



Australian Government

Department of Climate Change, Energy,
the Environment and Water

Capacity Investment Scheme Tender 5: Wholesale Electricity Market – Generation

Tender Guidelines

August 2025



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This publication is available at: <https://aemoservices.com.au/tenders/cis-tender-5-wem-generation>.

Capitalised terms are as defined in the Glossary at of these Tender Guidelines.

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Disclaimer

The objective of the Tender Process is for the Australian Government to receive offers from persons that are interested in undertaking generation projects Located in the Wholesale Electricity Market (**WEM**) and that have the capacity, capability and experience to do so. These Tender Guidelines have been prepared to assist those persons interested in submitting a Bid (including Proponents and their Associates) to make their own evaluation of the Capacity Investment Scheme (CIS) and do not purport to contain all the information required to do so.

These Tender Guidelines are not (and do not constitute) an offer. Subject to [Section 6.1](#), and without limiting the terms and legal effect of the Warranties Form referred to in [Section 5.2.3](#), these Tender Guidelines are not intended to give rise to any contractual relationship. Proponents and their Associates must conduct (and must rely entirely on) their own independent investigations, reviews, analysis of the Tender Process, Tender Guidelines and the information otherwise provided during the Tender Process, and not on these Tender Guidelines themselves.

Laws applying to the CIS, any Project and/or the Tender Process may be subject to change. Further Laws (not yet made) may apply to the CIS, any Project and/or the Tender Process including after it commences. Proponents are expected to comply with any new or amended Laws throughout the Tender Process, including when amendments to any Laws take effect during the Tender Process. In this Tender Process, such new, amended or replaced Laws could include, for example, changes to the Electricity System and Market Rules (**ESM Rules**) and WEM Procedures.

These Tender Guidelines and/or the information in them may be subsequently amended, withdrawn, reissued, or supplemented at any time. These Tender Guidelines do not constitute legal or business advice and should not be relied on as a substitute for obtaining detailed advice about the ESM Rules, the WEM Procedures, or any other applicable Laws, regulatory documents, reports, procedures or policies.

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- b. expressly disclaim any and all Liability relating to or resulting from:
 - i. the use of, or reliance on, such information by any person, a Proponent, or any of their respective Associates, including in the preparation and submission of a Bid (including any decision not to prepare or submit a Bid);
 - ii. any delay or failure by the Australian Government or its Associates in providing any such information; and/or
 - iii. the exercise of any discretion or the making of any decision, or delay to exercising any discretion or the making of any decision, by the Australian Government or its Associates in relation to the Tender Process, including in the assessment of any Bid by a Proponent.

Confidentiality

Other than information regarding the CIS and these Tender Guidelines, in each case publicly disclosed on any Australian Government or AEMO website, all Disclosed Information is confidential information. Proponents, and their Associates and Arms' Length Associates, are subject to the confidentiality obligations set out in these Tender Guidelines and are not permitted to disclose, or to use any such information other than as permitted by these Tender Guidelines. By continuing to read these Tender Guidelines, Proponents and their Associates will be taken to have accepted that confidentiality obligation.

Acknowledgement of Country

We acknowledge the Traditional Owners of Country throughout Australia and recognise their continuing connection to land, waters and culture. We pay our respects to their Elders past and present.

Overview of the Capacity Investment Scheme

Tender 5: Wholesale Electricity Market – Generation

These Tender Guidelines are a comprehensive resource containing necessary information for participating in the Capacity Investment Scheme (**CIS**) Tender 5: Wholesale Electricity Market (**WEM**) – Generation (**Tender Process, Tender 5** or **Tender 5 Process**).

The Australian Government has engaged AEMO, and its independent subsidiary AusEnergy Services Limited (**ASL**), (together, **AEMO**) as service providers to administer this competitive Tender Process, including to recommend Bids to the Australian Government consistent with these Tender Guidelines.

What to know for CIS Tender 5

CIS Tender 5 has an indicative target of 1,600 MW of generation in the WEM. The Australian Government may determine whether a greater or lesser volume of generation is appropriate, provided that this change in volume is consistent with the Policy Objectives of the Tender 5 Process.

Key information for Proponents that is specific to Tender 5 is listed in Table 1.

Table 1: Key Information for Proponents

| Element | Description |
|--|--|
| Location | Projects must be in Western Australia (WA) and connect or intend to connect to the South-West Interconnected System (SWIS), as defined by the <i>Electricity Industry Act 2004</i> (WA). |
| Technology Type | Projects must generate electricity from a fuel source that is an eligible renewable energy source, as defined in section 17 of the <i>Renewable Energy (Electricity) Act 2000</i> (Cth) and eligible to create large-scale generation certificates under that Act. |
| Minimum project size | Projects must have minimum Nameplate Capacity size of 30 MW per EC5. |
| Project Commercial Operation Date (COD) | Projects should show a credible pathway to achieve a Commercial Operations Date (COD) prior to 31 December 2030 (31-Dec-2030). Projects with an earlier target COD, supported by credible plans, will score higher under MC2 - Project deliverability and timeline . Refer to Section 4.1 for more information. |
| Commercial Departures | Proponents' Bids should only include departures from the proforma Projects Documents that are strictly necessary for the unique technical requirements of the Project. The Project may not be further assessed in the Tender Process if the proposed departures unnecessarily increase the risk allocation to the Australian Government; increase the administrative burden and cost to the Australian Government; or deviate from the |

| Element | Description |
|----------------------------------|--|
| | Australian Government's Policy Objectives. Refer to Section 4.4 for more information. |
| WEM-Specific Requirements | <p>Projects will be required to participate in the Reserve Capacity Mechanism (RCM). MC1 - Financial value, system reliability and system benefits includes an assessment of a Project's ability to receive Peak Capacity Credits under the RCM as a measure of its contribution to system reliability and benefits.</p> <p>As part of the MC1 assessment, modelling will also be undertaken by AEMO to calculate each Project's potential Network Access Quantity (NAQ), with the results incorporated into the Bid assessment. This modelling and assessment conducted for the purposes of this Tender Process is distinct from the NAQ modelling and assessment performed by AEMO pursuant to its functions under the ESM Rules.</p> |
| Binding CISA Commitments | All Project Documents, commitments and supporting documentation submitted as part of a Proponent's Bid will be binding, in accordance with Section 6.27 . Commitments made in a Bid will be included in, and made subject to contractual monitoring and enforcement regimes under the CISA, if a Proponent is successful in this Tender Process. |

Tender Process and Important Dates

Table 2: Tender Process




| Tender Process step | Proponent requirements | | | | | | | | | | | | |
|---|--|----------------|-----------|--|-----|---|-------|--|-------|--|-------|--|-------|
|  <p>Registration</p> | <p>Register to participate in the Tender Process.</p> <p>To register for this Tender Process, complete the registration form.</p> <p>Proponents may only register and submit one Bid per Project. If a Project has multiple potential configurations or designs, the Proponent must select its preferred configuration and design prior to registering and submitting a Bid.</p> <p>Q&A Process</p> <p>Proponents may submit clarification questions to the Online Portal by no later than five (5) Business Days before the Bid Closing Date and Time. Refer to Section 5.2.5 for more information.</p> | | | | | | | | | | | | |
|  <p>Bid Submission</p> | <p>Submit a Bid</p> <p>To participate in this Tender Process, successfully registered Proponents must submit a completed Bid Form online along with the required Returnable Schedules, attachments and other information necessary to demonstrate satisfaction of each of the Eligibility Criteria (EC) and Merit Criteria (MC) via the Online Portal. The Merit Criteria and their corresponding weighting for this Tender Process are as follows:</p> <table> <tr> <th>Merit Criteria</th><th>Weighting</th></tr> <tr> <td>MC1 – Financial value, system reliability, and system benefits</td><td>50%</td></tr> <tr> <td>MC2 – Project deliverability and timeline</td><td>12.5%</td></tr> <tr> <td>MC3 – Organisational, resource, and financing capability</td><td>12.5%</td></tr> <tr> <td>MC4 – First Nations participation and benefits sharing</td><td>12.5%</td></tr> <tr> <td>MC5 – Social Outcomes and Community Benefits Sharing</td><td>12.5%</td></tr> </table> | Merit Criteria | Weighting | MC1 – Financial value, system reliability, and system benefits | 50% | MC2 – Project deliverability and timeline | 12.5% | MC3 – Organisational, resource, and financing capability | 12.5% | MC4 – First Nations participation and benefits sharing | 12.5% | MC5 – Social Outcomes and Community Benefits Sharing | 12.5% |
| Merit Criteria | Weighting | | | | | | | | | | | | |
| MC1 – Financial value, system reliability, and system benefits | 50% | | | | | | | | | | | | |
| MC2 – Project deliverability and timeline | 12.5% | | | | | | | | | | | | |
| MC3 – Organisational, resource, and financing capability | 12.5% | | | | | | | | | | | | |
| MC4 – First Nations participation and benefits sharing | 12.5% | | | | | | | | | | | | |
| MC5 – Social Outcomes and Community Benefits Sharing | 12.5% | | | | | | | | | | | | |
|  <p>Recommended Bids and Selection of Successful Proponents</p> | <p>AEMO will consider each of the Bids, including assessing their level of satisfaction of the Merit Criteria and any additional factors it considers relevant as outlined in Section 5.4 Recommended Bids.</p> <p>AEMO will develop a list of Recommended Bids based on its assessment and provide it to the Minister for Climate Change and Energy (the Minister).</p> <p>The Minister, on behalf of the Australian Government, will select the Successful Proponents and Projects.</p> <p>Proponents may be requested to provide additional information, including information identified in Section 7 Australian Government Policies and Other Requirements, and the Project Documents may be amended by the Australian Government to reflect issues identified during the Tender Process.</p> | | | | | | | | | | | | |

Table 3: Important Dates

| | | |
|--|--|--|
| 1  | Project Registration and Bid Commencement | 29 August 2025 |
| 2  | Q&A process opens | 29 August 2025 |
| 3  | Registration Closing Date and Time | 10 October 2025 at 5:00 pm Australian Western Standard Time (AWST)* |
| 4  | Q&A Closing Date and Time | 31 October 2025 at 5:00 pm AWST* |
| 5  | Bid Closing Date and Time | 7 November 2025 at 5:00 pm AWST* |
| 6  | Announce successful Bids | March/April 2026* |

**NOTE: These dates are indicative only. Final dates and times will be communicated via the Online Portal.*

Contents

| | |
|--|----------|
| Capacity Investment Scheme Tender 5: Wholesale Electricity Market – Generation | i |
| Overview of the Capacity Investment Scheme Tender 5: Wholesale Electricity Market – Generation..... | iii |
| What to know for CIS Tender 5..... | iii |
| Tender Process and Important Dates | v |
| 1 Introduction to the Capacity Investment Scheme Tender 5: Wholesale Electricity Market – Generation..... | 10 |
| 1.1 What is the Capacity Investment Scheme Tender 5? | 10 |
| 1.2 Tender governance and decision making..... | 12 |
| 2 Eligibility Criteria | 13 |
| 3 Merit Criteria..... | 16 |
| 3.1 Merit Criteria – Assessment scope..... | 16 |
| 3.2 Merit Criteria – Required supporting documentation | 26 |
| 4 Key Tender Considerations | 28 |
| 4.1 Project Commercial Operations Date | 28 |
| 4.2 Hybrid Projects, Staged Projects, Separate Measurement Points | 28 |
| 4.3 WEM Considerations..... | 29 |
| 4.4 Commercial Departures | 29 |
| 5 Tender Process..... | 31 |
| 5.1 Registration | 31 |
| 5.2 Bid Submission | 31 |
| 5.3 Bid Assessment..... | 34 |
| 5.4 Recommended Bids..... | 35 |
| 5.5 Selection of Successful Proponents | 36 |
| 6 Tender Conditions..... | 37 |
| 6.1 Application of and agreement to comply with these Tender Guidelines | 38 |
| 6.2 Interpretation..... | 39 |
| 6.3 Not an offer | 40 |
| 6.4 Liability | 40 |
| 6.5 No warranty | 41 |
| 6.6 No representations | 42 |
| 6.7 Compliance with protocols | 42 |
| 6.8 Confidentiality | 42 |
| 6.9 Intellectual Property Rights..... | 43 |

| | | |
|------|--|----|
| 6.10 | Others to be bound..... | 44 |
| 6.11 | Continuing obligations | 44 |
| 6.12 | Illegible content, alteration and erasures..... | 45 |
| 6.13 | Requests for clarification and further information..... | 45 |
| 6.14 | Conflict of Interests..... | 47 |
| 6.15 | No anti-competitive conduct | 50 |
| 6.16 | Submitting a Bid..... | 51 |
| 6.17 | Change to Proponent structure | 51 |
| 6.18 | Disclosure regarding consultants and advisers..... | 52 |
| 6.19 | Proponents to perform own due diligence..... | 52 |
| 6.20 | Bids Commercial-in-confidence | 53 |
| 6.21 | No amendment..... | 54 |
| 6.22 | Withdrawal of Bid | 54 |
| 6.23 | Bid Entities | 54 |
| 6.24 | No reimbursement of costs | 54 |
| 6.25 | No publicity..... | 55 |
| 6.26 | Discretions | 55 |
| 6.27 | Bids binding..... | 57 |
| 6.28 | Requisite approval | 57 |
| 6.29 | The Australian Government’s and AEMO’s right to impose additional requirements 58 | |
| 6.30 | Requirement to provide further information | 58 |
| 6.31 | Recommended Bids and Successful Proponents | 58 |
| 6.32 | Material changes in circumstances..... | 59 |
| 6.33 | No obligation to enter into contracts | 60 |
| 6.34 | Debriefing and disclosure | 60 |
| 6.35 | Complaints | 60 |
| 6.36 | Right to issue Addenda | 61 |
| 6.37 | Severability..... | 61 |
| 6.38 | Communications | 61 |
| 6.39 | Governing Law | 62 |
| 7 | Australian Government Policies and Other Requirements..... | 63 |
| 7.1 | Shadow Economy Policy..... | 63 |
| 7.2 | Workplace Gender Equality | 63 |
| 7.3 | Modern Slavery | 63 |
| 7.4 | Employee Entitlements | 64 |

| | | |
|-----|-----------------------------------|----|
| 7.5 | Significant Event | 64 |
| 7.6 | Prohibited Dealings | 64 |
| 7.7 | Anti-Corruption | 64 |
| 7.8 | Australian Sanctions Office | 64 |
| 7.9 | Labour Standards Reporting..... | 64 |
| 8 | Glossary..... | 65 |

1 Introduction to the Capacity Investment Scheme Tender 5: Wholesale Electricity Market – Generation

1.1 What is the Capacity Investment Scheme Tender 5?

This Tender 5 Process is part of the Australian Government's Capacity Investment Scheme (CIS). It is a competitive process to secure renewable energy generation in the WEM.

The CIS is an Australian Government program to accelerate investment in new renewable energy generation, such as wind and solar, and dispatchable capacity, such as battery storage. The CIS comprises a series of competitive tenders, where Proponents bid for long-term revenue support from the Australian Government through a Capacity Investment Scheme Agreement (CISA).

The Policy Objectives of this Tender Process are to:

- help deliver the Australian Government's 82% renewable electricity by 2030 target;
- contribute to the delivery of an additional 40 GW of additional capacity by 2030;
- support electricity generation growth and reliability as demand grows and ageing coal power stations retire;
- place downward pressure on electricity prices.

Tender 5 is seeking an indicative target of 1,600 MW of renewable energy generation in the WEM. The Australian Government may determine whether a greater or lesser volume of generation is appropriate, provided that this change in volume is consistent with the Policy Objectives of the Tender Process.

What Proponents bid for – WEM Generation Capacity Investment Scheme Agreement

Tender 5 will result in the award to Successful Proponents of a Generation CISA (subject to the completion of any required negotiations). A CISA is a contract entered into between a Successful Proponent and the Australian Government. Under the CISA and subject to its terms, if a Project's revenue:

- a. falls below an agreed Annual Floor, the Australian Government will provide to the Project Operator a top up of 90% of the difference between the Project's revenue and the Annual Floor; or
- b. exceeds an agreed Annual Ceiling, the Project Operator must pay 50% of the excess revenue to the Australian Government.

Both of these payments are subject to an agreed Annual Payment Cap. The Annual Floor and Annual Ceiling are defined on a dollars per MWh generation basis. The payment terms are set out in the Proforma CISA.

To further understand the CISA and how it can support your Project, Proponents should familiarise themselves with the key commercial terms in Table 4: Key Commercial Terms and the Proforma CISA before submitting a Bid. The Proforma CISA will be available on [ASL's website](#).

Table 4: Key Commercial Terms

| Key commercial terms¹ | |
|---|---|
| Final Support End Date (date) | Bid Variable Maximum of 15 years after the earlier of the COD and the Final Support Commencement Date |
| Annual Floor and Annual Ceiling (\$/MWh) | Bid Variable Provided as a Reference Detail indicating the Annual Floor and Annual Ceiling in dollars per MWh in respect of a Support Year, based on either: (a) a fixed nominal amount for the Support Period; or (b) a fixed nominal amount for each Support Year, if this amount may vary from year-to-year over the Support Period. |
| Annual Payment Cap (\$ per annum) | Bid Variable Provided as a Reference Detail indicating the Annual Payment Cap in dollars assigned in respect of a Support Year, based on either: (a) a fixed nominal amount for the Support Period; or (b) a fixed nominal amount for each Support Year, if this amount may vary from year-to-year over the Support Period. |
| Revenue Floor Support Percentage (%) | 90% |
| Revenue Ceiling Sharing Percentage (%) | 50% |

AEMO may, at its discretion, request that Proponents respond to amended Bid Variables, during the Tender Process. In these cases, Proponents will be notified of the conditions and timeframe to amend their Bids.

The CIS Tender Process aims to attract high merit Projects based on a weighted assessment of the financial and non-financial elements of the Bid as outlined in these Tender Guidelines.

Regarding Bid Variables (i.e. the Annual Floor, Annual Ceiling, Final Support End Date and Annual Payment Cap), Proponents should aim to structure their Bid in a way that is both competitive (to enhance their prospects of success in this Tender Process) and sufficient to enable their Project to reach Financial Close, considering the Project's financing structure and debt/equity requirements.

It is up to each Proponent to determine their Bid Variables considering the above.

¹ All terms used in Table 4 are defined in the proforma CISA available on [ASL's website](#).

1.2 Tender governance and decision making

This Tender Process is not a procurement for the purposes of the [Commonwealth Procurement Rules](#) and not a grant for the purposes of the [Commonwealth Grant Rules and Principles](#). However, to ensure that the Tender Process is aligned with Australian Government law and policy, the Australian Government has specified in these Tender Guidelines (including [Section 7](#)) certain Australian Government policies and requirements that will apply to the Tender Process.

The Australian Government has engaged AEMO Limited and ASL (together, AEMO), to administer this competitive Tender Process, including recommending Bids to the Australian Government.

