

26 October 2016



Tender Documents for

«2806/0628-A» - «Melbourne Renewable Energy Project»



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«2806/0628-A» - «Melbourne Renewable Energy Project»

Part A – Information for Tenderers

1 Invitation to Tender

You are invited to submit a Tender for the supply of electricity and large-scale generation certificates to the MREP Group on the terms set out in these Tender Documents.

This procurement process is intended to support the development of the renewable energy industry, regardless of Federal Government policy concerning the Renewable Energy Target. This in turn will contribute towards reducing member's reliance on fossil fuels to supply electricity.

The MREP Group consists of a group of 14 members that wish to undertake a collective procurement process, representing a total of xx large accounts, xx unmetered accounts (i.e. street lighting) and xx small accounts, as detailed in Part D. Members include Local Government, Universities, ASX listed companies and State Government entities. The MREP Group share a strong commitment to environmental sustainability and community engagement.

The Successful Tenderer(s) will be required to enter into a standard form Green Electricity Retail Sale Agreement (**GERSA**) with each member of the MREP Group for the purchase of both electricity and large-scale generation certificates from a specified new build, utility-scale renewable energy project to be connected to the National Electricity Market. The electricity and large-scale generation certificates will be sourced by the Successful Tenderer(s) under a Power Purchase Agreement with a Developer of a renewable energy project, which will be in a form, approved by the MREP Group which meets the requirements set out in these Tender Documents. Primarily, the renewable energy project will be required to be connected to the National Electricity Market (NEM) and must not rely on biomass fuel sources.

The MREP Group anticipates that each GERSA will be for a period of 10 years, with the option to extend for a further three (3) years until December 2030 at the latest. The supply of electricity and LGCs, as well as the ongoing management of the GERSAs, will be cost competitive, demonstrate superior value for money and be conducted in a trouble-free manner with minimum involvement from group members. The Successful Tenderer(s) will be committed to communicating the co-benefits associated with the Project. This will include social and environmental co-benefits, as well as delivering reputational, marketing and branding benefits to members of the MREP Group.

2 Procurement Agent

Procurement Australia has been engaged by the City of Melbourne Renewable Energy Purchasing Group (**MREP Group**) to coordinate this Invitation to Tender.

Maps Group Limited trading as Procurement Australia is a public company, which negotiates and facilitates contracts for common use goods and services on behalf of its members. Procurement Australia offers suppliers targeted access to its membership base through its tender process and marketing programs.

Any references in these Tender Documents and any subsequent contract documents relating to Procurement Australia shall be deemed to refer to Maps Group Limited.

3 Tender Documents

The Tender Documents comprise the following Parts:

- A. Information for Tenderers
- B. Conditions of Tendering
- C. Proposed Contract Terms
- D. Specifications
- E. Returnable Schedules
- F. Customer electricity consumption and interval data

Any addenda to any of the above Parts of which Procurement Australia has advised Tenderers prior to the Tender Closing Date and Time will also be deemed to form part of these Tender Documents, in accordance with Part B - Conditions of Tendering, section 7.

A data file containing customer electricity consumption and interval data will be available for Tenderers. Tenderers must have registered on the TenderLink website (www.tenderlink.com/procurementaustralia) and accessed the «2806/0628-A» - «Melbourne Renewable Energy Project»

Respondents must then email **[insert contact]** with the subject line 'Consumption Data – Melbourne Renewable Energy Project' to request provision of the data file. The data file will be transferred using the Dropbox platform. Requesters are required to establish their own Dropbox account.

4 Submission Requirements

Tenderers are required to submit all information relevant to the assessment of their Tender in the order specified in the "Submission Details" section below.

Submissions must be uploaded into the TenderLink website prior to the Tender Closing Date and Time in the following formats:

- MS Word for tables and text;
- MS Excel for pricing schedules and spread sheets; and
- Adobe pdf for general information.

Submissions lodged by hardcopy, facsimile, email or alternative electronic means (other than those mentioned above) will not be considered.

5 Submission Details

Tenderers are required to submit:

- a) all information relevant to the assessment of their Tender; and
- b) any other information they consider relevant to their Tender.

This must include:

- c) name and title of contact person in the Tenderer's organisation to provide further information if required to assist with the evaluation process (see Part E – Returnable Schedules, Schedule 2);
- d) information required to be provided as highlighted throughout the Specifications; and
- e) the Returnable Schedules duly completed.

6 Enquiries

All enquiries in relation to the Tender Documents must be submitted using the online confidential forum TenderLink.

TenderLink can be accessed using the following link: www.tenderlink.com/procurementaustralia

Select the «**2806/0628-A**» - «**Melbourne Renewable Energy Project**» tender and submit your question to the forum.

Customer electricity consumption and interval data will be provided in accordance with the process set out in section 3 of Part A.

Each Tenderer's question which is received prior to the closing time for questions (specified below) and any reply by Procurement Australia, will be made available on TenderLink to all registered Tenderers, without identifying the person or organisation who submitted the question.

Tenderers must post any questions to the forum on TenderLink by the day which is 10 working days before the Tender Closing Date. Procurement Australia reserves the right not to respond to any question or request, irrespective of when such question is received.

An individual Tenderer's details are only available to Procurement Australia and the evaluation panel.

These Tender Documents may only be modified in accordance with the process set out in Part B - Conditions of Tendering, section 7. No statement or written communication made by any staff member of Procurement Australia or any other person will modify these Tender Documents except as provided in that section.

Communications with staff of Procurement Australia or Advisers or consultants assisting Procurement Australia or staff of MREP Group members who are engaged in this Tender, in relation to the Tender Documents or the Tender process is not permitted during the Tender process except as provided in this section 6. Procurement Australia staff may be contacted for the purposes of obtaining customer electricity consumption data as provided for in Section 3. Communications with MREP Group members in the ordinary course of business, other than for the purposes of this Tender (e.g. for the conduct of banking, municipal services, etc.) is permitted. All enquiries after the Tender Closing Date and Time must be referred to the persons named in Part B section 41.

Tenderers found contravening this condition may be excluded, at Procurement Australia discretion, from this Tender process.

7 Definitions and Interpretation

Capitalised terms used in these Tender Documents have the meaning given to them in Part B - Conditions of Tendering, section 42 unless provided otherwise.

In these Tender Documents, unless provided otherwise:

- references to a Part or section are references to a Part or section of this Invitation to Tender;
- if a word or phrase is defined its other grammatical forms have corresponding meanings; and
- the phrases 'includes' or 'including' means including or including without limitation.

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Part B – Conditions of Tendering

1 Information to be submitted and multiple offers

The Tenderer must submit the information specified in the Submission Requirements (Part A – Information for Tenderers, section 4) and Submission Details (Part A – Information for Tenderers, section 5) by the Tender Closing Date and Time (see this Part B – Conditions of Tendering, section 8).

Failure to submit the required information by the Tender Closing Date and Time will lead to the Tender not being considered. Procurement Australia and the evaluation panel may deem a Tender to have met the submission requirements at its sole discretion and will allow a Tenderer to make minor corrections and/or provide limited additional information for the purposes of compliance with the submission requirements and submission details.

The Tenderer must supply all additional information requested by Procurement Australia during the evaluation period. Failure to supply additional information may result in the Tender being excluded, at Procurement Australia discretion, from this Tender process.

Tenderers may submit multiple offers provided that:

- a) each offer is submitted as a separate Tender response; and
- b) no more than **3** Tender responses from the same Tenderer may be submitted.
- c) In the event that more than 3 Tenders are submitted, unless Tenderers advise Procurement Australia to disregard a Tender, Procurement Australia will only accept the first 3 Tenders submitted. In the event that Tenderers wish to advise Procurement Australia to disregard a Tender, Tenderers must contact the officer name at section 41 of Part B on or before the Tender Closing Date.

Any additional offers (more than the 3 responses) will not be considered.

2 Form and acceptance of Contract

An overview of the contractual framework and proposed form of Contract are set out in Part C – Proposed Contract Terms, sections 1 and 2.

Tenderers must submit as part of their Tender:

- a) an irrevocable, unconditional binding offer for the Validity Period to enter into a Contract with each member of the MREP Group, which offer must be in the form set out in Part E – Returnable Schedules, Schedule 1;
- b) a copy of the proposed PPA Terms between the Tenderer and the Developer included as Part E – Returnable Schedules, Schedule 19, which:
 - i) may be subject to conditions precedent (including the execution of each Contract); and
 - ii) includes provisions which address the Key PPA Terms set out in Part C – Proposed Contract Terms, section 3, subject to any non-compliances identified by the Tenderer in Part E – Returnable Schedules, Schedule 3;
- c) documentation to support an assessment of the Tender's ability to reach financial close, as well as commence construction and supply of electricity from the proposed project site as per the milestone plan provided. Such evidence must be included as Part E – Returnable Schedules, Schedule 19, containing at a minimum:
 - i) letters of support from equity, grant and finance providers specifying the project and amount of support (in Australian dollars), including term sheets which may be subject to conditions precedent (including the execution of each Contract);
 - ii) letter from the relevant transmission network provider, evidencing the status of the network connection application / approval as may be applicable; and

- iii) evidence of a shortlist or preferred service providers, including EPC / technology suppliers and balance of plant contractors.
- d) a Developer's Letter of Acknowledgment as Part E - Returnable Schedules, Schedule 18.

The Developer's Letter of Acknowledgment must be in the form of a letter signed by an authorised representative of the Developer and addressed to the MREP Group and must at a minimum contain the following information:

- the name of the Developer and its contact details;
- the name of the Tenderer who has submitted the Tender identifying the Developer and the Project;
- an acknowledgment by the Developer that it:
 - has examined the Tender Documents, the Tenderer's Tender, any other documents referred to in the Tender Documents, and any other information made available by Procurement Australia to Tenderers;
 - agrees to comply with the requirements of the Tender Documents (including Part B - Conditions of Tendering) to the extent applicable to it; and
 - has agreed to the Tenderer submitting the Tender which identifies the Developer and the Project; and includes a copy of the proposed PPA Terms between the Developer and the Tenderer and associated project documentation referred to in the Key PPA Terms set out in Part C – Proposed Contract Terms, section 3;
- an irrevocable, unconditional undertaking from the Developer for the Validity Period that, if the Tenderer is a Successful Tenderer, it will enter into the proposed PPA with the relevant Tenderer in the form submitted with the Tenderer's Tender (with any additional amendments agreed to by the Tenderer, the Developer and the MREP Group); and
- a warranty from the Developer that the details given in the Tender in relation to the Developer and the Project are accurate and complete.

3 Non-compliances with Tender Documents

Any statements made by Tenderers that they will not comply with any part of the Contract or the Key PPA Terms does not result in that Tender being automatically considered a non-complying Tender for the purposes of Part B - Conditions of Tendering, section 4.

Tenderers must detail any non-compliance with the requirements of the Tender Documents (including the terms of the proposed Contract and the Key PPA Terms) in the relevant tables set out in Part E – Returnable Schedules, Schedule 3.

The MREP Group is prepared to contemplate minor variations or departures from the proposed Contract or Key PPA Terms. However, Tenderers should note that significant or substantive variations or departures will not be viewed favourably unless the Tenderer is able to demonstrate the necessity for such variations or departures and the value for money derived from the departure.

Tenderers must state if they will not comply with the Contract or the Key PPA Terms or will only comply with the Contract or the Key PPA Terms subject to amendments.

Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be clearly stated in the space provided in the tables set out in Part E – Returnable Schedules, Schedule 3, together with (where applicable) any amendments that would make the relevant provision acceptable to the Tenderer; and any mandatory service feature requirements listed in Schedule 14.1 – Retail service requirements.

Any proposed amendments to the Contract must be in the form of proposed drafting amendments to the relevant provisions (e.g. "clause [x] to be amended to read as follows..."). Indefinite responses such as "to be discussed" or "to be negotiated" are not acceptable.

