

# STAGE 3

# BALLARAT WEST EMPLOYMENT ZONE

OCTOBER 2022

REQUEST FOR EXPRESSION OF INTEREST



INDUSTRIAL/COMMERCIAL DEVELOPMENT & EMPLOYMENT PROJECT



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## DISCLAIMER

As the Victorian State election will be held on Saturday 26 November 2022, the Victorian Government will assume a caretaker role from 6.00pm on 1 November 2022 until such time that either it becomes clear that the incumbent government will be returned, or when a new government is commissioned.

In line with the caretaker conventions, the incoming government will determine whether to proceed with this EOI process and enter into the contract after the caretaker period.

Applicants should be aware that:

- all information about this EOI process represents the position of the current government only, and is subject to change; and
- the incoming government may decide to not proceed with this EOI process.

# About Development Victoria

At Development Victoria, we create places for people. We're a government agency partnering with industry to transform ambitious ideas into reality. And together, we deliver places that make a genuine difference to the people of Victoria.

## Development Victoria Undertakes

- property development
- civic, social and economic projects for government entities on a fee for service basis
- management of project transactions, including the procurement of joint venture partners
- provision of technical and commercial advice to government, departments and agencies
- provision of technical and commercial advice to Land Use Victoria

## Policy pillars

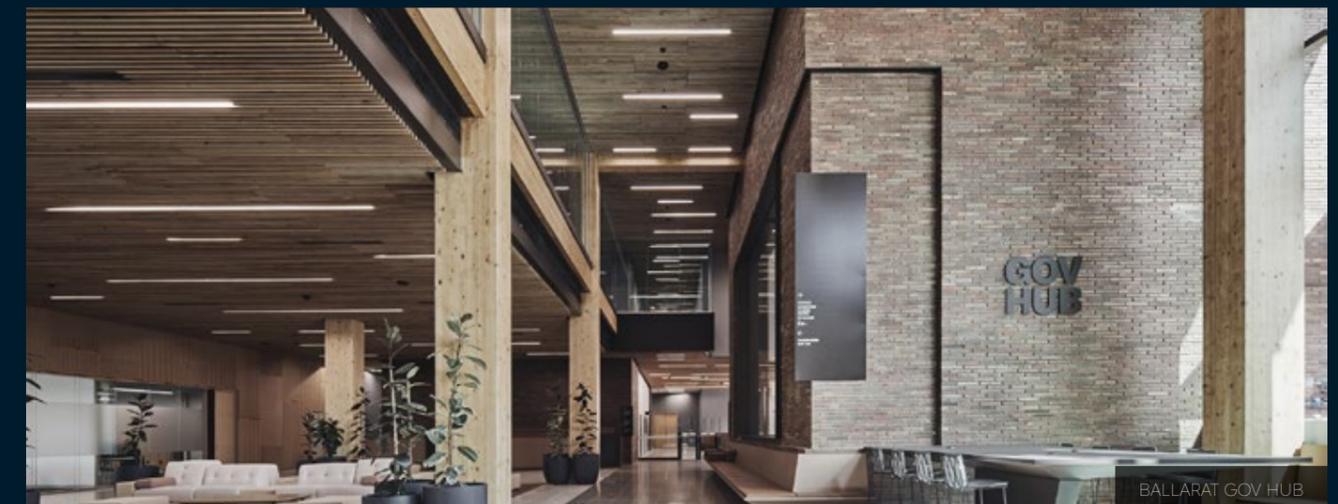
Development Victoria's approach is underpinned by five policy pillars.

1	2	3	4	5
Housing	Economic development	Urban renewal	Value creation and capture	Social and economic infrastructure
				
Promoting and delivering housing diversity and affordable housing	Delivering projects to drive economic development	Planning and developing strategic urban renewal precincts	Pursuing value capture and creation opportunities	Delivering social and economic infrastructure

## Corporate Governance

Development Victoria is a statutory authority governed by a Board of Directors. The Minister for Transport Infrastructure has primary responsibility for Development Victoria under the *Development Victoria Act 2003* and the Minister for Business Precincts is responsible for the *Docklands Act 1991*.

Once-in-a-lifetime placemaking is our everyday. We re-imagine iconic places like the Melbourne Arts Precinct and State Basketball Centre to transform them for future generations while maximising sustainability as per Best Practice and tracking against our pathway to a Carbon Neutral 2030. We develop entire precincts like Docklands and Fitzroy Gasworks, unlocking public land to create connected and sustainable places while transparently assessing opportunities for innovation and partnership. We build homes close to jobs, services and transport – and we sell them to Victorians on average incomes, so they too can have the security of a place to call home.



BALLARAT GOV HUB



JUNCTION PLACE WODONGA



REVITALISING CENTRAL DANDENONG

# PART A

## INVITATION



# Definitions

**BWEZ** – Ballarat West Employment Zone.

**DV** – Development Victoria.

**EOI** – means this Expression of Interest document.

**EOI PHASE** – means Development Victoria’s process of inviting, receiving, evaluating and short-listing Submissions to this EOI.

**FTE** – Full time equivalent (jobs) 40 hours per week.

**PROJECT (SITE)** – means the development of the site known as Stage 3, BWEZ.

**RESPONDENT** – a party that received this EOI Document and provides an EOI submission.

**RESPONDENT’S PARTICIPANTS** – means the officers, employees, consultants and advisers of a Respondent, any named participant in the Respondent’s submission and the officers and employees of those consultants and advisers and participants.

**RETURNABLE SCHEDULES** – means the documents set out in Part B which are to be completed by the Respondent and included in their Submission.

**STATE** – means the Crown in right of the State of Victoria.

**SUBMISSION** – means a document lodged with DV by or on behalf of a Respondent in response to this EOI which contains a submission and any information provided on behalf of a Respondent to DV arising from connection with the EOI Phase.

# Opportunity

The City of Ballarat is the largest regional city in Western Victoria. As a business location, Ballarat boasts many advantages including a large, skilled and stable workforce, a strong existing manufacturing and food processing base, good access to raw materials, and sophisticated educational, research and development resources.

The Ballarat West Employment Zone (BWEZ) has been designed to be a high-quality, high-profile, industrial and commercial precinct to take advantage of and support the future economic growth of Ballarat and the region.

BWEZ offers fully serviced, high exposure lots, quality infrastructure and provides the opportunity to capitalise on access to road, rail and Ballarat Airport, at a strategic location within the freight network linking to Melbourne, regional and rural Victoria, Adelaide and the Ports of Melbourne, Geelong and Portland.

Stages 1 and 1B are complete and 100% of the land is sold or under negotiation.

Stage 2 is underway and 60% of the land is sold or under negotiation.

Stage 3 is one of the final opportunities to secure a site in the BWEZ Precinct, currently releasing approximately 20ha of high-quality industrial land immediately adjacent to the Ballarat Link Road giving quick and easy access to the Western Freeway.

