



Australian Government

Department of Climate Change, Energy,
the Environment and Water

Capacity Investment Scheme South Australia and Victoria Tender Guidelines

December 2023



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This publication is available at <https://aemoservices.com.au/tenders/cis-sa-vic>

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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 Projects Located in either South Australia or Victoria and 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.

Subject to [Section 4.1](#), these Tender Guidelines are not (and do not constitute) an offer and are not intended to give rise to any contractual relationship. Proponents, Consortium Members and its or 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 where 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 National Electricity Law (NEL) and National Electricity Rules (NER).

These Tender Guidelines and/or the information in them may be subsequently amended, withdrawn, reissued, or supplemented at any time.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 NEL, the NER, or any other applicable Laws, regulatory documents, reports, procedures or policies.

The Australian Government has taken care in the preparation of the information contained or referred to in these Tender Guidelines but cannot guarantee (and makes no representation or warranty regarding) the completeness, accuracy, adequacy or currency of that information or any information communicated or provided during the Tender Process. Accordingly, to the maximum extent permitted by Law, the Australian Government and its Associates involved in the preparation of these Tender Guidelines:

- (a) do not give any warranty or make any representation, express or implied, as to the completeness, accuracy, adequacy or currency of the information contained or referred to in these Tender Guidelines or any information which may be communicated or provided in connection with them or the Tender Process; and
- (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 in the Australian Government or its Associates providing any such information; and/or
 - iii. the exercise of any discretion, 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 or its Associates.

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, the Consortium Members and its or their 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.

Acknowledgement of Country

Our department recognises the First Peoples of this nation and their ongoing connection to culture and country. We acknowledge Aboriginal and Torres Strait Islander Peoples as the Traditional Owners, Custodians and Lore Keepers of the world's oldest living culture and pay respects to their Elders past, and present.

Welcome to the Capacity Investment Scheme South Australia-Victoria Tender

These Tender Guidelines (Tender Guidelines) are a comprehensive resource containing the necessary information for participating in the Capacity Investment Scheme South Australia–Victoria Tender (Tender).

The Australian Government issues the Tender Guidelines to provide information to prospective and actual Proponents, their Consortium Members, and their Associates who plan to and do participate in the Tender.

What is the Capacity Investment Scheme South Australia-Victoria tender?

This Tender is part of the Australian Government’s Capacity Investment Scheme (CIS). It is a competitive process to secure dispatchable capacity in South Australia (SA) and Victoria (Vic) and is seeking an indicative volume of 2400MWh of dispatchable capacity¹ that will be operational before the end of 2027 to support system reliability. This Tender intends to allocate:



- 800MWh to each of SA and Vic (total of 1600MWh),
- then 800MWh allocated to either SA or Vic based on the assessed merit of Projects.

A greater or lesser volume of dispatchable capacity may be recommended, where that recommendation is consistent with the Policy Objectives of the Tender.

The objective of the CIS is to encourage new investment in clean dispatchable capacity to support reliability and reduce market volatility in Australia’s rapidly changing energy market.

Successful Proponents for a Project will be awarded a Capacity Investment Scheme Agreement (CISA).

¹ Dispatchable capacity generally refers to capacity that is scheduled by Australian Energy Market Operator (AEMO) and can be dispatched through AEMO’s central dispatch system. A range of infrastructure types including storage and generation Projects meet these requirements.

Who can participate?	
Location	Projects must be in South Australia or Victoria.
Minimum requirements	Projects are required to have a minimum storage duration of 2 hours, a minimum size of 30 MW and meet the Eligibility Criteria .
Technology Type	Projects must either store electricity by importing electricity from the grid (by purchasing electricity from the National Electricity Market (NEM)) or from a fuel source that is an eligible renewable energy source. Eligibility Criteria 10 provides further information on eligible fuel sources and ineligible technologies.
Target Commercial Operation Date (Target COD)	31 December 2027 The Target COD is not an Eligibility Criteria and will be assessed under Merit Criteria 2 . All else being equal, Projects with a Target COD of 31 December 2027 or earlier are expected to be considered of higher merit.





What Proponents bid for - Capacity Investment Scheme Agreements (CISA)

The CISA is a contract between a Successful Proponent for a Project and the Australian Government. The CISA provides partial revenue support where a Project's net revenue falls below an agreed 'floor' subject to an annual cap. The CISA also requires Projects to pay a percentage of net revenue to the Commonwealth where net revenue exceeds an agreed 'ceiling' (subject to an annual cap) to promote value for money for taxpayers.

To further understand the CISA and how it can support your Project, Proponents should familiarise themselves with the key commercial terms of the CISA before submitting a Bid. The draft CISA will be available on the AEMO Services website at aemoservices.com.au.

What Proponents need to know

Outline of the Tender Process

Tender Step	Proponent requirements	Assessment
Select the relevant hyperlink to learn more		
 <p>Registration</p>	<p>Register to participate in the Tender.</p> <p>Registrations are now open. To register for the CIS and this Tender, complete the registration form. Each Project must be registered separately.</p>	
 <p>Stage A Project Bid</p>	<p>Submit online the completed Project Bid form and provide the corresponding Returnable Schedules and provide any other information necessary to demonstrate satisfaction of each of the Proponent and Project Eligibility Criteria and Merit Criteria 1 to 4.</p> <p>Provide executed process deed poll.</p> <p><i>Stage A – Project Bid Merit Criteria</i></p> <ul style="list-style-type: none"> • Merit Criteria 1 – Contribution to system reliability and system benefits • Merit Criteria 2 – Project deliverability and timetable • Merit Criteria 3 – Organisational capability to deliver Project • Merit Criteria 4 – Community and First Nations engagement 	<p>Project Bid assessment</p> <p>Assessment against Eligibility Criteria. Eligible Projects will then be assessed against Merit Criteria 1 to 4 to develop the recommended Project Shortlist.</p>
 <p>Stage B Financial Value</p>	<p>Invited Project Shortlist submit:</p> <ul style="list-style-type: none"> • a Default Financial Value Bid and may submit an Alternative Financial Value Bid via an online Financial Value Bid form with corresponding Returnable Schedules. • Project Documents in the form of an offer for acceptance by the Australian Government capable of execution.² <p>For the avoidance of doubt, Proponents should consider any commitments made under Merit Criteria 7 to be binding under the Default and Alternative Financial Value Bid.</p> <p><i>Stage B – Financial Value Bid Merit Criteria</i></p> <ul style="list-style-type: none"> • Merit Criteria 5 – Financial value • Merit Criteria 6 – Commercial departures • Merit Criteria 7 – Social licence commitments 	<p>Financial Bid Assessment</p> <p>Default and Alternative Financial Value Bids assessed against Merit Criteria 5 to 7 to develop the recommended Financial Value Shortlist.</p>
 <p>Stage C Due diligence & Recommended Bids</p>	<p>Proponents may be requested to provide additional information, including information identified in Section 5, and the Project Documents may be negotiated.</p>	<p>Due diligence on Proponents and/or Projects may be undertaken.</p> <p>Recommended Bids are provided to the Australian Government based on the outcomes of the tender assessment process.</p>

² Requiring no further changes, including the Bid Entity's details, Bid Entity's execution block, completed social licence commitment schedule and that the Proponent has requisite approvals to enter into the Project Documents.

Important Dates



Stage A – Project Bid opens

15 December 2023



Stage A – Q&A Process opens

10 January 2024 2023



Registration Closing Date and Time

16 February 2024 at 5:00 pm AEDT



Stage A – Project Bid Closing Date and Time

23 February 2024 at 5:00 pm AEDT



Invite to submit Stage B – Financial Value Bid

April 2024*



Stage B – Q&A Process opens

May 2024*



Stage B – Financial Value Bid Closing Date and Time

May 2024*



Announce Successful Bids

Mid-2024*

**NOTE: These dates are indicative and final dates will be communicated via the Online Portal. The relevant time associated with these dates will be provided through those communications.*

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1 About the CIS

The CIS provides a national framework to encourage new investment that will:

- support reliability in Australia’s rapidly changing energy market
- support our energy system to reach 82 per cent renewables by 2030.

The CIS involves seeking competitive tender bids for renewable energy generation and clean dispatchable capacity projects that can fill expected reliability gaps.

On 23 November 2023, the Australian Government announced an expansion of the CIS to target 9 GW of clean dispatchable capacity and 23 GW of variable renewable capacity nationally – for a total of 32 GW nationally.

The CIS and this Tender Process is an Australian Government initiative. The Australian Government promotes the proper (including efficient, effective, economical and ethical) use and management of public resources in accordance with the *Public Governance, Performance and Accountability Act 2013* (Cth). 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 Guidelines](#). However, to ensure that the Tender Process is aligned with Australian Government procedures, the Australian Government has specified in these Guidelines (including [Section 5](#)) certain Commonwealth policies and other requirements which will apply to the Tender Process.

1.1 Tender governance and decision-making

This Tender is designed using robust and transparent processes ensuring market trust in the Tender Process.

The Australian Government has engaged AEMO Limited, and its independent subsidiary AEMO Services Limited, (together **AEMO**) as service providers to administer this competitive Tender Process, including to recommend Bids to the Australian Government consistent with these Tender Guidelines. The Australian Government and AEMO may consult throughout the Tender Process, with respect to the bids progressed during the Tender Process, and the Recommended Bids.

Australian Government	AEMO
Sets the Policy Objectives, the objective of the Tender, commercial in-confidence financial budget, the tender size and the terms of the CISA.	Administers this competitive Tender Process (including communicating with Proponents ³).
The Minister for Climate Change and Energy (the Minister), on behalf of the Australian Government, will select the Proponents and Projects to receive revenue support under the CIS, based on the recommendation of AEMO.	Make recommendations consistent with these Tender Guidelines to the Australian Government.

³ Proponents should direct any communications relating to the Tender Process to AEMO in accordance with these Tender Guidelines, and as outlined in [Section 4.39](#).

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 there is ambiguity, discrepancy or inconsistency between an act of the Australian Government and an act of its service providers, the act 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 which the Australian Government in its absolute discretion considers relevant to the Proponents.

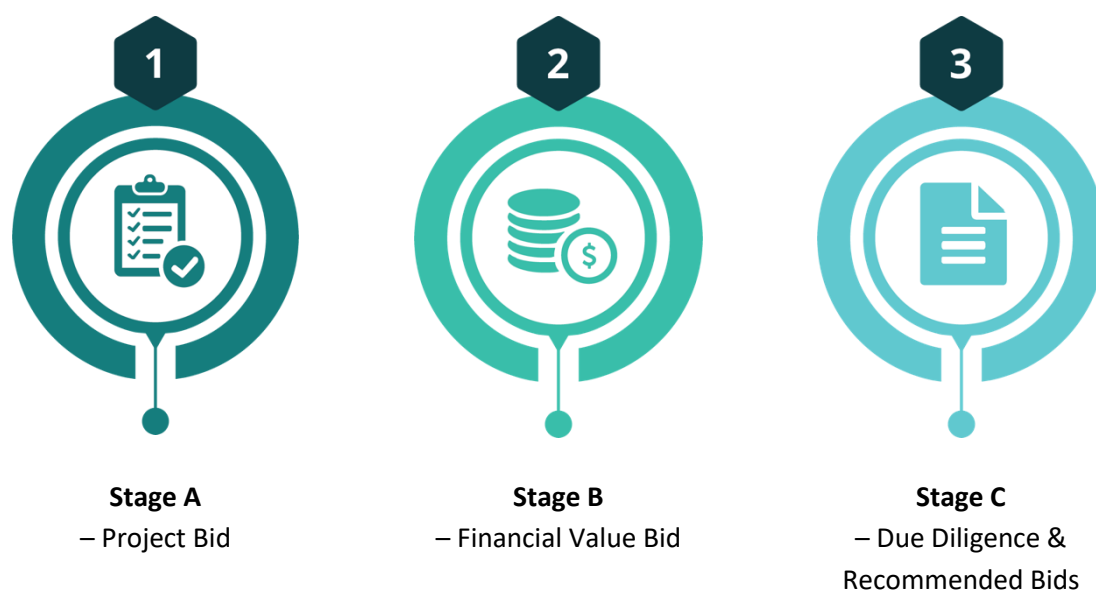
2 Tender and assessment process

This section outlines the tender and assessment process that applies to all Proponents and Projects.