Procurement Australia and the MREP Group will assume that a Tenderer is able to and will comply in all respects with the Contract and the Key PPA Terms unless the Tenderer expressly states otherwise. Failure to identify any non-compliance in the tables provided may result in a Tender being disregarded.

4 Non-Conforming Tenders

Non-Conforming Tenders may be considered at the sole discretion of the MREP Group Tender evaluation panel.

A Non-Conforming Tender must be clearly labelled as a "Non-Conforming Tender", will be treated as a separate Tender and must include all relevant details, including setting out the difference between the Tender if it had been a Conforming Tender and the Non-Conforming Tender and describing the benefits and disadvantages that will be delivered to the MREP Group as a result of the Non-Conforming Tender.

Preference may be given to terms offered which most closely conform to the requirements specified.

Procurement Australia reserves the right to reject or accept any Non-Conforming Tenders.

Procurement Australia may determine in its discretion whether a Tender is a Conforming Tender or a Non-Conforming Tender.

5 Joint Offers

Procurement Australia will accept a joint and or consortia Tender, provided that the binding offer to (among other things) enter into each Contract in the form set out in Part E – Returnable Schedules, Schedule 1 must be from a single legal entity (being the electricity retailer that it is proposed enter into each Contract).

For the avoidance of doubt, where a Tender is submitted jointly with a Developer, the Developer must provide a Developer's Letter of Acknowledgment in accordance with this Part B - Conditions of Tendering, section 2 in the form set out in Part E – Returnable Schedules, Schedule 6.

6 Validity

The Validity Period for a Tender (other than the Mismatched Energy Rates) is (except as agreed otherwise) 180 days from the Tender Closing Date and Time.

Procurement Australia reserves the right to request an extension to the 180 day Validity Period of up to 120 days by notice to each Tenderer that submits a Tender. Tenderers must by notice to Procurement Australia signed by the Tenderer and the proposed Developer, confirm whether they and the proposed Developer accept the amended Validity Period set out in Procurement Australia's notice or withdraw the Tender, which withdrawal will be effective from the end of the original 180 day Validity Period. Any

Tenderers that do not give such a notice will be deemed to have withdrawn their offer with effect from the end of the original 180 day Validity Period.

By submitting the Tender, the Tenderer (and the Developer, where applicable) agrees that the Tender is binding and will remain valid and binding upon the Tenderer (and the Developer, where applicable) for the Validity Period (or any longer period agreed to by the Tenderer and Developer in writing) and may not be withdrawn or amended prior to the expiration of the Validity Period or any agreed longer period.

The Mismatched Energy Rates submitted with a Tender will be used for evaluation purposes only. It is expected that the prices quoted for the Mismatched Component of the commodity in the Tender will be reflective of market conditions at the time of the Tender. The Successful Tenderer will be required to restate the Mismatched Energy Rates 60 days prior to the Sale Commencement Date for the Contract (or the first Sale Commencement Date to occur under a Contract, where the Sale Commencement Date under each Contract is not the same). This adjusted price must be valid for a period of 96 hours and will be benchmarked by an independent energy market specialist appointed by the MREP Group.

7 Addenda

Procurement Australia reserves the right to issue addenda to clarify, amend, add to or delete any part of these Tender Documents at any time and from time to time prior to the Tender Closing Date and Time. No explanation or amendment to, or interpretation of, the Tender Documents shall be recognised unless in the form of a written addendum issued by Procurement Australia. All conditions of these Tender Documents will apply to any addenda issued and Tenderers must submit their Tenders in accordance with the Tender Documents as amended or clarified by such addenda. Tenderers must identify each addenda issued by Procurement Australia in Part E – Returnable Schedules, Schedule 16.

8 Timetable for the Tender

Procurement Australia sets out below its indicative timeframe for this Tender process:

Description	Indicative Date
Invitation to provide complete responses to tender documents	21 October 2016
Tender Closing Date and Time	24 February 2017
Evaluation of Tenders	By mid April 2017
Shortlist and final pricing round	Approximately April 2017
Negotiation with shortlisted Tenderers	Approximately April 2017
Award of Contract	Approximately June 2017
Sale Commencement Date	As specified for each customer in Part D, Section 2, Table 4.

These timeframes are indicative only on the part of Procurement Australia and may change.

9 Contents of Tender

In addition to Part A – Information for Tenderers, sections 4 and 5, a Tender must be prepared and submitted in accordance with the following requirements:

- a) The Tenderer's binding offer (see Part E – Returnable Schedules, Schedule 1) must be signed by a person authorised to make such an offer and the Tenderer must complete all the Returnable Schedules.
- b) The Tender must contain an address for the service of any notices to the Tenderer in connection with the Tender.
- c) The Tender must be submitted using the Tender form documents provided by Procurement Australia and be in accordance with the terms and conditions of these Tender Documents.
- d) Tenderers must lodge one electronic copy of their Tender using the TenderLink website.
- e) All Tender submissions received will become the property of Procurement Australia and are non-returnable.

Subject to any additional information sought under section 15, any Tenders that are submitted not in accordance with the requirements in this section may result in the Tender being excluded, at Procurement Australia discretion, from this Tender process.

10 Tender Closing Date and Time

Procurement Australia utilises the TenderLink electronic portal to issue tender documents to the market and enable interested respondents to submit their tender responses.

Each Tender must be lodged via upload into the TenderLink portal **before** the Tender Closing Date and Time. Only Tenders received through TenderLink will be considered.

To lodge your Tender via the TenderLink portal go to the internet website address below, login into your Account and upload the Tender into the “«2806/0628-A» - «Melbourne Renewable Energy project» tender”

www.tenderlink.com/procurementaustralia

This Invitation to Tender’s Closing Date and Time is 3:00PM 24 February 2017 AEDT

The Tender Closing Date and Time may be varied or extended in accordance with Part B - Conditions of Tendering, section 14.

11 Late Submission Policy

To guarantee that Tender submissions are evaluated, it is imperative that Tenderers understand the following functionality of the TenderLink portal:-

- All Tender documents must be fully uploaded before the Tender Closing Date and Time. Non-compliance will result in an email notifying you that your Tender upload submission was unsuccessful.
- After the Tender Closing Date and Time, the Tender electronic submission box will no longer be visible and lodgement of Tender submission documents is not possible.

Late Tender submissions will not be accepted by Procurement Australia. It is the Tenderer's responsibility to ensure that the Tender is received by Procurement Australia by the Tender Closing Date and Time. Procurement Australia accepts no responsibility or liability for Tenders which are not received on time.

12 Status of Tender

- a) Procurement Australia may accept any Tender or part Tender and without limitation:

- i) may accept one or more Tenders for any single class of the product and/or service item or items;
 - ii) need not accept the lowest Tender; and
 - iii) need not accept any Tender.
- b) Consistent with this Part B- Conditions of Tendering, Procurement Australia may deem any Tender to be Non-Conforming and exclude the Tender on that basis.
- c) This Invitation to Tender must not be construed, interpreted or relied on as an offer capable of acceptance by the Tenderer, or as creating any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds, in favour of the Tenderer or any other person (including a Developer).
- d) Selection as a Successful Tenderer does not give rise to a contract (express or implied) between the Successful Tenderer and any member of the MREP Group for the supply of any goods or services. No contract will arise between any member of the MREP Group and the Tenderer, and no obligations or liabilities will be imposed on any member of the MREP Group, until a formal written Contract is executed by the Successful Tenderer and that member.
- e) Each Tender constitutes an irrevocable and unconditional binding offer by the Tenderer for the Validity Period to enter into a Contract with each member of the MREP Group:
- i) in the form set out in Part C - Proposed Contract Terms, section 2, subject to any non-compliances identified by the Tenderer in Part E – Returnable Schedules, Schedule 3; and any non-complying service feature requirements listed in Schedule 14.1; and
 - ii) incorporating the prices, load and other customer-specific details applicable to that member as set out in table 4 of section 2 of Part D, Specifications of these Tender Documents and Part E- Returnable Schedules, Schedule 14 of the Tender.

All Tenderers will be notified in writing of the completion of the Tender process and the outcome of their Tender by Procurement Australia. Procurement Australia's advice in so doing shall be final.

13 Procurement Australia's rights

Without limiting its rights at law or otherwise, Procurement Australia reserves the right in its absolute discretion at any time to:

- a) cease to proceed with the process outlined in this Tender;
- b) change the structure and timing of the Tender process;
- c) vary or extend any time or date in this Tender for all or any Tenderer or other persons, at any time and for such period, as Procurement Australia considers appropriate;
- d) suspend or vary the Tender or any part of it (including the Contract or the PPA Key Terms);
- e) select any Tenderer at its sole and unfettered discretion; and
- f) subject to clause 24, publish the name and prices of any successful Tenderer.

14 Variation of Tender Closing Date and Time

The Tender Closing Date and Time may be varied or extended, at any time and for such period, as Procurement Australia at its absolute discretion considers appropriate, but only by written notice from Procurement Australia.

15 Evaluation of Tenders

Procurement Australia will coordinate the evaluation of all Tenders received in order to assess which Tenderers (if any) will be awarded the Contract. In the course of the evaluation process, Procurement Australia may request additional information by way of clarification or otherwise and Tenderers must comply promptly with any such request at their cost.

Tenderers are advised that Procurement Australia reserves the right to seek clarification, verification and additional information from third parties (including the Developer) and the Tenderer authorises Procurement Australia to do so.

Procurement Australia reserves the right to call for presentations from Tenderers to assist in the evaluation process. Dates and times of these presentations, if required, will be at the discretion of Procurement Australia.

Procurement Australia reserves the right to request an inspection of reference sites that the Tenderer has been, or is currently, involved with. Dates and times of any such inspection, if required, will be at the discretion of Procurement Australia.

Procurement Australia reserves the right to invite shortlisted and/or preferred Tenderers to submit a best and final offer (also referred to as a final pricing round) for consideration in relation to part or all of their respective Tenders. Procurement Australia is under no obligation to provide tenderers the opportunity to submit a best and final offer, and therefore Tenderers are strongly encouraged to submit their best and final offers in the first instance.

In evaluating Tenders, members of the evaluation panel shall have regard only to the responses contained in the Tender. Their evaluation will be based on the Tenders as submitted, any clarification that may have been sought by the Procurement Australia on behalf of the evaluation panel and any advice provided from specialist Advisers. Each Tender submitted will be evaluated only against the evaluation criteria detailed in these Tender Documents.

The below diagram is an indicative summary of the process that will be undertaken by the evaluation panel.