Table 5: Role of the Australian Government and AEMO

| Australian Government | AEMO |
|---|---|
| Sets the Policy Objectives, the objectives of the Tender Process, the commercial in-confidence financial budget, the tender size and the terms of the CISA. | Administers this competitive Tender Process (including managing all communications with Proponents). ² |
| The Minister, on behalf of the Australian Government, will select the Proponents and Projects to receive revenue support under the CIS, having regard to the recommendations of AEMO. | Makes recommendations in respect of the conduct and outcomes of this Tender 5 Process, consistent with these Tender Guidelines, to the Australian Government. |

The above does not prevent the Australian Government or any other relevant Commonwealth Entity from administering, exercising its rights and powers, and performing its obligations, that exist in relation to the CIS, including those set out in these Tender Guidelines. To the extent that there is ambiguity, discrepancy or inconsistency between an action or statement of the Australian Government, and an action or statement of its service providers, the action or statement of the Australian Government will prevail.

The Australian Government will notify Proponents in writing if AEMO ceases to provide services to administer this Tender Process, or if there are any material changes to the role of AEMO that the Australian Government, in its absolute discretion, considers relevant to Proponents.

² Proponents should direct any communications relating to the Tender Process to AEMO in accordance with these Tender Guidelines, and as outlined in [Section 6.38 Communications](#).

2 Eligibility Criteria

The Eligibility Criteria are listed in Table 6: Eligibility Criteria. Proponents must propose one Bid Entity (see EC2) and should also refer to the information contained in [Section 6.23](#) of the Tender Conditions for the requirements of a Bid Entity.

If the Proponent is not going to be the Bid Entity, the Proponent must also provide equivalent information demonstrating that the Bid Entity also meets (or, when established, will meet) the Eligibility Criteria.

If a Bid Entity is established after registration for this Tender Process, but before execution of Project Documents, the Proponent must also provide equivalent information demonstrating that the newly established Bid Entity also meets the Eligibility Criteria.

Proponents will be required to confirm compliance with each of the Eligibility Criteria via the Online Portal. Proponents will also be required to complete and execute a Warranties Form confirming matters in connection with the Proponent, the Bid Entity and this Tender Process, which must be submitted as part of the Proponent's Bid.

Bids that do not meet all Eligibility Criteria will not be further assessed.

If a correctly completed and executed Warranties Form is not provided along with the Proponent's Bid submission, the Bid may not be further assessed.

Table 6: Eligibility Criteria

| Item | Criteria |
|---------------------------------------|---|
| Proponent Eligibility Criteria | |
| EC1 | <p>The Proponent must at the time of submitting the Bid and through the Validity Period:</p> <ol style="list-style-type: none"> hold an Australian Business Number (ABN); and be one of the following: <ul style="list-style-type: none"> an Australian entity incorporated under <i>the Corporations Act 2001</i> (Cth); a Commonwealth entity, as described in section 10 of the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth) (Commonwealth Entity); an Australian State or Territory owned (wholly or partly) corporation or a subsidiary of a State or Territory owned (wholly or partly) corporation; or an Australian local government or council or an Australian organisation that has the purpose of representing and supporting local governments or councils. |
| EC2 | <p>The Proponent must propose one Bid Entity to be the counterparty to the Project Documents, which may be the Proponent, and which must either be:</p> <ol style="list-style-type: none"> incorporated or existing prior to the Bid Closing Date and Time and nominated with the Proponent's Bid; or nominated at any time after the Bid Closing Date and Time but prior to the execution of the Project Documents, in which case it must satisfy the Bid Entity Criteria. |

| | |
|-------------------------------------|--|
| | <p>From the time of nomination by the Proponent and until the execution of the Project Documents, the Bid Entity must be a Special Purpose Vehicle (SPV) that:</p> <ol style="list-style-type: none"> itself satisfies all Eligibility Criteria; only carries on the Project and either the Associated Project (if it is a Hybrid Project), or the Existing Project (if it is a Staged Project), and conducts no other business; subject to the terms of the Proforma CISA, holds all the assets of the Project; and is entitled to all the revenue, of the Project. |
| EC3 | <p>The Proponent, any Bid Entity, and its or their respective Related Bodies Corporate, must not have been the subject of a conviction for a criminal offence under any of the following legislation prohibiting racial discrimination and relating to the protection of First Nations' cultural heritage and the environment, being the:</p> <ol style="list-style-type: none"> <i>Racial Discrimination Act 1975</i> (Cth); <i>Aboriginal and Torres Strait Islander Heritage Protection Act 1984</i> (Cth); <i>Protection of Movable Cultural Heritage Act 1986</i> (Cth); and <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth). <p>Spent convictions are not required to be disclosed.</p> |
| Project Eligibility Criteria | |
| EC4 | <p>The Project must:</p> <ol style="list-style-type: none"> intend to connect to the SWIS; intend to register as a Registered Facility, multiple Registered Facilities or a Separately Certified Component of the Registered Facility associated with the Existing Project under the Electricity System and Market (ESM) Rules; and be the subject of a connection enquiry form that has been submitted to Western Power. |
| EC5 | The Project must have a Nameplate Capacity of not less than 30MW. |
| EC6 | <p>The Project's fuel source must:</p> <ol style="list-style-type: none"> be an eligible renewable energy source, as described in section 17 of the <i>Renewable Energy (Electricity) Act 2000</i> (Cth) and eligible to create large-scale generation certificates under that Act; or charge from the SWIS; or be a combination of (a) and (b). <p>Projects will not be eligible if they:</p> <ol style="list-style-type: none"> are virtual power plants, demand response or other virtual aggregation and flexible loads; or use native forest wood waste. |
| EC7 | The Project must not have been awarded Peak Capacity Credits in a Reserve Capacity Cycle (RCC) prior to the 2024 RCC. |
| EC8 | <p>The Project must not be the subject of (or have executed) a long-term (5 years or more) revenue underwriting agreement with the Australian Government or WA Government, under which:</p> <ol style="list-style-type: none"> 50% or more of the Project's Nameplate Capacity is contracted for a purpose under that revenue underwriting agreement; and |

| | |
|-------------|--|
| | b. the Project receives or is or will become entitled to receive either periodic or ongoing payments under that revenue underwriting agreement. |
| EC9 | The Project must not be party to (or have been awarded) a contract with AEMO under the Non-Co-optimised Essential System Services (NCESS) framework prior to its commercial operation. |
| EC10 | <p>A CISA must not have been executed in respect of the Project, or the Existing Project (if it is a Staged Project), or the Associated Project (if it is a Hybrid Project).</p> <p>If a CISA is executed in respect of a Project, or an Existing Project (if it is a Staged Project), or an Associated Project (if it is a Hybrid Project), in a separate tender process (e.g., under the CIS Tender 2 or Tender 6 Process), the Project will be considered ineligible under this EC.</p> |

3 Merit Criteria

Bids will be assessed based on the Merit Criteria outlined in this section and additional factors that the Australian Government or AEMO consider relevant, as outlined in [Section 5.4 Recommended Bids](#).

It is the responsibility of a Proponent to ensure that its Bid addresses each of the Merit Criteria. Bids should not include links to external documents or websites, as these may not be reviewed during the assessment process. All necessary forms and Returnable Schedules will be accessible via the Online Portal.

Projects assessed as low merit against any individual Merit Criterion may not be further assessed in this Tender 5 Process. Refer to [Section 5.3.2](#) for more information.

Table 7: Merit Criteria

| Merit Criteria | Objective | Weighting |
|---|--|-----------|
|  | <u>Merit Criterion 1 – Financial value, system reliability and system benefits</u> | 50% |
|  | <u>Merit Criterion 2 – Project deliverability and timeline</u> | 12.5% |
|  | <u>Merit Criterion 3 – Organisational, resource, and financing capability</u> | 12.5% |
|  | <u>Merit Criterion 4 – First Nations participation and benefits sharing</u> | 12.5% |
|  | <u>Merit Criterion 5 – Social outcomes and community benefits sharing</u> | 12.5% |

3.1 Merit Criteria – Assessment scope

Merit Criterion 1 – Financial value, system reliability and system benefits

Objective: Assess the Project benefits to the WEM and the forecast Net CISA Cost. Project benefits to WEM include renewable energy contribution, reduction to wholesale market costs and reliability. Where appropriate, these benefits will be assessed in relation to the forecast Net CISA Cost to provide an indication of the financial value delivered.

| What is assessed ³ | Characteristics of higher merit |
|---|---|
| <p>Forecast Net CISA Cost</p> <ul style="list-style-type: none"> The forecast Net CISA Cost and the potential maximum liability based on combination of the Bid Variables and the offered CISA terms. | <ul style="list-style-type: none"> Low forecast Net CISA Cost: Projects with a relatively low forecast Net CISA Cost and a low Maximum Liability. All else being equal, the forecast Net CISA Cost, and Maximum Liability, is expected to be lower when Bid Variables include: <ul style="list-style-type: none"> –A low Annual Payment Cap. –A low Annual Floor. –A low Annual Ceiling. –Fewer Support Years. Low Maximum Liability: Projects with a series of low Annual Payment Caps which can reduce the Commonwealth’s maximum exposure to CISA Cost. |
| <p>Renewable Energy Contribution:</p> <ul style="list-style-type: none"> Contribution to the Commonwealth’s 82% renewable energy target. | <ul style="list-style-type: none"> Generation potential: High absolute unconstrained energy resource potential with a generation profile that displaces fossil-fuel generation. |
| <p>Market benefits</p> <ul style="list-style-type: none"> Contribution to the reduction of wholesale market costs which may include both energy prices and reserve capacity costs. | <ul style="list-style-type: none"> Reduction in wholesale market costs: Projects with a relatively high ability to reduce wholesale market costs through characteristics such as generating at times of high prices or assignment of high quantities of Peak Capacity Credits contributing to the Reserve Capacity Requirement. |
| <p>Reliability benefits</p> <ul style="list-style-type: none"> Contribution to system reliability and its impact on the electricity system. This includes consideration of potential Network Access Quantity (NAQ) and ability to receive Peak Capacity Credits under the Reserve Capacity Mechanism. AEMO may refer to materials published by it and apply these to the assessment, such as the WEM Electricity Statement of Opportunities. | <ul style="list-style-type: none"> Optimised network location: Projects intending to locate in strong areas of the network and can generate unconstrained at times of peak demand. |

³ Note Benefits and Costs may be translated into metrics for the purposes of the MC1 assessment

Merit Criterion 2 – Project deliverability and timeline

Objective: Assess the Project's development progress and credibility of forward plans to deliver the Project, including the pathway to achieve COD by 31-Dec-2030, aligned with the Policy Objectives.

The credibility of a Project's plans and schedule will be assessed alongside the timing of the COD milestone. Projects with achieved development milestones and a credible pathway to achieve an earlier target COD, will be considered higher merit as this supports the Australian Government's target of 82% renewable electricity by 2030. Projects with a target COD after 31-Dec-2030 and/or lacking a credible pathway to reach COD by 31-Dec-2030 may be considered low merit and not be further assessed in the Tender Process.

| What is assessed | Characteristics of higher merit |
|--|---|
| Project development plan and schedule <ul style="list-style-type: none"> Progress towards achieving key development milestones and a forward plan to deliver the Project by 2030. The extent to which the Proponent can demonstrate the robustness of its Project development plan and schedule. This includes credibility of the timeline and how identified risks and mitigations have informed the plan. | <ul style="list-style-type: none"> Contribution to Policy Objectives: A credible Project development plan and schedule that demonstrates achievement of COD by 31-Dec-2030. Projects with achieved development milestones, and a credible pathway to achieve an earlier target COD, will be considered higher merit. Credible development plan and schedule: The Project development plan and schedule are informed by risks and issues identified in network connection approval, planning and environmental approvals and land tenure, with schedules supported by industry benchmarks. |
| Network connection approval process <ul style="list-style-type: none"> Progress towards securing network connection. Forward plan to secure remaining network connection milestones, including the extent to which connection approval risks and issues have informed the project development plan and schedule. | <ul style="list-style-type: none"> Network connection progress: Projects that have secured, or are well progressed with a clear and credible pathway to secure, network connection approval. Schedule integration: Projects that have a realistic network connection pathway and milestone dates, with risks appropriately integrated into the schedule. |
| Planning and environmental approvals <ul style="list-style-type: none"> Progress and forward plan to secure all necessary planning and environmental approvals. Including, if required, <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth) approval. This includes the extent to which planning and environmental approval risks and issues have informed the Project development plan and schedule. | <ul style="list-style-type: none"> Planning and environment approval progress: Projects that have obtained, or are close to obtaining, all necessary approvals or have a robust and credible plan to secure them. Schedule integration: Timelines, conditions and risks from planning and environmental approvals have been appropriately integrated into the schedule. Approval pathway: Projects that have a clear and credible pathway for resolving any ongoing concerns or queries of the authorities providing the requisite planning and regulatory approvals. |

| What is assessed | Characteristics of higher merit |
|--|--|
| <p>Land tenure</p> <ul style="list-style-type: none"> • Progress towards securing all required land tenure for the Project and connection route, including the extent to which land tenure risks and issues have informed the Project development plan and schedule. | <ul style="list-style-type: none"> • Land tenure progress: Projects that have secured, or have a clear and credible pathway for securing, land tenure rights for all of the Project site including the connection route. |

Merit Criterion 3 – Organisational, resource, and financing capability

Objective: Assess whether the Proponent and its key delivery partners (contractors and suppliers) involved in the Project can demonstrate a strong track record, organisational capacity and capability, resources and financing strategy to deliver the Project.

| What is assessed | Characteristics of higher merit |
|--|---|
| Track record <ul style="list-style-type: none"> Proponent and key delivery partners' experience in successfully delivering comparable projects. Experience in engaging with relevant stakeholders required to deliver the Project, including public authorities, communities, regulatory entities, and contractors. | <ul style="list-style-type: none"> Experience: Proponent (and/or its key delivery partners) demonstrate strong credentials and a track record in successfully delivering comparable projects (scale, complexity, jurisdiction, technology), with strong health and safety management. |
| Contracting model and resourcing <ul style="list-style-type: none"> Contracting model proposed to deliver the Project, including progress in contracting all relevant key delivery partners. Engagement with construction contractors and equipment manufacturers. The Proponent's resourcing plan and personnel responsible for delivering the Project. | <ul style="list-style-type: none"> Contracting model: Robust and progressed contracting model with reputable key delivery partners, evidenced by progress with commercial negotiations or secured contracts. Resourcing: A clear resourcing plan outlining availability of committed, qualified personnel for all Project phases (including names and qualifications), with defined roles and responsibilities and access to a skilled workforce for development, delivery, and operations. |
| Development funding <ul style="list-style-type: none"> Access to development funding including funding secured and sources of funding and remaining funding requirements up to Financial Close, including ability to provide Performance Security (as described in the Proforma CISA). | <ul style="list-style-type: none"> Development funding pathway: Proponent has access to or has a clear pathway to secure required development funding through to Financial Close for the Project. Development budget: Proponent has a robust development phase budget and contingency allowance. Performance Security: Proponent has provided evidence of ability to provide Performance Security. |
| Financing strategy <ul style="list-style-type: none"> The proposed strategy to secure capital to deliver the Project. Ability and track record of Proponent to raise and secure capital (equity and debt) to achieve Financial Close and to deliver the Project. | <ul style="list-style-type: none"> Finance pathway: A clear pathway and detailed steps to funding the delivery of the Project. Demonstrated track record for raising capital for similar projects. |

Merit Criterion 4 – First Nations participation and benefits sharing

Objective: Assess the quality of the Project’s engagement with and understanding of Traditional Owners and First Nations Communities (**First Nations Communities**), and commitments to share economic and social benefits of the Project.

For general guidance on applying better practice approaches, Proponents may refer to the [Clean Energy Council’s Leading Practice Principles: First Nations and Renewable Energy Projects](#) and the First Nations Clean Energy Network’s [‘Building New Capacity of Proponents’ toolkit](#). Proponents are encouraged to engage with First Nations Communities in accordance with the First Nations Engagement principles of [Free, Prior and Informed Consent](#), and where possible align with the key outcomes of the [National Agreement on Closing the Gap](#).

| What is assessed | Characteristics of higher merit |
|---|---|
| First Nations engagement <ul style="list-style-type: none"> Engagement with First Nations Communities and Traditional Owners groups. Approach to building trust and mutually beneficial relationships with First Nations Communities to identify and realise benefits from the Project during development, construction and operations. Understanding of potential impacts the Project may have on First Nations Communities and identified opportunities to address impacts, based on engagement feedback. | <ul style="list-style-type: none"> Engagement approach: Early, ongoing and culturally appropriate engagement undertaken with First Nations Communities, in alignment with Free, Prior and Informed Consent (FPIC) principles led by a dedicated First Nations participation engagement lead(s) with clearly defined roles and responsibilities. Engagement plan: A First Nations engagement plan that is mapped against Project timeframes and includes robust governance arrangements and best practice engagement tools to facilitate First Nations-led or involved decision-making. Impact assessment: Demonstrated understanding of First Nations Communities informed by a needs or impact assessment, consistent with applicable legislative requirements regarding First Nations, Traditional Owner groups, and cultural heritage. Cultural competence: Demonstrated cultural competence of the Proponent (for example cultural competence training completed). |
| Economic participation and shared benefits <ul style="list-style-type: none"> Commitments to economic participation, subcontracting and shared benefit that provide economic and tangible social benefits for First Nations Communities, informed by engagement and understanding of First Nations’ needs, aspirations and priorities. Ability of Proponent to implement and deliver commitments. | <ul style="list-style-type: none"> Co-design: Active involvement of First Nations Communities in the co-design of shared benefits. Economic participation: Commitments that align with the NSW First Nations Guidelines regarding achieving at least 3% First Nations participation. Procurement targets: First Nations procurement targets such as those that align |

| What is assessed | Characteristics of higher merit |
|---|---|
| <ul style="list-style-type: none"> • Commitments will be assessed commensurate to the regional placed-based considerations of the Project (i.e. when locationally practical to do so). | <p>with the Australian Government's Indigenous Procurement Policy.</p> <ul style="list-style-type: none"> • Business participation: Supporting First Nations business participation e.g. through procurement briefings, meet the buyer events, mentoring, and small business readiness programs. • Legacy: Shared benefits commitments that deliver an enduring positive impact on First Nations Communities which may include a First Nations benefit sharing fund; support for cultural heritage management; equity sharing, revenue sharing, or energy offtake agreements. |
| <p>Employment, workforce and capacity development</p> <ul style="list-style-type: none"> • Commitments to employment, training and workforce development that provide economic and social benefits for First Nations Communities, informed by engagement outcomes and understanding of First Nations' needs, aspirations and priorities. • Ability of Proponent to implement and deliver commitments. • Commitments will be assessed commensurate to the regional placed-based considerations of the Project (i.e. when locationally practical to do so). | <ul style="list-style-type: none"> • Employment commitments: Commitments that align with the NSW First Nations Guidelines for First Nations participation with credible plan to implement and deliver commitments. • Workforce development: Workforce preparedness programs that address barriers to workforce participation (e.g. trade skills, licensing requirements, pre-apprenticeship training). • Capacity building: Targeted training and capacity building in the local region (e.g. mentoring, upskilling, scholarships with local TAFEs). Partnerships that support the delivery of commitments (e.g. Indigenous Chambers of Commerce, Supply Nation, First Nations training organisations). |

Merit Criterion 5 – Social Outcomes and Community Benefits Sharing

Objective: Assess the quality of community engagement and community involvement in the co-design of social outcomes strategies, priorities and commitments, and how this will create long lasting social outcomes through the Project in terms of local content, employment and workforce development, and shared benefits.