Respondents have the opportunity to nominate a preferred lot (Lot 1 or Lot 2) within the stage. Should there be competing interest on a lot, the bid evaluated in relation to the weighted criteria outlined on Page 15 with the highest score, will secure the lot.

An intermodal freight hub is also proposed at BWEZ comprising a rail-based freight terminal and industrial subdivision.



# Objectives

The Ballarat West Employment Zone is a major employment precinct for Ballarat. It has been identified by both Local and State government as a strategic site which can deliver significant and diverse employment opportunities.

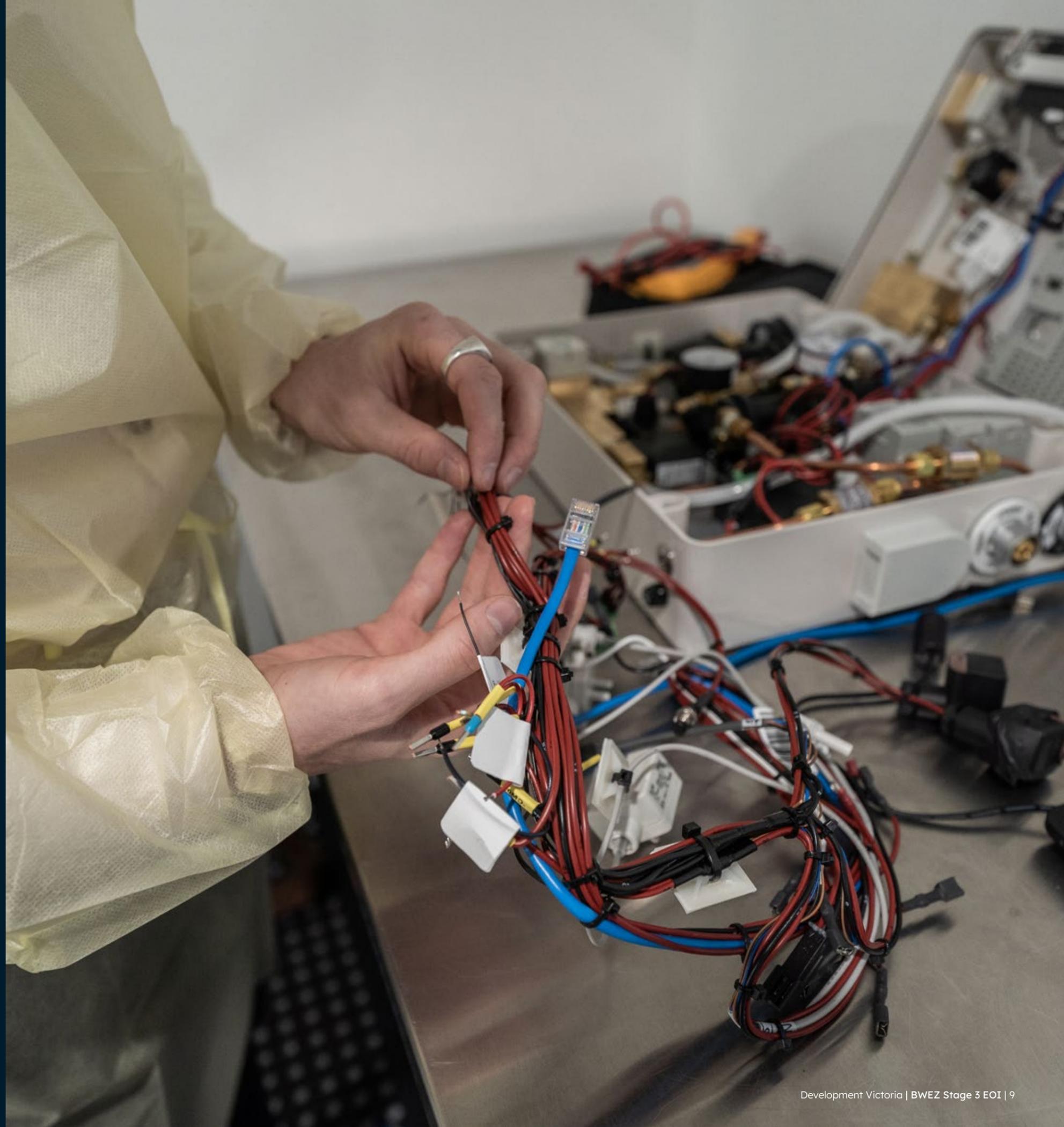
Regional Development Victoria, City of Ballarat and Development Victoria have been working in partnership to facilitate these opportunities and have developed a set of key project objectives to guide the future development of the Site. These are outlined below:

To provide employment opportunities for a growing population, whilst recognising social and environmental concerns and requirements.

To develop the site to support globally competitive businesses, encourage innovation and improve productivity

To host enterprises which:

- Retain and attract industry investment
- Retain delivery of new and skilled jobs
- Contribute to the growth and sustainability of Ballarat and the regional economy



# Ballarat is Growing and a Great Place to do Business

The City of Ballarat is the largest city in Western Victoria, the third largest city in Victoria, and one of the fastest growing regional cities in Australia.

As the major commercial, service and employment centre in the region, Ballarat is ideally positioned to support business and industry growth.

It is the base for regional retail, commercial and industrial employment for a catchment in excess of 250,000 people.\*

As a business location, Ballarat's advantages include:

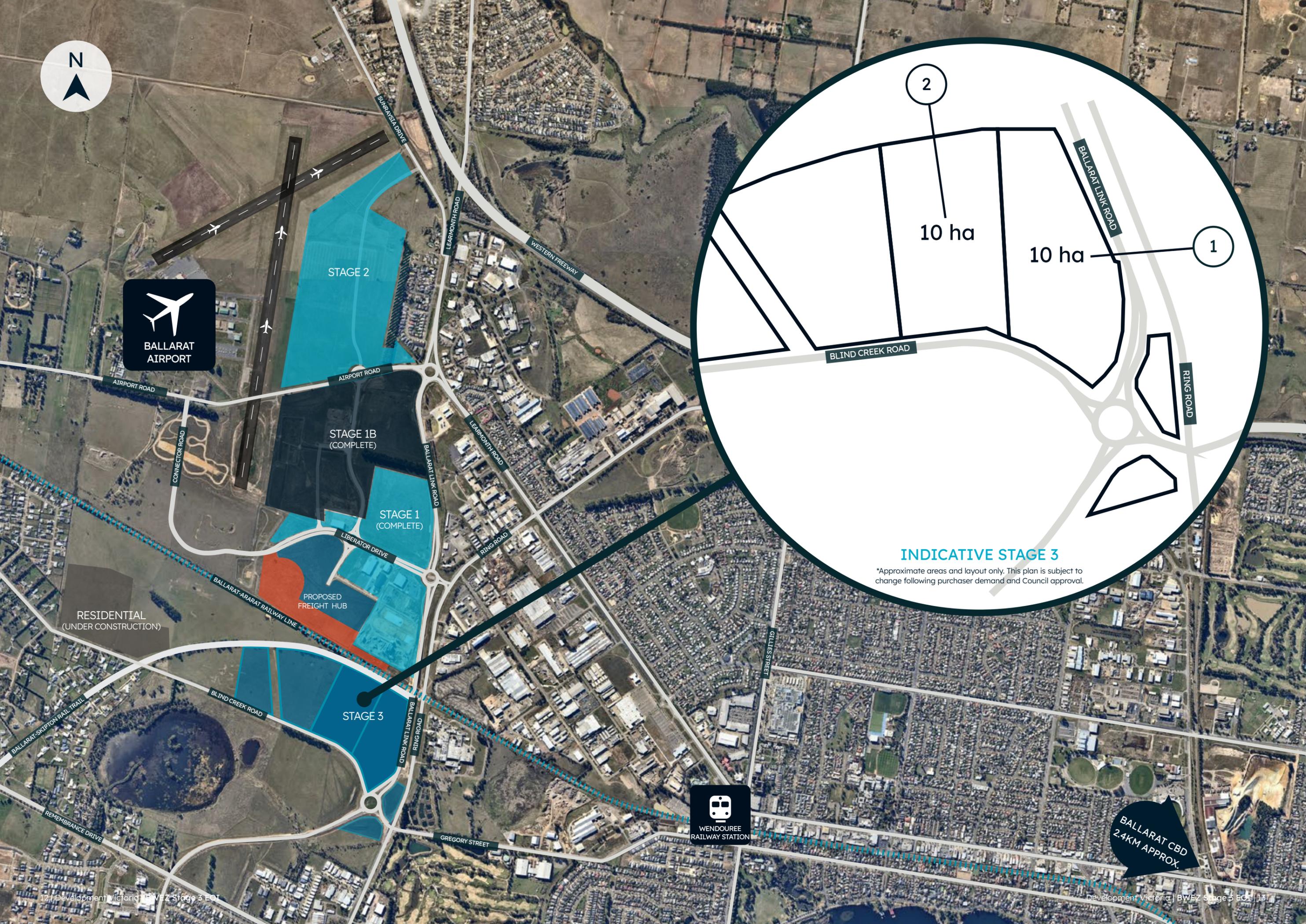
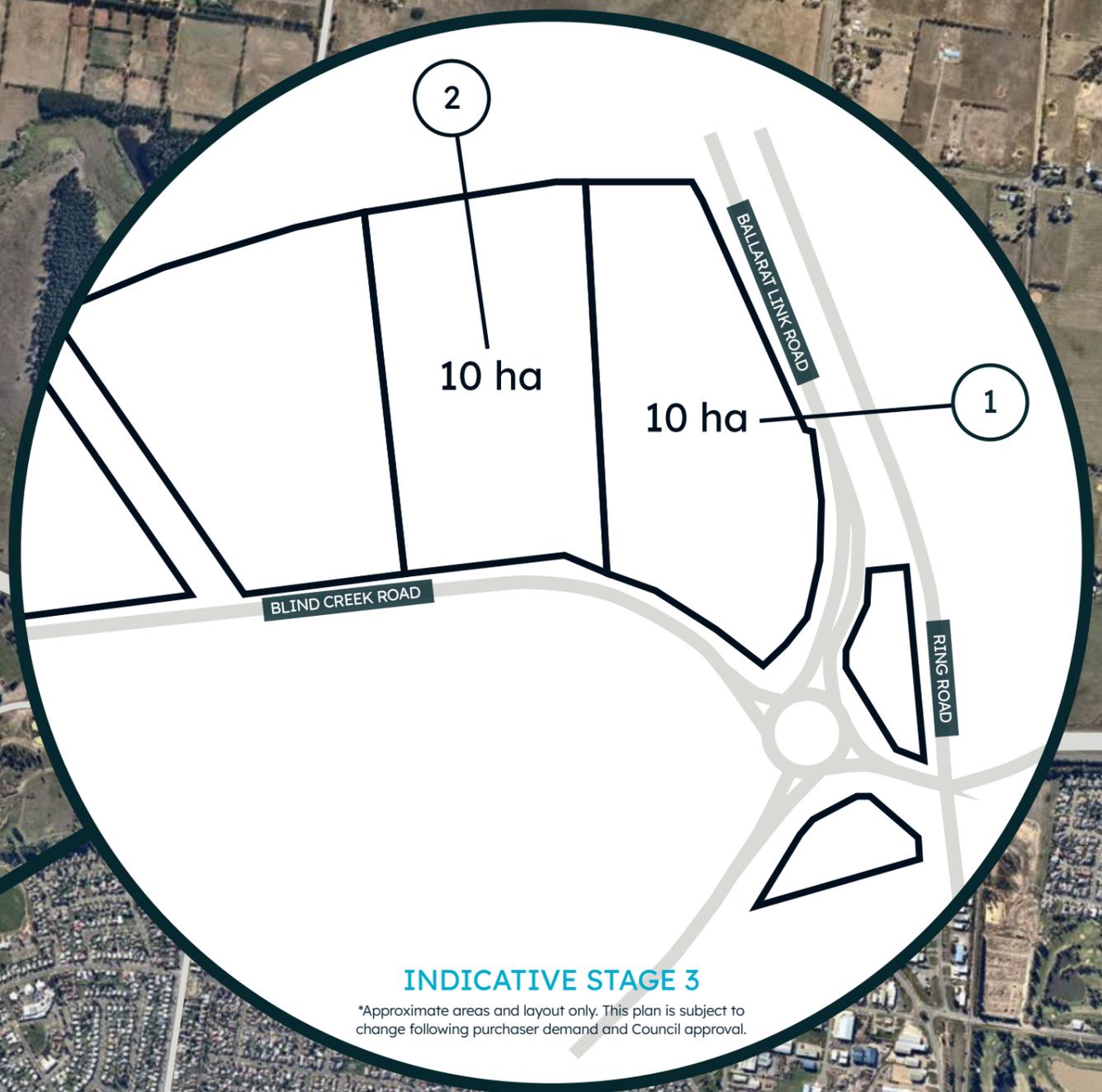
- Located at the intersection of three major roads, including the Western Freeway and Midlands Highway
- A diverse and stable skills base – being home to large numbers of professional, manual and service workers
- Strong population growth. Ballarat's population is approaching 110,000 people and has been growing at 2% per year. Ballarat's population is expected to grow by another 40,000 people in the next 20 years.
- Strong existing manufacturing and food processing base
- Significant educational, and research and development resources
- Greenfield development opportunities
- Secure utilities including high speed NBN
- Superior liveability with quality schools, higher education establishments, hospitals, a good mix of retail, cultural and recreational facilities and quick access to Melbourne

\*Information provided by City of Ballarat and available on [ballaratcapital.com](http://ballaratcapital.com).