Proponents and Projects for the Tender are required to demonstrate compliance with the [Eligibility Criteria](#) before being competitively assessed against the [Merit Criteria](#).

The Tender Process outlined in these Tender Guidelines may be varied, suspended or cancelled in accordance with the [Tender Conditions](#). Any such decisions will be made at the absolute discretion of the Australian Government or AEMO and communicated to registered Proponents via the [Online Portal](#) and AEMO's website.

An overview of the Tender Process is illustrated below.



2.1 Tender Process

2.1.1 Registration

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

Registrations commence on the Registration Date and close on the [Registration Closing Date and Time](#).

Changes to the identity or corporate structure of a Proponent following registration may only be 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 process deeds poll by any relevant entities.

2.1.2 Submission of Bids and documents

Successfully registered Proponents must submit their Bids in two stages: Stage A – Project Bid and, where invited, Stage B – Financial Value Bid. Bids must be submitted via the Online Portal including the completed Project Bid form, Financial Value Bid form, relevant Returnable Schedules and other specified documents.

Further details on the information and supporting documents required at each Bid stage are provided in this [Section 2](#) and [Section 3](#).

Process Deed Poll

Proponents seeking to participate in the Tender must execute a process deed poll in favour of the Australian Government and AEMO. The process deed poll will be provided as a Returnable Schedule and must be executed and submitted with the Stage A – Project Bid.

The process deed poll will include, amongst other things:

- a) an acknowledgment that the relevant entity accepts and is bound by the Tender Guidelines;
- b) a warranty that the relevant entity has complied with the Tender Guidelines in respect of its participation in the Tender; and
- c) a warranty as to the truth and accuracy of the information submitted by the Proponent.

The Australian Government or AEMO may, in its absolute discretion, at any stage of the Tender Process including after Project Bids have been submitted, also require a process deed poll to be submitted by one or more of the Proponent's Associates and if requested to do so, the Proponent must procure the relevant Consortium Member and/or Associate of the Proponent or Consortium member to provide an executed process deed poll to AEMO.

Q&A Process

An online question-and-answer period (**Q&A Process**) will operate to ensure fair and equitable access to information for all registered Proponents. Registered Proponents may submit clarification questions to the Online Portal no later than five (5) Business Days before the corresponding:

- Project Bid Closing Date and Time (during Project Bid preparation).
- Financial Value Bid Closing Date and Time (during Financial Value Bid preparation).

The Stage A – Project Bid Q&A Process will commence when Stage A – Project Bid commences, however the questions will only be reviewed from **10 January 2024** with the first responses released thereafter.

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 with all prospective Proponents.

Please note, subject to the items below and [Section 4.13](#):

- responses will be made available online to all registered Proponents (without identifying the person that submitted the relevant question).
- Some specific questions or responses (e.g., regarding a particular Project) are likely to be sensitive and it would not be appropriate to circulate the response to other registered Proponents. If a Proponent does not wish a question or response to be made available to other Proponents, 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 the question and whether to circulate the response, or a generic and/or deidentified version of the response, to all actual and prospective Proponents. Probity advice may be sought to guide these decisions.

Communications

Refer to [Section 4.39](#) of the Tender Conditions for guidance on communications during the Tender Process.

Late Bids

Project Bids received after the Project Bid Closing Date and Time, or Financial Value Bids received after the Financial Value Bid Closing Date and Time (**Late Bids**) will only be accepted at the discretion of AEMO. For example, Late Bids 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 an event of exceptional circumstances caused the Bid to be lodged after the relevant closing date and time and that the integrity of the Tender Process will not be compromised by accepting a Proposal after the relevant closing date and time.

AEMO is under no obligation to exercise a 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(s).

Extensions

Extensions of time, including in relation to dates and times published in the Tender Process, may be granted at the discretion of AEMO.


Obligation to notify of errors

If, after any Bid has been submitted, the relevant Proponent (or any of its Consortium Members or its or their Associates) becomes aware of an error in the relevant Bid (including an error in pricing but excluding clerical errors which would have no bearing on the evaluation of the Proposal), the Proponent must promptly notify AEMO of such error.

2.2 Stage A – Project Bid

On Stage A – Project Bid open date, registered Proponents will receive access to the application information needed to complete their Project Bids via the Online Portal.

Information to complete

Tender Step	Proponent requirements
	Select the relevant hyperlink to learn more.
 Stage A Project Bid	<p>Submit online the completed Project Bid form and provide the corresponding Returnable Schedules and provide any other information necessary to demonstrate satisfaction of each of the Proponent and Project Eligibility Criteria and Merit Criteria 1 to 4.</p> <p>Provide executed process deed poll.</p> <p><i>Stage A – Project Bid Merit Criteria</i></p> <ul style="list-style-type: none">• Merit Criteria 1 – Contribution to system reliability and system benefits• Merit Criteria 2 – Project deliverability and timetable• Merit Criteria 3 – Organisational capability to deliver Project• Merit Criteria 4 – Community and First Nations engagement

Proponents may submit a Returnable Schedule of indicative departures to the Project Documents, including the rationale for each indicative departure with the Stage A – Project Bid.

The table of indicative departures will not form part of the Stage A - Project Bid assessment. Instead, the table of departures to the Project Documents will be considered by the Australian Government and AEMO to determine whether any further amendments will be made to the Project Documents before Stage B – Financial Value Bid commences.

Proponents should read [Section 3](#) to complete their Stage A – Project Bid.

2.2.1 Stage A – Project Bid assessment

The purpose of the Project Bid assessment is to select a shortlist of Project Bids (Project Shortlist) to progress to Stage B – Financial Value Bid.

Assess Eligibility Criteria

Proponents and their Project Bids:

- will be assessed against the Proponent Eligibility Criteria and Project Eligibility Criteria.
- must satisfy each Eligibility Criteria to progress to assessment against Merit Criteria 1 to 4.
- that do not meet all Eligibility Criteria in accordance with [Section 3.1](#) will not be considered further in the Tender.

Assess Stage A – Project Bid Merit Criteria

Proponents and their relevant Project Bids satisfying the Eligibility Criteria will be assessed and scored against the Stage A – Project Bid Merit Criteria.

Proponents are expected to provide documents to support Bids against each of the merit criteria. A non-exhaustive list of expected attachments is provided in the Online Portal.

Proponents will be able to provide indicative departures to the drafting in the draft Project Documents together with the rationale for the indicative departures. The Australian Government and AEMO will consider those indicative departures and publish a revised final pro-forma draft Project Documents at or prior to the commencement of Stage B – Financial Value Bid. Any indicative

departures to the Project Documents provided in Stage A will not be assessed and will only be used for the purpose of considering amendments from the draft Project Documents to the final pro-forma CISA.

Assess Project Bids

Project Bids assessed as being of:

- low merit against any individual Project Bid Merit Criteria may not be further assessed and may not be progressed to the Project Shortlist. As such, it is possible that a Project Bid that ranks, or would have or ranked, highly on the ranked list based on overall weighted score (see below) may not be progressed if it scores low on an individual Project Bid Merit Criteria.
- merit may be progressed to the Project Shortlist in accordance with the below and invited to submit a Stage B – Financial Value Bid.

Following the Stage A assessment, an overall weighted score will be developed for each Project Bid using the weightings in Table 1. Project Bids are ranked based on overall weighted score, and the Project Shortlist is developed considering the ranked list.

Circumstances where a lower ranked Project Bid may be recommended for the Project Shortlist include (but are not limited to):

- where a Project located in one jurisdiction is preferred over a higher ranked Project in another jurisdiction to ensure sufficient competition for the target volume of dispatchable capacity in each jurisdiction.
- where a lower ranked Project better aligns with the Policy Objectives.


Table 1 Stage A – Project Bid Merit Criteria weightings

Merit Criteria (MC)	Weighting
MC1 – Contribution to system reliability and system benefits	40%
MC2 – Project deliverability and timetable	20%
MC3 – Organisational capability to deliver Project	20%
MC4 – Community and First Nations engagement	20%

2.3 Stage B – Financial Value Bids

The Project Shortlist will be invited to submit a Financial Value Bid with the Financial Value Bid form and the relevant Returnable Schedules.

Information to complete

Tender Step	Proponent requirements
Select the relevant hyperlink to learn more	
 <p>Stage B Financial Value</p>	<p>Invited Project Shortlist submit:</p> <ul style="list-style-type: none"> • a Default Financial Value Bid and may submit an Alternative Financial Value Bid via an online Financial Value Bid form with corresponding Returnable Schedules. • Project Documents in the form of an offer for acceptance by the Australian Government capable of execution.⁴ <p>For the avoidance of doubt, Proponents should consider any commitments made under MC 7 to be binding under the Default and Alternative Financial Value Bid.</p> <p><i>Stage B – Financial Value Bid Merit Criteria</i></p> <ul style="list-style-type: none"> • Merit Criteria 5 – Financial value • Merit Criteria 6 – Commercial departures • Merit Criteria 7 – Social licence commitments

Proponents should read [Section 3](#) to complete their Stage B – Financial Value Bid.

AEMO may, at its discretion, amend or request that Proponents amend the permitted Bid Variables or number of Alternative Financial Value Bids at any stage of the Tender Process. In these cases, all Proponents at the relevant stage of assessment will be notified of the conditions and timeframe to prepare their Alternative Financial Value Bids.

2.3.1 Stage B – Financial Bid assessment

The purpose of the Stage B – Financial Bid assessment is to assess the Bids submitted by the invited Project Shortlist to develop a shortlist of Financial Value Bids (Financial Value Shortlist).

Assess Stage B – Financial Value Merit Criteria

Shortlisted Proponents and their Projects will be assessed and scored against the Stage B – Financial Value Bid Merit Criteria (Merit Criteria 5-7).

Default Financial Value Bids and Alternative Financial Value Bids

At Stage B – Financial Value Bid, Proponents must submit a Default Financial Value Bid.

To provide flexibility and encourage commercial innovation, Proponents may submit an Alternative Financial Value Bid, in addition to a Default Financial Value Bid, where the permitted Bid Variables are adjusted. The Alternative Financial Value Bid may differ from the Default Financial Value Bid by proposing different Bid Variables. Alternative Financial Value Bids will be assessed against the same Stage B – Financial Value Merit Criteria.

⁴ Requiring no further changes, including the Bid Entity's details, Bid Entity's execution block, completed social licence commitment schedule and that the Proponent has requisite approvals to enter into the Project Documents.

Table 2 also sets out a non-exhaustive list of the Bid Variables which may be amended for the Alternative Financial Value Bid. Other than amendments to the Bid Variables, the Default and Alternative Financial Value Bids must be identical.

Table 2 Key Commercial Terms and Bid Variables

Key commercial terms (unit)	Default Financial Value Bid	Alternative Financial Value Bid
Support Period Start Date (date)	Bid Variable	
Final Expiry Date (date)	Bid Variable Maximum of 15 years after the earlier of the Commercial Operations Date and the Final Support Commencement Date ⁵	
Bid prices		
Annual Revenue Floor (\$ per annum)	Bid Variable Provided as a schedule of Annual Revenue Floors that vary from the relevant Support Year start date in fixed nominal dollars over the nominated contract term.	
Annual Revenue Ceiling (\$ per annum)	Bid Variable Provided as a schedule of Annual Revenue Ceiling that vary from the relevant Support Year start date in fixed nominal dollars over the nominated contract term.	
Annual Payment Cap (\$ per annum)	Bid Variable Provided as a schedule of Annual Payment Cap that vary from the relevant Support Year start date in fixed nominal dollars over the nominated contract term	
Contracted Percentage (%)	Bid Variable Up to 100%	
Revenue Floor Support Percentage (%)	90%	
Revenue Ceiling Sharing Percentage (%)	50%	

Develop Financial Value Shortlist

Each Financial Value Bid for a Project will be assessed against the same Financial Value Merit Criteria. Where two Financial Value Bids are submitted in respect of a Project, only the higher merit Bid may be progressed in the assessment and included in the Financial Value Shortlist.

