
Bradfield Development Authority

Bradfield City Opportunity: Enterprise Precinct

Call for Occupant Expressions of Interest

21 April 2026
Closing Time: 3pm AEST
Closing Date: 14 July 2026



Acknowledgement of Country

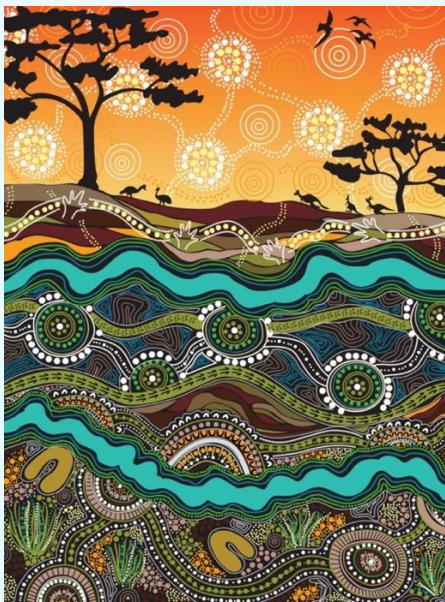
Aboriginal people have had a continuous connection with Country from time immemorial, caring for and living in deep alignment with our landscape.

Western Sydney is home to the highest urban population of Aboriginal people in Australia. Diverse, strong and connected Aboriginal communities have established their families in this area for generations.

We acknowledge that Bradfield City sits on D(h)arug land. We also acknowledge the Dh(th)arawal, Gundun(gur/a)ra peoples who also have custodial care obligations for the broader Western Sydney area, and others who have passed through this Country for trade and care purposes.

Ensuring that Aboriginal communities, their culture and obligations for Country are considered and promoted is vital for creating a future where deep history and future opportunity come together. A unique opportunity exists to establish a platform for two-way knowledge sharing, elevating Country and learning from cultural practices to create a truly unique and vibrant place for all.

At Bradfield City we are committed to designing with Country in partnership with First Nations peoples, ensuring that cultural knowledge, caring for Country and lived connection inform the future of this land for generations to come.



Garungarung Murri Murri Nuru (Beautiful Grass Country)

Artwork created by Dalmarri artists Jason Douglas and Trevor Eastwood for the Bradfield Development Authority.

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Part A: Key Information

1. Call for Occupant Expressions of Interest

1.1. This document

This document has 5 parts, as outlined in the table below.

Part	Description
Part A: Key Information	Overview of the EOI.
Part B: The Opportunity	Describes Enterprise Precinct.
Part C: Evaluation Criteria	Describes the criteria against which expressions of interest will be considered.
Part D: Conditions	Terms and conditions of participating in this EOI.
Part E: Returnable Schedule	Returnable Schedule that must be completed in submission.

1.2. Context

This is a Call for Occupant Expressions of Interest (EOI). It is an opportunity for organisations interested in locating in Bradfield City's Enterprise Precinct as either an owner occupier or a tenant to express their interest in doing so, in advance of a subsequent market process to appoint a Master developer for the site.

Reponses received will inform BDA engagement with potential developer partners planned for 2H 2026 and the ultimate offering of Enterprise Precinct tenancies to market as early as 2027.

Interested parties can submit their expression of interest by completing the Returnable Schedule located at **Part E** and lodge an EOI Response electronically via the Lodgement Portal <https://buy.nsw.gov.au/opportunity> (reference: BDA001283).

Expressions of Interest are invited from businesses and other organisations interested in tenant opportunities in Enterprise Precinct.

Responses are sought from interested parties that have:

- Commitment to contributing to the vision of an innovation-driven Enterprise Precinct
- Industrial or operational activities that contribute to advanced technologies, research, collaboration or knowledge-sharing within the Enterprise Precinct. In particular, activities in advanced industries such as aerospace, clean technology, construction & advanced materials, defence, education & research, freight & logistics technologies, advanced manufacturing, semiconductor technology or circular economy. or other activities that support the precinct's growth and economic development goals.

- An interest or willingness to be part of a thriving sustainable Enterprise Precinct by collaborating with other entities that locate here and seek to leverage proximity to the NSW Government's \$300M investment in the Advanced Manufacturing Readiness Facility (AMRF).

Following evaluation by BDA of EOI Responses received against the Evaluation Criteria, Shortlisted Respondents will have an opportunity to directly discuss with BDA their requirements for premises and feedback on the Enterprise Precinct opportunity, as well as firm up their requirements and indicative terms. Following this EOI, BDA will run a market process to secure a developer for the site. Respondents will receive periodic updates on the progress of BDA engagement with potential developers.

Capitalised terms used in this document are defined in **Part D**.

Timeframe to occupancy

First buildings in the Enterprise Precinct are targeted to be ready for occupancy in 2029/30, subject to the plans of the BDA and the successful Master developer.

- Occupant EOI
 - Open for responses: 21 April – 14 July 2026
 - Evaluation of responses: July - August 2026
 - Interactives with respondents: July - August 2026
- Master developer EOI/Request for Proposal (RFP)
 - Commencing Q3 2026
 - Periodic updates for Occupant EOI respondents will be provided as this Master developer EOI/RFP progresses and Occupant interest is shared

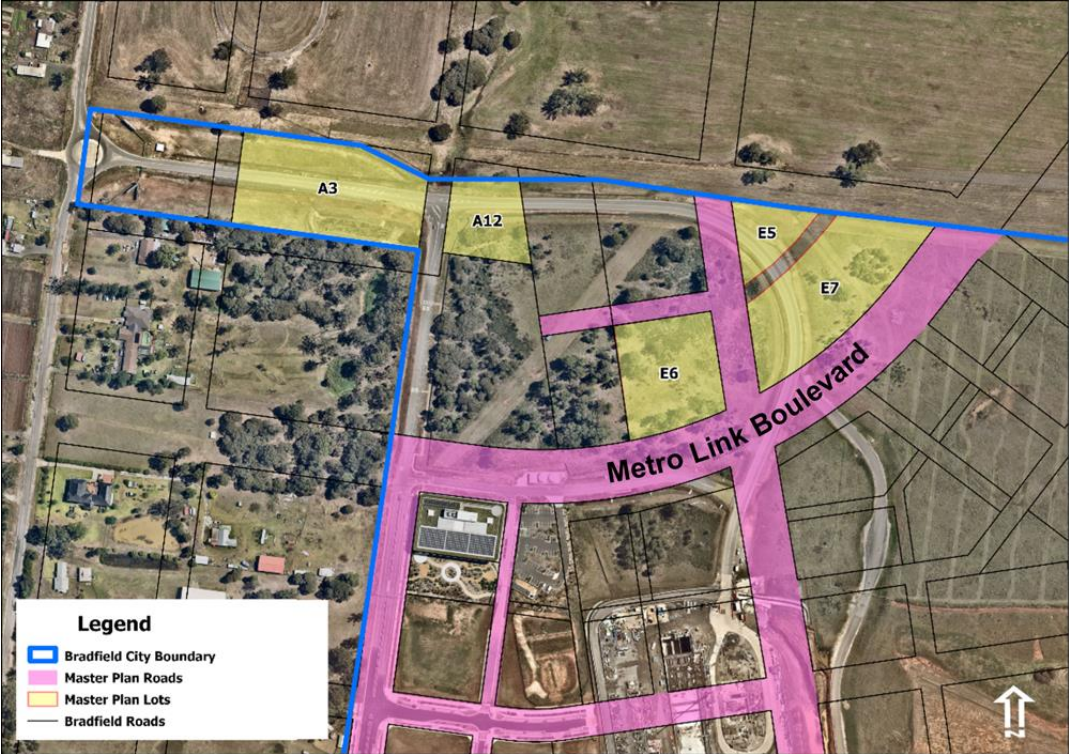
Note: The above timings are indicative only and may be subject to change.

1.3. Key details

Key dates and milestones are set out in the table below. Except for the Closing Time, milestones and dates are a guide only.

BDA reserves the right to vary the timetable and the nature and number of activities in the EOI process at its discretion with notice to Respondents.

Detail Table		
Publish date	21 April 2026	
EOI reference number	BDA001283	
EOI Closing Time	3pm AEST on 14 July 2026	
Q&A Close	3pm AEST on 30 June 2026	
Q&A	All Q&A in relation to this EOI are to be submitted via email to: bradfielddevelopment@deloitte.com.au See Section 5 of Part D for further details in relation to the Q&A process, and requirements for communication with BDA during the EOI Process.	
Key dates – indicative timetable	Activity	Date
	Interactive sessions	July - August 2026
	EOI evaluation complete and Respondents notified of outcome of EOI	30 September 2026
Precinct sites	Part of 215 Badgerys Creek Road, part Lot 3101 DP 1282964 shown as sites A3, A12, E5, E6 and E7 in the below satellite image. BDA is currently in the process of moving Metro Link Boulevard and expanding the size of sites E5, E6 and E7. This process is expected to be concluded by the time the	

Detail Table	
	Master developer RFP is undertaken. Current alignment of Metro Link Boulevard.  Source: NearMap 2025 and Bradfield City Centre Master Plan.
Total Precinct Area	3.8 hectares, subject to master plan finalisation and survey. See Part B Section 1 for more detail.
Maximum Development Capacity	Approximately ~157,690 sqm ¹
Lodgement Portal	EOI Responses are to be submitted electronically on NSW Government Buy NSW Opportunities Hub (reference: BDA001283): https://buy.nsw.gov.au/opportunity
Precinct Visits	The Precinct is part of an active construction site and is not currently accessible to the general public. BDA may proactively schedule site visit(s) during the EOI period for interested groups. Details will be separately communicated to participants.
Industry briefing	An Industry Briefing on this EOI will be held via ON24 at 10-11am on 13 May 2026. If you would like to attend, please RSVP via Enterprise Precinct RSVP (Register here). To respect confidentiality, attendees will not be identifiable to other attendees in the briefing. The briefing may provide additional context about the opportunity and the EOI

¹ The estimated maximum GFA of 157,690 is based on the maximum building height and site assessment during preparation of the Master Plan. There is flexibility for the future developer to refine the final built form through detailed design and consideration of tenant requirements. The estimated maximum GFA may not be fully utilised by the developer in the development of the site.

