

Decision released from confidential session			
Recommendation from (agenda report)	Date of meeting	Recommendation to (decision-making meeting)	Date of meeting
Strategic Development and Property Subcommittee	03 December 2021	Council	08 December 2021
Report Title and number			
Proposed Registrations of Interest Document: 258 Wakefield Quay (Anchor Building) R26262			
Documents released			
Decision (CL/2021/304), Report R26262 and Attachments A2717013 and A2803056			
Decision			
<p>Resolved</p> <p>That the Council</p> <ol style="list-style-type: none"> 1. <u>Approves</u> that the Anchor Building is surplus to requirement as a public work and is disposed of either by lease or sale; and 2. <u>Approves</u> the release of the Registration of Interest document for the lease or sale of 258 Wakefield Quay, Nelson (Anchor Building) with editorial amendments, including replacement of the term 'buyer' with 'Council' and amended evaluation weightings (A2717013); and 3. <u>Agrees</u> that Report (R26262), the decision and attachments (A2717013 and A2803056) be released from confidential when the Request for Registrations of Interest is made available to the public. 			

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Item 1: Proposed Registrations of Interest Document: 258 Wakefield Quay
(Anchor Building)



Strategic Development and Property Subcommittee

3 December 2021

REPORT R26262

Proposed Registrations of Interest Document: 258 Wakefield Quay (Anchor Building)

1. Purpose of Report

- 1.1 To consider release of the Registration of Interest (ROI) document for the lease or sale of Council's strategic property located at 258 Wakefield Quay (the Anchor Building).

2. Recommendation

That the Strategic Development and Property Subcommittee

Receives the report Proposed Registrations of Interest Document: 258 Wakefield Quay (Anchor Building) (R26262) and its attachment (A2717013).

Recommendation to Council

That the Council

- 1. Approves that the Anchor Building is surplus to requirement as a public work and is disposed of either by lease or sale; and***
- 2. Approves the release of the Registration of Interest document for the lease or sale of 258 Wakefield Quay, Nelson (Anchor Building) (A2717013); and***
- 3. Agrees that Report (R26262), the decision and attachment (A2717013) be released from confidential when the Request for Registrations of Interest is made available to the public.***

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3. Exclusion of the Public

- 3.1 This report has been placed in the confidential part of the agenda in accordance with section 48(1)(a) and section 7 of the Local Government Official Information and Meetings Act 1987. The reason for withholding information in this report under this Act is to:
- Section 7(2)(h) To enable the local authority to carry out, without prejudice or disadvantage, commercial activities

4. Background

- 4.1 At a workshop of the Strategic Development and Property Subcommittee (SDPS) held on 1 June 2021, it was suggested that officers develop an ROI document which would identify possible future uses for, and development of, the Anchor building and site. The ROI document was to be brought back to the SDPS for approval and recommendation to Council that the ROI be released.
- 4.2 Council's vision for the Haven Precinct is to develop a safe, engaging and attractive seafront 'gateway' to showcase the city. This gateway will include quality linkages with midway destinations for both walkers and cyclists from the CBD to Tahunanui. This presents a number of opportunities for both public and private commercial development which will increase the economic activity in the area. This precinct will provide a quality linkage with midway destinations for both walkers and cyclists from the Nelson City Centre to Tahunanui Beach. The Precinct presents a number of opportunities for both public and private commercial activity which will increase the economic outcomes in the area.
- 4.3 This vision links to the proposed actions of Te Ara ō Whakatū (The pathway of Nelson) linking the dots through the 'Precinct Power' action. This opportunity must focus on delivering mutually beneficial outcomes to support the city's existing economy, while also inviting new investment, new talent, and new skills, into the community.

5. Discussion

- 5.1 The Anchor Building site was purchased by Council in September 2013 as part of the wider Haven Precinct acquisition. The property is made up of three separate buildings, the earliest of which was constructed in the 1920's. The façade of the building has heritage status under the Historic Places Trust – Category II and Nelson Resource Management Plan – Class B. There is no asbestos in the building based on a test completed in 2017.
- 5.2 The property is held under two titles and has a combined area of 813m². The registered value (RV) of the two parcels combined is \$1.055 million. There are covenants registered on the title which will have an impact on any future development. The covenants cover Nelson Port related activity impacts and a right of way on the historic title.