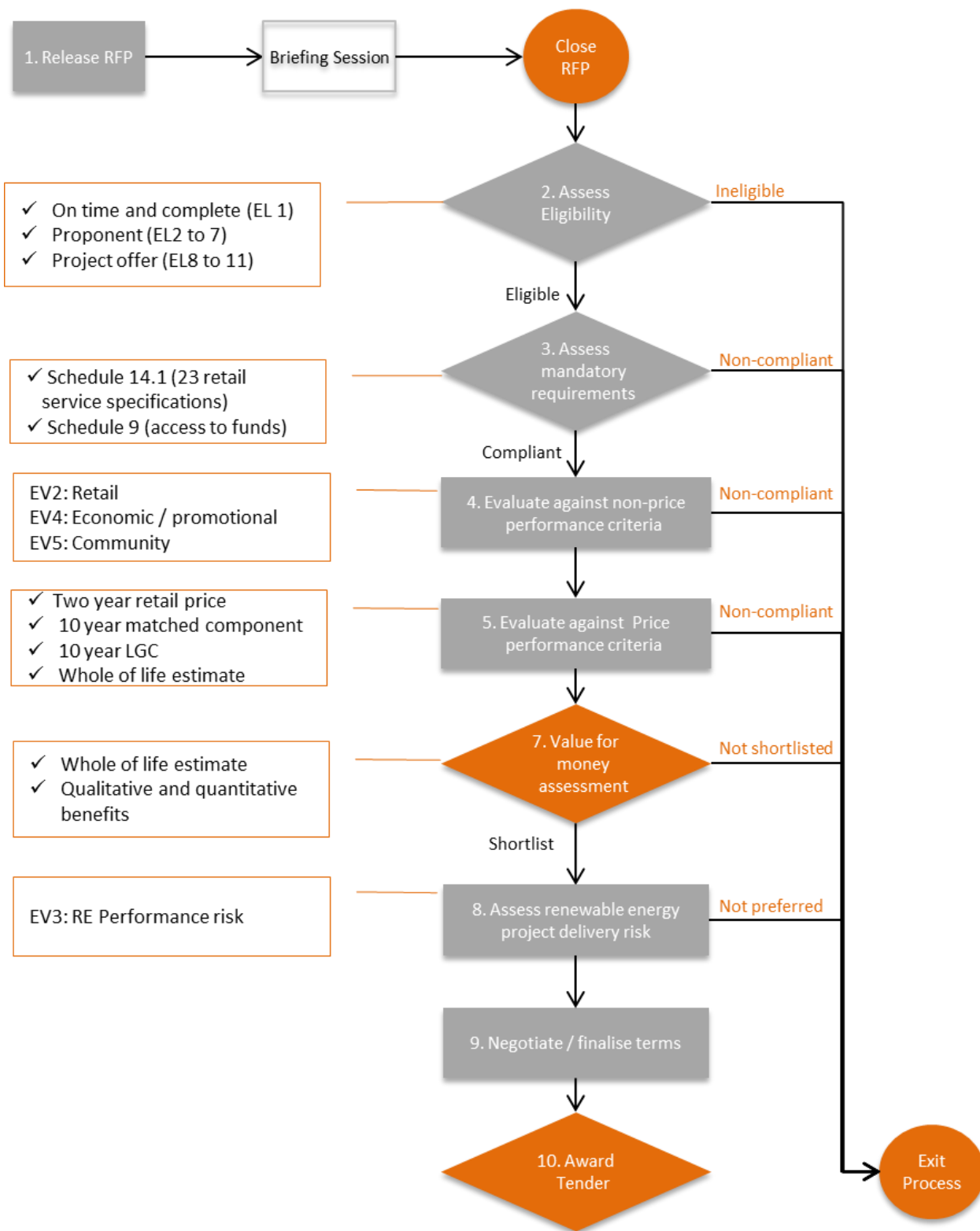


Figure 1: Overview of evaluation process

The evaluation and short listing of Tenderers is confidential and shall not be disclosed by Procurement Australia beyond the MREP Group, evaluation panel and Advisors at any time during or after the evaluation process.

Only Tenders received from entities that have registered and obtained a set of Tender Documents from Procurement Australia will be considered.

All Tenders will be evaluated in accordance with the Eligibility Criteria and Performance Evaluation Criteria set out below. Further detail on the considerations of the MREP Group under each of the Performance Evaluation Criteria is provided in Part D – Specifications, Section 5.

Eligibility Criteria (EL)

Eligibility Criteria details mandatory compliance thresholds which Tenderers must meet or exceed. Failure in this regard may result in disqualification of the Tender, with no further evaluation conducted. The criteria listed below are detailed in Part D section 5. The eligibility criteria may be evaluated at any point during the evaluation process but will not be weighted:

- Completeness
- Legal entity of the Tenderer
- Financial viability
- Retail service capacity
- Corporate reputation
- Compliance with the conditions specified in these Tender Documents

Performance Evaluation Criteria (EV)

Tenderers must address each Performance Evaluation Criteria listed in the table below. The Evaluation of Tenders against the Performance Evaluation Criteria will include a minimum level of performance requirement in order for Tenders to be deemed Conforming. Tenders that do not meet this minimum level of performance as rated by the evaluation panel may be deemed Non-Conforming and excluded from further evaluation. The pricing criterion will be determined based on a whole of life cost estimate for the MREP group as a whole.

Performance Evaluation Criteria	Proposed Weighting
Price	60%
Retailer service	10%
Renewable energy project delivery risk	10%
Community and Environmental Benefits	12.5%
Victorian / Local Community Economic and Promotional Benefits	7.5%
Total	100%

The weightings assigned to each criterion in the table above, will determine the shortlisting of Tenders with reference to overall value for money. Each of the Performance Evaluation Criterion is discussed in further detail Part D section 5.

16 Discounts

Not used.

17 Australian content

Not used, considered under evaluation criteria.

18 Environmental Sustainability

Environmental Sustainability elements will be considered in the evaluation criteria and should be addressed in Part E – Returnable Schedules, Schedule 11.

Additionally, the Successful Tenderer will be required to adhere to NAB's Supplier Sustainability Principles, which can be viewed at https://www.nab.com.au/content/dam/nabrwd/About-Us/corporate-responsibility/docs/150306_group-sustainability-principles.pdf and have been adopted by each member of the MREP Group for the purposes of this Invitation to Tender.

19 Contact with the Tenderer

The Tenderer must provide to Procurement Australia, in accordance with Part E – Returnable Schedules, Schedule 2, the requested contact details of the Tenderer.

20 Language, Units of Measurement and Monetary References

All Tenders and supporting technical data, plans and the like must be written in English and use Australian legal units of measurement. Monetary references must be references to Australian currency with all pricing fixed in Australian dollars.

21 Discrepancies, errors and omissions in Tender Documents

If the Tenderer finds any discrepancy, error or omission in the Tender Documents, or requires clarification on any matter, it may request clarification in accordance with the process set out in Part A - Information for Tenderers, section 6.

22 Pricing

Detailed pricing requirements are specified in Part D – Specifications, Section 3, as well as Part E – Returnable Schedule 14.

23 Questions relating to the Tender

Any questions arising in connection with the Tender must be submitted in accordance with the process set out in Part A - Information for Tenderers, section 6.

24 Tenderers to inform themselves

In submitting a Tender, the Tenderer warrants that:

- a) they have examined the Tender Documents, any other documents referred to in the Tender Documents, and any other information made available by Procurement Australia to Tenderers, for the purposes of preparing their Tender;
- b) they have examined, and taken into account in submitting their Tender, all further information which is obtainable by the making of reasonable and timely enquiries and relevant to the risks, contingencies and other circumstances having an effect on their Tender; and
- c) they have satisfied themselves as to the correctness and sufficiency of their Tender, including quoted prices, which shall be deemed to cover the cost of complying with all conditions of these Tender Documents.

25 Confidentiality

The Tenderer acknowledges and agrees that Procurement Australia may disclose to the MREP Group, the evaluation panel, its Advisers and consultants (including but not limited to its lawyers and accountants) and to review and audit bodies or authorities, any information given to it by a Tenderer in such manner as it thinks fit in the process of evaluating the Tender and may publish in its business papers prices and other details of any Tender as may be required and permitted by law. In addition, Procurement Australia may disclose details of successful Tenderers in accordance with its and Government policies on disclosure of information relating to tenders.

Additionally, for the purposes of promoting the Project, the MREP Group reserves the right to communicate general details regarding Tenders received in response to these Tender Documents. For example, total number of responses received, the total aggregated generation potential of the responses received, and the states in which the Projects are located and post award, the Project location, key benefits and approximate value of the new generation facility. Commercially sensitive details, such as contracted mismatched energy rates, will remain commercial in confidence between the parties and considered confidential.

26 Disclosure by Tenderers

Tenderers must not make any public announcement concerning the registration of any Tenderer or any other matter concerning this Tender or any Contract resulting from a Tender without the prior written approval of the contact persons named in section 41 of this Part B – Conditions of Tendering.

27 Conflict of interest

Tenderers must identify any actual or potential conflict of interest in relation to their Tender in Part E – Returnable Schedules, Schedule 1.

If at any time, actual, potential or perceived conflicts of interest arises for a Tenderer, that Tenderer must immediately notify Procurement Australia in writing. Procurement Australia may, at its absolute discretion:

- a) enter into discussions to seek to resolve such conflict of interest; or
- b) take any other action as it considers appropriate to resolve or mitigate the conflict of interest.

28 Security, Probity and Financial Checks

Procurement Australia reserves the right to perform such security, probity and/or financial checks and procedures in respect of a Tenderer or the Developer as Procurement Australia, at its absolute discretion, may determine are necessary. These checks may be undertaken by a third party. The Tenderer must supply any additional information requested in relation to such checks by Procurement Australia or the third party during the evaluation period.

Procurement Australia reserves the right to take into account in the evaluation of a Tender any matters revealed or to defer or cancel negotiations with a particular Tenderer as a result of its probity/security/financial investigations.

29 Unauthorised approaches to staff

Other than communications provided for in Part A section 6, approaches to Procurement Australia and the MREP Group's representatives without written permission from the contact persons named in section 41 of this Part B – Conditions of Tendering, or as otherwise permitted by this Tender are strictly forbidden. Tenderers found contravening this condition may be excluded, at Procurement Australia discretion, from this Tender process. Communications with MREP Group members in the ordinary course of business, other than for the purposes of this Tender (e.g. for the conduct of banking, postal services, municipal services, etc) is permitted.

After the Tender Closing Date and Time all enquiries in relation to this Tender must be directed to the contact persons named in section 41.

30 False and misleading claims

If a Tenderer is found to have made a materially false or misleading claim or statement, Procurement Australia reserves the right to reject at any time, any Tender lodged by or on behalf of the Tenderer.

31 Collusive arrangements

The Tenderer must not engage in any uncompetitive behaviour or other practice that denies legitimate business opportunities to other Tenderers, Procurement Australia, the MREP Group members, or participants in the Tender process, including, but not limited to, the following matters concerning collusive tendering:

- a) agreement between the Tenderers as to who should be awarded the Contract;
- b) any meetings of Tenderers to discuss the preparation of Tenders prior to the lodgement of the Tenders;
- c) exchange of information between Tenderers about Tenders;
- d) agreement between Tenderers or other organisations for the payment of money or securing of reward or benefit for unsuccessful Tenderers by way of the successful Tenderer or other organisation;
- e) agreement between Tenderers to fix prices;
- f) any assistance to any Tenderer to submit a cover submission (that is, a submission submitted as genuine but which has been deliberately prepared in order not to be selected for contract award); or
- g) any agreement between Tenderers prior to the lodgement of Tenders to fix the rate of payment of employer or industry association fees where the rate of payment is conditional upon the Tenderer being awarded a Contract.

Tenderers found contravening this condition may be excluded, at Procurement Australia's discretion, from this Tender process.

Tenderers are required to submit a Collusive Tendering Statutory Declaration set out in Part E – Returnable Schedules, Schedule 17, as part of their Tender.

32 Limitation on liability

Procurement Australia is engaged by the MREP Group to conduct and coordinate this Invitation to Tender.

Procurement Australia, and all members of the MREP Group, are not and will not be liable in any way to any person for anything including compensation, damages or costs as a result of anything to do with

responding to this Tender. This limitation includes (without limitation) loss incurred or damage suffered as a result of Procurement Australia's, or a member of the MREP Group's, negligence.

Procurement Australia, and any members of the MREP Group, shall not be liable to any person on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds as a consequence of anything relating or incidental to a Tenderer's participation in the Tender process, including instances where:

- a) a Tenderer is not engaged to provide any goods or services;
- b) Procurement Australia varies or terminates the Tender process or any negotiations with a Tenderer; or
- c) Procurement Australia exercises or fails to exercise any of its other rights under or in relation to these Tender Documents.

In the event that, notwithstanding this clause, Procurement Australia or a member of the MREP Group is found to be liable in any way, Procurement Australia's liability, and each member of the MREP Group's liability, shall be limited to \$1.00.