Detail Table	
	requirements. Online attendance at the briefing is recommended but optional for submitting an EOI. There will be an opportunity for attendees to ask questions anonymously via Slido at the end of the briefing. BDA may respond to questions where deemed appropriate.
EOI Manager	Deloitte Colin Stewart, Principal M: +61 407 209 956 E: bradfielddevelopment@deloitte.com.au
BDA Probity Advisor	RSM Australia Tranquility Clinton, Partner M: +61 430 442 047 E: tranquility.clinton@rsm.com.au
BDA Commercial Advisor	Knight Frank Advisory Contact: Kelwyn Teo, Partner E: bradfielddevelopment@deloitte.com.au
BDA Procurement	Bradfield Development Authority Contacts: Nidhi Agarwal Kew Boonyong E: bradfielddevelopment@deloitte.com.au
BDA Marketing Agent	Colliers Contacts: George Marton Chris Baltussen E: bradfielddevelopment@deloitte.com.au
EOI Response Format	Word and PDF (or as otherwise specified in the Returnable Schedule in Part E)
Items to be submitted with your EOI Response	- The Returnable Schedule properly executed by the Respondent, completed with the Respondent's name and address together with all information required to be submitted with each Returnable Schedule; and - If any document submitted as part of the EOI Response is executed by a person or corporation under power of attorney, a certified copy of the power of attorney and declaration of non-revocation of that power of attorney.

Part B: The Opportunity

1. An Enterprise Precinct in Western Sydney's industrial innovation heartland

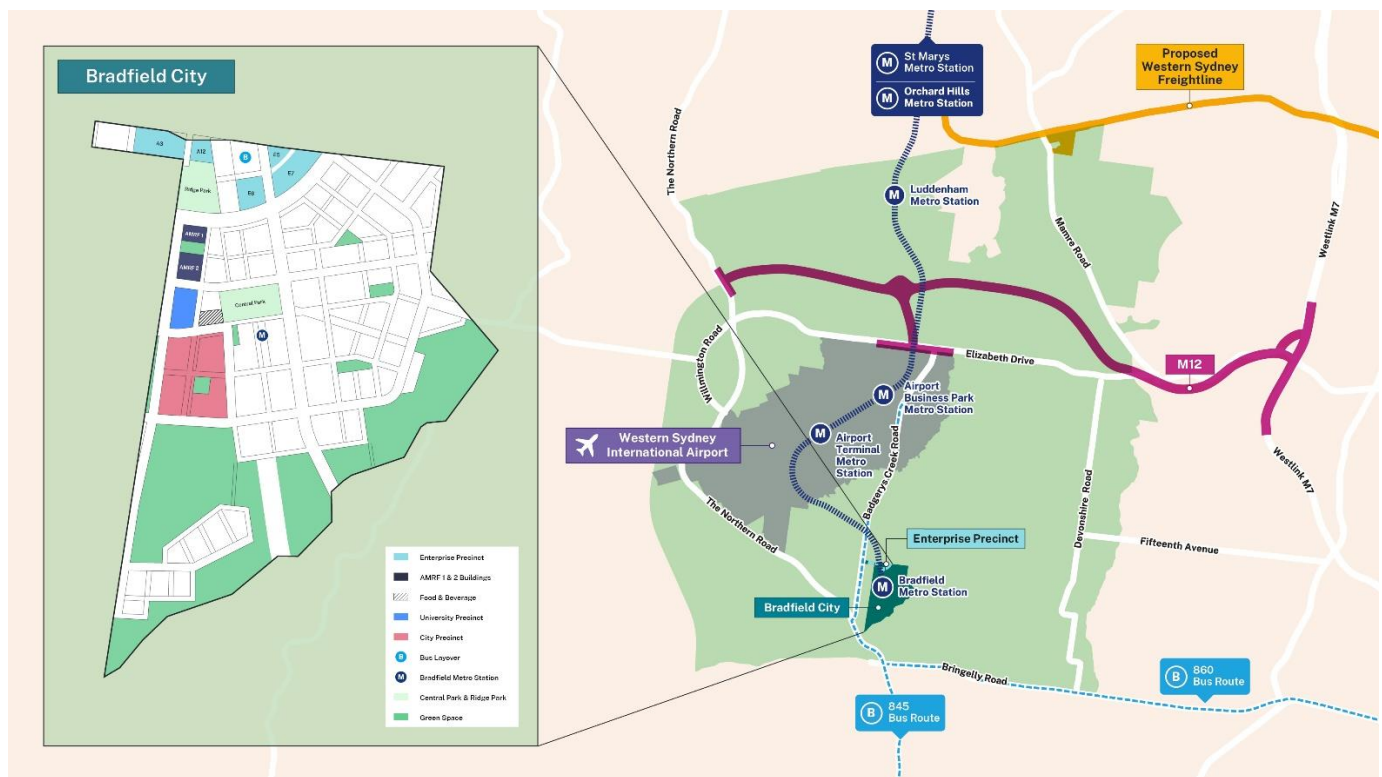
1.1. Key information

Bradfield City is emerging as a place of critical importance to the national economy, underpinned by investment from all three levels of government with in excess of \$28 billion invested in transport, import and export infrastructure, such as the WSI Airport, M12 Motorway, Sydney Metro – Western Sydney Airport, major road upgrades and state-of-the-art logistics infrastructure.

Enterprise Precinct marks the first release of enterprise-zoned land in Bradfield City, and will support light industrial, commercial and research uses. It offers forward-thinking organisations a pivotal opportunity to be part of Western Sydney's rapidly growing industrial innovation ecosystem.

The Precinct is approximately 400m by foot from the Bradfield City Metro Station now under construction, Advanced Manufacturing Readiness Facility and 2-hectare Central Park, and 4km southeast of the new Western Sydney International Airport.

Figure 1: Map of Enterprise Zone and Aerotropolis



Source: BDA (Artist's impression). All site areas displayed are approximate

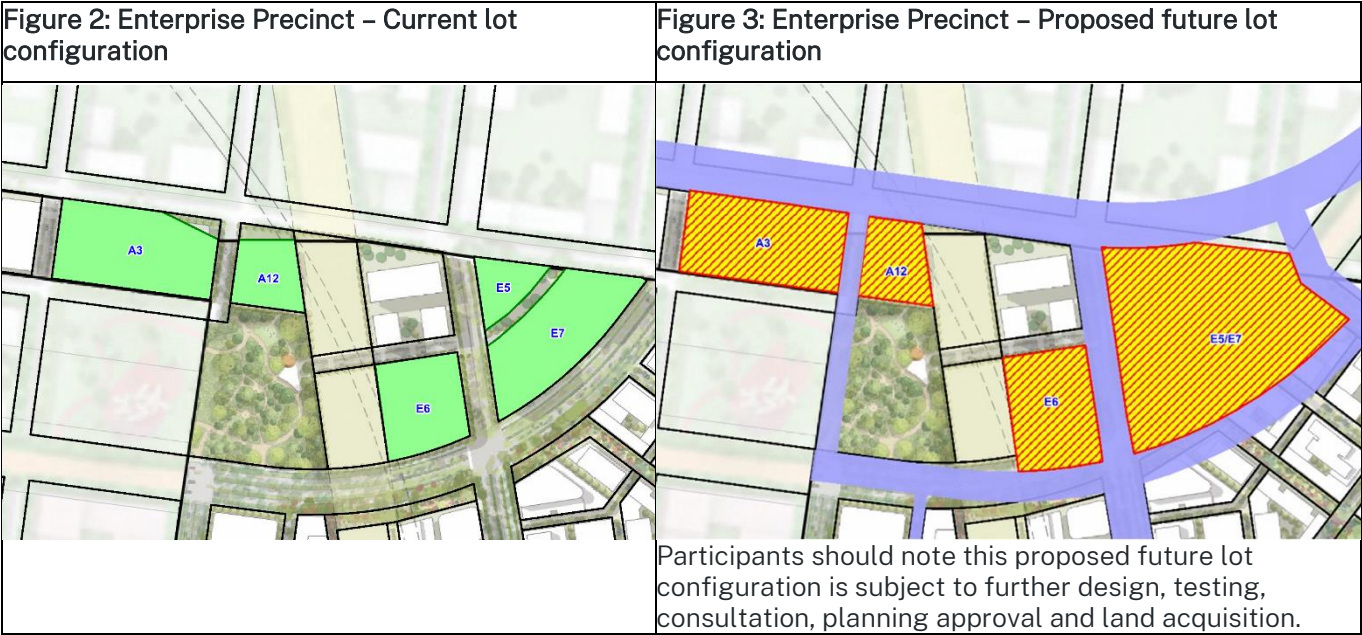
Site area and layout

Enterprise Precinct is in the northern end of Bradfield City, comprised of five lots. It is close to the AMRF First Building (now operational) and Second Building (construction to commence in 2026) and 2-hectare Central Park and Bradfield City Metro station (under construction), placing it at the heart of a dynamic, advanced industry precinct.