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- 5.3 Updated legal advice has advised that it is likely that offer back obligations under the Public Works Act 1981 (PWA) will be triggered at the point in time that Council determines that the property is no longer required for a public work. If Council no longer requires this property for public work and wishes to dispose of it (by either lease or sale), section 40(2) of the PWA is then triggered and Council will need to consider offering it back to the original owner.
- 5.4 The original owner was removed from the register of companies in 2016, and it is recommended that Council make every attempt to alert them to the possibility of an offer back if the company were restored to the register. If the original owner does not respond within reasonable time or does not want to reinstate for that purpose, Council can then dispose of the property by public or private sale (or lease) subject otherwise to the terms of the PWA. It appears that this holds low risk on the basis that the original owner was a willing seller. This is a similar situation as has recently been experienced with the decision that the Achilles and Rutherford sites were no longer required for a public work and the PWA considerations required at those sites.
- 5.5 It is unlikely that the property will fall within the scope of land claimed under the Wakatū Tenth's Claim proceedings. This land was not part of the 1841 survey on which the Spain award was granted, and thus is not land that could have been, but was not, reserved for the customary owners under the Tenth's agreement. The survey map indicates the property was either part of the foreshore or underwater at the time. The land appears to fall outside the scope of land that iwi, hapū or whanau group could submit an application for customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011 (MACA).
- 5.6 The attached document provides the key points of the building, the vision for the Haven Precinct, the methodology and process details for the assessment of the ROI.
- 5.7 The ROI has been left intentionally broad, whereby Respondents are requested to indicate their interest in leasing or purchasing the Anchor Building, while advising how their proposal will help to create a destination of Wakefield Quay, while enabling activation at the street level and contribute to meeting the vision of the Haven Precinct.
- 5.8 There has been no attempt to guide the type of business or activity that would be located within the building and on the site, to ensure that we do not limit the scope of respondents. Likewise, there has been no attempt made to signal a value for the property as that will be a matter for negotiation during the Request for Proposals stage.
- 5.9 Consideration must be given to whether this is the appropriate order for progressing opportunities to realise the Haven Precinct vision. Development of nearby Council owned strategic properties (such as the Reliance Building site at 236 Haven Road) to support the activation of

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the Precinct may provide for a wider scope of interest in the Anchor Building.

Process and Timeline

5.10 Should the Strategic Development and Property subcommittee approve to recommend to Council that the property is surplus to requirements, and to release the ROI, and should this be approved by Council, then the likely timeframe is as follows:

- 3 December Report to SDPS seeking approval of ROI
- 9 December Council approval for release of ROI
- December PWA notifications
- Mid January 2022 ROI released
- Mid February 2022 ROI closes
- March 2022 Request for Proposals (RFP) process and shortlisted parties approved by SDPS, including requirement for further information
- May 2022 Report to SDPS meeting with outcome of RFP process, and recommendation for the lease or sale of 258 Wakefield Quay
- June 2022 Report to Council meeting seeking approval for lease or sale of 258 Wakefield Quay
- July 2022 Lease or Sale and Purchase Agreement signed

5.11 Concept design proposals are not required as part of the ROI process but will be required as part of any RFP process following the short listing of successful respondents to the ROI. The responses received will be reported back to the SDPS for a decision on a shortlisting for the RFP process.

5.12 The RFP process will require shortlisted respondents to demonstrate how the Haven Precinct vision will be met, requiring concept plans to be provided to detail the proposed street level activation and form of tenure.

6. Options

6.1 Two options are presented below, with Option 1 being the recommended option.

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Option 1: Release ROI for the Anchor Building (recommended option)	
Advantages	<ul style="list-style-type: none"> • Enables progress towards the realisation of the vision for the Haven Precinct • Develops an iconic building in a high profile location • Starts the process of development of the Haven Precinct by focussing on one key element rather than the area as a whole • There is no commitment to follow through to a Request for Proposals process should there be no appropriate responses.
Risks and Disadvantages	<ul style="list-style-type: none"> • ROI may not be specific enough, or not provide sufficient information to prompt the type of response to enable progress • Earthquake strengthening detailed design and costing will wait until proposals are seen so original proposals may not be realistic • Responses may be limited by lack of adjacent parking, and other decisions yet to be made for other Council owned properties at the Haven Precinct
Option 2: Do nothing yet	
Advantages	<ul style="list-style-type: none"> • Allows for supplementary decisions to be made (which could include provision of parking in the vicinity) and alternative uses of nearby Council owned properties
Risks and Disadvantages	<ul style="list-style-type: none"> • Haven Precinct vision delivery is delayed • A key strategic property is not developed • Deferred maintenance costs will continue to rise

7. Next Steps

Should the Strategic Development and Property Subcommittee approve to recommend to Council to release the ROI, the timeline as provided in 5.10 above will commence.

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Author: **Rebecca Van Orden, Manager Property Services**

