



Australian Government

Department of Climate Change, Energy,
the Environment and Water

Capacity Investment Scheme

Tender 2: Wholesale Electricity Market - Dispatchable Capacity

Tender Guidelines

July 2024



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This publication is available at: <https://aemoservices.com.au/tenders/cis-tender-2-wem-dispatchable>

Capitalised terms are as defined in the Glossary at Section 6 of the Tender Guidelines. Department of Climate Change, Energy, the Environment and Water

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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 the Wholesale Electricity Market 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.

These Tender Guidelines are not (and do not constitute) an offer and, subject to [Section 4.1](#), 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 when amendments to any Laws take effect during the Tender Process. In this Tender Process, such new, amended or replaced Laws could include, for example, changes to the Wholesale Electricity Market (WEM) Rules and WEM Procedures.

These Tender Guidelines, and/or the information in them, may be subsequently amended, withdrawn, reissued, or supplemented at any time.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

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- (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. By continuing to read these Tender Guidelines, Proponents, Consortium Members and its or their Associates will be taken to have accepted that confidentiality obligation.

Acknowledgement of Country

The Australian Government 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 Tender 2: Wholesale Electricity Market Dispatchable Capacity

These Tender Guidelines (Tender 2 Guidelines) are a comprehensive resource containing the necessary information for participating in the Capacity Investment Scheme (**CIS**) Tender 2: Wholesale Electricity Market (**WEM**) Dispatchable Capacity (Tender 2 or Tender 2 Process).

The Australian Government issues the Tender 2 Guidelines to provide information to prospective and actual Proponents, their Consortium Members and their Associates who plan to and do participate in the Tender 2 Process.

What is the Capacity Investment Scheme Tender 2?

The objective of the CIS is to incentivise the deployment of 32 gigawatts (**GW**) of renewable and clean dispatchable capacity by 2030. The national scheme is designed to support system reliability as ageing coal power stations retire and to help deliver the Australian Government's target of 82% renewable electricity by 2030. The CIS involves regular competitive tenders held approximately every 12 months until 2027 in the WEM, and every six months until 2027 in the National Electricity Market (**NEM**), seeking to deliver 23 GW of renewable capacity and 9 GW of clean dispatchable capacity.

Tender 2 will seek to deliver a target of 2,000 MWh across the WEM.

What to know for the Tender 2 Process

Key element	Description
Location	Projects in Tender 2 must be located in Western Australia (WA) and connected to the South-West Interconnected System (SWIS) as defined by the <i>Electricity Industry Act 2004</i> (WA).
Minimum requirements	Projects must have a minimum storage duration of two hours, a minimum size of 30 MW and meet the Eligibility Criteria in Table 5.
Technology type	The Project's fuel source must either: <ol style="list-style-type: none"> be an eligible renewable energy source, as described in section 17 of the <i>Renewable Energy (Electricity) Act 2000</i> (Cth) and eligible to create large-scale generation certificates under that Act; or charge from the SWIS; or a combination of a. and b. Eligibility Criterion 10 (in Table 5 below) provides further information on eligible fuel sources and ineligible technologies.
Target Commercial Operation Date	The Commercial Operation Date (COD) Target Date is not an Eligibility Criterion but will be assessed under the Merit Criteria (MC). All else being equal, Projects with an earlier COD Target Date may be considered of higher merit.

Key element	Description
Social Licence Commitments	<p>The Australian Government has a strong expectation that, as the energy transition evolves, genuine economic and social partnerships will emerge between industry and communities to better support and seize the opportunities of a net-zero economy.</p> <p>Proposed Social Licence Commitments will be assessed against <u>Merit Criterion 3</u> – First Nations engagement, community engagement and benefits sharing and <u>Merit Criterion 6</u> – First Nations and Social Licence and commitments made under both Merit Criterion 3 – First Nations engagement, community engagement and benefits sharing and Merit Criterion 6 – First Nations and Social Licence will become contractually binding and are subject to monitoring and enforcement conditions should a Proponent be successful in the Tender 2 Process.</p> <p>Projects assessed as having low merit against any individual Merit Criterion may not be further assessed and may not be progressed to the Financial Value Shortlist.</p>
First Nations engagement and benefits	<p>First Nations people and communities are important partners in the clean energy transformation. The Australian Government is committed to meaningful engagement with Aboriginal and Torres Strait Islander peoples to contribute to Closing the Gap, and to driving industry support for economic and social benefits while achieving our energy transition priorities.</p> <p>Proposed First Nations engagement and commitments will be assessed against <u>Merit Criterion 3</u> – First Nations engagement, community engagement and benefits sharing and <u>Merit Criterion 6</u> – First Nations and Social Licence, to form contractually binding commitments. The assessment will be looking for evidence of respectful and productive engagement with First Nations communities, and for First Nations groups to be afforded genuine social and economic opportunities through the CIS.</p>
Interactions with the Reserve Capacity Mechanism	<p>The Reserve Capacity Mechanism (RCM) is a mechanism to encourage capacity in the WEM to meet peak demand two years in the future, in line with Reserve Capacity Requirement expectations set in the WEM Electricity Statement of Opportunities (ESOO). The CIS aims to be complementary to the RCM.</p> <p>Successful WEM CIS Projects will be required to participate in the RCM. <u>Merit Criterion 4</u> – Financial value and Capacity Credits will include an assessment of a Project’s ability to receive Capacity Credits under the RCM as a measure of its contribution to system reliability and benefits.</p> <p>Payments under the WEM Clean Dispatchable Capacity Investment Scheme Agreement (Dispatchable CISA) will be based on the Capacity Credits obtained by the Project. This is reflected in the Annual Floor and Annual Ceiling, both denominated in \$/MW_{CC} assigned in respect of a Support Year.</p>




What Proponents bid for – WEM Dispatchable Capacity Investment Scheme Agreement (Dispatchable CISA)

The Dispatchable Capacity Investment Scheme Agreement (**Dispatchable CISA**) will be a contract between the Project Operator and the Australian Government. The Dispatchable CISA will provide partial revenue support (90%) if a Project’s revenue falls below an agreed floor. In turn, the Dispatchable CISA will also require the Project Operator to pay a percentage of revenue to the Australian Government (50%) if revenue exceeds an agreed ceiling. These payments are both subject to an Annual Payment Cap.

To further understand the Dispatchable CISA and how it can support your Project, Proponents should familiarise themselves with the Key Commercial Terms of the Dispatchable CISA before submitting a Bid (See: [Table 2](#)). The draft Dispatchable CISA will be available on the AEMO Services website at aemoservices.com.au.






