

45 VALLEY LAKE BLVD KEILOR EAST

JULY 2020

REQUEST FOR EXPRESSION OF INTEREST



RESIDENTIAL DEVELOPMENT PROJECT

CONTENTS

PART A

About Development Victoria	3
Definitions	5
Vision	7
Opportunity	7
Objectives	9
Why Valley Lake?	11
Area Profile	15
The Site	17
EOI Submissions and Evaluation Criteria	19

PART B: RETURNABLE SCHEDULES	23
------------------------------	----

APPENDIX A: Site Details	31
--------------------------	----

APPENDIX B: Technical/Site Information	32
--	----

APPENDIX C: Process	33
---------------------	----

APPENDIX D: General Terms and Conditions	34
--	----

DISCLAIMER

Development Victoria (DV) has prepared this Expression of Interest (EOI) to give prospective Respondents background information on the Project.

DV gives notice that (and by lodging a submission), each Respondent acknowledges and accepts that:

- a. by replying to this EOI, that it has read, understood and accepted the terms and conditions of this EOI and of this disclaimer;
- b. all descriptions, dimensions, references to conditions, statements, estimates and projections contained in this EOI (Information) 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. This EOI does not purport to contain all the information each Respondent may require;
it must conduct its own independent investigations, due diligence and analysis in respect of the information in this EOI, fully inform itself in relation to all matters;
- c. anything arising from the EOI, including all matters regarding DV's requirements for the provision of goods and/or services 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. it will be deemed to have made its own enquiries and assessed all risks regarding the EOI, and to have fully incorporated the impact of any unknown risks into its Submission;
- e. neither DV nor its employees, contractors or consultants have verified the significance, adequacy, accuracy, currency, reliability or completeness of any of the information in the EOI, including any estimates or projections. Accordingly, DV and its employees, contractors and consultants make no representation or warranty expressed or implied, as to the significance, adequacy, accuracy, currency, reliability or completeness of the Information or any information which may be provided in connection with it;
- f. to the extent permitted by law, neither DV nor its Associates shall be liable to any Registrant, Respondent's participants, or any other person under the law of contract, tort (including negligence), the principles of restitution or unjust enrichment or otherwise 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 information in the EOI; and

DV expressly disclaims any and all liability relating to or resulting from the use of such information by any Respondent's Participant in the preparation of a Submission.

ABOUT DEVELOPMENT VICTORIA

Development Victoria is a valued partner delivering government policy through property development and urban renewal to achieve social and economic outcomes for Victorians.

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

Housing



Promoting and delivering housing diversity and affordable housing

2

Economic development



Delivering projects to drive economic development

3

Urban renewal



Planning and developing strategic urban renewal precincts

4

Value creation and capture



Pursuing value capture and creation opportunities

5

Social and economic infrastructure



Delivering social and economic infrastructure

CORPORATE GOVERNANCE

Development Victoria is a statutory authority governed by a Board of Directors that reports to the Minister for Priority Precincts.

Development Victoria is currently delivering several projects of state significance, including the Riverwalk and Aurora developments. Our 30+ residential developments provide a diverse range of housing options for Victoria.



DEFINITIONS



DV - Development Victoria

EOI - means this Expression of Interest document

EOI DOCUMENTATION - means this Expression of Interest document and any other documentation issued by the State to the Respondent

EOI PHASE - means Development Victoria's process of inviting, receiving, evaluating and shortlisting submissions to this EOI

PROJECT [SITE] - means the development of the site known as 45 Valley Lake Boulevard, Keilor East

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, 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

VALUE FOR MONEY - used to assess the relative value offered by each Bidder after satisfying the mandatory requirements and includes:

- Score awarded against rated criteria
- Price submitted, and any omissions
- Risks associated with any bid

VISION

Development Victoria seeks to facilitate the opportunity for a development that further enhances the Valley Lake Estate. This development opportunity arises through the sale of the former Valley Lake Sales Office Site, 45 Valley Lake Boulevard, Keilor East [“Project Site”].

