

# East and North Frame Residential Precinct

Request for expressions of interest

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C H R I S T C H U R C H , N E W Z E A L A N D



# Foreword

The rebuilding of Christchurch following the Canterbury earthquakes is a \$40 billion programme that will drive decades of development and growth. The scale, coordination and committed approach to the rebuild presents an unprecedented development opportunity in New Zealand; a unique opportunity to rebuild a compact and vibrant new central city combining rich natural and cultural heritage, a deep economic base and best-practice 21st century urban design.

Christchurch's residents, both local and national industry and the New Zealand Government are all committed to making this happen. It's an opportunity too good to pass up.

As part of the rebuild, the New Zealand Government is acquiring the necessary land, and is committed to ensuring the development of the **East and North Frame Residential Precinct**: bringing inner city living within a stone's throw of all the central city has to offer.

This invitation for Expressions of Interest (EOI) seeks responses from leading developers of medium density residential property who are interested in developing within the Residential Precinct.



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# Why invest in Christchurch?

## Everyone is committed

There is unprecedented cooperation between community agencies, the local iwi and Government at all levels, making business easier and problem-solving faster. Processes are transparent; there is an attitude of problem-solving.

Despite the earthquakes, people have stayed to be part of the region – Canterbury’s population has grown since the earthquakes – and the highly skilled workforce remains connected and dynamic.

## Red tape is being cut

The Canterbury Earthquake Recovery Act 2011 (CER Act) provides special powers to fast track recovery. The New Zealand Government has set up an enabling framework of specific planning provisions unique to Christchurch.

## Risks are being mitigated

Extensive geotechnical assessment has shown that the risk of further large earthquakes has significantly decreased and continues to fall. A combination of enhanced building codes, new technology, and building foundations to fit conditions means the rebuild will be done safely. Drilling and testing has proven that the CBD is suitable for redevelopment; the region as a whole remains economically powerful and an excellent investment proposition. Insurance options remain robust and affordable.

## How we rank internationally



New Zealand enjoys the **highest level of personal freedom** in the world (Canadian Fraser Institute 2012)



For ease of doing business (World Bank 2012)



# #4

In **economic freedom** (Heritage Foundation 2012)



Christchurch: voted by Lonely Planet in the Top Ten Places to visit 2013



New Zealand is the **least corrupt** place in the world to do business (Transparency International's Corruption Perceptions Index 2012)



# #5

In living standards (UN 2012)

● Concrete Propositions by Ash Keating: Gap Filler and Christchurch Art Gallery join forces to create short-term dynamic projects

● Temple Basin skifield in the Selwyn District

● Pegasus Golf and Sports Club in the Waimakariri District

# The Recovery Plan

In July 2012 the Canterbury Earthquake Recovery Authority (CERA) launched the Christchurch Central Recovery Plan (Recovery Plan), including a Blueprint for the city. The Recovery Plan followed on from 'Share an Idea', the hugely successful campaign of Christchurch City Council (CCC) in which the people of greater Christchurch contributed their ideas for the future of their city. In line with those ideas, the Recovery Plan sets out a vision for a greener, stronger, more compact, vibrant and accessible city.

The Recovery Plan identified the location of 17 anchor projects; key developments in Christchurch's central city. With public sector backing, these projects will lead the rebuild of the central city, encourage private sector development and catalyse investment, growth and social energy and so bring back a greater number of people into the central city.

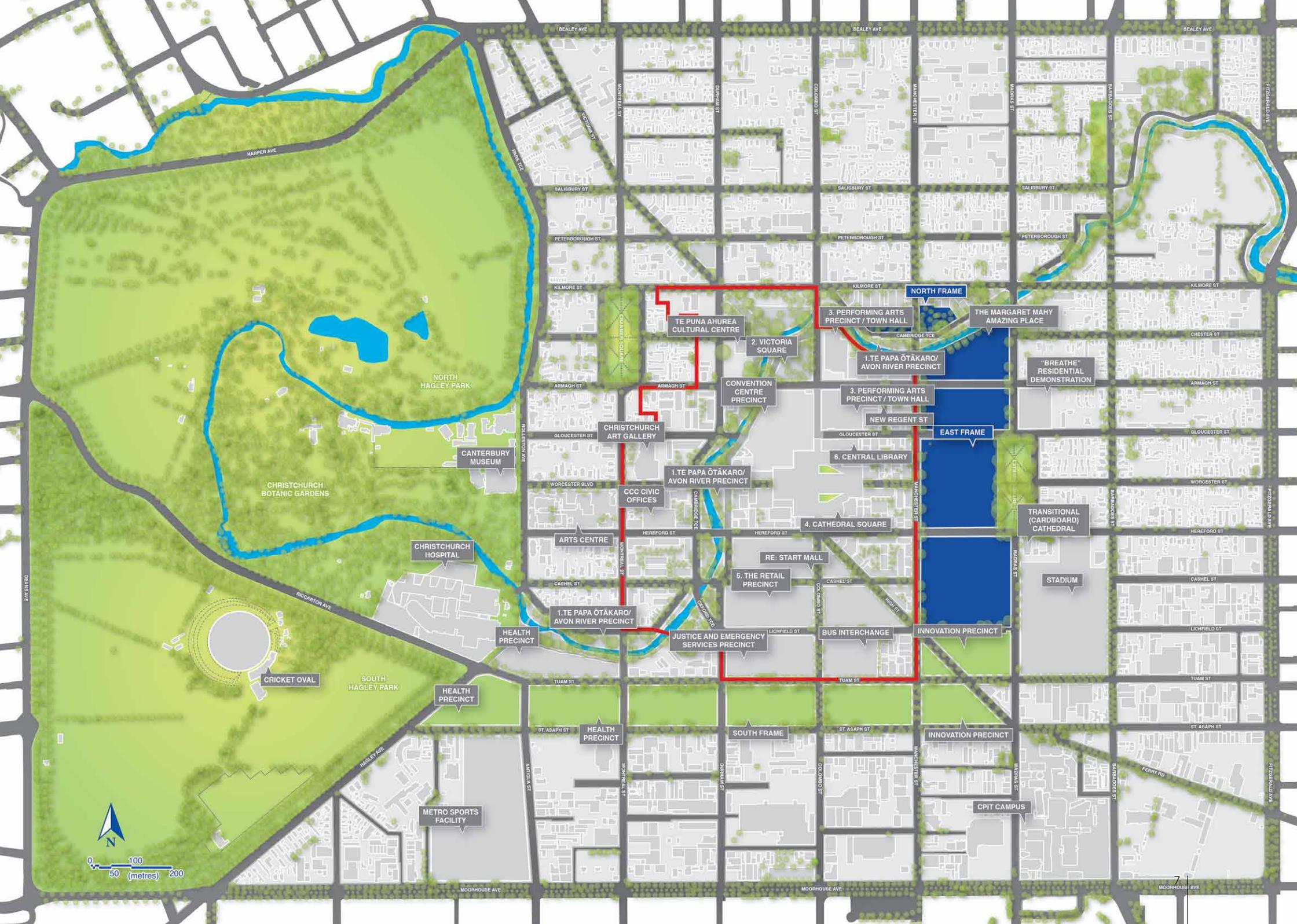
CERA, through the Christchurch Central Development Unit (CCDU), is responsible for the delivery of anchor projects, in partnership with the CCC and other stakeholders.