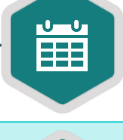
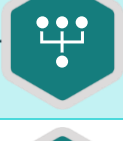
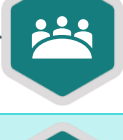
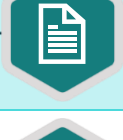
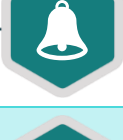

What Proponents need to know

Key stages in the Tender 2 Process

Tender step	Proponent requirements	Assessment
Select the relevant hyperlink to learn more		
 Registration	<p>Register to participate in the Tender 2 Process.</p> <p>Registrations are now open. To register for the CIS and this Tender 2 Process, complete the registration form. Each Project must be registered separately.</p> <p>Proponents may only register and submit one Project Bid per Project.</p> <p>If a Project has multiple potential configurations or designs (such as storage duration or Nameplate Capacity), it is a matter for the Proponent to select its preferred configuration prior to registering and submitting a Project Bid. Proponents may only submit one Project Bid per Project and that Project must not be a Duplicative Bid, as defined in the Glossary.</p> <p>In the event that a Proponent submits Project Bids that are considered by the Australian Energy Market Operator (AEMO) to be a Duplicative Bid, AEMO will accept the Bid that was submitted last. Duplicative Bids submitted earlier will not be accepted and will not be assessed. If Proponents wish to change their Bid, they should notify AEMO via the Online Portal that they wish to withdraw their existing Bid, and then:</p> <ol style="list-style-type: none"> register a new Bid before the Registration Closing Date and Time; and submit a replacement Bid prior to the Project Bid Closing Date and Time. 	
 Stage A Project Bid	<p>Submit a completed Project Bid form online along with the required Returnable Schedules, including executed Process Deed Poll, Conflict of Interest Declaration and other information necessary to demonstrate satisfaction of each of the Proponent and Project Eligibility Criteria and to address each of the Merit Criteria.</p> <p><i>Stage A – Project Bid Merit Criteria</i></p> <p>Merit Criterion 1 – Project deliverability and timetable</p> <p>Merit Criterion 2 – Organisational capability to deliver Project</p> <p>Merit Criterion 3 – First Nations engagement, community engagement and benefits sharing</p> <p>For the avoidance of doubt, Proponents should consider any commitments offered against Merit Criterion 3 to be binding under the Project Bid, if the Proponent is invited to enter into a Dispatchable CISA.</p>	<p>Project Bid assessment</p> <p>Projects are assessed against Eligibility Criteria. Eligible Projects are then assessed against Merit Criteria 1 to 3 to develop the Project Shortlist.</p>
 Financial Value Bid	<p>Proponents on the Project Shortlist will be invited to submit:</p> <p>a Default Financial Value Bid, and may submit an Alternative Financial Value Bid, via an online Financial Value Bid form with corresponding Returnable Schedules.</p> <p>Project Documents that are in the form of an offer for acceptance by the Australian Government, complete and capable of execution, except for, in the</p>	<p>Financial Value Bid Assessment</p> <p>Default and Alternative Financial Value Bids are assessed against Merit Criteria 4 to 6 to develop</p>

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Tender step	Proponent requirements	Assessment
<p>Stage B Financial Value Bid</p>	<p>case where the Bid Entity will be a yet to be established special purpose vehicle, the Bid Entity's details and execution block.</p> <p><i>Stage B – Financial Value Bid Merit Criteria</i></p> <p>Merit Criterion 4 – Financial value and Capacity Credits</p> <p>Merit Criterion 5 – Commercial departures</p> <p>Merit Criterion 6 – First Nations and Social Licence Commitments</p> <p>For the avoidance of doubt, Proponents should consider any commitments offered against Merit Criterion 6 to be binding under the Default and Alternative Financial Value Bid, if that Proponent is invited to enter a Dispatchable CISA.</p>	<p>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 amended by the Australian Government to reflect issues identified during due diligence.</p> <p>A recommended list of bids will be provided by AEMO to the Australian Government based on the outcomes of the merit assessment, due diligence and Dispatchable CISA contract negotiations. The Minister for Climate Change and Energy (the Minister), on behalf of the Australian Government, will select the successful Proponents and they will be invited to enter into a Dispatchable CISA.</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>

1		Registration Opening Date Stage A – Project Bid Commencement Date 22 July 2024
2		Stage A – Q&A Process opens 22 July 2024
3		Stage A – Draft Dispatchable CISA released 23 July 2024
4		Stage A – Q&A Process closes 12 August 2024 at 5:00 pm Australian Western Standard Time (AWST) / 7:00 pm Australian Eastern Standard Time (AEST)
5		Registration Closing Date and Time 12 August 2024 at 5:00 pm AWST / 7:00 pm AEST
6		Stage A – Project Bid Closing Date and Time 19 August 2024 at 5:00 pm AWST / 7:00 pm AEST
7		Stage A – Draft Dispatchable CISA departures due 20 August 2024 at 5:00 pm AWST / 7:00 pm AEST
8		Invitation to submit Stage B – Financial Value Bid October 2024*
9		Stage B – Q&A Process opens October 2024*
10		Stage B – Financial Value Bid Closing Date and Time November 2024*
11		Announcement of Successful Bids March 2025*

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

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1 About the Capacity Investment Scheme (CIS)

1.1 About the CIS

The CIS is a national framework and an Australian Government initiative to encourage new investment in renewable capacity, such as wind and solar, and clean dispatchable capacity, for example, battery storage. The CIS aims to support the delivery of a more reliable, affordable, low-emissions energy system for all Australians.

The CIS will be implemented through a series of competitive tenders with the objective of:

- Delivering an additional 32 GW of new capacity by 2030.
- Supporting electricity generation growth and reliability in Australia’s rapidly changing electricity markets as ageing thermal power stations exit.
- Supporting the delivery of the Australian Government’s target of 82% renewable electricity by 2030.

This Tender 2 Process is an Australian Government initiative that forms part of the CIS. 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 2 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 2 Process is aligned with Australian Government policy, the Australian Government has specified in these Tender Guidelines (including [Section 5](#)) certain Commonwealth policies and other requirements that will apply to the Tender 2 Process.

1.2 Tender governance and decision-making

This Tender 2 Process is being conducted using robust and transparent processes to ensure 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, the commercial-in-confidence financial budget, the tender size and the terms of the Dispatchable CISA.	Administers this competitive Tender Process (including communicating with Proponents). ¹

¹ 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](#).

