

CONDITIONS OF TENDER

Vendor
KARAPIRO ROWING INCORPORATED

**TENT SITES AT MIGHTY RIVER DOMAIN AT LAKE
KARAPIRO, MAUNGATAUTARI ROAD, CAMBRIDGE**

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**TENDER FOR LICENCE OF TENT SITE AT MIGHTY RIVER DOMAIN AT, LAKE KARAPIRO,
MAUNGATAUTARI ROAD, CAMBRIDGE**

KARAPIRO ROWING INCORPORATED (975678) (“**Vendor**”) invites Tenders to take on a licence of one of twelve tent sites more particularly described in the “Particulars of Property” below.

CONDITIONS OF TENDER

1. PARTICULARS OF PROPERTY

- 1.1 One of the twelve front tent sites located on the Spectator bank, Zone E2 of the Mighty River Domain at Lake Karapiro, Maungatautari Road, Leamington of which the First Site is located to the northern end of the Spectator bank progressing in numerical order through to the Last Site on the Spectator bank more particularly shown as E2 on the plan attached as the First Schedule.
- 1.2 The particular Property to be allocated to a successful Tenderer will be determined in accordance with clause 7.

2. PROPERTY

- 2.1 The land offered for licence by Tender is that described in the Particulars of Property above (“**Property**”).

3. FORM OF TENDER

- 3.1 Each Tender shall be made by the Tenderer both:
- (a) completing and signing the attached Form of Tender and Tenderer’s Particulars; and
 - (b) completing and signing in duplicate the Licence Agreement attached as the Second Schedule (“**Licence**”).

A reference in the Licence to “Licensee” shall be a reference to “the Successful Tenderer” (as defined in clause 8.1 of these Conditions) in accordance with these Conditions.

- 3.2 The Tender shall:
- (a) contain the full legal name of the Tenderer, the address and other contact details as specified in the Form of Tender; and
 - (b) be signed with the usual signature of a person or persons authorised to bind the Tenderer and shall be dated.
- 3.3 Where a person signs on behalf of the Tenderer the name and position held by each person signing must also be typed or printed below their signature.

4. CLOSING DATE AND PLACE OF TENDER

- 4.1 The closing date and time for Tenders is 5.00pm on Friday 23 October 2020 (“**Closing Date**”).

4.2 Tenders must be EMAILED to tenders@karapirorowing.com to arrive not later than the Closing Date.

4.3 Tenders shall not be opened until after the Closing Date.

5. INSERTION OF DETAILS

5.1 The Tenderer must insert the following details in the appropriate spaces on the front page of the Licence and in the Form of Tender:

(a) the Tenderer's name; and

(b) the annual licence fee (in New Zealand dollars).

5.2 The Tender will be treated as unconditional and if accepted will constitute a binding agreement that is conditional only on the conditions subsequent (if any) stated in the Licence.

5.3 Each Tender must nominate a lump sum figure as the annual licence fee amount without reference to any calculation or subject to variance in price of any component. Referential Tenders (i.e. Tenders providing for a price with an increment over a price or prices nominated by other Tenderers) will be not accepted.

6. SELECTION OF SUCCESSFUL TENDERER(S)

6.1 The Tenderer acknowledges that its Tender is submitted in respect of any **one** of the twelve possible sites making up the Property (refer clause 1 above) and that the Vendor is entitled to select up to twelve successful Tenderers in accordance with the process outlined in this clause 6.

6.2 The Vendor shall rank all Tenders that conform in all respects with these Conditions of Tenders and which are submitted by the Closing Date in order of priority according to the amount of the annual licence fee specified in those Tenders (with the highest annual licence fee amount ranking the Tender in first place and the lowest submitted annual licence fee ranking the Tender in last place) and shall accept the first twelve Tenders according to such ranking.

