

# Important notice

This Proponent Briefing Guide (**Guide**) is provided to Proponents to assist them in submitting a Security for Process Bond for NSW Roadmap Tender Round 8 – Generation Infrastructure and Tender Round 9 – LDS Infrastructure (**Tenders 8 & 9**). Proponents should ensure that they take care to read this note carefully and in full as it contains important information on how to submit the Security for Process Bond in a form that is satisfactory to the Consumer Trustee.

In accordance with the Tender Guidelines published by the Consumer Trustee in relation to Tenders 8 & 9 (**Tender Guidelines**), the Consumer Trustee reserves the right to terminate the Proponent's participation in the Tender Round with immediate effect and otherwise take any action in accordance with the Tender Guidelines.

Capitalised terms used in this Guide and not otherwise defined in this document take their meaning from the Tender Guidelines that apply to the relevant tender round.

## Purpose of this Guide

This Guide provides guidance and supporting instructions for Proponents to assist them with providing the Security for Process Bond to the Consumer Trustee, in connection with their participation in Tenders 8 & 9.

The Tender Process Deed, submitted with the Bid, governs the arrangements for the provision of, and recourse to, the Security for Process Bond required as part of the submission of a Bid.

Prior to submitting the Security for Process Bond, Proponents are advised to read:

- Sections 3.2.2 (Security for Process Bond) and 5.19 (Proponent structure, Consortium Members and Associates) of the relevant Tender Guidelines;
- Clause 3 ("Security for Process Bond") of the Tender Process Deed; and
- this Guide.

Proponents remain responsible for ensuring that the Security for Process Bond is properly provided to the Consumer Trustee, and that they otherwise comply with the Tender Guidelines.

## Requirements for Proponents to provide the Security for Process Bond

It is a mandatory requirement that Proponents provide a Security for Process Bond as part of their Bid as set out in the Tender Conditions for Tenders 8 & 9, specifically in Section 5.8 of the relevant Tender Guidelines. To ensure the integrity of the tender process, Proponents are required to make contractual commitments to participate in the Tender Round. These commitments will be collateralised by financial bonding in the form of a letter of credit or bank guarantee, being the Security for Process Bond. Failing to provide the Security for Process Bond may result in the Consumer Trustee terminating participation by the Proponent in the relevant tender round.

The Tender Process Deed includes a requirement for Proponents to provide a Security for Process Bond within eight (8) business days after the Bid submission. The Security for Process Bond is intended to mitigate the risk of a Proponent being successful in the Tender Round but failing to sign the Project Documents for the Bid.

## Guidance for Proponents to comply with this requirement

The Security for Process Bond must be a letter of credit or bank guarantee with the below requirements.

**Table 1** NSW Tenders 8 & 9 Security for Process Bond mandatory requirements

#	Requirement
1.	Must have a face value not less than the Process Bond Amount (see below for more information on the Process Bond Amount)
2.	Must be issued by an Australian branch of an authorised deposit-taking institution (such as a bank) with a credit rating of at least 'A-' by S&P Global or 'A3' by Moody's
3.	<p>Must be an unconditional undertaking, able to be drawn on demand in Sydney and in favour of the Consumer Trustee. Ensure that the Security for Process Bond document is made for the benefit of <b>AusEnergy Services (ABN 59 651 198 364)</b> (i.e., is listed as the beneficiary / entity that can call on the bond) of <b>Level 19, 20 Bond Street, Sydney, NSW, 2000</b>.</p> <p>Example drafting includes:</p> <p><i>"The Beneficiary of this Security for Process Bond is AusEnergy Services Limited (ABN 59 651 198 364) of Level 19, 20 Bond Street, Sydney NSW 2000. Payment under this Security for Process Bond shall be made in Sydney, New South Wales."</i></p>
4.	May contain an expiry date, provided that such expiry date is no earlier than the end of the Validity Period (which will be specified in the Bid Form).
5.	<p>Must be in a form that is satisfactory to the Consumer Trustee (acting reasonably) whereby the letter of credit or bank guarantee must be unconditional, irrevocable and able to be drawn on demand upon presentation at any time from the date that the Proponent submits its Bid through to the end of the Validity Period.</p> <p>Example drafting includes:</p> <p><i>"The Issuer unconditionally and irrevocably undertakes to pay to the Beneficiary, on demand, an amount up to and including AUD [insert Process Bond Amount]."</i></p>
6.	Must be issued on the respective bank's official letterhead or otherwise complies with the bank's standard format.
7.	Must include the details of the Proponent that align with the Bid and Proponent details in the Tender Process Deed (e.g., name, ABN, address).
8.	The original (physical) Security for Process Bond must be fully executed and dated in all relevant places by the relevant parties.