Australian Government	AEMO
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, having regard to the recommendation of AEMO.	Makes recommendations consistent with these Tender Guidelines to the Australian Government.

The arrangements described above do not prevent the Australian Government or any other relevant Commonwealth entity from administering and 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 action or statement of the Australian Government and an action or statement of its service providers, the action or statement of the Australian Government will prevail.

The Australian Government will notify Proponents in writing if AEMO ceases to provide services to administer this Tender 2 Process, or if there are any material changes to the role which the Australian Government in its absolute discretion considers relevant to the Proponents.

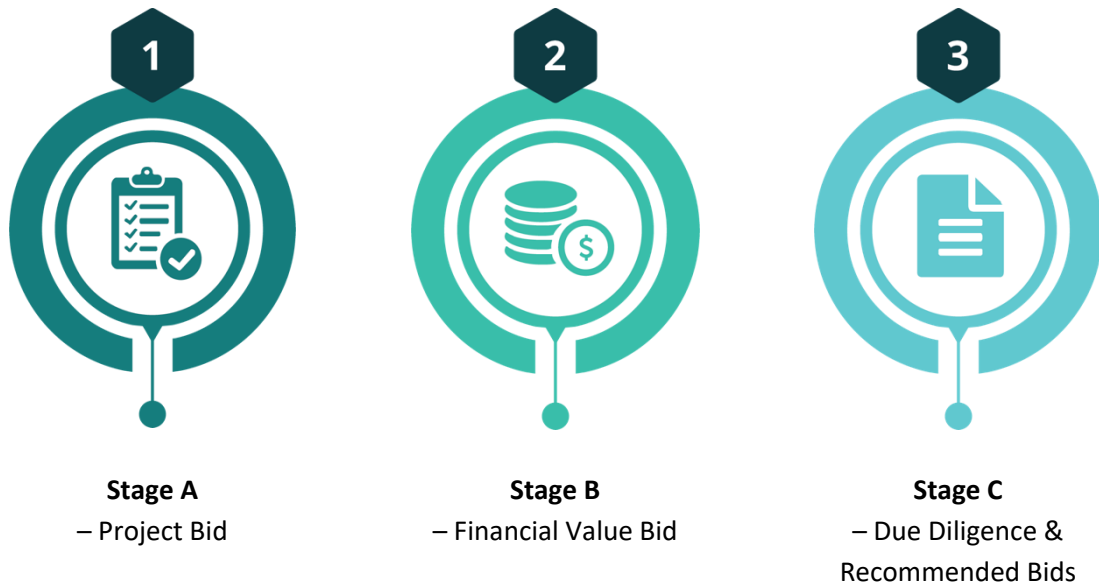
2 Tender and assessment process

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

Proponents and Projects participating in the Tender 2 Process are required to demonstrate compliance with the [Eligibility Criteria](#) before they may be competitively assessed against the [Merit Criteria](#).

The Tender 2 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 intended Tender Process is illustrated below.



2.1 Tender Process

2.1.1 Registration

Registration is the first step in the Tender 2 Process and must be completed before a Project Bid may be submitted. Proponents will need to create an account via the Online Portal [here](#) to register a Project.

If a Project has multiple potential configurations or designs (such as storage duration or Nameplate Capacity), it is a matter for the Proponent to select its preferred configuration before registering and submitting a Project Bid. Proponents may only submit one Project Bid per Project and must not submit a Duplicative Bid.

If a Proponent submits Project Bids that are considered by AEMO to be Duplicative Bids, AEMO will accept the Bid that was submitted last. Duplicative Bids submitted earlier will not be accepted and

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will not be assessed. Accordingly, if Proponents wish to change their Bid, they should notify AEMO via the Online Portal that they wish to withdraw their existing Bid, and then register a replacement Bid before the Registration Closing Date and Time and submit a replacement Project Bid before the Project Bid Closing Date and Time.

Successfully registered Proponents will be notified via the Online Portal of any changes made to the Tender 2 Process.

Registration commenced on the Registration Opening Date and will close on 12 August 2024 at 5:00 pm AWST / 7:00 pm AEST.

Changes to the identity or corporate structure of a Proponent following registration will only be accepted if made in accordance with the [Tender Conditions](#). The Australian Government or AEMO may, in their absolute discretion, impose additional requirements for such changes, including requiring the provision of further information or the 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, if 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 in [Section 3](#).

Process Deed Poll

Proponents seeking to participate in this Tender 2 Process 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 Proponent's Project Bid in Stage A.

The Process Deed Poll includes, amongst other things:

- a. an acknowledgment that the Proponent accepts and is bound by the Tender Guidelines;
- b. a warranty that the Proponent has, and its Associates have, complied with the Tender Guidelines in respect of its and their participation in the Tender 2 Process; and
- c. a warranty as to the truth and accuracy of the information submitted by the Proponent.

The Australian Government or AEMO may, in their absolute discretion, at any stage of the Tender Process including after Project Bids have been submitted, also require that a Process Deed Poll be submitted by one or more of the Proponent's Consortium Members and/or their Related Bodies Corporate and, if requested to do so, the Proponent must procure that the relevant Consortium Member(s) and/or Related Bodies Corporate provide an executed Process Deed Poll to AEMO.

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Q&A Process

An online question-and-answer period (**Q&A Process**) will operate to ensure fair and equitable access to information. 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 the Stage A – Project Bid commences, however, questions will only be reviewed from 24 July 2024 with the first responses released thereafter.

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

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

- Responses will be made publicly available online via the AEMO Services website (without identifying the Proponent that submitted the relevant question) and will be distributed to all registered Proponents via the Online Portal.
- If a Proponent does not wish a question or response to be made publicly available, it must identify the question as ‘Commercially sensitive – not for circulation’, together with an explanation of why the information is Project-specific and sensitive.
- A determination will be made by AEMO as to whether to answer the question and whether to circulate the response, or a generic and/or de-identified 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 absolute 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 Project Bid or Financial Value 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 Project Bid or Financial Value Bid after the relevant Closing Date and Time.
- AEMO is under no obligation to exercise its discretion to accept a Late Bid or to disclose to any Proponent or any of their respective Associates the acceptance of another Proponent’s Late

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Bid(s). AEMO will endeavour to notify a Proponent whether its Late Bid has been accepted within five (5) Business Days from the date of the Late Bid submission.

