

Nyaal Banyul

Geelong Convention and Event Centre Project

Project summary
March 2024



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Introduction

On 11 December 2023, the State Government of Victoria entered into contracts with the Plenary Conventions consortium to deliver the Nyaal Banyul – Geelong Convention and Event Centre Project (the Project).

The Project will deliver a purpose-built convention and events precinct in Geelong, including a hotel and commercial spaces.

The Project is being delivered as a Precinct Partnership under the *Partnerships Victoria* model, with Plenary Conventions to finance, design, construct and maintain the convention and event centre for 25 years in partnership with the Victorian Government (and its funding partners under the Geelong City Deal, the Australian Government and City of Greater Geelong). The hotel and mixed use commercial developments will be delivered under commercial development agreements and 99 year lease terms.

This Project Summary provides information about the contractual and commercial aspects of the Project and is divided into three parts.

Part One is an overview of the Project, including the rationale for Public Private Partnerships (PPP) delivery, and summarises the:

- Project Objectives and scope
- Tender Process
- public interest considerations for the Project
- Project milestones.

Part Two details the financial outcomes of the Project, including the value-for-money assessment.

Part Three sets out the key commercial features of the Project, including the main parties and their general obligations, the broad allocation of risk between the public and private sectors, and the treatment of various key Project issues.

Partnerships Victoria forms part of the Victorian Government’s strategy for providing better services to all Victorians by expanding and improving Victoria’s public infrastructure and service delivery. The *Partnerships Victoria* framework uses private sector expertise to design, finance, build, operate and maintain infrastructure projects. The framework consists of the National PPP Policy and Guidelines and supplementary *Partnerships Victoria* Requirements. Further information on the *Partnerships Victoria* framework is available at the *Partnerships Victoria* website www.dtf.vic.gov.au/infrastructure-investment/partnerships-victoria.

This summary should not be relied upon to completely describe the rights and obligations of the parties in respect of the Project, which are governed by the Project Deed and associated documents.

The Project Deed and various associated documents are available online at the Buying for Victoria website www.tenders.vic.gov.au.

This document may be updated from time to time. Please check the *Partnerships Victoria* PPP projects website www.dtf.vic.gov.au/partnerships-victoria/partnerships-victoria-projects for the current edition.

Open your
eyes to the hills





Nyaal Banyul

The Wadawurrung Traditional Owners Aboriginal Corporation have named this place Nyaal Banyul.

Open your eyes to the hills.

Open your eyes to the hills of the Wadawurrung landscape – Wurdi Youang (You Yangs) and the Anakie Youang in the north, over Moolap fishing place to the Bellawiyn (Bellarine) in the east, the hill at Fyansford in the west and the Barrabul (Barrabool) hills in the south.

From Bundjil’s eye in Sky Country, the tongue of land Djilang is seen.

The Western Beach cliffs of this Dja (country) and Warri (seas) are a cultural and spiritual place for Wadawurrung People.

Watched over by Wurdi Youang and Bundjil, this place was once grassland plains with freshwater and wetlands.

Home to our Kuwiyn (fish), Kunuwarra (black swans), Moorapunyal (white egrets), Tulum (ducks), Barbarka (dolphins), Djirrm (frogs), Buniya (eels), and stingrays, many of whom play roles in our ancestral stories.

The landscape of cliffs and dunes was originally lined with she-oaks, redgums and many other plants of Country.

It was a place of abundance and provided many resources for Wadawurrung, who cared for this place and continue to care for Country today with cultural knowledge.

For thousands of generations, Wadawurrung people gathered right here in this place, overlooking the waters to the mountains.

They danced, told stories, and chanted their language through song and ceremony.

Our ancestors walked the land, canoed the waters, they knew all the life that belongs to Country.

The knowledge was shared and passed down to generations.

From the Pilk Purriyn (sunrise) through the Yirram Mirri (morning sun) over the waters of Corayo through to the Tali-talik (sunsets) and into the Murrkal (night) with the Turt-barram (stars) and Yirn (the moon), visitors can stand on this part of Country and look at the hills and open their eyes to Wadawurrung Country.

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Part One: Project Overview



1. Nyaal Banyul Convention and Event Centre Project

The Nyaal Banyul Geelong Convention and Event Centre Project (**the Project**) is the signature investment priority under the Geelong City Deal between the Victorian Government, the Commonwealth Government and the City of Greater Geelong.

When complete, the Project will be one of the largest government-facilitated developments in regional Victoria.

The Project is located on a prime waterfront site in Geelong, purchased by the Victorian Government from Deakin University specifically for the Project. The Project will transform an under-utilised asset at the gateway to the city of Geelong from an asphalt carpark into a thriving purpose-built convention and events precinct which will activate the entire Project Site, the adjoining waterfront and surrounding areas, including Deakin University and the western edge of the CBD. The Project will deliver outstanding public access and amenity, including connections to transport links within Geelong and to Melbourne.

1.1 Project background and context

The Project is the largest single investment in the Geelong City Deal, which has the following objectives:

- revitalise Central Geelong and develop infrastructure to make Geelong an even better place to live, work and invest – supporting continued population growth and economic activity
- support growth in the visitor economy through strengthening Geelong and the Great Ocean Road Region as leading tourist destinations
- drive the continued economic diversification and jobs growth, supporting innovation and building on emerging industry strengths for Geelong and the Great Ocean Road Region
- strengthen collaboration across all three levels of government and the community to deliver better integrated investment and planning for the region.

The Project will deliver an integrated precinct that supports these objectives, by creating a unique regional destination for conventions and events, including an upscale hotel, a mixed use commercial development and food & beverage offerings.

The Project will support 1,450 jobs during construction and an additional 700 ongoing jobs once the precinct is complete. The hotel will further boost employment opportunities and strengthen the Geelong and the Great Ocean Road Region's visitor economy.

Every event at the Nyaal Banyul Geelong Convention and Event Centre (**Nyaal Banyul**) will benefit the Geelong community and economy – providing an outstanding new venue for events and creating significant additional opportunities for event organisers, the local food and food service industries and associated event services.

1.2 The Project

The Project comprises Nyaal Banyul and the commercial developments within the Project precinct.

1.2.1 Nyaal Banyul

Nyaal Banyul includes:

- construction of the purpose-built convention and exhibition space, incorporating a 1,000 seat venue, two large exhibition spaces, meeting rooms, conference facilities and flexible event spaces
- a public plaza, with landscaping and a large LED screen to allow live screening of cultural and sporting events
- a range of food & beverage offerings to activate the precinct all year round even when events are not being held at Nyaal Banyul
- pedestrian access through the Project Site from Smythe Street, Gheringhap Street and Western Beach Road frontages
- underground car parking of at least 200 spaces
- full-service building and facilities management services provided by Project Co.

The Victorian Government has appointed the Melbourne Convention and Exhibition Trust (**MCET**) as the operator of Nyaal Banyul (**Operator**), which operates the Melbourne Convention and Exhibition Centre and will bring this market experience to Nyaal Banyul.

1.2.2 Commercial developments within the Project precinct

The commercial developments forming part of the Project's precinct include:

- a 200 room Crowne Plaza hotel, including additional food & beverage offerings and underground car parking (**Hotel**)
- additional retail offerings to further activate the precinct
- a mixed use commercial development, which will commence construction after completion of Nyaal Banyul (to allow more efficient construction of Nyaal Banyul and the Hotel).

1.3 Project Objectives

The State's core objectives in delivering the Project are outlined below.

- **Victoria's premium regional convention, exhibition and event destination:** deliver a high-quality convention and exhibition facility and hotel which has appropriate flexibility and adaptability to attract and accommodate the broadest possible range of events.
- **A revitalised Central Geelong:** activate the entire Project precinct through the co-ordinated master planning, delivery and operation of the convention and event centre facility, public plaza and other uses of the Project Site including hotel, food & beverage, retail and other commercial activity, providing the catalyst for other development and public realm enhancements around the Project Site.
- **Drive the Geelong and Great Ocean Road Region's visitor and knowledge economies:** maximise the direct and indirect economic benefit of the Project by attracting and enhancing business and tourism activity in Geelong and the south-west region of Victoria and complementing and building upon the existing cultural offering within the region, providing a venue for events highlighting the region and encouraging a wide range of repeat business and personal visitation to Geelong and the region.
- **Enhance Geelong as a UNESCO City of Design:** through excellence in design and sustainability initiatives across the Project precinct. This includes achieving a design outcome that recognises the indigenous heritage of the Wadawurrung and appropriately celebrates their enduring influence over the Project Site and surrounds, and achieving excellent design and exemplar sustainability outcomes across the Project precinct.
- **Create and capture value:** deliver an outstanding Nyaal Banyul and Project precinct by creating, capturing and reinvesting value in the Project, including achieving excellent value for money in the construction and efficient and sustainable operation of Nyaal Banyul, delivering all the Project precinct elements in a highly integrated manner and enabling value capture to be reinvested into the Project.
- **Community and sustainability:** deliver sustainable social and environmental outcomes by minimising energy use and maximising sustainability, minimising impacts on the environment, and promoting workforce development in the Geelong and south-west region of Victoria.

1.4 Project Site and planning

The Project Site for the Project is approximately 1.6 hectares and is a prime waterfront site in Geelong.

It is located on Western Beach Road, Geelong, approximately 65 kilometres south-west of Melbourne’s central business district and within the City of Greater Geelong local government area. The Project Site is bounded by Western Beach Road to the north, Cavendish Street to the west, Smythe Street to the south and Gheringhap Street to the east. It excludes the parcel of land (not shaded) on the corner of Western Beach Road and Cavendish Street.

Figure 1 shows the Project precinct and local context. It is located on the waterfront, close to the Geelong CBD and other civic buildings including the Geelong Arts Centre, the Geelong Library and Heritage Centre and the National Wool Museum.