BALLARAT CBD  
2.4KM APPROX.



STAGE 2

STAGE 1B  
(COMPLETE)

STAGE 1  
(COMPLETE)

PROPOSED  
FREIGHT HUB

STAGE 3

RESIDENTIAL  
(UNDER CONSTRUCTION)

# EOI Submissions

DV is seeking Submissions from Respondents interested in purchasing land in Stage 3.

Stage 3 is programmed to be delivered in mid 2024 subject to satisfactory pre-sales and Statutory Authority approvals.

Respondents interested in purchasing and developing a site are required to complete the three Returnable Schedules contained in this document.

These schedules will be used to address the evaluation criteria:

- Returnable Schedule 1 – Bidder’s Declaration
- Returnable Schedule 2 – Respondent Company Information
- Returnable Schedule 3 – Weighted Criteria

Respondents may include in their Submissions any other information considered relevant.

To register as a Respondent, interested parties are to provide a completed Returnable Schedule 1 by 3pm Wednesday 26 October 2022 via: [bwezenquiry@development.vic.gov.au](mailto:bwezenquiry@development.vic.gov.au) This will ensure the Respondent receives the draft sales agreements and any further information that is provided as an Addendum.

If making a submission as part of a consortium, Respondents must ensure each member of the consortium completes the Declaration in the Returnable Schedules, and in doing so agrees to be bound by the evaluation process.

All information fields in the Returnable Schedules must be completed and contain the information requested. DV may in its absolute discretion reject a submission that does not include the information requested.

Submissions that fail to meet mandatory criteria will not progress further with the evaluation process.

The indicative timetable for the EOI Process will be as follows:

Step	Dates
Release of EOI	1 October 2022
Respondent registration close date	26 October 2022, 3pm
Enquiries from Respondents close date	26 October 2022
<b>EOI Close Date</b>	<b>31 October 2022 2020, 3pm AEST</b>
Obtain Valuer General Victoria (VGV) valuations (refer to VGV Process on page 25)	March 2023
Evaluate Bids	April 2023
Conduct negotiations	May 2023
Agreement on terms and conditions	June 2023

DV will seek final funding approval to deliver the project following respondent submissions and subject to the interest received.

# Evaluation Criteria

## Mandatory

- 1 Respondents must complete and sign the declaration in Returnable Schedule 1.
- 2 Respondents must agree to enter into an agreement with DV to acquire the nominated site on the basis of a deposit of at least 5% but preferably 10%, with the balance paid within 30 days of registration of the Plan of Subdivision.
- 3 Respondents must commit to agreed employment and development outcomes, together with a subdivision moratorium that will remain in place until the employment and development obligations are satisfied.
- 4 Respondents must also agree to grant DV a call option to repurchase the site in the event that the employment, development and subdivision moratorium commitments are not honoured.

## Weighted Criteria

- 5 Capability & Capacity 20%
  - Experience of the respondent to deliver the proposed investment and employment outcomes
- 6 Policy Outcomes 70%
  - The number of full-time job equivalents at the completion of development with preference given to the creation of new jobs
  - The development period with preference given to earlier timeframes period of outcomes
  - Level of investment to be delivered with preference given to greater economic benefits
- 7 Proposed Use 10%
  - Evaluation of how the proposed use meets with government objectives for jobs and growth in Ballarat and the surrounding area.

## Non-Weighted Criteria

- 8 Price: The financial offer will be assessed on a value for money basis, taking into account the weighted criteria, the financial offer (subject to VGV approval), and any risks identified through the evaluation and due diligence process.

# PART B

RETURNABLE SCHEDULES 1 - 3

## Appendices

- A - Site Details
- B - Technical / Site Information
- C - Process
- D - General Terms and Conditions



# Returnable Schedule 1

## BIDDER'S DECLARATION

Note to Bidders:

Development Victoria's Modern Slavery Policy is available at: [development.vic.gov.au/about/policies-and-disclosures/policies/modern-slavery-policy](https://development.vic.gov.au/about/policies-and-disclosures/policies/modern-slavery-policy)

The Commitment from Tender Participants is available from Section 4.1.5 of the Instructions for Public Construction Procurement in Victoria at: [df.vic.gov.au/public-construction-policy-and-resources/ministerial-directions-and-instructions-public-construction-procurement](https://df.vic.gov.au/public-construction-policy-and-resources/ministerial-directions-and-instructions-public-construction-procurement)

I .....

[Insert full name]

of .....

[Insert address]

.....  
[Insert occupation]

make the following statutory declaration under the *Oaths and Affirmations Act 2018*:

### Definitions

1. In this declaration:
  - a. "Bidder" means: [insert name of company, other body corporate, firm, or individual];
  - b. "Contract" means the proposed contract for the works or services (as the context requires) in relation to the Project;
  - c. "Development Victoria" means Development Victoria of Level 9, 8 Exhibition Street, Melbourne, Victoria 3000;
  - d. "LIDP" means a Local Industry Development Plan required under the Local Jobs First Act 2003;
  - e. "Project" means [insert];
  - f. "Response" and "Response Forms" have the meaning given in the EOI; and
  - g. "EOI" means the expression of interest issued by Development Victoria for the Contract.

### Preamble

2. I hold the position of [insert title] of the Bidder and I am duly authorised by the Bidder to make this declaration on its behalf.
3. I make this declaration on behalf of the Bidder and on behalf of myself.

### Acceptance of EOI Conditions

4. I confirm that I have read all terms set out in this declaration and that the Bidder accepts the requirements of the EOI including the EOI Conditions in Part A of the EOI.
5. I acknowledge the disclaimer included at page 2 of the EOI regarding the caretaker period for the 2022 Victorian State Election.

### Submission of the Response

6. The Bidder declares that the information set out in its Response (including any information provided in support of any panel qualification or other accreditation process) is true and correct.
7. The Bidder submits its Response, including all attached Response Forms, in good faith and in the genuine belief that they are accurate and complete.
8. The Bidder:
  - a. confirms it has made its own inquiries and has not relied upon the information in the EOI in submitting its Response; and
  - b. acknowledges and agrees that nothing in the EOI or the conduct of the EOI process has resulted in the formation of a process contract between Development Victoria and the Bidder.
9. Neither the Bidder, nor any of its employees or agents has a potential, actual or perceived potential conflict of interest in relation to the Project, except as listed below:
  - a. [Bidder to complete]
10. Neither the Bidder nor any of its employees or agents have engaged in any collusion, anti-competitive conduct or any similar conduct with any employee, agent or consultant of Development Victoria, any other bidder or any other person.
11. The details of the Bidder are as follows: [Bidder to complete]

Name:	
Registered office:	
ABN:	
ACN:	
Contact Name (authorised agent):	
Title:	
Phone:	
Email:	
Company Registration numbers where applicable - e.g. Builder's Registration number:	

.....  
Declarant Signature

.....  
Witness Signature

**Additional information**

12. The Bidder will provide Development Victoria with any information or documents reasonably requested, which may include any documentation required for compliance with the Local Jobs First Policy and other government policy requirements. This may include a certified LIDP and Social Procurement Plan as applicable.