Extensions

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


Obligation to notify of errors

If, after any Bid has been submitted, the relevant Proponent becomes (or any of its Consortium Members or its or their Associates become) 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 Bid), the Proponent must promptly notify AEMO of such error.

2.2 Stage A – Project Bid

From the Stage A – Project Bid Commencement Date, registered Proponents will receive access to the application information needed to complete their Project Bids via the Online Portal. Proponents should read [Section 3](#) to complete their Stage A – Project Bid.

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, including executed Process Deed Poll, Conflict of Interest Declaration and information necessary to demonstrate satisfaction of each of the Proponent and Project Eligibility Criteria and to address each of the Merit Criteria.</p> <p><i>Stage A – Project Bid Merit Criteria</i></p> <ul style="list-style-type: none">• Merit Criterion 1 – Project deliverability and timetable• Merit Criterion 2 – Organisational capability to deliver Project• Merit Criterion 3 – First Nations engagement, community engagement and community benefit sharing <p>For the avoidance of doubt, Proponents should consider any commitments offered against Merit Criterion 3 to be binding under the Project Bid, if the Proponent is invited to enter into a Dispatchable CISA.</p>

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

This is not mandatory. The table of indicative departures will not form part of the Stage A – Project Bid assessment. Instead, the table of indicative departures from the draft 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.

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 of the Eligibility Criteria to progress to assessment against Merit Criteria [1](#) to [3](#).
- that do not meet all Eligibility Criteria in accordance with [Section 3.1](#) will not be considered further in the Tender Process.

Assess Stage A – Project Bid Merit Criteria

Proponents and their Project Bids that satisfy the Eligibility Criteria will be assessed and scored against the Stage A – Project Bid Merit Criteria. Proponents are required to provide evidence to support their responses to each of the Merit Criteria when submitting a Project Bid. A list of required Returnable Schedules and expected attachments is provided in [Section 3.2.1](#).

Assess Project Bids

Project Bids will be assessed against the Merit Criteria using the information provided in the Project Bid form, Returnable Schedules and required attachments.

Project Bids that are assessed as low merit against any individual Merit Criterion may not be further assessed and may not be progressed to the Project Shortlist.

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

In developing the Project Shortlist, AEMO may, in its discretion, consider whether to include a lower ranked Project Bid in the Project Shortlist. These circumstances may include (but are not limited to) when Projects on the Project Shortlist collectively give rise to geographic, Proponent, or supplier concentration risks and shortlisting additional Projects would mitigate this risk.

For example, when a single Proponent has multiple Projects; when a single contractor is supporting multiple Proponents; or when multiple Projects are concentrated in one geographic region.

Treatment of Hybrid Projects

Hybrid Projects are those that include co-located generation and Electric Storage Resource assets.

Eligible Hybrid Projects for Tender 2 Process are those where:

- all assets have the same Connection Point²; and
- the generation project and the Shared Infrastructure (but not the Electric Storage Resource asset or other Associated Project) are owned by the same special purpose vehicle; and

² This Connection Point must have Facility Sub-Metering (as defined in the WEM Rules) to enable separate measurement of the contribution made by the generation and Electric Storage Resource Separately Certified Components.

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- the Electric Storage Resource asset is a Separately Certified Component under the WEM Rules.

Projects that combine multiple Electric Storage Resource assets (e.g. BESS and pumped hydro) with a common Connection Point will not be considered a Hybrid Project for the purposes of the Tender 2 Process. Instead, these Projects will be treated as a single Project in the Tender 2 Process.

Projects with separate Connection Points

Projects that have separate Connection Points for generation and Electric Storage Resource assets are considered separate Projects for the purposes of the Tender 2 Process. The Electric Storage Resource components of these Projects will be eligible under the Tender 2 Process to bid for a Dispatchable CISA.

Staged Projects

Proponents with Staged Projects may need to consider how to participate in the Tender 2 Process. The Australian Government and/or AEMO will determine whether a Project is a Staged Project on a case-by-case basis during the assessment process. The following are indicators of a Staged Project:

- each stage of the Project is capable of being owned by different equity holders, financed by different debt providers or built by different engineering, procurement and construction contractors; and
- stages of the Project may share infrastructure, but an initial stage is not necessarily dependent on a subsequent stage. Projects that bid wholly in a single Tender Round will be assessed against the Merit Criteria and Eligibility Criteria as a single Project.


Table 1 Stage A – Project Bid Merit Criteria weightings

Merit Criteria	Weighting
MC1 – Project deliverability and timetable	40%
MC2 – Organisational capability to deliver Project	30%
MC3 – First Nations engagement, community engagement and benefits sharing	30%

2.3 Stage B – Financial Value Bids

The Project Shortlist will be invited to submit a Financial Value Bid which is comprised of the Financial Value Bid form, relevant Returnable Schedules and required attachments. Proponents should read [Section 3](#) to complete their Stage B – Financial Value Bid.

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: a Default Financial Value Bid, and may submit an Alternative Financial Value Bid via an online Financial Value Bid form, with corresponding Returnable Schedules.</p> <p>Project Documents in the form of an offer for acceptance by the Australian Government capable of execution, except for, in the case where the Bid Entity will be a yet to be established special purpose vehicle, the Bid Entity’s details and execution block.</p> <p><i>Stage B – Financial Value Bid Merit Criteria</i></p> <p>Merit Criterion 4 – Financial value and Capacity Credits</p> <p>Merit Criterion 5 – Commercial departures</p> <p>Merit Criterion 6 – First Nations and Social Licence Commitments</p> <p>For the avoidance of doubt, Proponents should consider any commitments offered against MC6 to be binding under the Default and Alternative Financial Value Bid, if that Proponent is invited to enter a Dispatchable CISA.</p>

AEMO may, in its absolute 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 such a case, 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 Value Bid assessment

The purpose of the Stage B – Financial Value 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

Project Shortlist Proponents and their Projects will be assessed and scored against the [Stage B – Financial Value Bid Merit Criteria](#) (Merit Criteria 4-6).

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, Proponents may submit an Alternative Financial Value Bid, in addition to a Default Financial Value Bid, in which 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.

The Default and Alternative Financial Value Bids must be identical other than amendments to the Bid Variables outlined in [Table 2](#) below.