Valley Lake Estate sits on the former Niddrie Quarry. It has been transformed by Development Victoria, previously Places Victoria into an award-winning residential development, featuring contemporary architecture and design set amongst the distinctive topography.

The Valley Lake master planned community is nearing completion with the final homes under construction.

OPPORTUNITY

The 1302m² site is located on the edge of Niddrie Lake and adjoins Valley Lake Boulevard.

The site is zoned General Residential and subject to planning approval by Moonee Valley City Council. Its position creates an opportunity to leverage off the unique backdrop of the lake and cliff landscape.

The site is within proximity to the CBD and enjoys excellent access to major arterials, airports, employment, retail outlets, private and public schools.

The Project Site is generally level.



OBJECTIVES

Valley Lake Estate demonstrates Development Victoria’s ability to tackle difficult sites whilst delivering on its policy pillars of Housing Urban Renewal and Value Capture and Creation.

Through the sale of the Project Site, Development Victoria seeks to facilitate further housing and to provide the opportunity for a new commercial operation, accessible to the public which benefits the community.

In order to achieve Development Victoria’s vision, respondents should consider the following objectives:

A

DELIVERY OF VALUE CREATION AND CAPTURE OUTCOMES

- Proposals should create value for the residents of Valley Lake Estate. Value can be delivered through;
1. design;
 2. sustainability initiatives; and
 3. increasing activation and passive surveillance to the lakeside area.

Proposals that include a commercial operation with a community benefit, would be looked upon favourably.

Value creation and capture also encompasses the financial offer. Financial offers will be assessed with consideration of the design proposal and the independent valuations provided by the Valuer-General Victoria.

B

DELIVERY OF COMPLEMENTARY DEVELOPMENT

Proposals should complement the surrounding parkland and buildings in terms of building scale, massing, and architectural style.



WHY VALLEY LAKE?

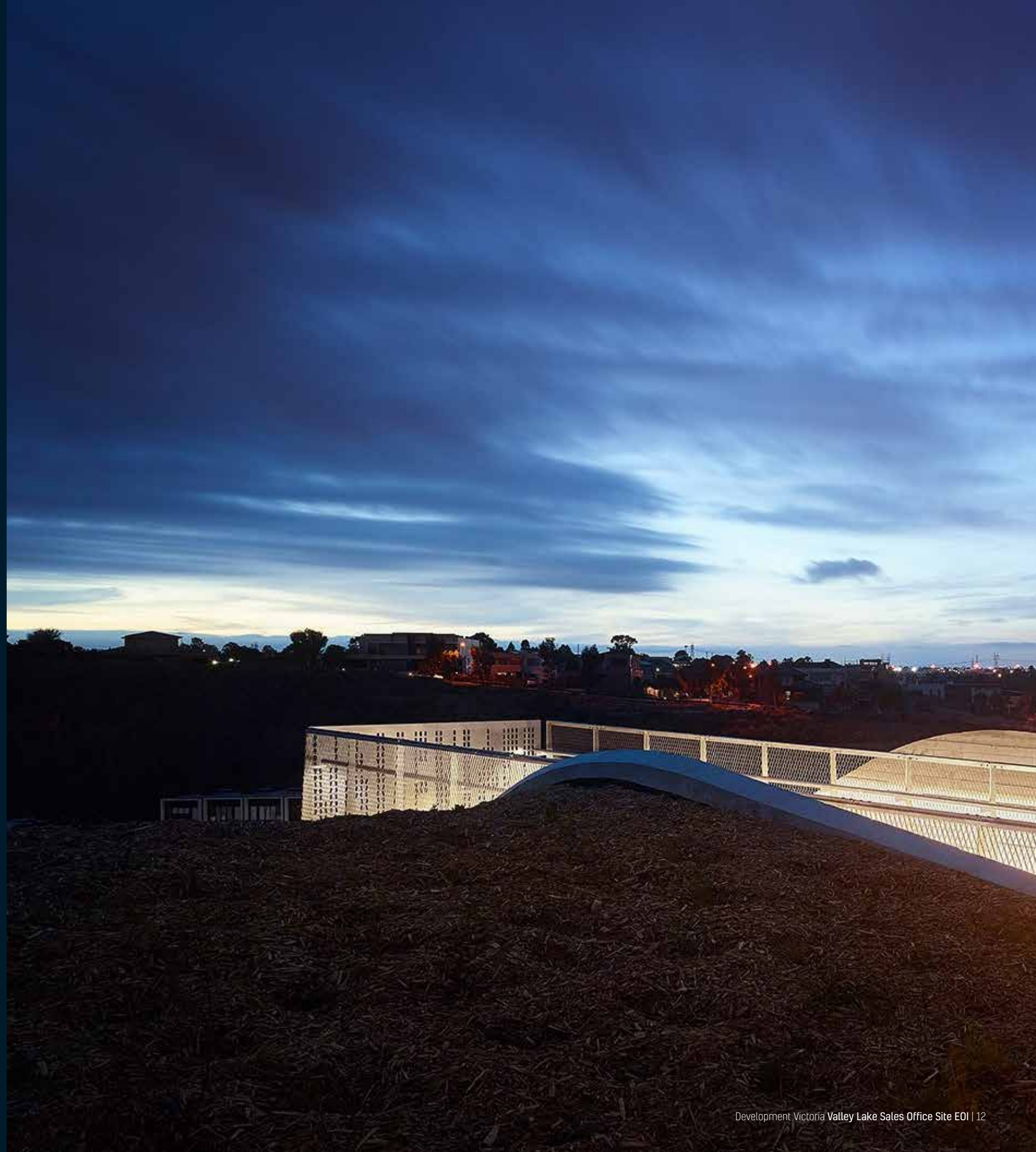
Exceptional living in an extraordinary location.