Enterprise Precinct currently comprises approximately 3.8 hectares of land with development capacity for 157,692 square meters GFA². Three eastern development sites within Enterprise Precinct (E5, E6 and E7) will be available first, with development expected to commence between late 2027 to early 2028. The remaining development sites to the west of the Precinct (A3 and A12) are expected to be available in mid-2029. Each development site will have the flexibility to accommodate various potential configurations to optimise overall precinct outcomes.

BDA is seeking to increase land available within Enterprise Precinct by around 50% and improve lot configuration through the realignment and reconfiguration of selected roads. The outcome of this intent is indicatively shown in Figures 2 and 3 below.

Government facilitation and support as well as site/space availability are to be determined and will be subject to the outcomes of this market process. All site specifics, including services, rates and timing are indicative.



² The estimated maximum GFA of 157,690 is based on the maximum building height and site assessment during preparation of the Master Plan. There is flexibility for the future developer to refine the final built form through detailed design and consideration of tenant requirements. The estimated maximum GFA may not be fully utilised by the developer in the development of the site.

Figure 4: Enterprise Precinct sites and Bradfield City surrounds (Artist's impression)



Source: BDA (2026). All site areas displayed are approximate

Enterprise Zoning

Enterprise Precinct is zoned 'Enterprise' for land use purposes. This zoning distinguishes Enterprise Precinct from the rest of Bradfield City, including City Precinct (First Land Release), which is primarily zoned for mixed use. With the City Precinct intended to accommodate a broader spectrum of development, such as residential, retail, and commercial activities, Enterprise Precinct plays a complementary yet distinct role as a dedicated industrial innovation precinct tailored to research and advanced industries, with operational flexibility that may not be possible in mixed-use zoned areas.

Enterprise Precinct supports the broader vision for the Aerotropolis and will ensure that Bradfield City remains a dedicated hub for employment, innovation, and industry growth. Permitted uses under the zoning of Enterprise Precinct, as well as BDA's target uses of Enterprise Precinct, are set out below.

Permitted uses under State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Target uses envisaged by BDA
The precinct is designated to support advanced and high-technology industries, industrial innovation, commercial activity, creative industries, research, education, industries compatible with future technology and work arrangements, and a range of employment-generating uses consistent with the Enterprise Zone under Chapter 4 of the State Environmental Planning Policy (Precincts – Western	Proposed activities in Enterprise Precinct should relate to: Aerospace, clean technology, construction & advanced materials, defence, education & research, freight & logistics technologies, advanced manufacturing, semiconductor technology or circular economy or other

Parkland City) 2021. For full details, refer to the State Environmental Planning Policy (Precincts – Western Parkland City) 2021 here	activities that support the precinct’s growth and economic development goals; or Industrial or operational activities that contribute to advanced technologies, research, collaboration or knowledge-sharing within the Enterprise Precinct.
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Services

The development sites in the Precinct will be fully serviced, with the eastern development sites (E5, E6 and E7) estimated to be fully serviced by late 2027 to early 2028, and the remaining development sites (A3 and A12) estimated to be fully serviced by mid-2029.

Services will include power, potable water, recycled water, sewer, and communications infrastructure.³

Precinct Amenity

Enterprise Precinct offers a comprehensive suite of amenities designed to support businesses and their employees, including proposed nearby food and beverage options and convenient retail facilities. The precinct is further enhanced by its proximity to the proposed Central Park, which is anticipated to provide 2 hectares of green open space for relaxation and recreation, all contributing to a vibrant, well-connected environment ideal for forward-thinking enterprises seeking to thrive in a dynamic industrial setting.

Bradfield City conceptual vision (Artist’s impression)



Source: BDA (2026)

³ Services are subject to the relevant authorities’ permanent infrastructure being in place (i.e. Recycled water and sewer services and subject to authority applications and approvals).

2. Respondent Requirements

The Authority is seeking occupants with:

- Commitment to contributing to the vision of an innovation-driven Enterprise Precinct, aligning with the objectives of the Bradfield City Master Plan.
- Industrial or operational activities that contribute to advanced technologies, research, collaboration or knowledge-sharing within the Enterprise Precinct. In particular, activities in industries such as aerospace, clean technology, construction & advanced materials, defence, education & research, freight & logistics technologies, advanced manufacturing, semiconductor technology, circular economy or other activities that support the precinct's growth and economic development goals.
- Willingness to collaborate with government and be part of a thriving Precinct

Submissions from consortia are encouraged, particularly those that combine complementary capabilities (e.g., occupants partnering with development partners).

3. Delivery Model and Commercial Structure

The delivery model and commercial structure is under consideration and will be informed by EOI Responses and a subsequent developer focused market process commencing in 2026/2027. BDA welcomes views on the proposed delivery model and commercial structure from interested parties as part of their EOI Response and in interactive sessions.

Part C: Evaluation Criteria

EOI Responses will be assessed on the Evaluation Criteria set out below and in accordance with the Conditions:

Evaluation Criteria	Details	Refer
1. Alignment with BDA's intent for the Precinct	- The alignment of the Respondent's proposed activities in Enterprise Precinct to one or more of Bradfield City's strategic / enabling sectors including: aerospace, clean technology, construction & advanced materials, defence, education & research, freight & logistics technologies, advanced manufacturing, semiconductor technology, circular economy or other activities that support the precinct's growth and economic development goals. - How the Respondent's operations contribute to industrial or operational activities in advanced technologies, research, collaboration or knowledge-sharing within Enterprise Precinct	Returnable Schedule, section 2
2. Experience and readiness	- The Respondent's operational experience and the ability to occupy and activate premises - The in-principle third-party funding strategy for specialised capex (if any) and the extent of discussions undertaken to date	Returnable Schedule, section 2
3. Financial standing	The Respondent is a legal entity of financial substance and reputational good standing.	Returnable Schedule, section 2

Part D: Conditions

1. Defined terms and interpretation

1.1. Defined terms

In this EOI:

Addenda means the documents amending the EOI documents that are issued in accordance with clause 2.2.

Agent means the marketing agent appointed by the Authority referred to in the Details Table, as may be replaced from time to time.

Authority or **Bradfield Development Authority** or **BDA** means the Western Parkland City Authority, trading as Bradfield Development Authority (ABN 84 369 219 084).

Authority's Personnel means all employees, former employees, contractors, consultants, former consultants, advisers, and agents engaged by the Authority in relation to the Bradfield City.

Business Day means a day on which trading banks, or a majority of them, are open for business in Sydney, excluding Saturdays, Sundays, and public holidays.

Closing Time means the closing time and date for receipt of EOI Responses specified in the Details Table, or as amended.

Commercial Advisor means the Authority's commercial advisor as described in the Details Table, as may be replaced from time to time.

Conditions means the terms, conditions, warranties, acknowledgments, requirements, and obligations for this EOI set out in this document and the Information Memorandum.

Conforming EOI Response means an EOI Response which the Evaluation Panel is satisfied:

- a) contains all documents and information required to be submitted with an EOI Response as set out in the Details Table;
- b) has been submitted in accordance with clause 4.1;
- c) contains sufficient information to enable proper evaluation and is not incomplete, ambiguous or illegible;
- d) is generally on terms which are consistent with this EOI; and
- e) has been submitted by a Respondent that complies with the requirements of or is not ineligible (or subject to potential rejection or exclusion) pursuant to these Conditions.

Core Team Members means the persons or entities nominated as "Core Team Members" by the Respondent in Returnable Schedule 1 of its EOI Response, as varied with the Authority's approval in accordance with the Conditions.

Details Table means the details table set out in section 1.3 of Part A.

Disclosure Materials means all information, documents, reports, drawings, and other materials provided to the Respondents throughout this EOI Process including but not limited to those contained in the NSW Tenders page.

EOI means this call for expressions of interest in relation to the Project on the terms of the Conditions, including all annexures, attachments, and schedules.

EOI Manager means the EOI manager appointed by the Authority referred to in the Details Table, as may be replaced from time to time.

EOI Process means the processes and procedures contemplated by, or pursuant to, this EOI including any further transaction phases, or any part of those processes and procedures.

EOI Response means an expression of interest in relation to the Project submitted in response to this EOI.

Evaluation Criteria means the criteria set out in Part C which will be used to evaluate and assess the EOI Responses.

Evaluation Panel means the group responsible for evaluating and assessing the EOI Responses.