Table 2 – Key Commercial Terms and Bid Variables

Key Commercial Term (unit)	Default Financial Value Bid or Alternative Financial Value Bid
Support Start Date (date)	Bid Variable
Final Support Commencement Date (date)	Bid Variable

Final Support End Date (date)	Bid Variable Maximum of 15 years after the Support Start Date.
Annual Floor and Ceiling (\$/MW_{CC} per annum)	Bid Variables Provided as a schedule indicating the Annual Floor or Annual Ceiling in dollars per MW for each Capacity Credit assigned in respect of a Support Year, either based on: (a) a fixed nominal amount for the Support Period; or (b) a fixed nominal amount for each Support Year, where this amount may vary from year-to-year over the Support Period.
Annual Payment Cap (\$ per annum)	Bid Variable Provided as a schedule indicating the Annual Payment Cap in dollars assigned in respect of a Support Year, either based on: (a) a fixed nominal amount for the Support Period; or (b) a fixed nominal amount for each Support Year, where this amount may vary from year-to-year over the Support Period.
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. If 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 Criterion 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 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 Criterion.
- **High merit** may be progressed to the Financial Value Shortlist in accordance with the process described 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 will then be ranked based on this weighted score, and the Financial Value Shortlist will be developed considering this ranked list.


Table 3 – Stage B – Financial Value Merit Criteria weightings

Merit Criteria	Weighting
MC4 – Financial value and Capacity Credits	65%
MC5 – Commercial departures	10%
MC6 – First Nations and Social Licence Commitments	25%

In developing the Financial Value Shortlist, AEMO may, in its discretion, consider whether to include a lower ranked Bid in the Financial Value Shortlist, under circumstances that may include (but are not limited to) when:

- the Projects on the Financial Value Shortlist collectively give rise to geographic, Proponent, or supplier concentration risks. For example, when a single contractor is supporting multiple Proponents, or when multiple Projects are concentrated in one geographic region.
- the Projects on the Financial Value Shortlist collectively comprise a concentration of Projects with a higher overall risk profile, including, but not limited to, high financial and/or delivery risks. In assessing the overall risk of a Project, the score, Bid responses and supporting evidence from Stage A may be taken into consideration in determining if the Project should remain on the Financial Value Shortlist.
- a lower or similarly ranked Project better aligns with the CIS policy objectives.

2.4 Stage C – Due diligence and Recommended Bids

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

Due diligence

Due diligence may be undertaken on Project or Financial Value Bids at any time – activities may include any or all of the following:

- Commissioning or completing relevant research, analysis and modelling to support assessment of Project or Financial Value Bids.
- Contacting any relevant Australian Government, State or Territory Government or other relevant parties about a Bid, Project or Proponent.
- Seeking information from Proponents or third-parties to validate information provided by Proponents relating to the progress of a Project and expected commissioning timeframes. This includes, but is not limited to, information held by AEMO or received from Western Power, the relevant local council and/or any other relevant third party.
- 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](#).
- At the absolute discretion of AEMO, bids that are the subject of adverse due diligence findings may be excluded from further consideration or, in respect of Financial Value Bids that have been included in the Financial Value Shortlist, excluded from selection as a Recommended Bid. AEMO may, but is under no obligation to, seek a response from a Proponent in relation to such an adverse due diligence finding prior to deciding whether to exercise its discretion to exclude a Project or Financial Value Bid from further consideration.

Recommended Bids

AEMO and/or the Australian Government may negotiate with Proponents on proposed Project Document departures.

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

2.5 Selection of Successful Proponents

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 Project Documents on the basis of the Bid, subject to any amendments agreed with the Australian Government.

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 be formed between the Successful Proponent and the Australian Government (regarding the Australian Government providing financial support to the Successful Proponent for 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 Tender Process contract formed between the Australian Government and a Proponent pursuant to [Section 4.1](#) of these Tender Guidelines and the Process Deed Poll.

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 of the Eligibility Criteria and Merit Criteria.

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

It is the responsibility of a Proponent to ensure that its Bid addresses each of 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. If the Bid Entity is not the Proponent, the Proponent must also provide equivalent information demonstrating that the Bid Entity also meets (or, when it is established, will meet) the Proponent Eligibility Criteria (other than [EC7](#)).

If a Bid Entity is established after registration for this Tender 2 Process, but prior to the execution of Project Documents, 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 further assessed.

Proponents will be required to confirm compliance with each of the Eligibility Criteria via the Online Portal during [Stage A – Project Bid](#).

Table 4 – Proponent Eligibility Criteria

Item	Criteria
EC1	<p>The Proponent must:</p> <ol style="list-style-type: none"> a. at the time of submitting the Project Bid, have an Australian Business Number (ABN); and b. be one of the following: <ul style="list-style-type: none"> • an Australian entity incorporated under the <i>Corporations Act 2001</i> (Cth); • a Commonwealth entity, as described in section 10 of the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth) (Commonwealth Entity); • an Australian State or Territory owned (wholly or partly) corporation or a subsidiary of a State or Territory owned (wholly or partly) corporation; or

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Item	Criteria
	<ul style="list-style-type: none"> an Australian local government or council or an Australian organisation that has the purpose of representing and supporting local governments or councils.
EC2	The Proponent, its Consortium Members and its or their respective Related Bodies Corporate must not have had a judicial decision relating to employee entitlements made against it (not including decisions under appeal), in respect of which the Proponent, its Consortium Members and its or their respective Related Bodies Corporate has failed to pay any amounts required to be paid following that judicial decision.
EC3	The Proponent, its Consortium Members and its or their respective Related Bodies Corporate must not be named as an organisation that is currently not complying with the <i>Workplace Gender Equality Act 2012</i> (Cth) (WGE Act). The Proponent must make a declaration in the Bid form to demonstrate that it, its Consortium Members and its or their respective Related Bodies Corporate understand and meet their respective obligations, if any, under WGE Act.
EC4	The Proponent, its Consortium Members and its or their respective Related Bodies Corporate must not, within the previous 10 years, have been subject to an inquiry by the National Anti-Corruption Commission, or an equivalent body in a jurisdiction in Australia, where a finding has been made against one of them (including a finding that one of them has engaged in corrupt conduct).
EC5	The Proponent, its Consortium Members and its or their respective Related Bodies Corporate must not be named as an organisation on the Consolidated List maintained by the Australian Sanctions Office within the Department of Foreign Affairs and Trade.
EC6	If the Proponent, its Consortium Members and its or their respective Related Bodies Corporate is a 'reporting entity' under the <i>Modern Slavery Act 2018</i> (Cth), they must have complied with their obligations under that Act, including (if applicable) registering a Modern Slavery statement with the Attorney General's Department.
EC7	The Proponent must propose one Bid Entity, which may be the Proponent, that, at the time of the execution of the Dispatchable CISA, must be a special purpose vehicle that: <ol style="list-style-type: none"> itself satisfies EC1; only carries on the Project and conducts no other business; and holds all of the assets, and is entitled to all of the revenue, of the Project.