The Project precinct is accessible from transport infrastructure, having the following attributes:

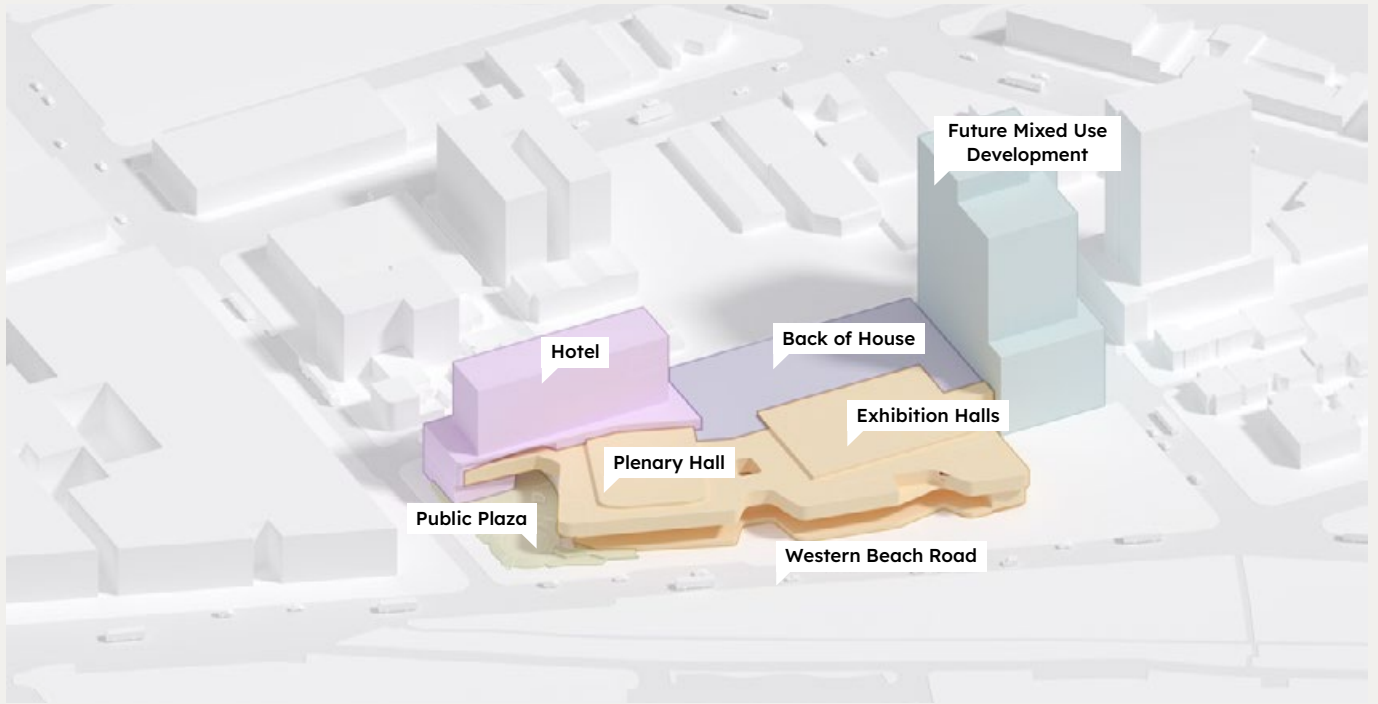
- good pedestrian access along the waterfront to the Geelong CBD
- situated approximately half a kilometre from Geelong Railway Station
- serviced by bus routes, including along Western Beach Road and Gheringhap Street
- good road access from Mercer Street and Western Beach Road, with onsite underground car parking, including charging for electric vehicles.

The main elements of the precinct are shown in Figure 2, including the 1,000 seat plenary hall, exhibition halls, public plaza and back of house of Nyaal Banyul, the Hotel and future mixed use development.

Figure 1: Aerial of Site and surrounds



Figure 2: Massing diagram



1.5 A Partnerships Victoria Precinct Partnership

The Project is being delivered as a Precinct Partnership under the *Partnerships Victoria* model (for PPPs).

The *Partnerships Victoria* model seeks to achieve better value for money by capturing the expertise and efficiencies of the private sector in designing, financing, building and maintaining infrastructure projects and providing services on a whole-of-life basis.

The decision to procure the Project as a Precinct Partnership focused on achieving value for money outcomes by:

- allocating risks to the party, or parties, best placed to manage them, with the majority of design, construction, maintenance and facility management services risks being transferred to the private sector thereby incentivising innovative and efficient whole-of-life solutions
- increasing opportunity for the State to harness private sector innovation in complementary site activation to enhance the experience for users of the facility and the broader community, and
- incentivising delivery of the Project on time and within budget. Timely delivery and budget certainty were important factors given the complexity of the works and the value of the Project.

Prior to the release of the Invitation for Expressions of Interest, a market sounding was undertaken with relevant industry participants. The feedback from this process supported the State's selection of a *Partnerships Victoria* (PPP) model to deliver the Project and achieve the State's objectives, in particular that this model would drive the optimal outcome the market could provide for the Project as a whole, including the best amenity and activation of the precinct overall.

Nyaal Banyul is an 'availability based' PPP, which comprises a long-term service contract between the public and private sectors where, once the design, construction and commissioning of the

Nyaal Banyul facility has been completed, the State pays the private sector a service fee to maintain the infrastructure and perform the related facilities management services over the 25 year term of the PPP contract.

The Hotel and commercial spaces in the Project precinct will be delivered through commercial development agreements between the State and two Plenary Conventions entities under 99 year lease terms, with payment for the grant of the leases reinvested by the State into Nyaal Banyul as a capital contribution.

1.6 Procuring agency and governance structure

The Minister for Regional Development is the lead Minister for the development of the Project. As such, primary accountability for ensuring the State's Project Objectives are met through the development rests with the Department of Jobs, Skills, Industry and Regions (**DJSIR**) until Commercial Acceptance of Nyaal Banyul.

Development Victoria (**DV**), on behalf of DJSIR, is the agency responsible for delivering the Project. DV is responsible for overseeing all aspects of the Project including the conduct of the Tender Process and oversight of construction delivery and handover.

Following Commercial Acceptance of Nyaal Banyul, the Department of Transport and Planning (**DTP**) will take responsibility for the ongoing contract management during the Operational Phase of Nyaal Banyul.

The Operator will operate and provide all event management services at Nyaal Banyul.

A steering committee comprising representatives from DJSIR, DTP, Department of Treasury and Finance, Department of Premier and Cabinet, the Operator and DV has been established to oversee the Project and make recommendations to the relevant Minister/s and the Secretary, Project Development.

1.7 Stakeholder engagement

DV and DJSIR have conducted extensive stakeholder and community engagement activity during the Project’s development, as outlined in the table below.

Table 1: Stakeholder consultation

Project Stakeholders	Description
Melbourne Convention and Exhibition Trust	DV collaborated with MCET during the preparation of the RFP and throughout the Tender Process, including all Interactive Tender Process workshops. As the future Operator of Nyaal Banyul, MCET has been and will continue to be a key stakeholder in the Project’s governance structure for the term of the Project.
Wadawurrung Traditional Owners Aboriginal Corporation (WTOAC)	DV and DJSIR collaborated closely with WTOAC during the development of the RFP and throughout the Tender Process, including participation in Interactive Tender Process workshops. WTOAC gifted the name Nyaal Banyul to the Project. WTOAC is working in conjunction with the State and Plenary Conventions in development of the final designs for Nyaal Banyul.
Commonwealth Department of Infrastructure, Transport, Regional Development, Communications and the Arts	As a funding partner through the Geelong City Deal, the Australian Government is a key stakeholder in the Project’s governance.
City of Greater Geelong	As a key stakeholder and funding partner through the Geelong City Deal, Council has been engaged throughout the Project planning phase, including in relation to relevant local matters such as urban design, interaction with the Gheringhap Street Masterplan and impacts on local roads.
Deakin University	As a key precinct stakeholder, Deakin University has been engaged from the commencement of the planning phase, ensuring a smooth transition for the carparking needs of their students and staff following acquisition of the Project Site by the State, and for future engagement with the faculties during the Development and Operational Phases.
Department of Transport and Planning and Geelong Authority	Planning responsibility for the Project rests with the Minister for Planning, advised by the Geelong Authority. DV has engaged with the Department of Transport and Planning and the Geelong Authority throughout the planning and procurement phases of the Project, securing the issue of an Incorporated Document reflecting the relevant provisions of the Central Geelong Framework Plan, and then the issue of a planning permit to Plenary Conventions prior to Financial Close.

Office of the Victorian Government Architect

The Office of the Victorian Government Architect was consulted during the preparation of the RFP, attended Interactive Tender Process workshops with each of the Respondents, and participated in the evaluation of the Proposals.

Department of Treasury and Finance

The Department of Treasury and Finance was closely involved in the Project in accordance with the *Partnerships Victoria* framework including the preparation of the RFP documentation, conduct of the Tender Process and formulation of the commercial and financing structure.

Other government agencies

The Department of Premier and Cabinet, the Department of Jobs, Skills, Industry and Regions and the Department of Transport and Planning all participated in the governance of the Project.

The Victorian Government Land Monitor provided a review function in relation to compliance with the Victorian Government Land Transactions Policy, including receipt of valuations from the Valuer General of Victoria.

Treasury Corporation of Victoria and the Victorian Managed Insurance Authority provided advisory support during the Tender Process.

Community of Geelong

DV and DJSIR consulted widely during the preparation of the RFP with local organisations including Revitalising Central Geelong, RDA Barwon South West Committee, G21 Geelong Region Alliance, Committee for Geelong, Geelong Chamber of Commerce and Barwon Regional Partnership.

DV and DJSIR also held community engagement sessions in July and August 2022 and conducted a community survey through Engage Victoria, to help inform the objectives of the Project included in the RFP.

During the Tender Process probity considerations prevented wider consultation, so immediately following appointment of Plenary Conventions as Preferred Respondent and release of the preliminary designs for the precinct, community information sessions were held in October 2023.



2. Tender Process

The State conducted a competitive Tender Process to select a private sector party to deliver the Project. The Tender Process was implemented in accordance with the *Partnerships Victoria* framework to ensure the State received the best value for money outcome. The Tender Process involved three phases as described below:

- **Expression of Interest (EOI) Phase** – releasing the Invitation for EOI and then selecting shortlisted Respondents.
- **Request for Proposal (RFP) Phase** – issuing an RFP to shortlisted Respondents, an intensive Interactive Tender Process, shortlisted Respondents submitting Proposals, and clarifying and evaluating the Proposals.
- **Negotiation and Completion Phase** – the appointment of a Preferred Respondent and the conduct of an exclusive negotiation phase to resolve all issues to the satisfaction of the State, leading to execution of the Project Deed and associated documents and the achievement of Contract Close and Financial Close.

2.1 Tender Process governance

The State established a formal evaluation and governance structure to oversee the EOI and RFP evaluation processes. Separate evaluation panels supported by specialist evaluation sub-panels and/or advisory groups, whose members were specifically selected for their skills in a particular area, conducted the EOI and RFP evaluations.

The specialist evaluation sub-panels that undertook the RFP evaluation comprised:

- a Commercial and Legal Sub-Panel that evaluated:
 - the commercial, financial, contractual, value creation opportunities and insurance aspects of the Proposals; and
 - the government policy, communications, industry development and jobs outcomes aspects of the Proposals
- a Design and Technical Sub-Panel that evaluated the master plan, design, architectural, engineering, Ecologically Sustainable Development (ESD), project management, Equipment and related aspects of the Proposals
- a Services Sub-Panel that evaluated the facilities management related aspects of the Proposals.

The respective evaluation panels were responsible for making recommendations concerning the EOI and RFP evaluation processes to the Project Steering Committee.

2.2 Probity

The Tender Process was undertaken within a robust probity framework, endorsed by the Project's probity adviser, which focused on:

- accountability of the participants and transparency of the process
- fairness and impartiality in carrying out the process
- identification and management of actual, potential and perceived conflicts of interest
- maintenance of confidentiality and security of documentation and information.

In addition, the Project had regard to and abided by the *Public Administration Act 2004* (Vic) and all other relevant government tendering policies, with public officials required to comply with the *Code of Conduct for Victorian Public Sector Employees*.

At the completion of the RFP Phase upon appointment of the Preferred Respondent, the probity adviser confirmed they were not aware of any material probity risks that had not been appropriately managed in accordance with applicable requirements.

2.3 Evaluation Process

Refer to Appendix B for the Evaluation Criteria and Sub-Criteria applied in assessing Proposals. To assist Respondents in preparing their Proposals, the State provided the relative weightings of each Evaluation Criterion and Sub-Criterion in the RFP.

2.4 Tender Process timetable

The Tender Process milestone dates are as follows.

