



INVERCARGILL CITY COUNCIL

REQUEST FOR EXPRESSION OF INTEREST

FOR

KEW BOWL – 390 ELLES ROAD, INVERCARGILL

5 DECEMBER 2018

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SECTION A – OVERVIEW, REOI PROCESS AND CONDITIONS

1. OVERVIEW

1.1 Scope of Request for Expression of Interest

1.1.1 This REOI is issued by Invercargill City Council (**Council**).

1.1.2 The purpose of this Request for Expression of Interest (**REOI**) is to invite interested parties to register their interest, by way of an expression of interest (**EOI**), in the purchase of Kew Bowl, 390 Elles Road, Invercargill and to pre-qualify successful participants for a subsequent sales process.

1.2 Background

1.2.1 The property details are:

Property Description: Lot 2 Deposited Plan 367605, SLA7A/746

Capital Value: \$280,000 as at 1 July 2017 (rating valuation)

Land Value: \$275,000 as at 1 July 2017 (rating valuation)

1.2.2 The Site



Area: 1.6395 hectares (more or less)

Frontage: 20.03 metres (approximate)

Depth: 157.04 metres (approximate)

Shape: Irregular

Contour: Predominantly level

Services: Normal City utility services are provided

Views: Localised urban views

Other: Embankment remains to the north, minimal if any adverse impact. Property has additional south frontage onto McQuarrie Street.

The subject property is positioned on the east side of Elles Road between Scott Street to the north and McQuarrie Street to the south, located between the Appleby and Strathern suburbs approximately 3 kilometres south of the Invercargill Central Business District. The surrounding development includes residential dwellings of mixed age and construction, the Southland Sports Bar plus Super Liquor, together with Council reserves and bare land to the east.

1.2.3 Zoning

Proposed District Plan: Invercargill City Council
Zone: Residential 1

Zone Description: Under the 2013 Invercargill City proposed District Plan, the land is zoned as Residential 1. This zone covers the greater part of the residential area of urban Invercargill and provides for residential development and redevelopment within it. Maintenance of critical mass and residential areas is the most important overall issue in enabling the Invercargill community to provide for its future wellbeing. This zone is operative and of legal effect.

Development Controls: Permitted activities include home occupation, home stay, residential activity, residential care activity limited to a maximum of eight persons. There are a number of discretionary activities with non-complying activities being any activity not listed as permitted or discretionary. These will require Resource Consent to undertake. The maximum residential density is one residence per 400 square metres under contiguous ownership. Where the residential density is one residence on a site equal to or greater than 350 square metres but less than 400 square metres and under contiguous ownership then it is a discretionary activity. Where the residential density is one residence on a site less than 350 square metres under contiguous ownership, then it is a non-complying activity.



1.3 Subsequent process

- 1.3.1 Without limiting the possible outcomes of this REOI process, the intended purpose of this REOI is to pre-qualify and shortlist successful parties for participation in a subsequent sale process. The intended outcome of the subsequent process is the entry into a contract for the sale of Kew Bowl.
- 1.3.2 It is intended that between one and 2 parties will be selected to participate in the subsequent sales process. However Council reserves the right to shortlist fewer or more participants and to shortlist all participants submitting EOIs.
- 1.3.3 The form of contract is proposed to be standard contract for sale of land. Particular and special conditions will also apply to the contract covering a range of contract details.

1.4 Possible outcomes

- 1.4.1 Following evaluation of the EOIs received, Council may:
- invite short listed participants to respond to a closed tender;
 - issue an open tender;
 - enter negotiations with preferred participants(s);
 - conclude the process without proceeding to a tender or awarding any contracts;
 - for the purposes of any subsequent sales process or negotiations amend the proposed contract structure, the description of the Kew Bowl or any other aspect of the process; and
 - include (at the Council's entire discretion) any other party in any closed tender issued following the conclusion of this REOI process.

