



Flexible fund

Stage one application pack

Key details

Issue date: 27 February 2026

Intention to apply notification: 5:00pm, 31 March 2026

Question period end: 5:00pm, 10 April 2026

Deadline for applications: 5:00pm, 24 April 2026

Contents

The flexible fund opportunity.....	2
Section 1: Key information.....	5
Section 2: Our requirements.....	8
Section 3: Our assessment approach.....	9
Section 4: Our funding approach.....	16
Section 5: Commercial term sheet.....	19
Section 6: Application terms and conditions.....	20

The flexible fund opportunity

Background

In November 2025, Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development (the Ministry) released the housing investment plan 2025 setting out the proposed allocation and purchasing intentions (including target locations) for the flexible fund. Investment is guided by a single investment objective – to enable people in high housing need to access stable and secure housing.

[Housing Investment Plan 2025](#)

On 5 February 2026, we released the flexible fund information document, providing further detail on the application process, including the level and type of funding available, investment benchmarks and assessment criteria. A two-stage application process will be used to identify delivery partners and select projects to deliver at least 675–770 social homes and affordable rentals between July 2027 and mid- to late-2029.

[Flexible fund opportunity application process – information document](#)

Stage one applications are now open. This application pack includes application forms, a financial model, a commercial term sheet and other information to guide applicants through stage one of the process.

Once applications close, we will assess stage one submissions to identify preferred delivery partners to deliver a programme of housing that will provide the right homes in the right places for the people in highest housing need. We are focused on improving housing outcomes in the investment locations we have identified, working collaboratively and in partnership with housing providers, iwi, Māori and communities.

Information in this document

This document provides new information about the flexible fund application process that applicants need to know before applying:

- further details on the application process including the question and answer process, information sessions to be held in March 2026 and how to submit applications
- further detail on the assessment process
- detail on the funding model and expectations on costs
- minor changes we have made to the application process.

This document also provides a recap of the following information from the information document for ease of reference:

- stage one timeline
- assessment criteria against which we will assess applications.

Note: This application pack does not repeat the content of the housing investment plan and flexible fund information document. Applicants are strongly encouraged to review these documents before applying.

What we are looking for

We are seeking proposals to provide homes that:

- align with our purchasing intentions
- will achieve positive outcomes for those who will be housed as well as the wider community and local economy
- are costed competitively and can be delivered and tenanted between mid-2027 and mid- to late-2029.

The flexible fund represents a shift in how we invest in social and affordable housing. We are targeting locations in high housing need, to ensure government investment delivers the right homes, in the right places to support the people who need them most.

The purchasing intentions outlined in the housing investment plan set out the details of what we are seeking.

We want to see proposals that deliver modest homes and effective tenancy management, improving outcomes for tenants and communities, and iwi and Māori. We are not seeking to procure services beyond tenancy management.

We are expecting proposals that represent value for money and a reduction in the long-term cost of housing to government, enabling us to maximise the number of households we can house.

We expect the annual funding requested through this application process to be lower than previous funding levels due to the actions that the Government has taken to lower financing costs for community housing providers, including the loan guarantee scheme and lending facility to the Community Housing Funding Agency¹.

We encourage applications that support local housing strategies, community aspirations and reflect a collaborative approach in place. In areas where there is high Māori housing need, we are interested in and expect applications that are Māori-led, with mana whenua involvement.

Proposals must be able to be financed and where possible we expect providers to bring some level of their own equity to co-invest with government.

We are seeking to work with delivery partners with expertise and experience to deliver homes and provide a tenancy service that improves outcomes for those being housed. We encourage providers to partner with others, to bring together the necessary skills and experience.

¹ [More social homes for less with loan guarantee | Beehive.govt.nz](#)

If you meet the eligibility criteria and would like to become a delivery partner, please complete an application and send to the Ministry before 5:00pm on 24 April 2026.

Let us know if you intend to apply

If you are interested in submitting an application, please send us a notice of intention to apply by email to investment@hud.govt.nz.

Please include in your email:

- the full legal name of the entity likely to submit a stage one application
- the name of the person sending in the form
- a contact number and email address.

If you forget to send us this notice, or don't pick up the stage one application pack until after the date we've noted for its return, that's ok. It is used for planning purposes only and is not something that is evaluated. Failure to provide this does not restrict you from submitting an application. If you notify us and choose later not to apply, that is also ok.

Future application rounds

The Ministry reserves the right, and at its sole discretion, to undertake additional application rounds if funding is not fully allocated as a result of this application round. An application round includes both stage one and stage two of the application process.

Section 1: Key information

1.1 Context

This document invites interested providers to submit an application for the flexible fund. This is stage one of a two stage contestable application process. The Ministry will identify preferred delivery partners through stage one before proceeding to stage two where the selected providers will propose specific projects.

1.2 Our timeline

We anticipate stage one applications will follow the timeframes set out below. Applications received after the deadline for applications will not be accepted.

We will be holding information sessions in March 2026 to provide an overview of the application process, as well as specific sessions on the financial model. The times for these information sessions are set out in the table below. Please register for these information sessions via our website: <https://www.hud.govt.nz/documents/budget-2025-flexible-fund-opportunity>.

Any adjustment to these timeframes will be published on our website.