Six anchor projects have been prioritised for early development:

1. Te Papa Ōtākaro/Avon River Precinct
2. **The East and North Frame**
3. The Bus Interchange
4. The Justice and Emergency Services Precinct
5. The Christchurch Convention Centre Precinct, and
6. The Metro Sports Facility.

CERA is seeking private sector participation in a number of these anchor projects.

The Recovery Plan is also being expanded to cover specific residential housing and transport elements that, together with the above projects, will play a significant part in the rebuild and regeneration of the city centre.



HARPER AVE

BEALEY AVE

BEALEY AVE

BEALEY AVE

NORTH HAGLEY PARK

CHRISTCHURCH BOTANIC GARDENS

CRICKET OVAL

SOUTH HAGLEY PARK

METRO SPORTS FACILITY

MOORHOUSE AVE

MOORHOUSE AVE

MOORHOUSE AVE

CANTERBURY MUSEUM

CHRISTCHURCH HOSPITAL

HEALTH PRECINCT

HEALTH PRECINCT

HEALTH PRECINCT

TE PUNA AHUREA CULTURAL CENTRE

2. VICTORIA SQUARE

CONVENTION CENTRE PRECINCT

1. TE PAPA OTAKARO/ AVON RIVER PRECINCT

ARTS CENTRE

RE: START MALL

5. THE RETAIL PRECINCT

JUSTICE AND EMERGENCY SERVICES PRECINCT

BUS INTERCHANGE

INNOVATION PRECINCT

INNOVATION PRECINCT

CPIT CAMPUS

3. PERFORMING ARTS PRECINCT / TOWN HALL

1. TE PAPA OTAKARO/ AVON RIVER PRECINCT

3. PERFORMING ARTS PRECINCT / TOWN HALL

6. CENTRAL LIBRARY

4. CATHEDRAL SQUARE

NORTH FRAME

EAST FRAME

SOUTH FRAME

INNOVATION PRECINCT

THE MARGARET MAHY AMAZING PLACE

"BREATHE" RESIDENTIAL DEMONSTRATION

TRANSITIONAL (CARDBOARD) CATHEDRAL

STADIUM

HARPER AVE

BEALEY AVE

BEALEY AVE

BEALEY AVE

NORTH HAGLEY PARK

CHRISTCHURCH BOTANIC GARDENS

CRICKET OVAL

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STADIUM

# The East and North Frame Residential Precinct

## – Creating the right environment to live

By creating the Frame around a smaller and more compact CBD Core, the Crown has made a bold move to ensure the success of central Christchurch. By restricting the availability of commercial land, the Crown has created the opportunity to ensure the city returns as the thriving and exciting hub for the South Island. Once rebuilt, the city is expected to support 60,000 employment positions.

The East and North Frame Residential Precinct will provide a significant opportunity across 14 hectares of land (6.8ha of development) to create a new residential community located only a few blocks

from the heart of the city. This will be a world class neighbourhood of facilities and amenities, including:

- a major regional attraction: the Margaret Mahy Family Playground
- strong transport links across car, bus, walking and cycling modes
- safe, well lit and beautifully designed open spaces
- cafés, bars and restaurants right on the doorstep, and with hospitality hubs only a short walk away
- a whole specialist retail precinct within two city blocks of your doorstep
- a world class waterfront in Te Papa Ōtākaro/ Avon River Precinct
- an array of new and re-developed civic spaces
- a new Performing Arts Precinct and an art trail to rival any international art destination
- employment powerhouses in the Justice and Emergency Services and Health Precincts, along with new commercial buildings accommodating over 3,400 government employees.