6.3 In the event that the process in clause 6.2 identifies that there is a tie for the twelfth ranking position of Tenders (i.e. where Tenders contain the same annual licence fee amount), then the Vendor will promptly notify the Tenderers who submitted such tied Tenders who will then be entitled to re-submit an increased annual licence fee in substitution for the amount contained in their original Tender. In the event that a tied Tenderer wishes to submit an increased annual licence fee, it must do so by written notice to the Vendor by not later than two (2) working days after receipt of the Vendor's notice of the tie for twelfth place and such notice shall constitute a variation of the Tenderer's original Tender by increasing the annual licence fee specified in that original Tender. If, after the specified period for any re-submitted Tender to be made:

(a) any Tenderer submitted an increased annual licence fee, the Vendor will again rank the Tenderers who were previously tied for twelfth place (using the process in clause 6.2) and then accept the first of those Tenders according to such ranking; or

- (b) either; none of the Tenderers submitted an increased annual licence fee; or if any Tenderers submitted an increased annual licence fee but following the Vendor undertaking the re-ranking process in this clause 6.3 there is again a tie for twelfth place (by reason of the resubmitted annual licence fees being identical), then the Vendor will place the names of the tied Tenderers into a ballot and then draw out the name of one Tenderer who will be the successful twelfth Tenderer.

7. ALLOCATION OF TENT SITES TO SUCCESSFUL TENDERERS

- 7.1 The Vendor shall insert details of one of the twelve tent sites as the "Property" into the Licence of each of the successful Tenderers following selection of the relevant tent site in accordance with the process outlined in this clause 7.
- 7.2 The first ranking successful Tenderer identified by the process in clause 6.2 or 7.3 (as the case may be) will be entitled to select which one of the twelve tent sites it wishes to have included as the "Property" in its Licence **provided that** if the first ranking Tenderer does not notify the Vendor within five (5) working days of being notified by the Vendor of its right to select its own tent site, it will be deemed not to have made a selection and its name will be included in the ballot selection process under clause 7.4.
- 7.3 In the event that the process in clause 6.2 identifies that there is a tie for the first ranking position of Tenders (i.e. where Tenders contain the same annual licence fee amount), then the Vendor will promptly notify the Tenderers who submitted such tied Tenders who will then be entitled to re-submit an increased annual licence fee in substitution for the amount contained in their original Tender. In the event that a tied Tenderer wishes to submit an increased annual licence fee, it must do so by written notice to the Vendor by not later than two (2) working days after receipt of the Vendor's notice of the tie for first place and such notice shall constitute a variation of the Tenderer's original Tender by increasing the annual licence fee specified in that original Tender. If, after the specified period for any re-submitted Tender to be made:
 - (a) any Tenderer submitted an increased licence fee, the Vendor will again rank the Tenderers who were previously tied for first place (using the process in clause 6.2) and then accept the first of those Tenders as the first ranking Tender according to such ranking; or
 - (b) either; none of the Tenderers submitted an increased annual licence fee; or if any Tenderers submitted an increased annual licence fee but following the Vendor undertaking the re-ranking process in this clause 7.3 there is again a tie for first place (by reason of the resubmitted annual licence fees being identical), then the Vendor will place the names of the tied Tenderers into a ballot and then draw out the name of one Tenderer who will be the successful first ranking Tenderer.
- 7.4 Following the first ranking Tender's having selected its preferred tent site (if relevant), the Vendor will place the name of each of the successful Tenders (excluding the first ranking Tenderer where such Tenderer has already selected its tent site) into a ballot and then draw out each name. The order in which the names are drawn shall correspond with the tent site allocated to that Tenderer (i.e. the first drawn name will be allocated the lowest numbered available tent site as its Property, the second drawn name will be allocated the next lowest numbered tent site as its Property and so

on subject to any site that has already been selected by the first ranking Tender being excluded from such allocation.)

8. NOTIFICATION OF ACCEPTANCE AND FORMATION OF CONTRACT

- 8.1 Should the Vendor accept any Tender it shall notify the successful Tenderer ("**Successful Tenderer**") of acceptance by executing the Licence attached to the Tender and inserting the details of the tent site that has been allocated to the Successful Tenderer pursuant to the process specified at clause 7, returning one copy of it to the email address specified in the Form of Tender not later than 5.00pm on 1 November 2020.
- 8.2 Acceptance of a Tender by the Vendor shall result in a contract between the Vendor and the Successful Tenderer and the licence of the Property shall be subject to and completed in accordance with the Licence as amended by these Conditions of Tender and subject to the following specifics:
- (a) the Commencement Date shall be as stated in the Licence;
 - (b) the Property shall be the relevant tent site written into the Licence by the Vendor; and
 - (c) in the event of any conflict between the terms of the Licence and the terms of these Conditions of Tender, the latter shall prevail.