Table 2: Tender Process – key dates

Procurement process	Date
EOI Phase	
Invitation for EOI issued	10 May 2022
EOIs submitted	8 June 2022
Shortlist of Respondents announced	17 August 2022
RFP Phase	
RFPs issued	14 October 2022
Proposals submitted	30 March 2023
Preferred Respondent announced	24 July 2023
Negotiation and Completion Phase	
Early Works commencement on Project Site	25 August 2023
Contract Close	11 December 2023
Financial Close	12 December 2023

2.5 Project advisors

The State engaged the following advisors for the Project.

Table 3: Project Advisors

Role	Advisor
Commercial and Financial Advisor	KPMG
Legal Advisor	Clayton Utz
Probity Advisor	O'Connor Marsden & Associates
Hotel Advisor	Axsia
Design Services	NH Architecture
Building Structures and Services	AECOM
Facilities Management Advisor	MBM
Quantity Surveyor	MBM
Programming Consultant	WT Partnership (formerly PSA Project Consulting)
Geotechnical Consultant	SMEC
Heritage Consultant	Extent Heritage

3. Tender Process outcomes

3.1 Shortlisted Respondents

Following receipt of conforming EOIs, the three Respondents selected to proceed to the RFP Phase were:

- Geelong Live – comprising Capella Capital, Aware Super, Lendlease Building, Honeywell, MAB Corporation, Populous, Hassell, Freadman White and Oculus.
- Kinetik – comprising Tetris Capital, Amber Australia, Kane Constructions, ISS Facility Services, CostaFox Developments, Warren and Mahoney and Six Degrees.
- Plenary Conventions – comprising Plenary Group, Built, BGIS, Woods Bagot, WSP and 4D Workshop.

3.2 Successful Respondent

On 24 July 2023, following an extensive evaluation process, Plenary Conventions was announced as the Preferred Respondent to enter into exclusive negotiations with the State to deliver the Project.

Plenary Conventions' offer was assessed as providing value and being affordable relative to the Public Sector Comparator and delivering the best overall value for money and the best overall precinct activation proposal relative to the other two Respondents' Proposals.

The State subsequently negotiated with Plenary Conventions to resolve all identified issues to the satisfaction of the State, and the Project Deed and associated documents were executed on 11 December 2023.

3.3 Key components of the Project

The key components of the Project comprise:

- Master planning of the Project precinct.
- Design and construction of Nyaal Banyul as a purpose-built convention and events centre, including associated utilities infrastructure, equipment and ICT assets. Further detail is provided in Section 3.4.
- Provision of facilities management services for Nyaal Banyul for the 25 year Operational Phase, including asset maintenance, car parking management services, cleaning, security and landscaping as set out in more detail in Section 3.5.
- Commercial and other value creation opportunities which are complementary to the convention and event centre and support the State's Value Creation and Capture Framework. These are set out in Section 3.6.

3.4 Nyaal Banyul Project scope

The key elements of the project scope for the core PPP which includes Nyaal Banyul, the car park and public plaza are as follows:

- A 2,000 square metre exhibition hall that provides flexibility to hold single or multiple conferences, exhibitions, banquets and other events at the same time. The exhibition hall comprises two 1,000 square metre exhibition bays, each containing a centralised F&B retail kiosk allowing for food offerings to be provided for events independently.
- A plenary hall that seats 1,000 people with retractable seating that provides flexibility to allow for a variety of events.
- Over 700 square metres of meeting rooms and hospitality suites with operable walls providing a variety of spaces for formal meetings either as part of an event or as stand-alone events.
- State of the art ICT/AV systems and networks that will allow for the current and future operational requirements of the Operator in respect of physical and virtual events.
- Front-of-house pre-function and foyer spaces commensurate with the size of event and convention spaces.
- Front-of-house support spaces including concierge/registration counters, cloak room, first aid/medical centre, sensory room, prayer/reflection room, café, parenting rooms and fully accessible and inclusive toilets.
- Kitchens which include production, servery and circulation spaces capable of preparing a mix of fresh product, par-cooked, prep-chill and cooked chilled product for distribution throughout the Facility and catering for up to a total of 1,000 people across the site. The total kitchen area including goods receiving and storage is over 1,000 square metres.
- Back of house spaces which meet the Operator's requirements to ensure the full range of services can be provided to a range of event types including green room, storage facilities, building services and maintenance support spaces, staff facilities, as well as control rooms for security, ICT and AV.
- A loading dock which provides for direct heavy vehicle access to each exhibition bay and waste management/recycling areas and facilities on site.
- An underground car park comprising 200 car spaces dedicated to Nyaal Banyul and additional spaces for use by the Hotel.
- A fully activated public realm linking Nyaal Banyul, the Hotel and the other commercial developments and providing a plaza for large outdoor gatherings, north-south permeability through the Precinct that provides generous, well-activated connections to Western Beach Road, the waterfront and Coraiyo (Corio Bay) and seating opportunities with views to Nyaal Banyul, Gheringhap Street and Coraiyo.

3.5 Services

In accordance with the PPP contracting model, Project Co will be responsible for delivery of facilities management services (including asset lifecycle replacement) to Nyaal Banyul as set out in further detail in Section 10.3. The delivery of car park management services for the Project is also included within the PPP scope.

The Operator will deliver services for Nyaal Banyul as follows:

- promotion and management of events
- venue management
- event catering
- event technology services.

3.6 Value Creation and Capture Framework

The State is committed to the Value Creation and Capture Framework to maximise the value created from its investment in the Project. This policy provides a framework to identify economic, social and environmental benefits above and beyond what would otherwise be achieved as a direct consequence of the Project.

As a result of the application of this framework, an extensive range of value creation and capture initiatives will be delivered, including commercial opportunities and other benefits.

3.6.3 Commercial opportunities

The commercial opportunities to be provided as part of Nyaal Banyul are:

- new food & beverage outlets adjoining the public plaza, providing additional amenity for visitors, staff and the wider community throughout the entire year
- underground car parking, which will be operated by Project Co subject to State requirements to ensure appropriate car parking rates are delivered in the context of the City of Geelong.

3.6.4 Other Value Creation and Capture benefits

Other value creation and capture benefits delivered by the Project's precinct solution are:

- the delivery of a 200 room Crowne Plaza Hotel, creating a new destination for users of the convention and event centre, business visitors and tourists alike
- additional food & beverage offerings within the Hotel development, including outdoor dining facilities adjoining the public plaza
- the future delivery of a mixed use development, which is expected to comprise other retail, commercial and/or residential developments, designed to maximise the Project precinct's activation for the future.

3.7 Social Procurement Policy outcomes

Social benefit to the Geelong region was a key objective for the Project as set out in the Geelong City Deal. The State worked with the Geelong-based Give Where You Live Foundation's GROW initiative to develop the social procurement targets for the Project, over and above the minimum levels set under the Local Jobs First policy, and in accordance with the Social Procurement Framework.

For the Project, DV and GROW developed an innovative employment scheme called the GCEC Early Engagement Social Procurement (**GEESP**) Strategy, which was included in the RFP following consultation with Respondents and Apprenticeships Victoria. Under this scheme:

- the State nominated gforce, a not for profit General Training Organisation (**GTO**) and Registered Training Organisation (**RTO**) based in Geelong, to be a nominated subcontractor for the Project
- gforce will identify a cohort of new apprentices, trainees and labourers to commence training in two cohorts, one commencing in early 2024 and one in mid-2024
- gforce will pay the candidates during their training and employ the candidates, with the apprentices to be provided employment by gforce beyond the build period of the Project on other jobs in the region
- the D&C Contractor and/or its subcontractors will engage the candidates via gforce as GTO/RTO
- gforce will employ a full-time on-site mentor to support both the candidates and the subcontractors to maximise the opportunities for successful employment outcomes
- the D&C Contractor and/or its subcontractors pay gforce a nominated premium paid per hour worked, that reimburses gforce for the training and mentoring costs, in addition to the employee wages
- the hours required under the scheme amount to approximately 4% of total hours – or 40% of the 10% Major Projects Skills Guarantee requirement – designated to apprentices, trainees and cadet opportunities for under-represented priority cohorts from the Geelong region, a significant legacy to the region
- the accumulated spend through gforce, which is a certified G21 social enterprise, will be over 1.25% of total D&C costs for Nyaal Banyul.

In addition to committing to delivery of the GEESP Strategy, Plenary Conventions has committed to meet or exceed all of the jobs and social procurement targets in the State's minimum briefed requirements, as summarised below.

Table 4: Government policy outcomes

Government policy outcome	Minimum requirement briefed in the RFP	Contracted outcome
Local Content	90% content during delivery phase	90.00% (90.33% planned)
Major Projects Skills Guarantee	10% of hours worked during delivery phase	10.95%
Social Procurement Targets – Development Activities	2.0% of D&C price, comprising: <ul style="list-style-type: none"> 1% requirement for spend with Victorian Aboriginal businesses 1% requirement for spend with Victorian social enterprises, with at least half in G21 region 	>3.25% including c.1.25% through GEESP Strategy
Inclusive employment outcomes – Development Activities	1.5% of hours worked, comprising: <ul style="list-style-type: none"> 1% requirement for Aboriginal employment 0.5% requirement from other groups facing barriers to entry into the workforce 	>5.5% including c.4% through GEESP Strategy
Building Equality Policy	Compliance with the Building Equality Policy including: <ul style="list-style-type: none"> 3% trade-covered labour, 7% non-trade Construction Award covered labour, 35% management/supervisory and specialist labour 4% women apprentices, trainees or cadets Project-specific Gender Equality Action Plans 	Full compliance
Social Procurement Targets – Operational Activities	2.5% of annual FM costs, comprising: <ul style="list-style-type: none"> 1% requirement for spend with Victorian Aboriginal businesses 1.5% requirement for spend with social enterprises in G21 region 	2.5%
Inclusive employment outcomes – Operational Activities	10% of hours worked, comprising: <ul style="list-style-type: none"> 1% requirement for Aboriginal employment 9% requirement from other groups facing barriers to entry into the workfor 	10%

Plenary Conventions’ commitments are backed by contractual enforcement mechanisms, including adjustments to the Quarterly Services Payments if specific targets are not achieved during both the delivery and operating phases.

3.8 Public interest considerations

The State assessed the extent to which the Project was in the public interest prior to entering into the Project Deed and associated documents. The analysis was undertaken in accordance with Partnerships Victoria guidance on evaluating whether a project meets the public interest. The assessment was made against criteria such as public access and security and consumer rights, and concluded that, on balance, the Project was in the public interest. Refer to Appendix C for the Public Interest Test.

3.9 Contract milestones

The key contract milestones for the Project are set out below.

Table 5: Key milestones

Milestone	Target date
Contract Close	11 December 2023
Financial Close	12 December 2023
Nyaal Banyul	
Technical Acceptance	22 April 2026
Commercial Acceptance	22 May 2026
Service delivery/ Operational Commencement*	23 May 2026
Final Acceptance	21 September 2026
PPP Contract Expiry Date	22 May 2051
Hotel	
Hotel Development Completion Date	2Q 2026

*Some Nyaal Banyul food & beverage outlets may open between Operational Commencement and Final Acceptance



Part Two: Financial Outcomes



4. Value for money

4.1 Overview

The *Partnerships Victoria* framework seeks to identify and implement the most efficient form of infrastructure and service delivery. The concept of value for money goes beyond selecting the cheapest solution, focusing on the value of each aspect of a Proposal received from the private sector. This involves an in-depth analysis of each Proposal and comparison against a State-managed delivery option. The evaluation considered quantifiable elements (items that can be quantified in monetary terms) as well as qualitative considerations.