For general guidance on applying better practice approaches, Proponents can refer to the [Clean Energy Council’s Guide to Benefit Sharing Options for Renewable Energy Projects](#) and are encouraged to engage with local communities in accordance with the [IAP2 Public Participation Spectrum](#) ‘Collaborate’ level. Further, refer to the [NSW Renewable Energy Sector Board Plan \(NSW RESB\)](#) for guidance on social licence commitments.

| What is assessed | Characteristics of higher merit |
|---|--|
| Community Engagement <ul style="list-style-type: none"> • Identification of the community and stakeholder groups likely to be impacted by the Project and the approach to building trust and mutually beneficial relationships with community and stakeholders. • Evidence that local demographic data has been considered in the development of the plan. | <ul style="list-style-type: none"> • Engagement approach: Demonstration of early and ongoing community engagement, informed by quality engagement best practice principles, led by a suitably qualified engagement officer. • Engagement Plan: A detailed plan that identifies community and stakeholder groups and outlines activities and feedback processes to build trust and address priorities of the community and stakeholder groups. • Impact assessment: Demonstrated understanding of impacts the Project will have on affected community and the wider region and identifying how the Project can create benefit sharing during its development, construction and operation phases. • Social outcomes: Engagement that has empowered the community by providing meaningful opportunities to influence project outcomes. General community acceptance of the Project. |
| Community Shared Benefits <ul style="list-style-type: none"> • Commitments to community shared benefit initiatives. • Evidence that community shared benefit commitments have been informed by implementing the stakeholder engagement plan and are informed by community priorities and local needs. | <ul style="list-style-type: none"> • Co-design: Evidence of community co-design in the development of shared benefit commitments. • Exceeding targets: Development of shared benefit commitments that exceed the minimum requirements of state/territory or local government development/planning approval processes. |

| What is assessed | Characteristics of higher merit |
|--|--|
| | <ul style="list-style-type: none"> • Legacy: Shared benefit commitments that deliver an enduring positive impact on relevant communities and the region. • Governance: Governance and participation arrangements for community benefit sharing schemes that allow local community representatives to inform how funds are disbursed. |
| <p>Local Supply Chain Development</p> <ul style="list-style-type: none"> • Commitments and evidence to support the use of Local Content, including locally sourced materials, suppliers and locally manufactured renewable components. | <ul style="list-style-type: none"> • Local content: Commitments and evidence that support the development of local supply chain opportunities, such as renewable components and materials, local steel and investment and innovation in the local renewable energy supply chain. This may include commitments that align with the NSW RESB and guidance provided in the MC4&5 Returnable Schedule on supply chain inputs criteria, where locally practical. • Supporting evidence: Details and evidence of goods and services that are to be locally procured and those to be internationally procured, including justification of why international sources were used, if applicable. • Business participation: A comprehensive procurement plan and supplier engagement strategy to build local supply chain capacity. This can include partnerships with recognised Chambers of Commerce, or other relevant entities to maximise opportunities for local supply chains. |
| <p>Employment and Workforce Development</p> <ul style="list-style-type: none"> • Strategies and commitments to support local employment, including local skills, high labour standards, training, and capacity building for local renewable energy workforces. | <ul style="list-style-type: none"> • Workforce development: Commitments to strengthen local workforce training and engagement through partnerships with trade unions, registered training organisations, group training organisations and established portable entitlement industry funds. This may include initiatives to upskill local workforces, especially hard-to-reach and under-represented groups such as women and long-term unemployed. • Employment commitments: Commitments that exceed the minimum requirements outlined in the Australian Skills Guarantee targets which are supported by strategies and evidence. This may include commitments that align with the NSW RESB |

| What is assessed | Characteristics of higher merit |
|------------------|---|
| | and guidance provided in the MC4&5 Returnable Schedule on employment and workforce criteria, where locally practical. |

3.2 Merit Criteria – Required supporting documentation

Proponents are required to submit the supporting information listed below to assist in the assessment of their Bid.

Merit Criterion 1 – Financial value, system reliability and system benefits

- **Technical Information:** Key technical information including Project configuration, Connection Point, technology type(s) and technical capability.
- **Key Commercial Terms:** Refer to Table 4: Key Commercial Terms before submitting a Bid.
- **Single Line Diagram:** Inclusive of Connection Point and metering configuration.
- **Completed MC1 Returnable Schedule:** Inclusive of Project Parameters, Bid Variables and AC and DC (where applicable) generation traces.

Merit Criterion 2 – Project deliverability and timeline

- **Project development plan and schedule:** Key Project progress and milestone dates (including First Energy Export and COD), and Project development plan including risk-adjusted schedule.
- **Network connection approval:** Connection application status including forward plan to secure connection, and evidence of connection status including engagement with Western Power and AEMO.
- **Environmental and planning approvals:** Summary of environmental approval progress with evidence and forward plan, and *Environment Protection and Biodiversity Conservation Act 1999* (Cth) approval (if required)
- **Land tenure:** Complete real property arrangements Returnable Schedule and supporting evidence, in alignment with the site map.

Merit Criterion 3 – Organisational, resource, and financing capability

- **Track record:** Proponent's experience, including summary of three most comparable projects delivered in the last 5 years.
- **Contracting structure and resourcing:** Summary of Project delivery model, including diagrammatic representation of the contracting structure and supporting evidence for securing contracts with key delivery partners. Resourcing plan outlining resourcing strategy and roles and responsibilities of key personnel for all Project phases.
- **Development funding:** Development funding status including development phase budget and evidence of ability to pay Performance Security.
- **Financing strategy:** Financing strategy, including estimated capex requirements and debt and equity requirements for the Project. Evidence of status of capital raising activities.

Merit Criterion 4 – First Nations participation and benefits sharing

- **First Nations engagement plan:** A plan outlining the approach to engagement with relevant First Nations communities in the local and surrounding region (including addressing cultural heritage issues). The plan should include past, current and proposed engagement activities; a needs or impact assessment; a feedback mechanism and complaints handling process.
- **Completed MC4 Returnable Schedule**
- **Supporting evidence:** To demonstrate its commitments and track record, show how the Project will identify and seek to address identified needs in the local First Nations communities, deliver economic and/or financial opportunities for First Nations communities, and promote co-design of benefit sharing schemes.

Merit Criterion 5 – Social outcomes and Community Benefits Sharing

- **Community engagement plan:** A community engagement plan identifying relevant impacted local communities and stakeholders, outlining an engagement approach that demonstrates trust, support and an understanding of local community priorities. The plan should include past, current and proposed engagement activities; a needs or impact assessment; a feedback mechanism and complaints handling process.
- **Completed MC5 Returnable Schedule**
- **Supporting evidence:** To demonstrate commitments and track record, show how the Project will support commitments to local supply chain, employment and workforce development, training and capacity building and community shared benefits, including evidence that commitments reflect local priorities, are proportionate to the Project's scale and impact, and deliver meaningful, long-term positive outcomes for the region.

4 Key Tender Considerations

4.1 Project Commercial Operations Date

A Project's development progress and the credibility of forward plans to secure remaining approvals and delivery milestones will be assessed under [MC2 – Project deliverability and timeline](#). Projects with earlier, credible COD milestones will be considered higher merit, supporting the Australian Government's target of 82% renewable electricity by 2030. Projects with a target COD after 31-Dec-2030 and/or lacking a credible pathway to reach COD by 31-Dec-2030 may be considered low merit and not be further assessed in the Tender Process.

4.2 Hybrid Projects, Staged Projects, Separate Measurement Points

Hybrid Projects

Hybrid Projects are co-located generation and dispatchable assets, which meet the characteristics of a Hybrid Project as described in the Proforma CISA. For the purposes of these Tender Guidelines, references to Hybrid Projects refer to either:

- an **Assessed Hybrid Bid**, for which both the Project (i.e. the generation asset) and the Associated Project (i.e. the dispatchable asset) are assessed against a set of Merit Criteria; or
- a **Non-Assessed Hybrid Bid**, for which only the Project (i.e. the generation asset) is assessed against a set of Merit Criteria, and not the Associated Project.

Assessed Hybrid Projects are eligible to participate in this Tender 5 Process but not the Tender 6 Process. Accordingly, if a Proponent has submitted a Bid for a Hybrid Project in this Tender 5 Process, the Proponent must not submit a Bid of any type for that Hybrid Project (or Project in the case that the Proponent does not register it as a Hybrid Project) in the Tender 6 Process.

Non-Assessed Hybrid Projects may participate in either this Tender 5 Process, or alternatively, the Tender 6 Process, but not both.

Treatment of Staged Projects

Staged Projects are co-located generation assets, which include the Project, the Existing Project, and the Shared Infrastructure. Existing Projects refer to generation assets that are co-located with the Project and, in respect of which, when the Project increases the Nameplate Capacity of such an asset, both the Project and the Existing Project will be part of the same Registered Facility. The Staged Project (i.e., the Project) and the Existing Project may have some Shared Infrastructure.

For the purposes of this Tender Process, if a Proponent proposes a Staged Project:

- the Project and the Existing Project must be Separately Certified Components of the same Registered Facility;
- the Project excludes the Existing Project;
- the Project will need to, in its own right, satisfy the Eligibility Criteria; and

- benefits against each Merit Criterion will be assessed for the Project only, and not the Existing Project.

Projects with separate Measurement Points

Projects that have separate Measurement Points for generation and dispatchable capacity assets (respectively) should review the Proforma CISA to inform the appropriate Bid configuration.

4.3 WEM Considerations

Interactions with the Reserve Capacity Mechanism

The Reserve Capacity Mechanism (**RCM**) is a mechanism to encourage capacity in the WEM to meet peak demand two years in the future, in line with Reserve Capacity Requirement expectations set in the WEM Electricity Statement of Opportunities (**ESOO**). The CIS aims to be complementary to the RCM.

Successful WEM Projects in the CIS will be required to participate in the RCM and to nominate the RCM year in which they intend to participate. [MC1 – Financial value, system reliability and system benefits](#) will include an assessment of a Project's ability to receive Peak Capacity Credits under the RCM as a measure of its contribution to system reliability and benefits.

Payments under the WEM Generation CISA will be determined by reference to the volume of electricity generated by the Project. This is reflected in the Annual Floor and Annual Ceiling, both denominated in \$/MWh in respect of a Support Year.

Network Access Quantity

Network Access Quantity (NAQ) considers the amount of available network capacity by accounting for network constraints and allocates Peak Capacity Credits to facilities up to the assigned NAQ. For the purpose of this Tender Process, modelling will be undertaken by AEMO to calculate each Project's potential NAQ, with the results incorporated into the Bid assessment (refer to [Section 3 Merit Criteria](#)). This modelling and assessment conducted for the purposes of this Tender Process is distinct from the NAQ modelling and assessment performed by AEMO pursuant to its functions under the ESM Rules.

4.4 Commercial Departures

Proponents' Bids should only include departures from the proforma Project Documents that are strictly necessary for the unique technical requirements of the Project. Proponents should consider the impacts of changing the proposed risk and administrative position in the proforma Project Documents. Bids may be excluded from this Tender Process and no longer assessed if any proposed commercial departure is considered to:

1. increase the risk allocation to the Australian Government;
2. increase the administrative burden and cost to the Australian Government; or
3. deviate from the Policy Objectives.

Each departure from the Project Documents that the Proponent or the Bid Entity proposes to make must be included as a separate line item in the departures table (Returnable Schedule) submitted as a part of its Bid. If the Proponent does not submit a departures table (or does not submit a departure in relation to a particular provision of the Project Documents) for the Bid, the Proponent will be deemed to have accepted the relevant Project Document or provision (as applicable) in full and to make its offer on that basis.

5 Tender Process

Proponents must meet the [Eligibility Criteria \(EC\)](#) before being assessed against the [Merit Criteria \(MC\)](#) and any additional factors outlined in [Section 5.4 Recommended Bids](#). The Tender Process may be changed or cancelled at the discretion of the Australian Government or AEMO, and any changes will be communicated via the Online Portal and the ASL website.

An overview of the Tender Process is illustrated below.



5.1 Registration

Registration is the first step in the Tender Process and must be completed before a Bid may be submitted. To register a Project, Proponents must create an account via the [Online Portal](#). Successfully registered Proponents will be notified via the Online Portal of any changes made to the Tender Process.

The period for registration will commence on **29 August 2025** and close on **10 October 2025 at 5:00 pm Australian Western Standard Time (AWST)**.

If a Project has multiple potential configurations or designs (such as capacity or storage duration), the Proponent must select its preferred configuration before submitting a Bid and may only submit one bid for each Project.

5.2 Bid Submission

5.2.1 How to submit a Bid

Successfully registered Proponents must submit their Bids via the Online Portal and include the completed Bid forms, the relevant Returnable Schedules, and other specified documents to demonstrate satisfaction of each of the Eligibility Criteria and Merit Criteria. Proponents should refer to [Section 6 Tender Conditions](#) to complete their Bid.

Proponents are required to ensure that Project Documents are in the form of an offer to the Australian Government, that is complete and capable of acceptance during the Validity Period. In cases in which the Bid Entity will be a SPV that has not been established at that time, the Bid Entity's details, execution block, and other details to be completed by the Australian Government should be left blank.

Proponents are required to attach to their Bid at submission:

- A clean version of the Project Documents, in a form ready for acceptance by the Parties (i.e. requiring no further changes, including Parties' details and execution blocks), in Word format (except for details relating to the Bid Entity, if it has not been established at this time, any information in the CISA which is identified as not requiring completion for the purposes of a Bid, and any details remaining to be completed by the Australian Government).
- If any departures are proposed, a completed departures table, including the reason for requesting each proposed departure in Word format.
- A marked-up version of the Project Documents (if departures are proposed), in Word format.

The marked-up and clean versions of the Project Documents must reflect the completed departures table submitted by the Proponent.

5.2.2 Duplicative Bids

Proponents must not submit a Duplicative Bid. A Bid will be considered a Duplicative Bid if it is in respect of essentially the same Project as another Bid from the same Proponent or its Associates, and only has changes to the configuration or design (such as Nameplate Capacity). If a Proponent submits Bids that are considered by AEMO to be Duplicative Bids, AEMO will accept the compliant Bid that was submitted last.

Changes to the identity or corporate structure of a Proponent following registration will only be accepted if made in accordance with the Tender Conditions. The Australian Government or AEMO may, in their absolute discretion, impose additional requirements for such changes, including the provision of further information or execution of additional Warranties Forms by any relevant entities.

5.2.3 Warranties Form

Proponents seeking to participate in the Tender Process must execute a Warranties Form in favour of the Australian Government and AEMO. The Warranties Form must be provided as a Returnable Schedule and must be executed and submitted with the Proponent's Bid.

The Australian Government or AEMO may, in their absolute discretion, during the Tender Process, including after Bids have been submitted, also require that a Warranties Form be submitted by one or more of the Bid Entity, the Proponent's or Bid Entity's Related Bodies Corporate and a changed Proponent or Bid Entity. If requested to provide any further Warranties Form(s), the Proponent must ensure that the relevant entity(s) provide an executed Warranties Form to AEMO.

If a correctly completed and executed Warranties Form is not provided along with the Proponent's Bid submission, the Bid may not be further assessed in this Tender Process.

5.2.4 Accuracy of information

The Proponent and the Bid Entity (if different) must provide accurate, complete and current declarations, warranties and information in all documents provided by them as part of this Tender Process, as outlined in [Section 6.16 Submitting a Bid](#).

5.2.5 Q&A Process

An online question-and-answer period (**Q&A Process**) will be operated by AEMO to ensure fair and equitable access to information. Proponents may submit clarification questions to the Online Portal by no later than the Q&A Closing Date and Time.

Proponents should prepare any questions in a manner that does not disclose sensitive or confidential information. Reasonable endeavours will be made to answer questions within five (5) Business Days after receipt of the relevant question (subject to the number, materiality and complexity of questions received) and to share de-identified questions and clarifications publicly via the [ASL website](#).

Please note that, subject to the items below and [Section 6.13 Requests for clarification and further information](#):

- Responses will be made publicly available via the ASL website (without identifying the Proponent that submitted the relevant question) and will be distributed to all registered Proponents via the Online Portal.
- If a Proponent does not wish a question or response to be made publicly available, it must identify the question as ‘commercially sensitive – not for circulation’, together with an explanation of why the information is Project-specific and sensitive.
- A determination will be made by AEMO as to whether to answer a question and, if so, whether to circulate the response, or a generic or deidentified version of the response, to some or all actual and prospective Proponents. Probity advice may be sought to guide these decisions.

5.2.6 Late Bids

A Bid received after the Bid Closing Date and Time (**Late Bid**) will only be accepted at the absolute discretion of AEMO. For example, a Late Bid may be admitted for assessment if:

- actions or omissions by AEMO caused the delay in submission; or
- the Proponent can clearly document to the satisfaction of AEMO that exceptional circumstances, outside of the reasonable control of the Proponent, caused the Bid to be lodged after the Bid Closing Date and Time and that the integrity of the Tender Process will not be compromised by accepting a Bid after the Bid Closing Date and Time.

AEMO is under no obligation to exercise its discretion to accept a Late Bid or to disclose to any Proponent or any of their respective Associates the acceptance of another Proponent’s Late Bid.

5.2.7 Extensions

Extensions of time, including in relation to dates and times published in the Tender Process, may be granted at the absolute discretion of AEMO, and, if so, will be granted to all Proponents.

5.2.8 Obligation to notify of errors

If, after any Bid has been submitted, the relevant Proponent (or any of its Associates) becomes aware of an error in the relevant Bid (including an error in pricing but excluding clerical errors that would

have no bearing on the evaluation of the Bid), the Proponent must promptly notify AEMO via the [Online Portal](#) of such error.

5.3 Bid Assessment

The purpose of Bid assessment is to evaluate the Bids submitted by Proponents to develop a Ranked List.

The Australian Government or AEMO may exercise their discretion under [Section 6.26 Discretions](#) of these Tender Guidelines to reject, or refuse, or cease to consider, a Bid that fails to comply with any of the above requirements of these Tender Conditions.