Table 5 – Project Eligibility Criteria

Item	Criteria
EC8	The Project must: <ol style="list-style-type: none"> connect to the SWIS; and be a Registered Facility, or must state in its application that it intends to register as a Registered Facility under the WEM Rules.
EC9	The Project must: <ol style="list-style-type: none"> have a Nameplate Capacity of not less than 30MW; and be able to dispatch its Nameplate Capacity continuously for a minimum duration of 2 hours.
EC10	The Project's fuel source must either: <ol style="list-style-type: none"> be an eligible renewable energy source, as described in section 17 of the Renewable Energy (Electricity) Act 2000 (Cth) and eligible to create large-scale generation certificates under that Act; or charge from the SWIS; or a combination of a. and b. Projects that: <ol style="list-style-type: none"> are virtual power plants, demand response or other virtual aggregation and flexible loads; or use native forest wood waste; are not eligible.
EC11	The Project must not have been awarded Capacity Credits in a Reserve Capacity Cycle (RCC) prior to the 2023 RCC.

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Item	Criteria
EC12	<p>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 WA Government under which:</p> <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). <p>For the purposes of this Eligibility Criterion, Revenue Support excludes:</p> <ul style="list-style-type: none"> a. non-concessional funding provided by the Clean Energy Finance Corporation (CEFC); b. revenue associated with certificates created or received under an Australian Government, or WA Government capacity, generation or green certificate scheme; c. financial incentives or payments received from an Australian Government, State or Territory to alter electricity consumption to influence electricity demand; d. investment received from an Australian Government or WA government body; and e. grants from an Australian Government or State or WA government body, whether repayable or not.
EC13	<p>The Project must not be party to (or have been awarded) a contract with AEMO under the Non-Co-optimised Essential System Services (NCESS) framework prior to its commercial operation.</p>
EC14	<p>The Project must be the subject of a connection enquiry form that has been submitted to Western Power.</p>

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 of the Merit Criteria. The “what is required” column in each of the Merit Criteria tables details the information that Proponents should provide and a list of expected supporting documentation is provided below.

Proponents will also be required to provide target (or actual, if applicable) dates for final investment decision and the Commercial Operations Date. These dates should be consistent in a Proponent’s Stage A – Project Bid and its 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 Projects, are listed below.

Select the relevant Merit Criterion to learn more	
	Merit Criterion 1 – Project deliverability and timetable
	Merit Criterion 2 – Organisational capability to deliver the Project
	Merit Criterion 3 – First Nations engagement, community engagement and benefit sharing

Projects that can demonstrate some or all of the characteristics outlined below may be considered higher merit in the Stage A Project Bid assessment:

- The Project has received its Access Offer from Western Power for its proposed network connection or evidence from Western Power that the Facility will have an arrangement for access aligned with the COD Target Date.
- The Project has received development approval or development consent from the relevant planning Authority.
- If required for the Project, the Project has received Approval under the Environment Protection and Biodiversity Conservation Act 1999 (Cth).
- The Project has secured conditional financing arrangements with funding providers, or has obtained internal finance approval.
- The Project has secured all necessary land tenure rights for the Project and connection route (if required).
- The Project has executed a contract or term sheet with the EPC Contractor and/or OEM.

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- The Project has engaged with the local community and/or relevant First Nations communities. The Project can demonstrate it has been building trust and demonstrating stronger commitment towards interested and/or potentially impacted local and First Nations communities.
- Engagement with local community to develop and commit to benefit sharing initiatives.
- Projects that can provide a completed MC3 schedule with scope and milestones clearly detailed that are contractually enforceable.

Stage A Merit Criteria – Expected supporting documentation

Proponents are expected to provide the supporting attachments listed below to assist in the assessment of their Project Bid. Additional documents submitted may be used for verification and due diligence purposes but may not be assessed in detail during the Stage A Project Bid assessment.

Project Bid Merit Criteria	Expected Project Bid attachments
<p>Merit Criterion 1 – Project deliverability and timetable</p>	<p>Key Project details:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Technical information <p>Evidence of progress in development pathway:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Project development plan and schedule <input type="checkbox"/> Site map of Project and evidence of progress towards securing land tenure rights <input type="checkbox"/> Evidence of planning Approval documentation <input type="checkbox"/> If applicable, progress towards Approvals required under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth) (EPBC Act) <input type="checkbox"/> Evidence of environmental impact, or Environmental Impact Statement (EIS) if applicable <input type="checkbox"/> If applicable, progress towards compliance with applicable Commonwealth and WA legislation relating to First Nations communities and interests <p>Evidence of progress towards securing the Network Connection:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Single Line Diagram of the Project, including connection details <input type="checkbox"/> Access Offer from Western Power, or progress towards securing Access Offer <input type="checkbox"/> SWIS connection studies <input type="checkbox"/> Network access information provided by Western Power <input type="checkbox"/> Progress of the Generator Performance Standards (GPS) registration with Western Power <input type="checkbox"/> Any relevant technical reports and/or independent studies about the Project’s contribution to system reliability and/or additional system benefits <input type="checkbox"/> Documented evidence to support the DSOC and charge level capability data <p>Evidence of identification and migration of Project risks:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Project risk register <p>Evidence of appropriate financing and revenue strategies:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Corporate structure diagram <input type="checkbox"/> Financing plan and revenue contracting plan including relevant financier agreements or evidence of commitment from preferred financiers (e.g. draft term sheets, conditional letters of support,

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	<p>any pre-feasibility studies that have been conducted or commissioned in respect of the Project)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Evidence of progress toward the Project’s revenue strategy (e.g. conditional letters of commitment from offtakers, term sheets, offtake agreements, etc.) <p>Evidence of progress towards securing key contractors:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Project delivery contracting structure and/or commercial delivery model <input type="checkbox"/> Evidence of finalised construction contracts or evidence that formal procurement is underway for relevant EPC contractors <input type="checkbox"/> Evidence of finalised equipment manufacturers contracts or evidence that formal procurement is underway for relevant OEM providers
<p>Merit Criterion 2 – Organisational capability to deliver the Project</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Corporate structure for any direct or indirect equity owners <input type="checkbox"/> Evidence of a track record of developing and delivering renewable energy Projects (e.g. list of previous Projects completed)
<p>Merit Criterion 3 – First Nations engagement, community engagement and benefits sharing</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Completed MC3 returnable schedule with scope and milestones clearly detailed that are contractually enforceable <input type="checkbox"/> Evidence on how stakeholder, community, and First Nations groups’ feedback has been considered and incorporated <input type="checkbox"/> Stakeholder, Community, and First Nations Engagement Plan

Merit Criterion 1 – Project deliverability and timetable

This criterion will be used to assess the Project’s ability to be operational by the COD Target Date. Proponents that can provide detailed evidence to demonstrate their ability to deliver each milestone, with clear articulation of strategies for mitigating delivery risks, are likely to be assessed more favourably. Successful Proponents will have the target final investment decision, COD, and other key dates scheduled as milestones in the final Dispatchable CISA.

