

27 October 2025

# Request for Proposal

Former Melbourne Market Site Lease Area 5:  
Footscray Road, West Melbourne, VIC 3003

Port of Melbourne



The Port of Melbourne acknowledges Aboriginal and Torres Strait Islander Peoples as the Traditional Custodians of the Land, Rivers and Sea. We acknowledge and pay our respects to Elders; past, present and emerging of all Nations.

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This document and accompanying material are for guidance only and do not constitute a representation or an offer by PoM to enter into any contract with the Respondent. The purpose of this document is to provide Respondents with information to assist in the formulation of their submissions. PoM does not warrant that the information provided is all the information a Respondent requires for the purpose of their submission.

Each Respondent must make its own independent assessment and investigation and should not rely on anything contained in this document or any accompanying material without satisfying itself by inspection or otherwise as to the significance, accuracy and completeness of the information provided, and, if appropriate, seeking other advice from appropriate sources.

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The Released Parties:

- will not be liable to any person or entity; and
- are released by each Respondent in relation to any claim it may have against PoM and/or PoM's representatives,

under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any cost, loss, expense or damage which may arise from or be incurred or suffered as a result of anything contained in or omitted from this document and/or any accompanying material, any matter deemed to form part of this document and/or any accompanying material, any information supplied by or on behalf of PoM, or otherwise arising in any way from the RFP Process.

All projections contained in this document include assumptions as to facts and events which are beyond the control of any of the Released Parties including, without limitation, the timely receipt of various approvals and the continuation of certain provisions of the law.

The material in this document supersedes all other information and material previously supplied in the past. Further, by taking possession of this document and accompanying material, Respondents are acknowledging and agreeing that they will not rely on any previous information supplied to them by PoM. All information and statements contained in this document are subject to the detailed provisions of the Lease for the Site and are qualified in their entirety by reference to the Lease. This document and accompanying material do not in any way constitute a recommendation, representation or warranty by any of the Released Parties for a Respondent to submit a Proposal for the Site.

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Where information in this document includes references to a source, Respondents should refer to that source.

References to, and summaries or explanations of, legislation and subordinate legislation and documents which appear in this document and accompanying material are provided for convenience only and are only intended to be indicative in nature. They do not purport to identify all relevant legislation or subordinate legislation or contractual provisions relevant to a particular matter, or to be comprehensive summaries or explanations. Respondents should obtain their own legal advice in relation to the identification and operation of legislation and subordinate legislation and of the acquisition documents regulating or affecting a particular activity or matter.

Statements or assumptions in this document and accompanying material concerning future performance of the operations of the Port or otherwise may or may not prove to be correct and estimates or forecasts contained in this document and accompanying material may become out-dated.

# Definitions

Unless the context otherwise requires, in this RFP the following expressions have the following meanings:

| Term                             | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Access Road</b>               | The access road proposed to be delivered by PoM described in Section 1.2.7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>AEST</b>                      | Australian Eastern Standard Time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>AEDT</b>                      | Australian Eastern Daylight Savings Time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Assessment Criteria</b>       | The criteria set out in Section 2.5 that will be used to evaluate Proposals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Charter</b>                   | PoM's Tenancy Customer Charter as described in Section 1.9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Conditions of Proposal</b>    | The conditions of this RFP set out in Section 2 Conditions of Proposal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Confidentiality Deed Poll</b> | The form of confidentiality deed poll in favour of PoM in connection with this RFP, which PoM will provide upon request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Court Bowl</b>                | The road proposed to be delivered by PoM described in Section 1.2.7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Head Lease</b>                | The lease arrangement described in section 1.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Key Commercial Terms</b>      | <p>Key Commercial Terms include the following:</p> <ul style="list-style-type: none"> <li>• The area and location of the Lease Area,</li> <li>• The term of the Lease and any option periods,</li> <li>• The permitted use of the Lease Area,</li> <li>• The commencing rent,</li> <li>• Incentives (any initial rent free periods or abatements),</li> <li>• Rent reviews (annual rental escalation),</li> <li>• The market rent review process including the applicability of any ratchet mechanism, and</li> <li>• The proposed outgoings clauses to be included in the Lease, including the amount of any management fee to apply, and</li> <li>• Any proposed variations to the Lease.</li> </ul> |
| <b>Landlord's Works</b>          | The works to be undertaken by PoM on or adjacent to the Site described in Section 1.2.3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>LAPT</b>                      | Lonsdale Asset Property Pty Limited ACN 614 295 582 as trustee for the Lonsdale Asset Property Trust                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Lease</b>                     | The form of lease set out in Annexure 3.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Lease Area</b>                | The land which is the subject of this RFP, being the part of the Site shown as Lease Area 5 in Figure 2 in Section 1.2 (being part of the land contained in Certificate of Title Volume 11900 Folio 792).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Lease Tenure</b>              | Lease expiry offered to 30 <sup>th</sup> October 2046, with nil options                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>PoM</b>                       | Port of Melbourne Operations Pty Ltd ACN 610 925 178 as trustee for the Port of Melbourne Unit Trust                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