Attachments

Attachment 1: A2717013 - Anchor ROI Attachment for report R26262

Released 29 March 2023

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Important considerations for decision making
<p>1. Fit with Purpose of Local Government</p> <p>The ROI for the lease or sale of the Anchor Building complies with the purpose of Local Government as it will contribute to community and/or economic development.</p>
<p>2. Consistency with Community Outcomes and Council Policy</p> <p>The recommendation aligns with Council's Community Outcomes by providing development of an iconic and historic building, and starting the delivery of the Haven Precinct vision which will contribute to a buoyant city centre while celebrating our heritage through the retention of a historic building.</p>
<p>3. Risk</p> <p>The call for Registrations of Interest does not commit Council to any financial or longer-term commitment. The risk of the recommendation is considered to be very low.</p>
<p>4. Financial impact</p> <p>There is little financial impact of the recommendation, other than communications and staff time to manage the Registrations of Interest.</p>
<p>5. Degree of significance and level of engagement</p> <p>The degree of significance for disposal of property depends on whether the property not considered a Strategic Asset as is not listed in schedule 2 "List of Strategic Assets" of the Significance and Engagement Policy. This matter for the release of Registrations of Interest is not significant in terms of Council's Significance and Engagement Policy and no engagement has been undertaken or is proposed. Should responses to the ROI be favourable for the sale of the building, there may be wide or intense public interest in any sale of this asset.</p>
<p>6. Climate Impact</p> <p>While there is no climate impact for the recommendation under consideration in this report, future reports which present opportunities for the lease or sale of the Anchor Building, and/or Request for Proposal (RFP) specifications will consider climate change impact and mitigation opportunities.</p>
<p>7. Inclusion of Māori in the decision making process</p>

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No engagement with Māori has been undertaken in preparing this report due to the implications of the PWA on any discussion. If decision is to proceed, officers will engage through the Iwi Managers Forum.

8. Delegations

The Strategic Development and Property Subcommittee has the following delegations to consider the Proposed Registrations of Interest Document: 258 Wakefield Quay (Anchor Building)

Areas of Responsibility:

- *Haven Precinct*
- *Commercial development proposals*

Delegations:

- *Undertaking informal community engagement on matters within the areas of responsibility.*

Powers to Recommend (if applicable):

- *All other matters within the areas of responsibility and any other matters referred to it by Council.*

Call for Registrations of Interest



Anchor Building - Lease or Sale **258 Wakefield Quay, Nelson**

ROI released: TBC

Deadline for Questions: TBC

Deadline for Registrations: 4.00pm, TBC

Nelson City Council
110 Trafalgar Street
Nelson

A2717013

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Released 29 March 2023

This opportunity in a nutshell

Nelson City Council invites Registrations of Interest (ROI) from parties interested in either leasing or purchasing an iconic building located at 258 Wakefield Quay in Nelson City, otherwise known as 'the Anchor Building'.

Vision

Council has agreed its vision for the Haven Precinct: to create a safe, engaging and attractive seafront 'gateway' to showcase the city.

This vision links to the proposed actions of Nelson's City Centre spatial plan Te Ara o Whakatū (Nelson Pathways) by linking the dots through the 'Precinct Power' action.

The Haven Precinct presents opportunities for the public, and for private commercial activity to increase the economic outcomes in the area. This lease or purchase opportunity must focus on delivering mutually beneficial outcomes to support the city's existing economy, while also inviting new investment, new talent, and new skills, into the community.

Background

The Anchor Building site was purchased by Council in September 2013 as part of the wider Haven Precinct acquisition. The property is made up of three separate buildings the earliest of which was constructed in the 1920's. The façade of the building has heritage status under the Historic places Trust – Category II and Nelson Resource Management Plan – Class B. The Anchor Building is a heritage listed building, and this is a unique opportunity to activate this building while maintaining and utilising its historic value.

Some of the key points of this building are:

- Tests completed in 2017 found no asbestos in the building
- Assessed to have a seismic capacity of 22% NBS in 2015
- The building has an approximate footprint of 600m²
- The land is held under two titles to make up the combined area of 813m². There are covenants registered on the title, a copy of the titles will be provided.

What we need

Council is seeking responses from businesses or organisations interested in leasing or purchasing the Anchor Building to help create a destination of the Haven Precinct which provides for increased activity at the street level.

What's important to us

Due to the historic values of the Anchor Building, Respondents must describe how the value of the building will be retained or enhanced.

Council is open to any potential activation of the building provided that it aligns with the vision for the Haven Precinct. This leaves the criteria open and allows for a wide range of options to allow Council to best utilise the space.

Responses must explain how the vision for the Haven Precinct will be met by their proposal.

Why should you respond?

This is a unique opportunity to secure tenure of an iconic building in a high-profile location.

SECTION 1: Key information



1.1 Context

- a. This is an invitation to submit a Registration of Interest (ROI) for the Anchor Building Lease or Purchase opportunity.
 - b. This ROI is the first step in a multi-step process. Following evaluation, shortlisted Respondent/s will be invited to submit a full proposal in response to a Request for Proposals (RFP). This document deals only with the first step in this process i.e. the ROI process.
 - c. Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means *'a person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.'* Definitions are at the end of [Section 4](#).
-



1.2 Our timeline

- a. Here is our timeline for this ROI.

Step in ROI process:	Date:
Deadline for Questions from respondents:	TBC
Deadline for Council to answer respondents questions:	TBC
Deadline for Registrations:	4.00pm, TBC
Respondents notified of shortlisting:	TBC 2022
RFP released to shortlisted supplier/s:	TBC 2022

- b. All dates and times are dates and times in New Zealand.
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1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.