5.3.1 Eligibility Criteria Verification

AEMO may verify compliance with Eligibility Criteria at any time throughout the Tender Process, by requesting further information from the Proponent or by using third party sources. Proponents' Bids must continue to satisfy the Eligibility Criteria throughout the Validity Period and Proponents must promptly advise AEMO of any changes to their compliance, as stated in the Warranties Form. Non-compliance with any of the Eligibility Criteria at any time will render a Bid ineligible.

5.3.2 Merit Criteria Assessment

Bids that satisfy all of the Eligibility Criteria will be assessed and scored against the Merit Criteria. Proponents are required to provide evidence to support their responses to each of the Merit Criteria when submitting a Bid. Requirements for Bid responses including evidence and supporting documentation are outlined in [Section 3 Merit Criteria](#).

Following Merit Criteria assessment, Bids that have not been excluded will receive a weighted score, using the weightings according to Table 7: Merit Criteria, to create a Ranked List.

Low Merit Bids

Bids can be assessed as low merit at any time in the Tender Process against any individual Merit Criterion. Bids that are assessed as low merit may be excluded from this Tender Process and no longer assessed against other Merit Criteria. Accordingly, it is possible that a Bid that ranks, or that would have ranked, highly on the Ranked List based on its overall weighted score may be excluded if it receives a low score on an individual Merit Criterion.

5.3.3 Due Diligence

Proponents may be requested to provide additional information at any time, including information identified in [Section 7 Australian Government Policies and Other Requirements](#), and the Project Documents may be amended by the Australian Government to reflect issues identified during due diligence.

Due diligence may be undertaken on Bids at any time. Action may include, but is not limited to:

- Commissioning or completing relevant research, analysis and modelling to support assessment of Bids.
- Contacting any relevant Australian Government, State or Territory Government or other relevant parties about a Bid, Project or Proponent.

- Seeking information from third parties to validate information provided by Proponents. This includes, but is not limited to, information from Western Power, AEMO, the relevant local council or the State planning authority.
- Confirmation of compliance with Foreign Investment Review Board and relevant work health and safety and other regulatory and government policy requirements.
- Enquiring into the Proponent's practices regarding labour regulations, including ethical employment practices, workplace health and safety and environmental practices.
- Enquiring into the Proponent's compliance with the *Competition and Consumer Act 2010* (Cth) in relation to acquisitions.
- A review and assessment of further information required to be submitted by the Proponent including information identified in [Section 7 Australian Government Policies, Other Requirements](#) and the Warranties Form.

Bids that are the subject of adverse due diligence findings may be excluded from further consideration, or, in respect of Bids included on the Ranked List, excluded from selection as a Recommended Bid, at the absolute discretion of AEMO. AEMO may, but is under no obligation to, seek a response from a Proponent in relation to such an adverse due diligence finding prior to deciding whether to exercise its discretion to exclude a Bid from further consideration.

5.4 Recommended Bids

AEMO will develop recommended Bids (**Recommended Bids**), incorporating outcomes from the Bid assessment process. In developing the Recommended Bids, AEMO may, at its discretion:

- Exclude Bids based on due diligence findings.
- Exclude Bids with unacceptable Commercial Departures from the proforma Project Documents (refer to [Section 4.4 Commercial Departures](#) for more information).
- Exclude Bids that do not comply with the Policy Objectives.
- Exclude higher ranked Bids from the Ranked List, in circumstances in which the Project, in conjunction with other Projects, gives rise to:
 - technology, geographic, or Proponent concentration risks;
 - adverse community effects; and/or
 - significantly diminished benefits when considered collectively compared to the cumulative benefits of each Project when considered individually.⁴
- Include lower ranked Bids or exclude higher ranked Bids from the Ranked List, in circumstances that may include (but are not limited to) the following:
 - COD and 2030 target: the Project has a COD that is more consistent with achieving the Australian Government's 82% renewable energy by 2030 target;

⁴ To determine this, AEMO may conduct targeted sensitivity modelling to quantify the impact on Project benefits, system reliability and/or Net CISA Costs.

- Risk profile: the Project has a lower or higher overall risk profile compared to other Projects, including, but not limited to, high financial and/or delivery risks;
- Policy Objectives: a lower or similarly ranked Project better aligns with the Policy Objectives; and/or
- Proponent's track record in executing Project Documents: if a Proponent (or a Related Body Corporate) participating in the Tender Process has previously been announced as a Successful Proponent in a prior CIS tender, AEMO may take into consideration the Proponent's (or a Related Body Corporate's) record of executing, or not-executing, on its binding commitments and entry into the Project Documents with the Australian Government following such announcement.

5.5 Selection of Successful Proponents

The Australian Government, through the Minister, will select the Successful Proponents.

A Successful Proponent will be notified by the Australian Government that it intends to enter into the Project Documents with the Successful Proponent, on terms that are satisfactory to the Australian Government, and on any other conditions set out in other Project Documents. The Australian Government, at their discretion, may reject proposed departures from the proforma Project Documents. Departures that materially increase risk to or administrative burden on the Australian Government are unlikely to be accepted.

A Proponent is bound by its Bid and, if selected as a Successful Proponent, must enter (or procure that the Bid Entity enter) into Project Documents on the basis of the Bid, subject to any amendments agreed with the Australian Government. The Proponent and/or the Bid Entity may not raise additional departures from the proforma Project Documents that were not submitted as a part of its Bid, after having been selected as a Successful Proponent (unless they relate to any provisions of the Project Documents that have been changed by the Australian Government since lodgement of the Bid).

5.5.1 Reserve List

At the discretion of the Australian Government, and based on the recommendation of AEMO, AEMO or the Australian Government may notify one or more unsuccessful Proponents that they have been placed on a Reserve List. Such Proponents will be advised of the defined period of time within which their status on the Reserve List will endure (**Reserve Period**). Proponents on the Reserve List will be informed of their status on the Reserve List and of the duration of the Reserve Period, following the announcement of Successful Proponents. Reserve List Proponents that are unsuccessful in this Tender Process will be notified by the Australian Government by the end of the Reserve Period.

The Australian Government may notify one or more Proponents from the Reserve List that they have become a Successful Proponent. This notification will occur within the Reserve Period and the Validity Period of the relevant Proponent's Bid. A Reserve List Proponent that is notified that it has become a Successful Proponent will be bound by its Bid and must enter into Project Documents on the basis of the Bid, subject to any amendments agreed with the Australian Government.

6 Tender Conditions

Compliance with Tender Conditions

The Tender Process will be undertaken subject to these Tender Guidelines (including the Tender Conditions outlined in this section).

Unless otherwise expressly provided in these Tender Guidelines, or notified by the Australian Government, AEMO (in addition to the Australian Government) may exercise all rights and discretions and discharge any obligation of the Australian Government contained in these Tender Guidelines, other than the decision for the Australian Government to select a Successful Proponent with which to enter into Project Documents. Those rights, discretions and obligations include a number of important requirements in relation to the receipt and evaluation of Bids, including rights to:

- a. accept, reject or decline to consider any Bid that does not comply with the requirements of these Tender Guidelines or the terms of the Project Documents, or that is incomplete;
- b. accept, reject or decline to consider any registration lodged after the Registration Closing Date and Time and any Bid submitted after the Bid Closing Date and Time (as applicable);
- c. provide (or not provide) responses to Proponent questions, including responses that clarify the Tender Process or these Tender Guidelines; and
- d. require a Proponent to address a probity issue.

Proponents must ensure that all information (including their Bids) that they submit in response to these Tender Guidelines is complete, accurate, adequate and current and must not provide false or misleading information. If a Proponent is unable to provide any information required by these Tender Guidelines, this must be expressly set out in its Bid, with reasons given. Proponents are required to advise the Australian Government and AEMO if there is a change to any information previously provided by them to the Australian Government or AEMO in, or in relation to, their Bid.

Bids must:

- a. be in English;
- b. be submitted substantially in accordance with any format requirements specified in relevant Returnable Schedules;
- c. be priced in Australian dollars and all pricing must be Goods and Services Tax (**GST**) exclusive; and
- d. use Microsoft Word .docx and Excel .xlsx formats, as required, when Word and Excel Returnable Schedules are to be submitted.

Other considerations

In addition to the Proponent's responses provided in the Online Portal and the Returnable Schedules, the following matters may be considered during the assessment of Bids:

- a. any matters that are revealed as a result of the Australian Government's or AEMO's own investigations or analyses in assessing the Bids;
- b. elements of a Proponent's response to one Merit Criterion when assessing another Merit Criterion. This includes the consistency of the Proponent's responses across different Merit Criteria; and

- c. the Proponent's continuing compliance with the Eligibility Criteria and any re-assessment of any or all Merit Criteria.

6.1 Application of and agreement to comply with these Tender Guidelines

By taking part in the Tender Process and by executing the Warranties Form, the Proponent agrees to be bound by, and agrees to ensure that its Associates act in accordance with, these Tender Guidelines. To the extent that the Proponent or any of its Associates does not agree to be bound by these Tender Guidelines, the relevant entity or person must not take any further part in the Tender Process. Proponents that do not agree to be bound by these Tender Guidelines will not be permitted to submit a Bid.

Participation by a Proponent and its Associates in the Tender Process is subject to the Proponent complying, and ensuring that its Associates comply, with these Tender Guidelines.

All persons (whether or not they submit a Bid) who obtain these Tender Guidelines may only use these Tender Guidelines and the information contained within them in compliance with these Tender Guidelines.

By taking receipt of the Tender Guidelines and participating in the Tender Process, a Proponent is deemed to accept, acknowledge and agree, and by executing the Warranties Form, a Proponent expressly agrees:

- a. to comply with and be bound by these Tender Guidelines;
- b. to comply with all applicable Laws;
- c. that information provided to the Australian Government or AEMO during the Tender Process is for the benefit of the Australian Government; and
- d. to ensure that it and its Associates, comply with these Tender Guidelines.

These Tender Guidelines apply to:

- a. any other information given, received, or made available arising from or in connection with these Tender Guidelines or the Tender Process, including any Addenda and answers to questions;
- b. the Tender Process and the participation of each Proponent and its Associates in the Tender Process; and
- c. any communications, including any presentations, meetings or negotiations (whether before or after the release of these Tender Guidelines), relating to these Tender Guidelines or the Tender Process.

The Tender Guidelines apply for the benefit of the Australian Government and AEMO.

In addition to any other remedies available to the Australian Government or AEMO under Law, contract, the Tender Process or these Tender Guidelines, any failure by the Proponent or any of its Associates to comply with any Law, contract, the Tender Process or these Tender Guidelines will, in the absolute discretion of the Australian Government or AEMO, and without limitation, entitle the Australian Government or AEMO to terminate the participation (or further participation) of the relevant Proponent and its Associates in either or both of this Tender Process and any future CIS

tender processes.

6.2 Interpretation

Except to the extent that the context requires otherwise, in these Tender Guidelines:

- a. 'includes' in any form is not a term of limitation;
- b. the meaning of 'or' will be that of the inclusive 'or', meaning one, some or all of a number of possibilities;
- c. headings are for convenience only and do not affect interpretation;
- d. the singular includes the plural, and the plural includes the singular;
- e. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- f. a reference to a person includes a natural person, a firm, a company, a corporation, a body corporate, a body politic, a trust, a partnership, an unincorporated body or association or a government agency and any successor entity to those persons;
- g. a reference to a time is to Australian Western Standard Time (AWST), unless specified otherwise (e.g. as Australia Eastern Daylight Time (AEDT));
- h. a reference to a party in the Tender Guidelines or another agreement or document includes that party's successors, permitted substitutes and permitted assigns (and, when applicable, the party's legal or personal representatives);
- i. a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and all legislation, regulations, rules or statutory instruments under it as they may be so modified, re-made or substituted;
- j. a reference to a Government agency includes any relevant successor (no matter how constituted) of the Government agency under a machinery of government change or that is performing any relevant function or responsibility that is or was performed at any relevant time by the Government agency;
- k. if the Proponent is a different entity to the Bid Entity, the obligations and Liabilities of the Proponent, under the Tender Guidelines including Tender Conditions or under the Warranties Form, apply to the Proponent and the Bid Entity jointly and severally;
- l. no rule of interpretation applies to the disadvantage of the Australian Government or AEMO on the basis that the Australian Government or AEMO put forward the Tender Guidelines or the Warranties Form or because the Australian Government or AEMO is seeking to rely on a provision contained in the Tender Guidelines or the Warranties Form;
- m. if the Tender Guidelines or the Warranties Form purports to exclude Liability for a particular matter, such exclusion only operates to the extent permitted by Law;
- n. the Australian Government may give, modify, withhold, withdraw, make or exercise any action, approval, consent, decision or discretion or other function under the Tender Guidelines at the Australian Government's absolute discretion and at any time and without any Liability to any Proponent or prospective Proponent; and
- o. a reference to the Australian Government or to AEMO includes (when applicable) their officers, employees, servants, agents, contractors, consultants, nominees, licensees and advisers.

6.3 Not an offer

The Proponent acknowledges and agrees, and must ensure that its Related Bodies Corporate (if any) and any Bid Entity all acknowledge and agree, that these Tender Guidelines:

- a. are not an offer and, in particular, are not an offer to enter into any Project Document or other contract with any recipient of these Tender Guidelines;
- b. are only an invitation for persons to submit a Bid; and
- c. must not be construed, interpreted or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any person.

Subject to the operation of [Section 6.1](#) and the Warranties Form, neither these Tender Guidelines, nor a Bid submitted by a Proponent, has any contractual effect in relation to any person proceeding with any Project or the Australian Government entering into the Project Documents with any person and does not create any contractual, promissory, restitutionary or other legal rights.

The Australian Government and AEMO are under no obligation to complete the Tender Process outlined in these Tender Guidelines or to recommend or accept a Bid or a Project. The Australian Government or AEMO may change the process, or the description of the requirements outlined in these Tender Guidelines, by issuing an Addendum or other written notice via the Online Portal.

To the extent permitted by Law, the Australian Government or AEMO will not under any circumstances be liable for any costs incurred by any person (including Proponents and their Associates) arising from or in connection with or relating to considering these Tender Guidelines or the Tender Documentation, preparing and submitting a Bid or otherwise participating in the Tender Process.

6.4 Liability

Except as otherwise expressly provided in the Tender Guidelines or if non-excludable provided by Law, no Proponent or Associate of a Proponent is entitled to make any Claim against the Australian Government or AEMO for any Liability incurred by any one or more of them arising out of, or in connection with:

- a. the Tender Guidelines (including the exercise or non-exercise of any discretion by the Australian Government or AEMO under the Tender Guidelines or any alleged representation contained in the Tender Guidelines);
- b. the Tender Process, or their participation in it, or the conduct of the Tender Process by the Australian Government or AEMO, in any respect;
- c. the submission of (or failure to submit or decision not to submit) a Bid;
- d. the Australian Government's or AEMO's evaluation of, or decision not to evaluate, a Bid;
- e. the Australian Government's selection of, or decision not to select, any Bid or Project to enter into any Project Documents;
- f. any omission from or inaccuracy in these Tender Guidelines or any Disclosed Information, or any failure to disclose information;
- g. any inspections of any site related to a Project;

- h. the granting (or not granting) of any Approvals required or desired in relation to any Project (including in connection with any delay in progressing or securing any such Approval); or
- i. the making (or not making) of any recommendation by AEMO or any decisions by the Australian Government or the Minister in respect of any Proponent or Associate of a Proponent or their respective Bids or Projects.

The Proponent must indemnify, and must keep indemnified on demand, the Australian Government and AEMO from and against any Claim or Liability suffered or incurred by the Australian Government or AEMO arising out of, or in connection with:

- a. any breach by the Proponent or its Associates of the Tender Guidelines, including a failure to comply with the Tender Guidelines or any breach of a representation or warranty given by any of them pursuant to the Tender Guidelines;
- b. any Claims brought by the Proponent or any of its Associates against the Australian Government or AEMO or any of their respective Associates with respect to any of the matters or events identified in this [Section 6.4](#); or
- c. (if applicable) any site inspection, to the extent that the relevant Claim or Liability is caused by the act or omission, including any negligence of, the Proponent or its Associates or Arms' Length Associates.

Without limiting the foregoing, by proceeding in this Tender Process the Proponent represents and warrants that it and its Associates will have no Claim, and will not bring any Claim, against the Australian Government or AEMO, or their Associates, and releases them from any Claim, arising from or in connection with the exercise or the failure to exercise the rights or discretions of the Australian Government or AEMO consistent with the rights and discretions set out in these Tender Guidelines including the Australian Government or AEMO's rights to vary, suspend or not proceed with all or any part of the Tender Process or not to enter into a contract with any Proponent.

The Proponent acknowledges and agrees, and must ensure that its Related Bodies Corporate (if any) and any Bid Entity acknowledge and agree, that the Australian Government and AEMO have relied on the representation and warranty set out above in deciding whether to consider a Bid.

6.5 No warranty

Except to the extent otherwise required by Law, neither the Australian Government nor AEMO:

- a. gives any warranty or makes any representation (express or implied), or assumes any duty of care, or accepts any Liability, with respect to the completeness, accuracy, adequacy or currency of the Tender Guidelines or the Disclosed Information;
- b. gives any warranty or makes any representation (express or implied) as to the exercise or non-exercise of any executive or statutory discretion, right or power in connection with the Tender Guidelines, the Tender Process, any Project or any Bid; or
- c. accepts responsibility, or is liable in any way, for any Liability of whatever kind (whether foreseeable or not) however arising (including by reason of negligence or default), incurred by any person in connection with the Tender Guidelines, the Tender Process, any Project, or any Disclosed Information, in preparing any Bid, or in the conduct of, participation in or outcome of the Tender Process.

6.6 No representations

No representation made by or on behalf of the Australian Government or AEMO in relation to the Tender Process or its subject matter will be binding on any one or more of those entities unless that representation is expressly incorporated into any final Project Documents entered into in respect of the Project.

6.7 Compliance with protocols

The Proponent must, and agrees to procure that each of its Associates (and Arms' Length Associates) does, comply with any and all protocols and procedures in relation to any data room, meetings, presentations, workshops, question and answer processes, or any other aspect of the Tender Process as set out in these Tender Guidelines or otherwise advised by the Australian Government or AEMO consistent with these Tender Guidelines.

6.8 Confidentiality

Unless publicly disclosed on a website operated by the Australian Government or AEMO related to the Tender Process, all Disclosed Information is confidential information of the Australian Government and AEMO.

The Disclosed Information is provided solely to enable Proponents and their Associates to consider the opportunity provided by this Tender Process and to prepare and submit Bids.

The Proponent must, and must ensure that each of its Associates agrees to:

- a. only disclose Disclosed Information to a person who has a need to know (and only to the extent that the recipient has a need to know) that Disclosed Information for the Permitted Purpose;
- b. not use the Disclosed Information for any purpose whatsoever except the Permitted Purpose; and
- c. keep strictly confidential all Disclosed Information (subject to disclosure permitted under this section).