**Genuine Competition**

- 13. The Bidder is genuinely competing for the Project.
- 14. The Bidder has experience and expertise in carrying out works or services or both equivalent to the works or services (as the context requires) described in “Development Purpose” in Returnable Schedule of the EOI.
- 15. As at the date of this declaration, the Bidder has the capacity and resources to carry out the works or services (as the context requires) described in Returnable Schedule 2 of the EOI in a timely, competent and professional manner in accordance with the requirements (including the timing requirements) set out in the EOI.

**Compliance with Victorian State Government Policy**

- 16. The Bidder has read and understood those Victorian State Government policies applicable to the Project (Applicable Policies) including the Development Victoria Modern Slavery Policy (the Modern Slavery Policy) and Commitment from Tender Participants (the Commitment).
  - a. The Bidder acknowledges that in the event that it is successful in this procurement process, the relevant Contract will contain an ongoing requirement for the Bidder to comply with all legal requirements and Applicable Policies, which in turn will require the Bidder to understand the Applicable Policies, including any amendments made from time to time, and meet the State’s expectations of as set out in the Commitment.

**Confirmation of Receipt of Addenda**

16. The Bidder confirms receipt of any addenda issued during the EOI process and that they have incorporated all requirements set out in the addenda in their Response.

Tender Addendum Number and Date	Received and Requirements Incorporated? (Yes / No)

**Authorisation**

- 17. On behalf of the Bidder, I authorise Development Victoria to obtain such information as it reasonably requires in relation to the Bidder’s Response from third parties including, without limitation:
  - a. any employees that the Bidder lists in its Response;
  - b. any referees or client or other contacts whether provided by the Bidder in its Response or not; and
  - c. any other government bodies who have knowledge or experience of the Bidder.

.....  
Declarant Signature

.....  
Witness Signature

**Declaration**

18. I declare that the contents of this declaration are true and correct.

I declare that the contents of this statutory declaration are true and correct and I make it knowing that making a statutory declaration that I know to be untrue is an offence.

*Signature of person making the declaration* .....

*Declared at* ..... in the state of  
Victoria  
*Place (City, town or suburb)*

*Date* .....

*Signature of authorised statutory declaration witness* .....

I am an authorised statutory declaration witness and I sign this document in the presence of the person making the declaration:  
The document was witnessed by audio-visual link in accordance with s.12 Electronic Transactions (Victoria) Act 2000:  
[strike out as applicable]

*Date* .....

*Name, capacity in which authorised person has authority to witness statutory declaration, and address (writing, typing or stamp)* .....

A person authorised under section 30(2) of the Oaths and Affirmations Act 2018 to witness the signing of a statutory declaration.

# Returnable Schedule 2

## RESPONDENT COMPANY INFORMATION

This Returnable Schedule must be completed for each member of the proposed bidding consortium.

TABLE A – Respondent Company Information
1. Precise legal entity (or entities)
2. ABN or ACN
3. Address of registered office
4. Company directors
5. Date established/incorporated
6. Telephone
7. Email

Respondents shall provide details regarding the identity of the Respondent including the following:

TABLE B – Respondent Contact Person
1. Name
2. Position/title
3. Telephone
4. Email

Where a respondent comprises a consortium, Table A information is required for each consortium member outlining who is the lead entity and the role each entity undertakes as part of this invitation.

## MANDATORY CRITERIA CHECKLIST

	Indicate if met	Reference Section of EOI Submission
Respondents must complete and sign the declaration in RETURNABLE SCHEDULE 1		
Respondents must agree to enter into agreements with DV:  To acquire the nominated site on the basis of a deposit of at least 5% but preferably 10%, with the balance of the purchase price payable within 30 days of registration of the Plan of Subdivision, and Committing to agreed employment and development outcomes, together with a subdivision moratorium that will remain in place until the employment and development obligations are satisfied.		
Respondents must also agree to grant Development Victoria a call option to repurchase the site in the event that the employment, development and subdivision moratorium commitments are not honoured.		
Respondents must agree to not sub-divide the land until agreed development outcomes are delivered and until agreed FTE's are achieved  Respondents are to indicate the number of FTE jobs that will be created at the completion of the development.		

## FINANCIAL OFFER

Proposed purchase price excluding GST	
Proposed Deposit	
Proposed Settlement period	
Any proposed amendments to the standard form contract of sale or Section 49 agreement	
Respondents should indicate any material terms and conditions that is attached to their indicative offer	

## LOT DETAILS

Preferred Lot number	
Total area	
Attach indicative plan for utilisation of the site	

## DEVELOPMENT PURPOSE

Respondents are encouraged to attach additional pages to the returnable schedule in the submission to outline a more detailed response to the proposed development and ability to achieve the nominated FTE

## DV ACT (SECTION 49) AGREEMENT DETAILS

Key milestones (Moratorium Period)	Obtain all permits and approvals for construction, and submit plans and specifications to DV for approval	By	months after Settlement
	Substantially commence construction by engaging building contractor and completing at least 50% of the Works	By	years after Settlement
	Certificate of Occupancy	By	years after Settlement
	[#] FTE employed and maintained on the site	By	years after Settlement
	FTE threshold employed and maintained on the site	By	years after Settlement
	Prohibition on subdividing the land (Subdivision moratorium)		years after settlement, after which the DV Act Agreement may be removed from title
FTEs	FTE		
Special Conditions	Are there any other terms and conditions that are unique to this deal? Yes No If yes, please provide as much detail as you can		

# Returnable Schedule 3

## WEIGHTED CRITERIA

The following information should be forwarded within an EOI response. The submitted information will form the basis upon which EOI submissions are evaluated. It is therefore strongly recommended that responses are fully compliant and as complete as possible. It should be noted that Development Victoria may at its discretion reject any EOI response that does not meet all the required EOI response information. Submissions which commit to a higher level of investment and a greater number of FTE's per hectare will be weighted higher and preferred land parcels will be allocated accordingly.