The Valley Lake Estate is located within Moonee Valley City Council in Melbourne's north western suburbs.

Valley Lake has a number of unique advantages including:

- dramatic parkland setting where sheer rock walls are mirrored by a man-made lake
- extensive connections to bike and pedestrian links
- the Estate has over 500 dwellings constructed over the past 10 years
- the municipality is projected to have a population of 129,889 residents by 2021 with another 16,500 residents expected over the next 20 years*

*Information provided by Moonee Valley City Council and available on www.mvcc.vic.gov.au/





MELBOURNE
11.9KM

CENTREWAY
SHOPPING
CENTRE

PENLEIGH &
ESSENDON
GRAMMAR

SPRING
GULLY
RESERVE

CALDER FREEWAY

KEILOR ROAD

GRANITE WAY

KEILOR
HEIGHTS
PRIMARY

STEELE CREEK

STEELE CREEK DRIVE

QUINN
GROVE
RESERVE

ESSENDON
KEILOR
COLLEGE

RACHELLE ROAD

VALLEY LAKE BOULEVARD

PEREGRINE
RESERVE

ROSE
CREEK
RESERVE

AREA PROFILE

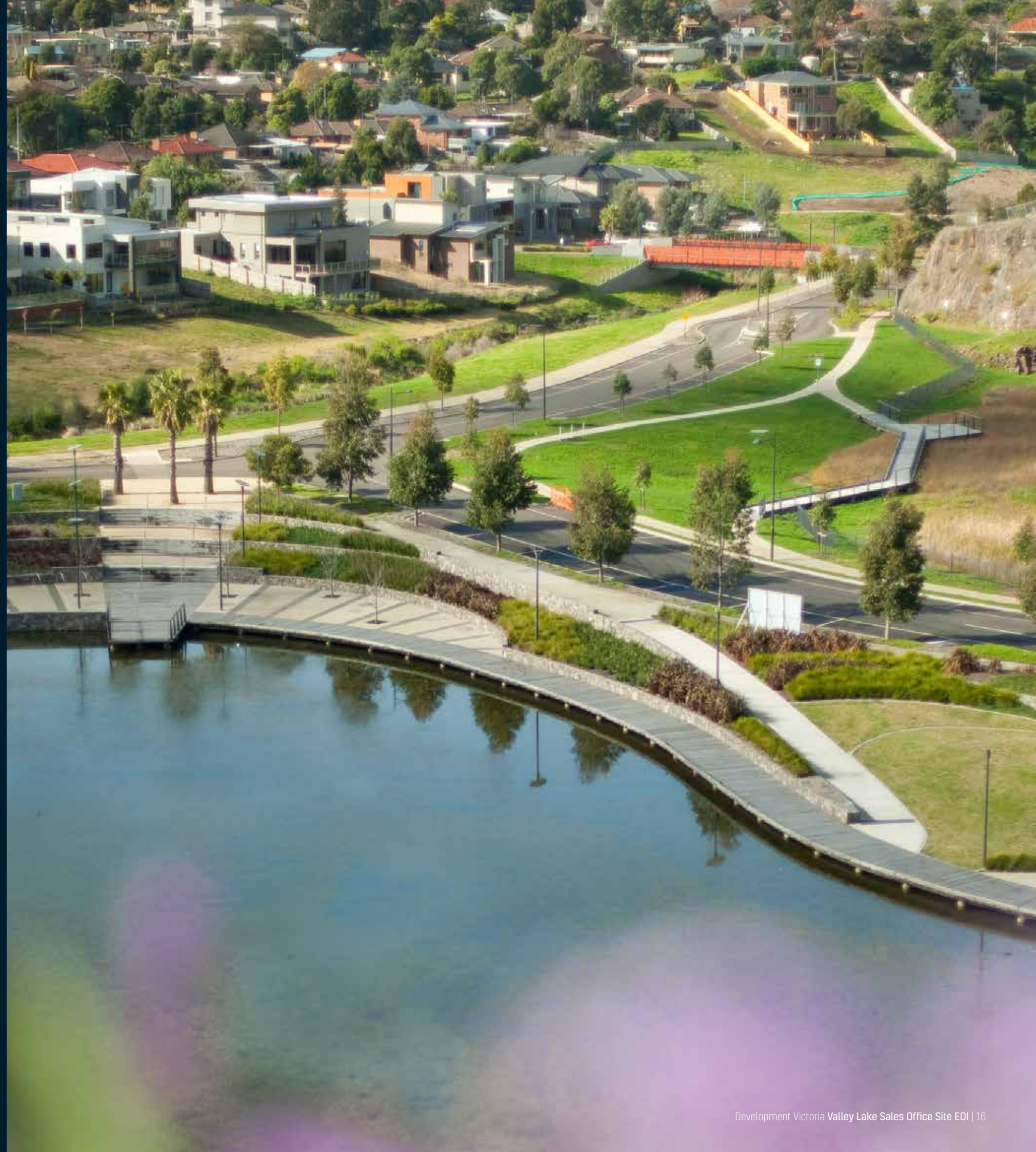
Keilor East, in which the Valley Lake Estate sits, is an established residential area approximately 10km from Melbourne's CBD. Families in the area are well serviced by schools with great State and private schools in proximity. The local shopping precincts at Milleara Shopping Centre, the Centre Way Shops and the Dinah Parade strip, offer plenty of medical facilities and shopping opportunities. The bustling Keilor Road cafés are also within easy walking distance from the Valley Lake Estate.

The low vacancy rates in Keilor East demonstrate high demand for dwellings in the area.

sqmresearch.com.au/

The City of Moonee Valley is investing in the area with their 2019/20 budget funding significant capital works nearby, including;

- \$28 million to progress the East Keilor Leisure Centre redevelopment; and
- \$2 million to implement a stormwater harvesting and irrigation system at Rosehill Park.



THE SITE

The site is in the General Residential Zone 1. The western boundary of the site is a publicly accessible boardwalk along the lake.