| Term                         | Definition                                                                                                                                                                                                                                                |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Port</b>                  | The area defined as the port of Melbourne in the <i>Port Management Act 1995 (Vic)</i> , and any other area owned, controlled or managed by PoM from time to time.                                                                                        |
| <b>Preferred Respondent</b>  | One or more Respondents with whom PoM (in its absolute discretion) elects to enter into Lease negotiations.                                                                                                                                               |
| <b>Proposal</b>              | A proposal in relation to the Site submitted by Respondents in response to this RFP.                                                                                                                                                                      |
| <b>Proposal Documents</b>    | All documents submitted by the Respondent and forming part of a Proposal.                                                                                                                                                                                 |
| <b>Released Parties</b>      | PoM, LAPT and their respective directors, officers, employees and consultants.                                                                                                                                                                            |
| <b>Respondent</b>            | A person who submits a Proposal in response to this RFP.                                                                                                                                                                                                  |
| <b>RFP</b>                   | This Request for Proposal including all annexures and attachments to this document.                                                                                                                                                                       |
| <b>RFP Commencement Date</b> | Monday 27 <sup>th</sup> October 2025                                                                                                                                                                                                                      |
| <b>RFP Closing Date</b>      | Friday 5 <sup>th</sup> December 2025                                                                                                                                                                                                                      |
| <b>RFP Process</b>           | PoM's process of issuing the RFP, receiving and evaluating Proposals.                                                                                                                                                                                     |
| <b>RFP Response Form</b>     | A proposal response form set out in Annexure 3.4 including the Schedules (Schedule 1 – Schedule 6) therein a Respondent must complete and submit as part of this RFP process to be considered for evaluation.                                             |
| <b>Site</b>                  | The land shown in Figure 1 in Section 1.2 and known as the Former Melbourne Market Site located at Footscray Road, West Melbourne, VIC 3003 (being part of the land contained in Certificates of Title Volume 11900 Folio 792 and Volume 11113 Folio 705) |
| <b>TEU</b>                   | Twenty-foot Equivalent Unit                                                                                                                                                                                                                               |

# 1 Details of Lease Offering

## 1.1 Introduction

Port of Melbourne is Australia's largest container port and is one of Victoria's most important assets, critical to Victoria's future economic growth and development. The Port is Australia's largest capital city container and general cargo port, handling approximately 3.4 million TEU. As part of PoM's stewardship obligations, it is required to ensure that Port capacity can meet the future demands of Victoria's growing economy.

PoM has secured a long-term lease with the Victorian Government for the former Melbourne Market Site until 31 October 2066 (**Head Lease**) in line with its existing 50-year lease of the Port. This represents the Port's largest expansion since the Port lease was granted in 2016.

The strategic transformation of the Site will play a critical role in preserving the Port as the key trade gateway for Southeastern Australia, while the establishment of port functions at this site will seek to improve traffic in the area and complement the West Gate Tunnel when it opens.

As manager of the Port, PoM is pleased to invite proposals to lease for Lease Area 5 at part of the Site. The invitation is extended on the basis of the Conditions of Proposal (Section 2) forming part of this RFP.

The form of Lease on which Proposals must be based is set out in Annexure 3.2. PoM's Precedent Lease Guide is also provided in Annexure 3.3 and explains the purpose of key provisions in the Lease, including those provisions that are needed to enable PoM to comply with its obligations at law and to the Victorian Government under the Head Lease, and its responsibilities as a prudent and efficient Port operator.

This RFP contains the Key Commercial Terms required by PoM to be tendered on.

## 1.2 Site and Lease Area Facts and Information

The Site totals approximately 29 hectares and is located north of the Swanson, Appleton and Victoria Dock precincts at the Port, approximately three kilometres west of the Melbourne Central Business District. It is strategically located and primed for revitalisation as a premier logistics site.

Historically the home of the Melbourne Wholesale Fruit Vegetable and Flower Market, it is currently used in part as a construction laydown area for the Victorian Government's West Gate Tunnel and Metro Tunnel projects, among other predominantly temporary occupants. PoM's Head Lease will commence once those occupants vacate the Site, which is currently anticipated to occur in early 2026. PoM then intends to undertake limited initial works (refer to the Landlord's Works described in section 1.2.3), with the Lease Area expected to become available to new occupants from late-2026.

The Site neighbours include:

- South and North Dynon freight rail sites to the north;
- Industrial sites to the west;
- PoM's existing footprint to the south; and
- A passenger rail site to the east.

Lease Area 5 is approximately 3.9Ha (subject to survey). The Lease Area is currently accessible via existing access points on Footscray Road Service Road. PoM will deliver a new intersection and Court Bowl off Footscray Road Service Road to improve traffic flow to the Lease Area and an access road connecting Lease Area 5 to the Courtbowl (exit only). This is further described in Road connections at 1.2.7.

The West Gate Tunnel, set to open in late 2025, will enhance connectivity to Footscray Road via ramps at Mackenzie Road and Appleton Dock Road, both of which are located within 1 kilometre of the Lease Area.

There is no wharf within the offering and no waterfront access.