Financial Value Bids assessed as being of:

- low merit against any individual Financial Value Merit Criteria may not be further assessed and may not be progressed to the Financial Value Shortlist. As such, it is possible that a Financial Value Bid that ranks, or would have or ranked, highly on the ranked list based on overall weighted score (see below) may not be progressed if it scores low on an individual Financial Value Merit Criteria.

⁵ Each defined in the draft CISA available on the AEMO Services website (www.aemoservices.com.au)

- merit may be progressed to the Financial Value Shortlist in accordance with the below.

Following the assessment, an overall weighted score will be developed for each Financial Value Bid using the weightings in Table 3. Financial Value Bids are then ranked based on overall weighted score, and the Financial Value Shortlist is developed considering this ranked list.


Table 3 Stage B – Financial Value Merit Criteria weightings

Merit Criteria (MC)	Weighting
MC5 – Financial value	70%
MC6 – Contract departures	10%
MC7 – Social Licence commitments	20%

Circumstances where lower ranked Bids may be recommended for the Financial Value Shortlist over higher ranked Bids in the ranked list include (but are not limited to):

- allocation of capacity between SA and Vic, where a Project located in one jurisdiction is preferred over a higher ranked Project in another jurisdiction to avoid concentration of Projects in one or the other jurisdiction.
- where a lower ranked Project better aligns with the Policy Objectives.
- where the Financial Value Shortlist results in geographic, Proponent, or supplier concentration risks. For example, where a Proponent has multiple projects; or a single contractor is supporting multiple Proponents; or multiple Projects are concentrated in one geographic region.

2.4 Stage C – Due diligence and Recommended Bids

Tender Step	Proponent	Tender Process
Select the relevant hyperlink to learn more		
 <p>Stage C Due diligence & Recommended Bids</p>	<p>Proponents may be requested to provide additional information including information identified in Section 5 and the Project Documents may be negotiated.</p>	<p>Due diligence undertaken on all Bids in the Financial Value Shortlist.</p> <p>Recommended Bids are provided to the Australian Government based on the outcomes of the tender assessment process and Project Documents contract negotiation.</p>

Due diligence

Due diligence may be undertaken on Bids at any time – activities may include:

- commissioning or completing relevant research, analysis and modelling to support assessment of Bids.
- contacting any relevant Australian Government, state and territory or other relevant parties about a Bid, Project or Proponent.
- in respect of Bids included on the Financial Value Shortlist:

- compliance of the Proponent and its direct and indirect equity owners with Eligibility Criteria 2, 3, 4, 5 and 6 (and in the case of the equity owners as if the relevant equity owner was a Proponent).
- confirmation of continuing compliance with the Eligibility Criteria.
- re-assessment of any or all Merit Criteria.
- a detailed assessment of project delivery risks against the development milestones bid by the Proponent, corporate and financial capacity and viability assessment and confirmation of compliance with Foreign Investment Review Board and relevant work health and safety and other regulatory requirements.
- a review and assessment of further information to be submitted by the Proponent including information identified in [Section 5](#).

Bids that are the subject of adverse due diligence findings may be excluded from further consideration or, in respect of Bids included in the Financial Value Shortlist, excluded from selection as a Recommended Bid.

Recommended Bids

AEMO may negotiate with Proponents on proposed Project Document departures.

AEMO will make recommendations to the Australian Government about the Recommended Bids, including a form of negotiated Project Documents, consistent with these Tender Guidelines.

2.5 Selection of Successful Proponents

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

Successful Proponents 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. A Proponent is bound by its Bid and, if selected as a Successful Proponent, must enter into any contracts on the basis of the Bid.

The selection of a Proponent as a Successful Proponent does not of itself give rise to an express or implied contract between the Successful Proponent and the Australian Government to provide financial support to the Successful Proponent regarding the relevant Project. No legal relationship will form between the Successful Proponent and the Australian Government (regarding the Australian Government providing financial support to the Successful Proponent regarding the relevant Project) until such time as a binding contract (in the form of the finalised Project Documents) is executed by the parties. The Australian Government, including the Minister, is under no obligation to enter into a contract with a Successful Proponent or any other person. This paragraph is without prejudice to the contract formed between the Australian Government and a Proponent pursuant to [Section 4.1](#) of these Tender Guidelines.

3 Assessment criteria and bid documentation

The assessment criteria comprise the Eligibility Criteria and the Merit Criteria. This Section outlines the information and supporting documentation requirements for each Eligibility Criteria and Merit Criteria.

Proponents should ensure that all the requested supporting documentation is provided in their response to each Eligibility Criterion and Merit Criterion. The Project Bid form, Financial Value Bid form and relevant Returnable Schedules will be provided to Proponents for populating where specified.

It is the responsibility of a Proponent to ensure that its Bid addresses the Eligibility Criteria and Merit Criteria. Bids should not rely on links to external documents or websites, and any such links may not be viewed during assessment.

3.1 Eligibility Criteria (EC)

The Proponent Eligibility Criteria and Project Eligibility Criteria are listed in Table 4 and Table 5, respectively. Proponents must propose one Bid Entity (see EC7) and should also refer to the information contained in [Section 4.24](#) of the Tender Conditions for the requirements of a Proponent. Where such Bid Entity is not the Proponent, the Proponent must also provide equivalent information demonstrating that the Bid Entity also meets (or, when established, will meet) the Proponent Eligibility Criteria (other than EC7).

Where a Bid Entity is established after registration for the Tender, but before submission of a Project Bid, the Proponent must also provide equivalent information demonstrating that the newly established Bid Entity also meets the Proponent Eligibility Criteria (other than EC7).

Each Proponent must provide information as part of its Project Bid which demonstrates that the Proponent and its Project meets all the listed Eligibility Criteria. Project Bids submitted by Proponents that do not meet all Eligibility Criteria will not be considered further in the Tender.

Proponents will be required to confirm compliance with each Eligibility Criteria via the Online Portal during Stage A – Project Bid.

Table 4 Proponent Eligibility Criteria

Item	Criteria
EC1	<p>The Proponent must:</p> <ul style="list-style-type: none"> a) at the time of submitting the Project Bid, hold an Australian Business Number (ABN) and b) be either: <ul style="list-style-type: none"> i) an Australian entity incorporated under the <i>Corporations Act 2001</i> (Cth); ii) A Commonwealth entity under section 10 of the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth); iii) an Australian State or Territory owned (wholly or partly) corporation or a subsidiary of an Australian state or territory owned (wholly or partly) corporation; or

Item	Criteria
	iv) an Australian local government or council or an Australian organisation is purposed with representing and supporting local governments or councils.
EC2	The Proponent must not have had a judicial decision relating to employee entitlements made against it (not including decisions under appeal), where the Proponent has failed to pay any amounts required to be paid following that judicial decision.
EC3	The Proponent must not have been named as an organisation that has not complied with the <i>Workplace Gender Equality Act 2012</i> (Cth).
EC4	The Proponent must not, within the previous 10 years, have been subject to an inquiry by the National Anti-Corruption Commission, or an equivalent State body in a jurisdiction in Australia, where a finding has been made against the Proponent (including that the Proponent has engaged in corrupt conduct).
EC5	The Proponent must not be named as an organisation on the Trade Consolidated List maintained by the Australian Sanctions Office within the Department of Foreign Affairs'.
EC6	If the Proponent is a 'Reporting Entity' under the <i>Modern Slavery Act 2018</i> (Cth) the Proponent must have complied with its obligations under that Act.
EC7	The Proponent must propose one Bid Entity.

Table 5 Project Eligibility Criteria

Item	Criteria
EC8	The Project must be registered, or must state in its application that it intends to register, with AEMO for the central dispatch process under the NER in relation to the South Australia or Victoria region of the NEM.
EC9	The Project must: <ul style="list-style-type: none"> a) have a registered capacity of not less than 30MW; and b) be able to dispatch its registered capacity continuously for a minimum duration of 2 hours.
EC10	The Project's fuel source must either: <ul style="list-style-type: none"> a) 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 b) charge from the NEM; or c) a combination of (a) and (b). Projects that: <ul style="list-style-type: none"> a) are virtual power plants, demand response or other virtual aggregation and flexible loads are not eligible; or b) use native forest wood waste are not eligible.
EC11	The Project was not identified as committed or existing in AEMO Generation Information page published on 23 January 2023, unless it is an expansion project to an existing storage or generation asset or the Project involves the addition of new storage or generation assets to existing shared infrastructure.
EC12	The Project must not be party to (or have been awarded) a long-term (10 years or more) revenue underwriting agreement with the Australian Government or a State or Territory of Australia under which: <ul style="list-style-type: none"> a) 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 (Revenue Support). For the purposes of this Eligibility Criteria, Revenue Support excludes: <ul style="list-style-type: none"> a) revenue associated with certificates created or received under an Australian Government, State or Territory capacity, generation or green certificate scheme; b) financial incentives or payments received from an Australian Government, State or Territory to alter electricity consumption to influence electricity demand; c) investment received from an Australian Government or State or Territory government body; and

Item	Criteria
	d) grants from an Australian Government or State or Territory government body, whether repayable or not.
EC13	<p>The Project must:</p> <ul style="list-style-type: none"> a) have received a network service provider response to a connection enquiry; or b) have executed a connection agreement; or c) be in the process of seeking to amend an existing connection agreement. <p>If a Bid does not meet the above requirements (EC13 Requirements), AEMO may, at its discretion, determine that the Bid satisfies this Eligibility Criteria if the Proponent is able to establish to AEMO’s satisfaction that:</p> <ul style="list-style-type: none"> a) one of the EC13 Requirements is highly likely to be satisfied within a reasonable period of time, having regard to the relevant circumstances, including the stage of development of the Project and the anticipated time to complete the Tender Process; and b) there are exceptional circumstances which justify exercising this discretion.

3.2 Merit Criteria (MC)





Bids will be assessed against the Merit Criteria in [Section 3.2.1](#) and [Section 3.2.2](#).

Proponents will be required to provide responses and supporting documentation against each Merit Criterion. The “what is required” column in each Merit Criteria table details the information Proponents should provide.

Proponents will also be required to provide target (or actual, if applicable) dates for Financial Close and the Commercial Operations Date. These dates should be consistent in Stage A – Project Bid and Stage B – Financial Value Bid.

3.2.1 Stage A – Project Bid Merit Criteria

The Project Bid Merit Criteria and a description of how Proponents can demonstrate the merit of their Project, are listed below.

Select the relevant Merit Criteria to learn more	
	Merit Criteria 1 – Contribution to system reliability and system benefits
	Merit Criteria 2 – Project deliverability and timetable
	Merit Criteria 3 – Organisational capability to deliver Project
	Merit Criteria 4 – Community and First Nations engagement

Merit Criteria 1 – Contribution to system reliability and system benefits

What is assessed	What is required	What we are looking for
<ul style="list-style-type: none"> • A Project’s contribution to system reliability and its impact on the electricity system, including forecasted contribution to avoided unserved energy events. • A Project’s contribution to reduce projected unserved energy will be forecasted through modelling analysis, with consideration of its location and duration. In undertaking this analysis, AEMO may refer to materials published by AEMO and apply it to our assessment. • Proposed technical configuration that may alleviate network congestion and/or provide additional system benefits. 	<ul style="list-style-type: none"> • Technical information about the Project’s connection point, connection type, project size, storage duration and technology type. • Proponents may provide additional information about their Project’s contribution to system reliability and/or system benefits, such as technical reports and/or independent studies. • Proponents may provide qualitative or quantitative evidence on the Project’s ability to alleviate network congestion and provide additional system benefits, such as technical reports and/or independent studies. 	<ul style="list-style-type: none"> • Projects located closer to load centres and/or with longer duration capabilities may demonstrate a stronger contribution to system reliability. • Projects located closer to constrained renewable energy projects or in high renewable energy resource areas that are expected to be constrained in the future may alleviate network congestion. • Projects demonstrating additional system benefits, including but not limited to, system integrity protection services, network support and control ancillary services.