CERA is making a considerable investment to establish a \$116 million world class waterfront created by Te Papa Ōtākaro/Avon River Precinct. The North Frame and northern portion of the East Frame will gather around the Ōtākaro/Avon River and the entire East Frame will be focused around the proposed central park which will run north to south through the entire East Frame. The East and North Frame will be a desirable place to live that creates a new standard in inner city living.





## The land available for development

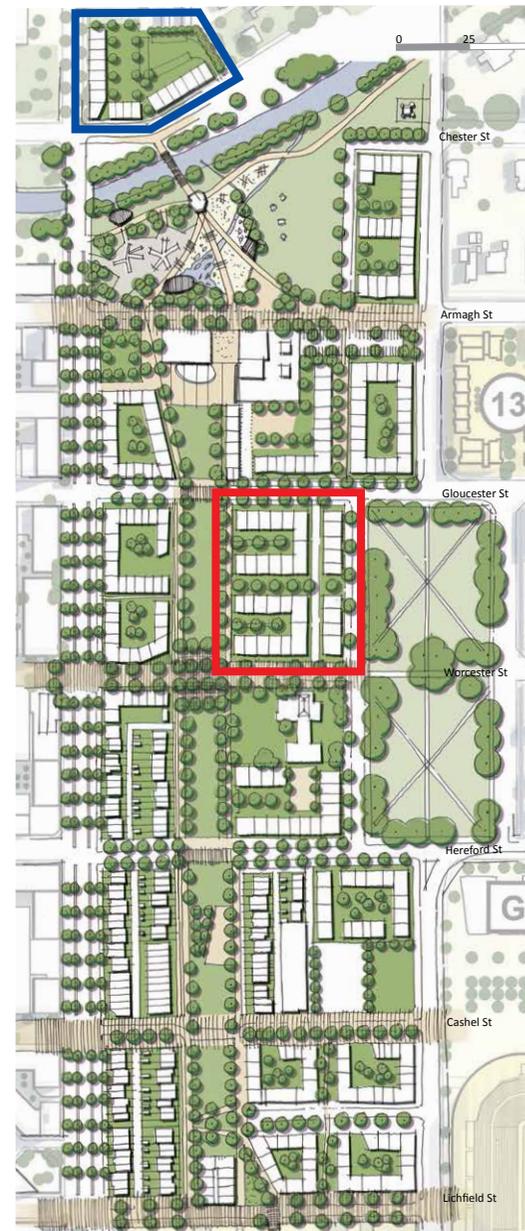
The indicative masterplan to the right illustrates the parcels of land within the East and North Frame that will be available for development, described as “Super-Lots”. In summary:

- the East and North Frame has a gross land area of 14.6 ha and an estimated net developable area of 6.8ha representing 13 Super-Lots averaging 0.52 ha (5,200m<sup>2</sup>)
- it is expected that the total retail value of built product will be in the vicinity of \$250 to \$300 million (excluding GST)
- the development opportunity incorporates significant planned public realm (\$31 million Crown investment), including the central park and Te Papa Ōtākaro/Avon River Precinct (\$116 million)
- CERA will deliver the public realm, and create serviced Super-Lots
- CERA is seeking accelerated development of the North Frame Super-Lot
- extensive environmental and geotechnical investigations are currently being completed, with this information provided at the Request for Development Proposal (RFDP) phase (see Procurement Process, p.18).

## Masterplan

The indicative masterplan (developed by CERA in conjunction with external experts) shows the North Frame Super-Lot and East Frame first Super-Lot, along with an indication of the balance of Super-Lots that will be created by the Crown.

CERA is seeking accelerated development of the North Frame Super-Lot.



-  *North Frame Super-Lot accelerated development sought*
-  *East Frame First Super-lot*

## CERA's objectives

The key objectives sought by CERA for the East and North Frame Residential Precinct are:

- establishing a new area of medium density central city living, which demonstrates best practice urban design, supported by:
  - a diversity of housing typologies;
  - a strong, attractive and desirable neighbourhood; and
  - opportunities for not-for-profit or community facilities.
- providing development opportunities for accommodating a minimum of 1,500 people living in the East and North Frame
- accelerated development of the North Frame Super-Lot with construction to commence within nine months of entering into the required agreements, subject to obtaining necessary consents, and completion to occur within 18 months of commencement of construction
- completing the first development in the East Frame during, or before the end of 2017, with the overall development completed by about 2024
- developing the East and North Frame in a way that stimulates and complements residential and commercial activity in the central city
- ensuring that financially viable developments are enabled while achieving the above objectives.

### Indicative development framework

The East and North Frame Residential Precinct project involves design and delivery by the private sector of a comprehensive medium density housing community of the highest design quality. In order to meet CERA's objectives, the following indicative development criteria will be required:

- a density of 100 dwellings per hectare on average over the development area, delivered via a mix of terrace housing and apartment typologies over each Super-Lot. This equates to a target of 750 dwellings or more across the East and North Frame.
  - CERA acknowledges that density will most likely have to increase over time, with later stages delivering higher density than the earlier stages of development
  - in the East Frame, lower density (terraced housing or similar for example) is anticipated within the eastern Super-Lots along Madras Street and higher density (apartment typologies for example) is anticipated within the western Super-Lots fronting Manchester Street. That said, some typology diversity is essential within each Super-Lot.
- relatively low rise buildings (21 metres overall maximum height and 14 metres height along the Central Park boundary)
- no minimum car parking requirements
- good quality useable private outdoor living spaces
- a strong interface with public realm.

