

**BLACKTOWN SOLAR CITY
EXPRESSION OF INTEREST
DISCOUNT VOUCHER BOOKLET**

1. INVITATION

- 1.1.** The members of the Blacktown Solar City Consortium (“we/us/our”) invite you to submit an offer for goods and/or services to be included in the Blacktown Solar City Discount Voucher Booklet (“Booklet”).
- 1.2.** The Booklet will include 15-20 offers for energy efficient products and services. Offers may vary in price from \$1 to \$5000. The offer will be valid for 12 months from the date of issue. Each offer will be outlined (including terms and conditions) on a single page voucher with perforations in the Booklet. The customer will exchange the voucher to redeem the offer.
- 1.3.** You will be required to collect and retain the redeemed vouchers for our marketing data purposes.
- 1.4.** The Booklet will be distributed to all homes in the Blacktown City local government area (approximately 90,000 homes). Take-up of these offers will be influenced by affordability of the offer. The majority of customer enquiries and sales will likely be in the first two months following the distribution of the Booklet.
- 1.5.** When completing this EOI, you must keep in mind the capacity of your business to cater to a potential increase in enquiries and sales. The onus of ontime product and service delivery will lie with you and not with the members of the Blacktown Solar City consortium. The interested customer will contact you directly to find out more about the offer or to proceed with purchasing.

2. INSTRUCTIONS FOR PROVIDING A PROPOSAL

- 2.1.** Please respond by COB 25 November 2009 (“**Due Date**”) by answering the questions in section 4. Send your response to:

Discount Voucher Booklet – Expression of Interest
Blacktown Solar City c/o- BP Solar Pty Ltd
PO Box 114
Concord West NSW 2138
Or email to info@blacktownsolarcity.com.au

- 2.2.** We may at our discretion change the Due Date to a later date by reasonable notice in writing.
- 2.3.** We will acknowledge receipt of your response in writing within 1 business day after the Due Date.
- 2.4.** The contents of this EOI are confidential and shall not be disclosed by you, your employees or agents to any person, firm or corporation without our consent. We will not disclose any information submitted in your response, except as far as is necessary to evaluate your response and select successful suppliers.

- 2.5.** You may submit with your response more than one offer, however no more than five will be considered.
- 2.6.** You will be responsible for all Australian (federal, state and local government) and overseas taxes and charges including customs duty and any withholding taxes. These should be included in proposed offers and clearly indicated.
- 2.7.** Your response should be as direct and factual as possible and free of irrelevant marketing information.
- 2.8.** Any costs associated with the preparation of your response are your responsibility and we accept no responsibility for such costs incurred.
- 2.9.** Your response shall be available for acceptance by us for a period of not less than three months after the Due Date.
- 2.10.** We may, at our discretion, elect not to progress this project beyond the evaluation stage.
- 2.11.** We may by notice to you terminate this process at any time without reason and without penalty.
- 2.12.** Timetable

The proposed timetable for this project is as follows:

EVENT	DATE
Suppliers respond to EOI by Due Date	25 November 2009
Evaluation of Proposals	26-27 November 2009
Awarding of contract	30 November 2009
Launch of Booklet	January 2010

- 2.13.** Nothing in this EOI is intended to create legally binding obligations between us and you. Such obligations arising only on execution of a contract.

- 2.14.** If you have any queries about this process, please contact:

Leon Chanter or Jody McGann on 02 8762 5777

3. SELECTION PROCESS

- 3.1.** We will initially select the suppliers that provide the offers that most closely meet Blacktown Solar City requirements.
- 3.2.** We are not bound to accept the lowest priced offers or any of the responses received.
- 3.3.** We will make initial selections based on the following criteria (not listed in any order of importance):
- (a) Representation and financial viability: The supplier is sound and viable and is represented geographically to effectively support its offer.

- (b) Pricing: The goods and/or services offered by the supplier are priced competitively with respect to the marketplace and are affordable.
- (c) Contractual: The supplier is able to comply with the proposed terms and conditions of contract.

