

## **CALL FOR EXPRESSIONS OF INTEREST – Brantxon AMBULANCE STATION SITE**

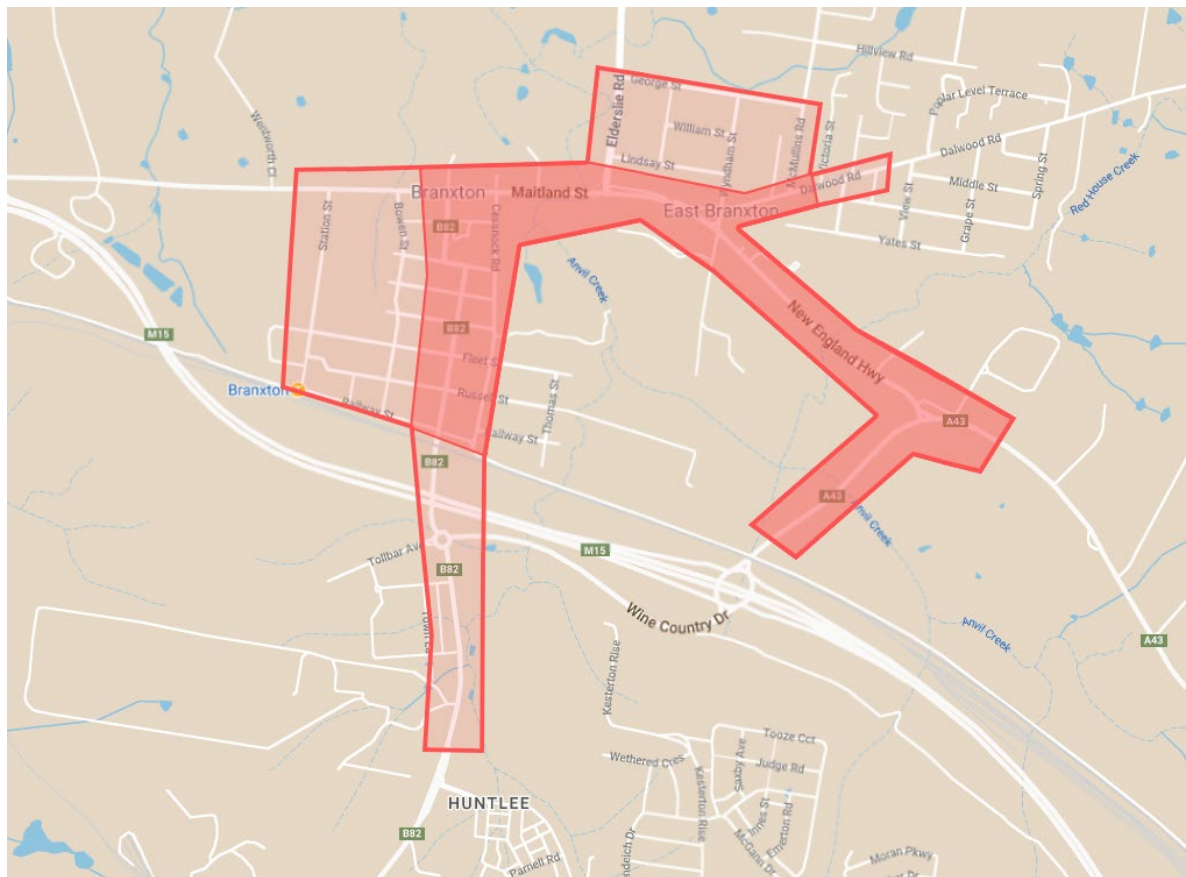
The NSW Ambulance Infrastructure Program will deliver 30 new ambulance stations across NSW.

Health Infrastructure is leading delivery of the infrastructure program in partnership with NSW Ambulance.

A land search and early planning activities are underway for the new station locations.

Expressions of interest (**EOI**) are being sought by Health Infrastructure (**HI**) from landowners and their authorised nominated representatives who wish to nominate sites available for freehold acquisition that may be suitable for a new NSW Ambulance Station serving Brantxon.