9. ANNUAL LICENCE FEE AND GST

- 9.1 The annual licence fee in any Tender shall be stated to be exclusive of GST. The Successful Tenderer shall pay to the Vendor the "Annual Licence Fee" as stated in the Licence together with GST thereon.

10. ACKNOWLEDGMENT BY TENDERERS

- 10.1 Tenderers shall be deemed to have acknowledged that:
- (a) Tenders are made solely in reliance on the Tenderer's own judgement and not upon any representation statement advertisement or warranty made by the Vendor's agent or any officer or agent of the Vendor. The only warranties given by the Vendor are the warranties (if any) contained in the Licence;
 - (b) the Vendor makes no warranty that the Property is suitable for use or may lawfully be used in its present state and condition for any purpose;
 - (c) the Vendor shall not be liable to the Successful Tenderer in respect of the condition of the Property, or functioning of any drains, water pipes or other services to the Property or the installation thereof;
 - (d) the Successful Tenderer takes a licence of the Property on an "as is where is" basis, and shall be responsible for all costs of compliance with any outstanding requisitions or requirements under any legislation relating to the Property whether before or after the Commencement Date;

- (e) Tenders must contain an annual licence fee of not less than what could reasonably be charged for the same sites for the season on a regatta by regatta basis excluding GST per annum or they will be considered non-conforming Tenders and the Vendor may (but shall not be required to) reject such Tenders even if there are less than 12 Tenders submitted in total;
- (f) Tenders may only be submitted by or on behalf of a New Zealand Secondary School that is a current member of the New Zealand Secondary Schools Rowing Association or a New Zealand Rowing Club that is a member of the New Zealand Rowing Association as the proposed licensee under the Licence and any Tenders submitted by any other party will be considered non-conforming tenders and the Vendor may (but shall not be required to) reject such Tenders even if there are less than 12 Tenders submitted in total;
- (g) Tenderers confirm they understand and agree to comply with the processes outlined for the Vendor to select successful Tenderers, to allocate the tent sites to any such successful Tenderers and to duly complete the Licence to record such allocation as set out in clauses 6, 7 and 7.4 of these Conditions of Tender; and
- (h) no chattels or anything in the nature of a fixture shall be deemed to be included in the Licence and no warranty that any such thing is included in the Licence is expressed or implied.

11. CONFIDENTIALITY OF UNSUCCESSFUL TENDERS

- 11.1 All the Tenders will remain confidential to the Vendor, its employees, solicitors, and agents and the unsuccessful Tenderers.

12. NO MERGER OF CONDITIONS OF TENDER

- 12.1 The Conditions of Tender shall not merge upon acceptance of the Tender or upon commencement of the Licence.

13. GOVERNING LAW

- 13.1 The Tender and any contract arising from it shall be governed by and construed in accordance with the laws of New Zealand. All dates and times referred to are New Zealand times and dates.

14. RIGHTS OF VENDOR

- 14.1 The Vendor reserves the right to do all or any one or more of the following:
 - (a) reject any informal Tender;
 - (b) refuse to accept any Tender from any party other than a New Zealand Rowing Club or New Zealand Secondary School including any Tender otherwise properly complying with these conditions;
 - (c) refuse to accept any Tender containing an annual licence fee of less than the sum specified in clause 10.1(e) including any Tender otherwise properly complying with these conditions;