Respondents should note that the successful respondent will be responsible for obtaining all relevant approvals required for their proposed development. Respondents are encouraged to obtain independent advice in respect of planning requirements and should refer in more detail to the Planning Scheme Provisions provided at:

planning-schemes.delwp.vic.gov.au



EOI SUBMISSIONS AND EVALUATION CRITERIA

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

These schedules will be used to address the evaluation criteria:

- Returnable Schedule 1 – Declaration
- Returnable Schedule 2 – Respondent company information
- Returnable Schedule 3 – Mandatory criteria checklist
- Returnable Schedule 4 –Development outcomes
- Returnable Schedule 5 – Organisational experience, capability and expertise
- Returnable Schedule 6 – Financial offer

Respondents may include in their Submissions any other information considered relevant

To register as a Respondent, interested parties must provide a completed Returnable Schedule 2 by 3pm Friday 31st July 2020 via: tenders@development.vic.gov.au. This will ensure the Respondent receives 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 or lack the necessary requested quality of documentation, will not progress further to evaluation process.

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

STEP	DATES
Release of EOI	10 July 2020
Final date to register addenda	31 July 2020
Enquires from Respondents close date	7 August 2020
EOI Closure Date	28 August 2020, 3pm
Conduct negotiations and finalise Contract of Sale	September to October
Settlement Occurs the later of: a) 30 days from the day of sale, and b) or Friday 7 May 2021	On or before 7 May 2021

- DV intends to move directly from the bid evaluation phase to negotiations with the preferred respondent.
- Submissions shall be made by 28 August 2020 and will close at 3pm.
- A security deposit of 1% of the purchase price is required 3 days post the closing date. Failure to supply this security may result in the disqualification of the bid.
- Development Victoria may accept or reject any late EOIs at its absolute discretion.
- Development Victoria will evaluate all responses based on the requirements described in this EOI and the overall Value for money (being an assessment of the total benefit of a response to the project) provided by the Respondent.

MANDATORY	
1	Respondents must complete and sign the declaration in Returnable Schedule 1.
2	Respondents must agree to enter into a contract of sale with DV to acquire the site and commit to the deliverables and timelines as contained within the Special Conditions of the Contract of Sale.

WEIGHTED CRITERIA	
3	Capability & Capacity 20% <ul style="list-style-type: none">• Experience of the respondent in delivering and/or operating the proposed land use
4	Policy Outcomes 75% <ul style="list-style-type: none">• Delivery of Value Creation and Capture Outcomes• Delivery of Complementary Development
5	Risks 5% <ul style="list-style-type: none">• Evaluation of risks associated with bidder’s response, including but not limited to financial, and planning

FINANCIAL EVALUATION	
6	The preferred offer will need to comply with the Valuer General of Victoria (VGV). Valuation requirements and the Victorian Government Land Transactions Policy and Guidelines.
7	The final decision will be based on the considered greatest ‘Value for Money’ opportunity that considers the objectives as outlined within this document.

PART B

RETURNABLE
SCHEDULES

APPENDICES

A – SITE DETAILS

B – TECHNICAL/SITE
INFORMATION

C – PROCESS

D – GENERAL TERMS
AND CONDITIONS



RETURNABLE SCHEDULE 1

DECLARATION

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

DECLARATION

By signing this declaration, the Respondent declares that:

- a. it has accepted the General Terms and Conditions of Development Victoria’s Request for Expressions of Interest for 45 Valley Lake Boulevard, Keilor East and
- b. the information set out in its Submission is true and correct.

This Returnable Schedule should be executed by either two directors or one director and one company secretary (or a sole director, where relevant) of the Respondent.

If the Respondent is not incorporated in Australia, this Returnable Schedule should be signed in accordance with the laws of the Respondent’s relevant jurisdiction.

Assuming the Respondent is incorporated in Australia, an appropriate attestation clause to be used for these purposes is set out below.