Merit Criteria 2 – Project deliverability and timetable

What is assessed	What is required	What we are looking for
<p>The Project’s technical and commercial progress and pathway to delivery within proposed timeframes including:</p> <ul style="list-style-type: none"> • likelihood that the Project will be able to achieve a Commercial Operations Date (COD) by 31 December 2027; • progress towards achieving key development milestones, including: <ul style="list-style-type: none"> – land tenure rights; – development approvals; – network connection; • progress towards securing equipment and construction delivery partners; • progress towards securing commercial, financing and revenue arrangements; and • understanding of the key development and construction risks and mitigation strategies to achieve COD. 	<p>Development Pathway</p> <ul style="list-style-type: none"> • Evidence of progress to secure land tenure rights (e.g. option agreements). • Demonstrate progress in securing state and federal planning⁶ and grid connection approvals. • Project development plan and schedule (including Gantt chart). • Outline remaining key development, construction, and operations milestones plus identify and address potential development and construction phase risks. <p>Construction contracting</p> <ul style="list-style-type: none"> • Evidence of Project delivery contracting structure and/or commercial delivery model in diagrammatic representation, including all relevant works packages and activities related to procurement and construction of the Project. • Evidence of engagement with construction contractors and 	<ul style="list-style-type: none"> • Land tenure rights secured for all the Project site (e.g. ownership, leases or options). • Advanced progress securing all relevant planning approvals and a pathway for securing any outstanding approvals required. • Advanced grid connection with the relevant network service provider and AEMO in relation to the Project. • Key risks to obtaining grid connection have been identified with appropriate mitigants proposed. • Demonstrates a clear pathway to financing the Project and a clear pathway to achieve COD by 31 December 2027. • Demonstrates a clear understanding of the Project risks associated with reaching COD and identifies appropriate mitigants to resolve or reduce the associated risks. • Evidence of progress towards finalising capital raising activities,

⁶ For example, lodgement, notification, decision notice, including *Environment Protection and Biodiversity Conservation Act 1999* (Cth) if relevant.

What is assessed	What is required	What we are looking for
	<p>equipment manufacturers, such as:</p> <ul style="list-style-type: none"> – EPC contractor engagement (e.g., correspondence, term sheet, early works contracts); – Technical design summaries; and/or – Other activities related to procurement and construction of the Project. <ul style="list-style-type: none"> • An overview of progress toward mitigating cost uncertainty, including an outline of key risks associated with cost certainty. <p>Financing and revenue strategy</p> <ul style="list-style-type: none"> • A financing strategy and a revenue contracting strategy, including: <ul style="list-style-type: none"> – Evidence of financing progress (e.g., approved development funding, approved early construction budget); – A demonstrated track record of the Proponent raising capital and/or engagement of external advisor with demonstrated track record of raising capital; and – An overview of revenue contracting strategy and evidence of progress towards achieving the strategy. • Proponents intending to utilise equity financing or corporate level debt facilities are to provide details of the current availability of such facilities and the level of organisational endorsement and/or approvals for using such facilities concerning the Project (e.g., evidence of engagement with debt/equity financiers, firm financial commitments/ contracts). 	<p>substantiated through supporting documentation.</p> <ul style="list-style-type: none"> • Demonstrates a clear understanding and has identified the required commercial delivery model to develop the Project. • Demonstrates progress toward securing relevant Project agreements (e.g., construction contracts).

Merit Criteria 3 – Organisational capability to deliver the Project

What is assessed	What is required	What we are looking for
<ul style="list-style-type: none"> • The capability, capacity and track record of the Proponent and other relevant entities involved to deliver the Project. 	<ul style="list-style-type: none"> • Diagrams showing the corporate structure for the direct and indirect equity owners of the Proponent and Bid Entity and the contracting structure for each of the Construction Period and 	<ul style="list-style-type: none"> • Proponent and/or delivery partners demonstrate a track record in delivering comparable energy generation and/or storage projects (e.g. case studies of comparable projects,

	<p>Operations Period and/or commercial delivery model.</p> <ul style="list-style-type: none"> • An overview of the credentials and capabilities of the Proponent (and/or Consortium) and its personnel responsible for the delivery of the Project, including information on the track record of the Proponent's relevant projects delivered and/or operated in the last five (5) years. • Procurement strategy and approach for resources required to deliver the Project (and status of contracting), including: <ul style="list-style-type: none"> – consultants and advisors; and – delivery partners. 	<p>list/summaries of previous projects delivered).</p> <ul style="list-style-type: none"> • Detailed and thorough understanding of procurement, including key sources and delivery partners/advisors required to deliver the project, and detail about the availability of these resources and a strategy for procuring these, if not already procured.
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Merit Criteria 4 – Community and First Nations engagement

What is assessed	What is required	What we are looking for
<ul style="list-style-type: none"> • Proponent's approach to community and First Nations engagement. 	<p>Understanding of local stakeholders:</p> <ul style="list-style-type: none"> • Detailed approach to community and First Nations engagement, including communications protocol and complaints management. • Demonstrated understanding of local community and stakeholders, including stakeholder mapping. <p>Engagements to date:</p> <ul style="list-style-type: none"> • Summary of community and First Nations communities' consultation that has occurred to date and identified impacts the Project will have, or may be expected to have, on the stakeholders. • Evidence of having considered or incorporated community and First Nations groups' feedback during project design, development and future implementation. <p>Future engagements:</p> <ul style="list-style-type: none"> • Summary of planned engagement activities in the future. • Approach to local community engagement activities that reflect the potential future impacts on the community. 	<ul style="list-style-type: none"> • Clear identification of impacted communities and stakeholders and demonstration of understanding of the views and any issues or impacts raised, supported by evidence of appropriate local community engagement to date and evidence of early engagement. • Evidence of First Nations best practice engagement and place-based design, where appropriate to the site, including demonstration of culturally aware engagement that has led to or is intended to establish trust and meaningful relationships with relevant representative bodies. • Demonstrated commitment to engaging as early as possible. • Evidence of building trust with impacted communities and First Nations groups.

3.2.2 Stage B – Financial Value Merit Criteria

This section outlines the information required to assess the Merit Criteria for the Financial Value Assessment of shortlisted Proponents. Proponents must submit a [Default Financial Value Bid and may submit an Alternative Financial Value Bid](#).

Each Financial Value Bid will be assessed individually against the same Stage B – Financial Value Merit Criteria, below.

Select the relevant Merit Criteria to learn more	
	Merit Criteria 5 – Financial value
	Merit Criteria 6 – Contract departures
	Merit Criteria 7 – Social licence commitments

Merit Criteria 5 – Financial value

What is assessed	What is required	What we are looking for
<p>Project value and forecast cost across a range of future market scenarios. Assessment considers modelling of several future wholesale electricity market scenarios.</p> <p>Scenarios are developed to ensure Financial Value Bids can demonstrate value across a diverse range of future outcomes.</p> <p>Scenarios are expected to include events where a tight supply and demand balance drive high price or volatility for durations of greater than 2 hours.</p>	<ul style="list-style-type: none"> Completed Returnable Schedule, that includes Key commercial terms as described in Section 2.3, Table 2 – Commercial terms Technical information including: <ul style="list-style-type: none"> Degradation Expected operational guarantee life Fuel source Maximum capacity and storage capacity (if applicable) Target COD Location of Project and network connection point Contract Start and End dates 	<ul style="list-style-type: none"> Projects with a relatively low forecasted cost per MWh. All else being equal, it is expected that the cost of a Project will be reduced where it features: <ul style="list-style-type: none"> Low Annual Revenue Floor Low Annual Revenue Ceiling Low Contracted Percentage Low Annual Payment Cap Projects with a relatively high ability to contribute to reducing wholesale electricity market prices, reduce volatility and ensure reliability. Longer dispatch durations (i.e., beyond 2 hours) are particularly valuable where scenario modelling results in extended high price or volatility events.

Merit Criteria 6 – Commercial departures

What is assessed	What is required	What we are looking for
Materiality of changes to risk allocation and additional	<ul style="list-style-type: none"> Completed departures table (Returnable Schedule), including 	<ul style="list-style-type: none"> Bids which accept the pro forma with no changes to the Project Document risk allocation, i.e.,

<p>administrative burden from the proforma Project Documents.</p>	<p>the reason for requesting each departure.</p> <ul style="list-style-type: none"> • Marked-up and clean version of the Project Documents in a form ready for acceptance, in both Word and pdf. • Where an Alternative Financial Value Bid is to be submitted, only the Bid Variables in the Project Documents have been amended when compared to the Project Documents submitted as part of the Default Financial Value Bid. • Clean versions of the Project Documents in a form ready for execution by the Proponent (i.e. requiring no further changes, including parties' details and execution blocks) and will be considered capable of acceptance. 	<p>minimal to no departures to the proforma Project Document.</p> <ul style="list-style-type: none"> • Where departures are proposed, they may be considered based on the nature and extent of the departure and its impact on: <ul style="list-style-type: none"> – the risk allocation to the Australian Government; – the administrative burden and cost to the Australian Government; and – consistency with the Policy Objectives.
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Departures from the proforma Project Documents that materially increase risk and administrative burden to the Australian Government are not expected to be assessed as high merit. Departures should be limited to those critical to the Proponent’s commercial or technical requirements. All cases should consider the impacts of changing the proposed risk and administrative position in the proforma Project Documents.

Merit Criteria 7 – Social licence commitments

Proponents should consider any commitments made under this Merit Criteria 7 to be binding under the Default and Alternative Financial Value Bid.

What is assessed	What is required	What we are looking for
<p>Social licence commitments to be implemented by Proponents within the Project’s community.</p>	<ul style="list-style-type: none"> • Social licence commitments that consider and seek to address identified issues in the specific local community context as well as the project-specific impacts within the community. • Strategies and activities to demonstrate how social licence commitments will be achieved. • Completed social licence schedule to the Project Documents that is to include any: <ul style="list-style-type: none"> – shared community benefits; – commitments to local employment, including skills and training and labour standards adopted; – commitments related to use of local content, including locally sourced materials and suppliers that support the development of Australian supply chains, including in renewable components as well as materials; and – First Nations commitments. 	<ul style="list-style-type: none"> • Evidence of commitments and shared benefits established, or to be established, with communities and First Nations groups that have a long-lasting and meaningful impact on the beneficiaries. The quality and impact of initiatives is valued over the quantum of initiatives. • Commitments that have considered and incorporated community interests in the design of the initiatives and are tailored specific to the local and/or First Nations communities. • Commitments to local employment and training including the training of apprentices, as well as high labour standards. • Commitments that demonstrate Australian supply chain benefits.

4 Tender Conditions

Compliance with Tender Conditions

The Tender Process is undertaken subject to these Tender Guidelines (including the Tender Conditions outlined in this Section).

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

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

Proponents must ensure all information (including its Bid) which it submits 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 the required information pursuant to these Tender Guidelines, this must be expressly set out in its Bid and the reasons given.

Bids must:

- be in English;
- be submitted in accordance with any format requirements specified in relevant Returnable Schedules;
- be priced in Australian dollars and all pricing must be GST exclusive; and
- use Microsoft Word .docx and Excel .xlsx formats where Word and Excel Returnable Schedules are to be submitted and, where specified in these Tender Guidelines, pdf format.

Additional instructions or materials

The Australian Government or AEMO may issue additional instructions or materials such as Addenda, Returnable Schedules, guidance notes or legal documentation (including the Project Documents) ahead of the relevant Project Bid Closing Date and Time or Financial Value Bid Closing Date and Time (as applicable). These additional instructions or materials may be issued at the Australian Government's discretion.

Other considerations

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

- during the phase identified in [Section 2.4](#), any matters revealed as a result of the Australian Government's or AEMO's own investigations or analysis in assessing the Bids;
- elements of a Proponent's response to one Criterion when assessing another Criterion. This includes the consistency of the Proponent's Bid with the information provided in its response;
- continuing compliance with the Eligibility Criteria and re-assessment of any or all Merit Criteria.