Excluded Individual means any employee or contractor of the Authority listed in the Excluded Individual list located in the NSW Tenders page (which may be amended by notice in writing from time to time).

FATA Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

FIRB means the Foreign Investment Review Board.

FIRB Clearance means a no objection notice from the Commonwealth Treasurer or the FIRB in respect of the Project and proposed tenure arrangements in respect of the Site on:

- a) an unconditional basis; or
- b) with conditions with which the Respondent is willing to comply (acting reasonably).

Further Stage means, as the context requires:

- a) a further stage of the selection and nomination of one or more Shortlisted Respondents to participate in any further stage of the Project; and/or
- b) all or any part of the proposed transaction process for the appointment of one or more development partners for the Project.

GIPA Act means the *Government Information (Public Access) Act 2009* (NSW).

Government means:

- a) the federal government of Australia, or the government of any State or Territory in Australia;
- b) any government department, statutory body or organisation of the federal government of Australia, or the government of any State or Territory in Australia, and
- c) any local government body.

Guarantor means any person named in the Returnable Schedule as a guarantor (or proposed guarantor) of the Respondent's proposed obligations and liabilities.

Inducement means any gift, hospitality, offer of employment, benefit or reward.

Information Memorandum means the information memorandum with respect to the Project uploaded to the NSW Tenders website]

Intellectual Property Rights means any industrial and intellectual property rights throughout the world, including any copyright, invention, patent, design, trademark, service mark, domain name, trade secret, know-how, confidential information, circuit layouts, database or anything copied or derived from them.

Lodgement Portal means the lodgement portal specified in the Details Table.

Non-Conforming EOI Response means an EOI Response that the Authority considers in their absolute discretion is not a Conforming EOI Response.

NSW Tenders means the online NSW Tenders webpage (reference: BDA001283) relating to the Project, provided by the Authority as part of the transaction process being undertaken by the Authority in respect of the Project.

Participant means a person or persons, an entity, or entities:

- a) that has, or have, decision making rights in relation to the management or governance of an EOI Response; or
- b) is named or referred to in an EOI Response as a person who will participate in the Project by providing services, including construction or management services, or by providing commitments to lease or financial or other support to the EOI Response.

Probity Advisor means the Probity Advisor referred to in the Details Table, as may be replaced from time to time.

Project means the land release by the Authority of Enterprise Precinct.

Prohibited Entity means the persons or entities listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the *Charter of the United Nations Act 1945* (Cth) (which list, is available from the website of the Australian Department of Foreign Affairs and Trade).

Q&A Close means the last date for raising Questions for the Authority to answer as set out in the Details Table, as may be adjusted in accordance with these Conditions.

Q&A Process means the “Questions and Answers” process established in Section 5.3.

Questions means a question, enquiry, query, or request for information submitted by a Respondent in accordance with the Q&A process.

Related Respondents are Respondents who have in common one or more Participants, Respondent’s Personnel or Core Team Members and for this purpose separate Participants, Respondent’s Personnel or Core Team Members will be taken to be the same where the Authority forms the view that they are related having regard to the ultimate ownership and control of those Participants, Respondent’s Personnel or Core Team Members.

Respondent means a party who submits (or proposes to submit) an EOI Response or a party whom the Authority is calling on to submit an EOI Response with respect to the Project.

Respondent’s Personnel means the Respondent’s contractors, subcontractors, officers, employees, agents, and advisers.

Returnable Schedule means the returnable schedule attached to these Conditions.

Shortlist means the shortlist of Respondent(s) nominated by the Authority to participate in the Further Stage.

Site means the precinct sites referred to in the Details Table.

State means the State of New South Wales.

Technical Advisor means an adviser or consultant appointed by the Authority to provide specialist advice relating to one or more areas of expertise related to this EOI from time to time.

Transaction Document means legally binding document(s) setting out the rights and responsibilities between the Authority and any relevant third party in relation to delivery of the Project. The specific nature of the Transaction Documents may vary depending on the form of the proposed commercial and financial arrangement in respect of the Project.

Unsuccessful Respondent means a Respondent who is not Shortlisted.

1.2. Interpretation

In these Conditions, except where the context otherwise requires:

- a) the singular includes the plural and vice versa, and a gender includes other genders;
- b) another grammatical form of a defined word or expression has a corresponding meaning;
- c) a reference to a clause, paragraph, schedule, information table or annexure is to a clause or paragraph of, or schedule or information table or annexure to, these Conditions, and a reference to these Conditions includes any schedule or annexure;
- d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented, or replaced from time to time;
- e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- f) a reference to time is to Sydney time;
- g) a reference to a party includes the party’s executors, administrators, successors and permitted assigns and substitutes;
- h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- i) a reference to a statute, ordinance, code, or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these Conditions or any part of them;

- l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- m) headings are for ease of reference only and do not affect interpretation; and
- n) a right granted to the BDA may be exercised on its behalf by the Evaluation Panel (and vice versa).

1.3. Inconsistencies

If there is inconsistency among any of the parts of this EOI, the following order of priority will apply so that the higher ranked document will prevail to the extent of the inconsistency:

- a) any Addenda (in date order from most to least recent for multiple Addenda); then
- b) this EOI document.

2. Addenda and discrepancies

2.1. Addenda to EOI

- a) If for any reason the Authority, in its absolute discretion, requires the EOI to be amended before the Closing Time, an Addendum will be issued.
- b) In each case, an Addendum becomes part of the EOI.
- c) It is the obligation of the Respondent to verify if any Addenda were issued prior to the Closing Time, even if an EOI Response has already been submitted by the Respondent prior to the issue of the Addenda. Respondents must check the NSW Tenders page and download each Addendum.

2.2. Notification of discrepancies

- a) If a Respondent finds any material discrepancy or error in, or omission from, the Information Memorandum or the EOI, the Respondent must notify the Authority via email to bradfielddevelopment@deloitte.com.au
- b) The Authority is under no obligation to notify Respondents of any discrepancy or error in, or omission from, this EOI or the NSW Tenders page discovered by or notified to the Authority before or after the Closing Time.

3. Respondent entity

3.1. Legal entity of Respondent

- a) The Authority may ask the Respondent to provide evidence of its legal status. If the Respondent proposes to contract in its capacity as a trustee, such evidence may include copies of the relevant trust deeds. Any evidence requested must be provided within 3 Business Days of the request.

3.2. Small and Medium Enterprises & Aboriginal Owned Businesses

- a) The Authority encourages participation of small and medium enterprises, Aboriginal owned businesses and employers of disabled people wherever this is applicable to the requirements. This participation may be through direct engagement or through the Respondent's supply chain.
- b) Respondents should clearly indicate their status or inclusion of these business types as parties in the engagement for this requirement. The EOI Manager should be notified if any aspect of this EOI provides unnecessary barriers that effectively prohibit participation by these businesses.

3.3. Reputation of Respondent

- a) The Authority may undertake assessments to ensure that the Respondent does not pose a material reputational risk or will not cause damage to the Authority or the NSW Government. In particular, when considering whether transacting with, or the involvement in the Project of, a Respondent will pose a material reputational risk or cause damage to the Authority or the NSW Government, the Authority may carry out an investigation of Respondents which may include (without limitation):
 - (i) media searches;
 - (ii) ICAC searches;
 - (iii) litigation searches;
 - (iv) ASIC company searches;
 - (v) internet searches;
 - (vi) Fair Trading;
 - (vii) bankruptcy and/or insolvency searches or other credit checks; and
 - (viii) Prohibited Entity searches on the Department of Foreign Affairs and Trade Consolidated List.
- b) The Authority reserves the right to reject any EOI Response if the Authority considers the Respondent poses a material reputational risk or will cause damage to the Authority or the NSW Government.

3.4. ABN Requirements

The Respondent must have an ABN, unless otherwise approved in writing by the Authority.

3.5. Joint EOI response

- a) Two or more legal entities may lodge an EOI Response, including as a consortium. If so, they will be jointly and severally bound by the EOI Response.
- b) Where a joint EOI Response is lodged under paragraph a), any notice, order, direction, request or other communication which the Authority must or may give to a Respondent will be properly given to all persons being a Respondent if given to any one or more of such persons.
- c) Any notice, request or other communication given by one or more of such persons to the Authority under or in connection with this EOI will be deemed to have been given by and will bind all persons being the Respondent.

3.6. Change in Respondent

- a) A Respondent must notify the Authority and obtain the Authority's prior consent if the Respondent proposes to:
 - (i) substitute another legal entity to take over an EOI Response of the original Respondent;
 - (ii) assign the EOI Response to another legal entity;
 - (iii) change or vary the composition or ownership of the Respondent;
 - (iv) change or vary the shareholding in a Respondent; or
 - (v) change or vary any Participant, Core Team Member or Respondent's Personnel,
- b) The Authority may request that the Respondent provide the Authority with satisfactory evidence that the Respondent will be able to comply with its EOI Response.

- c) If the Authority is not notified or does not consent to any such change or variation, the Authority may, but is not obliged to, exclude the EOI Response by the relevant Respondent from further evaluation and assessment.
- d) The Authority reserves the right to refuse to allow any such change where in the Authority's view, the EOI Process may be prejudiced or compromised.