The residential development is expected to deliver innovation and best practice urban design outcomes, while balancing technical and financial imperatives. The extent of non-residential uses will be restricted to a limited number of compatible activities which support residential living, including home office, café, crèche, gym, church and community facilities and "corner shops".

# What is being sought from Respondents?

## Introduction

CERA invites Expressions of Interest (EOI) from suitably qualified and experienced developers interested in developing medium density residential property (with some limited mixed use) in the East and North Frame Residential Precinct. Specific design proposals are not required at this stage.

In preparing responses to this EOI, respondents are asked to complete the Form of Response set out in Appendix 4.

## Development options

CERA is seeking responses from developers interested in delivering some or all of the Super-Lots in the East Frame. CERA is also seeking accelerated delivery of residential development in the North Frame, comprising the 4,560m<sup>2</sup> Super-Lot fronting the Ōtākaro/Avon River as identified on the master plan.

Respondents are requested to indicate their interest in the following development options:

- (a) developing the North Frame Super-Lot, on an accelerated basis,
- (b) developing the first East Frame First Super-Lot, or
- (c) developing all 13 East and North Frame Super-Lots covering approximately 6.8ha (with development of the North Frame Super-Lot being on an accelerated basis).

## Delivery model(s)

Whilst significant project planning has taken place, including the development of a commercial business case, the Crown does not yet have a final view on the type of delivery model to be used for the project. However the Crown's preference is for partnering approaches to be delivering the project. CERA acknowledges that a single partner is likely to offer greater benefits to both parties over multiple development agreements. The Crown is interested in delivery models that will ensure CERA's objectives for the East and North Frame Residential Precinct are met and that provide some ability for the Crown to share in the project's success.

Respondents are requested to indicate their interest in the following delivery models:

### *Development agreement*

The development agreement may include a component of revenue sharing.

The development agreement will:

- (a) require the developer to develop the Super-Lot(s) in accordance with an agreed master plan,
- (b) require the developer to pay consideration for the development rights and land by way of a development fee or otherwise to CERA,

- (c) on achievement of agreed completion milestones, CERA would transfer the land to the developer, and
- (d) otherwise be on terms and conditions required by CERA.

CERA intends to provide a draft of the development agreement to Shortlisted Parties during the RFDP stage.

### *Corporate joint venture arrangement with the Crown (North Frame only)*

With respect to the North Frame Super-Lot only, the Crown is willing to consider a corporate joint venture delivery model to ensure accelerated delivery of the project.

### *Alternative delivery models*

It is unlikely that CERA will be interested in alternative delivery models that require additional equity to be provided by the Crown over and above the value of the land (except in regard to joint venture for the North Frame Super-Lot).

To assist CERA consider whether to include alternative delivery models in the RFDP, CERA invites respondents to suggest alternative delivery or pricing models to the delivery models described above.

Any alternative model must ensure CERA's objectives for the East and North Frame Residential Precinct are met, constitute value for money for the Crown, allow the Crown to share in the project's success and provide a certain exit strategy for the Crown on completion of the development.

## **Specified Information about Respondent**

Respondents are required to provide the Specified Information set out in Appendix 4.

# Procurement process

The process for selecting a developer(s) for the East and North Frame Residential Precinct will consist of two phases:

## Phase 1 – Expression of Interest

Interested parties (Respondents) respond to this EOI in the form set out in Appendix 4.

To better understand a response and to ensure consistency with CERA's objectives for the Project, CERA may invite a respondent to present to CERA and its advisors to elaborate and explain the contents of its EOI response. If CERA elects to do so, this is an exercise of its rights reserved in Appendix 3 and does not limit those rights in any way.

CERA will review and evaluate the responses in accordance with the Evaluation Criteria set out in Appendix 2. CERA may then select a small number of parties (Shortlisted Parties) for progression to the next phase; Phase 2, RFDP.

## Phase 2 – Request for Development Proposal (RFDP)

CERA may invite Shortlisted Parties to enter into a RFDP process, in which the Shortlisted Parties will be asked to submit detailed development proposals, including draft commercial terms based on either a project development agreement to be provided by CERA to Shortlisted Parties, or other documentation implementing any alternative delivery model. Detail will be required on various aspects of the development proposal, including financing, design, construction, marketing, delivery and sales programme.

CERA may select a preferred developer(s) out of the RFDP process (Preferred Developer(s)). General factors that will be relevant to the selection of the Preferred Developer(s) will include:

- the party's ability and capacity to deliver good quality and diverse medium density housing in a timely manner and in a way that contributes to the creation of a strong and attractive inner city community,

- the degree with which the party's proposals will also stimulate an increase in residential population within the central city,
- the extent of innovation, sustainability and quality in the design concepts and principles offered,
- the party's proposed commercial terms, and
- any other matters CERA considers relevant.

Subject to approvals, CERA may enter into negotiations with the Preferred Developer(s) to finalise the development proposal and commercial terms.

In addition to the timeline for this EOI set out in Section 1.4 of Appendix 1 (and subject to obtaining all approvals and entering into all necessary agreements, where appropriate), an indicative timeframe of the Procurement process is as follows:

Shortlisted Parties are selected out of this EOI process	March/April 2014
RFDP is issued	May 2014
RFDP responses are assessed and Preferred Developer(s) selected	September/October 2014

The RFDP process described above is indicative only and full details of the process will be set out in the RFDP documentation. That documentation will provide comprehensive information on the development, including detailed requirements of the development, submission requirements and evaluation criteria.