Steps	Date
Stage one applications open	27 February 2026
Information sessions: <ul style="list-style-type: none">• Session 1: Overview of flexible fund - application process• Session 2: Overview of flexible fund - financial model• Session 3: Overview of flexible fund - application process (same as session 1)• Session 4: Overview of flexible fund - financial model (same as session 2)	1:00pm, Wednesday 11 March 1:00pm, Thursday 12 March 1:00pm, Wednesday 25 March 1:00pm, Thursday 26 March
Intention to apply due	5:00pm, 31 March 2026
Deadline for questions	5:00pm, 10 April 2026

Steps	Date
Deadline for the Ministry to respond to questions	17 April 2026
Deadline for applications	5:00pm, 24 April 2026
Anticipated stage one outcomes	July 2026
Applicants notified	July 2026
Applicant debriefs	July 2026

1.3 How to contact us / questions and answers

Any questions can be sent to investment@hud.govt.nz. Each Friday consolidated responses to questions will be released on our website:

<https://www.hud.govt.nz/documents/budget-2025-flexible-fund-opportunity>.

1.4 Developing and submitting your application

This document sets out the step-by-step process for submitting an application and the conditions that apply. Please take time to read and understand this document. In particular:

- develop a strong understanding of our requirements as summarised in [section 2](#). These are described in detail in the housing investment plan and flexible fund information document
- develop your application by considering how it will be assessed and evaluated. [Section 3](#) summarises our approach for assessing and evaluating applications received. This is also described in detail in the flexible fund information document
- you must use the application forms provided to submit your applications. Documents received that do not use these templates will not be assessed.

1.5 Address for submitting your application

An electronic copy of your application must be submitted by emailing your response to investment@hud.govt.nz. Applications sent by post, courier, fax or hard copy delivered to our office will not be accepted.

1.6 Our application process, terms and conditions

Offer Validity Period: In submitting an application, applicants agree that their offer will remain open for acceptance by the Ministry for six (6) calendar months from the deadline for applications.

The stage one application process is subject to the application process terms and conditions described in [section 6](#).

1.7 Changes

This section sets out important changes we have made to the application process that differ from the flexible fund information document:

- applicants will apply by submitting their application to investment@hud.govt.nz
- the stage one application pack will be advertised on the Government Electronic Tender Service (GETS) and will be released on the Ministry's website.
- each Friday consolidated questions and answers will be released on our website so that all interested parties have the same information.
- we have provided additional examples in the assessment criteria, to support prospective applicants.

1.8 Later changes to the stage one application pack or process

If, after publishing the stage one application pack, we need to add or adjust anything to the stage one application pack or process, or provide additional information we will let all providers know by placing a message on our website:

<https://www.hud.govt.nz/documents/budget-2025-flexible-fund-opportunity>.

Section 2: Our requirements

2.1 Housing investment plan

Before applying, please make sure you have read both the housing investment plan and the flexible fund information document. These documents outline the:

- flexible fund objectives
- Budget 2025 purchasing intentions, including: investment locations, range of homes, preferred number of bedrooms, delivery mode, populations of interest
- delivery approach
- housing solutions overview for social housing and affordable rentals
- available funding
- application process.

[Housing investment plan](#)

[Flexible fund information document](#)

2.2 Other application documents

In addition to this document the stage one application pack is made up of:

- application form
- cost response form
- financial model
- financial model user guidance
- commercial term sheet.

These documents are available on our website:

<https://www.hud.govt.nz/documents/budget-2025-flexible-fund-opportunity>.

Section 3: Our assessment approach

3.1 Assessment framework

The assessment framework is made up of the assessment process and the weighted assessment criteria. This framework will help us select preferred delivery partners that best align with our objectives.

We will use a weighted attribute assessment and evaluation model to evaluate all applications.

3.2 Assessment process

We will evaluate all applications received for an investment location together. This means applications across different locations will not be assessed or evaluated against each other, for instance, applications for South Auckland will not be compared to applications for Hamilton.

A Ministry evaluation panel will assess the non-cost criteria ahead of an assessment of cost criteria (a 'two envelope' system). This will ensure that ability to deliver, expertise and quality are evaluated first without being influenced by cost. Scores from both assessments will be considered. These are initial scores and may be revised by the panel as clarifications or further assessment and evaluation processes occur.

The Ministry evaluation panel will receive commercial, place based, and Māori housing subject matter expert assessments for each application. These assessments will be based on the information received within applications and information we have available relating to past Ministry contract performance of providers (where applicable).

We will consider applications that seek alternative forms of funding where innovative approaches demonstrate improved outcomes or improved value for money for government. Such applications will be evaluated against the assessment criteria in line with other applications and may require further assessment.