- b. **Our Point of Contact:**

Name: Scott Russell

Title/role: Strategic Property Officer

Email address: scott.russell@ncc.govt.nz



1.4 Developing and submitting your Registration

- a. This is an open, competitive process. The ROI sets out the step-by-step process and conditions that apply.
 - b. Take time to read and understand the ROI. In particular:
 - i. develop a strong understanding of our Requirements detailed in [Section 2](#).
 - ii. in structuring your Registration consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach.
 - c. For resources on tendering go to: www.procurement.govt.nz/for-suppliers.
 - d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our [Point of Contact](#).
-

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- e. In submitting your Registration you must use the Response Form provided. This is a Microsoft Word document that you can download.
 - f. You must also complete and sign the declaration at the end of the Response Form.
 - g. Check you have provided all information requested, and in the format and order asked for.
 - h. Having done the work don't be late – please ensure you get your Registration to us before the Deadline for Registration!
-



1.5 Address for submitting your Registration

- a. Registrations must be submitted in both hard copy and soft copies. We require one hard copy and one soft copy on disk or memory stick. Please send or deliver them to the following address:

For Registrations sent by post:

Tender Box – Anchor Building Lease or Sale
Scott Russell
Nelson City Council
PO Box 645
Nelson 7040

For Registrations delivered by hand or courier:

Tender Box – Anchor Building Lease or Sale
Scott Russell
Nelson City Council
PO Box 645
Nelson 7040

- b. Registrations sent by fax or email will not be accepted.
-



1.6 Our ROI Process, Terms and Conditions

- a. The ROI is subject to the government's standard ROI Process, Terms and Conditions (shortened to ROI-Terms) described in Section 4. We have made the following variation to the ROI-Terms:
 - i) Respondents acknowledge that the Buyer's obligations under Section 4 paragraph 4.14.c are subject to requirements imposed by the Local Government Official Information and Meetings Act 1987. Information provided by Respondents may be required to be disclosed under that Act.
 - ii) The definition for Supplier in the context of this ROI means any interested party in the leasing or purchasing opportunity
 - iii) The definition for Purchaser in the context of this ROI means the Council who is offering up the leasing or purchasing opportunity.
-



1.7 Later changes to the ROI or ROI process

- a. If, after publishing the ROIs, we need to change anything about the ROIs, or ROI process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on the Government Electronic Tenders Service (GETS) at www.gets.govt.nz
 - b. If you downloaded the ROI from GETS you will automatically be sent notifications of any changes through GETS by email.
-

SECTION 2: Our Requirements



2.1 Respondents are required to:

- a. Provide an overview of their Registration of Interest and explain your organisation or business's proposal for the ongoing use of the building and the preferred form of tenure (lease or purchase).
 - b. Advise what restrictions or limitations are perceived, or improvements would need to be considered to ensure the success for your proposal at this location.
 - c. Explain how your proposal would contribute to achieving Council's vision for the Haven Precinct.
 - d. Explain how your proposal would contribute to activation of the Haven Precinct at the street level.
-

SECTION 3: Our Evaluation Approach



This section sets out the Evaluation Approach that will be used to assess Registrations.

3.1 Evaluation model

The evaluation model that will be used to shortlist Respondents is weighted attribute (weighted criteria).

3.2 Evaluation criteria

Registrations will be evaluated on their merits according to the following evaluation criteria and weightings.

The criteria are listed in order of importance, with the most important first.

Criterion	Weighting
1. Fit with Haven Precinct Vision	60%
2. Activation of Building at street level	40%
Total weightings	100%

3.3 Scoring

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

Rating	Definition	Score
EXCELLENT significantly exceeds the criterion	Exceeds the criterion.	9-10
GOOD exceeds the criterion in some aspects	Satisfies the criterion with minor additional benefits.	7-8
ACCEPTABLE meets the criterion in full, but at a minimal level	Satisfies the criterion.	5-6
MINOR RESERVATIONS marginally deficient	Satisfies the criterion with minor reservations.	3-4
SERIOUS RESERVATIONS significant issues that need to be addressed	Satisfies the criterion with major reservations.	1-2
UNACCEPTABLE significant issues not capable of being resolved	Does not meet the criterion.	0

SECTION 4: ROI Process, Terms and Conditions



Notes to suppliers and Respondents

- a. In managing this procurement the Buyer will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
- b. This section contains the government's standard ROI Process, Terms and Conditions (shortened to ROI-Terms) which apply to this procurement. Any variation to the ROI-Terms will be recorded in Section 1, [paragraph 1.6](#). Check to see if any changes have been made for this ROI.
- c. Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.' [Definitions](#) are at the end of this section.
- d. If you have any questions about the ROI-Terms please get in touch with our [Point of Contact](#).