The Respondent declares that the information set out in its Submission is true and correct

STATUTORY DECLARATION

I _____
[Insert full name]
of _____
[Insert address]

[Insert occupation]
do solemnly and sincerely declare that:

Definitions
In this declaration:
“Bidder” means: [insert name of company, other body corporate, firm, or individual];
“Development Victoria” means Development Victoria of Level 9, 8 Exhibition Street, Melbourne, Victoria 3000;
“Project” means the development of the site know as 45 Valley Lake Boulevard, Keilor East.
“Response Forms” has the meaning given in the EOI;
“EOI” means the expression of interest issued by Development Victoria for the Contract;

- Preamble
1. 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.
 2. I make this declaration on behalf of the Bidder and on behalf of myself.
Acceptance of EOI Conditions
 3. The Bidder accepts the requirements of the EOI including the EOI Conditions in Part A of the EOI.
Submission of the Response

Declarant Signature

Witness Signature

4. The Bidder declares that the information set out in its Response (including any information provided in support of any preceding expressions of interest or accreditation process) is true and correct.
5. The Bidder submits its Response, including all attached Response Forms, in good faith and in the genuine belief that they are accurate and complete.
6. 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 a process contract.
7. Neither the Bidder, nor any proposed consortia entities, nor of its any employees or agents of the Bidder or proposed consortia entities has a potential, actual or perceived potential conflict of interest in relation to the Project, except as listed below:
 - a. _____ [Bidder to complete]
8. Neither the Bidder nor any proposed consortia entities, nor any employees or agents of the Bidder or proposed consortia entities have nor any of its employees or agents have engaged in any collusion, anticompetitive conduct or any similar conduct with any employee, agent or consultant of Development Victoria, any other bidder or any other person.
9. The details of the Lead 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

10. The details of proposed consortia entities are as follows: [Bidder to complete, add additional boxes as required]

Name:

Registered office:

ABN:

ACN:

Contact Name (authorised agent):

Title:

Phone:

Email:

Company Registration numbers where applicable – e.g. Builder’s Registration number:

Additional information

11. The Bidder confirms that the Bidder/Consortia can work in accordance with Development Victoria’s proposed procurement process.
12. The Bidder confirms agreement to the terms and conditions set out within this EOI.

Genuine Competition

13. The Bidder is genuinely competing for the Project.
14. The Bidder/ Consortia has experience to complete the development.

Confirmation of Receipt of Addenda

15. 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

16. 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:

any employees that the Bidder lists in its Response;

any referees or client or other contacts whether provided by the Bidder in its Response or not and

any other government bodies who have knowledge or experience of the Bidder.

I confirm that I am authorised to make this declaration on behalf of the Bidder and that I have read and accept all the terms set out in this declaration on behalf of the Bidder.

I acknowledge that this declaration is true and correct and is made in the belief that a person making a false declaration is liable to penalties of perjury.

Declared at

this day of

before me

Signature of authorised witness

Signature of declarant

Full name of authorised witness (print)

Full name of declarant (print)

Address of witness

Capacity of witness

The authorised witness must print or stamp their name, address and title under section 107A of the Evidence (Miscellaneous Provisions) Act 1958 (eg. Justice of the Peace, Pharmacist, Australian Lawyer, Police Officer, Court Registrar, Bank Manager, Medical Practitioner, Dentist)

Declarant Signature

Witness Signature

Declarant Signature

Witness Signature

RETURNABLE SCHEDULE 2

RESPONDENT COMPANY INFORMATION (IF APPLICABLE)

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 what is the lead entity and the role each entity undertakes as part of this invitation.

RETURNABLE SCHEDULE 3

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 a contract of sale with DV to acquire the site and commit to agreed intentions and development outcomes as outlined within Contract of Sale terms.		

RETURNABLE SCHEDULE 4

DEVELOPMENT DETAILS [INTENDED USE]

Development outcome(s) to be delivered i.e. proposed use, number of dwellings, sustainability initiatives proposed, floor plans, elevations, quality of external finishes, approaches to traffic.

Submissions to include a planning consultant statement confirming how the proposal meets the existing planning controls.