4. EOI Responses

4.1. How to lodge an EOI Response

- a) All EOI Responses must be lodged electronically via the Lodgement Portal and must be fully received by the Authority by the Closing Time. A Respondent, by electronically lodging an EOI Response, is taken to have accepted the terms and conditions of the Lodgement Portal.
- b) EOI Responses will be treated in accordance with the *Electronic Transactions Act 2000* (NSW). Respondents must be a registered user of the Lodgement Portal in order to submit a EOI Response. Registration guidance is available here: [Register as a supplier on Buy.NSW](#) and [Supplier Hub – For suppliers](#).
- c) Respondents may provide other additional materials in support of their EOI Responses if requested by the Returnable Schedule.
- d) Respondents must provide the information requested by the Returnable Schedule in adequate detail to allow evaluation and assessment.
- e) A Respondent must observe the following format for lodgements:
 - (i) EOI Responses must be submitted in the order presented in the Returnable Schedule in PDF format and any additional information may be appended to the EOI Response using a numbered referencing system;
 - (ii) EOI Responses and supporting materials must be in English;
 - (iii) the Respondent must not submit self-extracting (*.exe) zip files. If the Respondent compresses files, it must be possible to decompress the files using WinZip;
 - (iv) the Respondent must not change pre-existing text in the EOI Response other than to insert the requested information;
 - (v) the Respondent must not include any macros, applets, or executable code or files in the EOI Response;
 - (vi) the Respondent must ensure that electronically lodged files are free from viruses by checking the files with an up-to-date virus-checking program before lodging;
 - (vii) the Respondent may break down the lodgement of a large EOI Response into smaller packages if clearly identified e.g. package 1 of 3; 2 of 3; 3 of 3;
 - (viii) all file names must have an extension and not have invalid characters or file names/loading pathnames too long for the system as detailed on the Lodgement Portal;
 - (ix) page limits must be observed. The Authority reserves the right not to consider any pages provided in excess of an applicable page limit; and
 - (x) the EOI Response must be executed by the Respondent where indicated in a manner binding at law and in accordance with any instructions in the Conditions or the Returnable Schedule.
- f) The Respondent prepares and submits its EOI Response/s at its own cost and risk.

4.2. Issues with electronic lodgement

- a) If a Respondent experiences any persistent difficulty with the Lodgement Portal in relation to submitting an EOI Response or otherwise, it is encouraged to advise the EOI Manager promptly in writing via email.

- b) If there is an extended defect failure of the Lodgement Portal and the Authority is advised, the Closing Time may be extended provided that, in the view of the Authority, the EOI Process will not be compromised by such an extension.

4.3. Receipt of EOI Responses

- a) On receipt of EOI Responses lodged electronically to the Lodgement Portal, EOI Responses are encrypted and stored in a secure “electronic tender box”.
- b) For reasons of probity and security, the Authority and its agent are prevented from accessing the electronic tender box to ascertain whether EOI Responses have been received or for any reason, until after the Closing Time.
- c) The email receipt that is automatically generated to the system user upon successful lodgement of the EOI Response on the Lodgement Portal is the only receipt of lodgement provided.

4.4. Late EOI Response

The Evaluation Panel may accept or exclude an EOI Response that is submitted after the Closing Time from evaluation and assessment. In making its determination, the Evaluation Panel may consider the following:

- a) if the EOI Response was received after the Closing Time because of events beyond the Respondent's reasonable control;
- b) if the EOI Response was received after the C
- c) losing Time because of events beyond the Respondent's reasonable control;
- d) if the Respondent notified the EOI Manager before the Closing Time that its EOI Response would not be lodged before the Closing Time;
- e) whether the Respondent may gain a material competitive advantage as a result of its EOI Response being lodged after the Closing Time;
- f) whether the acceptance of a late EOI Response may compromise the integrity of the EOI Process; and
- g) any advice of the Probity Advisor in relation to the exclusion of the EOI Response.

4.5. Modification of EOI Response

- a) The Authority will only consider a modification of an EOI Response already lodged by a Respondent if the modification is lodged before the Closing Time, if the modification is requested or permitted by the Authority under clause 5.8 or 13.6 of these Conditions, or the Authority otherwise confirms (in its absolute discretion).
- b) All modifications must be in writing, executed and submitted before the Closing Time (or within the time nominated by the Authority if the modification has been requested after the Closing Time) in the same form and manner as the original EOI Response or as otherwise requested by the Authority.

4.6. Multiple EOI Responses

- a) Respondents will not be permitted to submit more than one EOI Response.
- b) In the instance a Respondent submits multiple EOI Responses, the later response will be taken as superseding the previous EOI Response(s), unless communicated otherwise by the Respondent.

4.7. Non-Conforming EOI Responses and inadequate EOI Responses

- a) The Evaluation Panel may evaluate and assess a Non-Conforming EOI Response or may exclude it from further evaluation and assessment.

- b) EOI Responses which do not contain sufficient information to permit a proper evaluation, or that do not clearly address the Evaluation Criteria may be excluded from the EOI Process without further consideration at the Authority's absolute discretion.

4.8. Change in circumstances

Respondents must inform the Authority via the EOI Manager of any material change to any of the information contained in the Respondent's EOI Response, and of any material change in circumstance which may affect the completeness or accuracy of any information provided in, or in connection with, the EOI. This includes any decision by the Respondent to withdraw their interest in the Enterprise Precinct.

5. Communication during the EOI Process

5.1. Access to and use of NSW Tenders page

Access to the NSW Tenders page will be subject to the NSW Tenders page Protocol.

5.2. Contact with the Authority

- a) Other than as expressly permitted under these Conditions:
 - (i) Respondents must only communicate with the Authority via the Q&A Process and
 - (ii) Respondents must not, without prior written approval from the Authority, make or otherwise initiate contact with any of the Authority's Personnel or any Technical Adviser.
- b) For the purposes of clauses 5.2(c) and 5.7, the Respondent must nominate a contact person who will be the only person authorised to contact and be contacted by the EOI Manager.
- c) Prior to the Closing Time, Respondents may only directly contact the EOI Manager for matters relating to the technical operation of the NSW Tenders page.
- d) It is the responsibility of Respondents to regularly log onto the NSW Tenders page to check for communications from the Authority.

5.3. Questions and answers (Q&As)

- a) All Questions from Respondents must be submitted via email to bradfielddevelopment@deloitte.com.au
- b) The Authority may, but is not obliged to, respond to any Questions received after the Q&A Close.
- c) Subject to this clause 5.3:
 - (i) the Authority may elect to respond to a Question by way of discussion and/or meeting, in accordance with clause 5.4;
 - (ii) all Questions and written responses to matters raised through the Q&A Process will be made available for viewing by all Respondents in the NSW Tenders page;
 - (iii) Questions published in the NSW Tenders page will be done so on an anonymous basis; and
 - (iv) Respondents must ensure that any question that they submit in the NSW Tenders page does not include personal or identifiable information in the question or in the subject line.
- d) If a Question is confidential including because it relates to the Respondent's Intellectual Property Rights:
 - (i) the Respondent must type the words "Confidential Question" in the subject box when submitting a Question through the Q&A Process; and

- (ii) the Respondent must include its justification as to why that Question should be a confidential Question.
- e) To the extent a matter raised by a Respondent has been nominated as being confidential in the Q&A Process, the Authority will determine whether it considers the matter to be confidential.
- f) If the Authority determines that a matter is confidential:
 - (i) the Authority may, through the Q&A Process:
 - (A) respond directly to the Respondent without making the Question and associated response available to all Respondents where the Authority considers that this will not provide the Respondent with a material competitive advantage or compromise the integrity of the EOI Process;
 - (B) decline to respond to the Question; or
 - (C) ask the Respondent to re-submit the Question on a non-confidential basis within a reasonable period of time after being notified of the Authority's decision; and
 - (ii) the Authority will take all reasonable steps to ensure that confidential information in the nature of know how or commercial-in-confidence information is not used or disclosed by it or any of the Authority's Personnel except in accordance with the Conditions.
- g) If the Authority determines that a matter which a Respondent considers to be confidential is not confidential, the Authority will notify the relevant Respondent, through the Q&A Process, that:
 - (i) the Authority does not consider the matter to be confidential;
 - (ii) it intends to make any Question and the associated response available to all other parties with access to the NSW Tenders page; and
 - (iii) the Respondent has an opportunity to withdraw the Question or otherwise re-submit the Question on a non-confidential basis within a reasonable period of time after being notified of the Authority's decision.
- h) Subject to this clause 5.3, the Authority will endeavour to respond in writing to Questions submitted by Respondents as quickly as reasonably practicable following receipt of the Questions where the Authority deems it appropriate to do so. However, the nature and content of the Questions will determine the time frame within which the Authority will be able to respond.