In this Part Two, a reference to the Project means the Nyaal Banyul component of the Project (and does not include the Hotel or mixed use commercial developments, other than in respect of the reinvestment of land proceeds).

4.2 Public Sector Comparator

The Public Sector Comparator (**PSC**) is an estimate of the hypothetical, risk-adjusted, whole-of-life cost of the Project if delivered by the State. The PSC is developed in accordance with the output specification and risk allocation proposed for the public private partnership, and is based on the most likely and efficient form of conventional (that is, non-PPP) delivery by the State.

The PSC is expressed in terms of the Net Present Cost (**NPC**) to the State, calculated using a discounted cash flow method taking full account of the costs and risks that would arise through State delivery. The PSC includes facilities management and whole-of-life-costs, and relates only to the Project scope comprising the Nyaal Banyul component if delivered by the State.

The PSC includes amounts for the design, construction and provision of the Services to the Project, as set out in Table 6.

Table 6: Components of the PSC

Components of the PSC	NPC (\$ million)
Raw capital cost	323.5
Raw lifecycle and operating costs	182.8
Raw Operating Revenue and Commercial Opportunities	(9.2)
Raw PSC	497.1
Transferred risks	54.5
Proposal-comparable PSC (excluding State-retained risk)	551.6

1. All numbers are expressed in NPC values as at 31 October 2023.
2. In accordance with the National PPP Policy and Guidelines, a risk-free rate of 4.31% was used in calculating the net present value of the PSC and its components. This risk-free rate reflects the 30-day rolling average of the 10-year Treasury Corporation of Victoria bond interest rate at 14 February 2023.
3. The raw PSC represents the base raw costs to the State to deliver the Project. The term 'raw' refers to the estimate of costs to the State of delivering the Project before taking into account adjustments for competitive neutrality (where applicable) and risk.
4. While the PSC typically includes an adjustment for 'competitive neutrality', where necessary, to remove the net competitive advantages or disadvantages that accrue to government by virtue of its public ownership, a competitive neutrality adjustment is not applicable to this Project.
5. The Proposal-comparable PSC includes transferred risk estimates but excludes State-retained risk estimates to facilitate a like-for-like comparison with the Plenary Conventions Proposal.

4.3 Net Present Cost of Plenary Conventions’ Proposal

The quantitative value-for-money assessment for provision of Nyaal Banyul, together with Plenary Conventions’ commercial opportunities offer, is demonstrated by the estimated savings between the PSC and the private sector contract cost. As shown below, the Plenary Conventions Proposal demonstrates estimated savings of \$17.8 million in NPC terms against the Proposal-comparable PSC.

Table 7: Value-for-money comparison – Proposal comparable PSC versus final Plenary Conventions Proposal

PSC (NPC, \$m)	Private sector contract (NPC, \$m)	Estimated savings (NPC, \$m)	Estimated savings (NPC, %)
\$551.6	\$533.8	\$17.8	3.2%

1. All numbers are expressed in net present values as at 31 October 2023.
2. In accordance with the National PPP Policy and Guidelines, a Proposal evaluation discount rate of 6.92% was used in calculating the NPC of the Quarterly Service Payments under the private sector contract.



4.4 Additional value-for-money benefits

In addition to meeting all of the State's requirements for the Project at a price that is \$17.8 million (NPC) less than the State's PSC, Plenary Conventions' Proposal also includes a significant number of additional benefits for the State and the broader community, setting new standards for the communities of Geelong and the Great Ocean Road Region, including:

Recognising the Site's iconic location and heritages: The Project will transform a neglected waterfront location into a precinct which is designed to look outward towards Corio Bay and the You Yangs whilst integrating and extending into the broader Geelong CBD, incorporating built materials, landscaping, vegetation and design features which recognise and celebrate the Project Site's heritage as both a gathering place for the Wadawurrung as the local First Nations and a place with colonial settlement heritage.

Activation of the waterfront: The precinct includes additional food & beverage offerings that exceed the requirements of the brief that will help to activate the precinct all year round even when events are not being held at Nyaal Banyul.

Ecologically Sustainable Development:

Nyaal Banyul will be a model of environmental sustainability, delivering the following additional measures to support long-term sustainability of the asset, consistent with Victorian Government policy objectives:

- the precinct will be a climate positive project with the convention centre aiming to be the Southern Hemisphere's most healthy convention centre (WELL Health Safety Rating) and Australia's most circular building exceeding benchmarks and policy targets for Victoria's circular economy.
- Plenary Conventions' design incorporates sustainability initiatives throughout, including:
 - 5 Star Green Star Buildings certification
 - 30% reduction in energy consumption
 - all electric, no fossil fuels on site (except for backup generation)
 - 45% reduction in potable water consumption
 - 40% upfront carbon reduction and upfront embodied carbon intensity of no more than 500kgCO₂/m²
 - Climate Active certification

Value creation and capture: The Project will create a state-of-the-art precinct delivering a highly integrated and valuable community asset. A range of commercial and other initiatives will activate the Project Site and provide amenity for users and the broader community, as described in Section 3.6.

4.5 Other costs

The State has or will meet a range of costs including:

- acquisition of the Project Site
- Tender Process transaction costs including the Project team and Project advisors
- contract management costs of administering the Project Deed and associated documents
- costs pertaining to State-retained risks.



5. Quarterly Service Payments and revenues

The payment mechanism for the Project is generally consistent with the mechanisms developed in precedent ‘availability’ PPP social infrastructure projects and is structured to deliver performance, innovation and value for money. The cash flows between the State and Project Co are made during the Operational Phase and comprise payments by the State to Project Co (the Quarterly Service Payment or QSP).

5.1 Quarterly Service Payment

The QSP is determined in accordance with a defined formula that reflects a traditional PPP payment mechanism, alongside a performance regime calibrated for project-specific costs and activities. The QSP encompasses both the capital and operating elements of the Project and is net of the underwritten revenues attributable to the commercial opportunities.

The key components of the QSP are outlined in table 8.



Table 8: Components of the QSP

Quarterly Service Payment component	Description
Non-reviewable Services (unindexed)	<p>Represents the capital component of the QSP and reflects payment associated with the repayment of finance costs (debt and equity) used to fund Project Co’s cost of developing Nyaal Banyul (predominantly the cost of construction). The value of this payment does not escalate over the Operational Phase.</p>
Lifecycle (indexed)	<p>Reflects costs associated with Project Co’s asset refurbishment and replacement across the asset lifecycle.</p> <p>The real value of this component indexes at a combination of CPI and WPI over the Operational Phase, with a payment profile reflecting the anticipated asset lifecycle replacement schedule.</p>
Reviewable Services (indexed)	<p>Represents payment for Project Co’s costs for the delivery of what is typically referred to as soft facilities management services. For the Project, it includes cleaning, security and event space reconfiguration services. This component is periodically adjusted every five years during the Operational Phase as a result of benchmarking the Reviewable Services costs.</p> <p>The real value of this component indexes at a combination of CPI and WPI over the Operational Phase.</p>
Non-reviewable Services (indexed)	<p>Reflects Project Co’s other Operational Phase costs, including building management services that are not subject to periodic pricing adjustments and are instead fixed for the contractual term.</p> <p>The real value of this component indexes at a combination of CPI and WPI over the Operational Phase.</p>
Insurance	<p>In respect of Project Co’s forecast industrial special risks and public liability insurance costs. This component is periodically adjusted as a result of benchmarking the costs of these insurances during the Operational Phase in accordance with the Project Deed.</p>
Minor Works (indexed)	<p>In respect of Project Co’s minor works costs during the Operational Phase, to cover the cost of routine works to the assets that fall under a specified monetary threshold.</p> <p>The real value of this component indexes at CPI over the Operational Phase.</p>

5.2 Performance regime

The performance regime is structured to incentivise Project Co to design, construct and maintain assets that comply with the State’s requirements, stated in terms of quality, availability and functionality. The regime has been broadly structured in line with the performance regimes adopted for previous *Partnerships Victoria* availability social infrastructure projects.

Abatements, or reductions, to the QSP may be made each month during the Operational Phase based on Project Co’s performance. In addition, various one-off abatements may be levied upon commencement of operations where certain Development Phase requirements have not been met.

The components of the Project’s performance regime are summarised below.

Table 9: Components of the performance regime

Quarterly Service Payment component	Description
Performance Abatements	Reduction to the QSP for the following failures: <ul style="list-style-type: none"> • Incident failures – where functional areas do not meet specified requirements (including unavailability) and this is not rectified within the required periods. • Quality failures – where minimum service requirements are not achieved, resulting in a quality failure. • System failures – where a situation has a material adverse impact on the operation of systems or prevents the delivery of events.
Mobilisation Abatement	Reduction to the QSP where Services mobilisation activities are not delivered in compliance with the Services Mobilisation Plan.
Local Content Requirements Adjustment	One-off adjustment where the contractually agreed targets for Local Content Requirements for Development Activities are not achieved.
Major Projects Skills Guarantee (MPSG) Adjustment	One-off adjustment where the contractually agreed target for the MPSG Requirement (Development Activities) is not achieved.
Social Procurement Requirements (Development Phase) Adjustment	One-off adjustment where the contractually agreed targets for the Social Procurement Requirements during the Development Phase as set out in section 3.7 are not achieved.
Social Procurement Requirements (Operational Phase) Abatement	Reduction to the QSP where the contractually agreed targets for the Social Procurement Requirements during the Operational Phase as set out in section 3.7 are not achieved.



5.3 Quantum of net payments

The following table provides further details of the quantum of QSPs (net of revenues).

Table 10: Disclosure of nominal cash flows

Cost of contracted proposal (NPC, \$ million) ¹	Discount rates used to arrive at NPC	Total cost of contracted proposal (nominal, \$ million) ²	Payment over first financial year (nominal \$ million) ³
533.8	6.92%	1,378.8	41.5

1. Net present cost as at 31 October 2023.
2. Represents the sum of QSPs over the life of the contract.
3. Reflects payments in FY 2026-27 as first payment is made in that year following Commercial Acceptance scheduled for 2Q 2026

6. Financial liability treatment

The State will accrue a financial liability in its balance sheet in relation to the Project. The financial liability arises due to the costs incurred by Project Co during construction, resulting in a progressive build-up of an asset recognised in the State's balance sheet as work in progress. A financial liability will be progressively recognised in line with these costs, representing the State's obligation to make future payments to Project Co for the financing, design and construction of the Project.

The table below outlines the financial liability for the Project. The reported figure represents the peak financial liability at the end of a financial year that the State will incur based on the Financial Close Financial Model.

This peak occurs in the financial year of Commercial Acceptance.

The financial liability has been calculated under current accounting practice in accordance with AASB 9 Financial Instruments.

Table 11: Disclosure of financial liability

Peak financial liability (nominal, \$m)	Expected year of peak financial liability	Implied interest rate in financial liability (annual)
446.7	30 June 2026	7.64%

7. Partial bid cost reimbursement

The State has made a contribution to the unsuccessful shortlisted Respondents for the verifiable and reasonable external costs incurred in preparing their Proposals (capped to a maximum payment to each unsuccessful Respondent of \$2.5 million).