4.1 Application and agreement to comply with these Tender Guidelines

By taking part in the Tender Process, the Proponent and each Consortium Member agrees to be bound by these Tender Guidelines. To the extent that the Proponent or a Consortium Member does not agree to be bound by these Tender Guidelines, it must not take any further part in the Tender Process. Proponents or Consortium Members that do not agree to be bound by these Tender Guidelines will not be permitted to submit Bids.

Participation by a Proponent and its Consortium Members in the Tender Process is subject to each of them complying with these Tender Guidelines.

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

By taking receipt of the Tender Guidelines and participating in the Tender Process, each Proponent (and each Consortium Member and its or their Associates) (without limitation):

- a. is deemed to accept, acknowledge, and agree:
 - i. to comply with and be bound by these Tender Guidelines;
 - ii. to comply with all applicable Laws; and
 - iii. that information provided to the Australian Government and/or AEMO during the Tender Process is for the benefit of the Australian Government; and
- b. must ensure that it and its Consortium Members and its or their Associates comply with and are bound by the Tender Guidelines.

These Tender Guidelines apply to:

- c. other information given, received, or made available arising from or in connection with these Tender Guidelines and/or the Tender Process, including any Addenda;
- d. the Tender Process and the participation of each Proponent and its Consortium Member and its or their Associates in the Tender Process; and
- e. 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 Consortium Member or its or their 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 a Proponent, Consortium Member and/or its or their Associates in the Tender Process.

4.2 Interpretation

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

- a. 'includes' in any form is not a word 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 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 Eastern Standard Time (AEST), 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, where 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;
- 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. where the Proponent comprises more than one person or is a consortium, the obligations and Liabilities of the Proponent, under the Tender Guidelines including Tender Conditions or under the process deed poll apply to the Proponent, and each Consortium Member 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 and/or the process deed poll;
- m. if the Tender Guidelines or the process deed poll purport 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

- o. a reference to the Australian Government or to AEMO includes their officers, employees, servants, agents, contractors, consultants, nominees, licensees or advisers.

4.3 Not an offer

The Proponent, each Consortium Member and its or their Associates acknowledge and agree that:

- a. these Tender Guidelines are not an offer and are not an offer to enter into any Project Document with any recipient of these Tender Guidelines;
- b. are an invitation for persons to submit a Bid only; 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 4.1](#) and the process deed poll, 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 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.

The Australian Government or AEMO will not under any circumstances be liable for any costs incurred by any person (including Proponents, Consortium Members or its or their respective 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.

4.4 Liability

Except as otherwise expressly provided in the Tender Guidelines, no Proponent, Consortium Member and its and/or their respective Associates are 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);
- 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 for the award of any Project Documents;
- f. the Disclosed Information, 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 the 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 in respect of any Proponent, Consortium Members or their respective Associates, Bids or Projects.

The Proponent (and each Consortium Member) 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, a Consortium Member and/or its or their 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 Claim brought by the Proponent, a Consortium Member or any of their respective Associates against the Australian Government or any of its respective Associates with respect to any of the matters or events identified in this [Section 4.4](#); or
- c. (where 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, a Consortium Member or any of its or their respective Associates.

Without limiting the foregoing, Proponents, Consortium Members and their respective Associates represent and warrant that they will have no Claim, and will not bring any Claim, against the Australian Government or AEMO 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, Consortium Members and their respective Associates each acknowledge and agree that the Australian Government and AEMO have relied on the representation and warranty set out above in deciding to consider a Bid.

4.5 No warranty

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

- a. make any warranties or representations (express or implied), or assume any duty of care, or accept any Liability with respect to the completeness, accuracy, adequacy or currency of the Tender Guidelines or the Disclosed Information;
- b. make any warranty or representation 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. accept responsibility or are liable in any way for any loss or damage 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, Tender Process, any Project, any Disclosed Information, in preparing any Bid, or in the conduct of, participation in or outcome of the Tender Process.

4.6 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 parties unless that representation is expressly incorporated into any final Project Documents entered into in respect of the Project.

4.7 Compliance with protocols

Each Proponent and Consortium Member must, and agrees to procure that each of its Associates will, 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 provided for by the Australian Government or AEMO consistent with these Tender Guidelines.

4.8 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 for the Australian Government and AEMO.

This Disclosed Information is provided solely to enable Proponents, Consortium Members and its or their Associates to consider the opportunity and to prepare and submit Bids.

The Proponent, each Consortium Member and its or their Associates must:

- a. only disclose Disclosed Information to a person who has a need to know (and only to the extent that each 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 clause).

The obligations of confidentiality under this [Section 4.8](#) do not apply to the Proponent and each Consortium Member (and each of its or their 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, provided that that person:
 - i. immediately 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 and each Consortium Member must:

- a. ensure, at all times, that each person to whom Disclosed Information has been disclosed in accordance with this [Section 4.8](#) complies with the requirements of confidentiality in these Tender Guidelines;

- b. notify the Australian Government or AEMO immediately if it becomes aware of a suspected or actual breach of this [Section 4.8](#) or any unauthorised disclosure or use of the Disclosed Information; and
- c. immediately take all reasonable steps to prevent or stop any such suspected or actual breach or unauthorised disclosure or use.

A Proponent, Consortium Member and each of its or their Associates must not disclose Disclosed Information to any person who is involved with a Competing Proponent.

At any time, the Australian Government or AEMO may request the Proponent, the Consortium Members or any of its or their respective 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 discretion and the Proponent, the Consortium Members or any of its or their respective Associates must enter into that agreement or deed within 10 Business Days after being requested to do so.

4.9 Intellectual Property Rights

Unless otherwise indicated in these Tender Guidelines, the Australian Government or AEMO (as applicable) own such IP Rights as may exist in these Tender Guidelines and the Disclosed Information. Proponents, Consortium Members and its or their respective Associates are permitted to use and copy these Tender Guidelines and the Disclosed Information for the sole purpose of considering the opportunity set out in this Tender Process and preparing and submitting a Bid.

Upon submission of a Bid in this Tender Process, each Bid becomes the property of the Australian Government. A Proponent will retain all ownership rights in any IP Rights contained in each Bid it submits. The submission of a Bid does not transfer to the Australian Government or AEMO any ownership interest in the Proponent's IP Rights, or give the Australian Government or AEMO any rights in relation to the relevant Bid, except as expressly set out below. Neither the Australian Government nor AEMO will not return any Bid, or the media on which they are contained (or copies), to Proponents.

By submission of a Bid, the Proponent (and each Consortium Member and its and their Associates) grants the Australian Government and AEMO an irrevocable, perpetual, non-exclusive, transferable, 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 and negotiating Bids, supporting the Australian Government's and AEMO's due diligence and strategic risk-assessment for the Tender Process, and otherwise facilitating the competitive tender pursuant to the Tender Process; and
- b. providing generalised learnings and improvements to any future tender processes, including any Tender Guidelines and other tender documentation, on a de-identified basis.

The Proponent (and each Consortium Member and its and their Associates) warrants that it has the authority to grant the licence contemplated in this [Section 4.9](#) and 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 or rights of any person. The Proponent (and each Consortium Member) must 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 4.9](#).

Further, in submitting any Bid, the Proponent accepts 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);
- b. the value of the successful Bids; and
- c. the Proponent's name together with the provisions of the Project Documents generally.

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

4.10 Others to be bound

A Proponent must ensure that each of its Consortium Members and each of its or their respective Associates to whom they supply these Tender Guidelines and/or any Disclosed Information or which participate in the Tender Process agrees to be bound by the Tender Guidelines and complies with these Tender Guidelines.

4.11 Continuing obligations

The obligations of a Proponent (and each Consortium Member and their respective Associates) under these Tender Guidelines survive the termination or expiration of the Tender Process and the Project.

4.12 Illegible content, alteration and erasures

Incomplete Bids may be disqualified 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 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 Proposal where that error becomes known or apparent after the relevant 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.

4.13 Requests for clarifications and further information

If a person finds any discrepancy, error or has any doubt as to the meaning or completeness of these Tender Guidelines, the Disclosed Information or the Tender Process it must, (or requires clarification on any aspect of these Tender Guidelines, the Disclosed Information or the Tender Process, it may) notify AEMO in writing through the process described in [Section 4.39](#). That notice must be provided as soon as reasonably practicable after that discrepancy, error or doubt as to meaning or completeness is discovered and in any event not less than 5 Business Days prior to the Project Bid Closing Date and Time (during the Project Bid preparation stage) or Financial Value Bid Closing Date and Time (during the Financial Value Bid preparation stage).

AEMO or the Australian Government may make identified questions and clarifications available to all Proponents in accordance with [Section 4.39](#). AEMO or the Australian Government may also publish an Addendum to all Proponents at any time including to clarify the discrepancy, error, doubt or query (as the case may be) and may extend the Tender Registration Closing Date and Time and/or any relevant 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 its rights not to respond to any question or request, irrespective of when it is received.

No representation or explanation to Proponents or the Consortium Members 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, Consortium Member or any of its or their respective 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 and 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, 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, Consortium Members or any of its or their respective 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 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 to the Proponent, Consortium Members or any of its or their respective Associates may also be provided by or on behalf of the Australian Government to a Competing Proponent.

Nothing which occurs at a meeting may be relied on by the Proponent, Consortium Members and/or its or their respective 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 (including a shortlist of 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 evaluating the cost and risk to the Australian Government of accepting the relevant Bid. Failure to supply clarification or information to the satisfaction of the Australian Government and AEMO may render a Bid liable to disqualification.

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, a Proponent:

- a. agrees that the Australian Government and AEMO may (and consents to and authorises each of the Australian Government and AEMO) to undertake investigations, seek further information about, and enquire into, the Proponent, any Consortium Member and its or their 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, its Consortium Members and its or their Associates (including from any Government Agency) and acknowledges that any additional information may be taken into account in the evaluation of Bids (including as described in [Section 2.4](#));
- b. agrees that the Australian Government and AEMO may and consents to an authorises each of the Australian Government and AEMO to undertake investigations, seek further information about, and enquire into the status of the network connection process, Generator Performance Standard (GPS) Compliance and technical information with AEMO or relevant network service provider, may ask AEMO to assess the portfolio impact of Projects on the network through detailed power systems modelling, consents to AEMO providing such information for the purposes of section 54B of the National Electricity Law, and acknowledges that any additional information obtained may be taken into account in the evaluation of Bids (including as described in [Section 2.4](#)); and
- c. acknowledges and agrees that the Proponent shall 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.

Prohibited Conduct

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

- seek or obtain the assistance of the Australian Government (or any person who has been an Associate of the Australian Government or AEMO within the 12 months prior to the Registration Date) or AEMO in the preparation of a Bid (other than as permitted under these Tender Guidelines); or
- 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 or their absolute discretion, immediately disqualify a Proponent, Consortium Member or an Associate of one or more of them, that it believes has sought or obtained such assistance.

4.14 Conflict of Interest

Primary obligation in relation to conflicts of interest and notification requirements

A Proponent, each Consortium Member and its or their Associates must not place themselves in a position that may or does give rise to an actual, potential or perceived conflict of interest between the Australian Government or AEMO and the Proponent's, Consortium Member's or Associate's interests during the Tender Process.

Subject to and in accordance with [Section 4.39](#), all notifications required to be made by Proponents, Consortium Member or its or their Associates (as applicable) to the Australian Government and AEMO under this [Section 4.14](#) or otherwise in relation to an actual, potential or perceived conflict of interest relating to the Tender Projects or Project, must be made using, and consistent with, the conflict of interest form made available to registered Proponents on the Online Portal.

In respect of a Proponent, Consortium Member or their Bids or Projects, if any:

- actual, potential or perceived conflict of interest; or
- fact, matter or thing which may have an adverse effect on the Tender Process, probity or perception of probity, arises in respect of the Tender Process or in respect of the Project, arises or is discovered, the Proponent, Consortium Member or its or their Associate, as relevant, must:
 - promptly notify the Australian Government and AEMO of the actual, potential or perceived conflict of interest or adverse effect;
 - 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 interest or adverse effect, including any information reasonably requested by the Australian Government or AEMO in relation to that conflict of interest or adverse effect; and
 - take any steps that the Australian Government or AEMO reasonably require to address that conflict of interest or adverse effect.