Figure 1: Site Plan

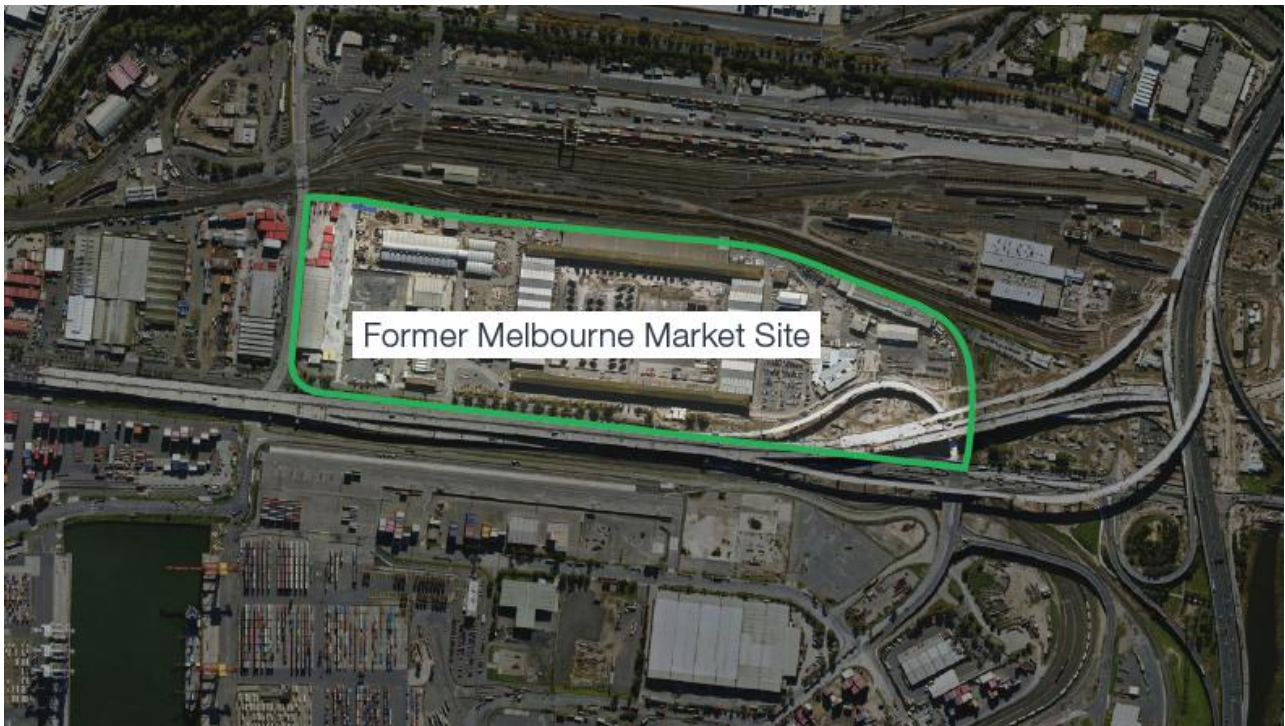


Figure 2: Draft Lease Area Plan (Note: The Lease Area plan is conceptual documentation subject to change).



### 1.2.1 Lease Tenure and Commencing date

The Lease Area will be available upon completion of the initial Landlord's Works, being the demolition as described in section 1.2.3. These are expected to be completed approximately Late 2026.

The Lease Area is offered for a term expiring on 30 October 2046 with no options.

Respondents may submit an alternative proposal for an alternate lease term, provided that the minimum term extends to 30 October 2046, with an expiry date no later than 30 October 2066. Any alternative proposal may be considered as part of the overall evaluation process in accordance with the Conditions of Proposal.

### 1.2.2 Permitted Use

PoM is offering the Lease Area for lease for use for container staging, handling, inspecting and associated warehousing and empty container parks. The permitted use must have a connection with the operation of the Port and the provision of core Port infrastructure or Port services, and must exclude any use wholly or predominantly for the sale or hire of goods by retail or the retail provision of services, or any other use which would result in the application of the *Retail Leases Act 2003* (Vic) to the Lease.

Only Proposals for the above use will constitute a conforming Proposal.

PoM actively fosters relationships with neighbouring communities and local councils to ensure that the Port continues to function efficiently within the confines of the surrounding community. It is therefore important that any permitted use and operations on the Site, address the management of noise, dust, traffic, visual and physical amenity, thereby minimising the impacts on the community and environment.

The permitted use **cannot include operations which involve:**

- Live animals;
- The transportation of passengers within the Port or providing facilities catering to passenger vessels, ferries or other vessels predominantly carrying passengers in the Port;
- Commercial operation of motor vehicle parking areas or facilities subject to the exceptions such as a facility for storage or inspection of vehicles shipped through the Port; or
- Installation of advertising boards (except signage to identify the Preferred Respondent's business on the Lease Area).

### 1.2.3 Site Improvements - General

The Lease Area currently contains buildings and improvements designed to support the former market operations.

To support the future use of the Lease Area, PoM proposes to undertake the following initial works on or adjacent to the Site, with the demolition works to be completed prior to any lease commencing, and the other works likely to continue after the Lease commencement date:

- Demolish existing buildings, aboveground docks and other aboveground structures on the Lease Area to existing slab level only. Existing services that supply buildings will be terminated/ capped above ground at existing slab level. Existing building floors and foundations, pavements and hardstands, existing external perimeter fencing and redundant underground services will remain.
- Provide a single point of connection for each service; electricity, water, communications, sewer and stormwater infrastructure to the boundary of the Lease Area, excluding any upstream improvements or enhancements and subject to utility provider feedback. The delineation of responsibility regarding services and utility connections between PoM (Landlord's Works) and what is proposed for the Preferred Respondent is detailed further in Section 1.2.4.
- Construct a Court Bowl and Access Road on the Site outside of the Lease Area as described further in Section 1.2.7 (together, **Landlord's Works**).