1.5 REOI documents

- 1.5.1 This REOI comprises:
- (a) Section A - overview, REOI process and conditions
 - (b) Section B - information required
 - (c) Section C - the form of Expression of Interest

1.6 How to use this document

- 1.6.1 Section A of this document provides background information, instructions and conditions for responding to this REOI. You need to read and understand this section. Your acknowledgement of these requirements and conditions is included in the EOI form in Section C.
- 1.6.2 Section B of this document sets out the information required in your EOI.
- 1.6.3 Section C sets out the Expression of Interest form to be completed and returned with your EOI.

1.7 REOI not a tender document

- 1.7.1 This REOI is not a tender document and will not form part of any subsequent sales contract process. However the information provided may be used or incorporated into a subsequent process.

2. REOI PROCESS

2.1 REOI timetable

2.1.1 The timetable for this REOI is:

Date	Activity
5 December 2018	Issue of REOI
18 January 2019	Final date for clarification requests
31 January 2019	EOI submissions due
19 March 2019	Participants notified of decisions

The timetable may be subject to change at the sole discretion of the Council. Participants will be notified of changes by the Council Contact Person. The dates following the EOI submissions due date are indicative only.

2.2 Joint EOIs

2.2.1 Joint EOIs may be submitted. Where a joint EOI is submitted participants must provide full details of each party submitting the EOI and name one party as the single contact point for all communications with the participant relating to the EOI.

2.3 Submission of EOIs

2.3.1 EOIs should be submitted on the EOI form set out in Section C.

2.3.2 EOIs should be placed in a sealed envelope marked and addressed as follows:

“Expression of Interest for Kew Bowl”

and have the participant’s name clearly identified on the outside of the envelope.

2.3.3 EOIs must be received by Thursday 31 January 2019.

2.3.4 EOIs should be delivered between 8:30am and 5:00pm on business days except on the closing date when the delivery must be by 4:00pm.

2.3.5 You should ensure that your EOI is delivered before the closing date and time. Council’s policy is not to consider late EOIs. However, Council does retain the right to consider late EOIs where there is no material prejudice to other participants.

2.3.6 EOI submissions may be forwarded by delivery, post or by electronic mail. However, Council will have no responsibility or liability for any failure of submissions to be received by closing date or for any confidentiality consequences of such methods of submission provision.

2.4 Communication between Council and participants

2.4.1 All communications with Council concerning this EOI or requests for clarification or further information should be directed to Mel Greenfield (**Council Contact Person**), who is authorised to represent the Council in all matters regarding this REOI. The Council Contact Person can be contacted at:

Mel Greenfield
Investment Property Advisor
101 Esk Street, Private Bag 90104
Invercargill 9840
Email: mel.greenfield@icc.govt.nz

2.5 Additional information and clarification

- 2.5.1 Any requests for additional information or for clarification of this EOI should be forwarded in writing to the Council Contact Person
- 2.5.2 The Council will issue any clarification and/or change to this REOI by way of written amendment notice. A copy of each amendment notice will be emailed, mailed or delivered to each party uplifting this REOI. All amendment notices will become part of this REOI. Parties intending to submit an EOI should provide contact details to the Council Contact Person.
- 2.5.3 Responses to requests for information or clarification that relate solely to a participant's EOI may, at the Council's discretion, be provided to the participant requesting the information or clarification only.
- 2.5.4 The Council will not be bound by any statement, written or verbal, made by any person other than the Council Contact Person. The Council Contact Person (or any other person specifically authorised by the Council Contact Person) is the only person(s) authorised to make representations or explanations as to this REOI.

2.6 Compliance with REOI requirements

- 2.6.1 Failure to comply with a material requirement of this REOI may result in your EOI being determined to be non-conforming which may, at the Council's discretion, be rejected.

2.7 Canvassing

- 2.7.1 Participants should not indirectly or directly contact, lobby or canvass any *elected member, officer or employee* of the Council other than the Council Contact Person(s) concerning any aspect of this REOI process. Non compliance with this requirement may lead to disqualification of the EOI.

2.8 Site inspections

- 2.8.1 You may arrange for a site inspection by giving the Council Contact Person at least three (3) working days as notice to make arrangements.