Reimbursement of a proportion of the unsuccessful Respondents' bid costs is consistent with the *Partnerships Victoria* Requirements where it will maximise competition by incentivising stronger market responses and attracting better quality Proposals. The State retains the intellectual property contained in each unsuccessful Respondent's Proposal.



Part Three: Key Commercial Features



8. Parties to the contracts

The State has contracted with Project Co and other Plenary Conventions entities to deliver the Project. The relevant parties under the contractual arrangements are set out below.

Table 12: Relevant parties

Entity	
State	
The State	The State is a signatory to the Project Deed and ancillary Project documents. The Secretary, Project Development is the body corporate empowered to execute these contracts on behalf of the State.
Key private sector parties	
Project Co	<p>Project Co is Plenary Conventions (GCEC) Pty Ltd in its personal capacity and as trustee of the Plenary Conventions (GCEC) Unit Trust.</p> <p>Project Co is the counterparty to the Project Deed and is the primary contracting entity with the State.</p> <p>Project Co, in turn, has entered into a range of contracts with its consortium members to facilitate the delivery of the Project.</p>
Finance Co	Finance Co is Plenary Conventions (GCEC) Finance Pty Ltd. Finance Co will on-loan funds borrowed from the Financiers to Project Co.
D&C Contractor	The D&C Contractor is Built Pty Limited. Project Co has appointed the D&C Contractor to undertake the Development Activities.
Services Contractor	The Services Contractor is BGIS Pty Ltd. Project Co has appointed the Services Contractor to provide the Services.
Equity Investor	Plenary Investments (GCEC) Pty Ltd has provided or committed to provide the required equity for the Project.
PPP Financiers	<p>The following entities have committed to provide the debt required for the PPP:</p> <ul style="list-style-type: none"> • Australia and New Zealand Banking Group Limited (ANZ) • Industrial and Commercial Bank of China Limited (Sydney Branch) • Westpac Banking Corporation.

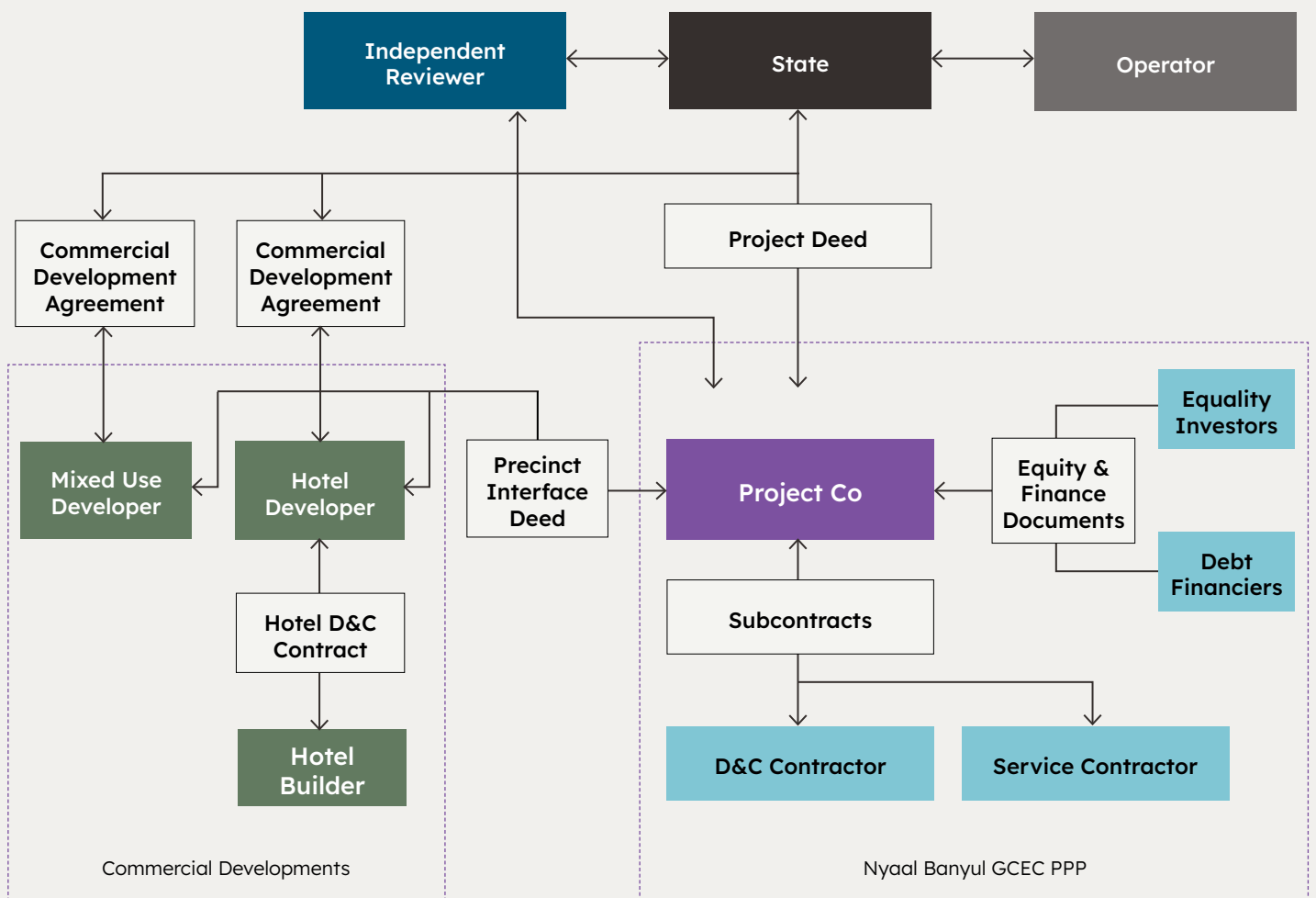
Independent Reviewer	Donald Cant Watts Corke has been jointly appointed by the State and Project Co to oversee the design and construction of Nyaal Banyul in accordance with the Independent Reviewer Deed of Appointment.
Hotel Developer	The Hotel Developer is Plenary Conventions (GCEC) Developer Hotel Pty Ltd. The State has appointed the Hotel Developer to finance, design, construct and complete the Hotel in the Project precinct.
Hotel Tenant	The Hotel Tenant is Plenary Conventions (GCEC) Hotel Property Pty Ltd in its personal capacity and as trustee of the Plenary Conventions (GCEC) Hotel Property Unit Trust. The State has entered into a contract for the grant of a 99 year lease of the Hotel site to the Hotel Tenant.
Hotel Builder	The Hotel Builder is Built Pty Limited. The Hotel Developer has appointed the Hotel Builder to design and construct the Hotel. The Hotel Builder is also the D&C Contractor appointed by Project Co to undertake the Development Activities.
Hotel Financier	The Hotel Financier is ANZ.
Mixed Use Developer	The Mixed Use Developer is Plenary Property (GCEC) Mixed Use Developer Pty Ltd. The State has appointed the Mixed Use Developer to finance, design, construct and complete the Mixed Use Development in the Project precinct.
Mixed Use Tenant	The Mixed Use Tenant is Plenary Conventions (GCEC) Mixed Use Property Pty Ltd in its personal capacity and as trustee of the Plenary Conventions (GCEC) Mixed Use Property Unit Trust. The State has entered into a contract for the grant of a 99 year lease of the Mixed Use Development Site to the Mixed Use Tenant.
Other parties	
Commercial licensees within Nyaal Banyul	Project Co will enter into licences for the commercial opportunity areas within the convention and event centre with future tenants providing food & beverage offerings.
Hotel Operator	The Hotel Tenant will appoint IHG Hotels Management (Australia) Pty Ltd to operate the Hotel Development, once complete. The Hotel Operator will operate the Hotel under the Crowne Plaza brand.
Car Park Operator	The Services Contractor will appoint Wilson Parking Australia 1992 Pty Ltd to operate the Project's underground car park, once complete.

9. Contractual relationships

The contractual framework for the Project adopts a typical document structure used for availability PPPs under the *Partnerships Victoria* framework for the Nyaal Banyul PPP component, together with development agreements and leases for the Commercial Developments.

Figure 3 sets out a high-level overview of the contractual framework between the State and the private sector in relation to the Project. It does not include all ancillary documents.

Figure 3: Contractual structure



Direct deeds and other ancillary agreements are not shown in this figure

10. Contractual terms

10.1 Risk allocation

The risk allocation in the Project Deed allocates risks to the party best able to manage them in order to achieve best value for money for the State. This results in various risks being:

- retained by the State
- transferred to Project Co
- shared between the parties.

The Project Deed and associated documents establish the obligations of each party in managing these risks.

The table below provides a high-level outline of the risk allocation for Nyaal Banyul. Where a risk is allocated to more than one party, those parties may not share that allocation equally. All risks are dealt with in detail in the Project Deed and associated documents.



Table 13: Risk summary for Nyaal Banyul

No.	Type of risk	Description	Allocation		
			State	Shared	Project Co
Land acquisition and planning risk					
1	Land acquisition	Risk associated with acquiring land identified at contract close as required for Project Co's design to be accepted by the State.	✓		
		Risk associated with acquiring land as a result of design changes requested by the State after Contract Close.	✓		
2	Additional land	Any additional land required by Project Co above the land made available by the State.			✓
3	Planning approvals	Obtaining planning approvals for the Project in relation to land made available by the State.		✓	
		Obtaining planning approvals for the Project in relation to any additional land required by Project Co.			✓
		Changes to planning approvals proposed by Project Co after contract close.			✓
4	Compliance with planning approvals	Obligation to comply with relevant planning approval conditions.			✓
Site risks					
5	Pre-existing contamination	Cost relating to the management and removal of pre-existing contamination on the site(s).		✓ (for some specific types)	✓ (for all other types)
6	All other contamination	Cost relating to the management and removal of all other contamination on the Project Site.	✓ (In respect of specific circumstances)		✓

Table 13: Risk summary for Nyaal Banyul (continued)

No.	Type of risk	Description	Allocation		
			State	Shared	Project Co
7	Native Title claims	Risk of cost and delay if native title claims are made in respect of the Project Site.	✓		
		Risk of cost and delay if native title claims are made in respect of any additional land required by Project Co.			✓
8	Aboriginal heritage and artefacts	Risk of cost and delay resulting from discovery of items and Aboriginal heritage and artefacts at the Project Site.		✓	
9	Environmental risk	Risk of general site and environmental conditions (other than contamination)			✓
Design, construction and commissioning risks					
10	Force majeure	Risk of delay caused by force majeure events, which prevent construction milestones being met.		✓	
11	Design risk	Risk that the design development process cannot be completed on time or to budget or that the design does not meet the Project Scope and Delivery Requirements.			✓
12	Construction risk	Risk that construction cannot be completed on time or to budget.	✓ (only where caused by State breach and specified relief events)		✓
13	Equipment	Responsibility for the selection, procurement and maintenance of Equipment.	✓ (only in relation to specified items for the Operator)		✓

Table 13: Risk summary for Nyaal Banyul (continued)