Except for the Landlord's Works, the Lease Area is offered on an 'as is where is' basis. In particular:

- PoM will not maintain improvements or carry out structural repairs or capital works to the Lease Area over the term of the Lease and any further terms. Any structural repairs or capital improvement works to

the Site will need to be carried out by the successful Preferred Respondent in accordance with the Lease terms (including with prior consent from PoM).

- The Lease Area will be provided in the condition it is in as at the Lease commencement date with respect to soil, contamination and/or pollution.

## 1.2.4 Services and Utility connections

PoM will make the following utility connections available to Lease Area 5 separately and the Preferred Respondent will be responsible for undertaking further utilities-related works at its own cost:

| Lease Area 5          |                                                                                                                                                          |                                                                                                                                                                                                             |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | PoM Scope                                                                                                                                                | Preferred Respondent Scope                                                                                                                                                                                  |
| <b>Electrical</b>     | <ul style="list-style-type: none"> <li>• Provide a 500 kVA substation (via CitiPower) within the lease boundary</li> </ul>                               | <ul style="list-style-type: none"> <li>• Connection to the 500kVa substation including any coordination with the authority and downstream reticulation</li> </ul>                                           |
| <b>Water</b>          | <ul style="list-style-type: none"> <li>• Single DN100 connection and general/fire water meter assembly for Preferred Respondent to connect to</li> </ul> | <ul style="list-style-type: none"> <li>• Site reticulation for potable water and fire service</li> </ul>                                                                                                    |
| <b>Communications</b> | <ul style="list-style-type: none"> <li>• Communications pit and conduit to connect to existing communications authority network</li> </ul>               | <ul style="list-style-type: none"> <li>• Site reticulation and external connection coordination with communications authority</li> </ul>                                                                    |
| <b>Sewer</b>          | <ul style="list-style-type: none"> <li>• Connection point (pit/pipe). This will be a gravity system</li> </ul>                                           | <ul style="list-style-type: none"> <li>• Site reticulation and any pumping required</li> </ul>                                                                                                              |
| <b>Stormwater</b>     | <ul style="list-style-type: none"> <li>• Pit/pipe stub for connection to legal point of discharge</li> </ul>                                             | <ul style="list-style-type: none"> <li>• Site reticulation, any on site detention, WSUD and overland flow to be managed within boundary in accordance with City of Melbourne drainage guidelines</li> </ul> |
| <b>Gas</b>            | <ul style="list-style-type: none"> <li>• No gas provided</li> </ul>                                                                                      |                                                                                                                                                                                                             |

PoM has commenced engagement with utility providers and final sizing of infrastructure is to be determined in consultation with utility provider feedback.

In relation to all utility supply contracts, the successful Preferred Respondent will be responsible for the following (non-exhaustive) items at its own cost:

- Authority approvals and supply contract connections to existing communications network infrastructure;
- Authority approvals and supply contract connections to existing electrical network infrastructure;
- Design, construction and maintenance of services within the Lease Area;
- Any upstream upgrades or enhancements to existing network infrastructure; and
- Cost of consumption and any other charges associated with use of utilities.

## 1.2.5 Environmental Site Features

PoM has previously commissioned the following site investigation reports in respect of the Site for its own purposes:

- Contaminated Land Detailed Site Investigation;
- Geotechnical Interpretive Report;
- Features Survey; and
- Underground Utility Survey.

Refer to Annexure 3.5 for copies of the above reports.

Without limiting the Disclaimer section of this RFP, PoM is providing these reports for the Respondent's information only and on a non-reliance basis.

## 1.2.6 Planning

The Lease Area is currently located within the Melbourne Planning Scheme, zoned “Public Use Zone - Schedule 7” (PUZ7) where the purpose of the public land use is described as “Other Public Use” (clause 36.01 of the Scheme).

To the south and west of the Lease Area, Footscray Road and Dock Link Road are zoned “*Transport Zone 2*” (TRZ2) and are assigned as “Principal road network”.

PoM proposes to amend the planning framework for the Site to facilitate the permitted uses set out in Section 1.2.2, with any planning process anticipated to be finalised prior to the Lease commencement date (subject to approval from the responsible authority).

The Preferred Respondent will be responsible for obtaining at its own cost any approvals relevant to its development, and any operational approvals required to facilitate operations of the Lease Area.

## 1.2.7 Road Connections

To provide greater flexibility and improved road connectivity to Footscray Road, PoM is proposing to deliver (as part of the Landlord Works) a court bowl from Footscray Road Service Road on the Site (outside of the Lease Area) in approximately the location shown indicatively in Figure 3 (**Court Bowl**). It is envisaged Lease Area 5 could have vehicle entry and exits to and from the Footscray Road Service Road, and an exit only into the new Court Bowl - this will be subject to authority approvals. For the avoidance of doubt, PoM will obtain endorsement of a road access management framework from the Responsible Authority, which will be binding on the future Lessee. The Respondent may request alternative access arrangements including direction of movement however PoM cannot guarantee such changes will be accommodated.