4. QUESTIONNAIRE

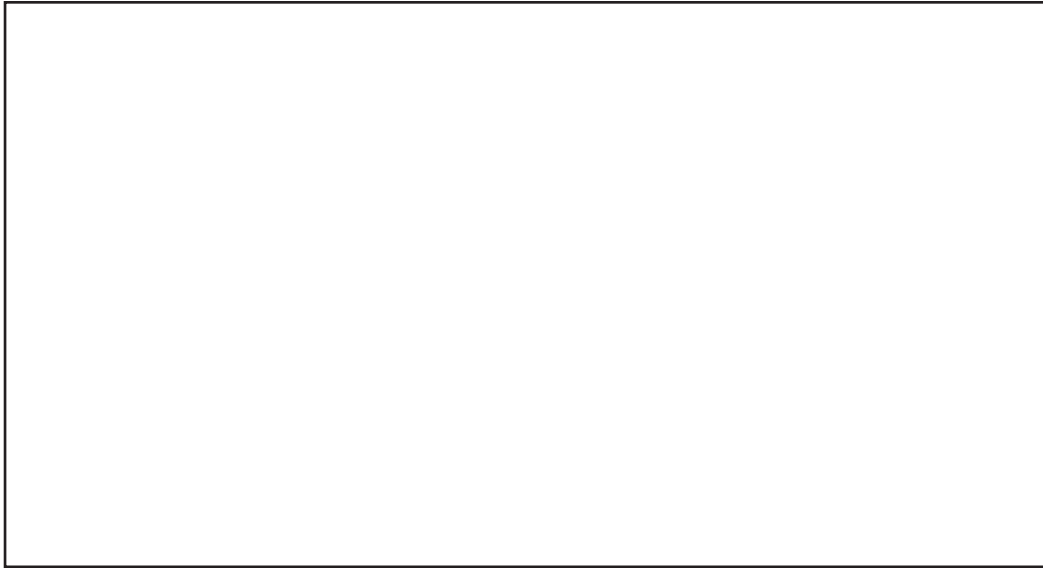
You are required to answer all the questions below. Please provide any additional information you see fit as attachments in order to clarify your responses. In most cases, "Yes" or "No" is not considered to be an adequate response.

- 4.1.** Provide full company name, trading name (if applicable), ABN and address of registered office or principal place of business.

- 4.2.** List all of your outlets within the Blacktown City local government area and vicinity.

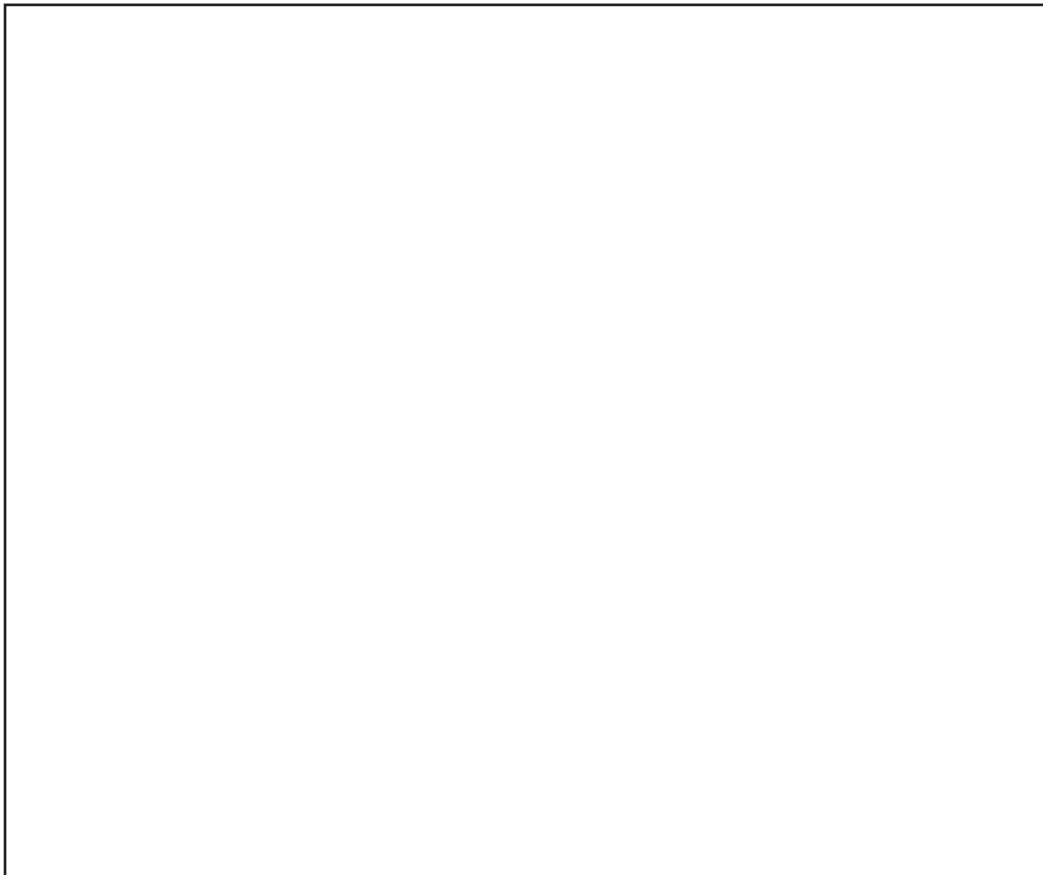
- 4.3.** Describe your company's business including number of employees, years of operation in this field of business and the nature of products and/or services offered.