5.4. Discussions and meetings with Respondents

- a) The Authority or the Authority's Personnel may, if deemed appropriate by the Authority, have discussions and/or meetings with Respondents to answer queries and to clarify issues relating to this EOI.
- b) If the Respondent wishes to request a discussion and/or meeting with the Authority or the Authority's Personnel, the Respondent must request the discussion through the Q&A Process and must state the specific matters requested to be addressed.
- c) If the Authority holds a discussion or meeting with one or more Respondents:
 - (i) the Authority is under no obligation to discuss any matter with a Respondent;
 - (ii) nothing that occurs at a meeting or is discussed between the Authority or the Authority's Personnel and a Respondent may be relied upon by that Respondent;
 - (iii) subject to clauses 5.4c)(v) and 5.4c)(vi), the Authority may inform other Respondents of any matter discussed at any meeting including the substance of that discussion;
 - (iv) to the extent the Authority or the Authority's Personnel provides written clarifications and responses to the matters discussed between the Authority or the Authority's Personnel and the Respondents, those written clarifications and responses may be published in the NSW Tenders

page as set out in clause 5.3;

- (v) the Authority will comply with any legal requirements regarding the use of any information which attracts Intellectual Property Rights protected at law (e.g. patents, registered designs or copyright) to the extent it is identified as such by the Respondent in relation to any matter discussed at any such meeting; and
- (vi) the Authority will take all reasonable steps to ensure that any confidential information in the nature of know how or commercial-in-confidence information which is so identified by any Respondent at any meeting is not used or disclosed by it or any of the Authority's Personnel except in accordance with the terms of this EOI.

d) If the Authority convenes a meeting with a Respondent, the Probity Advisor will attend.

5.5. No contact with NSW Government or a media outlet

- a) Respondents and their Core Team Members, Participants and Respondent's Personnel must not under any circumstances contact:
- (i) the Government of New South Wales;
 - (ii) any Minister of the Government of New South Wales;
 - (iii) any elected representative of the Government of New South Wales;
 - (iv) any Public Service Senior Executives;
 - (v) any Government department, statutory body or organisation of the Government of New South Wales;
 - (vi) any board member of the Authority; or
 - (vii) any company or organisation that publishes or disseminates information or commentary through any media channel including newspapers, television, radio, or any information technology (IT) platform including any form of social media,

to discuss this EOI, the preparation of an EOI Response or any other element of the EOI Process without the prior consent of the Authority.

- b) If a Respondent breaches this clause 5.5, the Authority may determine that any EOI Response from that Respondent may be excluded from further evaluation and assessment.

5.6. Briefing of Respondents

The Authority may offer any Respondents to attend a briefing session which will provide a further explanation of the EOI Process and the Project.

5.7. Enquiries after Closing Time

On and from the Closing Time, all enquiries concerning this EOI must be made through the EOI Manager, as specified in the Details Table or otherwise notified to the Respondents.

5.8. Interactive Process

- a) The Authority may at any time (including as part of the evaluation and assessment process or after evaluation):
- (i) request any Respondent to submit additional information or provide more details and information

about:

- (A) matters relating to the Evaluation Criteria; and
 - (B) its ability to complete and fulfill obligations under an EOI Response submitted by that Respondent;
- (ii) request any Respondent to make one or more formal presentations or participate in an interview or workshop;
 - (iii) request clarification or further information regarding any EOI Response;
 - (iv) request any Respondent to review, improve and/or enhance parts of its EOI Response;
 - (v) request a Respondent to enter into discussions or negotiations with the Authority (and undertake those discussions or negotiations);
 - (vi) discontinue negotiations with any Respondent at any time for any reason including (without limitation) any disclosure made under, or in breach of, or incorrect misleading or inaccurate statement in a Returnable Schedule, without having to provide reasons;
 - (vii) enter into Transaction Documents with any person (including, without limitation, a Respondent) without proceeding to a Further Stage;
 - (viii) provide additional information or clarification to Respondents;
 - (ix) request any information regarding any Respondent or any EOI Response from:
 - (A) any referee nominated by a Respondent; or
 - (B) any other third party; or
- b) The Respondent must respond promptly, in writing, to all such requests.
 - c) The Authority may exercise any of its rights in clause 5.8(a) with respect to one or more Respondents at the same time.
 - d) The Authority's decision to exercise any or none of the rights in clause 5.8(a) is final and the Authority will not be liable to a Respondent because it has exercised any or none of its rights in these Conditions. Respondents have no rights to participate in any such processes.
 - e) If the Authority requests, any Respondent invited to enter into discussions or negotiations with the Authority must sign a negotiation protocol in relation to such processes and containing such terms and conditions as the Authority reasonably determines.

6. Evaluation of EOI Responses

6.1. Evaluation Criteria

- a) The Evaluation Panel will evaluate and assess EOI Responses on the Evaluation Criteria.
- b) The Evaluation Criteria are not listed in any order of importance and priority to the Authority. Each criterion is considered important.
- c) Weightings and other evaluation methodology that the Evaluation Panel may apply to the Evaluation Criteria will not be released to Respondents.
- d) Where the Authority or the Evaluation Panel has direct experience with a Respondent or independently verified information about the Respondent (including from the Respondent's nominated referees) which is not disclosed in its EOI Response, the Authority or Evaluation Panel may use information in relation to the performance of a Respondent arising out of such experience or that independently verified information in

the assessment of Respondents or EOI Responses in the same way as if the Respondent has nominated that experience or information in its EOI Response.

- e) The Authority reserves the right to exclude from further evaluation and assessment any EOI Response which does not address one or more of the Evaluation Criteria, or which is identified as achieving a rating of “Low” or less against any one or more of the Evaluation Criteria (according to the Authority’s scoring framework, which will not be released to Respondents).

6.2. Evaluation and assessment of EOI Responses

- a) The evaluation and assessment of EOI Responses will be the responsibility of an Evaluation Panel appointed by the Authority (which may be comprised of or include representatives of the Authority). The Evaluation Panel may be assisted by independent advisers. A Probity Advisor will attend all Evaluation Panel meetings.
- b) The terms of reference for the Evaluation Panel will include, but not be limited to, the following:
 - (i) to evaluate EOI Responses in accordance with the Evaluation Criteria;
 - (ii) to recommend the Respondents (if any) that may be invited to participate in any of the processes referred to in clauses 5.8, 7.2 and 13.6; and
 - (iii) to recommend a Shortlist.
- c) Nomination of the Shortlist will be made by the Authority taking into account the recommendations of the Evaluation Panel.

7. Outcome of EOI Process

7.1. Shortlisting

The Authority will, subject to its rights under clauses 5.8, 13.6 and this clause 7, notify the Shortlist that it has been nominated to proceed to the Further Stage. The Authority does not intend to enter into Transaction Documents with an occupant other than owner occupiers. Rather, the Authority intends to enter into Transaction Documents with one or more development partners (pursuant to a Further Stage), with such development partner(s) potentially entering into agreement for lease and/or lease arrangements with one or more Shortlisted Respondents or other third parties.

Without limiting any other right of the Authority, Respondents consent to the information contained in their EOI Response, or otherwise obtained by the Authority in connection with this EOI Process, being disclosed by the Authority to third parties, including (without limitation) any participant in any subsequent developer focused market process in relation to the Enterprise Zone and the Authority’s development partner for the City Precinct.

7.2. Negotiating in good faith

- a) Without limiting the Authority’s right to later nominate a Shortlist and carry out a Further Stage, the Authority may elect to negotiate a private agreement with one or more Respondents (**Preferred Respondent**) rather than proceed with the Shortlist or a Further Stage. If so, each Preferred Respondent must:
 - (i) negotiate in good faith with the Authority to agree on commercial issues and to agree and finalise the Transaction Documents;
 - (ii) co-operate with the Authority and the Authority’s Personnel; and
 - (iii) use their best endeavours, to ensure that detailed negotiations and execution of the Transaction Documents to implement the EOI Response of the Preferred Respondent is completed by the date (reasonably) nominated by the Authority.
- b) The Authority may select a Respondent as a “reserve” (**Reserve Respondent**) to commit to negotiate with the Authority if negotiations with the Preferred Respondent are terminated.

- c) If a Respondent is appointed as a Reserve Respondent, it must maintain its EOI Response in the event that the Authority and the Preferred Respondent(s) are unable to reach agreement on the form of a relevant Transaction Document during the negotiation period nominated by the Authority.
- d) Notwithstanding that the Authority have selected one or more Preferred Respondent(s), the Authority reserves the right to open negotiations with any of the other Respondents or any other person at any time in respect of the Project or to nominate the Shortlist to proceed to the Further Stage.
- e) Nothing in this EOI obliges the Authority to disclose negotiations with any Respondent or any other person to other Respondents.
- f) Negotiations with a Respondent may be discontinued by the Authority at any time and without giving reasons.
- g) If the Authority requests, any Respondent invited to enter into discussions or negotiations with the Authority must sign a negotiation protocol in relation to such processes and containing such terms and conditions as the Authority reasonably determines.

7.3. Withdrawing from negotiations

- a) The Authority may withdraw from negotiations with a Respondent without giving reasons for the withdrawal. In this event, the Authority may still Shortlist that Respondent.
- b) A Respondent may withdraw from negotiations by notifying the Authority in accordance with the negotiation protocol.
- c) If a Shortlisted Respondent withdraws from negotiations it is no longer a Shortlisted Respondent (unless otherwise agreed by the Authority).