No.	Type of risk	Description	Allocation		
			State	Shared	Project Co
14	Defects risk	Risk that defects are identified following completion of construction.			✓
15	Fitness for purpose (commissioning)	Risk that the assets to be delivered by Project Co are not fit for purpose or does not comply with contractual obligations.			✓
16	Commissioning	Risk that the assets to be delivered by Project Co cannot be commissioned in accordance with the agreed commissioning criteria.			✓
17	State-initiated modifications	If the State elects to make a significant variation to the assets to be delivered by Project Co or the Services to be provided by Project Co.	✓		
Operating risks					
18	Force majeure	Risk that force majeure events affect the operation or availability of the Maintained Assets during the Operational Phase		✓	
19	Asset management KPIs	Meeting required standards with respect to asset management Key Performance Indicators.			✓
20	Asset availability and maintenance	Making the Maintained Assets available in accordance with availability requirements and levels.			✓
21	Meeting performance requirements	The performance of the Maintained Assets or Services do not meet the performance requirements.			✓
22	Maintenance costs	Risk that maintenance costs exceed budgeted costs over the Operational Phase.			✓
23	Operations costs (non-Reviewable Services)	Risk that operations costs exceed budgeted costs over the Operational Phase.			✓

Table 13: Risk summary for Nyaal Banyul (continued)

No.	Type of risk	Description	Allocation		
			State	Shared	Project Co
24	Operations costs (Reviewable Services)	Risk that operations costs exceed budgeted cost over the Operational Phase.	✓ (at each Reviewable Services Date)		✓ (during each Reviewable Services term)
25	Lifecycle costs	Risks associated with the replacement and refurbishment of the Maintained Assets (including plant and finishes) over the Operational Phase.			✓
26	Changes in service levels	<p>Changes in service levels impacting the maintenance and lifecycle of the Maintained Assets:</p> <ul style="list-style-type: none"> • within the parameters specified in the Project Deed; and • modifications to service levels and service plan outside the agreed parameters. 	✓		✓
27	Utility price risk	Risk of change in the price of the utility inputs required by the Maintained Assets.	✓		
28	Utility volume risk	Risk of change in the cost of utilities as a result of energy demand.	✓		
29	Residual life and end of term handover	Satisfying the residual design life requirements for the Maintained Assets at the end of the Operational Phase.			✓
Risks of commercial opportunities and Commercial Developments					
30	Commercial opportunities risk	<p>Risk that actual revenues generated by Nyaal Banyul commercial opportunities for:</p> <ul style="list-style-type: none"> • food & beverage offerings • operation of the underground car park, <p>differ from the Base Case Financial Model.</p>			✓

Table 13: Risk summary for Nyaal Banyul (continued)

No.	Type of risk	Description	Allocation		
			State	Shared	Project Co
31	Commercial Developments interface risk	Risk that State actions under the commercial development agreements impact the delivery or operations of Nyaal Banyul.	✓ (only where caused by State breach or specified relief events)		✓
		Risk that Plenary Conventions' commercial developers and associates impact the delivery or operations of Nyaal Banyul.			✓
Industrial relations					
32	Industrial relations risk	Risks of industrial action in respect of the project (excluding those actions which directly affect Project Co and which directly results from an act or omission of the State)			✓
Change in law or policy risks					
33	General change in law	Risk of a general change in law during the Development Phase.		✓ (above specified time and cost threshold)	✓ (other than where shared)
		Risk of a general change in law during the Operational Phase.	✓		
34	Project specific change in law	Risk of additional cost or delay resulting from changes in law which directly affect the assets to be delivered by Project Co.	✓		
35	Pandemic change in law	Risk of additional cost or delay resulting from changes in law in respect of pandemics.	✓ (after the period accepted by Project Co)		✓ (up to a specified period after Financial Close)

Table 13: Risk summary for Nyaal Banyul (continued)

No.	Type of risk	Description	Allocation		
			State	Shared	Project Co
Financing					
36	Financing	Obtaining and maintaining private sector financing for Nyaal Banyul.			✓
37	Base interest rate risk	Base interest rate risk prior to Financial Close.	✓		
		Base interest rate risk from Financial Close to first re-finance date.			✓
		Base interest rate risk from the first re-finance date.	✓		
38	Refinancing	Risk of refinancing losses.			✓
		Risk of refinancing gains.		✓	
39	Tax	Actual tax payable by Project Co differs from the base case financial model.			✓
40	Forex risk	Risk of forex movements (excluding agreed overseas sourced spare parts).			✓

10.2 Departures from the Harmonised PPP Project Deed

The Project Deed is based on the Partnerships Victoria Standard Project Deed, which was updated during the RFP period and published in September 2023. Key agreed departures are summarised in the following table, including project specific regimes and negotiated outcomes.

Table 14: Summary of departures from the Harmonised PPP Project Deed

Topic	Summary
Project-specific regimes	
Early Works	Incorporates a project-specific regime that allowed Project Co to commence certain early works in August 2023 which are then incorporated into the main Works under the Project Deed.
Car Parking	Incorporates a project-specific regime for Project Co to deliver the underground car park for Nyaal Banyul and the Hotel, and to provide services in relation to all car parking on site to ensure consistent standards. Pricing for the Nyaal Banyul car park is capped having regard to market pricing in Geelong.
Contamination	Incorporates a project-specific regime to address the presence of contamination in the soil and groundwater of the Project Site.
Interface with Commercial Developments	Incorporates a project-specific regime in relation to the interfaces between the PPP and the commercial developments, the integrated design solution for the PPP and the Hotel development.
Power Utility Works	Incorporates a project-specific regime in respect of utility works required to be undertaken by Powercor.
Reinvestment of Value Capture	Provides for the State to reinvest into Nyaal Banyul the value it receives from the lease premium payable in respect of the commercial developments.

10.3 General obligations of Project Co

Project Co's obligations are set out in detail in the Project Deed and associated documents. Project Co's key obligations are summarised below.

10.3.1 Development Phase

During the Development Phase, Project Co is responsible for the design and construction of the new convention and event centre and financing of the Development Activities. The Development Activities include:

- conduct of the design development process with the State, the Operator and Wadawurrung Traditional Owners Aboriginal Corporation
- construction and commissioning of the new convention and event centre by the Date for Commercial Acceptance
- completion of the underground car park on the Project Site, which will provide car parking for Nyaal Banyul and the Hotel
- selection, procurement, installation and commissioning of Equipment, including ICT Equipment, for Nyaal Banyul and the large scale events screen in the public plaza
- landscaping and grounds works, including the public plaza
- construction of the food & beverage outlets located within Nyaal Banyul and fitout of specified areas by the Date for Commercial Acceptance
- completion of utilities and facilitation works external to the Site which will be returned to the relevant authorities
- completion of a public park on the mixed use development site (if the site is not proceeding immediately to construction following completion of Nyaal Banyul)

- obtaining and maintaining required insurances
- drawdown of debt and equity finance in accordance with the financing documents.

10.3.2 Operational Phase

Project Co is responsible for the provision of the Services throughout the Operational Phase, in accordance with the performance standards specified in the Project Deed. The Services include:

- facilities management help desk services
- building management services (asset maintenance and lifecycle replacement, including for specified Equipment) for the Maintained Assets
- waste management and waste disposal services
- pest control services
- grounds and gardens maintenance services
- utilities management services
- cleaning services
- security services
- additional events related services, as requested by the Operator.

Project Co is also responsible for the following during the Operational Phase:

- undertaking minor works within budgeted allowances
- obtaining and maintaining certain insurances
- undertaking all necessary tasks to ensure that the Project Assets are handed back to the State on expiry of the Operational Phase in the required condition and in accordance with the end of term requirements set out in the Project Deed
- repayment of debt and distributions to equity in accordance with the provisions of the financing documents.

10.4 General obligations of the State

The State’s obligations under the Project Deed include the following:

- reviewing and commenting on design documentation and other material that will be submitted by Project Co in accordance with the Project Deed
- making a determination on the achievement of Commercial Acceptance
- payment to Project Co of the QSP during the Operational Phase, subject to any abatement that may apply if Services are not delivered to the required performance standard.

10.5 Changes in cost to the State

10.5.1 Change in law and policy

The State bears the risk of cost increases or savings arising from certain changes in law and changes in policy that occur after Contract Close.

10.5.2 Relief Events

Subject to certain conditions, Project Co may be entitled to performance relief under the Project Deed and to payment by the State of certain additional costs and expenses incurred by it as a result of the events shown in the table below.

Table 15: Relief Events

Relief event	Details of relief event
The State will provide Project Co with an extension of time and costs during the Development Phase for:	<ul style="list-style-type: none"> • A breach by the State of a Project document • Certain acts or omissions of the State or any State Associate when acting in connection with Nyaal Banyul • Certain proximate interface works and site interface works • Cessation or suspension of the construction activities or a material change to the way they are carried out because of a pandemic direction in certain circumstances • Cessation or suspension of the construction activities or a material change to the way they are carried out because of a direction, order or requirement of the law in connection with a heritage claim or native title claim • Industrial action which occurs in the direct vicinity of the Project Site and is caused by the State when acting in connection with Nyaal Banyul or a State Associate (subject to certain exclusions) • Discovery of an Artefact on the Project Site which causes a delay or disruption to, or a material change to the way in which, the Development Activities are carried out • If the State directs the suspension of the construction activities (subject to certain exclusions) • In certain circumstances, the exercise of the State’s right to step-in

Table 15: Relief events (continued)

Relief event	Details of relief event
<p>The State will provide Project Co with relief from performance and costs during the Operational Phase for:</p>	<ul style="list-style-type: none"> • A breach by the State of a Project document • Fraudulent, reckless, unlawful or malicious acts or omissions of the State or any State Associate when acting in connection with Nyaal Banyul • Cessation or suspension of the services or a material change to the way they are carried out because of a direction, order or requirement of the law in connection with a heritage claim or native title claim • Cessation or suspension of the Services or a material change to the way they are carried out because of a pandemic direction • Industrial action which occurs in the direct vicinity of the Project Site and is caused by the State when acting in connection with Nyaal Banyul or a State Associate (subject to certain exclusions) • A licensee of the Operator disrupts Project Co from carrying out the Services, or causes damage to the Maintained Assets • The Operator wilfully damages any Maintained Assets • Certain proximate interface works and site interface works
<p>The State will provide Project Co with relief from performance (but not costs) during the Operational Phase for:</p>	<ul style="list-style-type: none"> • If the State directs the suspension of the Services (subject to certain exclusions) • In certain circumstances, the exercise of the State’s right to step-in • Any act or omission by the Operator, which is not a reasonably foreseeable consequence of the proper performance by the Operator of the Operator Services
<p>The State will provide Project Co with relief from performance, an extension of time and certain costs for:</p>	<ul style="list-style-type: none"> • Earthquake, natural disaster, bushfire, landslide, seismic activity, tsunami or mudslide, and fire, explosion or flood caused by those events • Severe winds • A 100-year flood event • Certain risks that are uninsurable at Contract Close • In certain circumstances, a utility interruption • Suspension of activities due to the occurrence of a force majeure event • The exercise of the State’s right to step-in due to the occurrence of a force majeure event

10.5.3 Modifications and Augmentations

The Project Deed contains the following mechanisms for effecting changes to the scope of the Project.

Modifications

The State may, at its sole discretion, request Project Co to implement changes to the Project Assets and Services, provided that Project Co provides a value-for-money offer to implement the change and the State adequately compensates Project Co in accordance with the Project Deed. This regime captures minor modifications and other changes to the Project scope but excludes augmentations and minor works.

Augmentations

This regime captures substantial changes to the Project requirements and which the State determines should be delivered pursuant to the augmentation process. This process entails up-front agreement about the process for the tendering and implementation of the augmentation, including fees and margins payable and equity returns subject to an agreed cap.