Standard ROI process



Preparing and submitting a Registration

4.1 Preparing a Registration

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the ROI.
- b. By submitting a Registration the Respondent accepts that it is bound by the ROI Process, Terms and Conditions (ROI-Terms) contained in Section 4 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the ROI and any documents referenced in the ROI and any other information provided by the Buyer
 - ii. if appropriate, obtain independent advice before submitting a Registration
 - iii. satisfy itself as to the correctness and sufficiency of its Registration.
- d. There is no expectation or obligation for Respondents to submit Registrations in response to the ROI solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Registration.



4.2 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the ROI. If there is any perceived ambiguity or uncertainty in the ROI document/s Respondents should seek clarification before the Deadline for Questions.

- b. All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondent questions in Section 1, paragraph 1.2.a, if applicable.
- c. If the Buyer considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.
- d. In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Buyer considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.



4.3 Submitting a Registration

- a. Each Respondent is responsible for ensuring that its Registration is received by the Buyer at the correct address on or before the Deadline for Registrations. The Buyer will acknowledge receipt of each Registration.
- b. The Buyer intends to rely on the Respondent's Registration and all information provided by the Respondent (e.g. in correspondence). In submitting a Registration and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
 - i. true, accurate and complete and not misleading in any material respect
 - ii. does not contain intellectual property that will breach a third party's rights.
- c. Where the Buyer requires the Registration to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.



Assessing Registrations

4.4 Evaluation panel

- a. The Buyer will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Buyer may invite independent advisors to evaluate any Registration, or any aspect of any Registration.

4.5 Third party information

- a. Each Respondent authorises the Buyer to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Registration.
- b. Each Respondent is to ensure that all referees listed in support of its Registration agree to provide a reference.
- c. To facilitate discussions between the Buyer and third parties each Respondent waives any confidentiality obligations that would otherwise



apply to information held by a third party, with the exception of commercially sensitive pricing information.

4.6 Buyer's clarification

- a. The Buyer may, at any time, request from any Respondent clarification of its Registration as well as additional information about any aspect of its Registration. The Buyer is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Buyer may take such clarification or additional information into account in evaluating the Registration.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Registration and may eliminate the Registration from the process.



4.7 Evaluation and shortlisting

- i. The Buyer will base its initial evaluation on the Registrations submitted in response to the invitation. This evaluation will be in accordance with the Evaluation Approach set out in the ROI. The Buyer may adjust its evaluation of a Registration following consideration of any clarification or additional information as described in paragraphs 4.6 and 4.7.
- ii. In deciding which Respondent/s to shortlist the Buyer may take into account any of the following additional information:
 - e. the results from due diligence
 - f. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - g. any relevant information that the Buyer may have in its possession.
- iii. The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Registration, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the ROI process the Buyer will not make public the names of the shortlisted Respondents.



4.8 Respondent's debrief

- a. At any time after shortlisting Respondents, the Buyer will offer Respondents who have not been shortlisted a debrief. Each Respondent will have 30 Business Days from the date of offer to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 30 Business Days of the date of the request, or the date the Contract is signed, whichever is later.
- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
 - b. provide the reasons why the Registration was or was not successful
 - c. explain how the Registration performed against the pre-conditions (if applicable) and the evaluation criteria
 - d. indicate the Registration's relative strengths and weaknesses

- e. explain, in general terms, the relative advantage/s of the shortlisted Registration/s
- f. seek to address any concerns or questions from the Respondent
- g. seek feedback from the Respondent on the ROI process.



4.9 Issues and complaints

- a. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the ROI, or the ROI process at any time.
- b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. The Buyer and Respondent each agree to act in good faith and use its best endeavours to resolve any issue or complaint that may arise in relation to the ROI.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the ROI process or future contract opportunities.



Standard ROI conditions

4.10 Buyer's Point of Contact

- a. All enquiries regarding the ROI must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the ROI.
- b. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the ROI. The Buyer will not be bound by any statement made by any other person.
- c. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
- d. Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the ROI.

4.11 Conflict of Interest

- a. Each Respondent must complete the Conflict of Interest declaration in the Response Form. and must immediately inform the Buyer should a Conflict of Interest arise during the ROI process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the ROI process.

4.12 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the ROI.
- b. A Respondent who attempts to do anything prohibited by paragraphs 4.10.a and d. and 4.12.a. may be disqualified from participating further in the ROI.



- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the ROI process to ensure probity of the ROI process.

4.13 Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Registrations or other submissions or in any discussions with the Buyer. Such behaviour will result in the Respondent from being disqualified from participating further in the ROI process. The Respondent warrants that its Registration has not been prepared in collusion with a Competitor.
- b. The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Registration.

4.14 Confidential Information

- a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 4.14.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the ROI process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the ROI.
- c. Respondents acknowledge that the Buyer's obligations under paragraph 4.14.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary or constitutional convention and any other obligations imposed by the law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. 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.