Stage one – weighted assessment criteria

Criteria	Weighting (%)	Description
Non-cost criteria		
Delivery partner capability, capacity and track record	20	<ul style="list-style-type: none"> • Demonstrated experience and capability of successfully delivering and maintaining houses to a similar size and scale (up to 3 case studies to be provided). • Demonstrated experience and capability providing ongoing tenancy management (up to 3 case studies to be provided). • Assessment of commercial, management and governance structures and required policies and procedures. <p>Note: We will incorporate available performance data for current or past providers into the assessment of these criteria.</p>
Deliverability of the proposed programme or projects	10	<ul style="list-style-type: none"> • Assessment that delivery timeframes align with our delivery timeframe requirements. • Intended key programme milestones (for example, lodgement dates for resource consents, building consents and code compliance certificates) to evidence the projects will be delivered on time. • Proposed delivery timeframes and approach to programme management provide evidence that project will be delivered on time, on budget and to scope (for example, by inclusion of key risks to delivery). • Evidence that climate related natural hazards are being considered and can be appropriately managed – for example, through reference to relevant district-plan hazard overlays (such as

Criteria	Weighting (%)	Description
		geotechnical, flood, coastal inundation) or other publicly available hazard assessments to demonstrate initial feasibility of mitigation.
Strategic alignment with the investment plan and purchasing intentions	15	<ul style="list-style-type: none"> • Assessment of the applications' alignment with the objectives outlined in the housing investment plan. • Location of proposed homes, including proximity to education, employment and amenities and public transport; and any information known to the applicant regarding the proximity to other social housing. • Total proposed number of social and affordable rental homes to be delivered (including total within each location if application is seeking to deliver in more than one investment location). • Home type (number of bedrooms; other features such as accessible-enabled). • Evidence of how application supports populations of interest (for example, for proposals that seek to specifically support whanau Māori, by being Māori led or having mana whenua involvement in areas of high Māori housing need). <p>For affordable rentals only (in addition to the above):</p> <ul style="list-style-type: none"> • Describe the populations of interest the provider seeks to provide affordable rentals for and detail their experience and capability of successfully working with these peoples. • Evidence the provider has effective local networks and policies and processes to identify and assess eligible households.

Criteria	Weighting (%)	Description
		<ul style="list-style-type: none"> Evidence the provider has effective policies and processes to assess household rental contribution levels and undertake annual reviews.
Expected outcomes for households, whānau and communities	10	<ul style="list-style-type: none"> Evidence of how the application aligns with local housing needs and plans within the investment location (including council and iwi housing strategies). Evidence of other outcomes households may achieve or have access to due to the provider (for example, connections with service providers). Evidence of community connection and engagement, for example, how provider has engaged with local community including iwi on this specific application; how provider is connected into community including other service providers.
Economic benefits	10	<ul style="list-style-type: none"> Evidence of economic benefits (for example, use of New Zealand businesses and resources including workforce participation, goods and services, developing local industry capacity and capability, and positive outcomes for housing people in high housing need)

Criteria	Weighting (%)	Description
Cost criteria		
Financial strength and equity contribution	15	<ul style="list-style-type: none"> • Evidence that providers have the required equity and finance to undertake the proposed programme. • Level of equity the provider is bringing to the programme (including land if applicable). • Evidence of ability to get finance at competitive rates (for example, communication with financiers) • If seeking upfront funding, likely level of upfront funding sought and evidence of why this is needed to either enable development feasibility or development finance (in line with upfront funding eligibility criteria)
Cost to government and evidence of value for money	20	<ul style="list-style-type: none"> • Assessment of proposed funding required per home (comprised of both ongoing and upfront funding, if any). This will be based on both the first-year funding requirement and the whole of life cost over the life of the contract. • Assessment of how land cost, build/purchase or lease cost, ongoing costs, financing costs and contingency / risk margin / equity margin compare against investment benchmarks. • Evidence on how the application represents value for money and is aligned with the funding objectives of reducing long-term cost of housing to government and maximising number of people able to be housed. This includes evidence that reasonable measures to minimise the level of funding requested have or will be taken, the project

		costings are competitive (or what process will be undertaken to achieve competitive pricing) and what cost reduction practices have or will be implemented to reduce costs.
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3.3 Scoring

The Ministry evaluation panel will use the scale in the table below to score all applications. Information submitted within your application for each criteria (cost and non-cost) will be assessed by each panel member and moderated to achieve a shared panel assessment of your application. Scores may be revised by the panel through further assessment and evaluation.

Scoring framework

Rating	Criteria description	Score
Exceeds requirements	The application clearly exceeds all requirements and demonstrates a strong, sustainable service. The proposal can evidence clear benefits for tenants and communities, reduces delivery or financial risk and shows measurable superior value for money.	9–10
Meets requirements with some value-add	The application meets all requirements and can demonstrate some additional benefits that improve tenant outcomes, service quality, value for money or efficiency.	7–8
Meets requirements	The application meets all requirements to an acceptable standard. The proposal appears deliverable and demonstrates value for money, with risks that are identifiable and manageable.	5–6
Meets most requirements	The application meets most requirements but has some gaps or weaknesses that would need to be addressed.	3–4
Partially meets requirements	The application raises concerns about their capacity, capability or readiness to deliver the housing or tenancy management effectively. Significant improvement, clarification or negotiation would be required.	1–2
No response or does not meet requirements	The application does not demonstrate the ability to meet requirements. The proposal lacks evidence to be credible, offers no clear benefits, or presents unacceptable cost or delivery risks.	0

3.4 Further information on cost assessment

Cost assessment metrics and expectations

We will assess cost primarily based on the year one funding requirements and the whole of life cost over the life of the contract. We will compare each application's costs against our investment benchmarks, which will provide a location specific guide of what each cost component typically costs.

We want to support the delivery of modest housing that is competitively priced and financed to maximise the number of households able to be housed.

We expect the annual funding requested through this application process to be lower than previous funding levels due to the actions that the Government has taken to lower financing costs for community housing providers, including the loan guarantee scheme and lending facility to the Community Housing Funding Agency².