7.4. Unsuccessful Respondent

- a) Upon selection of the Shortlist, the Authority will notify those Respondents which have not been Shortlisted.
- b) An Unsuccessful Respondent is not entitled to any redress against the Authority, and (without limiting the Authority's rights) the Authority's decision will be final. No Unsuccessful Respondent has any redress or claim against the Authority as a result of the Authority exercising any or all of its rights.
- c) Respondents will have no claim against the Authority for any costs or expenses in connection with any EOI Response or this EOI.

8. Respondent conduct

8.1. Conflict of interest

Respondents must advise the Authority immediately of any conflict of interest in relation to this EOI, including (without limitation) in relation to their Core Team Members or Participants, whether actual or perceived, which exists or arises or has the potential to arise.

If the Authority is of the opinion that any such conflict of interest exists or could reasonably exist, the Authority may exclude the EOI Response from further evaluation and assessment or impose conditions for the continued participation of the relevant Respondent.

8.2. Issues with conduct

- a) Respondents must, and must ensure that their Core Team Members, Participants and Respondent's Personnel:

- (i) refrain from making an approach or an offer of employment to any Excluded Individual at any time before the Respondent's participation in the EOI Process and any Further Stage or subsequent transaction process related to the EOI Process comes to an end;
- (i) not, in connection with this EOI, the EOI Process, a submitted EOI Response or any subsequent transaction process related to the EOI Process:
 - (A) approach any of the Authority's Personnel or Technical Advisers;
 - (B) offer any Inducement to any public servant or employee, agent or subcontractor of the Authority or the NSW Government;
 - (C) engage in any collusive bidding or anti-competitive conduct with any person, or any other dishonest, unfair, unconscionable, unethical, improper, or unlawful conduct whether in relation to the EOI Process or not;
 - (D) use the improper assistance of any of the Authority's Personnel or use information obtained unlawfully, unethically or in breach of an obligation of confidentiality to the Authority;
 - (E) make any false or misleading statements;
 - (F) have an improper conflict of interest; or
 - (G) propose goods or services (including components of these) that have been or will be produced using 'the worst forms of child labour' as defined under ILO Convention 182;
- (ii) comply with any laws and these Conditions; and
- (iii) not have a record or alleged record of unethical behaviour, including having committed any corrupt conduct in the meaning of the *Independent Commission Against Corruption Act 1988* (NSW).
- b) The Respondent must provide the EOI Manager with information concerning any matters referred to in clause 8.2a) as soon as it becomes aware of it.
- c) The Authority may involve the Australian Competition and Consumer Commission (ACCC) to provide assistance to the Authority in relation to any competition issues concerning this EOI Process, a Respondent or related to an EOI Response.
- d) If the Respondent, its Core Team Members, Participants or Respondent's Personnel have engaged in any of the conduct referred to in clause 8.2a), in addition to any other remedies available under law or any agreement, the Authority may, in its absolute discretion:
 - (i) exclude from further evaluation and assessment a Respondent and any EOI Response lodged by the Respondent;
 - (ii) invite a relevant Respondent to provide written comments within a specified time before the Authority excludes the Respondent on this basis; and/or
 - (iii) require the Respondent to commit to undertake such measures as may be recommended by the Probity Advisor.

8.3. Modern Slavery

- a) Respondents will be required to demonstrate compliance with the *Modern Slavery Act 2018* (NSW) and the *Modern Slavery Act 2018* (Cth).
- b) Further information may be sought from Respondents in a Further Stage about the Respondent's compliance, procedures and policies relating to the Modern Slavery Acts.

8.4. Changes to Consortium

After submission of an EOI (including at any time after the notification of the Shortlist and during the RFP), the formation of, or changes to, a consortium by a Respondent is only permitted with the consent of the Authority and may be subject to conditions imposed by the Authority (each in its absolute discretion).

9. FIRB Clearance

9.1. Own enquiries regarding prohibition

Each Respondent must make and rely on its own enquiries and advice in relation to whether or not the Commonwealth Treasurer could prohibit the Respondent taking a licence, lease or other interest in the Enterprise Precinct under the FATA Act and whether the Respondent requires FIRB Clearance.

9.2. Conditional EOI Response

The Authority may, without providing reasons, exclude from evaluation and assessment an EOI Response which is conditional on the Respondent obtaining FIRB Clearance prior to taking a licence, lease or other interest in the Enterprise Precinct. The Authority's decision as to whether to exclude such an EOI Response from further evaluation and assessment is final, and the Authority will not be liable to a Respondent because the Authority has or has not exercised this right.

10. Foreign Relations Act

- a) Where a Respondent is a “core foreign entity” or a “foreign entity” as defined in *Australia's Foreign Relations (State and Territory Arrangements) Act 2020* (Cth), then prior to the Respondent entering into any arrangement with the Authority, the Authority may be required to notify the Australian Minister for Foreign Affairs for approval.
- b) If the Australian Minister for Foreign Affairs rejects any such arrangement, then the Authority and the Respondent must not enter into the relevant arrangement.
- c) The Authority will not be liable to a Respondent if the Australian Minister for Foreign Affairs rejects any such arrangement.

11. NSW Government requirements

11.1. Privacy and Personal Information Protection Notice

- a) Respondents are advised that all (if any) personal information required to be provided with their EOI Response is intended only for use by the Authority for the purpose of the assessment of EOI Responses. The information will be stored by the Authority in accordance with the requirements of the *State Records Act 1998* (NSW) and/or the *Privacy and Personal Information Protection Act 1998* (NSW).
- b) If the Respondent provides any Sensitive Information (as defined in the *Privacy Act 1988* (Cth) (in this section 11.1, the Act)) to the Authority or the NSW Government in connection with the Respondent's EOI Response, the Respondent warrants to the Authority and the NSW Government that the Respondent has:
 - (iv) obtained the consent of each individual about whom any Sensitive Information is provided; and
 - (v) ensured or will ensure, within the time required by the Act, that each individual about whom any Sensitive Information is provided has received a written statement setting out all the matters required

by National Privacy Principle 1.3:

- (A) in relation to disclosure of the Sensitive Information to the Authority or the NSW Government or any advisor of either of them requiring the information for the purposes set out in subparagraph (B); and
 - (B) disclosing that the entities referred to in subparagraph (A) shall use the Sensitive Information for the purposes of assessing the Respondent's EOI.
- c) Respondents must comply with the provisions of the Act in relation to any Sensitive Information provided to them by the Authority or the NSW Government and any advisor of either of them.

11.2. Government Information (Public Access) Act 2009

- a) Respondents are advised that information provided with their EOI Response is subject to the requirements of the GIPA Act. An outline of these requirements can be found at <https://legislation.nsw.gov.au/view/html/inforce/current/act-2009-052>
- b) Respondents acknowledge that the Authority, the Authority's Personnel and the NSW Government will not be liable to any Respondent upon any claim arising out of, or in any way connected with, the disclosure of any information by the Authority in accordance with the GIPA Act.

11.3. Exchange of Information between Government Agencies

- a) Lodgement of an EOI Response will itself be an authorisation by the Respondent to the Authority to make available, on request, to any NSW Government agency information. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of contract.
- b) The provision of the information by the Authority to any other NSW Government agency is agreed by the Respondent to be a communication falling within section 30 of the *Defamation Act 2005* (NSW), and the Respondent shall have no claim against the Authority and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Respondent arising out of the communication.
- c) To clarify, information that may be collected, exchanged and used in accordance with this provision includes "personal information" about the Respondent for the purposes of the *Privacy and Personal Information Protection Act 1998* (NSW). Lodgement of an EOI Response will be an authorisation by the Respondent to the Authority to collect such information from third parties, and to use and exchange such information in accordance with this clause 11.3.

11.4. Intellectual Property

- a) A Respondent should clearly indicate if any part of its submission constitutes intellectual property, as recognised and protected by law. Any claim by a Respondent that information constitutes intellectual property will be assessed and a Respondent may be asked to establish its proprietary interest before the claim is accepted. Despite any intellectual property or ownership rights that may apply to Respondents, the Authority will be entitled to retain all EOI Responses (including models and drawings) and all correspondence and other materials received from or on behalf of Respondents. The EOI Responses (and all Intellectual Property Rights and moral rights associated with the EOI Responses) will become the property of the Authority on lodgement.
- b) All Intellectual Property Rights in this EOI and any documents provided to Respondents as part of the EOI Process, including Disclosure Materials (**Information Documents**) are owned by and will remain the property of the Authority and its licensors. The Authority gives Respondents no rights in this EOI or the Information Documents. Respondents must not copy, use or otherwise deal with this EOI or the Information Documents, except as reasonably necessary for Respondents to respond to this EOI, unless the Authority gives prior written consent.

12. Probity

12.1. Role of Probity Advisor

- a) The Probity Advisor has been appointed to:
 - (i) overview the processes and procedures contemplated by this EOI; and
 - (ii) administer all probity issues arising from this EOI and negotiations and discussions arising from it.
- b) The Probity Advisor will not form part of the Evaluation Panel and will not be involved in the evaluation and assessment of any EOI Response as a scorer, but will be an independent observer of the EOI Process.
- c) If any Respondent, or any person proposing to lodge an EOI Response, has concerns about the conduct or probity of the processes and procedures of this EOI they should raise them at the earliest opportunity with the Probity Advisor. The Probity Advisor may consider the matter and make an appropriate recommendation to the Authority. Any action taken as a result of such process will be at the discretion of the Authority.