3. GENERAL CONDITIONS

3.1 Rights reserved by Council

- 3.1.1 The Council reserves the right to:
- vary this REOI. Any such variation once notified by way of written amendment notice, will become part of this REOI;
 - select participants based on their EOI and invite them to participate in a closed tender or other process;
 - issue an open tender or other process;
 - proceed to the next stage of the process with modified descriptions of Kew Bowl including changes proposed to the Council, through this REOI process;
 - deal separately with any of the divisible elements of any proposal, received through this REOI process;
 - enter into discussions and/or negotiations with any one or more participants relating to matters dealt with in this REOI;
 - not to proceed to evaluation of EOI's;
 - reject all EOI's and not proceed to tender or negotiation;
 - limit or extend the list of potential participants beyond those who respond to this invitation;

- seek clarification of any aspect or information provided in an EOI and to seek further information from any party;
- waive any irregularities or informalities in this REOI process;
- amend the closing date for submission of EOIs or any other date referred to or implied in this REOI;
- suspend or cancel this REOI process in whole or in part and/or the overall process;
- re-advertise the REOI;
- consider or reject any alternative EOI, at the Council's sole discretion; and/or
- consider or reject any EOI that does not fully comply with this REOI, at the Council's discretion.

The Council shall not be bound to give reasons for any decision made under this clause.

3.2 Errors

3.2.1 The Council is under no obligation to check EOIs for errors.

3.3 No warranties or representations regarding information provided by Council

3.3.1 The Council makes no representations and gives no warranties other than as set out in this REOI document.

3.4 Confidentiality

3.4.1 This REOI and all other information supplied by the Council (or its advisers) in relation to this REOI is confidential and shall not be used other than for the purpose of preparing EOIs.

3.4.2 All EOIs provided to the Council shall be retained by the Council and shall be treated as confidential by the Council. However the Council is subject to the Local Government Official Information and Meetings Act 1987. Information provided by participants may be required to be disclosed under that act.

3.5 Information complete and accurate

3.5.1 By submitting an EOI each participant warrants and represents to the Council:

- (a) that all information provided by the participant to the Council or the Council Contact Person in or in relation to the participant's EOI is complete and accurate in all material respects; and
- (b) that the provision of that information to the Council and the use of it by the Council for the evaluation of the EOI and for the negotiation of any resulting contract, will not breach any third party intellectual property rights.

3.6 Council employees

3.6.1 Any participant who (if an individual) is also an employee of Council or (if a company) has an employee of Council as a shareholder or officer, shall be disqualified from submitting an EOI, other than an EOI on behalf of a Council's business unit.

3.7 EOI costs

3.7.1 Participants must pay their own costs of preparing and submitting EOIs, including (without limitation):

- (a) Any communications or negotiations with the Council;
- (b) Any meetings or interviews with the Council and

(c) Any site inspections.

3.8 Governing law

3.8.1 This REOI is governed by New Zealand law. The New Zealand courts have non-exclusive jurisdiction as to all matters relating to this REOI.

3.9 Liability limitation

3.9.1 Other than the acknowledgements, warranties and representations of the participant set out in these REOI documents, included in its EOI or implied by the submission of its EOI as set out in these REOI documents, no contract or other legal obligations shall arise between the Council and any participant out of or in relation to this REOI process. The Council and its agents or advisors will not be liable in contract or tort or in other way for any direct or indirect damage, loss or cost incurred by any participant or other person in respect of this REOI process.

4. EVALUATION OF EXPRESSIONS OF INTEREST

4.1 Evaluation criteria

4.1.1 EOIs will be evaluated against the Council's requirements as set out in this REOI document.

4.1.2 Each EOI received will be evaluated as to its merits with respect to but not limited to the following:

- (a) Council strategic objectives;
- (b) Council Community Outcomes

4.2 Clarification

4.2.1 During EOI evaluation, you may be contacted by the Council Contact Person in order to clarify any aspect of your EOI. These requests should be responded to promptly. The Council reserves the right not to consider an EOI where clarifying information is not promptly provided.