Conflicts of interest between Competing Proponents

Each Proponent (and each Consortium Member and its and their Associates) acknowledges and agrees in relation to their Bids or Projects:

- a. that except as may be consented to by AEMO in writing (either conditionally or unconditionally and at the Australian Government's absolute discretion), the Proponent and each of the Consortium Members and its or their Associates (as applicable) is not and must not become a member of, or otherwise be involved with, a Competing Proponent or Consortium Member of a Competing Proponent or an Associate of the Australian Government or involved with the Australian Government or AEMO, in each case in respect of the Tender Process; and
- b. to immediately notify AEMO if:
 - i. if it receives confidential information of a Competing Proponent or Consortium Member or Associate of a Competing Proponent (such notice to include the nature and extent of the confidential information);
 - ii. it becomes involved with a Competing Proponent or Consortium Member of a Competing Proponent or an Associate of the Australian Government in respect of the Tender Process;
- c. warrants that no actual, potential or perceived conflict of interest has arisen or will arise in respect of the performance by a person within the Proponent or relevant Consortium Member or its or their Associates in respect of the Tender Process; and
- d. that the Australian Government or AEMO has the right to exclude the Proponent and/or individual Consortium Members and Associates from the Tender Process for breach of this [Section 4.14](#).

Conflicts of interest regarding Associates

In addition to the primary obligation on Proponents above in this [Section 4.14](#), 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 Consortium Members and/or Associates and the Proponent must provide the list or lists requested within 2 Business Days after receipt of any such request from the Australian Government or AEMO.

Each Proponent (and each Consortium Member and its and their Associates) acknowledges and agrees that it, its Consortium Members and its and their Associates must not be a Competing Proponent or Consortium Member or Associate of a Competing Proponent or Consortium Member of a Competing Proponent or an Associate, or of the Australian Government unless:

- a. the Proponent has first notified AEMO of that fact;
- b. the Proponent has received written consent from AEMO (either conditionally or unconditionally and at AEMO's absolute discretion) to the relevant person being an Associate for both the Proponent or a Consortium Member and the Competing Proponent, Consortium Member or the Australian Government (as applicable);
- c. the Proponent has provided written confirmation to the Australian Government 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 have been implemented by the relevant parties to the Australian Government's satisfaction.

If at any time the Australian Government rejects the Conflict Protocols, or the affected Proponent, Consortium Member and/or its or their Associate fails to observe such agreed arrangements, then the Australian Government reserves the right (without limitation to any other discretion or action) to terminate the Proponent's or any Consortium Member's further participation in the Tender Process.

Conflicts of interest between the Australian Government and a Proponent

In addition to the primary obligation on Proponents, Consortium Members and Associates above in this [Section 4.14](#), a Proponent (in relation to its Bid or Project) must promptly notify the Australian Government and AEMO of any relationship the Proponent or Consortium Member or their respective Associates may have with any entity involved or connected with the Project or the administration of the Tender Process, 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 continue to evaluate) a Bid of a Proponent if the Australian Government believes that the Bid was prepared (in whole or in part) by person where that person:

- a. is or was an Associate of, or otherwise engaged by, the Australian Government at any time during the 12 months immediately preceding the Registration Date; or
- b. 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 Project 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 and/or preparation of its Bid. Where 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.

Industry Members of AEMO

Notwithstanding anything to the contrary in these Tender Guidelines, the fact that a Proponent, its Consortium Members or its or their Associates is an industry member of AEMO Limited will be ignored for the purpose of determining whether an actual, potential or perceived conflict of interest exists between the Australian Government or AEMO and the Proponent's, Consortium Member's or Associate's under these Tender Guidelines interests during the Tender Process.

4.15 No anti-competitive conduct

Proponents, Consortium Members and its or their respective Associates must 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; and
- d. the conduct of negotiations between the Australian Government and the Proponent or a Competing Proponent,

in each case in respect of the Tender Process.

For the purposes of this [Section 4.15](#), collusion, anti-competitive conduct or any other similar conduct may include access (or seeking access) to, disclosure, exchange and clarification of

information related to this Tender Process whether or not such information is confidential to the Australian Government or AEMO, any Competing Proponent or Consortium Member or any person or organisation.

Without limiting the foregoing, each Proponent, each Consortium Member and its and their Associates acknowledges and agrees it must not attempt to obtain any advantage for itself or any other person or entity by seeking information other than through the means set out in the Tender Guidelines, or by 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 its absolute discretion, immediately disqualify a Proponent, a Consortium Member or any of its or their respective Associates if that Proponent, Consortium Member or Associate (as applicable) has engaged in any collusion, anti-competitive conduct or any other similar conduct in respect of the Tender Process.

4.16 Submitting a bid

A Bid must meet the requirements for submission set out in these Tender Guidelines.

4.17 Change to Proponent structure and Consortium Members

The Proponent must notify AEMO promptly in writing of any change in:

- a. the structure or ownership of a Proponent, including any Consortium Member or Bid Entity (excluding changes in ownership of a listed entity);
- b. the appointment, termination or replacement of a Proponent, Consortium Member 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, Consortium Member or Bid Entity.

All notifications required to be made by Proponents to AEMO under this [Section 4.17](#) or otherwise in relation to a change in Proponent or Consortium Member's structure, ownership, that appointment, termination or replacement or that change in scope of terms of appointment as applicable, must be made using, and consistent with, the General Notification Form available to registered Proponents on the Online Portal.

Upon receipt of any notice pursuant to this [Section 4.17](#), the Australian Government or AEMO reserve the right (without limitation) to any other discretion or action to:

- a. require the relevant parties 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 any Consortium Member'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 Project Bid, changes to the Proponent's and/or to Consortium Members structure, ownership, that appointment, termination or replacement or that change in scope of terms of appointment as applicable must not be made without the Australian Government's or AEMO's prior written consent.

4.18 Material disclosures

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 from:

- a. AEMO; and
- b. the Australian Government'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 the AEMO website or by direct communication to Proponents.

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

Each Proponent (and each Consortium Member and its and their Associates) acknowledges and agrees that it has been made aware of the matters outlined in this [Section 4.18](#).

4.19 Proponents to perform own due diligence

The Proponent, Consortium Members and its and their respective Associates must carry out all relevant investigations, make their own review and evaluation, and examine and acquaint themselves in respect of:

- 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.

Each Proponent (and each Consortium Member and its and their Associates) acknowledges and agrees that, except where expressly stated otherwise, the Australian Government and AEMO have not verified the information contained in these Tender Guidelines and the Disclosed Information, and such information should not be regarded as a substitute for the exercise of their own judgement by each Proponent, Consortium Member and its or their respective Associates.

The Proponent, Consortium Members and its or their respective Associates 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, Consortium Members and their respective Associates 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 each Consortium Member and its and their Associates) is taken to have:

- a. read and understood the requirements of the Tender Guidelines;
- b. made all reasonable enquiries, investigations and assessment 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 and their 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 NEL, NEM, the NER, or any other applicable Laws, procedures or policies.

4.20 Bids Commercial-in-confidence

The Australian Government and AEMO will retain all Bids and may copy and distribute at any time Bids for the purposes of conducting the Tender Process, including negotiation and evaluation of Bids, and to support its and their due diligence and strategic risk- assessment. Bids will be treated as confidential and will not be disclosed outside the Australian Government and AEMO unless it is:

- a. required or permitted by Law, or in the course of legal proceedings;
- b. in respect of information which is publicly available, or becomes publicly available other than through a breach of this provision;
- c. 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. the distribution of bids received across each merit criteria;
 - iii. the levels of scoring or price from Bids, including as they may delineate successful and unsuccessful bids; or
 - iv. 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 or State ministers or their advisers, any relevant parliament, parliamentary committee, ombudsman or anti-corruption commission (or similar body in any jurisdiction);
- f. consistent with the Commonwealth's or any State's ordinary transparency or reporting processes; or
- g. to the Australian Government's Associates including Government agencies and entities, insurers or subject matter experts, for any purpose described in [Sections 4.21](#) and [Section 4.22](#).

4.21 Use of Bids

The Proponent (and each Consortium Member and its and their Associates) grants the Australian Government and AEMO an irrevocable, perpetual, non-exclusive, transferable, 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. for the purpose of negotiation, evaluation and undertaking due diligence and review and a strategic risk assessment of the relevant Bid;

- b. evaluating and negotiating Bids, supporting the Australian Government's and AEMO's due diligence and strategic risk-assessment for the Tender Process, and otherwise facilitating the competitive tender pursuant to the Tender Process; and
- c. providing generalised learnings and improvements to any future tender processes, including any Tender Guidelines and other tender documentation, on a de-identified basis.

The Proponent (and each Consortium Member and its and their Associates) warrants that it has the authority to grant the licence contemplated in this [Section 4.21](#) and 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 or rights of any person. The Proponent (and each Consortium Member) must 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 4.21](#).

4.22 No amendment

A Proponent may not amend its Bid after it has been submitted, unless invited or requested to do so by the Australian Government or AEMO.

4.23 Withdrawal of Bid

A Proponent who wishes to withdraw or revoke a Bid must immediately notify the Australian Government or AEMO of that fact. Upon receipt of such notification, the Australian Government and AEMO will cease to consider that Bid.

4.24 Bid Entities

Persons are permitted to form a consortium to participate as a Proponent and deliver the Project to the Australian Government and AEMO.

The Proponent and each Consortium Member warrants that its Bid accurately identifies the Proponent (including its corporate structure and structure and membership of the Proponent), any Consortium Members, and its and their respective Associates.

Proponents are also required to nominate a Bid Entity in accordance with the [Proponent 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.

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

Following announcement of the Tender Process, where the Bid Entity is available for registration at commencement of participation in the Tender Process (regardless of whether it is owned by a consortium or single entity) then that Bid Entity is the Proponent for the purposes of these Tender Guidelines.

Where Bid Entity is not available to register to participate in Tender Process

Following announcement of the Tender Process, if a Bid Entity is not available for registration at the commencement of participation in the Tender Process (e.g., a special purpose vehicle is intended to be incorporated later in the Tender Process), then the legal entity who registers a Project on the Online Portal will be (unless otherwise agreed with the Australian Government) the Proponent for the purposes of the Tender Process.

4.25 No requirement to return

Each Proponent (and each Consortium Member) acknowledges and agrees that the Australian Government will not be required to return the Bid, or any documents, materials, articles and information submitted by or on behalf of the Proponent or any Consortium Member as part of, or in support of, its Bid.

4.26 No reimbursement of costs

A Proponent and each of its Consortium Members and its or their Associates' participation or involvement in any part or the whole of the Tender Process is at the sole cost and risk of the Proponent, Consortium Member and/or Associate as applicable.

Neither the Australian Government nor AEMO will be responsible for, and no Proponent or Consortium Member (including its or their respective Associates) is entitled to be reimbursed for or to make a Claim for, any expense, Liability, cost or loss incurred arising from or in connection with or related to considering the opportunity, the preparation and/or submission of a Bid, or participation or involvement in the Tender Process, including any expense, Liability, cost or loss 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.

4.27 No publicity

Except to the extent required by Law, or the binding requirement of a recognised stock exchange, a Proponent and its Consortium Members must not, and must procure that their Associates do 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 in its absolute discretion.

4.28 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.