10.6 Default, step-in and termination regimes

Default

A default by Project Co under the contractual arrangements will entitle the State to various remedies. Where a default has occurred, the State will, in most circumstances, be required to give Project Co an opportunity to cure the default.

If the default is not cured by Project Co within the required cure period, it will escalate to a major default.

The Project Deed also elevates a number of events to immediately be classified within the major default category (for example, a failure to achieve Commercial Acceptance by the required date or a failure to maintain the required insurances).

In respect of major defaults, Project Co is required to provide a cure program to be reviewed and agreed by the State.

Where Project Co fails to cure the major default in accordance with the agreed cure program (if the major default is capable of cure) or to comply with the reasonable requirements of the State (if the major default is not capable of cure), this will generally, subject to financier cure rights, give rise to the State's right to terminate the Project Deed.

Certain events of default are so severe that they are not subject to a cure regime. These events give rise to a State termination right immediately upon their occurrence, subject to financier cure rights (for example, the insolvency of Project Co or continued poor performance during the Operational Phase).

Step-in

In addition to triggering termination rights (or potential termination rights), major default events and default termination events may trigger additional State rights and remedies, including the right to step-in to remedy the situation (that is, the right to assume control and management of Nyaal Banyul).

The circumstances where the step-in right for the State, as specified in the Project Deed, can be triggered include when:

- a major default has occurred, and Project Co is not complying with its obligations with respect to the major default
- a default termination event has occurred
- a cure notice has been issued by a key subcontractor
- an emergency occurs, or
- a law entitles the State to a statutory right of step-in.

The default-related step-in right is subject to any step-in rights the financiers may have. During any step-in associated with a default or which is otherwise caused by Project Co, the QSP will be abated to the extent that the Services are not being provided.

Termination

Where the Project Deed is terminated before the natural expiry of the intended 25 year Operational Phase, Project Co may be entitled to a termination payment. The Project Deed may be terminated as a result of any of the following:

- the occurrence of a default termination event
- a force majeure termination event
- voluntary termination by the State.

The basis for the calculation of the termination payment will be determined by the reason for the termination, as summarised in the table below.

Table 16: Termination scenarios

Event	Trigger	Termination payment
Default termination event	The State may terminate the Project Deed if a default termination event occurs (including where a major default has not been remedied in accordance with the Project Deed).	The Project's fair market value determined by retendering or an independent valuer (where there is no liquid market, or the State elects not to conduct a retender).
Voluntary termination	The State may at any time, for reasons of its own choosing, unilaterally elect to terminate the Project Deed for convenience.	The outstanding debt as at the termination date and other reasonable costs, including: <ul style="list-style-type: none"> • a capped amount of break costs to key contractors • a return to equity.
Termination for force majeure	The occurrence of a force majeure termination event.	The outstanding debt as at the termination date plus other costs.

10.7 State rights at expiry of contract

The Project Deed requires Project Co to hand back the Project Assets comprising Nyaal Banyul at the expiry of the Operational Phase (or on earlier termination) for nil consideration in a pre-defined state known as the handover condition. The State will then resume control of those assets.

To ensure that the assets are able to meet the handover condition at the end of the Project, in the two years prior to expiry of the Operational Phase, an independent expert will be appointed to undertake reviews to ensure that lifecycle and maintenance works are completed so that the assets will meet the relevant handover condition.

If the remaining QSPs are equal to or less than 120% of the estimated cost of delivering the works to meet the handover condition, Project Co must elect to either provide additional bonding or allow the State to deposit a portion of the remaining QSPs into an escrow account.

10.8 Audit and inspection rights of the State

The Project Deed includes contractual rights for the State to be given access to information and data, including to:

- inspect, observe or test any part of the works, infrastructure or Project Activities
- examine and make copies of the accounts and other records, reports and all documents reasonably requested of Project Co or any of its key subcontractors in connection with the Project
- disclose information in connection with the Project to satisfy the disclosure requirements of the Victorian Auditor-General or to satisfy the requirements of Parliamentary accountability.



Appendix A

Glossary

Defined term/acronym	Meaning
Commercial Acceptance	The stage when Project Co has achieved the State's design, construction and commissioning requirements as specified in and in accordance with the Project Deed.
Contract Close	The date of execution of the Project Deed and associated documents by the State and Project Co, being 11 December 2023.
Consumer Price Index or CPI	The ABS Cat No. 6401.0 Series ID A2325846C published quarterly by the Australian Bureau of Statistics.
D&C Contractor	Built Pty Limited ACN 083 928 045.
Development Activities	The activities which Project Co is required to perform in the Development Phase.
Development Phase	The period beginning on Financial Close and ending upon achievement of Commercial Acceptance.
Equipment	The furniture, fittings and equipment required for Nyaal Banyul as specified in the Project Scope and Delivery Requirements.
Evaluation Criteria	The criteria for evaluating Proposals, as set out in Appendix B.
Expiry Date	The earlier of the date which is 25 years from Commercial Acceptance or the date of early termination of the Project Deed.
Expression of Interest or EOI	Expression(s) of interest prepared in respect of the Invitation for EOI.
Financial Close	The date upon which all conditions precedent under the Project Deed were satisfied or waived, being 12 December 2023.
Financial Close Financial Model	The financial model submitted by Project Co as updated at Financial Close.
ICT	Information and communications technology.
Invitation for EOI	The Invitation for EOI for the Project issued on 10 May 2022.
Harmonised PPP Project Deed	The Harmonised PPP Project Deed – Social Infrastructure published September 2023.
Hotel	A 200 room Crowne Plaza Hotel, including additional food & beverage offerings and underground car parking
Local Content	Has the meaning given in Section 3(1) of the <i>Local Jobs First Act 2003 (Vic)</i> .
Maintained Assets	The assets on the Site for which Project Co is required to provide Services during the Operational Phase, including Nyaal Banyul.
Major Projects Skills Guarantee or MPSG	Has the meaning given in Section 4.6 of the <i>Local Jobs First Act 2003 (Vic)</i> .
National PPP Policy and Guidelines	The suite of guidance material available at the website www.infrastructure.gov.au/infrastructure-transport-vehicles/infrastructure-investment-project-delivery/national-guidelines-infrastructure-project-delivery

Defined term/acronym	Meaning
NPC	Net Present Cost.
Nyaal Banyul	The convention and event centre, including the underground car park and public plaza, as generally described in Section 3.4 to be delivered by Project Co under the Project Deed.
Operational Phase	The period beginning the day after Commercial Acceptance and ending upon the Expiry Date.
Operator	Melbourne Convention and Exhibition Trust.
Partnerships Victoria Requirements	The State's <i>Partnerships Victoria</i> policy. Further information can be obtained at the Department of Finance and Treasury website: www.dtf.vic.gov.au/partnerships-victoria/procurement-requirements
PPP	Public private partnership.
Preferred Respondent	The Respondent invited to proceed to the negotiation and completion phase.
Project	The delivery, servicing and financing of the facilities and assets as generally described in Section 1.2, comprising Nyaal Banyul to be delivered by Project Co under the Project Deed and the commercial developments in the Project precinct to be delivered by the Plenary Conventions consortium under commercial development agreements.
Project Activities	During the Development Phase, the works undertaken by Project Co, and during the Operational Phase, the Maintained Assets.
Project Co	Plenary Conventions (GCEC) Pty Ltd in its personal capacity and as trustee of the Plenary Conventions (GCEC) Unit Trust.
Project Deed	The principal contract between the State and Project Co that establishes the rights and obligations of the parties in respect of the Nyaal Banyul component of the Project.
Project Objectives	The State's objectives for the Project, as outlined in Section 1.3.
Project Scope and Delivery Requirements or PSDR	The technical specifications for the Project which are annexed to and form part of the Project Deed.
Project Site	The site as described in Section 1.4.
Proposal	A proposal submitted by the Respondent(s) in response to the RFP.
Public Sector Comparator or PSC	The Public Sector Comparator, defined in Partnerships Victoria policy as the 'estimated hypothetical risk-adjusted cost if a project were to be financed and implemented by the government'.
Quarterly Service Payment or QSP	The payments made to Project Co as described in Section 5.
Request for Proposal or RFP	The documents entitled 'Request for Proposal' issued by the State to the Respondents on 14 October 2022.

Defined term/acronym	Meaning
Respondent	Each party who submitted a Proposal in response to the RFP as set out in Section 3.1.
Reviewable Services	The services for which a periodic pricing review may be undertaken in accordance with the Project Deed.
RFP Phase	The phase of the Tender Process which: <ul style="list-style-type: none"> • Commenced on the release of the RFP to Respondents for submission of detailed, fully costed and binding Proposals • Ended on the selection of the Preferred Respondent.
Secretary, Project Development	The body corporate established under section 41A of the <i>Project Development and Construction Management Act 1994 (Vic)</i> , being the party authorised by the State to enter into the State Project Documents.
Services	The facilities management services which Project Co is to provide during the Operational Phase as described in Section 10.3.
Services Contractor	BGIS Pty Ltd ACN 064 638 197.
Social Procurement Framework	Victoria's Social Procurement Framework published 26 April 2018 by the Victorian Government and available at: www.buyingfor.vic.gov.au/social-procurement-framework .
State	The Crown in right of the State of Victoria and its entities.
Tender Process	The procurement process for the delivery of the Project, including each of the following phases: <ul style="list-style-type: none"> • EOI Phase • RFP Phase • Negotiation and Completion Phase.
Value Creation and Capture Framework	The Value Creation and Capture Framework described on the Victorian Government website: www.vic.gov.au/value-creation-and-capture-framework .
Wage Price Index or WPI	ABS Cat No. 6345.0 Series ID A2603609J published quarterly by the Australian Bureau of Statistics.