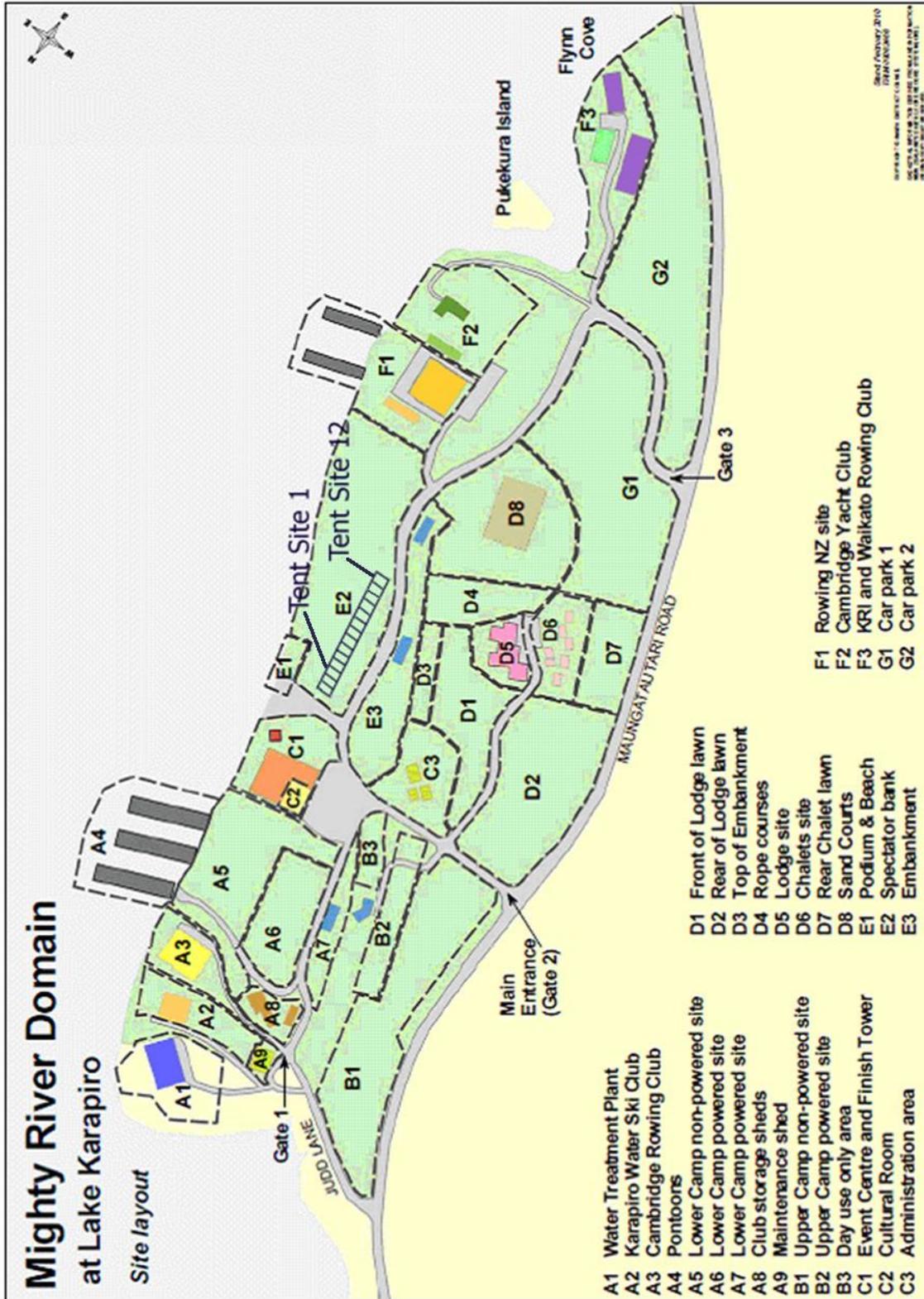
- (d) waive any minor irregularity or informality in the Tendering process or any Tender; and
- (e) re-advertise for Tenders.

15. TENDERS IRREVOCABLE

- 15.1 Every Tender will be a continuing offer and irrevocable until 5.00 pm on 1 November 2020. The Vendor may accept any Tenders during this period and if the Vendor is capable of withdrawing from any concluded contract during this period it shall still be permissible for the Vendor to accept another Tender up to the closure time for acceptance.

FIRST SCHEDULE

Zone E2 of the Mighty River Domain



SECOND SCHEDULE

Licence for Tent Site

Refer attached.

FORM OF TENDER

for Licence of Tent Site at Lake Karapiro

To: **TENDERS**

tenders@karapirorowing.com

From:

(name of tenderer)

Re: Licence to Use Tent Site at Lake Karapiro

1. We Tender the sum ofdollars (**\$.....**)
excluding GST as the annual licence fee for the right to licence the Property described in the attached Licence signed by us on the terms and conditions expressed and implied in that Licence as modified by the Conditions of Tender.
2. If this Tender is accepted we agree to complete and fulfil the obligations of the licensee in accordance with the attached Licence as modified by the Conditions of Tender.
3. Our contact details, for the purposes of clause 3.2 of the Conditions of Tender, are as follows:

.....
(Street Address)

.....
(Postal Address)

.....
(Email address)

.....
(Telephone)

.....
(Facsimile)

.....
(Contact person)