What is assessed?	What is required?	What are we looking for?
<ul style="list-style-type: none"> • A Project’s progress towards achieving key development milestones and feasibility of reaching the COD Target Date. This includes: <ul style="list-style-type: none"> – Alignment between the target date for achieving final investment decision and the plan to achieve COD. – Understanding of key development and construction risks, including mitigation strategies, to achieve COD. • Financing strategy and financial capacity to support the development, construction and operation of the Project. • Contracting strategy and progress in securing partners and suppliers to deliver the Project. 	<p>Project details</p> <ul style="list-style-type: none"> • Technical information including but not limited to: <ul style="list-style-type: none"> – Nameplate Capacity and storage capacity (if applicable) – COD Target Date – Expected operational guaranteed life – Fuel source – Location of Project. <p>Development pathway</p> <ul style="list-style-type: none"> • A Project development plan and schedule. The Project development plan should include, in addition to standard inclusions, a Gantt chart, key assumptions that have been made in the Project development plan and the governance framework for the Project. • Site map of the Project, including Project site and all relevant easements, with cadastral ID, and Proponent land tenure rights, infrastructure and/or construction needs. • Planning Approval documentation (e.g. development application lodgement, notification, development consent decision notice). • If applicable, evidence of environmental assessment or approvals • If applicable, progress towards Approvals required under the EPBC Act and expected date in which the Minister for the Environment is expected to make a decision on approval. 	<p>COD Target Date</p> <ul style="list-style-type: none"> • Projects seeking Capacity Credits for the first time in the 2024 RCC should have a COD no later than 1 October 2026 or as stipulated in the 2024 RCC. • All other Projects should demonstrate they can achieve a COD no later than 1 October 2027 or as stipulated in the 2025 RCC. Projects that submit a COD later than 1 October 2027 are unlikely to be assessed further. <p>Development pathway</p> <ul style="list-style-type: none"> • Land tenure rights secured for all of the Project site (e.g. ownership, leases, or options), including the connection route if the connection route is the responsibility of the Project. • Evidence of progress towards securing all relevant planning and regulatory Approvals and a pathway for securing any outstanding Approvals required, including, when applicable, a clear pathway for resolving any ongoing concerns or queries of the authorities providing the requisite planning and regulatory Approvals. • Evidence of progress towards compliance with applicable Traditional Owners and First Nations legislative and regulatory requirements.

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What is assessed?	What is required?	What are we looking for?
	<ul style="list-style-type: none"> If applicable, progress towards compliance with applicable Commonwealth and WA legislation relating to First Nations communities and interests, Traditional Owner Groups and cultural heritage requirements, for example, Aboriginal and Torres Strait Islander Act 2005 (Cth); Native Title Act 1993 (Cth); Aboriginal Heritage Act 1972 (WA); Environmental Protection Act 1986 (WA); and other relevant legislation as applicable. <p>Network connection</p> <ul style="list-style-type: none"> Evidence of Connection Approval progress, such as: <ul style="list-style-type: none"> Single Line Diagram of the Project, including connection details. Progress towards obtaining an Access Offer from Western Power. SWIS connection studies, preliminary assessment undertaken, payment of fees to progress grid Connection Application. Evidence of progress of the Generator Performance Standards (GPS) registration with Western Power, in accordance with the WEM Rules. <p>Risk management</p> <ul style="list-style-type: none"> A Project risk register that outlines key risks and relevant mitigants (e.g. risks to securing grid connection, risks of future transmission network augmentations not occurring as planned, risk of not achieving final investment decision and/or COD as planned, Project cost/funding uncertainties, Project governance risks, stakeholder and cultural heritage risks, other construction risks, etc.). 	<p>Network connection</p> <ul style="list-style-type: none"> Advanced grid connection progress with Western Power and AEMO in relation to the Project. <p>Risk management</p> <ul style="list-style-type: none"> A clear understanding of the Project risks (including but not limited to risks to securing grid connection, reaching COD, Project governance risks, stakeholder and cultural heritage risks, construction and financing risks) and identified appropriate mitigants to resolve or reduce the associated risks.
	<p>Financing and revenue strategy</p> <ul style="list-style-type: none"> A corporate structure diagram of the Project/Bid Entity, outlining the relevant parent, subsidiary, and related entities, and detailing relevant financial arrangements at each level. A financing strategy or plan and a revenue contracting strategy or plan, including: <ul style="list-style-type: none"> Evidence of financing progress (e.g. approved development funding, approved early construction budget). 	<p>Financing and revenue strategy</p> <ul style="list-style-type: none"> A clear pathway and detailed steps to financing the Project and achieving the target dates for final investment decision and COD. Evidence of progress towards finalising capital raising activities, substantiated through supporting documentation.

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What is assessed?	What is required?	What are we looking for?
	<ul style="list-style-type: none"> – A detailed plan for raising capital, including outline of resources with demonstrated track record of raising capital. – Proponents intending to utilise equity financing or corporate level debt facilities should provide details on 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, security provided or proposed to be provided to a lender in respect of financing the Project). – Project revenue strategy including contracting plan, and (as relevant) status of bilateral contracts and offtake agreements. 	
	<p>Construction contracting</p> <ul style="list-style-type: none"> • 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 equipment manufacturers, such as: <ul style="list-style-type: none"> – EPC contractor and/or major equipment manufacturer engagement (e.g. correspondence, term sheet, early works contracts). – Technical design summaries, and/or other activities related to procurement and construction of the Project. 	<p>Construction contracting</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 Criterion 2 – Organisational capability to deliver the Project

This criterion will be used to assess the track record, capability and capacity of the Proponent and its delivery partners involved in the Project to provide assurance that the Project can be delivered as outlined in the Project Bid.