Criteria and Assessment Weighting	Information to be provided
Capability & Capacity 20%	<ul style="list-style-type: none"> <li>Corporate history/overview and description of the business of each bidder/consortium member.</li> <li>Demonstrate capacity, experience, skills, resources and expertise to deliver the proposed investment of similar type, scale and complexity and employment outcomes within strict timelines.</li> <li>If the bidder is intending to form a consortium, outline expected role and responsibility of each of the consortium members in the development.</li> </ul>
Policy Outcomes 70%	<ul style="list-style-type: none"> <li>Provide commentary on anticipated investment value and objective.</li> <li>Nominate the number of full-time job equivalents (FTE's) at the completion of development.</li> <li>Provide a timeline for development of the site and delivery of the full-time job equivalents which should be generally 3 years from the purchase settlement date, but may be extended for larger and more complex proposals.</li> </ul>
Proposed Use 10%	<ul style="list-style-type: none"> <li>Provide a description of the proposed use or uses including any sustainability initiatives proposed.</li> <li>Detail how the proposed development will meet the State and the BWEZ Objectives.</li> </ul>

## VGW PROCESS

Compliant submissions will be referred to the Valuer-General Victoria (VGW) for an assessment of the current market value of the Respondent's proposal. Submissions that fall below the VGW current market value assessment will not be considered further, unless no proposals for a site exceed the minimum value threshold.

If there are no proposals for a site which are supported by the VGW's assessment of current market value, the Respondent with the leading unsuccessful proposal will be advised of the VGW's assessed market value and requested to

respond with an improved offer within 14 days. If the subsequent offer is either not forthcoming or is rejected by the VGW, the EOI process will be terminated and the property will be placed on the wider market for sale and development by private treaty.

All proposals that are supported by the VGW's assessment of market value and which represent the highest and best proposal for a specific site will be referred to the Victorian Government Land Monitor for approval, prior to the execution of contractual documents.

# Appendix A

## SITE INFORMATION

Stage 3 is part of the broader Ballarat West Employment Zone (BWEZ) project comprising 438 hectares of Crown land that is being transformed into a high-quality estate with a mix of industrial, wholesale, logistics, construction and other businesses.

The following site preparation works and investigations have been completed to prepare the site. A list of the documents available to Respondents is set out in Appendix B.

**Planning Provisions** - The land has been zoned Special Use Zone 14 (BWEZ) with a Development Plan Overlay Schedule 10 (BWEZ) both controls facilitate appropriate industrial development.

The Development Plan facilitates and streamlines appropriate development and ensures quality urban form within BWEZ Integrated Infrastructure Plan (IIP) February 2014 - The IIP outlines the existing and services locations and those proposed to be constructed.

**Contamination** - no significant environmental site issues (i.e. risk to human health or environment) have been found in a historic information review and subsequent soil and groundwater testing.

**Geotechnical investigations** - Preliminary geotechnical assessments have not presented any significant issues regarding soil stability.

**Ecology** - The ecological assessment found that the environmental values of the site are generally low. No areas of remnant vegetation remain within the site, with a few native species found along the Ballarat Skipton Rail Trail.

The overall site is dominated by introduced grasses, which provide marginal habitat value for a limited number of native species. An Environmental Management Plan (EMP) has been developed for the site to address the environmental issues within the site and specify appropriate management actions.

A CHMP has been approved by the Wathaurung for the proposed Stage 3 land.

Due to the proximity to the Ballarat Airport, some of the land within Stage 3 is subject to the Ballarat Airport Obstacle Limitation Surface (OLS) which limits development heights.

### Land status

Part of the land offered in this Stage is currently Crown land temporarily or permanently reserved under the Crown Land (Reserves) Act 1978. Development Victoria is currently undertaking a process with the relevant authorities to revoke the reservations, and obtain a Crown Grant of the land to Development Victoria. Applicants should be aware that those outcomes are subject to the approval of the Governor in Council acting in its absolute discretion, and in the unlikely event of refusal, would prevent the EOI and sales process from proceeding.

## SALE TERMS

The State and the City of Ballarat are developing BWEZ to further strengthen the economic and social growth of Ballarat and western Victoria.

To deliver on this objective, contracts of sale and ancillary documents include special conditions that require purchasers of the land to make binding commitments to project objectives.

A copy of the draft agreement containing sale terms will be provided to registered Respondents containing the following sale terms:

- Purchasers committing to reaching agreed employment targets typically within 3 years of settlement;

- Purchasers having substantially commenced their site development works typically within 3 years of settlement;
- Purchasers being precluded from subdivision of their lot until employment and development objectives have been delivered.
- Purchasers are precluded from subdividing their lot for typically 5 to 15 years after settlement (subdivision moratorium).
- Settlement of the sale of contracted allotments typically take place within 30 days of registration of Plan of Subdivision.
- If the agreed commitments are not met by the purchaser, the State will have the right to repurchase the site on stipulated terms.

# Appendix B

## TECHNICAL / SITE INFORMATION

### PRELIMINARY ASSESSMENTS

The technical reports contained in this Appendix are intended to give prospective Respondents additional background information on the Project. All descriptions, dimensions, references to conditions, statements, estimates and projections contained in the reports, are given in good faith and, although believed to be correct at the time of issue, may or may not be correct and are subject to final surveys and designs.

Respondents must conduct their own independent investigation and analysis in respect of the information in the Appendices and rely solely on their own enquiries as to the significance, accuracy and completeness of the Reports. Neither DV nor its Employees have verified the significance, accuracy and completeness of any of the Reports, including any estimates or projections. Accordingly, DV and its Associates make no representation or warranty expressed or implied, as to the significance, accuracy or completeness of the reports or any information which may be provided in connection with it.

To the extent permitted by law, neither DV nor its Employees shall be liable to any Respondent or Respondent's Participant or any other person for any loss, expense, damage or other liability which may arise from or be incurred or suffered as a result of anything contained in (or omitted from) the Reports, and DV expressly disclaims any and all liability relating to or resulting from the use of such information by any Respondent in the preparation of a Submission.

### PLANNING SCHEME REQUIREMENTS

The following is a DV Summary of the Planning Scheme requirements. Respondents should refer in more detail to the Planning Scheme Provisions provided at [planning-schemes.delwp.vic.gov.au/schemes/ballarat](http://planning-schemes.delwp.vic.gov.au/schemes/ballarat)

The site is subject to the following provisions of the Ballarat Planning Scheme:

- Schedule 14 to the Special Use Zone –SUZ14, Ballarat West Employment Zone (BWEZ).

Planning Provisions- The land has been zoned Special Use Zone 14 (BWEZ) with a Development Plan Overlay Schedule 10 (BWEZ) in order to facilitate development.

The Development Plan facilitates and streamlines appropriate development and ensures quality urban form within BWEZ Integrated Infrastructure Plan (IIP) February 2014 - The IIP outlines the existing and services locations and those proposed to be constructed.