PROPOSED USE
Intended development use
Site plan and floor plans 1:100
Elevations for all façades scale of 1:100
Proposed external finishes
Planning statement from planning consultant on compliance of design
Clarity of how passive surveillance has been created
Outline of sustainability initiatives

RETURNABLE SCHEDULE 5

ORGANISATIONAL EXPERIENCE, CAPABILITY AND EXPERTISE

Respondents are requested to provide examples (no less than 3) detailing projects that demonstrate capability to deliver a similar sized project including the details of key staff and their experience delivering these types of projects:

PROJECT NAME AND ADDRESS	PROJECT CHARACTER No of Dwellings and types of land uses	VALUE	VALUE EXCLUDING LAND PRICE	DATE COMPLETED

If the proposal includes a commercial proposal, details of the proposed operators and evidence of previous experience to be supplied here:

PROJECT NAME / OPERATION NAME	PROJECT / OPERATION CHARACTER Use/s, Operators, Location, Hours of Operation	PERIOD OF OPERATION

The details and accuracy of the proposal to be of a quality suitable for inclusion within the Contract of Sale. The respondent is made aware that a significant deviation from the agreed concept scheme will be considered a breach under the agreement.

Submissions that do not provide the details as set within Schedule 4, may not be considered.

RETURNABLE SCHEDULE 6
FINANCIAL OFFER

Respondents should provide a summary of their proposed financial offer and financing structures.

PURCHASE PRICE PLUS GST	
\$	+ GST
Provide description and refer to submitted designs	
Details of land ownership structure upon completed development	
Respondents should indicate any key assumptions underlying the offer	
Respondents confirm they agree to all terms of the contract	
Respondents understands that a cash deposit equal to 1% of the purchase price must be paid to Development Victoria on day the submission is made via electronic transfer or cheque 3 days post from the closing date.	

APPENDIX A
SITE DETAILS
VALLEY LAKE SALES OFFICE SITE

Development Victoria formerly known as Places Victoria acquired the vacant 48 hectare quarry site in 2000 which now forms Valley Lake Estate. This residential development has been transformed into a high-quality residential estate within a highly sought after community comprising of over 500 dwellings.

This is a unique site in the centre of the established development. The subject site has a land area of **1414 square metres** with direct lake frontage and is zoned General Residential Zone R1Z. There is currently a redundant sales office building which will form part of the sale to the successful bidder.

Figure 1



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 and rely solely on their own enquiries as to its significance, accuracy and completeness.

Neither DV nor its employees have verified the significance, accuracy and completeness of any of the Information.

Accordingly, DV and its Associates make no representation or warranty expressed or implied, as to the significance, accuracy or completeness of the Information or any information which may be provided in connection with it.

PLANNING SCHEME REQUIREMENTS

Respondents should refer in more detail to the Planning Scheme Provisions provided at planning-schemes.delwp.vic.gov.au/schemes/mooneevalley

The site is zoned General Residential Zone R1Z and is in an ‘area of cultural heritage sensitivity’.

Note that the successful respondent will be responsible for obtaining all relevant approvals required for their proposed development. Respondents are encouraged to obtain independent advice in respect of planning requirements and should refer in more detail to the Planning Scheme Provisions provided at: planning-schemes.delwp.vic.gov.au/schemes/mooneevalley

- Feature and Level Plan
- Due diligence geotechnical investigation [Golder]
- Certificate of Title
- Section 32 statement

To obtain a copy of the above reports access the link on the project website: Development.vic.gov.au/valley-lake

APPENDIX C

PROCESS

INTERNET LODGEMENT

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

Submission email address	tenders@development.vic.gov.au
Submission closing time	Friday 28 August 2020, 3pm
Requirements	<p>A Respondent is responsible for ensuring submissions made electronically are lodged with sufficient time to allow receipt from DV by closing time.</p> <p>DV recommends submission at least 2 hours prior to closing.</p> <p>An EOI submitted after this time will be considered a late EOI.</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.

LATE EOI

Development Victoria may accept or reject any late EOIs at its absolute discretion.

PROPOSAL MANAGER

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

Rosy Serventy
Development Manager - Development Victoria
rosy.serventy@development.vic.gov.au

Enquiries are to be provided no later than Friday 7 August 2020.

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 ineligible.

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 Respondents unless Development Victoria believes the issues raised apply only to one Respondent.

