

EXPRESSION OF INTEREST

EOI NO. MRC-2407

**Proposed Sale of Property
18 Regent Street, Moama**

Closes: 2pm (AEST), 14 June 2024



**murray river
council**

EXPRESSION OF INTEREST DETAILS

Council is seeking Expressions of Interest ('EOI's') from parties interested in purchasing the land and existing buildings at 18 Regent Street, Moama, NSW 2731, particularised as Lots 11 and 12 on DP 236459 ('the Land').

Council reserves the right to negotiate further with the preferred purchaser or alternatively, to accept an initial offer via this expression of interest process without a second stage shortlisting process.

The time and date by which EOI must be lodged are:

2:00pm (AEST), Friday 14 June 2024.

The contact person for the EOI process is:

Chris Godfrey – Strategic Property Specialist

Email: cgodfrey@murrayriver.nsw.gov.au

The EOI documents are available on the Internet at the site nominated in the public advertisement.

The respondent must submit a completed EOI response schedule via Council's e-tendering portal in order for their submission to be considered.

The EOI evaluation criteria are:

- **Purchase Price** (to be stated as 'plus GST'): 80%
- **Proposed settlement timeframe**
(note: shorter timeframes will warrant a higher score) 10%
- **Acceptance of Council's standard conditions**
(note: departures from conditions or proposed 'subject to' conditions will warrant a lower score) 10%

Market Value

Council has, in accordance with its legislative obligations, sought a market appraisal from an independent Certified Property Valuer to provide an estimate as to the market value of this property based on highest and best use. Council reserves the right to consider only those submissions which meet the minimum market value as set by Council's independent certified property valuer. Council will not disclose the market value figure and as such, prospective purchasers are strongly encouraged to submit their best offer in the first instance.

Site Inspections

Prospective purchasers are encouraged to make inquiries themselves as appropriate with regard to information about this property. The enclosed documentation should be considered a

guideline or property overview only and will not be considered a representation on which a purchaser may rely if successful.

Prospective Purchasers may request a site visit during the first three weeks of the EOI open period by contacting Chris Godfrey via the above email address or by phone to 1300 087 004. Any requests to visit the site received after that time will not be considered.

Attendees will be required to sign an attendance sheet upon arrival, with contact details. Any questions raised during a site visit will be answered via the e-tendering portal for the benefit of all prospective purchasers.

Departure from Standard Conditions of Sale

Respondents please note: Any purported departure from Council's draft conditions of sale (as set out in the draft Contract for the Sale of Land issued with the EOI documents) or special or 'subject to' condition which may be required by a prospective purchaser MUST be stated clearly in the EOI Response Schedule document or annexed as a separate document and submitted with the EOI response.

Council reserves the right to refuse any amendments to the Contract of Sale in the event that these are proposed after the closing time for submissions.

EOI CONDITIONS

1 INTRODUCTION

1.1 Definitions

In these EOI Conditions, the following terms have the meanings indicated, unless inconsistent with the context:

"Attachment" means an attachment to these Conditions;

"Closing Time for EOI" has the meaning ascribed to it by clause 3.2.1;

"Contact Person" means the person nominated as such in the EOI Details;

"Council" means Murray River Council;

"Electronic Tender Box" has the meaning set out in the clause 3.2.2

"Non-Conforming EOI" means an EOI which:

1.1.1 does not comply with any requirement specified in these EOI Conditions; or

1.1.2 contains any qualification, condition or other indication that the respondent is not willing to perform as part of the proposed Contract;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

"Schedule" means a schedule forming part of the EOI Schedules;

1.2 Contact Person

All enquiries regarding the tender process or the Contract must be directed to the Contact Person via the questions function in the e-tendering portal.

2 EOI

2.1 Lodgement of Expressions of Interest

2.1.1 EOI responses will be received only until the time and date stated in the EOI Details ("Closing Time for EOI").

2.1.2 Expressions of Interest may only be lodged:

2.1.3 by electronic mail into the electronic tender box at:
www.tenderlink.com/murray

2.1.4 Council will not consider late EOIs. An EOI lodged after the Closing Time or not in the electronic tender box will be returned to the respondent.

2.1.5 The electronic Tender Box will be opened after the Closing Time for the EOI in accordance with the Local Government (General) Regulation 2021.

2.2 Council not Bound to Accept EOI

An EOI submission may be considered an offer which is open to Council to accept, subject to the formalisation of a contract between the parties. These EOI terms shall not be considered to constitute a collateral contract between the parties.

Council is not bound to accept any EOI and may determine:

- 2.2.1 not to proceed with any of the EOIs;
- 2.2.2 to identify a purchaser for the Contract through a new process (such as a direct sales approach using a Real Estate Agent); and/or
- 2.2.3 not to proceed with the Contract of Sale.