The obligations of confidentiality under this [Section 6.8](#) do not apply to the Proponent and its Associates to the extent that:

- a. prior to disclosure by the Australian Government or AEMO, the relevant Disclosed Information was rightfully known to and in the possession or control of that person and not subject to an obligation of confidentiality on that person; or
- b. that person is required by Law to disclose the relevant Disclosed Information, provided that that person:
 - i. promptly gives notice to the Australian Government and AEMO; and
 - ii. makes disclosure on terms which preserve the confidentiality of the Disclosed Information to the greatest extent possible.

The Proponent must, and must ensure that each of its Associates agrees to:

- a. ensure, at all times, that each person to whom Disclosed Information has been disclosed in accordance with this [Section 6.8](#) complies with the requirements of confidentiality in these Tender Guidelines;

- b. promptly notify the Australian Government or AEMO if it becomes aware of a suspected or actual breach of this [Section 6.8](#) or any unauthorised disclosure or use of the Disclosed Information; and
- c. promptly take all reasonable steps to prevent or stop any such suspected or actual breach or unauthorised disclosure or use.

The Proponent must not, and must ensure that each of its Associates does not, disclose Disclosed Information to any person who is involved with a Competing Proponent.

Proponents will be responsible for their own compliance with this [Section 6.8](#), as well as the compliance of their Associates, and any Bid Entity.

At any time, the Australian Government or AEMO may request the Proponent or its Associates to enter into a confidentiality agreement or deed in respect of any specific Disclosed Information in a form and substance determined by the Australian Government or AEMO in its sole and absolute discretion. In that case, the Proponent must, and must ensure that its relevant Associate do, enter into that agreement or deed within ten (10) Business Days after being requested to do so. If they do not do so, the Proponent's bid may not be further assessed in this Tender Process.

6.9 Intellectual Property Rights

Ownership of IP Rights in the Tender Guidelines and Disclosed Information

Unless otherwise indicated in these Tender Guidelines, the Australian Government or AEMO (as applicable) owns such IP Rights as may exist in these Tender Guidelines and the Disclosed Information. Proponents and their Associates and Arms' Length Associates are permitted to use and copy these Tender Guidelines and the Disclosed Information for the sole purpose of considering the opportunity provided by this Tender Process and preparing and submitting a Bid.

Ownership of Bids and associated IP Rights

Upon submission of any Bid documents in this Tender Process, each physical or electronic Bid document and any media on which they are contained becomes the property of the Australian Government. The Proponent, and any Bid Entity, acknowledges and agrees that neither the Australian Government nor AEMO will return, or be required to return, to the Proponent or any Bid Entity any Bid documents, any other documents, materials, articles and information submitted by or on behalf of the Proponent or any Bid Entity in support of its Bid, any media on which they are contained, or any copies that are made.

A Proponent (or other relevant person) will retain ownership of any IP Rights subsisting in respect of each Bid Document it submits. The submission of a Bid document does not transfer to the Australian Government or AEMO any ownership interest in the IP Rights of the Proponent (or other relevant person) in that document, or give the Australian Government or AEMO any IP Rights in relation to the relevant Bid document, except as expressly set out below.

By submission of a Bid, the Proponent grants, and must ensure that each relevant Associate grants, to the Australian Government and AEMO, an irrevocable, perpetual, non-exclusive, transferable, worldwide, free-of-charge licence to use, reproduce, develop, communicate, modify and/or sub-license the whole or any part of any Bid for the purposes of:

- a. evaluating Bids, supporting the Australian Government's and AEMO's due diligence and strategic risk-assessment of the Bid and for the Tender Process, and otherwise facilitating competitive tendering pursuant to the Tender Process;
- b. the negotiation, administration and enforcement of any CISA that may be entered into;
- c. providing generalised learnings and improvements to any future tender processes, including any tender guidelines and other tender documentation, on a de-identified basis;
- d. provision to a person to the extent necessary in connection with an exercise of rights contained in these Tender Guidelines;
- e. provision to any Commonwealth Entity or Authority, when this serves the Commonwealth's legitimate interests, including to the Australian National Audit Office;
- f. provision to the officers, employees, agents, contractors, legal and other advisers and auditors (as applicable) of the entities set out in the preceding paragraphs; and
- g. making any other disclosure that is permitted by [Section 6.20](#) of these Tender Guidelines.

Warranty, indemnity and acknowledgement

By submitting a Bid, the Proponent warrants that it and each relevant Associate has the authority to grant the licence contemplated in this section and that the exercise by the Australian Government or AEMO, or any person authorised by it or them, consistent with, or as contemplated by, the Tender Guidelines, will not infringe the IP Rights, moral rights or any other rights of any person.

The Proponent (on its own behalf and on behalf of each of its Associates) must indemnify, and by submitting its Bid undertakes to indemnify, the Australian Government and AEMO against any Liability or Claim incurred or received by the Australian Government or AEMO arising from any breach of the warranty in this [Section 6.9](#).

Further, by submitting any Bid, the Proponent acknowledges and agrees, and undertakes to ensure that its Related Bodies Corporate (if any) and any Bid Entity agree, that the Australian Government or AEMO may, consistent with the requirements of applicable policy, publish (on the internet or otherwise):

- a. the name of the successful or recommended Proponent(s) and Bid Entity(s);
- b. the value and location of the Projects of the successful Proponents; and
- c. the provisions of the Project Documents generally.

Proponents must ensure that they have obtained the necessary permissions to grant the above authority and rights to the Australian Government and AEMO, including from any persons who may have moral rights in respect of any part of a Bid.

6.10 Others to be bound

The Proponent must ensure that each of its Associates to which or whom these Tender Guidelines apply, and which or who receive Disclosed Information or participate in the Tender Process, agrees to be bound by the Tender Guidelines and complies with these Tender Guidelines.

6.11 Continuing obligations

The obligations of a Proponent under (and of each Associate arising from) these Tender Guidelines survive the termination or expiration of the Tender Process and the Project.

6.12 Illegible content, alteration and erasures

Incomplete Bids may be rejected or evaluated solely on the information contained in the Bid. The Australian Government or AEMO may disregard any content in a Bid that is illegible or unclear and will be under no obligation whatsoever to seek clarification from the Proponent.

The Australian Government or AEMO may permit a Proponent to correct an unintentional error in their Bid if that error becomes known or apparent after the Bid Closing Date and Time, but in no event will any correction be permitted if AEMO or the Australian Government reasonably considers that the correction would materially alter the substance of the Proponent's Bid.

6.13 Requests for clarification and further information

If a person:

- a. finds any discrepancy or error in, or has any doubt as to the meaning or completeness of, these Tender Guidelines, the Disclosed Information or the Tender Process, they must notify AEMO in writing through the process described in [Section 6.38](#); or
- b. requires clarification on any aspect of these Tender Guidelines, the Disclosed Information or the Tender Process, they may, notify AEMO in writing through the process described in [Section 6.38](#).

If paragraph (a) applies, that notice must be provided as soon as reasonably practicable after that discrepancy, error or doubt as to meaning or completeness is discovered, and when possible, prior to the Bid Closing Date and Time.

AEMO or the Australian Government may make identified questions and clarifications available to all Proponents in accordance with [Section 6.38](#). AEMO or the Australian Government may also publish an Addendum to all Proponents at any time, including to clarify any discrepancy, error, doubt or query (as the case may be) that has been notified, and may extend any Closing Date and Time if AEMO or the Australian Government, in their absolute discretion, consider it appropriate in all the circumstances.

The Australian Government and AEMO reserve their right to not respond to any question or request, irrespective of when it is received.

No representation or explanation provided to Proponents or their Associates as to the meaning of these Tender Guidelines, or as to anything to be done or not to be done by the Proponent, in each case by the Australian Government or AEMO, will be taken to be included in these Tender Guidelines or Tender Process, unless it is contained in an Addendum.

Meetings with the Australian Government and/or AEMO

Notwithstanding the above, the Australian Government or AEMO may invite a Proponent, or any of its Associates, to attend meetings with the Australian Government or AEMO or an Authority during the Tender Process to discuss issues arising in relation to the preparation of a Bid, the Project or the Tender Process, including for the purpose of maximising the benefits of the Tender Process as measured against the Eligibility Criteria and Merit Criteria set out in these Tender Guidelines or to fully understand a Proponent's Bid including risk allocation. In its absolute discretion, the Australian Government or AEMO may invite some or all of the Proponents to give a presentation to the Australian Government and AEMO in relation to their Bids.

The Australian Government and AEMO are under no obligation to undertake discussions with, or to invite any presentations from, any or all Proponents.

If the Australian Government or AEMO requests a meeting (whether the meeting is with the Australian Government, AEMO or an Authority):

- a. the Australian Government or AEMO may prepare an agenda of items to be discussed;
- b. the meetings will be conducted consistent with all probity and other procedures and protocols advised by the Australian Government or AEMO from time to time;
- c. the Australian Government or AEMO may decline to discuss any, or all, issues raised by the Proponent or any of its Associates; and
- d. questions and responses at any meeting may be recorded in writing or by any other means by or on behalf of the Australian Government or AEMO, copies of which may only be provided to the Proponent at the Australian Government's or AEMO's absolute discretion.

Except to the extent that these Tender Guidelines specify to the contrary, information provided at any time by or on behalf of the Australian Government or AEMO to the Proponent and/or its Associates may also be provided by or on behalf of the Australian Government or AEMO to a Competing Proponent and will be provided by or on behalf of the Australian Government or AEMO to all Competing Proponents if that is necessary to ensure fairness.

Nothing that occurs, and no information that is provided, at a meeting may be relied on by the Proponent or its Associates unless subsequently confirmed in writing by the Australian Government or AEMO.

Clarification of a Bid

The Australian Government or AEMO may seek clarification and information from, and enter into discussions with, any or all of the Proponents in relation to any of their Bids, including any technical, financial, corporate or legal components of the Bids. The Australian Government and AEMO may use such clarification and information received in interpreting a Bid and in evaluating the cost and risk to the Australian Government of accepting the relevant Bid. Failure to supply a clarification or other information to the satisfaction of the Australian Government and AEMO may render a Bid at risk of rejection.

The Australian Government and AEMO are under no obligation to seek clarification of (or information regarding) anything in a Bid and each of the Australian Government and AEMO reserve the right to disregard any clarification and information that the Australian Government and AEMO considers to be unsolicited or otherwise impermissible, consistent with the rules set out in these Tender Guidelines.

Authority to Seek Further Information

By submitting a Bid, the Proponent:

- a. agrees to, consents to, and authorises the Australian Government and AEMO to, and undertakes to ensure that each of its Associates agrees to, consents to, and authorises the Australian Government and AEMO to:
 - i. undertake due diligence and investigations in respect of, seek further information about, and enquire into, the Proponent and any of its Associates and Arms' Length Associates, the proposed Project, any Bid submitted as part of the Tender Process including its or

their financial position and any claims made in a Bid regarding the Project or the capability and experience of the Proponent and its Associates and Arms' Length Associates, including seeking information from any Government Agency;

- ii. undertake investigations, seek further information about, and enquire into the status of, the network connection process, GPS Compliance and technical information with AEMO or relevant network service providers, which may include the Australian Government asking AEMO to assess the portfolio impact of Projects on the network through detailed power systems modelling;
- b. expressly consents, and undertakes to ensure that each of its Associates consents, to AEMO disclosing the information referred to in paragraph a.;
- c. acknowledges and agrees, and undertakes to ensure that its Related Bodies Corporate (if any) and any Bid Entity acknowledge and agree, that any additional information obtained in the processes referred to in paragraphs a. and b. may be taken into account in the evaluation of Bids (including as described in [Section 5.3](#)); and
- d. acknowledges and agrees that the Proponent and its Associates will have no Claim against the Australian Government and its Associates in defamation, or otherwise, with respect to any matter arising out of the provision or receipt of information by the Australian Government and/or AEMO to or from, any other Territory, State or Commonwealth government agency for the above purposes.

Prohibited Conduct

Proponents must not, and must ensure that their respective Associates do not:

- a. seek or obtain the assistance of the Australian Government or AEMO (or any person who has been an Associate of the Australian Government or AEMO within the 12 months prior to the Registration Date) in the preparation of a Bid (other than as permitted under these Tender Guidelines or approved in writing by the Australian Government); or
- b. lobby the Australian Government or AEMO or otherwise take actions to influence the outcome of this Tender Process (other than as permitted under these Tender Guidelines).

In addition to any other remedies available to it under Law or contract, the Australian Government or AEMO may, in its absolute discretion, disqualify a Proponent or any of its Associates, that it believes has improperly sought or obtained such assistance or engaged in such activity.

6.14 Conflict of Interests

Primary obligation in relation to conflict of interests and notification requirements

A Proponent must not, and must ensure that its Associates including Arms' Length Associates do not, place themselves in a position that may or does give rise to an actual, potential or perceived conflict of interests during the Tender Process. Without limitation, a conflict of interests will be considered to arise if the Proponent or any of its Associates, without the written approval of the Australian Government or AEMO, obtains advice, assistance or information from a person who is currently advising, or has previously advised:

- a. the Australian Government or AEMO in respect of the CIS or the Tender Process or any related matters (including any previous CIS Tender Processes); or

- b. a Competing Proponent in respect of the Tender Process, its Bid or any Project that is or is intended to be the subject of its Bid.

Subject to and in accordance with [Section 6.38](#), all notifications required to be made by Proponents or their Associates (as applicable) to the Australian Government and AEMO under this [Section 6.14](#) or otherwise, in relation to an actual, potential or perceived conflict of interests relating to the Tender Process or Project, must be made using, and consistent with, the conflict of interests form made available to registered Proponents on the Online Portal.

If, in respect of a Proponent, any of its Associates, or its Bid or Project, any:

- a. actual, potential or perceived conflict of interests in respect of the Tender Process, a Bid or a Project arises or is discovered; or
- b. fact, matter or thing which may have an adverse effect on the Tender Process, or which may affect the probity or perception of probity in respect of the Tender Process

the Proponent or Bid Entity, as relevant, must:

- c. promptly notify the Australian Government and AEMO of the actual, potential or perceived conflict of interests or adverse effect;
- d. provide sufficient detail to the Australian Government, AEMO and the Probity Advisor as to the nature and extent of the actual, potential or perceived conflict of interests or adverse effect, including any information reasonably requested by the Australian Government or AEMO in relation to that conflict of interests or adverse effect; and
- e. take any steps that the Australian Government or AEMO reasonably requires to address that actual, potential or perceived conflict of interests or adverse effect.

Conflict of interests between Competing Proponents

By participating in this Tender Process, the Proponent:

- a. confirms, in relation to its Bid and its Project, that, except as may be disclosed to and consented to by AEMO or the Australian Government in writing (either conditionally or unconditionally and at their absolute discretion), the Proponent and each of its Associates (as applicable) is not and will not become:
 - i. a member of, or otherwise be involved with, a Competing Proponent or any Bid Entity of a Competing Proponent; or
 - ii. an Associate of the Australian Government or involved with the Australian Government or AEMO,

in each case in respect of the Tender Process;

- b. undertakes to promptly notify AEMO if:
 - i. it receives confidential information related in any way to the CIS or this Tender Process of a Competing Proponent or any Bid Entity of a Competing Proponent (such notice to include the nature and extent of the confidential information); or
 - ii. it becomes involved with a Competing Proponent or any Bid Entity of a Competing Proponent or becomes an Associate of the Australian Government in respect of the Tender Process;
- c. warrants that no actual, potential or perceived conflict of interests has arisen or will arise in respect of the Proponent or its Associates in respect of the Tender Process; and

- d. acknowledges and agrees that the Australian Government or AEMO has the right to exclude the Proponent and/or any of its Associates from the Tender Process if any of them do not comply with this section.

Conflicts of interest regarding Associates

The Proponent acknowledges and agrees, and must ensure that each of its Associates acknowledges and agrees, that the Proponent and its Associates must not be an Associate of:

- a. a Competing Proponent;
- b. a Bid Entity of a Competing Proponent; or
- c. the Australian Government or AEMO,

unless:

- a. the Proponent has first notified the Australian Government and AEMO of that fact;
- b. the Proponent has received written consent from the Australian Government or AEMO (either conditionally or unconditionally and at their absolute discretion) to the relevant person being an Associate for both the Proponent or a Bid Entity for the Competing Proponent, or the Australian Government or AEMO (as applicable);
- c. the Proponent has provided written confirmation to the Australian Government and AEMO that all necessary protocols are in place in relation to information and personnel separation and ringfencing (for example, information barriers) that would reasonably be expected for persons participating in a competitive tender process of this nature (**Conflict Protocols**); and
- d. the Australian Government or AEMO has confirmed that such Conflict Protocols are acceptable and have been implemented by the relevant parties to the satisfaction of the Australian Government and AEMO.

If at any time the Australian Government or AEMO rejects the Conflict Protocols, or the affected Proponent or its Associate fails to observe such agreed arrangements, then the Australian Government and AEMO reserve the right (without limitation to any other discretion or action) to terminate the further participation in the Tender Process of the Proponent or Associate or any of them.

The Australian Government and AEMO reserve the right to request a probity audit at the conclusion of the Tender Process or at the Australian Government or AEMO's discretion during the Tender Process.

Conflict of interests between the Australian Government and a Proponent

In addition to the primary obligation on Proponents and Associates set out above in this [Section 6.14](#), a Proponent (in relation to its Bid or Project) must promptly notify the Australian Government and AEMO if it is aware of any relationship the Proponent or any of its Associates may have with:

- a. any person involved in or connected with another Bid or its Project;
- b. any person involved in the administration of the Tender Process; or
- c. any experts, consultants or advisers, appointed by the Australian Government or its Associates for the purposes of the Tender Process.

The Australian Government may, in its absolute discretion, decide not to evaluate (or not to continue to evaluate) a Bid of a Proponent if the Australian Government believes that the Bid was prepared (in whole or in part), or was otherwise assisted, by a person if that person:

- a. is or was an Associate of, or was otherwise engaged by, the Australian Government at any time after the date 12 months prior to the Registration Date; or
- b. is or was involved in the management of the Tender Process, or the preparation of any of the Tender Documentation or Project Documents, at any time.

Before the Bid Closing Date and Time, a Proponent may request permission from the Australian Government or AEMO to have a person described above contribute to or participate in the Tender Process on its behalf or the preparation of its Bid. If a Proponent makes such a request, the Australian Government may, in its absolute discretion, at any time:

- a. grant permission, whether with or without such conditions as the Australian Government or AEMO thinks fit; or
- b. refuse permission.

Request for list of Associates and Arms' Length Associates

In addition to the primary obligation on Proponents above in this [Section 6.14](#), the Australian Government or AEMO may, at any time during a Proponent's participation in the Tender Process, request a list of any or all of a Proponent's current Associates and Arms' Length Associates, and the Proponent must provide the list or lists requested within two (2) Business Days after receipt of any such request from the Australian Government or AEMO.