33 Responsibility for costs associated with participation in this Tender process

Participation in any stage of this Tender process shall be at the Tenderer's sole risk, cost and expense.

The Tenderer shall be responsible for all costs incurred in any subsequent activity or in the supply of further information as requested by Procurement Australia.

34 Online contract information

Not used

35 Applicable law

The law applying to the Contract is the law of the State of Victoria. Each Tenderer must comply with all relevant laws in preparing and lodging its Tender.

36 Performance monitoring

If a Contract is entered into with the Successful Tenderer, the Successful Tenderer's performance of the Contract will be monitored in accordance with the relevant provisions of the Contract.

37 Change of registration status

Not used

38 Change to the Tenderer

Tenderers are required to advise Procurement Australia immediately of any substantial change in their financial capacity, including key resources and directors, or a change in ownership or legal status.

39 Tenderer's acknowledgements

In submitting a Tender, Tenderer's:

- a) are deemed to have accepted these Conditions of Tendering as varied in accordance with sections 7 or 14 from time to time;
- b) acknowledge that they do not rely on any representation, letter, document or arrangement, whether oral or in writing or other conduct as adding to or amending this Tender;
- c) acknowledge that they do not rely on any warranty or representation made by or on behalf of Procurement Australia, except such as is expressly provided for in these Tender Documents, or as issued as an addendum to these Tender Documents; and
- d) acknowledge that they have relied upon their own inquiries in respect of the subject of their Tender.

40 Agent of the Tenderer

Not used

41 Contact person for the purposes of these Tender Documents

[Insert contact details]

42 Terminology

Capitalised terms used in these Tender Documents have the meaning given here, except where the context otherwise requires:

Advanced stage of development of the renewable energy project implies that the project already has secured in principal approval to connect to the NEM and has development approval from all relevant planning authorities. Where such approvals have not been secured yet, the Tenderer must demonstrate that outstanding matters are minor or well progressed and do not pose a risk to timely completion of the renewable energy project.

Adviser means internal or external resources that can be accessed by the MREP Group evaluation panel for independent or expert guidance during the Tender process.

Capacity factor means the energy generated by a generating unit over a period of time expressed as a proportion of the maximum energy that the unit could generate, if it operated continuously at rated capacity over the same period. It is usually expressed as a percentage.

CAPEX ratio means the capital expenditure per MW capacity

Commencement date has the meaning given in the Contract, also referred to as the Sale Commencement Date.

Completion Date means the date specified by a Tenderer in its Tender as the date by which a Tenderer proposes that construction of its generating system will be completed and the system will be supplying Eligible Electricity to the NEM.

Conforming Tender means a Tender which, in the opinion of the evaluation panel, conforms with the requirements of these Tender Documents.

Contract means the proposed GERSA to be entered into by each member of the MREP Group and the Successful Tenderer in the form set out in Part C - Proposed Contract Terms, section 2 (subject to any amendments agreed to by the member of the MREP Group and the Tenderer). For the avoidance of doubt, where these Tender Documents refer to "the Contract" this means each of the Contracts to be entered into between the Successful Tenderer and each member of the MREP Group.

Customer means the MREP Group and the individual entities that constitute its members.

Developer means the person or persons that will construct and operate the Project that the Tenderer proposes will provide the electricity and Project Green Benefits to the Tenderer for the purposes of the Contract.

Developer's Letter of Acknowledgment means a letter to be included as Schedule 19 of Part E - Returnable Schedules and which must contain the information set out in Part B - Conditions of Tendering, section 2.

EL means the Eligibility Criteria set out in Part B – Conditions of Tendering, section 15.

Eligible Electricity means electricity sourced from a new renewable energy project which does not involve the use of biomass fuels.

EV means the Performance Evaluation Criteria set out in Part B – Conditions of Tendering, section 15.

EPC means 'engineering, procurement, and construction management' and is a common form of contracting arrangement for large renewable energy projects. Under an EPC arrangement, a head contractor is appointed to manage the design, procurement and construction of the project on behalf of the owner.

Generation capacity is the maximum amount (in MW) of electricity that a generating unit can produce.

GERSA has the meaning given in Part A - Information for Tenderers, section 2 and is also referred to as the Contract.

Invitation to Tender means the invitation to tender comprising the Tender Documents.

Key PPA Terms means the proposed terms set out in Part C - Proposed Contract Terms, section 3.

large-scale generation certificate or **LGC** means a large scale generation certificate created under the *Renewable Energy (Electricity) Act 2000 (Cth)*.

Large Site means a site at which consumption of electricity exceeds or is expected to 40MWh per annum.

Large Site Energy Price has the meaning given in the Contract.

Large Site Mismatched Energy Rate has the meaning given in the Contract.

MW means Megawatt, the unit of electrical power.

Matched Component of the electricity consumed (i.e. the commodity) means the portion of the electricity demanded in any half hour by the MREP Group that coincides with the electricity generated by the renewable energy project in that same half an hour period.

Matched Energy Proportion means the matched component of the electricity load expressed as a percentage (%) of the total MREP Group load and has the meaning given in the Contract as specified in Item 21 of Schedule 1.

Matched Energy Rate has the meaning given in the Contract.

Mismatched Component of the electricity consumed (i.e. the commodity) means the portion of the electricity demanded in any half hour by the MREP Group member that is in excess of the electricity generated by the renewable energy project in that same half an hour period.

Mismatched Energy Rate has the meaning given in the Contract.

MREP Group means the City of Melbourne Renewable Energy Purchasing Group.

Name plate capacity is the full-load continuous rating of a generator under specified conditions as designated by the manufacturer.

National Electricity Law or **NEL** means the National Electricity Law set out in the schedule to the *National Electricity (South Australia) Act 1996 (SA)*.

NEM means the National Electricity Market established under the National Electricity Law.

NER means the National Electricity Rules under the National Electricity Law.

New renewable energy generating system refers to the stage of construction. Specifically, the Tenderer must not previously have commenced the installation of the renewable energy project that is part of its Tender and should not have entered into an offtake agreement for power and / or LGCs for that project (other than a PPA with the Developer for the purposes of the Tender).

Non-Conforming Tender means a Tender which, in the opinion of Procurement Australia, does not conform with the requirements of these Tender Documents or contains departures from, or alternative options to, the requirements of these Tender Documents.

OPEX ratio means the operational expenditure per MWh output

Pass through cost includes those regulated and non-contestable costs which typically are related to network connection and market participation.

Power Purchase Agreement or PPA means an agreement between a Developer and a Tenderer for the sale and purchase of electricity and Project Green Benefits from a renewable energy project.

Price Element 1 has the meaning given in Part D – Specifications, Section 3.

Price Element 2 has the meaning given in Part D – Specifications, Section 3.

Price Element 3 has the meaning given in Part D – Specifications, Section 3.

Price Element 4 has the meaning given in Part D – Specifications, Section 3.

Project means the renewable energy site from which the electricity and LGCs, approximating the volume demanded by the MREP Group, will be sourced. This site may be part of a larger development.

Project LGCs means LGCs created in respect of electricity generated by the Project.

Pricing model means the basis upon which price risk is transferred between the contracting parties.

Project Green Benefit has the meaning given in the Contract.

Project Green Benefits Price has the meaning given in the Contract.

RE Act means the *Renewable Energy (Electricity) Act 2000* (Cth).

Retailer's RET Compliance Charge has the meaning given in the Contract.

RPP refers to the Renewable Power Percentage as defined under the Contract

Sale Commencement Date has the meaning given in the Contract.

Small Site means a site at which consumption of electricity is not or is not expected to be more than 40MWh per annum.

Small Site Energy Price has the meaning given in the Contract.

Small Site Mismatched Energy Rate has the meaning given in the Contract.

Successful Tenderer means a Tenderer, if any, who is selected at the sole discretion of the MREP Group to enter into the Contract.

Tender Closing Date and Time means the date and time specified in Part B - Conditions of Tendering, section 8, or an alternative date and time specified by Procurement Australia in accordance with Part B - Conditions of Tendering, section 14.

Tender Documents means each of the documents forming part of this Invitation to Tender, as described in Part A - Information for Tenderers, section 3.

Tenderer means a respondent to these Tender Documents.

Unmetered Site means any site for which a type 7 metering installation classification applies under the NER.

Unmetered Site Energy Price has the meaning given in the Contract.

Unmetered Site Mismatched Energy Rate has the meaning given in the Contract.

Validity Period means the period referred to in Part B - Conditions of Tendering, section 6 or as subsequently agreed in accordance with that section.

«2806/0628-A» - «Melbourne Renewable Energy Project»

Part C – Proposed Contract Terms

1 Contractual framework

General

The key contract documents for the purposes of this Invitation to Tender are:

- the PPA between the Successful Tenderer and the Developer, under which the Successful Tenderer purchases electricity and Project Green Benefits generated by the Project; and
- the Contract between the Successful Tenderer and each member of the MREP Group, under which the Successful Tenderer sells and supplies, and the MREP Group member takes and purchases, a proportion of the electricity and Project Green Benefits generated by the Project commensurate with its individual requirements.

The Successful Tenderer will be required to execute a PPA with a Developer, for the purchase of electricity and Project Green Benefits:

- from a renewable generation project facility to be constructed by the Developer;
- from a renewable generation project facility which meets Part D - Specifications; and
- which includes provisions which address, to the MREP Group's satisfaction, the Key PPA Terms set out in section 3 below subject to any non-compliances identified by the Tenderer in Part E – Returnable Schedules, Schedule 3.

The electricity and Project Green Benefits purchased by the Successful Tenderer under the PPA must be used by the Successful Tenderer to facilitate its compliance with its obligations under its Contract with each member of the MREP Group. Successful Tenderers will not be permitted to supply Project Green Benefits from generation facilities other than the Project named in the Contract except in the limited circumstances specified in the Contract.

The PPA should cover all (or a specified proportion) of the generation output of the Project, provided that the Developer is able to satisfy the requirements of the MREP Group (as specified in these Tender Documents).

It is expected that the PPA will be executed at or around the same time as each Contract. Any proposed variations to this arrangement must be identified in accordance with Part B section 3.

Each Contract will be conditional upon the execution of the PPA between the Successful Tenderer and the Developer. The term of the sale of electricity and Project Green Benefits under the PPA must be at least the same as the term of the Contract, i.e. commencing upon the Sale Commencement Date under the Contract and expiring not less than 10 years later.

It is intended that the terms of the Contract entered into by each member of the MREP Group and the Successful Tenderer will be the same, except for customer-specific details and options to be inserted for each member in accordance with the terms of this Invitation to Tender. As specified in Part D – Specifications, these include:

- Roll-in dates of NMIs
- Account type and associated load
- LGC volume options

Any arrangements to manage the supply of electricity in light of the Customers' staggered Sale Commencement Dates must be identified in accordance with Part B section 3.

Tenderers must identify any other non-compliance with the form of proposed Contract or the Key PPA Terms in accordance with Part B - Conditions of Tendering, section 3.

The Successful Tenderer may enter into a PPA or PPAs for more than one Project supplying electricity and Project Green Benefits to the Successful Tenderer; however each member of the MREP Group will only enter into a Contract with the one Successful Tenderer.

Each member of the MREP Group will be severally (and not jointly, nor jointly and severally) liable to the Successful Tenderer for compliance with its obligations under its separate Contract between the member and the Successful Tenderer.

Direct Payment Deed

The MREP Group is prepared to consider a direct payment arrangement and associated lender consents between the Developer, its lenders, each member and the Tenderer (retailer) in relation to certain amounts payable to the Tenderer under the Contract, as a modification to the payment regime set out in the form of Contract included in section 2. Under this arrangement, certain amounts that are payable by the member (customer) to the Tenderer (retailer) under the Contract would instead be paid directly by the member to the Developer (which would fully satisfy the member's relevant payment obligation under the Contract and the Tenderer's relevant payment obligation under the PPA).