Available sites located within or within proximity to the catchment area below will be considered.



Source: Google Maps / NSW Ambulance



The nominated site will need to demonstrate suitability in accordance with various considerations, including but not limited to:

1. A usable, appropriate site within or within proximity to the proposed catchment area (indicated on the map herein).
2. Generally level in topography with a minimum land size of circa 1,800 sq.m.
3. Parcels of land either with or without existing improvements will be considered.
4. Easily accessible and proximate to a main arterial road link with favourable ingress and egress opportunities.
5. Ideally located outside of established/dense residential locations.
6. Removed from school zones and/or high-volume pedestrian areas (e.g. pubs, clubs, sporting fields etc).
7. Is suitable for redevelopment and free of significant encumbrances.
8. Is available for development within the four-year timeline of the program. Sites which are immediately available for development will be considered favourably.
9. Whilst not preferred, HI will consider integrated development options.

### **Submission of an EOI**

EOIs are to be uploaded via the Ansarada data room. Instructions for uploading EOIs will be made available within the Document index. Multiple sites can be put forward within a single submission via the Ansarada data room.

### **Cost of Submissions**

All participants shall bear their own costs in preparing their submissions. Charter Keck Cramer and HI accepts no responsibility for the costs incurred by respondents in preparing submissions. HI will not pay any transaction/success/introductory or any other fee to the successful agent, landowner or similar.

### **Charter Keck Cramer's Appointment**

Charter Keck Cramer is retained by HI and will not be seeking the reimbursement or payment of any fees in respect of this engagement from a landowner.

### **Evaluation Considerations**

HI will not be under any obligation to consider any EOI if it determines, in its absolute discretion, that the EOI submitted does not contain sufficient detail.

Submissions will be evaluated based on a range of considerations including but not limited to:

1. Location, Access & Traffic
2. Urban Context
3. Built Forms & Landscaping
4. Environment, Heritage & Culture
5. Time, Cost & Value



If the project team identifies suitable available land through the EOI process, it will undergo extensive assessment to determine its suitability against other shortlisted sites. If required, further information will be requested from the landowners and investigations carried out.

**EOI Closing Date**

The closing date for submissions is **4pm on Wednesday the 12<sup>th</sup> of July 2023.**

**EOI Enquiry Cut-off**

**4pm on Monday the 10<sup>th</sup> of July 2023** (being the latest date that an enquiry may be submitted).

**Project Enquiries**

All enquiries are to be submitted via the Project Data Room Q&A function.

**EOI Manager**

Bennett Wulff  
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Charter Keck Cramer  
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## **Negotiation**

HI may enter into negotiations with one or more respondents (or such other persons it considers appropriate) in relation to the Project. HI reserves the right to consider other sites as required to identify the best site or sites for the Project which may include other sites under Government or Private ownership.

## **Completion**

Subject to Government approval of a shortlist of preferred site or sites, HI will proceed to the next stage, which entails the required activities necessary for detailed due diligence and execution of any agreements required.

## **NSW Government Supplier Code of Conduct**

All respondents must comply with the Supplier Code of Conduct (**Code**). A copy of the Code is available at: <https://info.buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct>

The submission of an EOI will be an acknowledgement and representation by the Respondent that:

- (i) it is aware of the requirements of the Code;
- (ii) it will comply with the Code; and
- (iii) it agrees to provide evidence of compliance with the Code and access to all relevant information to demonstrate compliance

Failure to comply with the Code will be taken into account when considering an EOI and may result in an EOI being passed over without prejudice to any other right of action or remedies available to HI.

## **Conflicts of Interests**

All respondents must advise HI immediately of any conflict of interest in relation to this EOI process, whether actual or perceived, which exists or arises. If HI is of the opinion that a conflict of interest exists or could reasonably exist, it may at its absolute discretion immediately exclude the respondent from further involvement in the EOI process.

## **Terms & Conditions**

In the event that an occupancy/property is submitted by two or more parties, Charter Keck Cramer and HI will deal with the party authorised to act on behalf of the proprietor interests.