**Proponents should note that there is no pro forma or template form for the Security for Process Bond document for this Tender Round.**

The Security for Process Bond must satisfy the requirements set out above and in the Tender Process Deed and Tender Guidelines. The Consumer Trustee may, at its discretion, can conduct a pre-submission review of a Proponent's draft Security for Process Bond per Tender Round. Any such review is non-binding and does not constitute approval or acceptance.

## Calculating the Process Bond Amount

The 'Process Bond Amount' must be calculated in accordance with Section 3.2.2 of the Tender Guidelines, under the subheading 'Security for Process Bond'.

- NSW Tender Round 8 - \$4,000/MW for Projects, capped at \$1,200,000; and
- NSW Tender Round 9 - \$500/MWh for Projects, capped at \$800,000.

For Hybrid Projects, the amount applies only to the MW capacity of the generation asset. If a Hybrid Project bids for a Generation LTESA, the MW amount for Contracted Export Capacity applies. If the Hybrid Project bids for a Hybrid LTESA, the MW amount for Contracted GP Export Capacity applies. Where this amount differs between the Default Bid and Alternative Bid, the Proponent must provide a Security for Process Bond for the higher amount.

The Tender Guidelines contain further details on how to calculate the Process Bond Amount. It is the Proponent's responsibility to ensure that the Process Bond Amount is calculated correctly and that this figure is used for the Security for Process Bond.

### Note to Proponent Consortium Members only

It is the obligation of the first-named Proponent Consortium Member in the Consortium Process Deed to procure and deliver (and, where necessary, replace) the Security for Process Bond for the calculated Process Bond Amount.

## Logistics for delivery of the Security for Process Bond

The Consumer Trustee will notify Proponents to schedule an appointment for the hand delivery of the Security for Process Bond to the Consumer Trustee. Communications will be provided to Proponents by email via:

- NSW Tender Round 8 - [nswtender8@asl.org.au](mailto:nswtender8@asl.org.au)
- NSW Tender Round 9 - [nswtender9@asl.org.au](mailto:nswtender9@asl.org.au)

If a Proponent decides to use a courier service to deliver the Security for Process Bond, ASL takes no responsibility for the Bond until it is physically delivered to reception staff.

## Common issues when providing the Security for Process Bond

**The following are examples of common issues that may arise for Proponents providing the Security for Process Bond to the Consumer Trustee and are intended as guidance only.**

Please ensure that the Security for Process Bond document (i.e. the letter of credit or bank guarantee) specifies:

- The full legal name of both the Proponent and the Consumer Trustee (the Consumer Trustee's full legal name is AusEnergy Services Limited).
- The ABN for both the Proponent and the Consumer Trustee (the Consumer Trustee's ABN is 59 651 198 364).
- The Consumer Trustee's full address (i.e. Level 19, 20 Bond Street, Sydney NSW 2000).
- Payment must be made on demand without delay.
- The Security for Process Bond document must state that it is both **unconditional** and **irrevocable**.
- Proponents should note the Consumer Trustee does not provide any discharge letter, release or equivalent documentation in respect of the Security for Process Bonds.

**Important notice:** The contents of this document is for information purposes only. This document is not intended to provide any advice or imply any recommendation or opinion constituting advice. This document may include assumptions about future policy outcomes and generalisations. It may not include important qualifications, details or legal requirements. It may not include changes since the date of publication. AusEnergy Services Limited (ABN 59 651 198 364), acting in its capacity as the Consumer Trustee, does not guarantee the accuracy, currency or completeness of any information contained in this document and (to the maximum extent permitted by law) will not accept responsibility for any loss caused by reliance on it. Information in this document is subject to change, and the Consumer Trustee is not bound by any information or representations included in this document. The information in this document is not a substitute for obtaining professional advice. The Consumer Trustee retains discretion to score and assess Bids and make recommendations. It reserves full flexibility in structuring and implementing its tender and processes, to ensure that it is satisfied that any recommendations it makes are in the long-term financial interests of NSW electricity customers and otherwise compliant with statutory requirements. Nothing in this document is indicative in relation to future tender processes or their outcomes. This publication has been prepared using information available at 18 May 2026 and does not include any changes since the date of publication.