If Tenderers propose a direct payment arrangement and associated lender consents, Tenderers must include a copy of those arrangements (in final form) as Part E – Returnable Schedules, Schedule 20.

2 Form of proposed Contract

Please refer to:

Attachment A

Green Electricity Retail Sale Agreement.

3 Key PPA Terms

Please refer to:

Attachment B

PPA Key Terms Summary.

«2806/0628-A» - «Melbourne Renewable Energy Project»

Part D – Specifications

1. Overview of electricity demand

The MREP Group requires the Successful Tenderer to supply electricity to Large Sites, Small Sites and Unmetered Sites with a combined annual consumption of 110,261 MWh.

A summary of the aggregated annual electricity demand for each of the account categories included in this Invitation to Tender is provided in Tables 1, 2 and 3 below. Tenderers will also be provided with load data reports per National Meter Identifier (NMI) for all Large Site Accounts, as well as some Unmetered and Small Site Accounts. Where interval data for some Small and Unmetered Site accounts are not available, total consumption data for these sites are provided.

Large Site Accounts

The MREP Group is seeking to secure optimal rates for their Large Site accounts, based on the pricing model as discussed in section 3 below. Interval data for all NMIs in this account category are being provided.

Table 1: Aggregate Annual consumption of Large Site accounts

State	Number of Accounts	Indicative Annual Consumption (MWh)
VIC	98	86,015

Unmetered Site Accounts

The MREP Group is seeking a separate rate offer for Unmetered Site accounts associated with street lighting. Interval data for the load associated with just over half of the unmetered accounts are provided. However, where interval data are not available for Unmetered Site NMIs, the Tenderers are requested to assume that the same aggregate load profile applies to all unmetered accounts using the interval data provided.

Table 2: Aggregate Annual consumption of Unmetered Site accounts

State	Number of Accounts	Indicative Annual Consumption (MWh)
VIC	88	18,904
Volume with interval data	10	9,993

Small Site Accounts

Pricing for small accounts must be stated separately. Where interval data is available, Tenderers are requested to provide pricing based on the same principals as applicable to Large and Unmetered Site Accounts (See section 3 below). However, where interval data are not available, the MREP Group is seeking to secure optimal rates for their Small Site accounts with transparent offers that are clear in the rates being offered and allow for adequate price discovery regarding changes to rates mid-term and regulated franchise tariffs/standing offer price references.

The aggregate annual consumption of Small Site accounts are summarised as follows:

Table 3: Aggregate Annual consumption of Small Site accounts

State	Number of Small Site Accounts	Indicative Annual Consumption (MWh)
NSW	1	31
VIC	601	5,298
ACT	1	13
Total	603	5,342
Volume with interval data	75	TBA

Two organisations in the MREP Group would also like the option for the inclusion of small accounts outside of the Victorian market into the final agreement. The inclusion of pricing for the non-Victorian accounts is optional.

2. Timing and Project LGC demand for each MREP Group member

Each Contract will commence on execution of that Contract (which is expected to be on or about the same date for all Contracts), and will be for a period of 10 years, with the option to extend for a further three (3) years until December 2030 at the latest. The supply of electricity to all three market account categories must be underpinned by a PPA between the Tenderer and the Developer of the Project from which Project LGCs will be sourced.

It is envisaged that each MREP Group member will commence purchasing electricity and Project LGCs from the Successful Tenderer on a staggered basis at each Sale Commencement Date indicated in Table 4 below. Table 4 also lists the anticipated annual electricity load in MWh and Project LGC requirements for each MREP Group member. The first Sale Commencement Date is currently anticipated to be 1 January 2018. All MREP Group members are expected to have commenced purchasing electricity and Project LGCs from the Successful Tenderer under the Contract by 1 January 2019.

The carbon offset requirements of MREP Group members vary, with some intending to claim carbon neutrality under National Carbon Offset Standard (NCOS) with reference to the electricity load supplied under the Contract. This influences the volume of Project LGCs that each MREP Group member requires to be voluntarily surrendered. The MREP Group therefore provided each member the option to nominate one of the four options below. The option and associated volume are specified in Table 4. Tenderers must respond to each of the Customer options specified in Table 4.

- Option 1: Applies to each MREP Group member who wants to be able to claim carbon neutral supply of electricity in accordance with NCOS. The required volume of Project LGCs is 100% of the LGCs associated with the electricity consumed by that MREP Group member, all of which are to be voluntarily surrendered in addition to the Successful Tenderer's existing LGC surrender obligations under the RE Act (i.e. mandatory RPP% + 100% voluntary = 100% additional renewable energy). Under this option, the Tenderer will be expected to manage LGC compliance under the RE Act at the appropriate Renewable Power Percentage (RPP) for each year. It is expected that the Project LGC price will be applied to all LGCs supplied under the Contract.
- Option 2: Applies to each MREP Group member who requires 100% of the electricity consumed by that member to be sourced from a renewable energy source, but does not intend to claim carbon neutral supply of electricity in accordance with NCOS standards. Accordingly, they do not require 100% of the LGCs associated with their consumption to be voluntarily surrendered (i.e. mandatory RPP% + % voluntary = 100% renewable energy). Under this option, the Successful Tenderer will manage the LGCs which the Tenderer requires to discharge its mandatory LGC surrender obligations for each member under the RE Act in line with the appropriate RPP in each year. Accordingly, under this option, the Tenderer will not be entitled to charge a Retailer's RET Compliance Charge (associated with electricity sold to the member) to the member under the Contract.

- Option 3: Applies to the MREP Group member who requires a specified number of Project LGCs but does not require any electricity under the Contract. All of the acquired Project LGCs are to be voluntarily surrendered and there will be no RET Compliance activity required by the Tenderer under the Contract (because no electricity is being sold under the Contract).
- Option 4: Applies to the MREP Group member who requires 100% of the electricity consumed by that member to be sourced from a renewable energy source and a volume of Project LGCs sufficient only to meet the Successful Tenderer's own LGC surrender obligations under the RE Act associated with the electricity sold to the member under the Contract. The successful Tenderer will use the Project LGCs to discharge the Tenderer's LGC surrender obligations on behalf of the member under the RE Act in-line with the appropriate RPP in each given year of the Contract. Accordingly, under this option, the Tenderer will not be entitled to charge a Retailer's RET Compliance Charge (associated with electricity sold to the member) to the member under the Contract.

Table 4: Sale Commencement Date, and summary of load and LGC requirements

Note: for confidentiality reasons, the contents of table 4 have been removed.

Organisation	Anticipated Sale Commencement Date (day / month / year)	Annual load as per NMI data supplied (MWh)	Revised load to be used for submission (MWh) ¹	Reason for variance between NMI data as supplied and load to be considered in submitting tender response	Annual voluntary LGC requirement option	Annual LGC compliance period end

¹ orange values indicated account types to be impacted by a change in energy management practices. Numbers in black correspond to the sum total of NMI data for the member organisation as supplied at the time of issuing the tender.

Organisation	Anticipated Sale Commencement Date (day / month / year)	Annual load as per NMI data supplied (MWh)	Revised load to be used for submission (MWh) ¹	Reason for variance between NMI data as supplied and load to be considered in submitting tender response	Annual voluntary LGC requirement option	Annual LGC compliance period end
TOTAL		115,068	111,445			

If the Project has not generated the required volume of Project LGCs at the end of the annual LGC compliance period for an MREP Group member, as specified in Table 4, the Successful Tenderer is required to supply alternative LGCs at the contracted price from a comparable source at the same price as that quoted for Project LGCs in its Tender (see clause 4.5 of the Contract).

The Successful Tenderer will provide an update to each MREP Group member about the forecasted volume of Project LGCs to be created in the online REC Registry system on a six monthly basis on and from the Sale Commencement Date. The Successful Tenderer is required to manage the voluntary surrender of the required volume of Project LGCs in accordance with the relevant provisions of the RE Act for each MREP Group member except the members listed below which will require the certificates to be transferred into their respective REC Registry account (see clause 4.2 of the Contract):

- **Note: for confidentiality reasons, the organisations have been removed.**

3. Pricing Model

Tenderers are requested to respond to a pricing model comprising of four key pricing elements. The term applicable to each pricing element, as well as the price escalation allowed varies under the different elements. Table 5 below provides an overview of the applicability of the different pricing elements and the pricing model and terms applicable to each element.

Table 5: Summary of pricing model

Price element	1 Mismatched ²	2 Mismatched	3 Matched ³	4 LGCs
Applicable to consumption by large accounts	✓		✓	✓
Applicable to consumption by unmetered accounts	✓		✓	✓
Applicable to consumption by small accounts		✓	✓	✓
Allowing for inflation adjustment	No		Yes	
Period for which rate is fixed	2 years		10 + 3 years option	

Each of the price elements are discussed in more detail below:

- **Price Element 1** applies to the *Mismatched Component* of the electricity consumed by Large and Unmetered Site Accounts. The rate must be *fixed in nominal terms, unadjusted for inflation for a two (2) year period*. It must be expressed as a separately itemised rate inclusive of the commodity price, the retailer margin, hedging cost and all other charges that may apply to a 'bundled' billing structure for these account types. However, this rate should be stated separately for Large Site and Unmetered Site accounts as provided for in returnable Schedule 14.3. This rate will be included in the Contract as the "Mismatched Energy Rate" for these two account categories. Combined with Price Element 3, a blended Large and Unmetered Site Energy Price (i.e. weighted average based on the matched and mismatched component as illustrated in Table 6) will be determined.
- **Price Element 2** applies to the *Mismatched Component* of the electricity consumed by Small Site Accounts, as well as all Small Site Account that do not have interval data. The rate must be *fixed in nominal terms, unadjusted for inflation for a two (2) year period*. It must be expressed as a separately itemised rate inclusive of the commodity price, the retailer margin, hedging cost and all other charges that may apply to a 'bundled' billing structure for these account types. This rate is to be included in the Contract as the "Small Site Mismatched Energy Rate". Combined with Price Element 3, a blended Small Site Energy Price (i.e. weighted average based on the matched and mismatched component as illustrated in Table 6) will be determined.
- **Price Element 3** applies to the *Matched Component* of the electricity consumed by all accounts for which interval data have been provided (or can be derived as provided for in the case of Unmetered Site Accounts in Section 2 above). The rate must be fixed in *real terms* for the duration of the

² Mismatched Component of the electricity consumed (i.e. the commodity) means the portion of the electricity demanded in any half hour by the MREP Group member that is in excess of the electricity generated by the renewable energy project in that same half an hour period.

³ Matched Component of the electricity consumed (i.e. the commodity) means the portion of the electricity demanded in any half hour by the MREP Group that coincides with the electricity generated by the renewable energy project in that same half an hour period.

Contract (i.e. *inflation adjustment is therefore provided for / a nominal rate bid by the Tenderer must increase in line with the assumed inflation rate as provided for in returnable schedule 14.2*). This single rate is expected to be backed by a PPA with the Developer in respect of the Project, and will include the commodity price as well as any Tenderer's margin on this component of the overall product. This rate is to be included in the Contract as the "Matched Energy Rate". The Tenderer is required to nominate a minimum volume of supply that this price will apply to for the duration of the contract. This is referred to as the '*Guaranteed matched energy proportion*' in Schedule 14.3 and is discussed in further detail below.

- **Price Element 4** applies to Project Large Generation Certificates (LGCs) required by MREP Group members. The rate must be fixed in *real terms* for the duration of the Contract (i.e. *inflation adjustment is therefore provided for / a nominal rate bid by the Tenderer must increase in line with the assumed inflation rate as provided for in returnable schedule 14.2*). This rate must be provided, inclusive of the Tenderer's margin. This price element will be included in the Contract as the "Project Green Benefits Price". Tenderers are required to quote a single LGCs price for the MREP Group, taking account of the aggregate volume of LGCs required by the MREP Group members,

Based on this pricing structure the blended rate per MWh, excluding pass-through cost and account based retailer charges will be calculated as set out in Table 6 below Pricing element 4 will be applied with due consideration of the LGC volume option selected by the respective MREP members as per Table 4.