#### **Engaging with CERA**

The chief executive of CERA, on behalf of the Crown, will be the contractual delivery partner for the project and will engage with Respondents as set out in this EOI. CCDU has established the following project resources to deliver the Project:

- Development Director – Rob Kerr
- General Manager Commercial – Ben King
- General Manager Investment – Murray Cleverly
- Commercial Manager – Kevin Miles

Project Advisors:

- Property and Commercial – TBC
- Legal – Minter Ellison Rudd Watts

## APPENDIX 1

# Process details

The information being sought by CERA from interested respondents is set out in this EOI. Summary information about this EOI is provided in the table below.

### 1.1. Contact details

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CERA's contact person:	Gabrielle Bettany
CERA's contact person's postal and physical address:	Canterbury Earthquake Recovery Authority Level 8, 62 Worcester Boulevard Private Bag 4999, Christchurch 8140
CERA's contact person's email address:	Written questions only may be sent to: <a href="mailto:gabrielle.bettany@cera.govt.nz">gabrielle.bettany@cera.govt.nz</a>

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### 1.2 Guidance to Submitters

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EOI Administration and next steps	Appendix 2
EOI Terms and Conditions	Appendix 3

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### 1.3. Your Response

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You must respond in the form given in:	Appendix 4
Size limit for responses (including attachments):	15 A4 pages (excluding CVs of Key Personnel and Financial Statements). Each CV should not exceed two pages in length.
Response format required:	4 hard copies bound 1 hard copy unbound 1 PDF format soft copy
Address to:	Canterbury Earthquake Recovery Authority Level 8, 62 Worcester Boulevard Private Bag 4999, Christchurch 8140
You must confirm that you are willing to execute a Confidentiality Agreement generally in accordance with the form given, as a condition precedent to receipt of the RFDP:	Appendix 4

### 1.4. Timelines

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You must ask any questions before:	3.00pm on 14 March 2014, New Zealand Daylight Time (NZDT)
You must respond by (closing date):	5.00pm on 21 March 2014, NZDT
Respondents notified of outcome by:	16 May 2014

## APPENDIX 2

# EOI administration

### Due Date for Responses

Responses to this EOI are due by the closing date given in Section 1.4 of Appendix 1. CERA reserves the right at its sole discretion to extend the closing date for responses.

### Format of Responses

Responses must be provided in English in the format set out in Appendix 4, although responses incorporating Te Reo Māori will also be acceptable. The response must be signed by a duly authorised representative.

### Submission of Responses

Responses are to be delivered to the address given in Section 1.1 of Appendix 1.

### Enquiries and Communications

All communications relating to this EOI, or requests for clarification or further information, should be directed by email to the contact person stated in Section 1.1 of Appendix 1. You must not contact CERA in relation to this EOI other than in accordance with Section 1.1 of Appendix 1.

All requests for clarification or further information must be received by the date given in Section 1.4 of Appendix 1. Any requests received after this time and date may or may not be responded to, at CERA's sole discretion. Any clarification or further information will, in general, be provided to other interested Respondents.

You must not make any public statements regarding this EOI, without the prior written consent of CERA. Unauthorised communication by you about this EOI or with CERA or any other person in relation to this EOI may, at CERA's sole discretion, lead to your disqualification from this EOI process.

### Evaluation

CERA will establish a panel to evaluate the responses to this EOI, which may include representatives from other stakeholders or independent experts. The panel will assess each response on how well it meets the requirements of this EOI. Evaluation criteria listed in order of priority comprise the following:

1. execution of “Validity of Respondent’s Response”, “Anti-Collusion Warranty”, “Conflict of Interest Disclosure” and the “Confidentiality Agreement” contained in Appendix 4,
2. development option: Degree to which the indicative development option best meets CERA’s objectives for the East and North Frame Residential Precinct,
3. delivery model: Degree to which the indicative delivery model for development is suitable, feasible and attractive to the Crown and best meets CERA’s objectives for the East and North Frame Residential Precinct,
4. relevant Experience: how well your response meets the specific evaluation criteria set out in Appendix 4,
5. financial Capacity: how well your response meets the specific evaluation criteria set out in Appendix 4,
6. track Record: how well your response meets the specific evaluation criteria set out in Appendix 4,
7. proposed Delivery Team: how well your response meets the specific evaluation criteria set out in Appendix 4, and
8. general Compliance: your general compliance with the requirements of this EOI.

## APPENDIX 3

# EOI terms and conditions

### Acceptance of EOI terms and conditions

By submitting a response, the Respondent accepts that it is bound by the terms and conditions set out in this EOI.

### Status of Expression of Interest

Neither this EOI nor the EOI process shall create any contractual, equitable or other obligations on CERA or any right in favour of an interested Respondent that is enforceable against CERA. In particular, and without limit, this EOI is not a contractual offer. If there is any conflict or inconsistency between the terms and conditions set out in this EOI and the terms contained in any response, the terms and conditions set out in this EOI shall prevail.

### Confidentiality

**CERA is subject to the provisions of the Official Information Act 1982 (OI Act). If a Respondent wishes to protect specific information, it may mark it as “Commercial: In Confidence”. It is not acceptable that the entire response be marked as such. CERA will take into account such indications when responding to any request made under the OI Act. CERA cannot, however, guarantee that information marked “Commercial: In Confidence” can or will be protected if CERA receives a request for information under the OI Act or if CERA is otherwise obliged by law to disclose such information.**

A Respondent shall not make any public statements regarding this EOI without the prior written consent of CERA. All Shortlisted Developers will be required to enter into CERA’s Confidentiality Agreement generally as set out in Appendix 3 as a condition precedent to the receipt of the RFDP.

