

Request for Tenders



Waikari Bowling Club Reserve 3 Cambridge Street, Waikari Licence to Occupy

Tender 19/13

RFT released: 21 November 2019

Deadline for Tenders: 17:00 hours 13 December 2019

This opportunity in a nutshell

What we need

Someone to graze stock on and maintain the reserve.

What we don't want

Tenders for anything other than stock grazing.

What's important to us

That the reserve is grazed and maintained. This includes (but not limited to) keeping the grass down so it does not pose a fire risk and keeping the reserve free from noxious weeds.

What's important for you to know

Annual rates are payable by the Licensee on top of the annual rental. The current annual rates are \$1079.80.

SECTION 1: Key information



1.1 Our timeline

- a. Here is our timeline for this RFT.

Deadline for Tenders: **17:00hrs** 13 December 2019

Unsuccessful Tenders notified of award of Licence: 17 December 2019

- b. All dates and times are dates and times in New Zealand.
-



1.2 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: Liz Atkins

Title/role: Team Leader Property & Amenities Planning

Phone: 0277332237

Email address: liz.atkins@hurunui.govt.nz



1.3 Address for submitting your Tender

- a. Tenders must be delivered in hard copy. Please send or deliver them to the following address:

For Tenders sent by post:

Tender Box

Waikari Bowling Club Reserve – Licence to Occupy

Liz Atkins

Hurunui District Council

PO Box 13

Amberley 7441

For Tenders delivered by hand or courier:

Tender Box

Waikari Bowling Club Reserve – Licence to Occupy

Liz Atkins

Hurunui District Council

66 Carters Road

Amberley 7410

SECTION 2: Our Requirements

2.1 Background

The paddocks surrounding the Waikari Bowling Club on the Waikari Bowling Club Reserve have been grazed for a number of years for maintenance purposes.

2.2 Licence term

We anticipate that the Licence will commence 18 December 2019. The anticipated Licence term and options to renew are:

Description	Years
Initial term of the Licence	Three years
Options to extend the Licence	Up to one renewal of three years.
Maximum term of the Licence	Six years

SECTION 3: Our Evaluation Approach

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

3.1 Evaluation model

- The evaluation model that will be used is highest price conforming. The tender that is the highest price will likely be selected as the successful tender.
- Only tenders submitted on the enclosed tender form will be considered.

SECTION 5: Our Proposed Contract

5.1 Licence to Occupy

The following is the Licence to Occupy document that we intend to use.

If you tender for the Licence to Occupy, you are deemed to have accepted the terms and conditions in the Licence to Occupy document in full.

HURUNUI DISTRICT COUNCIL

LICENCE TO OCCUPY

WHEREAS the Mayor, Councillors and inhabitants of the District of Hurunui (hereinafter referred to as the "Licensor") have under the provisions of the Local Government Act 2002, authorised a License to be issued to **<Tender Name>** (hereinafter referred to as the "Licensee") over all that area containing 5.4 hectares more or less and being **PT LOT 1 DP 9182 WAIKARI TSHIP BLK XII WAIPARA SD (Waikari Bowling Club Reserve)** and as per area outlined in orange on attached map (hereinafter referred to as the "Land").

NOW THEREFORE the Licensor doth hereby License and authorise the Licensee to occupy the land described for a term of three (3) years commencing on **18 December 2019** with a right of renewal for a further period of three (3) years, provided that the Licensor may determine this Licence at any time upon one month's written notice where any part or all of the Land is required for any other purpose.

SUBJECT TO the payment of an annual rental of **<Tender Amount>** plus GST due on the first day of MONTH in each and every year.