Each Proponent, Consortium Member and their respective 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 the lower priced, higher-ranked, or otherwise;
- e. make a recommendation (or not make a recommendation) in respect of any Bid at any stage of the Tender Process, including making a recommendation (or not making a recommendation) to award a Proponent which had (or did not have) the highest ranked Bid as against the Eligibility Criteria or the Merit Criteria;
- f. make or not make any decision as to the awarding of a Project Documents to a Bid or Project including those which are recommended to the Australian Government;
- 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 person's participation in the Tender Process if the Australian Government or AEMO forms the view that the person (or their Associate) 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, Consortium Member or any other person from continued participation in the Tender Process in the event that a Proponent, Consortium Member 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 Consortium Member at any time and the Australian Government or AEMO may, at their sole discretion, take such information, material, clarification or explanation into consideration in its evaluation of a Bid;
- j. if additional information is required by the Australian Government or AEMO pursuant to sub-paragraph (i) and 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 available;
- k. waive any or all (in whole or in part) of the obligations of a Proponent, Consortium Members or its or their respective Associates (or a Competing Proponent or Consortium Member or its or their Associates) under the requirements under these Tender Guidelines;
- l. consider and accept a Bid regardless of whether any Proponent, Consortium Member or any of its or their respective Associates has breached or not complied with the Tender Guidelines and despite the existence of departures from the Tender Guidelines or technical specifications 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 which is submitted at any time after the relevant Closing Date and Time or which is submitted otherwise than in accordance with these Tender Guidelines;
- q. accept or reject any clarification question or request for a meeting which is lodged by a person in respect of the Tender Process after the time and date specified, or otherwise in the manner specified, in these Tender Guidelines as the closing date and time for such questions or requests;
- r. extend any time or date specified in these Tender Guidelines;
- s. call for new Bids;
- t. negotiate with any Proponent or Consortium Member or any Competing Proponent or Consortium Members of the Competing Proponent on any matter the Australian Government or AEMO may determine, including allowing some Proponents, Consortium Members or Competing Proponents or Consortium Members of the Competing Proponent to clarify, alter, amend, add to or change its Bid after the relevant Closing Date and Time without offering the same opportunity to one or more other Proponents;
- u. in evaluating any Bid, preparing the Project Shortlist, Financial Bid Shortlist or selecting a Successful Proponent, have regard to:
 - i. past performance and corporate history of any Proponent, Consortium Member or any of its or their respective Associates;
 - ii. information concerning a Proponent, Consortium Member or its or their respective Associates which is in the public domain, or which is obtained by the Australian Government or AEMO through its or their own investigations;
 - iii. information provided by a Proponent or Consortium Member in response to a particular Eligibility Criteria or Merit Criteria for the purpose of evaluating other criteria; or
 - iv. any other matters arising from investigations (including probity investigation) by the Australian Government or AEMO, interviews with Proponents or Consortium Members, or responses to clarifications by Proponents or Consortium Members and without notifying the Proponent or a Consortium Member and/or Associate (if applicable) of that information;
 - 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 one or more of the Proponents or Consortium Members or Competing Proponents or Consortium Members of the Competing Proponent 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;
- aa. otherwise take any such other action as it considers appropriate in relation to the Tender Process.

4.29 Bids binding

The Proponent (and each Consortium Member) acknowledges and agrees that:

- a. notwithstanding [Section 4.23](#), each Financial Value Bid (together with its Project Bid):

- i. will constitute an offer from the time the Financial Value Bid is submitted up to and including the last date of the Validity Period; and
 - ii. shall remain open for acceptance for the duration of the period referred to in this [Section 4.29](#) notwithstanding that a Proponent is not appointed as the Successful Proponent;
- b. the Bid Entity is 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 Financial Value Bid; and
 - c. has had full access to and fully considered, and satisfied itself of, all relevant legal, technical, accounting, commercial, financial and insurance advice and matters relevant to its decision to enter into such documentation.

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

Without limiting [Section 4.28](#), the Proponent, Consortium Members and its or their respective Associates acknowledge and agree 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 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.

4.31 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 its 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 identified by the Australian Government or AEMO in the notice seeking that information.

4.32 Recommended Bids and Successful Proponents

Prior to the recommendation 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, its Consortium Members or its and their Associates. This stage of the process could include finalising documentation with either the Australian Government or AEMO. Where applicable, the Proponent, the Consortium Members and its and their Associates must use reasonable endeavours and provide all reasonable assistance to finalise 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 and is without prejudice to the Australian Government's right to finalise the Project Documents or to enter into the Project Documents with any other Proponent or any other person.

4.33 Material changes in circumstances

The Proponent must notify AEMO promptly in writing:

- a. of any event which may affect or have an impact on the capability, financial position or capacity of the Proponent, any Consortium Member or its or their Associates or the ability of the Proponent, its Consortium Members and its or their Associates to continue to participate in the Tender Process or comply with these Tender Guidelines;
- b. of any circumstances which 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 Consortium Member's or its or their Associate) participation in the Tender Process; or
- c. if, after lodgement of its Bid, there is 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 Consortium Member.

Upon receipt of any notice pursuant to this [Section 4.33](#), the Australian Government reserves the right (without limitation to any other discretion or action) to:

- a. assess the information provided in that notice and terminate the further participation of that Proponent, Consortium Member or its and their Associates in the Tender Process; or
- b. invite the Proponent to amend its Bid accordingly.

4.34 No obligation to enter in 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 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.

4.35 Debriefing and disclosure

The Australian Government or AEMO, at its discretion, may (but is under no obligation to) debrief any unsuccessful Proponent (and any Consortium Member) as to the evaluation of that Proponent's Bid. Any such debriefing will focus solely on the Proponent's Bid 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 are under any obligation to give reasons for the non-acceptance of that Proponent's Bid.

Neither the Australian Government nor AEMO are under any obligation to disclose to any Proponent (and any Consortium Member) or any of its or their respective Associates, any discussions or negotiations the Australian Government or AEMO has had with any other Proponent, Consortium Member or its or their Associates or any amendments, additions or other changes the Australian Government or AEMO have allowed any other Proponent or Consortium Member to make to its Bid, and is not obliged to enter into similar discussions or negotiations with the Proponent, Consortium Members or its or their Associates or allow or require amendments, additions or changes to be made to its Bid.

4.36 Complaints

- a. Any complaints arising out of or in connection with these Tender Guidelines or the Tender Process must be lodged immediately 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 of the complaint (and the specific issues) affect 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 Adviser; 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.

4.37 Addenda

Each Proponent (and each Consortium Member and its and their Associates) agrees that:

- a. at any time during the Tender Process, the Australian Government or AEMO may, at its 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 (and any Consortium Member and its or their Associates) as a consequence of the exercise of, or failure to exercise its right to issue any such Addendum; and
- c. the Proponent ensures that it prepares its Bid to take into account and reflect the content of any such Addendum.

4.38 Severability

If any provision of the Tender Guidelines is held to be invalid, unenforceable or illegal for any reason, the Tender Guidelines shall remain otherwise in full force and effect apart from such provision which shall be deemed deleted only to the extent required to remedy such invalidity, unenforceability or illegality.

4.39 Communications

Communications from the Proponent (including any Consortium Member or Associate) to the Australian Government and AEMO regarding this 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 this 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 of which 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). For the avoidance of doubt, the submission of a Bid in accordance with these Tender Guidelines does not constitute a communication to the Australian Government or AEMO for the purposes of this [Section 4.39](#).

The Proponent and any Consortium Member acknowledges and agrees that it will not, and that it will ensure that its or their Associates do not, make contact with 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.

4.40 Process Agent

Each Consortium Member that does not have its registered office in Australia irrevocably:

- a. nominates the Proponent as its agent to receive service of process or other documents in any action in connection with the Tender Process; and
- b. agrees that service on that agent will be sufficient service on it.

4.41 Governing Law

These Tender Guidelines and the Tender Process are governed by the laws applying in the Australian Capital Territory, Australia. Each Proponent (and each Consortium Member) must comply with all relevant Laws and Approvals in preparing and submitting its Bid and in taking part in the Tender Process.

5 Commonwealth Policies and Other Requirements

Proponents are required to comply with the Commonwealth policies and other requirements as set out in this Section 5. Please note that some of the Commonwealth policies and requirements identified below have been modified to suit the subject matter of the Tender Process. The representations, warranties and information referred to below must be provided by the Proponent as and when requested to do so as part of the Tender Process.

5.1 Shadow Economy Policy

- a. Proponents are referred to the Shadow Economy Procurement Connected Policy issued by the Commonwealth Government.
- b. Proponents will be required as part of the Tender Process to provide Valid and Satisfactory Statements of Tax Records referred to in that policy for the Bid Entity and any other person identified in that policy.

5.2 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).
- b. Proponents will be required as part of the Tender Process to represent and warrant whether or not it or the Bid Entity is a 'Relevant Employer' within the meaning of WGE Act and if so, provide the Australian Government with a current letter of compliance with the WGE Act issued by the WGEA.

5.3 Employee Entitlements

Proponents will be required as part of the Tender Process to represent and warrant whether or not it or any Bid Entity has any judicial decision against it (including overseas jurisdictions but excluding judgments under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid.

5.4 Significant Event

- a. Proponents are referred to section 5 of Schedule 11 of the draft CISA.
- b. Proponents will be required as part of the Tender Process to represent and warrant whether or not there is any 'Significant Event' as defined in [Section 6](#).

5.5 Prohibited Dealings

- a. Proponents are referred to section 10 in Schedule 11 of the draft CISA.
- b. Proponents will be required as part of the Tender Process to represent and warrant whether it and/or any Bid Entity is or is not (as applicable) a Prohibited Entity.

5.6 Modern Slavery

- a. Proponents are referred to the Modern Slavery Act 2018 (Cth) (MS Act).
- b. Proponents will be required as part of the Tender Process to represent and warrant whether or not it or the Bid Entity is a 'Reporting Entity' within the meaning of MS Act and if so, that the Proponent and the Bid Entity has complied with its obligations under the MS Act.

6 Glossary

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

Term	Definition
Addendum	Any document issued by or on behalf of the Australian Government after the date of these Tender Guidelines and labelled as an “Addendum” to these Tender Guidelines; collectively known as “Addenda”.
AEMO	AEMO Limited and AEMO Services, or either of AEMO Limited or AEMO Services.
AEMO Limited	Australian Energy Market Operator Limited (ABN 94 072 010 327).
AEMO Services	AEMO Services Limited (ABN 59 651 198 364).
AEDT	Australian Eastern Daylight Time.
AEST	Australian Eastern Standard Time.
Alternative Financial Value Bid	The document submitted by a Proponent following a Project Bid, being the mandatory part of a Financial Value Bid but with the only changes being to the permitted Bid Variables, as described in Section 2.3 of these Tender Guidelines including any Returnable Schedules, together with any additional information submitted by the Proponent.
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.
Associates	<p>In relation to a person, any Related Body Corporate of that person or any officer, employee, agent, contractor, servant, consultant, nominee, licensee, or adviser of that person or that Related Body Corporate and:</p> <ul style="list-style-type: none"> • in the case of a Proponent, includes: <ul style="list-style-type: none"> – any Bid Entity and each Consortium Member) and any Related Body Corporate, officer, employee, agent, contractor, consultant, nominee, licensee or adviser of a Bid Entity and each Consortium Member; and – any Debt or Equity Providers and any Related Body Corporate, officer, employee, agent, contractor, consultant, nominee, licensee or adviser of each Debt or Equity Provider; <p>but excludes the Australian Government, AEMO and its or their officers, employees, servants, agents, contractors, consultants, nominees, licensees or advisers to the extent that they could be considered to be captured in the above bullet points; and</p> <ul style="list-style-type: none"> • in the case of the Australian Government, includes AEMO, any of its or their officers, employees, servants, agents, contractors, consultants, nominees, licensees or advisers, but does not include Proponents or Consortium Members and/or its or their Debt or Equity Providers and/or in each case its or their officers, employees, agents, contractors, consultants, nominees, licensees or advisers.
Australian Government	The Commonwealth of Australia as represented by Department of Climate Change, Energy, the Environment and Water or such other Commonwealth agency from time to time or as the context requires.
Authority	Any government department, local government council, 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 Stage A – Project Bid or Stage B – Financial Value Bid of the Tender, including, Returnable Schedules, together with any additional information submitted by the Proponent.