### Collection of information

Each Respondent authorises CERA to collect any information from the Respondent and relevant third parties (such as referees) and to use that information as part of its evaluation of the response.

### Conflicts of interest

Each Respondent must disclose any actual or potential conflict of interest (whether real or perceived) in relation to the matters covered by this EOI.

### Ownership of response documents

The content of this EOI and all documentation or other information provided by or on behalf of CERA is and shall remain the property of CERA, and may only be used by the Respondent for the sole purpose of responding to this EOI. The responses submitted to CERA shall be retained by CERA.

Intellectual property in a response to this EOI will not pass to CERA. However, by submitting a response, each Respondent licenses CERA to use, copy, adapt, modify and reproduce responses for the purpose of evaluating responses and to otherwise further the procurement for the East and North Frame Residential Precinct.

### Information complete and accurate

By submitting a response, each Respondent warrants that all information provided by it to CERA in, or in relation to, the response is complete and accurate in all material respects. Each Respondent also warrants to CERA that the provision of that information to CERA, and the use of it by CERA for the evaluation of the response, any resulting negotiation, and any other use related to the process and next steps will not breach any third party’s intellectual property rights.

### Respondents to inform themselves

CERA makes no representation and gives no warranty as to the accuracy or completeness of any information that is or will be provided by or on behalf of CERA in connection with the EOI process. CERA accepts no liability on account of errors in any statements made or data provided in the course of response preparation, within this EOI document itself or subsequent negotiations and each Respondent must rely on its own enquiries.

## APPENDIX 3

# EOI terms and conditions

### Cost of responding

Each Respondent shall be responsible for all of its costs associated with preparing and submitting its response.

### Notification of Expression of Interest outcome

The Shortlisted Parties (if any) will be advised that they have been selected to participate in the next phase of the EOI process.

CERA will notify all unsuccessful Respondents to this EOI that they have not been invited to participate in the next stage of the process. Upon request, CERA may provide brief reasons to unsuccessful Respondents once the Shortlisted Parties have been notified.

### Notice generally

CERA will satisfy its obligations under this EOI to provide notice or other information to all Respondents by publishing that notice or information on the GETS website, or if applicable, by communicating directly to all Respondents participating in the EOI process at the time the notice is given.

### Exclusion of liability

To the extent permitted by law, the Crown (including, without limit, Ministers, chief executives and the entities of the Crown, including, without limitation, CERA) and CERA's employees, secondees, contractors and agents will not be directly or indirectly liable (whether in contract, tort or otherwise) for any damage, loss or cost arising from, or in connection with, this EOI.

### Rights reserved by CERA

Despite any other provision in this EOI, CERA reserves the right in its sole discretion to:

- reject all or any of the responses,
- accept or reject any late or non-conforming response; where CERA accepts a late response it will do so in accordance with good practice and consistent with any public law obligations,
- consider whether to accept any variations or alternatives put forward by any of the Respondents,
- negotiate with any Respondent who submits a response (to the exclusion of other Respondent(s)) at any time and upon any terms and conditions,
- seek further details or clarification from a Respondent about any aspect of its response, provided that CERA will not be obliged to seek the same details or clarification from each Respondent,
- amend, suspend or withdraw all or any part of this EOI or the EOI process via written notice to all Respondents,
- alter timelines (including those in Section 1.4 of Appendix 1 of this document),
- accept all or any part of any proposal, unless specifically stated otherwise in a proposal by the Respondent,
- negotiate with Respondents with the intention of amalgamating all or part of differing proposals,
- enter into discussions and negotiations with any person or organisations, not necessarily restricted to those who respond to this EOI.

### Governing law

This EOI is governed by New Zealand law and each Respondent submits to the non-exclusive jurisdiction of the New Zealand courts as to all matters relating to this EOI.

## APPENDIX 4

# EOI form of response

Contact details and Respondent information

Information required	Respondent's details
Trading Name	
Legal Name	
Name of Directors	
Address for Service	

## APPENDIX 4

# EOI form of response

### Respondent's Representative

The Respondent's Representative (primary contact person) submitting this EOI response is:

The Respondent's Representative is:	
Phone:	
Mobile:	
Fax:	
Postal:	
Email:	

## APPENDIX 4

# EOI form of response

<p><b>Preferred Super-Lots</b></p> <p>Identify which Super-Lot(s) you are interested in developing.</p> <p>If you have selected the North Frame Super-Lot, please confirm that you will be able to meet the accelerated timeframes which apply as set out in CERA's objectives.</p>	
<p><b>Preferred delivery model</b></p> <p>Identify your preferred delivery model and include a brief explanation of how the delivery model will be applied.</p> <p>In particular, please highlight:</p> <ul style="list-style-type: none"><li>• envisaged risk allocation,</li><li>• key risks to manage, and</li><li>• key benefits to CERA arising from application of the delivery model.</li></ul>	
<p><b>Partnering approach</b></p> <p>Describe how you would work with CERA in a long term partnership to deliver the project.</p> <p>Identify the key characteristics and considerations of a partnering arrangement that you consider essential for successful delivery.</p>	