Industry Members of AEMO

Notwithstanding anything to the contrary in these Tender Guidelines, the fact that a Proponent or any of its Associates is an industry member of AEMO will be ignored for the purpose of determining whether an actual, potential or perceived conflict exists between the interests of the Australian Government or AEMO and the interests of a Proponent or its Associates during the Tender Process.

6.15 No anti-competitive conduct

Proponents must not, and must ensure that their respective Associates do not, engage in any collusion, anti-competitive conduct or any other similar conduct with any other person in relation to:

- a. any aspect of the Project;
- b. the preparation or submission of a Bid or the Bid of a Competing Proponent;
- c. the evaluation and clarification of a Bid or the Bid of a Competing Proponent; or
- d. the conduct of negotiations between the Australian Government, AEMO and the Proponent or a Competing Proponent,

in each case in respect of the Tender Process.

For the purposes of this [Section 6.15](#), collusion, anti-competitive conduct or any other similar conduct may include having access (or seeking access) to, or disclosure, exchange or clarification of, information related to this Tender Process from, to or with the Australian Government or AEMO, any Competing Proponent or Bid Entity or any other person or organisation.

Without limiting the foregoing, the Proponent acknowledges and agrees, and must ensure that each of its Associates acknowledges and agrees, that it or they must not attempt to obtain any advantage for itself or themselves, or for any other person or entity, by:

- a. seeking information in relation to the Tender Process other than through the means set out in the Tender Guidelines; or
- b. attempting to influence the Australian Government or AEMO in relation to the Tender Process through any means apart from communications consistent with the Tender Guidelines.

In addition to any other remedies available to it under Law or contract, the Australian Government or AEMO may, in their absolute discretion, disqualify a Proponent or any of its Associates, or both, if the Proponent or an Associate has engaged in any collusion, anti-competitive conduct or any other similar conduct in respect of the Tender Process.

6.16 Submitting a Bid

Except to the extent otherwise permitted by the Australian Government, AEMO or these Tender Guidelines, a Bid must meet the requirements for submission set out in these Tender Guidelines.

The Australian Government and AEMO will assess the Proponent's Bid in reliance on (among other things) the declarations and information given in the Bid Form, and any related documents or information provided by or on behalf of the Proponent or Bid Entity (if different), and may suffer loss if any of the declarations, documents, information, representations, warranties, undertakings, consents or other statements provided by or on behalf of the Proponent or Bid Entity (if different), are false or misleading.

The Proponent and Bid Entity (if different) acknowledge and agree that giving false or misleading information to the Commonwealth:

- a. is a serious offence under section 137.1 of the Schedule to the *Commonwealth Criminal Code Act 1995* (Cth);
- b. may lead to exclusion of the Proponent from this Tender 5 Process and subsequent CIS tender processes; and
- c. may lead to termination for default of any CISA that may be entered into with a Successful Proponent and the payment of damages.

6.17 Change to Proponent structure

The Proponent must notify AEMO promptly in writing of any change during the Validity Period in:

- a. the structure or ownership of a Proponent, including any Bid Entity (excluding changes in ownership of a publicly listed entity);
- b. the appointment, termination or replacement of a Proponent or Bid Entity (and such notice must include details of the nature of the appointment, termination or replacement as applicable); or
- c. the scope or terms of the appointment of a Proponent or Bid Entity.

All notifications required to be made by Proponents to AEMO under this [Section 6.17](#), including in relation to a change in any of the matters referred to in the previous paragraph, must be made using,

and be consistent with, the “CIS T6 Notification or Clarification to ASL” form available to registered Proponents on the Online Portal.

Upon receipt of any notice pursuant to this [Section 6.17](#), the Australian Government and AEMO reserve the right (without limitation to any other discretion or action) to:

- a. require the relevant party(s) to enter into a document acknowledging that it or they are bound by and undertake to comply with these Tender Guidelines or to take any further action required by the Australian Government or AEMO;
- b. assess the relevant change in circumstances and elect to terminate the Proponent’s or Bid Entity’s further participation in the Tender Process; and/or
- c. invite the Proponent to amend its Bid accordingly.

Without limiting the above, following submission of the Bid, changes to any of the matters referred to in the first paragraph of this [Section 6.17](#) must not be made without notifying the Australian Government or AEMO and obtaining their prior written consent to continue to participate in the Tender Process.

6.18 Disclosure regarding consultants and advisers

The Australian Government and AEMO have received (and will continue to receive) advice and/or assistance in relation to these Tender Guidelines, the Tender Process and the Project:

- a. in the case of AEMO, from its consultants and advisers and such other consultants and advisers as may be advised from time to time by AEMO on its website or by direct communication to Proponents; and
- b. in the case of the Australian Government, from AEMO and from the Australian Government’s and AEMO’s consultants and advisers and such other consultants and advisers as may be advised from time to time by the Australian Government on its website or by direct communication to Proponents.

These parties are likely to be involved in assisting the Australian Government to assess Bids.

The Proponent acknowledges and agrees, and must ensure that each of its Associates acknowledges and agrees, that it has been made aware of the matters outlined in this [Section 6.18](#).

6.19 Proponents to perform own due diligence

Proponents must carry out all relevant investigations, make their own reviews and evaluations, and examine and acquaint themselves in respect of the following matters (as relevant to each of them):

- a. all aspects of the Project and the requirements of the Tender Process and these Tender Guidelines;
- b. the contents, completeness, accuracy, adequacy and currency of the Disclosed Information; and
- c. all information which is relevant to the risks, contingencies, costs, procedures and other circumstances related to the Project which could affect their decision to submit a Bid or the nature or terms of a Bid, without reliance on the Australian Government or AEMO.

The Proponent and the Bid Entity (if different) acknowledge and agree that, except where expressly stated otherwise in these Tender Guidelines or in the Disclosed Information, the Australian

Government and AEMO have not verified the information contained in these Tender Guidelines and the Disclosed Information, and that such information should not be regarded as a substitute for the exercise of its own judgement by the Proponent and the Bid Entity.

The Proponent and the Bid Entity (if different) may not in any way rely upon a failure by the Australian Government or AEMO to provide any information. By participating in the Tender Process, including by submitting any Bid, the Proponent, and the Bid Entity (if different), acknowledge and agree that they have not in any way relied upon information provided by the Australian Government or AEMO or upon a failure by the Australian Government or AEMO to provide information.

By submitting a Bid, a Proponent, and a Bid Entity (if different), is taken to have:

- a. read and understood the requirements of the Tender Guidelines;
- b. made all reasonable enquiries, investigations and assessments of available information relevant to the risks, contingencies, costs, procedures and other circumstances relating to the Tender Process and Project; and
- c. satisfied itself as to the correctness and sufficiency of its Bid.

These Tender Guidelines do not constitute legal or business advice and should not be relied on as a substitute for obtaining detailed advice about the opportunity, the Tender Process, the WEM, the ESM Rules, and any other applicable Laws, procedures or policies.

6.20 Bids Commercial-in-confidence

AEMO and/or the Australian Government will retain all Bids and may, at any time, copy and distribute Bids for the purposes of designing, facilitating and conducting the Tender Process, including negotiation and evaluation of Bids, and to support their due diligence and strategic risk assessment. Bids will be treated as confidential, and information contained in them will not be disclosed outside the Australian Government and AEMO unless that disclosure is:

- a. required or permitted by Law, or in the course of legal proceedings;
- b. of information that is publicly available, or becomes publicly available other than through a breach of this provision;
- c. of deidentified information disclosed in the public interest for the purposes of informing the market of tender outcomes including (but not limited to):
 - i. the number of Bids received and the average number of Bids per Proponent;
 - ii. scoring results across each Merit Criterion or price from Bids, including as they may delineate successful and unsuccessful Bids; or
 - iii. graphical or numerical information on any aspect of a Bid or the Bid evaluation;
- d. requested by any Authority having jurisdiction over the Australian Government, AEMO or its or their activities;
- e. requested by any relevant Commonwealth Ministers or their advisers, any relevant parliament, parliamentary committee, ombudsman or anti-corruption commission (or similar body in any jurisdiction);
- f. required by AEMO or the Australian Government when, in order to conduct due diligence, they contact a relevant Australian Government, State or Territory Government or other relevant parties about a Bid, Project or Proponent;

- g. consistent with the ordinary transparency or reporting processes of the Commonwealth;
- h. in accordance with the terms of a CISA which is entered into between the Australian Government and a Successful Proponent; or
- i. provided to the Australian Government and/or other Government agencies and entities, insurers or subject matter experts, for any purpose described in this [Section 6.20](#) and [Section 6.21](#).

6.21 No amendment

A Proponent may not amend its Bid after it has been submitted, unless invited or permitted to do so by the Australian Government or AEMO, in their absolute discretion (including as permitted by [Section 6.32](#) below).

6.22 Withdrawal of Bid

A Proponent that wishes to withdraw a Bid must promptly notify the Australian Government or AEMO of that fact and the reasons for the Proponent's withdrawal or revocation. Upon receipt of such notification the Australian Government and AEMO will cease to consider that Bid and that Bid will be automatically withdrawn.

6.23 Bid Entities

Proponents are required to nominate a Bid Entity in accordance with the [Eligibility Criteria](#). Subject to the Eligibility Criteria, the Bid Entity must be an Australian special purpose vehicle incorporated for the purpose of the CIS to enter into the Project Documents, to enable the revenues and costs of the relevant Project to be separately assessed and monitored under Project Documents. This section outlines the requirements for a Proponent depending on its structure.

If the Bid Entity is known and available to register to participate in Tender Process

If the Bid Entity is available for registration at the commencement of the Tender Process, then that Bid Entity must be the Proponent for the purposes of these Tender Guidelines and the Bid.

If the Bid Entity is not available to register to participate in Tender Process

If a Bid Entity is not available for registration at the commencement of the Tender Process (e.g., a SPV is intended to be incorporated later in the Tender Process), then the legal entity which registers a Project on the Online Portal will (unless otherwise agreed with the Australian Government) be the Proponent for the purposes of the Tender Process.

6.24 No reimbursement of costs

A Proponent's, and each of its Associates', participation or involvement in any part or the whole of the Tender Process is at the sole cost and risk of the Proponent and its Associates, as applicable.

Neither the Australian Government nor AEMO will be responsible for, and no Proponent or its Associates is entitled to be reimbursed for or to make a Claim in respect of, any Liability incurred arising from or in connection with or related to considering the opportunity, the preparation or submission of a Bid, or participation or involvement in the Tender Process, including any Liability incurred in attending meetings with the Australian Government or AEMO, or providing any further

clarification requested by the Australian Government or AEMO, or for any work undertaken in relation to any Project or Bid.

6.25 No publicity

Except to the extent required by Law, or the binding requirement of a recognised stock exchange, the Proponent must not, and must ensure that each of its Associates does not, make any public or media announcement or participate in or be party to any media reports in respect of these Tender Guidelines, the Tender Process, the Project or a Bid, including their involvement in the Tender Process, or the outcome of this Tender Process, without the Australian Government's or AEMO's prior written consent, such consent to be provided in the absolute discretion of the Australian Government.

6.26 Discretions

The Australian Government or AEMO may give, modify, withhold, withdraw, make or exercise any action, approval, consent, decision or discretion or other function under the Tender Guidelines at the Australian Government's or AEMO's absolute discretion, whether subject to conditions and at any time. In exercising these discretions, the Australian Government or AEMO will give regard to probity considerations.

The Proponent acknowledges and agrees, and must ensure that each of its Associates acknowledges and agrees, to the Australian Government's and AEMO's right, at the Australian Government's and AEMO's absolute discretion, to:

- a. reject, refuse or cease to consider, or accept, any Bid that does not comply with the requirements of these Tender Guidelines or which is otherwise incomplete;
- b. suspend or terminate the Tender Process;
- c. not further consider any Proponent or Bid that fails to satisfy the Eligibility Criteria or the Merit Criteria;
- d. reject or accept any Bid notwithstanding whether such Bid is lower priced, higher-ranked, or otherwise;
- e. make a recommendation (or not make a recommendation) in respect of any Bid during the Tender Process, including making a recommendation (or not making a recommendation) to designate as a Successful Proponent a Proponent which had (or did not have) the highest ranked Bid against the Merit Criteria;
- f. make or not make any decision to designate as a Successful Proponent any Bid or Project, including those which are recommended to the Australian Government by AEMO;
- g. accept or reject the whole or part of any Bid to the extent, in the case of part-acceptance, that part of the Bid is capable of such partial acceptance;
- h. suspend or terminate a Proponent's or Bid Entity's participation in the Tender Process if the Australian Government or AEMO forms the view that the Proponent or Bid Entity (or one or more of their Associates) has breached or not complied with the Tender Guidelines. For the avoidance of doubt, neither the Australian Government nor AEMO is obliged to exclude a Proponent or Bid Entity, or any other person from continued participation in the Tender Process in the event that a Proponent, Bid Entity or any other person fails in whole or part to comply with the Tender Guidelines;

- i. require, request, receive or accept (whether requested or not) additional information, material, clarification or explanation from any Proponent or Bid Entity at any time, and the Australian Government or AEMO may, at its sole and absolute discretion, take such information, material, clarification or explanation into consideration in their evaluation of a Bid;
- j. if additional information is required by the Australian Government or AEMO pursuant to sub-paragraph (a), and it is not provided within the timeframe nominated by the Australian Government or AEMO (if any), continue to evaluate the Bid on the basis of the information provided or otherwise available;
- k. waive any or all (in whole or in part) of the obligations of the Proponent or its Associates (or a Competing Proponent or its Associates) under the requirements of these Tender Guidelines;
- l. consider and accept a Bid regardless of whether any Proponent or its Associates has breached or not complied with the Tender Guidelines and despite the existence of departures from the Tender Guidelines, the technical specifications, or the Project Documents, for the Project;
- m. vary or supplement any part of these Tender Guidelines;
- n. without limiting sub-paragraph (m), cancel, supplement, vary or amend the terms of any information, requirements, procedures, selection criteria and protocols relevant to the Tender Process having regard to probity requirements and advice;
- o. change the timing, order or application of any phase or process in the Tender Process or supplement, remove, add to or vary any part of the Tender Process;
- p. accept or reject a Bid that is submitted at any time after the Bid Closing Date and Time, or that is submitted otherwise than in accordance with these Tender Guidelines;
- q. accept or reject any clarification question or request for a meeting that is lodged by a person in respect of the Tender Process after the time and date specified, or other than in the manner specified, in these Tender Guidelines as the Q&A Closing Date and Time or the manner specified for such questions or requests;
- r. extend any time or date specified in these Tender Guidelines;
- s. call for new Bids;
- t. negotiate with the Proponent or its Bid Entity (if different) or any Competing Proponent on any matter the Australian Government or AEMO may determine, including allowing the Proponent or a Competing Proponent to clarify, alter, amend, add to or change its Bid after the Bid Closing Date and Time without offering the same opportunity to one or more other Proponents;
- u. in evaluating any Bid, preparing the Ranked List, or selecting a Successful Proponent, have regard to:
 - i. past performance and corporate history of any Proponent or its Associates;
 - ii. information concerning any Proponent or its Associates that is in the public domain, or that is obtained by the Australian Government or AEMO through its or their own investigations;

- iii. information provided by any Proponent or Bid Entity in response to a particular Eligibility Criterion or Merit Criterion for the purpose of evaluating other criteria;
- iv. any other matters arising from investigations (including probity investigation) by or for the Australian Government or AEMO, interviews with Proponents or any Bid Entity, or responses to clarification questions given by Proponents and without notifying the Proponent, any Bid Entity or any Associate (if applicable) of that information; and
- v. the national electricity objective;
- v. appoint or decline to appoint any number of Successful Proponents or change Successful Proponents at any time;
- w. require the Proponent or any Competing Proponents to make a 'best and final offer';
- x. withdraw, cancel or modify (substantially or otherwise) the CIS or any part of the CIS;
- y. change the Tender Process or any part of the CIS in any way it sees fit (including adding an additional Stage or round of clarifications) and commence a new Tender Process in relation to the CIS on a similar or different basis to that outlined in these Tender Guidelines, having regard to probity matters, if any;
- z. not attribute any reasons for any actions or decisions taken, including in respect of the exercise of any or all of the abovementioned rights and discretions; and
- aa. otherwise take any such other action as it considers appropriate in relation to the Tender Process or the conduct of the CIS.

6.27 Bids binding

The Proponent acknowledges and agrees that:

- a. subject to [Section 6.22](#) and [Section 6.28](#), the Bid:
 - i. will constitute, and must not contain any conditions which prevent it constituting, an offer from the time the Bid is submitted up to and including the last date of the Validity Period; and
 - ii. will remain open for acceptance for the duration of the Validity Period, notwithstanding that a Proponent is not appointed as a Successful Proponent;
- b. subject to [Section 6.22](#) and [Section 6.28](#), the Bid Entity is (or will be) prepared to enter into the final Project Documents to which it is proposed to be a party in the form of the documentation included in the Proponent's Bid for the duration of the Validity Period; and
- c. it has had full access to and fully considered, and has satisfied itself of, all relevant legal, technical, accounting, commercial, financial and insurance advice and matters relevant to its decision to offer to enter into such documentation.

6.28 Requisite approval

A Proponent may submit a Bid that is conditional on receiving approval that the matters set out in [Section 6.27a](#) and [Section 6.27b](#) are accurate for its Bid (**Conditional Bid**), subject to the terms of this [Section 6.28](#). If a Proponent submits a Conditional Bid, then, unless:

- a. the Proponent notifies the Australian Government and AEMO via the Online Portal in accordance with [Section 6.38](#) that its Conditional Bid has become unconditional, and accordingly that [Section 6.27](#) applies in full to the Bid;
- b. the notification is received by the Australian Government and AEMO prior to 5:00 pm AWST on the day that is fifteen (15) Business Days after the Bid Closing Date and Time; and
- c. the notification does not seek to make any changes, alterations or amendments to the Conditional Bid, other than to confirm the Bid has become unconditional in accordance with this [Section 6.28](#),

the Proponent's Bid will be automatically withdrawn from the Tender Process and AEMO and the Australian Government will cease considering the Bid. Proponents will be notified to this effect via the Online Portal.

6.29 The Australian Government's and AEMO's right to impose additional requirements

Without limiting [Section 6.26](#), the Proponent acknowledges and agrees, and must ensure that each of its Associates acknowledges and agrees, that the Australian Government or AEMO may impose additional obligations, including by:

- a. issuing Addenda to these Tender Guidelines;
- b. requiring the execution of confidentiality, conflict of interests, warranty and other and process arrangements; or
- c. issuing further procedures and timetables to the Proponent or any Competing Proponent and requiring the Proponent or any Competing Proponent to comply with the further procedures and timetables provided.