The Respondent will be responsible for constructing new and/or adapting existing cross-overs from the Lease Area to Footscray Road Service Road and the Court Bowl to suit its own configuration and operations. Figure 3 illustrates the proposed indicative ingress/ egress intent as outlined.

It must be noted that the proposed Court Bowl will provide an egress provision from adjoining Lease Areas across the Site and therefore will be shared. Exiting each Lease Area into the Court Bowl will allow vehicles to head west by turning right on Footscray Road, coupled with an ability to turn left to head east.

The West Gate Tunnel Project, set to open in late 2025, will enhance connectivity to Footscray Road via ramps at Mackenzie Road and Appleton Dock Road, both of which are located within 1 kilometre of the Lease Area. Once complete, the West Gate Tunnel connection will enhance Lease Area 5 broader connectivity to head West to surrounding suburbs.

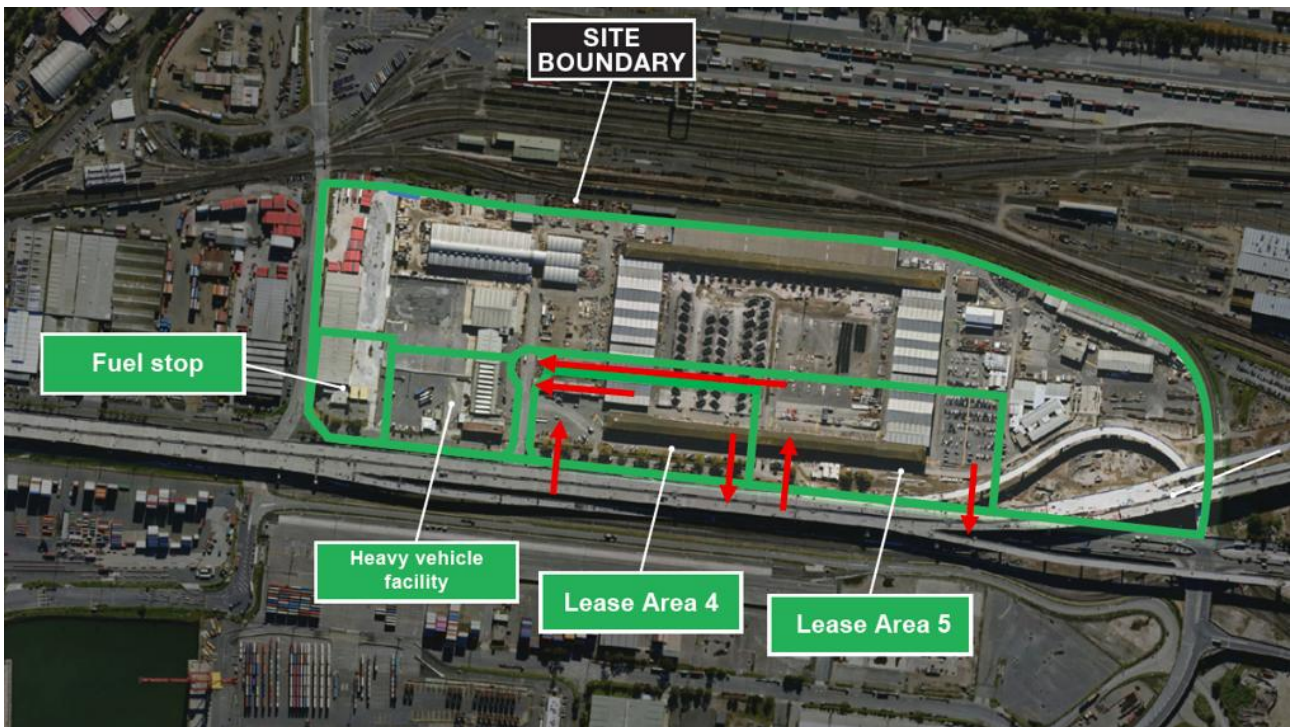


Figure 3: Proposed Road Connectivity Points Lease Area 5

### 1.2.8 Tenant's Development

Lease Area 5 is offered for lease conditional upon the successful Preferred Respondent undertaking redevelopment works (as necessary for the permitted use) in a safe and workmanlike manner, ensuring safe operations throughout the term with nil adverse impact to neighbouring properties, nor internal roads via dust and/or dirt migration.

Provisions relating to initial development works to be undertaken by PoM and the Tenant will depend on the relevant Premises and negotiations between the parties on key principles. Accordingly, those matters are not fully addressed in this document, but they will be developed and addressed in appropriate documentation during negotiations. This may include (without limitation) provisions relating to the scope, timing and sequencing of initial development works; approach regarding planning/development applications; security for the Tenant's development obligations; and preparation of a lettable area survey of the Premises.

Except for the Landlord's Works, any investment in the Site for the successful Preferred Respondent's business operations will be at the cost of the successful Preferred Respondent and subject to PoM's prior consent of the works in accordance with the Lease terms (including clause 11 (Tenant's Works)). Proposed development plans detailing the Preferred Respondent's works are to be submitted outlining the development, indicative costs, timeframes and any staging of the Preferred Respondent's Works. The Preferred Respondent will be responsible for utility connections and approvals as described in Item 1.2.4 of this RFP.