## APPENDIX 4

# EOI form of response

Specified information about Respondent	Specific evaluation criteria	
<p>Where the Respondent is a consortium or other group of members, the Specified Information of each member must be provided.</p>		
<p><b>Relevant experience</b></p> <p>Details of at least three (3) specific relevant projects undertaken in the last five years (within New Zealand or overseas) of similar scale, complexity and partnering approach to the project where the Respondent has acted as the developer or development manager (or similar role). Expert knowledge of similar projects to the project outlined in this document is required.</p> <p>Commentary on how these relevant projects demonstrate the attributes and value the Respondent will bring to this project.</p> <p>State how the objectives of the past relevant projects were similar to CERA's objectives for this project and explain how the knowledge gained from those prior projects can be utilised and transferred to the project.</p> <p>Statement of the relevant expertise/experience of any delivery partners, designers or major subcontractors that the Respondent proposes to use.</p> <p>Evidence via case study of the application of innovative approaches to master planning/design, supply chain management, construction, sustainability and/or delivery of residential and community development.</p> <p>Statement of experience and capability with partnering models and project development agreement delivery mechanisms or similar contractual arrangements.</p>	<p>Degree to which submission has demonstrated the experience and understanding necessary to undertake projects of this type.</p>	

## APPENDIX 4

# EOI form of response

<p><b>Financial and delivery capacity</b></p> <p>Brief statement of funding capacity for the project, including sufficient information to demonstrate that the Respondent has the capacity to fund a development of this type.</p> <p>Banker's references, and the last three years of financial statements for each Respondent member company.</p> <p>Information on the likely approach to funding (i.e. level of equity and expected pre-sales requirement) and likely mix of funding types.</p> <p>Names of related bodies corporate and a structure diagram showing the companies within the group and ownership of each Respondent member. Indicate which companies would provide parent company guarantees.</p> <p>Please list all current projects the Respondent is committed to including the location and value of each.</p>	<p>Degree to which submission has demonstrated financial viability to undertake projects of this scale and risk profile and a robust approach to financing.</p>	
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## APPENDIX 4

# EOI form of response

<p><b>Track record</b></p> <p>Provide details of Respondent's performance in successfully undertaking and completing the relevant projects referred to above (Relevant Experience).</p> <p>Provide evidence of having worked collaboratively and in partnership with government entities and other stakeholders on those projects.</p> <p>Provide a minimum of three references from previous or current clients/projects, stating the nature of the project, approximate monetary value and duration of the work.</p> <p>Provide evidence of ability to meet health and safety obligations and appropriate standards of environmental management.</p> <p>Provide details of any of your directors or major shareholders who have been personally declared bankrupt, or have been directors or shareholders of a company placed in receivership or liquidation (provisional or otherwise).</p> <p>Provide details of any relevant potential, pending or successful legal actions against you in the last five years.</p>	<p>Degree to which submission has demonstrated that the Respondent has a proven ability and capacity to deliver projects of the scale and complexity of the project in this EOI.</p>	
<p><b>Proposed delivery team</b></p> <p>Provide statement on competence of the key personnel proposed for this project, with particular regard to the skills and experience in delivering projects of this type.</p> <p>Provide CVs, of key individuals that will be responsible for the stages beyond EOI which should include relevant experience and the specific roles undertaken in the related projects referred to above (Relevant Experience).</p>	<p>Degree to which submission has demonstrated that the Respondent has the necessary mix of personnel with the skills, knowledge and competence required to deliver the project in this EOI.</p>	

## APPENDIX 4

# EOI form of response

### Validity of Respondent's response

All Respondents submitting a response to this EOI are required to complete and sign this declaration confirming the information given to CERA in response to this EOI and any other document provided as part of the response to this EOI is true and correct in all aspects.

Declaration

From:

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I/We declare that the information provided to CERA in response to this EOI is true and correct in all aspects.

Signature (of duly authorised officer):

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Signed by:

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Print name:

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Designation:

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Date:

2014

## APPENDIX 4

# EOI form of response

### Anti-collusion warranty

From:

I/we warrant that my/our proposal has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor, other than:

- where certain joint venture arrangements exist between me/us and a competitor,
- where I/we and a competitor have an agreement that has been authorised by the Commerce Commission, and/or
- where I/we has/have communicated with a competitor for the purpose of subcontracting a portion of the development, and where the communication with that competitor is limited to the information required to facilitate that particular subcontract.

In such a situation, I/we agree to fully disclose to CERA the full nature and extent of any agreements with competitors.

In the event that no such disclosure is made, I/we warrant that my/our proposal has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor regarding:

- prices,
- methods, factors or formulas used to calculate prices,
- the intention or decision to submit, or not submit, a proposal,
- the submission of a proposal that is non-conforming,
- the quality, quantity, specifications or delivery particulars of the products or services to which this EOI relates, and/or
- the terms of the proposal.

I/we acknowledge that if CERA accepts my/our offer and completes any contract, CERA will do so in reliance of this warranty.

Signature (of duly authorised officer):

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Signed by:

---

Print name:

---

Designation:

---

Date:

2014

## APPENDIX 4

# EOI form of response

### Conflict of interest disclosure

Do you have any actual, potential or perceived conflicts of interest relating to CERA or any other Respondent, the delivery of CERA's requirements and/or the services required to be provided by you, in terms of this EOI? If so, declare the conflict here. Please provide a conflict management plan that details how you will address and mitigate any actual, potential or perceived conflicts of interest of which you are aware or that may arise during the course of your engagement.