6.30 Requirement to provide further information

These Tender Guidelines set out some but not all of the matters which, at the date of these Tender Guidelines, the Australian Government and AEMO consider as or anticipate as being relevant in assisting the Australian Government and AEMO in their selection of any Successful Proponent(s).

Depending on the market response to the Tender Process and information in Bids, additional matters may become relevant and require investigation by the Australian Government or AEMO. If necessary, the Australian Government or AEMO may seek further information from Proponents and the Proponent must provide that further information requested within five (5) Business Days after being requested to do so by the Australian Government or AEMO, or such longer period as is identified by the Australian Government or AEMO in the notice seeking that information.

6.31 Recommended Bids and Successful Proponents

Prior to the submission of Recommended Bids to the Australian Government, AEMO may finalise the necessary details of the Project Documents based on the Recommended Bids in preparation for the final contract award stage. To facilitate this, AEMO may require additional information and participation in meetings relating to the Tender Process from one or more Proponents or their Associates. This stage of the process may include finalising documentation with either the Australian Government or AEMO. When applicable, the Proponent and its Associates must use reasonable

endeavours to finalise, and provide all reasonable assistance to enable the finalisation of, the Project Documents.

The selection of a Recommended Bid or engagement by the Australian Government or AEMO in the finalisation of Project Documents as described above does not constitute an acceptance of the Bid submitted by the Successful Proponent, does not of itself give rise to an express or implied contract, and is without prejudice to the Australian Government's right to finalise (or not finalise) the Project Documents with the Proponent or to enter into (or to not enter into) the Project Documents with any other Proponent or any other person. No legal relationship will arise between the Successful Proponent and the Australian Government (regarding the Australian Government providing financial support to the Successful Proponent for the relevant Project) unless and until such time binding Project Documents are executed by the authorised representatives of the parties.

The Australian Government is not bound to enter into Project Documents with any Successful Proponent, including in instances in which a market or regulatory change occurs to the WEM, the ESM Rules or other relevant Laws.

This paragraph is without prejudice to the obligations of a Proponent and Bid Entity pursuant to [Section 6.1](#) of these Tender Guidelines and the Warranties Form.

6.32 Material changes in circumstances

The Proponent must promptly notify, in writing:

- a. AEMO, if it becomes aware prior to the announcement of Successful Proponents and Projects; or
- b. the Australian Government, if it becomes aware after the announcement of Successful Proponents and Projects,

of any of the following occurring during the Validity Period:

- c. any event that may affect or have an adverse impact on the capability, financial position or capacity of the Proponent or its Associates or the ability of the Proponent or its Associates to continue to participate in the Tender Process or comply with these Tender Guidelines;
- d. any circumstances that may affect the completeness, accuracy, adequacy or currency of any of the information provided in, or in connection with, the Bid or the Proponent's (or any of its Associates') participation in the Tender Process;
- e. a direct or indirect change in control (as that term is defined in section 9 of the *Corporations Act 2001* (Cth)) of the Proponent or any Bid Entity (other than in respect of a publicly listed entity); or
- f. any change in the ownership or nature of the Bid Entity or its relationship to the Proponent.

Upon receipt of any notice pursuant to this [Section 6.32](#), AEMO (prior to the announcement of Successful Proponents and Projects) the Australian Government (at any time), may assess the information provided in that notice and then (without limitation to any other discretion or action) may:

- a. terminate the further participation of that Proponent or Associate in the Tender Process; or
- b. invite the Proponent to amend its Bid accordingly.

The Australian Government and AEMO may, in their absolute discretion, provide reasons as to why they have taken any of the above actions, but are not obligated to provide such reasons.

Under this [Section 6.32](#), Proponents will be required to notify AEMO promptly in writing of any material changes to their Project's development plan and schedule, impacting COD and other Project milestones provided in the Project Documents, Bid Form and Returnable Schedules as part of this Tender Process. This includes, but is not limited to, material changes to provided schedules for securing any remaining network connection, planning, and environmental approvals.

6.33 No obligation to enter into contracts

The Australian Government, which is the responsible entity for entering into any Project Document, is under no obligation to enter into pre-contractual negotiations or any Project Documents with any Proponent or any other person. Irrespective of whether the Australian Government selects a Successful Proponent, or AEMO makes a recommendation in respect of a Proponent, if the Australian Government decides not to enter into a contract in relation to a Project, the Australian Government may proceed to enter into contracts with Competing Proponents or pursuant to any alternative tender or other process. For the avoidance of any doubt, if the Australian Government decides not to appoint or enter into a contract with one or more Successful Proponents, the Australian Government will be free to proceed via any alternative process.

A Proponent (including a Successful Proponent) may not rely on any purported acceptance by the Australian Government of any offer or any representation in respect of entering into Project Documents with the Proponent or any other person unless and until the Australian Government has formally entered into the Project Documents.

6.34 Debriefing and disclosure

The Australian Government or AEMO will provide general debriefing information to unsuccessful Proponents. Any such debriefing will generally be on a collective basis and will discuss general strengths and weaknesses of Bids and will not reveal any information that could compromise the Tender Process or any future tender process (including any participants therein).

Neither the Australian Government nor AEMO is under any obligation to disclose to any Proponent or any of its Associates, any discussions or negotiations the Australian Government or AEMO has had with any Competing Proponents, its or their Related Bodies Corporate, or the officers, employees or contractors of any of those entities, or any amendments, additions or other changes the Australian Government or AEMO have allowed any Competing Proponent to make to its Bid, and is not obliged to enter into similar discussions or negotiations with the Proponent or its Associates or to allow or require amendments, additions or changes to be made to its Bid.

6.35 Complaints

- a. Any complaints arising out of or in connection with these Tender Guidelines or the Tender Process must be lodged promptly through the Online Portal upon the cause of the complaint arising or becoming known. The complaint must set out:
 - i. the basis for the complaint (specifying the issues involved);
 - ii. how the subject matter of the complaint affects (and the effect of the specific issues on) the person or organisation making the complaint;

- iii. any relevant background information; and
 - iv. the proposed resolution of the complaint.
- b. The Australian Government or AEMO will seek to address the complaint as soon as possible and may, in their absolute discretion, apply the following procedures to address any complaint:
- i. the complaint may be reviewed by an officer or person nominated by the Australian Government or AEMO, with a view to finding a solution to appropriately resolve the complaint;
 - ii. the complaint may be referred to the Probity Advisor; and
 - iii. the Australian Government or AEMO may contact the person lodging the complaint with a view to resolving the complaint in the accordance with the solution it proposes.

6.36 Right to issue Addenda

The Proponent agrees, and must ensure that each of its Associates agrees, that:

- a. at any time during the Tender Process, the Australian Government or AEMO may, in its absolute discretion, amend these Tender Guidelines, the Tender Process, any Project Documents and any document associated with the Tender Process, by issuing an Addendum;
- b. neither the Australian Government nor AEMO will have any Liability to the Proponent or any of its Associates as a consequence of the exercise of, or failure to exercise, its right to issue any such Addendum;
- c. when an Addendum is issued, the Australian Government and AEMO will provide what they determine to be adequate time for Proponents to modify or re-lodge their Bids if required; and
- d. the Proponent should ensure that it prepares its Bid to consider and reflect the content of any such Addendum.

6.37 Severability

If any provision of the Tender Guidelines is held to be invalid, unenforceable or illegal for any reason, the Tender Guidelines will remain otherwise in full force and effect apart from such provision which will be deemed deleted only to the extent required to remedy such invalidity, unenforceability or illegality. In such a case, the Australian Government or AEMO may, at its absolute discretion, amend these Tender Guidelines in accordance with [Section 6.36](#).

6.38 Communications

Communications from the Proponent (including any Associate) to the Australian Government and AEMO regarding the Tender Process will be managed (as applicable) through the Online Portal and subject to these Tender Guidelines and probity requirements. Communications or notifications to the Australian Government and AEMO regarding the Tender Process must be made (as applicable) through the Q&A Process, the conflict of interest form made available to registered Proponents on the Online Portal, or other means as notified by the Australian Government or AEMO from time to time during a Tender Process. Each means of communication will be made available to registered Proponents only through the Online Portal (unless otherwise notified by the Australian Government or AEMO during a Tender Process).

The Proponent acknowledges and agrees that it will not, and that it will ensure that each of its Associates does not, contact the Australian Government or AEMO to make enquiries of, discuss or make any disclosures in respect of any aspect of the Project or the Tender Process, otherwise than in accordance with these Tender Guidelines.

6.39 Governing Law

These Tender Guidelines and the Tender Process are governed by the Laws applying in the Australian Capital Territory, Australia. By participating in the Tender Process, the Proponent, and its Associates, will be taken to have accepted the application of those Laws and to have submitted to the jurisdiction of the courts of the Australian Capital Territory. The Proponent and its Associates must comply with all relevant Laws and Approvals in preparing and submitting the Proponent's Bid and in taking part in the Tender Process.

7 Australian Government Policies and Other Requirements

Proponents are required to comply with all relevant Australian Government policies and related requirements, including those that are set out in this [Section 7](#) and in the Proforma CISA. Please note that some of the Australian Government policies and requirements identified below have been modified to suit the subject matter of the Tender Process. The representations, warranties, acknowledgements and information referred to below and in the Proforma CISA must be provided by Proponents and their Associates as and when they are requested to do so as part of the Tender Process.

7.1 Shadow Economy Policy

- a. Proponents are referred to the Shadow Economy Procurement Connected Policy issued by the Australian Government and to the obligations set out in section 1 of Schedule 6 of the Proforma CISA.
- b. Any Successful Proponent will be required to:
 - i. provide or hold all Valid and Satisfactory Statements of Tax Record for the Bid Entity and any other person identified in the Shadow Economy Procurement Connected Policy; and
 - ii. give the warranties,

that are required by section 1 of Schedule 6 of the Proforma CISA.

7.2 Workplace Gender Equality

- a. Proponents are referred to the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**), administered by the Workplace Gender Equality Agency (**WGEA**), and to the obligations set out in section 2 of Schedule 6 of the Proforma CISA.
- b. The Proponent, any Bid Entity, and their respective Related Bodies Corporate, must:
 - i. not be named as an organisation that is not compliant with the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**);
 - ii. understand and meet their respective obligations, if any, under the WGE Act; and
 - iii. provide to the Australian Government, if the Proponent is a Successful Proponent, a current letter of compliance with the WGE Act issued by the WGEA in respect of each such Relevant Employer prior to entry into the CISA.

7.3 Modern Slavery

- a. Proponents are referred to the *Modern Slavery Act 2018* (Cth) (**MS Act**) and to the obligations set out in section 3 of Schedule 6 of the Proforma CISA.
- b. If any of the Proponent, any Bid Entity, or their respective Related Bodies Corporate, is a 'Reporting Entity' under the MS Act, they must have complied with their obligations under that Act, including (if applicable) registering a modern slavery statement with the Attorney General's Department.

7.4 Employee Entitlements

- a. Proponents are referred to the obligations set out in section 5.1(c) of Schedule 6 of the Proforma CISA relating to employee entitlements.
- b. The Proponent, any Bid Entity, and their respective Related Bodies Corporate, must not have had a judicial decision relating to employee entitlements made against it (including overseas jurisdictions but not including decisions under appeal or instances in which the period for appeal or payment/settlement has not expired), in respect of which it has failed to pay any amounts required to be paid following that judicial decision.

7.5 Significant Event

- a. Proponents are referred to the obligations set out in section 5 of Schedule 6 of the Proforma CISA under which they will be required to notify of Significant Events.
- b. Proponents will be required as part of the Tender Process to represent and warrant whether or not there has been any Significant Event in respect of the Proponent, the Bid Entity or any Associate of the Proponent and, if so, to provide details.

7.6 Prohibited Dealings

- a. Proponents are referred to the obligations set out in section 10 of Schedule 6 of the Proforma CISA.
- b. Proponents must not be, and will be required as part of the Tender Process to warrant that they and any Associate are not, a Prohibited Entity. If the Proponent or any Associate is a Prohibited Entity, they will not be permitted to participate in the Tender Process.

7.7 Anti-Corruption

The Proponent and its Associates must not, within the previous 10 years, have been subject to an inquiry by the National Anti-Corruption Commission, or an equivalent body in a jurisdiction in Australia, in which an adverse finding has been made in respect of any of them (including a finding that any of them has engaged in corrupt conduct).

7.8 Australian Sanctions Office

The Proponent, and any Bid Entity, and their respective Related Bodies Corporate, must not be named as an organisation on the Consolidated List maintained by the Australian Sanctions Office within the Department of Foreign Affairs and Trade.

7.9 Labour Standards Reporting

Successful Proponents must provide a Labour Standards Report, with reasonable supporting detail, to the Commonwealth:

- a. quarterly, for each quarter ending before COD; and
- b. annually, for each year ending after COD.

The contents of the Labour Standards Report are as described in the Proforma CISA.

8 Glossary

In these Tender Guidelines, the following capitalised terms have the meanings set out below.

| Term | Definition |
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| Addendum | Any document issued by or on behalf of AEMO or the Australian Government after the date of these Tender Guidelines and labelled as an “Addendum” to these Tender Guidelines; collectively known as “Addenda”. |
| AEDT | Australian Eastern Daylight Time. |
| AEMO | Either or both of AEMO Limited and ASL. |
| AEMO Limited | Australian Energy Market Operator Limited (ABN 94 072 010 327). |
| AusEnergy Services Limited or ASL | AusEnergy Services Limited (ABN 59 651 198 364). |
| AWST | Australian Western Standard Time. |
| Annual Ceiling | Has the meaning given to that term in the Proforma CISA. |
| Annual Floor | Has the meaning given to that term in the Proforma CISA. |
| Annual Payment Cap | Has the meaning given to that term in the Proforma CISA. |
| Approval | Any approvals, authorisations, permits, consents, licences, registrations, determinations, certificates, permissions, exemptions and the like from any Authority or under any Law required to be issued, obtained or satisfied in connection with the performance by the Successful Proponent of its obligations under these Tender Guidelines and/or the Project Documents. |
| Arms’ Length Associates | <p>In respect of the Proponent:</p> <ul style="list-style-type: none"> a. the Proponent’s and any Bid Entity’s agents, external contractors, consultants, nominees, licensees or advisers who are involved in assisting or advising them in relation to the Tender Process or the CIS; b. any Debt or Equity Provider that is offering to provide funding in relation to the Project; and c. the Close Associates of the Proponent or the Bid Entity, <p>but excludes the Australian Government, AEMO and their Close Associates, to the extent that they could be considered to be encompassed by this definition.</p> |
| Assessed Hybrid Bid | <p>A Bid in respect of a Hybrid Project for which the Proponent seeks that both the Project (i.e. the generation component) and the Associated Project (i.e. the dispatchable component) is assessed against the Merit Criteria.</p> <p>The Proponent, if awarded a CISA in respect of an Assessed Hybrid Bid, will be contractually required to deliver both the Project and the Associated Project.</p> <p>Proponents of Assessed Hybrid Projects can choose to bid in the Tender 5 WEM Generation tender. Assessed Hybrid Projects are not permitted as Part of the Tender 6 Process.</p> |

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| Associated Project | Has the meaning given to that term in the Proforma CISA. |
| Associates | <p>In the case of a Proponent, means:</p> <ol style="list-style-type: none"> any Related Bodies Corporate of the Proponent; any Bid Entity and its Related Bodies Corporate (if any); and any Close Associates of the entities referred to in paragraphs (a) and (b). <p>In the case of the Australian Government, means:</p> <ol style="list-style-type: none"> AEMO; and any Close Associates of the Australian Government and AEMO, but does not include the Proponent or its Associates. <p>In the case of AEMO, means:</p> <ol style="list-style-type: none"> the Australian Government; and any Close Associates of the Australian Government and AEMO, but does not include the Proponent or its Associates. |
| Australian Government | The Commonwealth of Australia as represented by the Department of Climate Change, Energy, the Environment and Water or such other Commonwealth agency as is from time to time responsible for the Tender Process or is otherwise relevant in the particular context. |
| Authority | Any government department, local government authority, government or statutory authority, body, instrumentality, minister, agency or other authority exercising administrative or regulatory functions. |
| Bid | The documentation submitted by a Proponent in relation to the Project in response to the Tender Process including the Bid Form, Warranties Form, Returnable Schedules, and any additional information submitted by the Proponent during the Tender Process. |
| Bid Closing Date and Time | The date and time specified in Table 3 of these Tender Guidelines. This date and time may be adjusted by the Australian Government or AEMO issuing a notice on the Online Portal. |
| Bid Entity | <p>The legal entity that is to be the counterparty to any Project Documents that the Australian Government may offer to the Proponent, as proposed in accordance with EC2.</p> <p>This entity may be the Proponent.</p> |
| Bid Entity Criteria | <p>The Bid Entity must:</p> <ol style="list-style-type: none"> be a New Entity; and either: <ul style="list-style-type: none"> be directly 100% owned by the Proponent (or, if not directly owned, all entities, trusts and trustees between the Bid Entity and the Proponent must be 100% indirectly owned by the Proponent and be New Entities); or have the same Australian Holding Company as the Proponent, and be directly 100% owned by that Australian Holding Company (or if not directly owned, all entities, trusts and trustees between the Bid Entity and the Holding Company must be 100% indirectly owned by the Holding Company and be New Entities). |

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| Bid Form | The document of that name to be completed by the Proponent and submitted as part of the Proponent's Bid. |
| Bid Variable or Bid Variables | The commercial terms of the Project Documents that may be submitted by the Proponent as part of its Bid. |
| Business Day | A day other than a Saturday, a Sunday and any other day not taken to be a public holiday in Western Australia. |
| CAPEX | Capital expenditure, being the funds used by a Project Operator to build, construct, acquire or upgrade physical assets that are recorded as capital expenditure on the Project Operator's balance sheet rather than as an operating expense in its accounts (OPEX). |
| Certified Reserve Capacity | Refers to the maximum quantity of capacity that a Facility or Component is deemed capable of providing during peak demand periods, in accordance with the ESM Rules. |
| CIS | Capacity Investment Scheme. |
| CISA | A Capacity Investment Scheme Agreement, which is an up to 15-year revenue support contract that may be entered into by the Australian Government (in its absolute discretion) with a Successful Proponent and which will be in the form provided on AEMO's website as part of the Tender Process or such other form as the Australian Government approves. |
| Claim | Any claim, proceeding, action, cause of action, demand or suit (including by way of contribution or indemnity) made: <ul style="list-style-type: none"> a. in connection with the Tender Process, these Tender Guidelines, the Project Documents or the Project; b. at law or in equity; and c. for specific performance, an injunction, restitution, payment of money (including damages), an extension of time or any other form of statutory, common law or equitable relief. |
| Close Associates | In respect of an entity, means: <ul style="list-style-type: none"> a. its officers and employees; and b. any contractors who are working like employees of the entity. |
| Closing Date and Time | The Registration Closing Date and Time, the Q&A Closing Date and Time and the Bid Closing Date and Time or the relevant one of them. |
| COD | Commercial Operations Date. |
| Commonwealth Entity | Has the meaning given to that term in section 10 of the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth). |
| Competing Proponent | In respect of a Proponent, any person participating in the Tender Process other than that Proponent and its Associates to the extent that they are involved in its Bid. |
| Connection Point | Has the meaning given to that term in the Proforma CISA. |
| Consolidated List | The list available at: Consolidated List Australian Government Department of Foreign Affairs and Trade (dfat.gov.au), relating to persons and entities that are subject to sanctions under Australian sanction Laws including the |