The Preferred Respondent's Works must be completed within a reasonable period of the lease commencing, to be agreed between the parties during Lease negotiations and taking into account the complexity of any proposed works.

PoM will not provide any compensation for the value of any improvements of the Preferred Respondent to the Site at the end of the Lease.

## 1.3 Rent guide for Proposals

In order to submit a conforming Proposal, Respondents must submit a commencing ground rent in accordance with the submission requirements set out in the RFP Response Form. The ground rent is to be from the date of offer and to be increased annually by 4% calculated pro-rata on a daily basis until the Lease commencement date.

The agreed annual rent for the Site will be subject to final survey, based on a rate per square metre per annum and will commence from the date to be agreed between PoM and the successful Preferred Respondent. The current proposed Lease commencement date is late 2026.

## 1.4 Rent Reviews

The rent payable under the Lease will be increased annually (other than a market rent review date) by fixed 4% with market rent reviews every 5 years.

If the Preferred Respondent does not opt out of the Charter, the market rent review process will be consistent with section 3 of the Charter and clauses 4.3 to 4.5 (inclusive) of the Lease will apply. Otherwise, the market rent review provisions in clause 4.6 of the Lease will apply.

## 1.5 Outgoings, Rates and Taxes

The successful Preferred Respondent is obliged to pay all outgoings attributable to the Site as set out in the Lease. An estimate of these charges will be provided upon receipt from the relevant agency, noting that the assessment of council rates and land taxes in relation to the Site is expected to change once the Site is no longer occupied for the purposes of the Victorian Government's West Gate Tunnel and Metro Tunnel projects.

Local government rates (council rates) and land tax are not payable by PoM under the Head Lease for an initial period and are expected to become payable by PoM from approximately 1 July 2029, following which the relevant amounts will be passed through to the successful Preferred Respondent under the Lease.

The successful Preferred Respondent will be obliged to pay management fees of 2.5% of the annual rent.

## 1.6 Bank Guarantee

The successful Respondent will be required to provide an unconditional bank guarantee for an amount equivalent to 12 months' rent and outgoings, plus 10%.

## 1.7 Site Possession

Possession of the Site will not be granted until Lease is executed by both parties, the Lease commencement date has occurred and PoM has received the following:

- Health, safety and environmental management plan;
- Environmental management and sustainability plan;
- Certificates of currency of insurance;
- Bank guarantee; and
- Payment of the first instalment of rent payable under the Lease.

## 1.8 Asset condition report

An asset condition report will be provided by PoM on or as soon as reasonably practicable after the commencement date of the Lease.

The asset condition report will:

- Set out the condition of the Lease Area, including all improvements on the Lease Area as at the Lease commencement date; and
- Form part of the Lease.

## 1.9 Tenancy Customer Charter

PoM's Tenancy Customer Charter (Charter) was issued in November 2021 and is a voluntary framework designed to explain the processes which apply to different types of lease negotiations for Port land. A copy of the Charter is attached as Annexure 3.1 and is available at the following link: [Tenancy Customer Charter - Port of Melbourne](#)

## 1.10 Contact

All correspondence in relation to this RFP should be addressed to:

**Sarah Spencer-Purcell, Strategic Project Manager – Property, PoM**

Email: [sarah.spencerpurcell@portofmelbourne.com](mailto:sarah.spencerpurcell@portofmelbourne.com)

Contact number: 0425 899 237

## 2 Conditions of Proposal

### 2.1 Invitation and RFP Timetable

This RFP has been made available on PoM's website and submitted directly by email to select prospective respondents.

The key milestones for the RFP are contained in Table 3 below:

| Activity                                                              | Time & Date                                    |
|-----------------------------------------------------------------------|------------------------------------------------|
| RFP release to market / commencement date                             | 10am AEDT, Monday 27th October 2025            |
| Site inspections                                                      | Available upon request                         |
| Closing date for Proposals                                            | 3pm AEDT, Friday 5 <sup>th</sup> December 2025 |
| Anticipated date for commencing the assessment of Proposals           | Monday 8 <sup>th</sup> December 2025           |
| Best and Final Offer Process Opens                                    | Estimated in January                           |
| Assessment of Best and Final Offers and Preferred Respondent selected | Dependent on respondents                       |

PoM reserves the right to alter the above steps and dates.

Once the Preferred Respondent has been notified, the Preferred Respondent must enter into negotiations in good faith with PoM. If the Preferred Respondent does not execute the Lease in a timely manner, PoM may in its absolute discretion end the Preferred Respondent's participation in the RFP Process. PoM may then re-consider other Proposals submitted as part of the RFP Process as detailed in this RFP.

### 2.2 Confidentiality

To participate in the RFP process, a prospective Respondent must execute a Confidentiality Deed Poll which PoM will provide upon request.

The documents referred to in Annexures 3.2 to 3.5 (inclusive) contain confidential information and will be provided by PoM to a prospective Respondent after the prospective Respondent has provided an executed Confidentiality Deed Poll to PoM.

The terms of the Confidentiality Deed Poll executed by the prospective Respondent will apply to any confidential information provided by PoM in connection with this RFP.

### 2.3 Site Inspections

Site inspections are available upon request.

### 2.4 Proposal Requirements

#### Introduction

PoM reserves the right to request from each Respondent further details on specific aspects of its Proposal throughout the RFP Process.