The information outlined within this document is for the addressed recipients only. Recipients are not to distribute the document to any other parties.

HI is under no obligation to give reasons for any decision made or not made in relation to this EOI including, but not limited to, any of the EOIs submitted.

The project team will also be investigating available Government and Council owned land that may be suitable and reserves the right to not proceed with any site nominated in this EOI process.

Notwithstanding any other provision of this EOI and provided that the integrity and competitiveness of the process is not compromised, HI may, at any stage and without giving reasons:



- (i) withdraw, vary, amend, supplement or replace this EOI and/or cancel, vary or suspend any aspect of any stage of the procurement process or the whole procurement process at any time by notice;
- (ii) not used;
- (iii) not shortlist any EOI;
- (iv) negotiate or deal with one or more respondents (including exclusively) at any stage with respect to the EOI or any subsequent procurement process;
- (v) review and change the information or requirements contained in this EOI by notice;
- (vi) accept, reject or shortlist any EOI which
  - a. is late;
  - b. is in any way incomplete or irregular; or
  - c. does not comply with any requirements of these EOI conditions;
- (vii) request from the respondent and consider further information necessary for the purposes of the evaluation of any EOI;
- (viii) enter into negotiations or into a contract for sale with any party whether or not the party engaged in the EOI process;
- (ix) where a consortium or an association submits an EOI or any other proposal, to only select one or more, but not all, persons or entities comprising the consortium or association to progress to subsequent stages of the project;
- (x) not proceed with the EOI process, in the manner set out in these EOI conditions, or at all;
- (xi) decide at any time:
  - a. to reject any EOI for any reason;
  - b. to vary the EOI assessment criteria;
  - c. to terminate further participation in the procurement process by a respondent to this EOI;
  - d. to not proceed to the negotiation stage for any site;
  - e. to change the basis on which respondents may be, or are required to, participate in the EOI process; or
  - f. to rely on publicly available information relating to respondents as part of the evaluation process.

To the extent permitted by law, all participants will have no claim against HI arising out of HI's exercise, or failure to exercise, any rights under this EOI.



### **Improper assistance and collusive tendering**

Participants and their respective officers, employees, agents and advisers must not engage in any collusive bidding or anti-competitive conduct with any person, or any other unethical, improper or unlawful; conduct in relation to the preparation or lodgement of an EOI.

HI may involve the Australian Competition and Consumer Commission (ACCC) to provide assistance in relation to any competition issues concerning a participant related to this EOI.

In addition to any other remedies available under law or any agreement, HI will exclude from further consideration any EOI lodged by a respondent that, in HI's reasonable opinion, has engaged in any collusive bidding or anti-competitive conduct with any other person, or any other unlawful conduct in relation to the preparation or lodgement of an EOI.

HI may exclude from further consideration EOIs which have been compiled:

- (i) with improper assistance of employees or ex-employees of HI or any of its consultants or advisers (or ex-consultants or ex-advisers);
- (ii) using information improperly or unlawfully obtained from HI or third parties; or
- (iii) otherwise as a result of unethical or improper conduct.

### **No legal relationship**

This EOI does not constitute an offer or invitation to treat, and no legal obligation of HI to a participant exists or will arise on the basis of the EOI, or acceptance or shortlist of any EOI, unless and until binding legal documentation is signed between the parties.

### **Warranties**

By submitting an EOI, the respondent:

- warrants that the information contained in its EOI is accurate, complete and not misleading (including by omission of information) as at the date on which it is submitted, and may be relied on by HI in determining whether or not the respondent should progress in the EOI process;
- undertakes to promptly inform HI if it becomes aware of any changes in circumstances which cause the information contained in its EOI to become inaccurate or incomplete in a material respect;
- acknowledges that HI will rely on the above warranty and undertaking when evaluating the EOI;
- acknowledges that HI may elect to remove a respondent from the EOI process or any other part of the procurement process as a result of material changes to the information presented in its EOI; and
- acknowledges that HI may suffer loss or damage if the respondent breaches the above warranty or undertaking.