12.2. Probity procedures

The Authority reserves the right to require any Respondent, or any potential Respondent, to implement appropriate procedures and measures to ensure the probity and competitiveness of the processes contemplated by this EOI, including separation barrier arrangements, the appointment of an independent Probity Advisor and the execution of appropriate probity deeds by the Respondent, Core Team Members, and Participants.

12.3. Related Respondents

The Authority intends to ensure that the probity, competitiveness, or cost of the selection process are not materially impacted by relationships between Respondents, Core Team Members, Participants or between the people, bodies or entities that comprise Respondents. Without limiting clause 12.2, if the Authority considers the probity, competitiveness or cost of the selection process may be materially impacted upon by such relationships, then the Authority may require Respondents, Core Team Members, Participants or the people, bodies or entities that comprise Respondents to:

- a) provide relevant clarifying information;
- b) put internal governance arrangements and procedures in place to address any of the Authority's probity, competitiveness, or cost concerns, and to comply with such arrangements and procedures; and
- c) provide certifications of compliance with all such arrangements and procedures.

13. Miscellaneous

13.1. Costs and expenses

Each Respondent must pay its own costs and pay all duty in connection with this EOI and/or the development, preparation, submission, execution, and completion of any EOI Response or other documents delivered to the Authority in accordance with these Conditions, including attending meetings, negotiations, discussions and providing additional information or enhancements if required.

13.2. Confidentiality

- a) These Conditions and all information supplied to or obtained by the Respondent in relation to this EOI must be kept confidential by the Respondent and may not be disclosed to any person except:

- (i) to the Respondent's Core Team Members, Participants or Respondent's Personnel (as required) retained by the Respondent in relation to the EOI Response;
 - (ii) with the consent of the Authority;
 - (iii) if required by law or a stock exchange (and then only after the Authority is informed of such proposed disclosure and has had an opportunity to negotiate the terms of that disclosure in good faith);
 - (iv) in connection with legal proceedings relating to this EOI Response; or
 - (v) if the information is generally and publicly available otherwise than as a result of a breach of this clause or another confidentiality obligation.
- b) The Respondent must, and must procure that its Core Team Members, Participants and Respondent's Personnel:
- (i) keep confidential these Conditions and all information supplied to or obtained by the Respondent, the Core Team Members, Participants or Respondent's Personnel in relation to this EOI; and
 - (ii) not disclose or publicise any part of an EOI Response or any information in connection with an EOI Response without obtaining the Authority's prior written consent.
- c) This clause continues to bind each Respondent despite the Authority shortlisting any other Respondent, the Transaction Documents being entered into or the EOI Process or a Respondent's involvement in the EOI Process otherwise coming to an end.
- d) The Authority may (but is not obliged to) exclude a Respondent's EOI Response from further evaluation and assessment in the event of a Respondent breaching this clause 13.2.

13.3. Governing law and jurisdiction

This document is governed by the laws of New South Wales. The Respondent irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

13.4. Complaints procedure

Should any entity feel that it has been unfairly excluded from participating or unfairly disadvantaged, it is invited to write to:

Chief Executive Officer
 Bradfield Development Authority
 50 Belmore Street
 Penrith NSW 2750

The ability of any entity to contact the Chief Executive Officer is additional to, and does not limit, that entity's ability to contact the Probity Advisor as contemplated in these Conditions.

13.5. No legal obligations

This EOI constitutes a call for expressions of interest to submit EOI Responses. This EOI does not constitute an offer capable of legal acceptance and creates no legally enforceable obligation on, nor is there any contract involving the Authority despite any obligation, duty or responsibility whether enforceable or otherwise which this EOI purports to impose on, or is accepted by, the Authority.

In particular, the Authority is not obliged to proceed with any process contemplated by this EOI or any other process,

activity or thing referred to, or contemplated by, this EOI or otherwise related to the Project. To the maximum extent permitted by law, any obligations and liabilities which may otherwise be implied or imposed on the Authority under contract, in equity, by statute or otherwise are excluded.

13.6. The Authority's rights

- a) In addition to its rights set out elsewhere in these Conditions, the Authority, in its absolute discretion, may at any time and without giving reasons:
- (i) withdraw, vary, replace, amend, suspend, discontinue, or terminate in whole or in part the Project, the EOI or the EOI Process, including changing any date or period specified in this document;
 - (ii) evaluate or exclude from the EOI Process any Respondent or EOI Response, including a Respondent or EOI Response which has not complied with any requirement of this EOI, an EOI Response that is late, a Non-Conforming EOI Response, or is otherwise unacceptable (as determined at the Authority's sole discretion);
 - (iii) inform or not inform a Respondent of any issues with its EOI Response;
 - (iv) invite or not invite a Respondent to address any issues or otherwise review, improve or enhance its EOI Response;
 - (v) seek further information or clarification from a Respondent regarding information or material that the Authority considers is relevant to the EOI Response;
 - (vi) request any information regarding any Respondent or any EOI Response from any referee nominated by a Respondent;
 - (vii) invite one or more Respondents to engage in discussions, meetings, interviews or workshops with the Authority or make a presentation to the Authority regarding their EOI Response, engage in those discussions, meetings, interviews, workshops or presentations on terms that the Authority may reasonably impose;
 - (viii) provide additional information or clarification to Respondents;
 - (ix) allow or not allow another legal entity to take over an EOI Response in substitution for the EOI Response of the original Respondent or take an assignment of an EOI Response in accordance with clause 3.6;
 - (x) conduct or not conduct further steps as part of this EOI Process without obliging the Authority to invite all or any of the Respondents whose EOI Responses have been set aside from further evaluation to participate;
 - (xi) conduct or not conduct any further transaction stage (including RFP, direct negotiations, request for offer) following this EOI or any further transaction process in the future in relation to the subject matter of this EOI (either in the manner contemplated in this EOI or at all), and invite or not invite one or more Respondents to participate;
 - (xii) conduct any further transaction stage (including RFP, direct negotiations, request for offer) following this EOI in relation to only part of the opportunity the subject of this EOI (either on its own or in addition to any further transaction stage for all or any other part(s) of the site);
 - (xiii) negotiate with or enter into Transaction Documents with a Respondent or any other person at any time; and/or
 - (xiv) re-open and / or release one or more subsequent EOI processes for the same or a similar opportunity.

- b) The Authority may exercise any power, right, discretion or remedy (however described) under this EOI, in its absolute discretion and with respect to one Respondent only or to multiple Respondents at the same time, unless these Conditions expressly contemplate otherwise.
- c) The Authority's decision to exercise any or none of the rights in these Conditions is final and the Authority is not obliged to give reasons for any decision.
- d) The Authority reserves the right to accept an EOI Response that is not in accordance with these Conditions.
- e) Respondents will not have any right to appeal against any decision made by the Authority in relation to this EOI Process.
- f) A Respondent must respond promptly, and in writing, to all requests under this section 13.6.

13.7. Respondent's risk and acknowledgements

- a) The Respondent acknowledges it is participating in this EOI Process at its sole risk and cost and that the Authority is not liable to it for any expenses, costs or losses incurred by it in connection with this EOI Process, including, but not limited to, where the EOI Process has been discontinued or there is or was an error or omission in the EOI or any information provided or received by the Respondent from any person in connection with the EOI.
- b) While the information in this EOI has been formulated with all due care, the Authority does not warrant or represent that this EOI, the Information Memorandum or any Disclosure Materials provided to Respondents are free from errors or omissions. The information is made available on the understanding that each of the Authority and the Authority's Personnel will have no liability (including liability by reason of negligence) for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the information and whether caused by reason of any error, omission or misrepresentation in the information or otherwise.
- c) Respondents are responsible for conducting their own due diligence and making their own independent investigations and forming their own independent judgements, interpretations, conclusions, evaluations and deductions about any information or data in this EOI or any information provided or received by the Respondent from any person in connection with the EOI, and Respondents should examine all information relevant to the risks, contingencies and other circumstances that could affect their EOI Response, including (without limitation) the obtaining of appropriate legal, financial or other expert advice in relation to such information.
- d) By submitting an EOI Response, a Respondent acknowledges that:
 - (i) it is bound by these EOI Conditions;
 - (ii) it has examined these Conditions, the Information Memorandum and other information made available in the NSW Tenders page or otherwise in writing by the Authority, the Agent or the Authority's Personnel to Respondents for the purpose of this EOI and satisfied itself as to their correctness and sufficiency;
 - (iii) it has examined all information relevant to the risks, contingencies and other circumstances affecting its EOI Response; and
 - (iv) it has satisfied itself as to all matters and things relating to the Project as appropriate including any development or other approval which may be required in connection with the Project.
- e) The Respondent acknowledges and agrees that the Authority may rely on any statements made by the Respondent (including its Core Team Members, Participants and Respondent's Personnel). The statements that the Authority may rely on include those contained in the EOI Response and those made in any written or verbal communications or in any negotiations with the Authority.

Bradfield Development Authority

50 Belmore Street
Penrith NSW 2750

T: 1800 312 999
E: bradfielddevelopment@deloitte.com.au
W: nsw.gov.au/bradfield-development-authority