Table 6: Calculation of the blended rates per account types

Account Category	Blended rate formula	Price references in GERSA
Large Sites	(Price Element 1 x Mismatched Proportion) + (Price Element 3 x Matched Proportion)	Large Site Energy Price
Unmetered Sites	(Price Element 1 x Mismatched Proportion) + (Price Element 3 x Matched Proportion)	Unmetered Site Energy Price
Small Sites	(Price Element 2 x Mismatched Proportion for sites where interval data is available, plus all consumption from sites which do not have interval data) + (Price Element 3 x Matched Proportion of sites with interval data)	Small Site Energy Price

Pass-through cost (i.e. network charges and environmental) must not be included in the respective price elements discussed above. Schedule 14.3 does however request Tenderers to provide estimates in this regard, as applicable to Victoria and other geographic jurisdictions for which pricing is submitted.

The retail price applicable to the Mismatched Component of the commodity (i.e. Price Element 1) for Large Site accounts, as well as the Small Site and Unmetered Site accounts (i.e. Price Element 2) will be reviewed biennially (i.e. every two years). With the first Sale Commencement Date currently anticipated to be 1 January 2018, the price review dates for Price Elements 1 and 2 will be:

- 1 January 2020
- 1 January 2022
- 1 January 2024
- 1 January 2026

In the event that a further 3 year extension of this contract is agreed to, two further price re-set dates will apply for price elements 1 and 2, namely 1 January 2028 which will apply for two calendar years and 1 January 2030 which will apply to 2030 only (see clause 7.5 of the Contract).

The prices quoted for the *Mismatched Component* of the commodity in a Tender will be reflective of market conditions at the time of that Tender or at the time the GERSA is concluded. The Successful Tenderer will be required to restate Price Elements 1 and 2, sixty (60) days prior to the Sale Commencement Date for the Contract (or the first Sale Commencement Date to occur under a Contract, where the Sale Commencement Date under each Contract is not the same). Any adjustments to those prices will be benchmarked by an independent energy market specialist appointed by the MREP Group. The approach may take into account the premium / discount quoted for the commodity (i.e. wholesale electricity) against the futures market at the time of this Tender versus the discount / premium of the adjusted rates sixty (60) days prior to commencement of the Contract and each review thereafter. Similarly, for the biennial rate reviews, the rates provided will be benchmarked by an independent energy market specialist appointed by the MREP Group.

Tenderers are requested to provide a guarantee of the proportion of the Matched Component of the commodity to the total supply of the commodity in any given year (*Matched Energy Proportion*), to which Price Element 3 will apply. The Matched Energy Proportion must be specified in the Tender as per the returnable schedule 14.3 and specified in the Contract as the "Matched Energy Proportion". This ratio is to be set based on the assumption that the customer load profile remains static over the contract term. In the instance that customer profiles shift, the retailer will have the opportunity to adjust the matched ratio at the 2 year price review. Tenderers are asked to provide details of how they propose to undertake this adjustment in Schedule 14.

As per the returnable pricing schedule (i.e. Schedule 14), Tenderers are also required to provide firm pricing for the first two years of supply for each account category (i.e. the Large Site Energy Price, Small Site Energy Price, and Unmetered Site Energy Price), including a total combined retail price (i.e. all charges excluding pass-through costs), reflective of the weighted average of both the Matched and Mismatched Components. The Project Green Benefits Price should be itemised separately.

The Contract will provide for an "Authorised Load Variation", which will allow each MREP Group member to adjust its forecast load. Tenderers are required to allow for a variance of + / - 20% per MREP Group member.

4. Project LGC

Tenderers will be required to demonstrate how they propose Project LGCs will be transferred and surrendered (in the instance the customer doesn't hold a REC registry account).

In lieu of the finalisation of the GreenPower Connect product (as a possible solution), Tenderers will be required to propose an approach they see as best fit for the MREP Group members to verify the source and demonstrate additionality (as may be applicable under the respective LGC Volume options) of Project LGCs under this Contract.

5. Performance requirements

All Tenders will be evaluated in accordance with the Eligibility Criteria and Performance Evaluation Criteria described in Section 15: Evaluation Criteria (Part B – Conditions of Tendering). Requirements under each of the criteria are set out below.

Eligibility Criteria

The following selection criteria may be evaluated but will not be weighted. The Eligibility Criteria detail mandatory compliance thresholds which Tenderers should meet or exceed. Failure in this regard may result in disqualification of the Tenderer, with no further evaluation conducted.

Completeness (EL 1)

Tenderers must submit a fully completed Tender by the specified Tender Closing Date and Time. During the evaluation of a Tender it is possible that a Tenderer may be excluded from further evaluation at the absolute discretion of the evaluation committee, including for, amongst other reasons, where a Tender is not in accordance with these Tender Documents or a Tender does not meet the objectives for this Invitation to Tender.

Legal Entity (EL 2 and 3)

All Tenderers must be a non-tax exempt Australian company incorporated under the Corporations Act 2001, or a wholly owned Commonwealth or Australian State or Territory government body. Joint and or consortia Tenders will be accepted in accordance with section 5 of Part B (Conditions of Tendering).

Tenderers must not be a trust or trustees of a trust. The binding offer to (among other things) enter into each Contract in the form set out in Part E – Returnable Schedules, Schedule 1 must be from a single legal entity (being the entity that it is proposed enter into each Contract) (see Part B – Conditions of Tendering, section 5).

Financial Viability (EL 4)

A Tenderer must demonstrate that it is financially viable, i.e.:

- able to successfully reach financial close in respect of the Project;
- technically capable and have the financial strength to meet its obligations under the proposed Contract in the event that the Project is delayed or fails to perform as expected;
- not bankrupt, insolvent, or be in, or enter into, administration, receivership or liquidation, or take advantage of any statute for the relief of insolvent debtors at any time during the Tender process.

The following documents or assessments may be requested from shortlisted or preferred Tenderers:

- In relation to publicly held companies - audited (if applicable) financial statements for the last two financial returns and/or a copy of the organisation's Annual Report for the past two (2) financial years.
- In relation to privately held companies - Financial statements for the past two (2) years, or at Procurement Australia's discretion, Directors' guarantees may be accepted.
- Procurement Australia or Advisors may request Tenderers to provide information for the purposes of undertaking a financial viability assessment.

The MREP Group reserves the right at any time to not proceed with the consideration of any Tender if it considers the Tenderer's financial capacity is not acceptable in its absolute discretion having regard to the risk assessment.

Retail Service Capacity and capability to bring a renewable energy project to market (EL 5)

Each member of the MREP Group will enter into a separate GERSA with the Successful Tenderer. A Tenderer must have the capability and a successful track record in providing electricity retail services to customers similar in size and complexity to the MREP Group members – specifically, customers with similar number and type of electricity accounts and electrical load.

A Tenderer must be licenced to provide electricity retail services in Victoria. Two MREP Group organisations would also like the option for the inclusion of small accounts outside of the Victorian market in the Contract. If Tenderers wish to submit an offer to include these sites, Tenderers must be licenced to provide electricity retail services in each relevant jurisdiction.

Corporate Reputation (EL 6 and 7)

A Tenderer must not have had a judicial decision relating to employee entitlements made against it (not including decisions under appeal) and not have paid the claim. It is also essential that a Tenderer must not have been named as an organisation that has not complied with the Equal Opportunity for Women in the Workplace Act 1999 (Cth).

Compliance (EL 8 to 11)

Tenders must be in accordance with the conditions specified in this Invitation to Tender.

Tenders must be for the supply of LGC's and electricity from a new (yet to be constructed and without an existing offtake agreement for power and / or LGCs other than the PPA between the proposed Developer and the Tenderer for the purpose of the Tender), large scale renewable energy project which must be able to connect to the National Electricity Market (NEM). The renewable energy project must be completed and operational by the Sale Completion Date, however, the GERSAs may be entered into prior to and after this date as specified.

No clearing of native bush/habitat by the Developer has or will occur, without offsetting the impact on habitat degradation through recognised bio banking mechanisms.

The renewable energy project must not involve the use of biomass fuel sources.

Performance Evaluation Criteria

Evaluation of Tenders against the Performance Evaluation Criteria will include a minimum requirement in order for Tenders to be deemed Conforming. Tenderers must address each Performance Evaluation Criteria in their Tender. Tenders will be shortlisted based on evaluation against the Performance Evaluation Criteria. Tenders that do not achieve a minimum satisfactory rating against each of the Performance Evaluation Criteria may be deemed Non-Conforming and excluded from further evaluation.

The Performance Evaluation Criteria may include, but are not limited to, the following:

Criterion	Requirement
Price	<p>Tenders will be assessed on a whole of life costing basis (i.e. anticipated budget impact over the life of the Contract), with due consideration of the total direct and indirect cost of the Contract, including:</p> <ul style="list-style-type: none"> • the price for delivered energy • cost of Contract management; and • price certainty, including matched proportion, risk mitigation strategies proposed and load variance allowance.
Retailer service	<p>It is required that a Tenderer meets or exceeds the detailed service specifications as included in Schedule 14.1. This includes servicing large multi-site energy users as well as demonstrated proficiencies in billing, account management, customer service and reporting to the standard required by MREP members.</p> <p>Consideration will also be given to retailer flexibility to meet requirements as specified, as well as other value added retail services offered to the MREP Group.</p> <p>Tenderers that are able to demonstrate superior customer service credentials will be viewed favourably, especially with regards to:</p> <ul style="list-style-type: none"> • Dedicated and responsive account management approaches. • The ability to provide a customer portal solution for access to interval data, billing data and invoices. • Ability to provide consolidated billing.

Criterion	Requirement
Renewable energy project delivery risk	<p>Tenders must be able to demonstrate that any potential risks to Project completion have been identified along with processes designed to mitigate these risks. In order to evaluate the credibility and reasonableness of the Tenderer's claims that the Project will be delivered on time and to requirements, proposals will be assessed, as a minimum, against the following factors:</p> <ul style="list-style-type: none"> • The Project is technically sound. Tenderers must be able to demonstrate awareness of any potential technological risks and have proven access to the chosen renewable technology. • Strong capability and track record of developers, engineering, procurement, and construction management (EPC) contractors and suppliers, as well as the retailers capability experience in bringing renewable energy projects to market (i.e. capable of identifying and mitigating key risk) • Access to finance and capability to raise funds with robust financial planning. Detailed project development and operating cost estimates have been provided, as well as robust income, expenditure and generation forecast estimates. Inclusion of grant funding sources which are subject to the Tenderer securing an offtake agreement will be allowed, if such grant funding agreements are likely to be made prior to the completion of this evaluation process. • Risk management / Project Management / Work Health and Safety Management/Quality Management / Environmental plans and standards • Tenders must be at an Advanced stage of development approval and that network access enquiries are well progressed If approvals have not been secured, the Tenderer must demonstrate that outstanding matters are minor or well progressed and do not pose a risk to timely completion of the renewable energy project. • Tenderers must have a proven track record of operating in the relevant regulatory and legal environments. • Commercial viability, with reference to key CAPEX and OPEX ratios.
Community and Environmental Benefits	<p>Community Benefits:</p> <p>The Project should promote positive outcomes amongst local communities in the vicinity of the Project(s). As a minimum, all Tenderers must provide a community engagement plan which demonstrates existing community support for the Project and how support will be maintained through the life of the Project.</p> <p>Environmental Benefits:</p> <p>Tenders from Tenderers demonstrating a superior approach to environmental management will be viewed favourably.</p> <p>It is desired that Tenderers provide a comprehensive Sustainable Environment Management Plan which covers the development (beyond what is required for compliance), construction and operational phases of the Project. This should also be accompanied with a process to regularly record any loss of habitat as well as monitoring any possible impacts on local flora and fauna in general, as well as a clear policy for offsetting such impacts.</p> <p>Tenders from Tenderers that hold interests in coal, oil, nuclear, natural gas, or engage in hydraulically fractured ('fracking') tight gas and the mining / processing of fossil fuels (including electricity generation) will be considered, but Tenderers that have no direct or indirect interest in these industries will be viewed favourably.</p> <p>Corporate Social Responsibility</p> <p>The Successful Tenderer will be required to adhere to NAB's Supplier Sustainability Principles, which can be viewed at https://www.nab.com.au/content/dam/nabrwd/About-Us/corporate-responsibility/docs/150306_group-sustainability-principles.pdf . Tenderers should outline how they will adhere to these principles.</p>
Victorian / Local Community	<p>Project Location:</p> <p>Projects are not limited to Victoria; however those projects which are located within Victoria will be</p>