4.15 Confidentiality of ROI information

- a. For the duration of the ROI, to the date of the announcement of the Successful Respondent, or the end of the procurement process, the Respondent agrees to keep the ROI strictly confidential and not make any public statement to any third party in relation to any aspect of the ROI, the ROI process or the award of any Contract without the Buyer's prior written consent.
- b. A Respondent may disclose information relating to the ROI to any person described in paragraph 4.14.b. but only for the purpose of participating in the ROI. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the ROI.



4.16 Costs of participating in the ROI process

- a. Each Respondent will meet its own costs associated with the preparation and presentation of its Registration and any negotiations.

4.17 Ownership of documents

- a. The ROI and its contents remain the property of the Buyer. All Intellectual Property rights in the ROI remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all ROI documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Registration will, when delivered to the Buyer, become the property of the Buyer. Registrations will not be returned to Respondents at the end of the ROI process.
- c. Ownership of Intellectual Property rights in the Registration remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Registration for any purpose related to the ROI process.

4.18 No binding legal relations

- a. Neither the ROI, nor the ROI process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
 - i. the Respondent's declaration in its Registration
 - ii. the Respondent's statements, representations and/or warranties in its Registration and in its correspondence with the Buyer
 - iii. the Evaluation Approach to be used by the Buyer to assess Registrations as set out in Section 3, and in the ROI-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - iv. the standard ROI conditions set out in paragraphs 4.10 to 4.23
 - v. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 4.18.a. is subject only to the Buyer's reserved rights in paragraph 4.20.
- c. Except for the legal obligations set out in paragraph 4.18.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.

4.19 Elimination

- a. The Buyer may exclude a Respondent from participating in the ROI process if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the ROI:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the ROI process
 - ii. the Registration contains a material error, omission or inaccuracy
 - iii. the Respondent is in bankruptcy, receivership or liquidation
 - iv. the Respondent has made a false declaration
 - v. there is a serious performance issue in a historic or current contract delivered by the Respondent



- vi. the Respondent has been convicted of a serious crime or offence
- vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
- viii. the Respondent has failed to pay taxes, duties or other levies
- ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
- x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

4.20 Buyer's additional rights

- a. Despite any other provision in the ROI the Buyer may, on giving due notice to Respondents:
 - i. amend, suspend and cancel and/or re-issue the ROI, or any part of the ROI
 - ii. make any material change to the ROI (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b. Despite any other provision in the ROI the Buyer may:
 - i. accept a late Registration if it is the Buyer's fault that it is received late
 - ii. in exceptional circumstances, accept a late Registration where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Registration if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Registration
 - iii. in exceptional circumstances, answer questions submitted after the Clarification Period ends
 - iv. accept or reject any Registration, or part of a Registration
 - v. accept or reject any non-compliant, non-conforming or alternative Registration
 - vi. decide not to enter into a Contract with any Respondent
 - vii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - viii. provide or withhold from any Respondent information in relation to any question arising in relation to the ROI. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
 - ix. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
 - x. waive irregularities or requirements in the ROI process where it considers it appropriate and reasonable to do so.
- c. The Buyer may request that a Respondent agrees to the Buyer:
 - i. selecting any individual element/s of the Requirements that is offered in a Registration and capable of being delivered separately, unless the Registration specifically states that the Registration, or elements of the Registration, are to be taken collectively

- ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.



4.21 New Zealand law

- a. The laws of New Zealand shall govern the ROI process and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the ROI or the ROI process.

4.22 Disclaimer

- a. The Buyer will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the ROI process.
- b. Nothing contained or implied in the ROI, or ROI process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer is \$1.

4.23 Precedence

- a. Any conflict or inconsistency in the documents forming the ROI shall be resolved by giving precedence in the following descending order:
 - i. Section 1, paragraph 1.6
 - ii. Section 4 (ROI-Terms)
 - iii. all other Sections of this ROI document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Definitions

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

Advance Notice	A notice published by the buyer on GETS in advance of publishing the ROI. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the ROI.
Business Day	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.
Buyer	The Buyer is the government agency that has issued the call for Registrations of interest through a ROI with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.

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Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the ROI or in general.
Confidential Information	<p>Information that:</p> <ol style="list-style-type: none"> is by its nature confidential is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted' is provided by the Buyer, a Respondent, or a third party in confidence the Buyer or a Respondent knows, or ought to know, is confidential. <p>Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.</p>
Conflict of Interest	<p>A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the ROI or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:</p> <ul style="list-style-type: none"> actual: where the conflict currently exists potential: where the conflict is about to happen or could happen, or perceived: where other people may reasonably think that a person is compromised.
Contract	The written contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Deadline for Registration	The deadline that Registrations are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by the Buyer to evaluate Registrations as described in Section 3, the ROI-Terms (as varied by Section 1, paragraph 1, if applicable.).
GETS	Government Electronic Tenders Service www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the ROI process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Registration.
Registration	The response a Respondent submits in reply to the Buyer's ROI. It comprises the Response Form, the Respondent's registration and all other information submitted by a Respondent.
ROI	Means the Buyer's call for Registrations of Interest.