BWEZ Development Plan, Urban Design and Landscape Guidelines prepared by Echelon

Cultural Heritage Management Plan prepared by Australian Cultural Heritage Management Plan

Ballarat Planning Scheme

Schedule 14 Special Use Zone

- i. Ballarat West Employment Zone (BWEZ) Development Plan Overlay
- ii. Ballarat West Employment Zone (BWEZ) Schedule 10 to the Development Plan overlay
- iii. Ballarat West Employment Zone (BWEZ) Schedule 14 to the Special Use Zone

Template contract of sale (available on request)

Template Section 49 (available on request)

Survey plan of building height restrictions

Preliminary assessments including:

- Ballarat West Employment Zone Geotechnical Desktop Assessment prepared by Golder Associates
- Ballarat West Employment Zone Hydrogeo-logical Review prepared by Senversa
- Ballarat West Employment Zone Historical Information Review prepared by Senversa
- Ballarat West Employment Zone Targeted Soil Assessment prepared by Senversa

Ballarat West Employment Zone Geotechnical Desktop Assessment prepared by Biosis

**To obtain a copy of the above reports access the link on the project website:**

[development.vic.gov.au/projects/ballaratwest-employment-zone](http://development.vic.gov.au/projects/ballaratwest-employment-zone)

# Appendix C

## PROCESS

### INTERNET LODGEMENT

Submissions should be lodged electronically, as set out in the table below, by the closing time.

Submission email address	<a href="mailto:bwezenquiry@development.vic.gov.au">bwezenquiry@development.vic.gov.au</a>
Submission closing time	31 October 2022, 5pm AEST
Requirements	<p>Respondents are responsible for ensuring submissions submitted electronically are lodged with sufficient time to allow receipt by DV by closing time.</p> <p>DV recommends submitting at least 2 hours prior to closing.</p> <p>An EOI submitted after this time will be considered a late EOI. Development Victoria may accept or reject any late EOIs at its absolute discretion. Any request for acceptance of late material should demonstrate to the satisfaction of Development Victoria that there were exceptional circumstances beyond the control of the Bidder which caused the late arrival and that the Bidder did not derive any benefit from the delay in lodgement.</p>

The EOI Closing Time may be extended by DV in its absolute discretion by providing written notice to Respondents by way of an addendum.

A Respondent accepts all responsibility for delivery of its Submission by closing time on the EOI Close Date.

### PROPOSAL MANAGER

All questions and clarifications concerning this EOI, may only be directed in writing via email to the Proposal Manager:

Emma Burt

Development Manager

Development Victoria

[BWEZenquiry@development.vic.gov.au](mailto:BWEZenquiry@development.vic.gov.au)

All enquiries are to be submitted in writing via email.

Enquiries are to be provided no later than 26 October 2022.

All communications regarding this EOI are to be directed to the Proposal Manager. Communications with any other person in relation to the EOI may result in the Respondent's Submission being excluded from the Procurement Process at DV's absolute discretion.

### QUESTIONS AND CLARIFICATION

Respondents may seek clarification from DV regarding any aspect of this EOI. Clarification must be sought in writing from the Proposal Manager.

Development Victoria is not obliged to respond to any communication relating to the EOI. Where Development Victoria responds to a communication it will provide its response to all Bidders unless Development Victoria believes the issues raised apply only to one Bidder.

Communication with any person engaged by Development Victoria for the purposes of the Project is prohibited and may result in the Bidder being excluded from this EOI process at Development Victoria's discretion.

### CONSULTATION AND UNAUTHORISED COMMUNICATION

Respondents must not engage in any activities or obtain or provide improper assistance that may be perceived as, or that may have the effect of, influencing the outcome of this procurement process in any way. Such activities or assistance may, in the absolute discretion of DV, lead to the exclusion of a Respondent from the Procurement Process.

### FURTHER MARKET ENGAGEMENT

The State and DV reserves the right to conduct further market engagement after the EOI Close Date, in any manner it sees fit including, but not limited to, extension of the EOI Close Date or conducting one or more further EOI phases.

# Appendix D

## GENERAL TERMS AND CONDITIONS

### The EOI Conditions are as follows:

#### 1. Ownership of EOI

This EOI Information Memorandum is and shall remain the property of Development Victoria and may be used only for preparing an EOI submission.

#### 2. Confidentiality

Each Respondent will treat all material received in this EOI process as confidential and must enter into a confidentiality agreement with Development Victoria if so requested.

#### 3. Conflict of Interest

Respondents must disclose any actual or potential conflicts of interest and Development Victoria retains the right to exclude a Respondent if it cannot demonstrate, to Development Victoria's satisfaction, that it has adequately managed any such conflicts.

#### 4. EOI is not an offer

This EOI does not constitute an offer and does not create any legal rights or obligations (including any process contract).

#### 5. EOI documentation

This EOI and the information contained in it are provided on the basis that it is not binding on Development Victoria.

Development Victoria does not give any warranty or make any representation as to the completeness or accuracy of the information contained in this document or any information that may be provided in connection with it.

A Respondent should not rely on any information contained in this EOI. Respondents must make their own inquiries as to the adequacy and completeness of any information contained in it.

#### 6. Privacy

Respondents are bound by the Information Privacy Principles set out in the Privacy and Data Protection Act 2014 (Vic) and any applicable code of practice with respect to any act done or practice engaged in by the Respondent in connection with this EOI in the same way and to the same extent as Development Victoria would have been bound in respect of that act or practice had it been directly done or engaged in by Development Victoria.

#### 7. Intellectual Property Rights

Any intellectual property rights as may exist in this EOI and any other documents provided to Respondents by or on behalf of Development Victoria in connection with this EOI are owned by (and will remain the property of) Development Victoria.

#### 8. Complaints about EOI process

Any complaint about this EOI or the EOI process must be submitted to the General Counsel, Level 9, 8 Exhibition Street, Melbourne, Victoria, 3000 in writing immediately upon the cause of the complaint arising or becoming known to the Respondent.

The written complaint must set out: the basis for the complaint (specifying the issues involved); how the subject of the complaint (and the specific issues) affects the person or organisation making the complaint; any relevant background information; and the outcome desired by the person or organisation making the complaint.

#### 9. Disclosure of Response

- Development Victoria will not disclose the contents of a Response, except: as required by law (including under the Freedom of Information Act 1982 (Vic)); for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- to external consultants and advisers of Development Victoria engaged to assist with this EOI process or any engagement resulting from this EOI process;
- as required to gain approval to proceed with any engagement resulting from this EOI process; or
- to the extent that general information from Respondents is required to be disclosed by government policy.

#### 10. Use of Response

All Responses submitted in accordance with this EOI will become the property of Development Victoria.

Respondents will retain ownership of all intellectual property contained in the Response that has been produced by the Respondent.

Each Respondent, by submission of its Response, is deemed to have licensed Development Victoria to use and reproduce the whole, or any portion, of its Response for the purposes of enabling Development Victoria to evaluate the Response.

#### 11. Period of validity

All Responses must remain valid for a minimum of 8 months from the Closing Date. The period of validity of a Response may be extended by mutual agreement in writing between Development Victoria and the Respondent.

#### 12. Status of Response

Each Response constitutes and must be presented in a form which constitutes a non-binding proposal by the Respondent to Development Victoria to deliver the Project required under this EOI.

#### 13. Each Respondent is bound by its Response.

A Response must not be conditional. Development Victoria may, in its discretion, disregard any Response that is, or is stated to be, subject to any condition.