Criterion	Requirement
Economic and Promotional Benefits	<p>favourably viewed.</p> <p>Economic Development Benefits:</p> <p>It is desired that Tenderers demonstrate substantial and sustained contributions/benefits, whether it be direct or indirect, to the Victorian economy. For example, these may include but are not limited to the procurement of Victorian produced goods and services, project office location, or any other demonstrable benefit will be viewed as favourable.</p> <p>Employment Opportunities:</p> <p>Projects that can prove enduring benefits to local businesses and communities through the utilisation and inclusion of local contractors and labour force will be seen as favourable. It is requested that Tenderers outline specific variables such as:</p> <ul style="list-style-type: none"> • The expected number of jobs that will be created during the development/construction and operational stage of the Project • Employment opportunities for apprentices • Employment opportunities for Aboriginals and Torres Strait Islanders • Employment opportunities for the long-term unemployed or disadvantaged <p>Marketing and Communications:</p> <p>Tenderers must demonstrate willingness to allow joint marketing and communication initiatives surrounding the Project by all members of the MREP Group. This includes, but is not limited to, the ability to communicate and promote with customers and stakeholders all positivity associated with the construction and operation of the Project. It is also desired that the Tenderer be flexible with other initiatives which may include:</p> <ul style="list-style-type: none"> • Willingness to co-brand the Project with the members of the MREP Group • Project site access which allows for student or staff tours or visits and other reasonable events • Ability to take photographs, and access promotional photographs, • The use of photographs in corporate publications and for promotional purposes / co-branding and marketing • Media friendly Project updates throughout the Project lifecycle

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Part E – Returnable Schedules

Index of Returnable Schedules

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- Schedule 7 – Eligibility self-assessment
- Schedule 8 – Project identification
- Schedule 9 – Project readiness
- Schedule 10 – Capability and Experience
- Schedule 11 – Community and environmental management
- Schedule 12 – Victorian / Local Community Economic and Promotional Benefits
- Schedule 13 – Marketing and Communication
- Schedule 14 – Service requirements, key financial assumptions, bid price and renewable energy project financial model
- Schedule 15 – Additional value add
- Schedule 16 – Schedule of Addenda
- Schedule 17 – Collusive Tendering Statutory Declaration
- Schedule 18 - Developer's Letter of Acknowledgment
- Schedule 19 – Final Form PPA and associated documents
- Schedule 20 – Form of Direct Payment Deed

Schedule 1 – Tenderer's Binding Offer

«Contract_Number» - «Contract_Title»

Tenderer

(Legal Entity name and full trading name): _____

ACN: _____

ABN: _____

Contact Person: _____

Title: _____

Registered Office Address:

Corporation Business Address:

Postal Address for Correspondence:

Telephone: _____

Facsimile: _____

Mobile: _____

Email: _____

Website: _____

Legal Status: _____

Tenderer's offer, undertaking, representations and warranties

The Tenderer named above acknowledges that it has fully acquainted itself with the Tender Documents and all matters relating to the proposed Contract and agrees that by submitting this Tender, it agrees to the Conditions of Tendering set out in Part B – Conditions of Tendering of the Tender Documents and irrevocably and unconditionally:

- (a) offers for the Validity Period to enter into a Contract with each member of the MREP Group in the form set out in Part C - Proposed Contract Terms, section 2 of the Tender Documents, subject to any non-compliances identified by the Tenderer in Part E – Returnable Schedules, Schedule 3 of its Tender and any non-complying service feature listed in Schedule 14.1, and incorporating the customer-specific details and options applicable to that member (including load and prices as set out in table 4 of section 2 of Part D – Specifications of the Tender Documents and Part E – Returnable Schedules, Schedule 14 of its Tender); and
- (b) undertakes for the Validity Period that, if it is a Successful Tenderer, it will enter into a Power Purchase Agreement with the Developer in the form included in its Tender as Part E – Returnable Schedules, Schedule 19 (with any additional amendments agreed to by the Tenderer, the Developer and the MREP Group), which includes provisions which address, to the MREP Group's satisfaction, the Key PPA Terms set out in Part C - Proposed Contract Terms, section 3, subject to any non-compliances identified by the Tenderer in Part E – Returnable Schedules, Schedule 3.

By submitting this Tender, the Tenderer warrants and represents that:

- (a) all of the information provided in its Tender is true and correct;
- (b) it has made its own enquires and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its Tender;
- (c) all parties nominated in this Tender response including the Developer and internal departments are aware and conversant with the terms and conditions of the proposed Contract and this Tender; and
- (d) it has included for all such risks and contingencies in its submitted prices and rates.

Capitalised terms used in this letter have the meaning given to them in the Tender Documents.

CONFLICTS OF INTEREST

The Tenderer shall confirm whether there exist any interests, relationships (including those of family members and employees) or clients that may or do give rise to a conflict of interest:

Yes No

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If “Yes”, as an attachment to this Tender, the Tenderer shall detail the area in which that conflict or potential conflict does or may arise and provide details of strategies for preventing conflicts of interest.

Executed by Authorised Officer of the Tenderer who has delegated authority to submit this Tender:	
Signature:
(Print Name & Title):
Date of offer:
Signature of witness:
(Print Name & Title):

Attachments are not required to be added to this schedule except in relation to conflicts of interest.

Schedule 2 – Contact Information

National Supplier Contact

Details	Key Account National Manager
Name	
Position Title	
Postal Address	
Physical Address	
Telephone	
Mobile	
Facsimile	
E-mail Address	
Web Page	

Schedule 4 – Referees

Please provide a minimum of three referees

Area of evaluation	Service / project description and relevance to this Tender	Name / Organisation	Contact details
Retail services to comparable customers			
Renewable energy project development and / or offtake			
Renewable energy project development - community engagement credentials			

Schedule 5 – Insurances

5.1 Insurance cover

Do you have insurance cover in place or plan to take out insurance to cover the following risks specific to the scope of this Tender submission? Where relevant please attach quotes or certificates.

Project phase	Risk category covered / Class of insurance	Covered or proposed to be covered?	Comments, including value of cover (\$)
Retailer	Generator Force Majeure	Yes/No	
	Market Cap	Yes/No	
	Other Specify (override text)	Yes/No	
	Other Specify (override text)	Yes/No	
Construction	Contract works	Yes/No	
	Delay in start up	Yes/No	
	Marine transit	Yes/No	
	Public and products liability	Yes/No	
	Other Specify (override text)	Yes/No	
	Other Specify (override text)	Yes/No	
Operations (Renewable energy project)	Public and products liability	Yes/No	
	Employer liability and worker's compensation	Yes/No	
	Other Specify (override text)	Yes/No	
	Other Specify (override text)	Yes/No	

«Contract_Number» - «Contract_Title»

Schedule 6 – Letter(s) of acknowledgement letter from developer(s)

Where the response represents a consortium of bidders, a Letter of Support from the supporting bidders demonstrating support to the consortium bid should be attached.

Schedule 7 – Eligibility self-assessment

Eligibility Criteria	Description	Conforms? (Yes/No)
EL 1	A Tenderer must submit a completed Tenderer's Binding Offer (in the form set out in Part E – Returnable Schedules, Schedule 1) and all required attachments by the specified Tender Closing Date and Time.	Yes/No
EL 2	The binding offer to (among other things) enter into each Contract in the form set out in Part E – Returnable Schedules, Schedule 1 must be from a single legal entity (being the entity that it is proposed enter into each Contract).	Yes/No
EL 3	A Tenderer must be a non-tax exempt Australian company incorporated under the Corporations Act 2001 or a wholly or majority owned Commonwealth or Australian state or territory government body. A Tenderer must not be a trust or trustees of a trust.	Yes/No
EL 4	A Tenderer must demonstrate that it is financially viable, i.e.: <ul style="list-style-type: none"> • able to successfully reach financial close in respect of the renewable energy project; • technically capable and have the financial strength to meet its obligations under the proposed Contract in the event that the renewable energy project is delayed or fails to perform as expected; • not bankrupt, insolvent, or be in, or enter into, administration, receivership or liquidation, or take advantage of any statute for the relief of insolvent debtors at any time during the Tender process. 	Yes/No
EL 5	A Tenderer must have a track record of servicing large energy users (billing and reporting) and the Developer must have the capability to deliver the renewable energy project.	Yes/No
EL 6	A Tenderer or Developer must not have had a judicial decision relating to employee entitlements made against it (not including decisions under appeal) and not have paid the claim.	Yes/No
EL 7	A Tenderer or Developer must not have been named as an organisation that has not complied with the <i>Equal Opportunity for Women in the Workplace Act 1999</i> (Cth).	Yes/No
EL 8	Tenders must be for a new (yet to be constructed and without an existing offtake agreement for power and / or LGCs other than the PPA between the proposed Developer and the Tenderer for the purpose of the Tender), large scale renewable energy generating system to be connected to the NEM.	Yes/No
EL 9	Tenders must be in an appropriate stage of connecting the renewable energy project to the NEM so as to achieve electricity delivery within contracted timeframes.	Yes/No

«Contract_Number» - «Contract_Title»

EL 10	No clearing of native bush/habitat by the Developer has or will occur, without offsetting the impact on habitat degradation through recognised bio banking mechanisms.	Yes/No
EL 11	The renewable energy project must not involve the use of biomass fuels.	Yes/No

Schedule 8 – Project identification

Please prepare a separate schedule for each renewable energy project proposed as part of your Tender.

Project Name (short title):			
Where is the project located?	Select State	Town/Locality (Specify)	
Please specify the energy source	Select Source		
Project capacity and output		Unit	
		Value	
		MW _{AC}	MW _{DC}
Generating capacity			
Capacity factor ⁴	%		
		P90	P50
Annual Generation rate	MWh pa		

What evidence can you provide to support your estimate of the expected annual generation? Please attach relevant reports, whilst highlighting reports commissioned, professionals engaged in the assessment of the renewable energy resource and the length of time for which data is available.

[maximum 150 words]

⁴ Annualised over project life

Schedule 9 – Project readiness

Please prepare a separate schedule for each renewable energy project proposed as part of your Tender.

S9.1: Access to funds

Access to finance?

Yes/No

What is the financing structure (%) supporting the bid prices submitted (Schedule 14)?

Debt

Grant funding - application submitted?

Yes/No

Equity

Total

Please attach supporting evidence:

Debt

S9.1.1

Letter(s) of intent from financiers

Grant funding

S9.1.2

Proof of submission / shortlist and timeline of agency reviewing the application

Equity

S9.1.3

Parent company letter of support where applicable

S9.2: Development approval

Has development approval been obtained?

Yes/No

Approval authority?

Date upon which DA expires?

If no, please provide details of status in the space provided (Attach evidence as appropriate as Schedule 9.2.1)

[maximum 150 words]

(i.e. proposed pathway to secure development approval in time to supply power at committed capacity to the NEM by the anticipated Sale Commencement Date (mid- 2018), or list outstanding matters and action plan for resolution)

S9.3: Access to land

Has an option on the land been secured?