2.3 Rectification of Errors and Omissions

Council reserves the right to check submissions for errors and omissions, but is under no obligation to draw any error or omission to the attention of a respondent. If Council finds any significant error or omission, it may, at its absolute discretion, give the respondent an opportunity to confirm or withdraw its tender within a fixed period specified by Council.

3 ACCEPTANCE OF TENDER

The successful respondent will be notified in writing of the acceptance of its proposal. The notification of the acceptance of the respondent's proposal will go to establishing the basis of the agreement reached between the parties but will not of itself be deemed to create a contract between the parties. The successful respondent must execute and return to Council a sale of land contract in the form stipulated by Council and as amended by the insertion of any details which are intended to form part of the Contract, within seven (7) days of its receipt from Council.

4 EVALUATION CRITERIA

The evaluation panel will evaluate the EOIs in accordance with evaluation criteria listed in the EOI Details. Following the expiration of the submission period, Council may seek clarification or further information from respondents as necessary.

The Contract of Sale issued with the EOI documents in draft form will form the basis of any resulting contract should a respondent be successful. Prospective Purchasers should ensure they inform themselves of Council's standard conditions of sale prior to submitting a proposal.

5 PRIVACY

If a respondent is required or chooses to disclose any Personal Information to Council in its submission (including, without limitation, any Personal Information pertaining to any employee of the respondent or any other person) the respondent warrants that:

- 5.1 it has complied with the Privacy Act 1988 (Cth), the Privacy and Personal Information Protection Act 1998 (NSW) and any other relevant legislation with respect to the collection, use and disclosure of such Personal Information; and
- 5.2 at the time of collecting the Personal Information, it obtained all necessary consents and authorisations from the persons to whom that Personal

Information relates to enable disclosure of the Personal Information to Council, Council's employees and any advisors to Council.

The respondent must indemnify, keep indemnified and hold harmless Council, in respect of any loss, liability or expense suffered or incurred by Council arising out of, or in connection with, any breach of the respondent's obligations under this clause.

6 PROBITY OF TENDER PROCESS

6.1 Canvassing

Respondents must not approach, or request any other person to approach -

- 6.1.1 any member of Council staff; or
- 6.1.2 Councillors – individually or collectively:
- 6.1.3 to solicit support for their responses; or
- 6.1.4 otherwise seek to influence the outcome of the EOI process.

The submission of any respondent who engages in conduct prohibited under this clause 5.1 may not be considered by Council.

6.2 Conflict of Interest

When submitting its response, the respondent must declare any actual or potential conflicts of interest which may arise between the respondent and Council or Council and any sub-contractor which the tenderer proposes to engage in respect of the work under the Contract.

7 NO COLLATERAL CONTRACT

The submission of an EOI by a respondent will not give rise to any contract governing, or in any way concerning, the EOI process, or any aspect of the EOI process, for the Contract. Council expressly disclaims any intention to enter into any such contract.

8 PROSPECTIVE PURCHASER ACKNOWLEDGMENTS

8.1 Exclusion of Warranties

8.1.1 The respondent acknowledges and agrees that an offer made via this EOI process is an offer to purchase the Land together with any improvements;

- (a) By reference to the proposed purchaser's own inspection and investigation, using their own skill and judgement; and
- (b) in its present condition and state of repair and including any and all existing patent and latent defects, infestations, contamination or dilapidation;

and agrees that Council and its representatives have not made any representation or warranty to the proposed purchaser or to any person acting on the proposed purchaser's behalf as to:

- (c) the quality or fitness for any purpose of the land or improvements;

- (d) the exact size and location of boundaries on the Land;
- (e) the freedom of the Land from defects, infestations, contamination or dilapidation;
- (f) the lawful use of the Land and/or the improvements;
- (g) the potential for development of any description to be carried out on the land; or
- (h) the compliance with legislative or other requirements of any improvements on the Land.

8.2 Planning and Zoning

Any prospective purchaser acknowledges and agrees that the Land may be affected by planning scheme restrictions and/or development orders or controls and that the prospective purchaser bears the onus of ensuring their own due diligence exercise is carried out to ensure that any such restrictions, orders or other potential impediments to use of the land will not have an adverse impact. Council makes no warranty in this regard.

8.3 Separation of Council Duties

Prospective purchasers and their representatives acknowledge that Council's property management and EOI management functions must remain independent of its role as a decision maker in planning and development applications.

Council has a duty to ensure any inquiry relating to land development and/or building approvals is responded to in a confidential and impartial manner by Council's Planning team. As such, no staff member engaged in planning and building approval processes will be involved in or privy to this EOI process. Conversely, any question submitted as part of this EOI process which relates to planning applications (whether land or building related) will not be answered by the staff members managing the EOI process.

Any such inquiry must be made via the usual Council process set out by the Planning and Environment business unit. Questions answered via the e-tendering portal will be limited to general administrative questions which are directly related to this EOI process.