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| | <i>Charter of the United Nations Act 1945 (Cth) and the Autonomous Sanctions Act 2011 (Cth).</i> |
| Debt or Equity Provider | Any actual or potential provider of debt or equity funding, facilities or accommodation directly or indirectly to the Proponent or its Related Bodies Corporate in relation to the Project, including any security trustee, bond trustee, agent, underwriter, arranger, financial guarantor, bond provider or hedge counterparty, however described. |
| Disclosed Information | <p>The following information (of whatever nature, including written, graphical, electronic, oral or in any other form) which is disclosed or made available to, or otherwise accessed or obtained by or on behalf of, the Proponent or its Associates in connection with the Tender Process:</p> <ol style="list-style-type: none"> these Tender Guidelines and any information disclosed pursuant to these Tender Guidelines (and other documents released as part of the Tender Process) as part of the Tender Process; any oral or written advice, representations or information given or made available by or on behalf of the Australian Government or any of its Associates during the Tender Process; all material contained in any data room used by the Australian Government, AEMO and the Proponents or communicated to Proponents through the Online Portal; each Bid to the extent that it contains or would reveal any of the information referred to in the paragraphs above; and any other information that the Proponent or any of its Associates know or ought reasonably to know is confidential to the Australian Government, AEMO or any of their Associates or should otherwise be treated as confidential information. |
| Duplicative Bid | A Bid will be considered a Duplicative Bid if, as described in Section 5.2.2 , it is in respect of essentially the same Project as another Bid from the same Proponent or its Associates, and only has changes to the configuration or design (such as storage duration or Nameplate Capacity). |
| Electricity Statement of Opportunities | The Wholesale Electricity Market Electricity Statement of Opportunities (WEM ESOO), published by AEMO under clause 4.5.11 of the ESM Rules. |
| Eligibility Criteria or EC | The Proponent Eligibility Criteria and the Project Eligibility Criteria. |
| EPBC Act | <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth).</i> |
| Electricity System and Market Rules (ESM Rules) | The rules that govern the market and the operation of the South West Interconnected System, including the wholesale sale and purchase of electricity, Reserve Capacity, and Essential System Service. |
| Existing Project | The asset that is co-located with the Project, but, for the purposes of the CISA, excludes the Project and the Shared Infrastructure. |
| Final Support Commencement Date | Has the meaning given to that term in the Proforma CISA. |

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| Final Support End Date | Has the meaning given to that term in the Proforma CISA. |
| Financial Close | Has the meaning given to that term in the Proforma CISA. |
| First Energy Export | First dispatch of electricity to the grid with the start of Hold Point 1 testing during an approved commissioning test plan. |
| First Nations | Refers to the Aboriginal and Torres Strait Islander peoples who are the original inhabitants of Australia, and their communities, cultures and customs. |
| First Nations Commitments | Binding commitments in relation to First Nations economic and social outcomes that are offered by the Proponent for inclusion in the CISA in relation to the proposed Project, pursuant to MC4 . |
| First Nations Communities | Traditional Owners and First Nations communities. |
| Free, Prior and Informed Consent (FPIC) | FPIC is an internationally recognised concept that maximises participation of Indigenous peoples in decision-making with the power to give or withhold consent. Consent when provided, reflects an agreement to participate. FPIC is not a legally enforceable obligation under Australian domestic laws. It is an ethical obligation in how we work and build productive relationships. |
| Generation CISA | A CISA entered into as a result of the Tender 1 Process, the Tender 4 Process, or the Tender 5 Process. |
| GPS | Generator Performance Standards. |
| GST | Goods and Services Tax. |
| GW | Gigawatt. |
| Holding Company | Has the meaning given to the term 'holding company' in the <i>Corporations Act 2001</i> (Cth), but on the basis that: <ul style="list-style-type: none"> a. a 'body corporate' includes a trust; and b. 'subsidiary' means another entity which is a subsidiary of the first entity within the meaning of the <i>Corporations Act 2001</i> (Cth), provided that a trust may be a subsidiary (and an entity may be a subsidiary of a trust) if it would have been a subsidiary under this definition if that trust were a body corporate. For these purposes, a unit or other beneficial interest in a trust is to be regarded as a share. |
| Hybrid Project | Has the meaning given to that term in the Proforma CISA. |
| Ideal Generator Performance Standards | The ideal generator performance standard in respect of a technical requirement as specified in Appendix 12 of the ESM rules. |
| Intellectual Property Rights or IP Rights | All existing and future rights in the nature of intellectual property or industrial property (within the meaning of the term 'industrial property' in Article 1 of the Paris Convention for the Protection of Industrial Property) throughout the world, including: <ul style="list-style-type: none"> a. copyright; b. trade and service marks (whether registered or unregistered); c. designs (whether registered or unregistered); |

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| | <ul style="list-style-type: none"> d. patents and inventions (whether or not patented or patentable); e. internet domain names; and f. trade, business or company names, <p>in each case whether tangible or intangible, which incorporates, embodies or is based on any of the things referred to in the paragraphs above, and includes the right to apply for registration of any of the above.</p> |
| Labour Standards Report | Has the meaning given to that term in the Proforma CISA. |
| Late Bid | A Bid received after the Bid Closing Date and Time. |
| Law or Laws | Any Commonwealth, State/Territory or local government legislation, judicial, administrative, or regulatory decrees, judgments, awards or orders and all common laws and principles of equity and, for the avoidance of doubt, includes any Regulatory Instruments. |
| Liability | <p>Any loss, cost, liability or expense whether:</p> <ul style="list-style-type: none"> a. arising from or in connection with any proceeding or Claim or not; b. liquidated or not; c. legal or equitable; d. present, prospective or contingent; or e. owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others. |
| Local Content | Goods, services, and resources produced, manufactured, or supplied within Australia and New Zealand. |
| Location or Located | The region of the WEM in relation to which the Project is registered or intended to be registered as contemplated in EC4. |
| Maximum Liability | The maximum amount of payments payable under the CISA by the Commonwealth to the Project Operator, as modelled under the CISA. |
| Measurement Point | Has the meaning given to that term in the Proforma CISA. |
| Merit Criteria or MC | The merit criteria against which Bids are assessed, set out in Section 3 . |
| Minister | The Minister for Climate Change and Energy of the Commonwealth of Australia and any successor Minister with responsibility for the Capacity Investment Scheme or other Minister within the portfolio, along with their delegates. |
| MS Act | <i>Modern Slavery Act 2018</i> (Cth). |
| MW | Megawatt. |
| MWh | Megawatt hour. |
| Nameplate Capacity | The amount of electrical output that a Project, Staged Project or Hybrid Project is designed to produce under ideal conditions. |
| Net CISA Cost | The net present value of a Proponent's forecast payments from the Australian Government under a CISA. |

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| Network Access Quantity or NAQ | The quantity, in MW, that is determined for a Facility, pursuant to clause 4.15 of the ESM Rules. |
| New Entity | A Bid Entity which has been established after the date that the Proponent first submits the Warranties Form. |
| Non-Assessed Hybrid Bid | A Bid in respect of a Hybrid Project for which the Proponent seeks that only the Project (i.e. the generation component) is assessed against the Merit Criteria. The Proponent, if awarded a CISA, will not be contractually required to deliver the Associated Project. |
| NSW RESB | NSW Renewable Energy Sector Board. |
| Online Portal | SmartyGrants, an online administration system made available by or on behalf of the Australian Government to Proponents as part of participation in the Tender Process and into which Proponents may upload their Bids, from which they may obtain information regarding the Tender Process, and through which they may correspond with the Tender Process administration team. The Online Portal is located here . For clarity, the use of 'SmartyGrants' does not imply that this Tender Process is a grant process. |
| OPEX | Operational expenditure, being the shorter-term expenses to maintain the asset, or for the day-to-day operations of a Project Operator's business and recorded in the Project Operator's accounts as an operating expense rather than as a CAPEX item. |
| Peak Capacity Credit | Has the meaning given to that term in the Proforma CISA. |
| Performance Security | Has the meaning given to that term in the Proforma CISA. |
| Permitted Purpose | In relation to a Proponent, the sole purposes of: <ul style="list-style-type: none"> a. considering the opportunity set out in this Tender 5 Process; b. preparing and submitting a Bid; and c. engaging in communications and any negotiations with AEMO or the Australian Government. |
| Policy Objectives | The policy objectives of this Tender 5 Process are: <ul style="list-style-type: none"> a. contribute to delivery of an additional 40 gigawatts (GW) of capacity by 2030; b. help deliver the Australian Government's 82% renewable electricity by the 2030 target; c. support electricity generation growth and reliability as demand grows and as ageing coal-fired power stations retire; and d. place downward pressure on electricity prices. |
| Probity Advisor | The independent probity advisor appointed by AEMO or the Australian Government, or such replacement probity advisor as is notified by AEMO or the Australian Government from time to time. |
| Proforma CISA | The proforma CISA for this Tender Process as published on ASL's website from time to time. |
| Prohibited Entity | A person or entity who or which is: |

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| | <ul style="list-style-type: none"> a. directly or indirectly engaged in preparing, planning, assisting or fostering a terrorist act; b. a listed terrorist organisation for the purposes of the <i>Criminal Code Act 1995</i> (Cth) (details of listed terrorist organisations are available at: https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations); c. subject to sanctions or similar measures under the <i>Charter of the United Nations Act 1945</i> (Cth) or the <i>Autonomous Sanctions Act 2011</i> (Cth) (details of individuals and entities are available at: https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx); d. listed on the 'World Bank's Listing of Ineligible Firms and Individuals' posted at: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms; e. owned, controlled by, acting on behalf of, or at the direction of individuals, persons, entities or organisations referred to in bullet points (a) to (d) above; or f. providing direct or indirect support, resources or assets (including any grant monies) to individuals, persons, entities or organisations referred to in owned, controlled by, acting on behalf of, or at the direction of individuals, persons, entities or organisations referred to in bullet points (a) to (d) above. |
| Project | A generation asset that is built, or intended to be built, in connection with which a Generation CISA is sought in this Tender Process, including any Shared Infrastructure. |
| Project Documents | <p>The CISA, together with any other documents that are required or contemplated under the CISA or into which the Australian Government requires a Successful Proponent to enter at or around the same time as the CISA, with regard to the relevant Bid and specific Project arrangements (proformas of which are included on AEMO's website).</p> <p>The full suite of Project Documents will be determined on a case-by-case basis by the Australian Government having regard to the relevant Bid and specific Project arrangements.</p> |
| Project Eligibility Criteria | The Project Eligibility Criteria identified in Section 2 . |
| Proponent | An entity that registers to participate in the Tender Process as the proponent, including those entities that submit, or intend to submit, a Bid and includes any Successful Proponent. |
| Proponent Eligibility Criteria | The Proponent Eligibility Criteria identified in Section 2 . |
| Q&A Closing Date and Time | The date and time specified in Table 3 of these Tender Guidelines. This date and time may be adjusted by the Australian Government or AEMO issuing a notice on the Online Portal. |
| Ranked List | An ordered selection of Proponent Bids based on a weighted score from the Merit Criteria Assessment and other relevant factors. |
| RCC | Reserve Capacity Cycle. |

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| RCM | Reserve Capacity Mechanism, being a mechanism to ensure that there is sufficient generation capacity in the SWIS as implemented by the ESM Rules. |
| Recommended Bids | Bids that may be recommended by AEMO to the Australian Government after assessment and due diligence in relation to that Bid has been completed. At AEMO's discretion, and subject to availability of sufficiently meritorious Bids, Recommended Bids may comprise a series of options and/or include a Reserve List. |
| Registered Facility | A Facility registered with AEMO as defined under Chapter 2 of the ESM Rules |
| Registration Closing Date and Time | The date on which prospective Proponents cease to be able to register on the Online Portal regarding the Tender Process, as specified in Table 3 of these Tender Guidelines. This date and time may be adjusted by the Australian Government or AEMO issuing a notice on the Online Portal. |
| Registration Date | The date on which prospective Proponents were able to commence registration on the Online Portal regarding the Tender Process, being 29 August 2025. |
| Regulatory Instrument | Means: <ul style="list-style-type: none"> a. the ESM Rules; b. any other Law that regulates the electricity industry in Western Australia, including the <i>Electricity Industry Act 2004</i> (WA) and the <i>Electricity Industry (Electricity System And Market) Regulations 2004</i> (WA); and c. any relevant licence, Approval, code, instruction, direction, condition or orders of an Authority (whether formal or informal) that regulates a person's activities in respect of the electricity industry. |
| Related Body Corporate | Has the meaning given in the <i>Corporations Act 2001</i> (Cth), but on the basis that 'subsidiary' means another entity which is a subsidiary of the first entity within the meaning of the <i>Corporations Act 2001</i> (Cth), provided that a trust may be a subsidiary (and an entity may be a subsidiary of a trust) if it would have been a subsidiary under this definition if that trust were a body corporate. For these purposes, a unit or other beneficial interest in a trust is to be regarded as a share. |
| Relevant Employer | Has the meaning given in the <i>Workplace Gender Equality Act 2012</i> (Cth). |
| Reserve Capacity Cycle | Has the meaning given in the ESM Rules. |
| Reporting Entity | Has the meaning given in the <i>Modern Slavery Act 2018</i> (Cth). |
| RESB | Renewable Energy Sector Board. |
| Reserve List | A list of Proponents that are not Successful Proponents, that may be notified by the Australian Government that it intends to enter into Project Documents with them, if one or more Successful Proponents fail to execute a CISA, as described in Section 5.5.1 Reserve List . |
| Reserve Period | The defined period of time, as communicated by AEMO or the Australian Government in accordance with Section 5.5.1 Reserve List , during which the status of one or more Proponents, as notified by AEMO or the Australian Government, may remain on the Reserve List. The Reserve Period will not exceed the Validity Period. |

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| Returnable Schedules | The Returnable Schedules that are provided through the Online Portal as part of a Bid, which are to be completed by or on behalf of the relevant Proponent as part of the submission of a Bid as referred to in these Tender Guidelines. |
| Revenue Floor Support Percentage | Has the meaning given to that term in the Proforma CISA. |
| Revenue Ceiling Sharing Percentage | Has the meaning given to that term in the Proforma CISA. |
| Satisfactory | In respect of an STR, means the STR meets: <ul style="list-style-type: none"> a. the conditions set out in Part 6.b of the Shadow Economy Procurement Connected Policy; or b. if the circumstances in Part 6.c of the Shadow Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Shadow Economy Policy. |
| Separately Certified Component | Has the meaning given in the ESM Rules. |
| Shadow Economy Procurement Connected Policy | The ' <i>Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines October 2024</i> ' available at: https://treasury.gov.au/publication/p2019-t369466 . |
| Shared Infrastructure | Has the meaning given to that term in the Proforma CISA. |
| Significant Event | Means: <ul style="list-style-type: none"> a. any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Proponent or any Associate of the Proponent, that has an adverse impact or could be reasonably perceived to have an adverse impact on their professional capacity, capability, fitness or reputation; b. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Proponent or any Associate of the Proponent, that may have an adverse impact on compliance with Commonwealth policy, applicable Laws or the Commonwealth's reputation; c. any unsettled judicial decisions against the Proponent or any Associate of the Proponent) relating to unpaid employee entitlements; or d. any non-compliance by the Proponent or any Associate of the Proponent) with any judgment against that person from any court or tribunal (including overseas jurisdictions but excluding judgments under appeal or instances in which the period for appeal or payment/settlement has not expired) relating to a breach of applicable Workplace Laws, including workplace relations Law, work health and safety Law or workers' compensation Law. |
| Social Licence Commitments | Binding commitments offered by the Proponent in relation to the proposed Project, as described in MC5 , with the purpose of improving local economic |

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| | and social outcomes and regional economic development, including use and development of local supply chains and workforce, Local Content and community benefit sharing. |
| Staged Project | Has the meaning given to that term in the Proforma CISA. |
| Statement of Tax Record or STR | A statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out here . |
| Subcontract | Has the meaning given to that term in the Proforma CISA. |
| Subcontractor | Has the meaning given to that term in the Proforma CISA. |
| Successful Proponent | A Proponent whose Project is selected by the Australian Government to (subject to completion of any required negotiations) enter into Project Documents in accordance with Section 5.5 . |
| SWIS | South West Interconnected System. |
| Tender 5, Tender Process or Tender 5 Process | The process specified in these Tender Guidelines, commencing on the Registration Date and ending 9 months after the Bid Closing Date and Time (inclusive). |
| Tender 6 or Tender 6 Process | The Capacity Investment Scheme Tender 6: Wholesale Electricity Market – Dispatchable Capacity tender process. |
| Tender Conditions | The terms and conditions set out in Section 6 of these Tender Guidelines and such further terms and conditions as are otherwise advised by the Australian Government or AEMO in respect of the Tender Process. |
| Tender Documentation | The documentation issued by or on behalf of the Australian Government regarding the Tender Process, including these Tender Guidelines, any Tender Process briefing materials, the Bid Form, the Warranties Form. |
| Tender Guidelines | This document, including the Tender Conditions, the schedules, attachments and appendices to this document and any Addenda. |
| Traditional Owners | Aboriginal or Torres Strait Islander individuals or groups who can prove a traditional or historical connection, attachment, and/or relationship to an area of land. |
| Valid | In respect of an STR, means valid in accordance with Part 7.e of the Shadow Economy Procurement Connected Policy. |
| Validity Period | <p>The period commencing from the Bid Closing Date and Time and ending on the earlier of the date on which:</p> <ol style="list-style-type: none"> the Proponent’s Bid Entity executes a CISA in connection with the Tender Process; the Australian Government informs the Proponent that the Validity Period for its Bid under the Tender Process has ended, which is expected to be approximately nine calendar months from the Bid Closing Date and Time; the Tender Process is announced as having been cancelled or discontinued; or the Proponent withdraws its Bid in accordance with Section 6.22, or such other period of time as may be notified by the Australian Government and agreed to by the Proponent (acting reasonably). |

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| Warranties Form | The document of that name to be completed and executed by the Proponent confirming matters in connection with the Proponent, the Bid Entity and this Tender Process, which must be submitted as part of the Proponent's Bid. |
| WEM | The Wholesale Electricity Market. |
| WGE Act | The <i>Workplace Gender Equality Act 2012</i> (Cth). |
| WGEA | The Workplace Gender Equality Agency. |
| Workplace Laws | Has the meaning given to that term in the Proforma CISA. |