#### 14. Notice of non-compliance

Respondents must state if they will not comply with any of the requirements of this EOI. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in the Response.

The Respondent will be deemed to comply with all parts of this EOI unless the Respondent states otherwise.

#### 15. Alternative Response

Respondents may submit an alternative Response(s). An alternative Response will only be considered if the alternative Response is clearly identified as an "Alternative Response". The alternative Response may depart from the requirements of this EOI or deliver the Project in a manner different to that specified in this EOI. Any alternative Response must set out full details of any non-compliance.

An alternative Response should offer options or solutions which may, in an innovative and value for money way, contribute to Development Victoria's ability to deliver the Project in a more cost-effective manner. Development Victoria may, in its discretion elect to consider any alternative Response.

#### 16. Reservation of Development Victoria's rights in relation to EOI process

Development Victoria gives notice that (and by lodging an EOI, each Respondent accepts that):

- Development Victoria will not pay or reimburse any costs or expenses incurred by any Respondent in preparing and submitting an EOI or in the negotiating with Development Victoria in relation to an EOI under any circumstances;
- Development Victoria is not bound to accept or select any EOIs and reserves the right to reject or refuse to consider any EOI for any reason whether or not made in conformity with this EOI process, to invite or re-advertise for further EOIs and to negotiate

with any party as to the Project outside the terms of this EOI

- Development Victoria reserves the right to seek clarification or further information in relation to any EOI
- Development Victoria reserves the right to modify at any time the selection process, procedures and terms and conditions set out in this EOI document or the Project including the structure and timing, or to elect not to proceed with the selection process or the project at any time, and will not be liable for any loss or damage suffered by any Respondent as a result;
- Development Victoria reserves the right to publish or disclose the names of successful and/or Respondents and to publish or disclose the terms of any contract entered into, subject to any information Development Victoria agrees to keep confidential
- No Respondent may influence or attempt to influence any person or persons involved in the assessment and selection of a successful Respondent other than by preparing and lodging an EOI in accordance with this document;
- No Respondent may collude with any other party in relation to this EOI process; and
- Each Respondent agrees not to employ any staff, contractors or consultants of Development Victoria during the EOI process without Development Victoria's prior written consent. Where a Respondent breaches this requirement, they may be disqualified from the EOI process.

### Development Victoria's Reservation of Rights

Development Victoria reserves the right in its discretion to:

- accept, reject or refuse to consider any Response;
- negotiate with any person who is not a Respondent and enter into an agreement with any person on such terms as Development Victoria in its discretion accepts (without notifying any Respondent);
- withdraw, suspend or terminate this EOI or part of this EOI;
- change the structure and timing of this EOI and notify Respondents of such changes;

Development Victoria reserves the right to terminate this EOI at any time and, following termination of this EOI process, Development Victoria may negotiate directly with any party it chooses at its discretion. Development Victoria may also undertake the Project or any aspect of the Project that forms the subject of this EOI itself.

### Selection Process

Development Victoria may, in its discretion and at any stage of the evaluation process, give notice to one or more Respondents that it wishes to:

- a. shortlist one or more Respondents and invite tenders from those Respondents for the Project, part thereof or any similar or related Project;
- a. elect to engage in detailed discussions and negotiations with any one or more Respondent (with or without short listing any);
- b. invite one or more Respondents to give a presentation to Development Victoria in relation to their Response;
- c. reject any or all of the Response(s) or disqualify a Respondent (without giving reasons for so doing);
- d. accept a Response (or any part or parts thereof) received after the Closing Date;
- e. cease, suspend or defer this EOI process or any other EOI process for the Project ;
- f. terminate the participation of any Respondent in the transaction process the subject of this EOI;
- g. call for bids from new Respondents or call for new tenders for the Project (as the context requires) should it discontinue the EOI Phase or RFP PHASE (in which event Development Victoria will not be obliged to invite the Respondent to participate in any new EOI or RFP process); and/or
- h. proceed with the EOI of the works or services (as the context requires) by an arrangement other than that proposed by this EOI.

Development Victoria may rely on any and all information submitted by a Respondent (including earlier submissions and information provided as the result of any of the processes set out above). No additional weighting will be given in the evaluation process to any information provided by a Respondent as a result of any of the processes set out above.

### Employment of Development Victoria's employees and internal contractors

Each Respondent agrees that it will not, without the Respondent first obtaining Development Victoria's prior written consent, allow any person who had been an employee or internal contractor of Development Victoria (Former Employee) within 12 months before the commencement of this EOI to be involved in any way in any aspect of this EOI including the preparation of its Response.

In considering a request for consent Development Victoria may require a Respondent to demonstrate to Development Victoria's satisfaction that the Respondent has implemented measures to ensure that the Respondent will not be provided with an unfair advantage in this EOI by the involvement of the Former Employee and to implement separation protocols.

Development Victoria reserves the right to exclude any Respondent from participation in this EOI for any breach of this condition.

### DISCLAIMER

Development Victoria gives notice that (and by lodging an EOI) each Respondent accepts that:

- a. By accessing this EOI, each Respondent acknowledges that it has read, understood and accepted the terms and conditions of this EOI and of this disclaimer. If the Respondent does not accept these terms, it must immediately return this EOI to Development Victoria.
- b. All descriptions, dimensions, references to conditions, statements, estimates and projections contained in this EOI are given in good faith and, although believed to be correct at the time of issue, may or may not be correct. This EOI does not purport to contain all the information each Respondent may require.
- c. Each Respondent must conduct its own independent investigation and analysis and rely solely on its own enquiries and inspections as to the significance, adequacy, accuracy, currency, reliability and completeness of the Information and obtain independent advice from appropriate sources.
- d. Neither Development Victoria nor its employees or consultants have verified the significance, adequacy, accuracy, currency, reliability or completeness of any of the

Information, including any estimates or projections.

- e. Accordingly, Development Victoria and its employees and consultants make no representation or warranty as to the significance, adequacy, accuracy, currency, reliability or completeness of the Information.
- f. To the extent permitted by law, neither DV nor its Employees shall be liable to any Respondent or Respondent's Participant or any other person for any loss, expense, damage or other liability which may arise from or be incurred or suffered as a result of anything contained in (or omitted from) the Reports, and DV expressly disclaims any and all liability relating to or resulting from the use of such information by any Respondent in the preparation of a Submission.

### GOVERNING LAW

The Respondent must comply with all relevant laws in preparing and lodging its Response and in taking part in this EOI.

This EOI will be governed by the laws of Victoria and by submitting a Response, each Respondent irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

### GOVERNMENT POLICY REQUIREMENTS

This EOI may be subject to the following government policy requirements depending upon the final funding model: Local Jobs First Policy, Ministerial Directions for Public Construction EOI in Victoria, Social EOI Framework and Modern Slavery Reporting.

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