Applicants will also need to demonstrate what steps they will take to further minimise the level of funding requested, including evidence that project costs are competitive with the market and that cost reduction practices have or will be implemented to reduce costs.

Please see the flexible fund information document for more detail about the investment benchmarks we are establishing.

Level of detail of costs at stage one of application process

At stage one of this application process, we are looking for cost estimates of your proposed delivery programme. This does not need to be based on specific sites but needs to provide enough information to give us confidence that your proposed delivery programme is credible and deliverable to meet our requirements.

Note: for preferred delivery partners moving to stage two, the cost estimates you provide at stage one will form the basis of the parameters that we will agree for specific project cost assessment at stage two.

² [More social homes for less with loan guarantee | Beehive.govt.nz](https://www.beehive.govt.nz/news/more-social-homes-for-less-with-loan-guarantee)

Section 4: Our funding approach

4.1 Available funding

As detailed in the housing investment plan and the flexible fund information document, most funding will be through ongoing subsidy payments to ‘top-up’ the contribution paid by the tenant to an amount agreed between the Government and the provider.

Upfront funding will be available in limited circumstances. Please review the flexible fund information document for an explanation of what this funding can cover and the eligibility criteria.

4.2 Move to a cost-based funding model

We have moved to a cost-based funding model that provides more transparency of the cost of providing social and affordable housing and better aligns the funding provided with costs incurred.

The cost-based funding model moves away from contracts being expressed in relation to market rent and instead incorporates an Agreed Amount that is made up of Operating Costs, Debt Servicing, and a Contingency.

Key term: Agreed Amount = Operating Costs + Debt Servicing and Repayment + Contingency

Basis of calculation

In the financial model provided, applicants are required to set out:

- your costs associated with providing the homes, including:
 - the costs of buying or developing the homes
 - the ongoing costs of providing the homes as social housing or affordable rentals (such as rates, insurance, maintenance, tenancy management etc)
- how the costs of buying or developing the homes are intended to be paid (for example, how much debt and equity is being provided, and if any upfront funding is being requested)
- the level of contingency required and your required contingency increase level.

Contingency

We expect the contingency would be used to cover costs that are not otherwise included in the make-up of the Agreed Amount.

The contingency should not cover future changes in legislation that could impact the cost of operating the homes.

We expect that applicants will request a contingency and the associated contingency increase for a project only where it is required for the financial viability of the project.

In determining the requested contingency and contingency increase level, applicants must take account of the following:

- the minimum level of contingency for the project to be financially viable
- key cost components such as rates and insurance will be adjusted according to the relevant inflation sub-index, providing a level of protection against extraordinary cost increases in these areas
- the commercial term sheet provides for the Agreed Amount to be adjusted if a Qualified Change in Law results in your costs being materially higher than would otherwise be the case
- payments will be sufficient to repay third party debt over the life of the contract, resulting in diminishing interest rate risk over time
- ownership of the properties at the end of the contract term.

We require any requested contingency to solely fund the projects and applicable costs being procured in this process, and not wider properties or services provided by your organisation.

Setting the Year 1 Agreed Amount

The Agreed Amount will be specific to each project based on the cashflow requirements (including contingency) of the first year of operation. In the financial model this is called the Year 1 Agreed Amount.

The Agreed Amount is the total cashflow as agreed between the Ministry and the applicant. Tenant contributions (Income Related Rent or “IRR” for social housing, or Affordable Rental Contribution or “ARC” for affordable rentals) will be deducted from this Agreed Amount. While the provider is responsible for collecting the IRR or ARC from the tenant, the risk that the amount charged to the tenant is higher or lower than what is assumed in the financial model sits with the Ministry, not the provider.

Key term: HUD Year 1 Cost = Year 1 Agreed Amount - IRR or ARC

How the Agreed Amount changes over time

The Agreed Amount will be adjusted annually according to a schedule intended to allow the revenue received by providers to more closely align with the provider’s costs (compared to previous market rent based models).

The table below sets out how each component is adjusted annually.

Basis of annual adjustments to the Agreed Amount	
Cost component	Description of adjustment
Rates	Adjusted annually in line with the annual change in ‘Local Authority Rates and Payments’ as reported by Statistics NZ.

Insurance	Adjusted annually in line with the annual change in 'Dwelling Insurance' as reported by Statistics NZ.
Tenancy Management	Adjusted annually in line with the annual change in the Labour Cost Index as reported by Statistics NZ.
Other ongoing costs	Adjusted annually in line with the annual change in the Consumer Price Index as reported by Statistics NZ.
Debt Servicing and Repayment	Not adjusted
Contingency and risk margin	Adjusted annually based on the contingency increase level agreed at contracting.

Please see the financial model user guidance for more information.

Section 5: Commercial term sheet

5.1 Commercial term sheet

The proposed commercial term sheet outlines the key commercial terms of the proposed funding contract (and contract drafting for those terms). Please highlight any issues with the content of this commercial term sheet when submitting your stage one application forms and supporting documents.

We will consider the feedback received and provide a draft contract for review ahead of the stage two application process.

The Ministry and each delivery partner will enter into the final contract upon the approval of their first project. The contract will allow additional funding for housing solutions to be incorporated into it on an ongoing basis.

In accordance with our terms and conditions, providers are responsible for their own application costs, including legal costs.