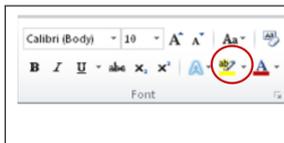
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Registration of Interest	The Buyer's call for Registrations of Interest comprises the Advance Notice (where used), this ROI document (including the ROI-Terms) and any other schedule, appendix or document attached to ROI, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
ROI-Terms	Means the Process, Terms and Conditions that apply to this Registration of Interest Conditions as described in Section 4.
ROI Process, Terms and Conditions (shortened to ROI-Terms)	The government's standard terms and conditions that apply to ROIs as described in Section 4. These may be varied at the time of the release of the ROI by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the ROI by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration.'
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the ROI, duly completed and submitted by a Respondents as part of its Registration.

Template: ROI Response Form

Instructions for Respondents

- Please use this Response Form in responding to our ROI. It is important that you do not change the structure (section headings and sequence). Changing this structure will make it harder for the evaluators to find relevant information quickly.
- Before starting to complete this form please make sure that you have read the call for Registrations of Interest (ROI) in full and understand our Requirements (ROI Section 2), our Evaluation Approach (ROI Section 3) and ROI Process, Terms and Conditions (shortened to ROI-Terms described in ROI Section 4). If anything is unclear or you have any questions please get in touch with our Point of Contact (ROI Section 1 paragraph 1.3) before the Deadline for Questions (ROI Section 1, paragraph 1.2).
- We have included supplier tip boxes to help you understand what is required. The areas highlighted in yellow indicate where you are to write your response.
- Remember to delete the supplier tip boxes and remove the highlight from your answers before sending us your response – they are for your use only!



To remove highlight from text: select the text you want to remove the highlight from. In the 'Home' tab in the 'Font' group select the arrow at the right of the 'Text highlight colour' and select 'no colour'.

Check list for Respondents

Task	✓
1. Complete all sections of the Response Form.	
2. Delete all 'supplier tip' boxes from the Response Form. 3. Remove all yellow highlight from the Response Form.	
4. Make sure that you have complied with the following instructions: <ul style="list-style-type: none">the Response Form is no longer than 10 A4 pages or 5 A3 pages.	
5. Arrange for the declaration to be signed.	
6. Prepare your Registration for delivery by arranging the printing of one copy of hard copies AND creating a final soft copy file. 7. Where both hard and soft copies have been requested double check that the hard copies and soft copy are identical.	
8. Arrange for the Registration to be delivered before the Deadline for ROIs.	



Registration Response Form

In response to the call for Registrations of Interest

by: Nelson City Council

for: Anchor Building Lease or Purchase

Date of this Registration: [insert date of this document]



**Supplier
tips**

Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration'. Definitions are at the end of ROI Section 6.

1. About the Respondent



Supplier tips

- The section gives the Buyer basic information about your organisation and identifies your Point of Contact for the duration of the ROI process.
- If an item is not applicable e.g. you do not have a registered office complete the box by stating 'not applicable'.
- If you are submitting a joint or consortium Registration complete an 'Our profile' table for each Respondent. Cut and paste the table as appropriate. Provide only one Point of Contact for your joint/consortium Registration.

Our profile

Choose one of these statements to complete, and delete the others

This is a Registration of interest by [insert the name of your organisation] (the Respondent) alone to supply the Requirements.

OR This is a [joint/consortium] Registration of interest by [insert the name of your organisation] and [insert the name of the other organisation/s] (together the Respondents) to supply the Requirements.

Item	Detail
Trading name:	[insert the name that you do business under]
Full legal name (if different):	[if applicable]
Physical address:	[if more than one office – put the address of your head office]
Postal address:	[e.g. P.O. Box address]
Registered office:	[if you have a registered office insert the address here]
Business website:	[url address]
Type of entity (legal status):	[sole trader / partnership / limited liability company or other entity / other please specify]
Registration number:	[if your organisation has a registration number insert it here e.g. company registration number]
Country of residence:	[insert country where you (if you are a sole trader) or your organisation is resident for tax purposes]
GST registration number:	[NZ GST number / if overseas please state]

Our Point of Contact

Item	Detail
Contact person:	[name of the person responsible for communicating with the Buyer]
Position:	[job title or position]
Phone number:	[landline]
Mobile number:	[mobile]
Email address:	[work email]

2. Response to the Requirements



Supplier tips

- a. In this section you are asked to provide your response to our Requirements (ROI Section 2) by demonstrating your organisation's ability to meet our conditions and criteria (ROI Section 3: Our Evaluation Approach). Carefully read ROI Sections 2 and 3 before completing this part.
- b. If there is anything that you do not understand ask our Point of Contact to clarify.
- c. If any information you provide is commercially sensitive to your organisation you must let the Buyer know. Please mark the information 'commercially sensitive' or 'Confidential Information'. It is not acceptable to render this whole document confidential unless this is truly the case. The Buyer has a duty to protect Confidential Information subject to the exceptions in the ROI-Terms (Section 6).
- d. If some of an answer is in another document e.g. a marketing brochure, copy and paste the relevant extract into this Registration. Do not submit the whole brochure. Please do not include any advertising brochures or similar material in your Registration.
- e. You may include information not specifically requested by us in your Registration. But only if it adds value and is relevant to our Requirements.