4.3 Alternative EOIs

4.3.1 Alternative EOIs may be considered or rejected by the Council in the Council's entire discretion.

5. REOI OUTCOMES

5.1 Communication of REOI outcomes

5.1.1 Participants will be notified in writing of the outcomes of this EOI.

5.2 Shortlisting and tendering

5.2.1 Where there is a decision to invite shortlisted participants to respond to a closed tender, the selected participants will be notified and provided the tender, will receive request for tender documents in due course. The unsuccessful participants will be advised that their EOI was not successful.

5.3 Shortlisting and negotiation

5.3.1 Where there is a decision to shortlist and proceed to negotiation directly from this REOI process:

- (a) the shortlisted participant(s) will be notified that they have been selected to enter into negotiations with Council and the expected time frame for negotiations.
- (b) other participants may be notified either that:

- their EOIs have been unsuccessful, or
- their EOI has not been rejected but they have not been selected for negotiations at that stage. Such participants may be invited to enter into negotiations if negotiations with higher ranking participants are not successful.

5.3.2 Any failure to reach agreement between the Council and any selected participant may result in a re-evaluation of other participants. Contract negotiation may then commence with the participant(s) selected from this re-evaluation.

5.3.3 Any negotiations shall be on the basis that neither party shall be bound unless and until the contract documents are executed.

5.4 Preferred participant

5.4.1 Should the Council advise any participant that its EOI is the 'top ranking' or preferred EOI, such advice does not:

- (a) constitute an acceptance by the Council of that EOI or create a contract;
- (b) constitute an award of the contract to that participant; or
- (c) imply or create an obligation on the Council to enter into or continue negotiations with or award the contract to such participant.

5.4.2 The Council may discontinue negotiations with any 'top ranked' or preferred participant at any time.

5.5 Post evaluation de-brief

5.5.1 Participants may request a post-evaluation debrief meeting with a Council representative to discuss their EOI submission. The purpose of such debrief is to provide helpful feedback on the participant's EOI to assist the participant to improve subsequent submissions. Any such meeting will not cover details of competing EOIs or the basis of specific evaluation for any EOI, will be informal, on a without prejudice basis and non minuted.

SECTION B – INFORMATION REQUIRED

6. INFORMATION REQUIRED

6.1 Instructions

- 6.1.1 This Section sets out the information required in your EOI. Please provide all information requested.
- 6.1.2 Please complete the form of Expression of Interest set out in Section C.
- 6.1.3 EOIs should be structured and include the information as set out in this Section. **(Please follow the same order and paragraph numbering.)** Where an information requirement is not relevant to your EOI then indicate 'N/A' or 'Not Applicable' against that item. If the information requirement invites you to comment and you do not choose to, then indicate 'No Comment' against that item.
- 6.1.4 A word version of this Section is available for use by participants. Note the existing text in the form should not be changed and that non-identified changes will be disregarded. Use of the electronic version is strongly recommended.
- 6.1.5 Please provide two (2) hard copies of your EOI. You may also provide further material in support of your EOI. Please list all further material in a covering letter. You only need to supply 1 copy of any additional material (e.g. brochures) not specifically requested by this REOI.

6.2 Information required

- 6.2.1 Please provide the following information:
- (a) Name of Applicant
 - (b) Structure of applicant (i.e. company, partnership, sole trader)
 - (c) Relevant experience/activities of your group/organisation
 - (d) For what purpose are you interested in purchasing the site?
 - (e) Describe in detail your intended type of use/business for the site
 - (f) Management skills
 - (g) Additional information to support your application (references etc.)
 - (h) Indicative offer price
 - (i) Any conditions on offer

SECTION C – FORM OF EXPRESSION OF INTEREST

Deliver to: Mel Greenfield
Investment Property Advisor
Invercargill City Council
101 Esk Street
Private Bag 90104
INVERCARGILL 9840

We attach our expression of interest (**EOI**) for the purchase of Kew Bowl, 390 Elles Road, Invercargill in accordance with your Request for Expression of Interest dated 5 December 2018.

We acknowledge receipt of amendment notices numbered [] to []

We attach all information required by the REOI.

Contact details for this EOI are:

Contact person

Phone: DDI and Mobile

Email

Postal Address

Courier Address

Signed for and on behalf of the

Submitting party/ies:

Name

Organisation

Position in Organisation

Signature

Date