The commercial term sheet is available on our website:

<https://www.hud.govt.nz/documents/budget-2025-flexible-fund-opportunity>.

Section 6: Application terms and conditions

Interpretation, Definitions and General Information

1. Interpretation

A reference to the Information Document and the Supplementary Materials includes a reference to that document and materials as varied, supplemented, novated, replaced or substituted from time to time.

2. Definitions

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

Applicant means a person or organisation that submits an Application in response to the Opportunity. The term Applicant includes each member of any consortium.

Application means the response an Applicant submits in reply to Stage One, and/or Stage Two, of the Application Process. It comprises the relevant application form, the declaration the Applicant makes and all other information the Applicant attaches.

Application Process means the process described in the Information Document and Supplementary Materials.

Business Day means a 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.

HUD means the Ministry of Housing and Urban Development (and includes its successors).

Competitors means any other business that is in competition with an Applicant either in relation to the services sought under the Opportunity or in general.

Confidential Information means information:

- a. that is by its nature confidential;
- b. is marked at the time of disclosure by HUD or the Applicant as 'confidential', 'in confidence', 'restricted', 'sensitive', 'commercially sensitive', 'sensitive', 'secret' or 'top secret'; and/or
- c. the recipient of the information knows, or ought to know, is confidential to the provider of the information or a third party who supplied it to that provider.

However, this does not include information that is publicly available through no fault of the receiver of that information or that the receiver of the information acquired entirely independently of the provider.

A **Conflict of Interest** arises if personal or business interests, relationships or obligations of the Applicant or any of its personnel do, could, or could be perceived to:

- a. conflict with the Applicant's obligations to HUD under the Opportunity or in the provision of the services; and/or
- b. call into question the independence, objectivity or impartiality of any person involved in the Opportunity process on behalf of HUD.

A Conflict of Interest may be:

- a. actual: where the conflict currently exists;
- b. potential: where the conflict is about to happen or could happen; or
- c. perceived: where other people may reasonably think that a person is compromised.

Contract means the written Contract entered into by HUD and a Successful Delivery Partner at the end of Stage Two of the Application Process.

Contract Award Notice means the notice HUD publishes on GETS at the end of the Stage Two Application Process that identifies the Successful Delivery Partners.

Financial Model means the form prescribed by HUD and used by an Applicant to submit its costings for the Opportunity, duly completed and submitted by an Applicant as part of Stage One and Stage Two of the Application Process.

Deadline for Answers means the deadline for HUD to respond to questions submitted by an Applicant as:

- a. stated in Section 1 of the Information Document, in respect of Stage One; and
- b. notified by HUD in the Supplementary Materials, in respect of Stage Two.

Deadline for Application(s) means the deadline for delivering or submitting Applications to HUD in respect of Stage One, and separately, Stage Two, of the Application Process as stated in the Information Document.

Deadline for Questions means the deadline for submitting questions to HUD as set out in the Information Document for Stage One, and as notified by HUD in the Supplementary Materials for Stage Two.

Assessment Approach means the approach used by HUD to assess and evaluate Applications as described in the Information Document and the Supplementary Materials.

GETS means the Government Electronic Tenders Service available at www.gets.govt.nz.

Information Document means the "Budget 2025 Flexible Fund Opportunity Application Process – Information Document" (including these Terms and

Conditions) published by HUD on GETS.

Intellectual Property means all industrial and intellectual property rights whether conferred by statute, at common law or in equity, including (but not limited to) copyright, trademarks, designs and patents.

Opportunity means the Budget 2025 Flexible Fund opportunity described in the Information Document and any Supplementary Materials.

Preferred Delivery Partner means, following the assessment of Stage One Applications, any Applicant who is provided with a letter of intent and an application pack for Stage Two.

Stage One means Stage One of the Application Process for the Opportunity.

Stage Two means Stage Two of the Application Process for the Opportunity.

Successful Delivery Partner means any Applicant who at the end of Stage Two of the Application Process is awarded a Contract to deliver homes.

Supplementary Materials means any materials or information provided (or referenced) by HUD on GETS or as otherwise published and notified by HUD, including any additional information regarding the Financial Model and Stage Two.

Supplier Code of Conduct means the code of conduct detailed at www.procurement.govt.nz/suppliers/supplier-code-of-conduct.

Unsuccessful Applicant means any Applicant who is not identified by HUD:

- a. at the end of Stage One as a Preferred Delivery Partner; and
- b. at the end of Stage Two, as a Successful Delivery Partner.

2. General Information

- a. This Information Document and the Supplementary Materials it refers to are issued to provide information about the Opportunity and to elicit Applications.
- b. The Opportunity involves a two-stage application and contract award process. Only those identified by HUD as a Preferred Delivery Partner at the end of Stage One, will proceed to Stage Two.
- c. HUD may:
 - i. amend, suspend, cancel and/or re-issue the Information Document by publishing a notice on GETS or through another mechanism notified by HUD;
 - ii. issue, amend, cancel and/or re-issue Supplementary Materials in relation to the Opportunity by publishing a notice and/or those materials, on GETS or through

another mechanism notified by HUD;

- iii. accept or reject any Application, or part of an Application;
- iv. accept or reject any non-compliant, non-conforming or alternative Application;
- v. decide not to issue any letters of intent or to enter into a Contract with any Applicant;
- vi. liaise or negotiate with any Applicant without disclosing this to, or doing the same with, any other Applicant;
- vii. provide to or withhold from any Applicant information in relation to any question arising. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to an Applicant, is inappropriate to supply at the time of the request or cannot be released for legal reasons;
- viii. amend any proposed Contract at any time, including during discussions with an Applicant; and
- ix. waive irregularities or requirements in the process where it considers it appropriate and reasonable to do so.