Overview of our Registration of Interest

Please provide an overview of your Registration of Interest, for example, explain your organisation or business's proposal and the preferred form of tenure (lease or purchase).

[insert your answer here]

Please advise what restrictions or limitations you see, or improvements that would need to be considered to ensure success for your proposal at this location.

[insert your answer here]

Questions relating to the evaluation criteria



Supplier tips

- a. Here you are asked to answer questions relating to the evaluation criteria. Your Registration will be scored against your answers to these criteria. Aim to give answers that are relevant, concise and comprehensive.
- b. Consider the % weighting for each criterion. The higher the weighting the more important it is. Take the weightings into account in deciding how much detail to include.
- c. If you have made any assumption about the Requirements or delivery, clearly state the assumption.
- d. There may be several questions that relate to one criterion. If these questions are not individually weighted assume that they are of equal importance.

1. Fit with Haven Precinct vision

Weighting 60%

Item 1: Proposed Registrations of Interest Document: 258 Wakefield Quay (Anchor Building): Attachment 1

How does your proposal contribute to achieving Council's vision for the Haven Precinct?	
[insert your answer here]	
2. Activation of Building at street level	Weighting 40%
How does your proposal contribute to activation of the Haven Precinct at the street level?	
[insert your answer here]	

Assumptions

Please state any assumptions that you have made in relation to the Requirements.

[insert your answer here]

Released 29 March 2023

3. Our declaration



Supplier tips

- a. Here you are must answer questions in making a formal declaration.
- b. Remember to select 'agree' or 'disagree' at the end of each row. If you don't you will be deemed to have agreed.
- c. Remember to get the declaration signed by someone who is authorised to sign and able to verify each of the elements of the declaration e.g. chief executive or a senior manager.
- d. If you are submitting a joint or consortium Registration each Respondent (supplier involved in the joint bid or consortium) must complete a separate declaration.

Respondent's declaration		
Topic	Declaration	Respondent's declaration
ROI Process, Terms and Conditions:	I/we have read and fully understand the ROI, including the ROI Process, Terms and Conditions (shortened to ROI-Terms detailed in Section 6, as amended by Section 1, paragraph 1.6. if applicable). I/we confirm that Respondent/s agree to be bound by them.	[agree / disagree]
Collection of further information:	<p>The Respondent/s authorises the Buyer to:</p> <ul style="list-style-type: none"> a. collect any information about the Respondent, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client b. use such information in the evaluation of this Registration. <p>The Respondent/s agrees that all such information will be confidential to the Buyer.</p>	[agree / disagree]
Requirements:	I/we have read and fully understand the nature and extent of the Buyer's Requirements as described in Section 2. I/we confirm that the Respondent/s has the necessary capacity and capability to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.	[agree / disagree]
Ethics:	<p>In submitting this Registration the Respondent/s warrants that it:</p> <ul style="list-style-type: none"> a. has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor b. has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the ROI 	[agree / disagree]

-
- c. has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
-

Conflict of Interest declaration:

The Respondent warrants that it has no actual, potential or perceived Conflict of Interest in submitting this Registration, or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the procurement process the Respondent will report it immediately to the Buyer's Point of Contact.

[agree / disagree]

Details of Conflict of Interest: [if you think you may have a Conflict of Interest briefly describe the conflict and how you propose to manage it or write 'not applicable'].

DECLARATION

I/we declare that in submitting the Registration and this declaration:

- a. the information provided is true, accurate and complete and not misleading in any material respect
- b. the Registration does not contain Intellectual Property that will breach a third party's rights
- c. I/we have secured all appropriate authorisations to submit this Registration, to make the statements and to provide the information in the Registration and I/we am/are not aware of any impediments to enter into a Contract to deliver the Requirements.

I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the Registration may result in the Registration being eliminated from further participation in the ROI process and may be grounds for termination of any Contract awarded as a result of the ROI.

By signing this declaration the signatory below represents, warrants and agrees that he/she has been authorised by the Respondent/s to make this declaration on its/their behalf.

Signature: _____

Full name: _____

Title / position: _____

Name of organisation: _____

Date: _____

Anchor Building Registrations of Interest

Amendments to attachment A2717013 (Report R26262)

1. Page 7, 3.2 Evaluation Criteria
Add criteria "Capability to Deliver (evidence of previous experience)".

Criterion	Weighting
1. Fit with Haven Precinct Vision	50%
2. Activation of Building at street level	25%
3. Capability to Deliver (evidence of previous experience)	25%
Total weightings	100%

2. Throughout the document
Replace "buyer" with "Council" throughout the ROI document.