PoM reserves the right to negotiate with a Respondent or a number of Respondents once all submissions have been received and evaluated.

In order to be considered conforming with this RFP process, a Respondent is required to provide a response to all questions included in the schedules within the RFP Response Form.

Respondents may, in addition to a confirming response provide a non-conforming response for PoM to consider.

### **Lease – Request for Change**

Respondents may submit comments on the Lease as part of their Proposal and any proposed amendments to the Lease must be documented in the RFP Response Form. PoM will negotiate with the successful Preferred Respondent on the Lease departures and amend the Lease as necessary to reflect the commercial agreement with the successful Preferred Respondent.

### **Proposal Approval – Condition Details**

Proposals must:

- Not be conditional on any planning approvals;
- Must note any conditions or approvals required including Board, FIRB, ACCC and the timing estimated in obtaining such approvals); and
- Be in the form of an offer capable of acceptance.

### **Proposal Lodgement Requirements**

Proposals must include:

- A completed RFP Response Form (Annexure 3.4);
- A signed covering letter together with the RFP Response Form to accompany the Proposal; and
- Other attachments if requested or referenced in the RFP.

All Proposals must be delivered to PoM as follows:

| By Post                                            | By Hand                            | By Email                                                                                                                                                                                          |
|----------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Level 19, 839 Collins Street<br>Docklands VIC 3008 | GPO Box 2419<br>Melbourne VIC 3001 | <a href="mailto:leasing@portofmelbourne.com">leasing@portofmelbourne.com</a> copying to<br><a href="mailto:sarah.spencerpurcell@portofmelbourne.com">sarah.spencerpurcell@portofmelbourne.com</a> |

### **Ownership of Proposal Documents**

Proposal Documents will become the property of PoM on lodgement. A Respondent may identify material in its Proposal regarded as the intellectual property of the Respondent.

Subject to PoM's obligations at law, PoM undertakes that it will use reasonable and proper endeavours to maintain confidentiality in the identified intellectual property, if it is validly subject to the legitimate property rights of the Respondent and not within the public domain. PoM reserves the right to negotiate terms for the use of that intellectual property, if deemed appropriate.

## **2.5 Proposal Assessment**

### **Assessment Criteria**

PoM has adopted Assessment Criteria against which each Proposal will be assessed. A Respondent may submit one or more Proposals.

The Assessment Criteria encompass the following items:

### 1. **Financial Criteria**

- This includes the financial commitment, capital investment and financial structure of the Proposal. The net present value of the Proposal will be calculated to determine the financial return of the Proposal to PoM.

### 2. **Trade and Port Proposition Criteria**

- This includes the relatedness of the Respondent's business operations to Port activities and the value-added business that the Proposal brings to the Port.
- The expansion of trade and potential for new Port trade will be assessed.

### 3. **Commercial Arrangements Criteria**

- The level of acceptance of the Key Commercial Terms of the Lease.
- Plans showing the infrastructure to be developed on the Lease Area, including details of buildings and pavements.
- The timeframe in which the Respondent will establish an operating facility at the Lease Area including any works required.
- The Respondent's corporate structure, financial covenant, capacity, reputation, business and leasing experience.

### 4. **Sustainability, Safety, Traffic and Environment**

- Assessment of Respondent's sustainability position and plans for the Lease Area including sustainability strategy, climate and emissions reduction strategy and plans along with any other relevant sustainability or decarbonisation initiatives or plans.
- Assessment of Respondent's environmental management processes and policy and safety policy.
- Assessment of Respondent's proposed traffic management plan and traffic impact assessment to consider the impact of the proposal on the operation of the external road network, including addressing dust and dirt migration from the Lease Area. The traffic impact assessment shall also detail forecast traffic volumes to be generated for the Lease Area and proposed connections to the external road network.
- Respondent's assessment of any social impacts on the community from operations and their plans to mitigate these.

### 5. **Other Criteria**

- These criteria will include those items not associated with items 1 to 4 above and may include such items as innovation and optimisation of land.

## 2.6 General Terms and Conditions

### **Respondent Warranty, Release, Waiver and Indemnity**

By lodging a Proposal, a Respondent warrants to PoM that:

- It acknowledges the disclaimers set out at the start of, or otherwise contained in this RFP;
- It has carried out all relevant independent investigations and assessments of the Site and has examined and acquainted itself with and satisfied itself concerning:
  - The contents of the RFP and the Lease; and

- All information relevant to the risks, contingencies and other circumstances which could affect its Proposal;
- It is satisfied as to the correctness and sufficiency of the RFP and the Lease, including any attachments, schedules and appendices which may be relied upon by PoM in evaluating the Proposal and in its selection of the Preferred Respondent;
- All information provided by or on behalf of the Respondent in its Proposal (including all attachments, schedules and appendices) is complete, accurate and not misleading and the Respondent has all necessary experience, skill and resources to perform and carry out its obligations in accordance with this RFP and the Lease;
- It has not relied on any representation, document, arrangement, or other conduct as adding to or amending this RFP, the Lease and/or any matter deemed to form part of them except as provided expressly in the RFP;
- It has not relied on any express or implied representation, statement or warranty made by, or on behalf of PoM; and
- It will make no claim against PoM or any person involved in the selection process in respect of the selection process, the contents of this RFP or the Lease.