Preparing and submitting an Application

3. Preparing an Application

- a. Applications must be submitted as part of each of the Stage One and Stage Two processes. In each case, Applicants must:
 - i. read the Information Document and the Supplementary Materials provided and referred to by HUD;
 - ii. respond using the Application Form(s) provided and include all information requested by HUD;
 - iii. include any assumptions, dependencies and/or qualifications in the Application, including anything that may limit its obligations or increase its quoted pricing or cost estimates;
 - iv. quote prices in NZ\$, exclusive of GST;
 - v. if appropriate, obtain independent advice before submitting an Application;
 - vi. satisfy itself as to the correctness and sufficiency of the Application.
- b. By submitting an Application, Applicants accept that they are bound by these Terms and Conditions).

4. Applicant questions

- a. Applicants must make sure they understand the

Information Document, the Supplementary Materials and the related processes.

- b. If an Applicant has any questions or needs clarification, they:
- i. must direct their enquiries:
 - via GETS or to investment@hud.govt.nz in the period ahead of the release by HUD of the Stage One application materials;
 - via GETS, post the release by HUD of the Stage One application materials – unless otherwise notified by HUD;
 - ii. must not otherwise approach any employee or other representative of HUD, directly or indirectly, for information on any aspect of the Opportunity;
 - iii. must clearly indicate any commercially sensitive information in their questions or requests; and
 - iv. may withdraw their questions and/or requests at any time.
- c. When HUD receives questions before the relevant Deadline for Questions for Stage One:
- i. HUD will respond on or before the Deadline for Answers.
 - ii. HUD may post the questions and answers or a summary of them and publish this on GETS.
 - iii. HUD will not publish the Applicant's name or any commercially sensitive information.
- d. When HUD receives questions before the relevant Deadline for Questions for Stage Two:
- i. HUD will respond on or before the Deadline for Answers.
 - ii. HUD may post the questions and answers or a summary of them and publish this on GETS or via another mechanism notified by HUD.
 - iii. HUD will not publish the Applicant's name or any commercially sensitive information.
- 5. Submitting an Application**
- a. Applications must be submitted through GETS, unless otherwise notified by HUD.
 - b. After the Deadline for Applications, HUD will acknowledge receipt of each Application directly or via GETS.
 - c. Applicants must ensure that all information they

provide HUD:

- i. is true, accurate and complete;
 - ii. is not misleading in any material respect; and
 - iii. does not contain material that infringes a third party's intellectual property rights.
- d. HUD may rely on the submitted Application and all information provided by the Applicant during the Opportunity process (e.g. correspondence and discussions).

Assessing Applications

6. Assessment of Stage One Applications

- a. HUD will evaluate a Stage One Application according to the Assessment Framework (Section 2.7 of the Information Document) and may utilise information HUD holds relating to the past performance of an Applicant.
- b. HUD may adjust its evaluation after considering additional information or clarification, as described in paragraphs 10 and 11 below.
- c. After the evaluation:
 - i. Preferred Delivery Partners will receive a letter of intent from HUD and an application pack for Stage Two.
 - ii. HUD will offer to debrief Unsuccessful Applicants in accordance with paragraph 11 below.

7. Assessment of Stage Two Applications

- a. HUD will evaluate a Stage Two Application according to the information set out in the Supplementary Materials and the Preferred Delivery Partner's letter of intent.
- b. HUD may adjust its evaluation after considering additional information or clarification, as described in paragraphs 9 and 10 below.
- c. After the evaluation:
 - i. Successful Delivery Partners will be notified by HUD and receive a Contract from HUD to sign.
 - ii. Contract signing must occur within 20 Business Days of its receipt.

8. Evaluation panel

- a. HUD will utilise an evaluation panel to evaluate Applications. HUD may have different evaluation panel members for evaluating different aspects of Applications. HUD may include independent advisors as evaluation panel members to evaluate some or all aspects of the Application.

9. Third party information

- a. HUD may request information from a third party

where HUD considers the information may be relevant to the Opportunity process, excluding commercially sensitive information about costs or contract terms.

- b. If this occurs, the Applicant:
 - i. authorises HUD to collect that information from the relevant third party (e.g. a referee or client), and authorises the third party to release it to HUD;
 - ii. agrees HUD may use that information in its assessment of the Application; and
 - iii. must ensure that all referees listed in the Application agree to provide a reference.

10. Clarification of Application

- a. HUD may ask the Applicant for more information or clarification on the Application at any time during the Opportunity process.
- b. HUD need not ask all Applicants for the same clarification.
- c. The Applicant agrees to provide the information or clarification as soon as possible, in the format requested by HUD.
- d. If the Applicant does not provide adequate information or clarification within a reasonable time (as determined by HUD), HUD may remove the Application from its assessment process.