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 Bidder 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
Bidders must disclose any actual or potential conflicts of interest and Development Victoria retains the right to exclude a Bidder 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.
Bidders should not rely on any information contained in this EOI. Bidder must make their own inquiries as to the adequacy and completeness of any information contained in it.
6. Privacy
Bidders 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 Bidder 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 Bidders 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 Bidder.
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 Bidders 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.
Bidders will retain ownership of all intellectual property contained in the Response that has been produced by the Bidder.
Each Bidder, 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 120 days from the Closing Date. The period of validity of a Response may be extended by mutual agreement in writing between Development Victoria and the Bidder.
12. Status of Response
Each Response constitutes and must be presented in a form which constitutes a non-binding proposal by the Bidder to Development Victoria to deliver the Project required under this EOI.
13. Each Bidder 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
Bidders 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 Bidder will be deemed to comply with all parts of this EOI unless the Bidder states otherwise.
15. Alternative Response
Bidders 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 Bidder accepts that):
 - Development Victoria will not pay or reimburse any costs or expenses incurred by any Bidder 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 Bidder as a result:
 - Development Victoria reserves the right to publish or disclose the names of successful and/or Bidders and to publish or disclose the terms of any contract entered into, subject to any information Development Victoria agrees to keep confidential
 - No Bidder may influence or attempt to influence any person or persons involved in the assessment and selection of a successful Bidder other than by preparing and lodging an EOI in accordance with this document;
 - No Bidder may collude with any other party in relation to this EOI process; and
 - Each Bidder 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 Bidder 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:

- a. accept, reject or refuse to consider any Response;
- b. negotiate with any person who is not a Bidder and enter into an agreement with any person on such terms as Development Victoria in its discretion accepts (without notifying any Bidder);
- c. withdraw, suspend or terminate this EOI or part of this EOI;
- d. change the structure and timing of this EOI and notify Bidders 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 Bidders that it wishes to:

- a. shortlist one or more Bidders and invite tenders from those Bidders for the Project, part thereof or any similar or related Project;

- b. elect to engage in detailed discussions and negotiations with any one or more Bidder (with or without short listing any);
- c. invite one or more Bidders to give a presentation to Development Victoria in relation to their Response;
- d. reject any or all of the Response(s) or disqualify a Bidder (without giving reasons for so doing);
- e. accept a Response (or any part or parts thereof) received after the Closing Date;
- f. cease, suspend or defer this EOI process or any other procurement process for the Project ;
- g. terminate the participation of any Bidder in the transaction process the subject of this EOI;
- h. call for bids from new Bidders pursuant to the tender process or call for new tenders for the Project (as the context requires) should it discontinue the tender process (in which event Development Victoria will not be obliged to invite the Bidder to participate in any new tender process); and/or
- i. proceed with the procurement 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 Bidder (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 Bidder as a result of any of the processes set out above.

Employment of Development Victoria's employees and internal contractors

Each Bidder agrees that it will not, without the Bidder 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 Bidder to demonstrate to Development Victoria's satisfaction that the Bidder has implemented measures to ensure that the Bidder 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 Bidder from participation in this EOI for any breach of this condition.

DISCLAIMER

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

- a. By accessing this EOI, each Bidder acknowledges that it has read, understood and accepted the terms and conditions of this EOI and of this disclaimer. If the Bidder 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 REOI does not purport to contain all the information each Bidder may require.
- c. Each Bidder 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.

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.

- e. To the extent permitted by law, neither Development Victoria nor its employees or consultants shall be liable to any Bidder or any other person under the law of contract, tort (including negligence), the principles of restitution or unjust enrichment or otherwise for any loss, expense, damage or other liability which may arise from or be incurred or suffered as a result of or anything contained in (or omitted from) the Information.

GOVERNING LAW

The Bidder 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 Bidder irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

L9, 8 Exhibition Street
Melbourne 3000
VIC Australia

GPO Box 2428
Melbourne 3001
VIC Australia

+61 3 8317 3400
development.vic.gov.au