- 4.4.** Provide evidence confirming your company's financial position and on-going viability, including copies of your company's audited financial statements including balance sheet, profit and loss statement and cash flow statement for the last 2 financial years (please attach).



- 4.5.** Describe the offer you propose to include in the Booklet including:

- (a) nature of product or service
- (b) recommended retail price
- (c) proposed discount offer price
- (d) estimated energy savings for a typical home
- (e) details of product/service warranty.



4.6. Provide contact details for the contact person in relation to this response.

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4.7. Refer to the outline of terms and conditions of contract below. Indicate in each case Yes (Y) or No (N) your willingness to comply with the terms. Where the reply is No (N), please provide alternative position.

Clause description	Yes/No
BP Solar Pty Ltd will sign the contract as the lead proponent of the Blacktown Solar City Consortium.	YES / NO
Offer must be valid for 12 months from the issue date of the Booklet. This term may be extended by agreement.	YES / NO
Supplier must honour the discount offer during the term of the agreement on the presentation of a valid voucher.	YES / NO
Neither BP Solar nor the members of the Blacktown Solar City consortium will be held liable for the provision of the offer.	YES / NO
BP Solar and the members of the Blacktown Solar City Consortium will not be liable for any losses caused by the goods or services provided or participation by the supplier in the Booklet. Supplier will be required to indemnify BP Solar and members of the consortium against any such loss.	YES / NO
Where the supplier fails to offer the discount as required, BP Solar may make the offer and recover all costs from the supplier. Such costs will be recoverable as a debt due to BP Solar.	YES / NO
Supplier must retain all redeemed vouchers and provide the vouchers (or copies) to BP Solar on demand.	YES / NO
Supplier shall warrant its goods and services to the customer in accordance with its standard warranty terms.	YES / NO
<p><i>In the case of services:</i></p> <p>The supplier warrants to BP Solar that it will:</p> <ul style="list-style-type: none"> • perform the services in accordance with its obligations under the agreement and in compliance with applicable laws, including relevant licences, permits, codes of conduct and Australian Standards; • ensure that the services are performed only by its employees, subcontractors or agents who are skilled, careful and competent in their professions and trades; • exercise the care, skill, competence and diligence which would be expected of a careful, skilful, competent and diligent service provider in performing services of a similar nature; 	YES / NO

<ul style="list-style-type: none"> • ensure that any materials supplied in connection with the Services are of merchantable quality and fit for the purpose for which they are intended; and • act with all proper diligence and in good faith, in the best interests of the Blacktown Solar City project and in a manner which is consistent with the operations and standing of BP Solar in carrying out the services. <p><i>In the case of goods:</i></p> <p>The supplier warrants to BP Solar that the goods:</p> <ul style="list-style-type: none"> • do not infringe any rights of third parties; • comply with all applicable laws and applicable Australian Standards; • at the time of delivery to the customer and for the duration of their intended useful life: <ul style="list-style-type: none"> - are fit for the purpose for which the customer intends to use them; - are free from defects however arising and are of merchantable quality; and • correspond to any description or sample provided by the Supplier. 	
Confidentiality obligations will apply to the supplier.	YES / NO
Supplier will be required to have appropriate insurances such as product liability or professional indemnity (depending on the nature of the offer).	YES /NO