11. Unsuccessful Applicant debrief

- a. At the end of Stage One and Stage Two, HUD will offer to debrief Unsuccessful Applicants. This debrief may be by letter, email, phone or a meeting.
- b. Unsuccessful Applicants have 10 Business Days from the date of HUD's offer to accept a debrief.
- c. HUD will provide the debrief within 30 Business Days from either the date of the Unsuccessful Applicant's acceptance of a debrief.
- d. The debrief will:
 - i. explain why the Application was successful or not successful;
 - ii. explain how the Application performed against the assessment criteria;
 - iii. indicate the Application's relative strengths and weaknesses;
 - iv. explain, in general terms, the relative advantages of the more successful Applications; and
 - v. seek feedback from the Unsuccessful Applicant on the Opportunity and the Opportunity process.

12. Notification of outcome

- a. After Contracts have been signed, HUD:
 - i. will publish a Contract Award Notice on GETS. Contract Award Notices are available to view by the public on GETS. A Successful Delivery Partner may request that HUD withhold its address from the Contract Award Notice for privacy reasons. HUD may withhold the Successful Delivery Partner's address from the Contract Award Notice in a manner consistent with the Privacy Act 2020.

13. Issues and complaints

- a. An Applicant may, in good faith, raise with HUD any issue or complaint about the Opportunity or Opportunity process at any time.
- b. When this occurs:
 - i. HUD will consider and respond promptly and impartially to the Applicant's issue or complaint;
 - ii. both the Applicant and HUD must do their best to resolve the issue or complaint; and
 - iii. HUD must not allow the issue or complaint to prejudice the Applicant's participation in the Opportunity process, or limit or affect the Applicant's future procurement opportunities.

Standard Opportunity conditions

14. Conflict of Interest

- a. Applicants must complete the Conflict of Interest declaration in the Application. If a joint Application is being submitted, each party must complete the Conflict of Interest declaration separately.
- b. If a Conflict of Interest arises during the Opportunity process, the Applicant must inform HUD immediately.
- c. HUD may exclude an Applicant from the Opportunity process if a material Conflict of Interest arises.

15. Ethics

- a. Applicants must not attempt to influence, reward or benefit any representative of HUD, nor offer any form of personal inducement, in relation to the Opportunity or the Opportunity process.
- b. Applicants must comply with the Supplier Code of Conduct, and any other relevant codes of conduct listed in the Opportunity.
- c. HUD may exclude the Applicant from the Opportunity process for a breach of paragraphs 4.b.i, 4.b.ii, 15.a. and 15.b above.

- d. To maintain a fair and ethical Opportunity process, HUD may require additional declarations or other evidence from the Applicant, or any other person, at any time.

16. Anti-collusion and bid rigging

- a. By submitting an Application Applicants warrant that:
 - i. the Application has not been prepared in collusion with a Competitor; and
 - ii. they will not engage in deceptive or improper conduct during the Opportunity process.
- b. HUD may exclude the Applicant from the Opportunity process if a breach of these warranties occurs.
- c. HUD reserves the right to report suspected collusion or anti-competitive behaviour to the appropriate authority, and to give that authority all relevant information, including the Application.

17. Confidential Information

- a. Without limiting any other confidentiality agreement between them, HUD and the Applicant will both take reasonable steps to protect the other party's Confidential Information.
- b. Except as permitted by the other provisions of this paragraph 17, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.
- c. Each party may each disclose the other party's Confidential Information to anyone who is directly involved in the Opportunity process on that party's behalf, but only for the purpose of participating in the Opportunity. This could include (but is not limited to) officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors. Where this occurs, the disclosing party must take reasonable steps to ensure the third party does not disclose the information to anyone else and does not use the information for any purpose other than participating in the Opportunity process.
- d. The Applicant acknowledges that HUD's confidentiality obligations are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 2020, parliamentary and constitutional convention, and any other obligations imposed by law. Where HUD receives an OIA request that relates to an Applicant's Confidential Information, HUD will consult with the Applicant and may ask the Applicant to explain why the information is considered by the Applicant to be confidential or commercially sensitive.

- e. The Applicant may disclose HUD's Confidential Information to the extent strictly necessary to comply with law or the rules of any stock exchange on which the securities of the Applicant or any related entity are currently listed. Unless prohibited by law, the Applicant must consult with HUD before making such a disclosure.
- f. HUD will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.

18. Costs of participating in the Opportunity process

- a. Applicants must meet their own costs associated with the preparation, presentation and discussion of an Application.

19. Ownership of documents

- a. The Opportunity and its contents remain the property of HUD. All Intellectual Property rights in the Opportunity remain the property of HUD or its licensors.
- b. HUD may request the immediate return or destruction of any Opportunity documents and any copies, in which case the Applicant must comply in a timely manner.
- c. All documents forming part of an Application will, once they are delivered to HUD, become the property of HUD. The Application will not be returned to the Applicant.
- d. Intellectual Property rights in the Application remain the property of the Applicant or its licensors.
- e. The Applicant grants to HUD a licence to retain, use, copy and disclose information contained in the Application for any purpose related to the Opportunity process, including keeping appropriate records.

