Section 1 of the EOI.
<b>Intellectual Property</b>	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.
<b>Point of Contact</b>	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 EOI process. The Buyer's Point of Contact is identified in Section 1 of the EOI. The Respondent's Point of Contact is identified in its Requirements.
<b>Registration</b>	The response a Respondent submits in reply to the EOI. It comprises the EOI Response Form, and all other information submitted by a Respondent.
<b>Requirements</b>	The Buyer's requirements for goods and/or services as described in Section 2 of the EOI.
<b>Respondent</b>	A person, company or organisation that submits an EOI in response to the EOI. The term Respondent includes each member of any consortium.

For more definitions visit [www.procurement.govt.nz/procurement/principles-charter-and-rules/government-procurement-rules/definitions/](http://www.procurement.govt.nz/procurement/principles-charter-and-rules/government-procurement-rules/definitions/)







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