Yes/No

If yes, who owns the land at present

Select from list

Please attach supporting evidence:

Land secured

S9.3.1

Letter of intent from land owner to sell or lease land subject to securing an offtake agreement, valid until the end of FY2018

S9.4: Network connection

Has approval for a network connection been obtained?

Yes/No

If yes attach evidence as **S9.4.1**

If no, please provide details of status in the space provided (Attach evidence as appropriate as Schedule D9.2)

[maximum 300 words]

(i.e. site / network investigations undertaken, proposed pathway to secure approval, or list outstanding matters and action plan for resolution)

S9.5: Project milestone schedule

Assuming a decision on awarding this contract is made in September 2016, please provide a high level project milestone plan by completing the table below.

Milestone	Date
Submit application for development approval, including Environmental Impact Statement	Click here to enter a date.
Obtain required interest in land	Click here to enter a date.
Secure funds for implementation of proposal through appropriate agreements with equity investors and/or financial institutions ('financial close')	Click here to enter a date.
Development approval obtained and all other environmental, planning and building approvals required by law to construct generating system obtained, including under the <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i> , if required	Click here to enter a date.
Commence construction of generating system	Click here to enter a date.
Execute connection agreement with network service provider	Click here to enter a date.
Obtain registration as a generator, or exemptions as required under the National Electricity Rules	Click here to enter a date.
Connect and supply electricity to the electricity network (Completion Date)	Click here to enter a date.
Date upon which first GERSAs with customers will commence.	Click here to enter a date.

S9.6 Concluding retail agreements

- How much lead time is required to conclude contract negotiations with individual MREP Group members?
- How much time should be allowed to conclude negotiations of Contracts with all MREP Group members?

S9.6: Project risk register

Please attach a risk register (in tabular format) which adheres to the principles contained in ISO 3100. At a minimum the schedule should include:

- Risk description per project phase
- Risk owner
- Risk rating without controls / mitigation
- Controls / mitigating actions
- Residual risk rating (with controls / mitigation applied)

Please include the risk assessment and rating framework used to support the interpretation of the risk schedule.

Schedule 10 – Capability and Experience

10.1: Corporate structure

Please provide an overview of the legal entity (or consortium) submitting the Tender. Evidence should include:

- a diagram setting out the commercial and legal relationships between all entities participating in the Tender; and
- a description of each entity and their role in the Tender.

Please limit the description of the corporate structure to a maximum of three pages.

10.2: Tenderer capability

Please describe your capability in delivering projects of this nature, including your experience and /or the Developer's experience in:

- bringing renewable energy projects of this scale to market (See Schedule 10.4), including appropriate risk management;
- management of renewable energy PPAs;
- electricity retailing.

Responses should be limited to *three pages, in addition to the response to Schedule 10.3*. Tenderers may provide internet references / web-links to further support their response.

10.3: Sub-contractors

Please provide a list of sub-contractors and advisors engaged or proposed to be engaged in the proposed Project, including:

- company name (and ABN in the case of sub-contractors);
- role / area of specialisation;
- whether they have been engaged in preparing this Tender.

This may include key equipment suppliers shortlisted / contracted and the warranty and performance guarantee provided by them.

10.4: Past renewable energy projects

Please provide a list of the most recent projects of a similar scale undertaken by the Tenderer [/ members of the bidding consortium] that demonstrate your capability to deliver the Project. Delete / add additional rows as appropriate.

Project name	Project Location	Name of Consortium Member and role on project listed below	Wind, Solar or other?		Project Size (Select capacity or contract value)		Project Status
			Select Source			\$-mil or MW	
			Select Source			\$-mil or MW	Select
			Select Source			\$-mil or MW	Select
			Select Source			\$-mil or MW	Select
			Select Source			\$-mil or MW	Select
			Select Source			\$-mil or MW	Select
			Select Source			\$-mil or MW	Select
			Select Source			\$-mil or MW	Select
			Select Source			\$-mil or MW	Select
			Select Source			\$-mil or MW	Select
			Select Source			\$-mil or MW	Select

Schedule 11 – Community and environmental management

Please prepare a separate schedule for each renewable energy project proposed as part of your Tender.

11.1 Community engagement to date

Please attach a copy of your community engagement strategy and plan for the full life of the Project as Schedule 11.1, as well as provide a brief description of your community engagement strategy below (i.e. approach and high level activities to date). Highlight successes, as well as challenges to date. Provide details of how you have dealt with / plan to deal with the challenges.

[maximum 500 words]

11.2 Community benefits sharing

Please provide details on how you intend sharing the benefits of the Project with local communities.

[maximum 500 words]

11.3 Environmental Management

Please attach a copy of your Project-specific environmental management strategy and plan, as well as provide detail of your how you plan to implement the plan throughout the lifecycle of the Project to ensure habitat destruction is avoided or mitigated and that flora and fauna are protected on site and in the vicinity of the site. Tenderers must also include a statement identifying:

- your interests, directly or indirectly, in fossil fuels;
- previous breaches of environmental laws; and
- your environmental record and demonstrated support for the renewable energy sector.

[maximum 500 words]

11.4 NAB Supplier Sustainability Principles

Please provide a statement on how you will adhere to NAB's Supplier Sustainability Principles which can be viewed at <https://www.nab.com.au/vgnmedia/downld/NABSupplierSustainabilityPrinciples.pdf> .

[Please provide attachment]

Schedule 12 – Victorian / Local Community Economic and Promotional Benefits

Please provide an estimate of the likely contribution of the Project to the local community, as well as the Victoria and Australian economy:

	Unit	Local	VIC	Other	Total
Jobs during construction stage	FTE ⁵				
Jobs during operation stage	FTE pa				
Operating Expenditure	%				100%

What evidence can you provide to support the above estimate?

[maximum 500words]

e.g. please reference external studies supporting your assumptions if appropriate

⁵ FTE refers to full time equivalent (i.e. one full time job for two years will be expressed as 2 FTEs or 1 FTE pa)

What other benefits to the local community, Victoria or the Australian economy could in your view be attributed to the Project if it goes ahead?

[maximum 500 words]

Schedule 13 – Marketing and Communication

Please provide details of how you intend to collaborate with the MREP Group in creating awareness of the Project, what marketing and communication initiatives you intend to implement and how this will be of benefit to the MREP Group.

[maximum 500 words]

Schedule 14 – Service requirements, key financial assumptions, bid price and renewable energy project financial model

Please refer to the relevant MS Excel Templates and attach to this schedule.

In addition please attach evidence in support of the robustness of the developer's financial model, energy yield and guaranteed matched proportion included in returnable schedules 14.3 and 14.4:

- Statement signed by an external **auditor** that they reviewed the financial model of the developer (P90).
- Energy yield data to support the P90 output for the project. A report by an independent expert to support the claimed P90 output would be favourably viewed.
- Analysis by the **retailer** to support the guaranteed matched component.

Please propose how changes in customer load profile (discussed in Part D section 3) that may impact the guaranteed matched component is proposed to be dealt with, as well as specify other conditions that will be applied to the load profile guarantee.

Please provide details of strategies you would recommend the MREP Group consider to reduce the risk premium included in your Tender. Clearly articulate what the impact will be on each price element if such a strategy is adopted by the MREP Group.

[maximum 500 words]

Schedule 15 – Additional value add

Please provide details of any value added services that would be of benefit to the MREP Group. This should include details of how the Tenderer proposes to provide independent verification of the origin of renewable energy / LGCs sourced by the MREP Group under the Contract.

[maximum 300 words]

Schedule 16 – Schedule of Addenda

The Tenderer shall include acknowledgement of any addenda that have been issued by Procurement Australia in accordance with Part B - Conditions of Tendering, section 7 in this Schedule.

Addenda #	Issue date	Confirmation addenda read and understood
1		
2		
3		
4		
5		

Note: Tenderers shall confirm receipt of copies of addenda notices (if issued prior to the Tender Closing Date and Time) by signing and returning them with their Tender.

Attachments are not required to be added to this schedule.

Schedule 17 – Collusive Tendering Statutory Declaration

Collusive Tendering Statutory Declaration

I,do solemnly and sincerely declare that:

1.0 Definitions

In this Statutory Declaration:

“Bidders” means any Tenderers for the Contract and includes the Tenderer;

“The Contract” means the Contract that the Tenderer to which this Statutory Declaration is annexed pertains;

“Industry Association” means any organisation of which Bidders are members;

“The Tenderer” means (insert name of company, other body corporate, firm or individual)

..... ; and

“Tender Price” means the amount indicated by a Bidder as the lowest amount for which that Bidder is prepared to perform the Contract.

2.0 Introduction

I am the Tenderer and make this declaration on my own behalf. or

2.1 I hold the position of (insert Managing Director or other title)

.....

of the Tenderer and am duly authorised by the Tenderer to make this declaration on its behalf.

2.2 I make this declaration on behalf of the Tenderer and on behalf of myself.

3.0 No Knowledge of Tender Prices

Prior to the Tenderer submitting its tender for the Contract, neither the Tenderer, nor any of its employees or agents, had any knowledge of the Tender Price or proposed Tender Price of any other Bidder who submitted, or of any person, company, other body corporate or firm that proposed to submit, a for the Contract.

4.0 Disclosure of Tender Price

Prior to the close of tenders for the Contract, neither the Tenderer, nor any of its employees or agents, disclosed the Tenderer’s Tender Price to:

4.1 any other Bidder who submitted a tender for the Contract;

4.2 any person, company, other body corporate or firm proposing to submit a tender for the Contract; or

4.3 any person or organisation connected or associated with a Bidder, person, company, other body corporate or firm of a kind referred to in Clauses 4.1 or 4.2.

5.0 Provision of Information

Neither the Tenderer, nor any of its employees or agents, has provided information to:

5.1 any other Bidder who has submitted a tender for the Contract;

5.2 any person, company, other body corporate or firm proposing to submit a tender for the Contract; or

5.3 any other person, company, other body corporate or firm for the purpose of assisting in the preparation of a tender for the Contract.

6.0 Genuine Competition

The Tenderer is genuinely competing for the Contract.

7.0 Industry Association Agreements

Neither the Tenderer, nor any of its employees or agents has entered into any contract, agreement, arrangement or understanding, other than as disclosed to Procurement Australia in the Tenderer’s Tender, that the successful Bidder for the Contract will pay any money to, or provide any other benefit or other financial advantage to, an Industry Association in respect of the Contract.

8.0 Unsuccessful Tenderers` Fees

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that the successful Bidder for the Contract will pay any money to, or provide any other benefit or other financial advantage to, any other Bidder who unsuccessfully tendered for the Contract.

9.0 Qualifications to Tenders

«Contract_Number» - «Contract_Title»

Neither the Tenderer nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that Bidders for the Contract would include an identical or similar condition or qualification in their Tenders for the Contract. I acknowledge that this declaration is true and correct, and I make it in the belief that a person making a false declaration is liable to the penalties of perjury.

..... Signature of Authorised Person Signature of Witness
..... Name of Authorised Person Name of Witness
Dated:	Dated:

Attachments are not required to be added to this schedule.

«Contract_Number» - «Contract_Title»

Schedule 18 – Developer's Letter of Acknowledgment

Note: Each Tender must include a Developer's Letter of Acknowledgment which must at a minimum contain the information set out in Part B - Conditions of Tendering, section 2.

«Contract_Number» - «Contract_Title»

Schedule 19 – Final Form PPA and associated documents

NOTE: Please refer to Part B – Conditions of Tendering, section 2 for details of the documents to be included in this Schedule.

«Contract_Number» - «Contract_Title»

Schedule 20 Form of Direct Payment Deed

NOTE: Please refer to Part C – Proposed Contract Terms, section 1, for details of the documents (if any) to be included with this Schedule.