20. Limited rights and obligations

- a. Except as stated otherwise in this paragraph 20, nothing in the Opportunity, these Terms and Conditions or the Application Process creates a contract or any other legal relationship between HUD and Applicant, unless and until they enter into a Contract.
- b. The following are binding on the Applicant:
 - i. the Applicant's signed declaration (contained in the Application);
 - ii. the Applicant's obligations under paragraphs 5.c. and 5.d.. Nothing in this paragraph 20 takes away from any rights or remedies HUD may have in relation to the Applicant's statements, representations or warranties in the Application or in correspondence or

- negotiations with HUD;
- iii. the standard Opportunity conditions in paragraphs 14 to 25.

- c. Paragraphs 17 and 19 are binding on HUD.
- d. Where applicable, HUD and each Applicant are bound by any other obligation expressly identified in paragraphs 1-13 of the Opportunity as being binding.
- e. All terms and other obligations that are binding on HUD are subject to HUD's additional rights in paragraph 3.c and paragraph 24.

21. Exclusion from the Opportunity process

- a. HUD may exclude an Applicant from the Application process if the Applicant:
 - i. has not provided requested information in the correct format or on time;
 - ii. has breached the Terms and Conditions, and HUD considers the impact of the breach is more than trivial;
 - iii. included a material error, omission or inaccuracy in its Application;
 - iv. is in bankruptcy, receivership or liquidation;
 - v. has made a false declaration;
 - vi. has a conviction for a serious crime or offence;
 - vii. has failed to pay taxes, duties or other levies;
 - viii. represents a threat to national security or to confidentiality of government information; and/or
 - ix. is a person or organisation designated as a terrorist by New Zealand Police.
- b. HUD may exclude an Applicant from the Application Process if:
 - i. there was a serious performance issue in a previous, or current, contract delivered by the Applicant;
 - ii. HUD considers the integrity of the Applicant is in doubt due to the Applicant's professional misconduct or an act or omission contrary to the Supplier Code of Conduct; and/or
 - iii. HUD becomes aware of any other matter that materially diminishes HUD's trust in the Applicant.

22. HUD's additional rights

- a. *Changes to the Opportunity*
 - i. HUD may amend, suspend, cancel or re-issue the Opportunity (and associated

Information Document and Supplementary Materials), or any part of it, so long as it notifies the Applicant.

- ii. HUD may change material aspects of the Opportunity, such as the timeline, or Assessment Framework, provided it gives the Applicant time to respond to update its Application in relation to the changes.

b. *Timeline*

- i. HUD may accept a late Application if it is HUD's fault it is late, or if HUD considers there is no material prejudice to other Applicants in accepting a late Application.
- ii. HUD may answer a question submitted after the Deadline for Questions and notify all Applicants about the submission of the question and the answer.

c. *The Application*

- i. HUD may accept or reject any Application, or part of an Application. This includes any non-compliant, non-conforming or alternative Application.
- ii. HUD may decide not to accept the lowest price conforming Application, unless stated otherwise in the Assessment Framework.

d. *Opportunity Process*

- i. HUD may liaise with any Applicant without informing, or doing the same, with any other Applicant.
- ii. HUD may provide Applicants with information arising from questions about the Opportunity.
- iii. HUD may withhold information arising from questions about the Opportunity. This may be the case if the information is unnecessary, is commercially sensitive, is inappropriate to supply at the time of the request or cannot be released for legal reasons.
- iv. HUD may waive requirements or irregularities around the Opportunity process if HUD considers it appropriate or reasonable to do so.
- v. HUD may amend the Proposed Contract at any time, including during negotiations with a Applicant.
- vi. HUD may decide not to enter into a Contract with any Applicant.

- e. *Consortia and unbundling*
- i. HUD may make its selection conditional on the Applicant agreeing to:
- HUD selecting the Applicant as a joint venture or consortium with another Applicant selected by HUD, and/or
 - HUD selecting individual elements of the Application that can be delivered separately, unless the Application specifically states that the Application, or the relevant elements, must be taken collectively.
- 23. New Zealand law**
- a. The laws of New Zealand govern the Opportunity. Each Applicant agrees New Zealand courts have non-exclusive jurisdiction to rule in any dispute concerning the Opportunity or the Opportunity process. The Applicant agrees that it cannot bring any claim in relation to the Opportunity except in a New Zealand court.
- 24. Disclaimer**
- a. Nothing contained or implied in the Opportunity, or Opportunity process, or any other communication by HUD to the Applicant is to be construed as legal, financial or other advice.
- b. HUD will endeavour to provide accurate information in any communication, but the Applicant accepts this information is not independently verified and may not be up-to-date.
- c. HUD will not be liable in contract, tort, equity, or in any other way for any direct or indirect damage, loss or cost incurred by the Applicant or any other person in respect of the Opportunity process, whether as a result of HUD exercising its rights under paragraph 22, HUD's negligence or breach of these Terms and Conditions, HUD failing to select the Applicant as a Successful Delivery Partner, or any other cause.
- d. To the extent that liability cannot be excluded, the maximum aggregate liability of HUD, its agents and advisors in connection with the Opportunity process, to all Applicants combined, is NZ\$5,000.
- e. The limitations and exclusions in paragraphs c. and d. above do not apply to any liability HUD may have for breach of confidentiality or infringement of the Applicant's intellectual property rights.
- 25. Precedence**
- a. Any conflict or inconsistency in the Information Document and Supplementary Materials shall be resolved by giving precedence in the following descending order:
- i. Information Document and Supplementary Materials
 - ii. these Terms and Conditions.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the more recent information or document will prevail.