## APPENDIX 4

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## Confidentiality agreement

Respondents are to indicate their acceptance of the terms and conditions of the Confidentiality Agreement as set out below and confirm that they will deliver an executed copy of the same to CERA prior to receiving a copy of the RFDP:

Yes / No

*(tick/circle as applicable)*

Respondent Representative's signature and name *(print)*

THIS AGREEMENT is made on [insert date here] 2014

**BETWEEN Chief Executive of the Canterbury Earthquake Recovery Authority of**  
Level 8 HSBC Tower, 62 Worcester Boulevard, Christchurch **(CERA)**

**AND** [insert name here] **(Respondent)**

### RECITALS

- A. CERA is releasing a Request for Proposal (RFDP) for the development of land parcels in the East and North Frame Residential Precinct.
- B. CERA owns the RFDP and any all documents, information, projections, background material and discussions provided by or on behalf of CERA in relation to or in connection with the RFDP whether electronically, in hard-copy or otherwise (Information), as well as any proposal prepared or submitted in response to the RFDP) and provides it to the Respondent only and for the sole purpose of eliciting a proposal from the Respondent (Purpose).
- C. CERA considers that the RFDP is confidential and commercially sensitive information.

### OPERATIVE PROVISIONS

1. The Respondent must keep the RFDP and Information provided by or on behalf of CERA in connection with the RFDP (whether provided before or after the issue of the RFDP or signing of this agreement, and including, without limitation, all documentation and information provided in connection with the business case and projections in relation the development of land parcels in the East and North Frame Residential Precinct) confidential. The Respondent shall ensure that neither the RFDP nor any Information is disclosed to any person, except as expressly authorised in this Agreement or with CERA's prior written consent. The Respondent must take all reasonable steps necessary or desirable in order to safeguard the confidentiality of the RFDP and the Information.
2. The Respondent must not use the RFDP or Information provided by or on behalf of CERA for any purpose other than the Purpose, without CERA's prior written permission.
3. The Respondent may disclose the RFDP and Information only to its officers, employees, agents or advisers who:
  - a. are necessary to enable the performance of the Purpose; and
  - b. are advised of the confidential nature of the RFDP, the Information and this Agreement.

## APPENDIX 4

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## Confidentiality agreement

4. The Respondent may only make such copies of or take extracts from the RFDP and Information as are necessary for the performance of the Purpose.
5. The Respondent acknowledges that it is aware that any breach of the provisions of this Agreement may result in CERA suffering loss or damage and accordingly the Respondent indemnifies CERA against all claims, actions, demands, judgments, damages, losses, liability, costs or expenses that CERA may sustain or incur or be liable for whether directly or indirectly in respect of or as a result of:
  - a. any breach by the Respondent of the provisions of this Agreement; and/or
  - b. any act or omission by any officers, employees, agents or advisers of the Respondent which, if done or omitted to be done by the Respondent, would be a breach of obligations under the provisions of this Agreement.
6. The Respondent acknowledges that damages may not be sufficient remedy for CERA for any breach of the provisions of this Agreement and accordingly CERA is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Respondent, in addition to any other remedies available to CERA at law or in equity.
7. The Respondent acknowledges that it is aware that if CERA genuinely suspects the Respondent of breaching any of the provisions of this Agreement, in spirit and/or in substance, CERA may exclude the Respondent from the remainder of the RFDP process and request the return of all parts of the RFDP and Information to CERA, and the destruction of any copies (including electronic copies).
8. If either:
  - a. the Respondent or any of its officers, employees, agents or advisers are required by law, court order, regulation or a regulatory body to disclose all or any part of the RFDP or Information; or
  - b. the Respondent anticipates or has cause to anticipate that it or any of its officers, employees, agents or advisers may be so required;the Respondent must as soon as possible:
  - c. notify CERA of such actual or anticipated requirements;
  - d. take all reasonable measures available, if required by and at the cost of the Respondent, to oppose or restrict such disclosure, or to make disclosure on terms which preserve as far as possible the confidentiality of the RFDP and Information; and
  - e. take such steps as will permit CERA to have a reasonable opportunity to oppose or to restrict such disclosure by lawful means.In any event, the Respondent must only disclose the minimum required to comply with the law, court order, regulations or regulatory body.
9. The Respondent must:
  - a. notify CERA immediately if it becomes aware of a suspected or actual breach of the provisions of this Agreement by it or any of its officers, employees, agents or advisers; and
  - b. take all steps, at its own expense, required to prevent or stop the suspected or actual breach.
10. CERA grants to the Respondent a licence to use the intellectual property contained or represented by the RFDP provided by CERA to the Respondent solely for preparation of the Respondent's proposal for the Purpose. Such licence shall expire immediately upon submission by the Respondent of its proposal. CERA may revoke the licence contained in this clause at any time if the Respondent or any of its officers, employees, agents or advisers breaches or threatens to breach or is genuinely suspected of breaching this Agreement.

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## Confidentiality agreement

11. The Respondent may not comment to the media or make any public statement in relation to this RFDP, the Information, CERA or the development of land parcels in the East and North Frame Residential Precinct without CERA's prior written consent, even if any parts of the RFDP or Information:
- become generally available to the public other than as a result of any action by the Respondent;
  - was known to the Respondent on a non-confidential basis before disclosure to the Respondent by CERA; or
  - became available to the Respondent on a non-confidential basis from another source entitled to make that disclosure.
12. Where the Respondent comprises two or more persons, the obligations and covenants in this Agreement bind them jointly and each of them severally.
13. In addition to the rights expressed in Clauses 7 and 10, CERA may at any time on written notice, after the process for the RFDP has been completed, require the Respondent to delete or destroy, or return to CERA in a secure manner, any Information (whether electronic or hard copy) provided to the Respondent by or on behalf of CERA.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of [ xx ]

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Signature

Signed for and on behalf of Chief Executive of the Canterbury Earthquake Recovery Authority

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Signature





**Christchurch Central**  
Development Unit

*Maraka Ōtautahi*



New Zealand Government

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