### **Breach of a Respondent's Warranty**

In the event of a breach of the above warranties, the Respondent indemnifies and must keep indemnified and compensate PoM for any loss, damage, penalty, fine or legal costs which may be incurred by PoM as a consequence. The Respondent acknowledges that PoM does not provide any warranties in connection with the Site and it must rely upon its own expertise in determining the suitability of the Site.

The Respondent further acknowledges that PoM makes no warranty with respect to the projected cost of any aspect of the RFP. By submitting a Proposal, the Respondent expressly waives any claim or right of action which it might otherwise have or assert against PoM in respect of any alleged breach or contravention of the provisions of the *Competition and Consumer Act 2010* (Cth) or the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

### **Non-Compliance by Respondent**

If the Respondent fails to comply with the RFP, or otherwise fails to comply with its obligations under the RFP Process, in addition to any other remedies of PoM, PoM may, at its discretion, choose to disqualify the Respondent from the RFP Process.

### **Discretion of PoM**

PoM reserves its rights in its absolute discretion at any time to do all or any of the following:

- Accept, reject or refuse to consider any Proposal including any Proposal that does not conform with the requirements of this RFP, or which is incomplete;
- Re-advertise for new Proposals;
- Terminate at any time further participation in the RFP Process by any Respondent or any discussions or negotiations with, any Respondent at any time;
- Invite others to participate in the RFP;
- Alter the approach during any negotiations;
- Require additional information from any Respondent;
- Vary the RFP Process requirements;
- Terminate, amend or change the structure and timing of the RFP Process;
- Accept or decline any Proposals at any time for any reason;
- Negotiate with one or more Respondents to the exclusion of one or more of the others and enter into documentation without prior notice to any other Respondent;

- Withdraw the RFP (each Respondent should note it is not the intention of PoM to withdraw the RFP); and
- Take such other action as it considers, in its absolute discretion, appropriate in relation to the RFP Process.

Any exercise of the discretions above will not deter nor in any way impact the RFP process being subject to the minimum requirements of Appendix D of the Charter.

As per section 7.5 of the Charter, satisfaction of the minimum requirements is subject to review by the Essential Services Commission, including:

- Prior to the commencement of a Bona Fide Competitive Tender Process, PoM will provide the Essential Services Commission with information showing the terms of the RFP meet each of the minimum requirements and criteria contained in the dot points at Appendix D of this Charter; and
- We will again report to the Essential Services Commission prior to the execution of agreement(s) arising from the Bona Fide Competitive Tender Process, such report will identify the outcome of the process and how that meets the minimum requirements and criteria for a Bona Fide Competitive Tender Process as set out in the dot points at Appendix D.

### **Clarification of Proposals**

PoM reserves the right, at any time, to seek clarification of, or further information or detail in relation to, any Proposal received. Requests for clarification may be issued to a Respondent with response time constraints. If the Respondent fails to respond within the requisite timeframe, the answer, once received, may not be admissible.

### **Variations to a Proposal**

PoM is not obliged to give any Respondent a further opportunity to respond to the RFP and the Lease or to vary its Proposal except as provided for in this RFP.

### **Addenda and Variations**

PoM may at any time, in its discretion, but without being under any obligation to do so:

- vary, update or supplement all or any part of this RFP, including the Lease and any other annexures; and/or
- withdraw this RFP or cancel the RFP Process.

### **Best and Final Offer Process**

Without limiting any of PoM's rights under this RFP, a best and final offer process will be undertaken to finalise the successful Preferred Respondent (which Preferred Respondent's offer, at its discretion, may or may not comply with the charter).

### **Negotiation**

PoM reserves the right to select other preferred Proposals in the event that negotiations are exhausted and or the Lease is not executed.

### **Terms on Each Respondent**

By submitting a Proposal, a Respondent:

- Accepts the terms and conditions of this RFP; and
- Makes the warranties and representations set out in this RFP.

### **Governing Laws and Regulatory Requirements**

- The Respondent must comply with the requirements of any acts, ordinances, regulations, by-laws, orders and proclamations under any acts and ordinances or the directions of persons exercising

statutory powers whether Commonwealth, State or Local Government which are applicable to the development, construction or operation of the facility in accordance with its Proposal.

- This document is governed by the law of Victoria. The Respondents irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

### **Costs and Expenses**

Each Respondent is responsible for its costs of:

- The preparation and lodgement of its Proposal; and
- Any future process in which it participates arising from or in connection with the Proposal.

PoM will not be liable to reimburse or compensate any Respondent for any costs or expenses incurred by the Respondent in the RFP Process.

### **Notification of Breach**

A Respondent must immediately inform PoM of any breach or alleged breach of the RFP Process, including any failure by the Respondent to comply with this RFP.

### **Copyright Notice**

This RFP is subject to copyright. Other than with the written permission of PoM, this RFP may not be reproduced, stored in a retrieval system or transmitted in any form, by any method (including electronic), for any purpose, except as expressly permitted under the relevant copyright legislation.

## 3 Annexures

3.1 PoM Tenancy Customer Charter

3.2 Precedent Lease

3.3 Precedent Lease Guide

3.4 RFP Response Form

3.5 Site Investigation Reports

3.6 Site Plans

# For more information

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Port of Melbourne