AND SUBJECT ALSO to the following conditions, viz

1. The Licensee will use the Land solely for the purpose of grazing stock.
2. That the Licensee will at all times pay punctually the rent as hereinbefore provided and as otherwise directed by the Licensor.
3. That the Licensee will pay all rates, taxes and other charges relating to the Land or its occupation.
4. That the Licensee will apply fertilizer at a rate of application recommended by the supplier to the land at least once during the term of the Licence. If fertilizer is only applied once, it will be in the final year of the term of the lease. The Licensee will supply proof to the Licensor that fertilizer has been applied to the land by way of supplying a copy of the receipt/s or invoice.
5. That the Licensee will allow the members of the Waikari Bowling Club vehicle access through the Land to the Waikari Bowling Green for maintenance purposes.
6. That the Licensee with 14 days written notice from Waikari Bowling Club, will make available the southern paddock for up to two days a year for parking purposes for events held at the Waikari Bowling Green.

7. The Licensor will maintain the pine hedges and will notify the Licensee when hedge maintenance will be undertaken.
8. This Licence is personal to the Licensee, and the Licensee will not assign, sublet, mortgage, charge, grant any lien, or otherwise dispose or part with the possession of the whole or any part of the said Land.
9. That the Licensee will use and manage the said Land in a good and husbandlike manner and not contaminate, impoverish or cause waste of the Land (including without limitation any waterway or waterbody).
10. That the Licensee will keep the said Land free from gorse, broom, noxious weeds, rabbits and other vermin.
11. That the Licensee will not break up or crop any part of the said Land, nor cut down or plant any trees or bush, without the prior consent of the Licensor.
12. The Licensee will not erect any buildings or other structures on the said Land without the prior consent of the Licensor.
13. That the Licensee will keep all buildings, fences, drains, gates and other improvements now or hereafter upon the said Land in good order, condition and repair.
14. The Licensor reserves the right to enter upon the said Land at any time for inspection purposes and for the purpose of installing, maintaining, repairing, or removing any existing service, over, under, or on the Land, remedying any breach of this licence or for any other lawful purpose.

AND it is hereby agreed and declared as follows:

1. In the event of a breach of any of the conditions of this License may be determined at any time by the Licensor upon the Licensor giving notice in writing of his intention to do so.
2. Upon the expiration or sooner determination of this License either as to the whole or any part of the said Land the Licensee shall not be entitled to compensation for any improvement effected by him but he may within such time as the Licensor shall determine remove all buildings, enclosures, fencing, or other improvements effected or purchased by him.
3. The costs of any enforcement action in relation to this licence and any work required by the Licensor to remedy any failure by the Licensee to comply with these provisions, may be recovered by the Licensor, from the Licensee as a debt, due and owing.
4. Where there is more than one Licensor, the provisions of this Licence shall be binding on each one jointly and severally.

OCCUPATION: _____

ADDRESS: _____

Location Map:

Licensed area outlined in orange.





TENDER 19/13

LICENCE TO OCCUPY – WAIKARI BOWLING CLUB RESERVE

I WISH TO TENDER FOR THE AREA DESCRIBED AS WAIKARI BOWLING CLUB RESERVE - PT LOT 1 DP 9182
WAIKARI TSHIP BLK XII WAIPARA SD – 3 CAMBRIDGE STREET, WAIKARI

AMOUNT PER ANNUM: _____ (excl GST)

AMOUNT PER ANNUM IN WORDS:

I have read and understood the conditions of the licence pertaining to this reserve.

FULL LEGAL NAME _____

ADDRESS _____

PH NO _____

EMAIL _____

OCCUPATION _____

SIGNATURE _____ DATED _____

TENDERS SHOULD BE ADDRESSED TO:

For Tenders sent by post:

Tender Box
Waikari Bowling Club Reserve – Licence to Occupy
Liz Atkins
Hurunui District Council
PO Box 13
Amberley 7441

For Tenders delivered by hand or courier:

Tender Box
Waikari Bowling Club Reserve – Licence to Occupy
Liz Atkins
Hurunui District Council
66 Carters Road
Amberley 7410

Tenders close Friday 13 December 2019 at 5pm

PRIVACY ACT PROVISION : The information you provide in this document will be collected and held by the Hurunui District Council. This information is collected for the purposes of assessing this tender only.