Appendix B

RFP Evaluation Criteria

Weighted Evaluation Criteria / Sub-Criteria

Evaluation Criterion A: Design Solution

A1	Precinct Design Solution
A2	Core PPP (Nyaal Banyul) Design Response
A3	Commercial Developments Design Response

Evaluation Criterion B: Project Management

B1	Project Resourcing in Development Phase
B2	Development Phase Program
B3	Project Management Plan
B4	Commercial Development Delivery
B5	Acceptance Requirements

Evaluation Criterion C: Services Solution

C1	Operational Readiness
C2	Management of the Service Delivery
C3	Service Specific Solutions
C4	Services Specification Departures

Evaluation Criterion D: Commercial and Financial Solution

D1	Management and Commercial Solution
D2	Core PPP (Nyaal Banyul) Financing Structure
D3	Certainty and Robustness of Core PPP Financing
D4	Hotel Development
D5	Mixed Use Developments
D6	Other Commercial Opportunities
D7	Acceptance of Risk Profile
D8	Financial Capacity

Evaluation Criterion E: Government Policy Requirements

E1	Local Jobs First Policy
E2	Social Procurement

Evaluation Criterion F: Value for Money Assessment

F1	Risk Adjusted Cost of Proposal
F2	Financial Model Assumptions
F3	Value for Money Enhancements and Other Cost Impacts

Appendix C
Public Interest Test

Appendix C - Public Interest Test

Public interest element	Standard	Assessment
<p>Effectiveness</p> <p>Is the project effective in meeting government objectives</p>	<p>Geelong City Deal</p> <p>The Nyaal Banyul Geelong Convention and Event Centre project (Project) is the centrepiece project of the Geelong City Deal (GCD), which is a 10-year plan to revitalise Geelong and unlock the potential of the Great Ocean Road visitor economy.</p> <p>The GCD Implementation Plan (October 2019) set out the following objectives:</p> <ul style="list-style-type: none"> • Revitalise Central Geelong and develop infrastructure to make Geelong an even better place to live, work and invest – supporting continued population growth and economic activity. • Support growth in the visitor economy through strengthening Geelong and the Great Ocean Road Region as leading tourist destinations. • Drive the continued economic diversification and jobs growth, supporting innovation and building on emerging industry strengths for Geelong and the Great Ocean Road Region. • Strengthen collaboration across all three levels of government and the community to deliver better integrated investment and planning for the region. 	<p>Geelong City Deal</p> <p>The Project presents a key opportunity for Geelong to be positioned as an even better place to live, work and do business, attract tourism and investment to the region through the delivery of a high-quality convention and event facility (Nyaal Banyul) and hotel which attracts and accommodates a broad range of visitors and events, revitalising a prime site on Geelong’s waterfront.</p> <p>The Project will contribute to the revitalising of central Geelong by activating the entire Site as a <i>Partnerships Victoria</i> Precinct Partnership. The Precinct Partnership will involve the co-ordinated master planning, delivery, and operation of Nyaal Banyul, public realm and other uses including hotel, retail, and other commercial activity, and catalysing other development and public realm enhancements around the Site.</p> <p>The Project will maximise direct and indirect economic benefit by attracting and enhancing business and tourism activity in Geelong and the south-west region by complementing the State’s existing convention and events infrastructure and capabilities. Further, Nyaal Banyul will enhance the region’s competitive advantages and supply chains by utilising local products, services and knowledge, and providing a venue for events highlighting the region.</p> <p>The Project will support up to 1,450 jobs during construction and an additional 700 ongoing jobs once complete. The inclusion of the hotel will also further boost employment opportunities and strengthen the region’s visitor economy.</p> <p>The Project is funded by all three levels of government and is the largest single investment within the GCD. This significant level of investment and focus on revitalisation and support of the region, will result in close collaboration with the community to deliver the Project.</p>

Public interest element	Standard	Assessment
	<p>Geelong City Deal (continued)</p> <p>In addition to the specific government objectives which apply to the Project as part of the GCD, the Project aligns with all relevant government policies and the following key policies:</p> <p>Value Creation and Capture Framework</p> <ul style="list-style-type: none"> • This policy seeks to maximise the social, economic and environmental outcomes delivered from Government investment through the process of value creation and capture. <p>Social Procurement Framework</p> <ul style="list-style-type: none"> • This policy seeks to maximise the social outcomes delivered from Government investment. <p>Local Jobs First Policy</p> <ul style="list-style-type: none"> • The policy seeks to drive local industry development by specifying local content requirements. 	<p>Geelong City Deal (continued)</p> <p>The Project is closely aligned with a number of State policy objectives, in particular, those which relate to the development of regional Victoria.</p> <p>Value Creation and Capture Framework</p> <p>The Project will deliver an extensive range of value creation and capture initiatives, including commercial opportunities and other benefits.</p> <p>The commercial opportunities to be provided are:</p> <ul style="list-style-type: none"> • new food & beverage outlets adjoining the public plaza; and • underground car parking. <p>Other value creation and capture benefits delivered by the Project’s precinct solution are:</p> <ul style="list-style-type: none"> • the delivery of a 200 room Crowne Plaza Hotel; • additional food & beverage offerings within the Hotel development, including outdoor dining facilities adjoining the public plaza; and • delivery of a mixed use development, comprising other retail, commercial and/or residential developments, designed to maximise the Project precinct’s activation for the future. <p>Social Procurement Framework and Local Jobs First Policy</p> <p>The Social Procurement and Local Jobs First commitments, including those required by the GCD, form part of the contractual documentation with Plenary Conventions. These include implementation of an innovative inclusive employment strategy in partnership with local social enterprises GROW and gforce.</p>

Public interest element	Standard	Assessment
<p>Accountability and transparency</p> <p>Do the partnership arrangements ensure that:</p> <ul style="list-style-type: none"> the community can be well-informed about the obligations of government and the private sector partner; and they can be overseen by the Auditor General? 	<p>The Project complies with all Victorian Government accountability and transparency policies and obligations including under the:</p> <ul style="list-style-type: none"> <i>Freedom of Information Act 1982 (Vic)</i>; <i>Victorian Government Purchasing Board Probity Policies</i>; <i>Best Practice Probity Advice Guidelines</i>; <i>Audit Act 1994 (Vic)</i>. 	<p>The community will be well informed about the obligations of both the Government and private sector partners through several mechanisms, including:</p> <ul style="list-style-type: none"> details of the relevant contracts, subject to commercial-in-confidence considerations, are published in accordance with Victorian Government policy; information on Nyaal Banyul’s performance being available in the Melbourne Convention and Exhibition Trust’s (MCET) annual report, as operator of Nyaal Banyul; the <i>Freedom of Information Act</i> applying to MCET; the Auditor-General will have access to project information in accordance with the <i>Audit Act</i>; Victorian Government Purchasing Board Policies were applied to the tender process; and an independent probity adviser overseeing the procurement process to ensure the process was fair and transparent and conducted in accordance with the Project’s Probity Plan. The probity adviser provided sign-off to government following the conclusion of both the EOI evaluation process and the RFP evaluation process which resulted in the appointment of the Plenary Conventions consortium.

Public interest element	Standard	Assessment
<p>Affected individuals and communities</p> <p>Have those affected been able to contribute effectively at the planning stages, and are their rights protected through fair appeals processes and other conflict resolution mechanisms?</p>	<p>The Project must conduct, or be compliant with:</p> <ul style="list-style-type: none"> • an appropriate public consultation process with those individuals/groups identified as being affected by the Project; • the Local Jobs First (including the Victorian Industry Participation Policy (VIPP) and Major Projects Skills Guarantee (MPSG)) and Social Procurement Policy; • environmental, OH&S and other assessments of the Project Area; • <i>Charter of Human Rights and Responsibilities Act 2006</i> (Vic); and • planning requirements. 	<p>Key project stakeholders have been consulted during the procurement, negotiation and completion phases and will continue to be consulted during the Development Phase (as relevant).</p> <p>The following individuals/groups were identified as being affected by the Project:</p> <ul style="list-style-type: none"> • Government stakeholders including MCET, Regional Development Victoria, Department of Treasury and Finance, Department of Transport and Planning and Australian Department of Infrastructure, Transport, Regional Development, Communication and the Arts; • City of Greater Geelong; • Wadawurrung Traditional Owners Aboriginal Corporation; and • non-Government organisations including local residents, businesses, Deakin University, Geelong Authority and Barwon Regional Partnership. <p>A Communications and Engagement Plan for Key Stakeholders and Community was established from the inception of the Project, and updated periodically through the procurement and now development phase. This aims to provide a forum for members of the local community to participate in the project’s planning and development through open dialogue and consultation and allows feedback from key stakeholders to be incorporated into the government requirements where appropriate.</p> <p>The master plan for the Project included the removal of Waverley House, which was a building noted on the local heritage register. The Minister for Planning accepted that its removal was necessary to fully realise the benefits of the public plaza and its connection to the waterfront. An application was made by some local residents to add Waverley House to the State heritage register, which was considered but not accepted by Heritage Victoria. A subsequent appeal to the Heritage Council was then considered but not accepted, and demolition proceeded in accordance with all laws.</p> <p>The Social Procurement Framework, VIPP and the MPSG apply to the Project. A set of social procurement commitments have been agreed in relation to Nyaal Banyul in consultation with GROW (as required by the GCD), including a targeted strategy to engage with a cohort of disadvantaged jobseekers to provide opportunities via the Project.</p>

Public interest element	Standard	Assessment
<p>Equity</p> <p>Are there adequate arrangements to ensure that disadvantaged groups can effectively use the infrastructure or access the related service?</p>	<p>The Project must comply with all relevant government laws and policies including:</p> <ul style="list-style-type: none"> • <i>Disability Act 2006 (Vic) and the Commonwealth Disability Discrimination Act 1992 (Cth) (DDA);</i> • <i>Racial Discrimination Act 1975 (Cth);</i> • <i>Sex Discrimination Act 1984 (Cth);</i> • <i>Equal Opportunity Act 2010 (Vic);</i> and • <i>Charter of Human Rights and Responsibilities 2006 (Vic).</i> <p>The key disadvantaged groups expected to use Nyaal Banyul are those with physical impairment and the aged.</p>	<p>Universal design principles are a core component of the functional & technical brief for the Project and contractual provisions require Plenary Conventions to comply with all applicable laws, including those noted.</p> <p>The Project will be DDA compliant and will cater for the culturally diverse community that may use Nyaal Banyul.</p>
<p>Public access</p> <p>Are there safeguards that ensure ongoing public access to essential infrastructure?</p>	<p><i>Charter of Human Rights and Responsibilities 2006 (Vic)</i></p> <p>Service recipients to whom government owes a high level of duty of care such as seniors, low-income earners, physically/mentally disabled and people from a non-English speaking background.</p>	<p>MCET is required to comply with all applicable laws and requirements.</p> <p>Further, MCET’s Accessibility Action Plan will provide an additional safeguard to ensure accessibility at Nyaal Banyul.</p>
<p>Consumer rights</p> <p>Does the project provide sufficient safeguards for service recipients, particularly those for whom government has a high level of duty of care, and/or the most vulnerable?</p>	<p><i>Charter of Human Rights and Responsibilities 2006 (Vic)</i></p> <p>Service recipients to whom government owes a high level of duty of care such as seniors, low-income earners, physically/mentally disabled and people from a non-English speaking background.</p>	<p>MCET is required to comply with all applicable laws and requirements.</p> <p>Further, MCET’s Accessibility Action Plan will provide an additional safeguard to ensure accessibility at Nyaal Banyul.</p>

Public interest element	Standard	Assessment
<p>Security</p> <p>Does the project provide assurance that community health and safety will be secured?</p>	<p>State's duty of care to the public.</p> <p>Relevant laws and regulations covering OH&S requirements for MCET's personnel.</p> <p>Minimum performance requirements set out in MCET's obligations and contracts will be required.</p>	<p>The contract with Plenary Conventions requires compliance with health and safety legislation and includes numerous performance standards relating to security and health and safety, such as security response requirements.</p>
<p>Privacy</p> <p>Does the project provide adequate protection of users' rights to privacy?</p>	<p>Applicable privacy standards with which Nyaal Banyul is required to comply are set out in:</p> <ul style="list-style-type: none"> • <i>Freedom of Information Act 1982</i> (Vic); • <i>Privacy and Data Protection Act 2014</i> (Vic); • <i>Surveillance Devices Act 1999</i> (Vic); and • <i>Charter of Human Rights and Responsibilities Act 2006</i> (Vic). 	<p>Nyaal Banyul will ensure the protection of rights to privacy through adherence to the requirements of the 'Information Privacy Principles' as contained in the <i>Information Privacy Act</i>.</p> <p>Broader compliance with the <i>Freedom of Information Act</i>, <i>Surveillance Devices Act</i> and <i>Charter of Human Rights and Responsibilities Act</i> provide an additional layer of privacy protection.</p>

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