Bid Entity	<p>The legal entity which is to be the counterparty to any Project Document which the Australian Government may offer to the Proponent, as proposed in accordance with Eligibility Criteria 7.</p> <p>This entity may be the same as the Proponent if it is the entity that has registered to participate in the Tender Process and no separate legal entity is submitted in accordance with Eligibility Criteria 7.</p>
Bid Variable	Commercial terms of the Project Documents that may be altered by the Proponent in either the Default Financial Value Bid or Alternative Financial Value Bid.
Business Day	A day other than Saturday, Sunday and any other day not taken to be a public holiday in Melbourne in relation to a Project Located in Victoria or Adelaide in relation to a Project Located in South Australia (as applicable).
CIS	Capacity Investment Scheme.
CISA	Capacity Investment Scheme Agreement, an up to 15 year revenue support contract which 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	<p>Any claim, proceeding, action, cause of action, demand or suit (including by way of contribution or indemnity) made:</p> <ul style="list-style-type: none"> • in connection with the Tender Process, these Tender Guidelines, the Project Documents or the Project; • at law or in equity; or • for specific performance, restitution, payment of money (including damages), an extension of time or any other form of relief.
Closing Date and Time	The Registration Closing Date and Time, Project Bid Closing Date and Time and Financial Value Bid Closing Date and Time or the relevant one of them as the case may be.
Commercial Operations Date and COD	In respect of a Project, has the meaning given to that term in the CISA.
Competing Proponent	In respect of a Proponent, any person responding to these Tender Guidelines or participating in the Tender Process other than that Proponent, that Proponent's Consortium Members and Associates and the Associates of those Consortium Members.
Consolidated Group	a Consolidated Group or MEC (Multiple Entry Consolidated) group as those terms are defined in section 995-1 of the <i>Income Tax Assessment Act 1997</i> (Cth);
Consortium Member	<p>Each of the following entities in their individual capacity:</p> <ul style="list-style-type: none"> • sponsor(s) of the Proponent and/or Bid Entity; • any special purpose vehicle or Bid Entity that is intended to enter into the Project Documents, subject to the Australian Government's approval; and • any additional entity included in the Proponent subject to the Australian Government's approval.
Contracted Percentage	the proportion of the Project's Maximum Capacity that is proposed to be contracted under the Project Documents and which is identified by the Proponent as a Bid Variable.
Disclosed Information	<p>The following information (of whatever nature, including written, graphical, electronic, oral or in any other form) which is disclosed to, or otherwise obtained by or on behalf of, the Proponent or Consortium Member or any respective Associate in connection with the Project or the Tender Process:</p> <ul 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 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; and

	each Bid to the extent that it contains or would reveal any of the information referred to in the paragraphs above, any other information which the Proponent, Consortium Member or any respective Associate knows or ought reasonably to know is confidential to the Australian Government, AEMO or any of their Associates or should be treated as such.
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 Body Corporate in relation to the Project, including any security trustee, bond trustee, agent, underwriter, arranger, financial guarantor, bond provider or hedge counterparty however described.
Default Financial Value Bid	The document submitted by a Proponent following a Project Bid, being the mandatory part of a Financial Value Bid, as further described in Section 2.3 of these Guidelines including any Returnable Schedules, together with any additional information submitted by the Proponent.
Eligibility Criteria or EC	Proponent Eligibility Criteria and Project Eligibility Criteria.
Financial Value Bid	The document submitted by a Proponent in relation to a Project, as described in Section 2.3 comprising a Default Financial Value Bid and/or an Alternative Financial Value Bid, including any Returnable Schedules, together with any additional information submitted by the Proponent.
Financial Value Bid Closing Date and Time	The Financial Value Bid Closing Date and Time will be advised by a notice on the Online Portal.
Financial Value Shortlist	A shortlist of Financial Value Bids selected during Stage B as potential Recommended Bids.
First Nations	Refers to the Aboriginal and Torres Strait Islander peoples who are the original inhabitants of Australia.
GST	Goods and Services Tax.
GST Group	A GST group formed in accordance with Division 48 of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any related act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax.
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"> • copyright; • trade and service marks (whether registered or unregistered); • designs (whether registered or unregistered); • patents and inventions (whether or not patented or patentable); • internet domain names; • trade, business or company names; and • confidential information and trade secrets, in each case whether tangible or intangible, which incorporates, embodies or is based on any of the things referred to in the paragraphs above.
Late Bids	has the meaning set out in Section 2.1.2 .
Law	Any Commonwealth, State, or local 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	Any loss, cost, liability or expense whether: <ul style="list-style-type: none"> • arising from or in connection with any proceeding or Claim or not; • liquidated or not; • legal or equitable; • present, prospective or contingent; or • 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.

Location	The region of the NEM in relation to which the Project is registered or intended to be registered as contemplated in EC7, and Located has a corresponding meaning.
Maximum Capacity	The generation capacity that a Project intends to be registered with AEMO to dispatch up to into the NEM and which is identified by the Proponent as a Bid Variable.
Merit Criteria and MC	Merit Criteria set out in Section 3.2 .
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.
MW	Megawatt.
MWh	Megawatt hour.
NEL	National Electricity Law set out in the schedule to the <i>National Electricity (South Australia) Act 1996 (SA)</i> as it applies in the jurisdiction where the Project is Located.
NEM	National Electricity Market.
NER	National Electricity Rules made under the NEL, as it applies in the jurisdiction where the Project is or is intended to be Located.
Online Portal	means 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 on which Proponents may upload their bids, obtain information regarding the Tender Process, and correspond with the tender administration team. The Online Portal is located here .
Permitted Purpose	In relation to a Proponent, to consider the opportunity set out in this Tender Process and to prepare and submit Bids.
Policy Objectives	The Australian Government's policy objectives for the CIS, including those identified as such in the Section of these Tender Guidelines titled "What is the Capacity Investment Scheme's South Australia-Victoria tender?". <i>The objective of the CIS is to encourage new investment in clean dispatchable capacity to support reliability and reduce market volatility in Australia's rapidly changing energy market.</i>
Probity Advisor	means an independent probity advisor appointed by AEMO or such replacement probity advisor notified by the Australian Government from time to time.
Prohibited Entity	means a person which is: <ul style="list-style-type: none"> • directly or indirectly engaged in preparing, planning, assisting or fostering a terrorist act; • 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); • subject to sanctions or similar measures under <i>the 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); • listed on the 'World Bank's Listing of Ineligible Firms and Individuals' posted at: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms;

	<ul style="list-style-type: none"> • owned, controlled by, acting on behalf of, or at the direction of individuals, persons, entities or organisations referred to in bullet points 1 to 4 above; or • 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 1 to 4 above.
Project	A physical electricity generation or storage facility built, or intended to be built, in connection with which a CISA is sought, including any proposed supporting network remediation and connection assets.
Project Bid	A document submitted by a Proponent in relation to a Project on or before the Project Bid Closing Date and Time including any Returnable Schedules, together with any additional information submitted by the Proponent.
Project Bid Closing Date and Time	The Project Bid Closing Date and Time which as at the date of these Tender Guidelines is 23 February 2024 at 5pm AEDT, as such date and time may be adjusted by the Australian Government issuing a notice on the Online Portal.
Project Documents	<p>The CISA, together with any other documents that are required or contemplated under the CISA or which the Australian Government requires a Successful Proponent to enter into at or around the same time as the CISA, with regard to the relevant Bid and specific Project arrangements (drafts 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 Shortlist	A shortlist of Proponents and their Project Bids created from those recommended by AEMO to progress to Stage B – Financial Value Bid.
Project Eligibility Criteria	Are identified in Section 3.1 .
Proponent	An entity or person which registers to participate in the Tender Process for the award of a Project Documents including those who submit or intend to submit a Project Bid or any Financial Value Bid and also including a shortlisted Proponent or Successful Proponent.
Proponent Eligibility Criteria	Are identified in Section 3.1 .
Recommended Bid	One or more Bids that may be recommended by AEMO to the Australian Government after the assessment and due diligence in relation to that Bid has been completed and from those recommended Bids, the Australian Government will select which Bids to progress to finalisation of the relevant Project Documents between the Successful Proponent and the Australian Government.
Registration Date	The date on which prospective Proponents may commence registration on the Online Portal regarding the Tender Process which as at the date of these Tender Guidelines is 11 October 2023, as such date may be adjusted by the Australian Government issuing a notice on the Online Portal.
Registration Closing Date and Time	The date on which prospective Proponents ceases to be able to register on the Online Portal regarding the Tender Process which is one week prior to the Stage A – Project Bid Closing Date and Time, as such date and time may be adjusted by the Australian Government issuing a notice on the Online Portal.
Regulatory Instrument	<p>means:</p> <p>(a) the NEL and the NER;</p> <p>(b) any other Law that regulates the electricity industry in Victoria and/or South Australia (as applicable); and</p>

	(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 in the <i>Workplace Gender Equality Act 2012</i> (Cth).
Reporting Entity	Has the meaning given in the <i>Modern Slavery Act 2018</i> (Cth).
Returnable Schedules	The returnable schedules provided through the Online Portal for the relevant bid stage and 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.
SA	The State of South Australia.
Satisfactory	In respect of an STR, means the STR meets the conditions set out in Part 6.b of the Shadow Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Shadow Economy Procurement Connected Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.
Shadow Economy Procurement Connected Policy	The Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019 available at https://treasury.gov.au/publication/p2019- t369466 .
Significant Event	means: <ul style="list-style-type: none"> • 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 and Bid Entity (if different to the Proponent) that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; • any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Proponent or Bid Entity (if different to the Proponent) that may adversely impact on compliance with Commonwealth policy, applicable Laws or the Commonwealth’s reputation; • any unsettled judicial decisions against the Proponent or Bid Entity (if different to the Proponent) relating to unpaid employee entitlements; or <p style="margin-left: 40px;">any non-compliance by the Proponent or Bid Entity (if different to the Proponent) with any judgment against that person from any court or tribunal (including overseas jurisdictions but excluding judgments under appeal or instances where 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.</p>
Stage A – Project Bid Merit Criteria	Each of Merit Criteria 1, 2, 3 and 4.
Stage A	The stage of the Tender Process which commences on the Project Bid Opening Date and ends on the day before the Financial Value Bid Opening Date and which involves (amongst other things) the development and submission of Project Bids by Proponents, their Consortium Members (and Associates), assessment of Project Bids and the identification of the Project Shortlist.
Stage B	The stage of the Tender Process which commences on the Financial Value Bid Opening Date and ends on the earlier of the date on which the last of the Successful Proponents enters into a Project Documents with the Australian Government and the date on which the

	Australian Government issues a notice identifying that Stage B has ended. Stage B involves (amongst other things) the development and submission of Financial Value Bids by those Proponents on the Project Shortlist, the assessment of Financial Value Bids, the identification of a Financial Value Shortlist, the identification of the Successful Proponents (if any) and the finalisation of the Project Documents with each of the Successful Proponents (if any).
Stage B – Financial Value Merit Criteria	Each of Merit Criteria 5, 6 and 7.
Stage C	The stage described in Section 2.4 .
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 it in the draft CISA.
Subcontractor	Has the meaning given to it in the draft CISA.
Successful Proponent	In respect of a Proponent, any person whose Project is selected by the Australian Government to be awarded a Project Documents in accordance with Section 2.5 .
Target COD	the date by which a Successful Proponent will be required to ensure that commercial operation of the Project has been achieved (subject to any adjustment to that date in accordance with the terms of the CISA). See the CISA for the definition of the Target COD.
Tender Conditions	The terms and conditions set out in Section 4 of these Tender Guidelines and such further terms and conditions that are otherwise imposed 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 process deed poll issued by the relevant Proponent and any Addenda but does not include any Project Document or any other contract document issued in connection with the documents listed in this definition.
Tender Guidelines	This document, including its schedules, attachments, appendices and any Addenda and the Tender Conditions.
Tender Process	The process specified in these Tender Guidelines, commencing on Registration Date and ending 6 months after Stage B closing date (inclusive).
Trade 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 <i>Charter of the United Nations Act 1945</i> (Cth) and the <i>Autonomous Sanctions Act 2011</i> (Cth).
Valid	In respect of an STR, means valid in accordance with Part 7.e of the Shadow Economy Procurement Connected Policy.
Validity Period	The period of six calendar months, commencing from the Financial Value Bid Closing Date and Time, or such other period of time as may be notified by the Australian Government and agreed to by the Proponent (acting reasonably).
Vic	The State of Victoria
WGEA	The Workplace Gender Equality Authority
WGE Act	The <i>Workplace Gender Equality Act 2012</i> (Cth)