What is assessed?	What is required?	What are we looking for?
<ul style="list-style-type: none"> • The capability and track record of the Proponent (including its management and personnel) and its key 	<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 and/or delivery 	<ul style="list-style-type: none"> • Proponent and its delivery partners demonstrate a track record in delivering comparable Projects (e.g. details of

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<p>delivery partners (including Consortium Members, suppliers, and contractors) involved in the Project.</p> <ul style="list-style-type: none"> • Experience in engaging with relevant stakeholders required to deliver the Project, including public authorities, communities, regulatory entities, and contractors). • The capacity of the Proponent and its delivery partners to dedicate the necessary resources to deliver the Project on time, and to meet quality requirements and budget. 	<p>model for each of the Construction Period and Operations Period and/or commercial delivery model.</p> <ul style="list-style-type: none"> • An overview of the credentials and capabilities of the Proponent (or Consortium) and its (or their) 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. • Roles and responsibilities of key resources required to deliver the Project, including consultants, advisors, and delivery partners. 	<p>comparable Projects, list/summaries of previous Projects delivered).</p> <ul style="list-style-type: none"> • Information about any material work, health and safety incidents involving the Proponent or its Contractors, including evidence of steps taken to mitigate the likelihood of future incidents. • Confirmation of compliance with applicable environmental regulations and industry standards. Instances of non-compliance, breach or default in previous or current comparable projects should be disclosed, including reasons for non-compliance and information regarding how the non-compliance was resolved. • Proponent demonstrates a detailed and thorough understanding of the skills and experience required to deliver the Project and a plan for procuring them and includes detailed information about the availability of these resources and a strategy for securing them, if not already secured.
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Merit Criterion 3 – First Nations engagement, community engagement and benefits sharing

This criterion will be used to assess the Proponent’s approach to each of the following:

- Evidence of respectful and productive engagement with First Nations communities.
- Evidence of engagement strategies and understanding of stakeholders and local communities.
- Shared community benefit commitments to First Nations, local community and stakeholders for the Project must be identified in the completed MC3 Returnable Schedule.

The Social Licence Market Briefing outlines the expectation for shared community benefit commitments and provides examples of commitments that could demonstrate merit and support higher quality Bid responses. Proponents should consider any commitments made under this MC3 to be binding should the Project progress to Stage B – Financial Value Bid, subject to any amendments agreed with the Commonwealth.

First Nations engagement

What is assessed?	What is required?	What are we looking for?
<ul style="list-style-type: none"> The Proponent’s approach to engagement with First Nations communities. Proponent’s plan for and ability to demonstrate positive approaches to inform, consult, involve, collaborate and empower First Nations communities to identify and realise benefits from the Project. Level of understanding of the influence and change the Project may have on the First Nations community and how the Project will create benefits sharing during development, construction and operation. Commitment towards benefits sharing with First Nations communities. These commitments will become binding, subject to any amendments agreed with the Commonwealth, and will be subject to contractual monitoring and enforcement regimes if a Proponent is successful in the Tender Process. 	<p>Understanding First Nations communities:</p> <ul style="list-style-type: none"> Demonstrated understanding of local First Nations communities, consistent with applicable legislative requirements regarding First Nations, Traditional Owner Groups or cultural heritage. Detailed approach to First Nations community engagement, aligning with better practice engagement and applicable requirements set out in First Nations commonwealth and state legislation.³ Description of First Nations communities’ acceptance for site selection and Project layout, including consideration of community consultation and interests. <p>Understanding of impacts:</p> <ul style="list-style-type: none"> Approach to minimise and offset of any identified or perceived adverse impacts of the Project on Traditional Owners and First Nations communities. Summary of consultation with First Nations communities that has occurred to date and planned engagement in the future. Evidence of having considered or incorporated the feedback from First Nations communities during Project design, development, and future implementation. 	<ul style="list-style-type: none"> Clear identification and understanding of First Nations communities’ views on the Project, issues or the impacts raised, supported by evidence of appropriate engagement to date and evidence of early engagement. Evidence of First Nations better practice engagement and place-based design, when appropriate to the Project site, including demonstration of culturally aware engagement that has led to, or is intended to establish, trust and meaningful relationships with relevant representative bodies. Level of understanding of First Nations community access to affordable and reliable electricity and access to quality public and private infrastructure. Active involvement of First Nations communities in the co-designing of benefit sharing schemes will be assessed favourably. Evidence of First Nations shared benefits established, or to be established, that have a long-lasting and meaningful positive impact on First Nations communities. The quality and positive change experienced as a result of initiatives will be valued over the quantum of initiatives.

Stakeholder and local community engagement and benefit sharing

What is assessed?	What is required?	What are we looking for?
<ul style="list-style-type: none"> The Proponent’s approach to engagement with stakeholders (e.g. potentially affected licence holders) local communities and trade unions to foster local 	<p>Understanding community stakeholders:</p>	<ul style="list-style-type: none"> Clear identification of the level of change that is expected to take place on stakeholders and communities and an understanding of their views, issues faced by them, supported by evidence of appropriate

³ For example, where key stakeholders are corporations registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth), the Proponent is required to actively engage with the applicable Rule Book(s) of these key stakeholders when conducting its stakeholder mapping and determining how best to undergo consultation.

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What is assessed?	What is required?	What are we looking for?
<p>community support as well as deliver local workforce outcomes.</p> <ul style="list-style-type: none"> • Level of understanding of the influence and change the Project may have on the community and how the Project will create benefits sharing during construction and operation. • These commitments will become binding and will be subject to contractual monitoring and enforcement regimes if a Proponent is successful in the Tender 2 Process. 	<ul style="list-style-type: none"> • Detailed approach to local community engagement, including communications protocol and complaints management. • Demonstrated understanding of stakeholders, including local community, councils, public authorities, regulatory entities and trade unions with clear stakeholder mapping. • Description of community acceptance for site selection and Project layout, including consideration of community consultation and interests. <p>Understanding of impacts:</p> <ul style="list-style-type: none"> • Summary of consultation with stakeholders and local communities that has occurred to date. • Summary of the identified impacts that the Project will have, or may be expected to have, on the stakeholders. • Evidence of having considered or incorporated the feedback from the local community during Project design, development, and future implementation to maximise the Project’s benefits for community stakeholders. • Approach to maximise local workforce training and engagement strategies including through partnerships with trade unions, registered training organisations, group training organisations and established portable entitlement industry funds. <p>Shared community benefit commitments:</p> <ul style="list-style-type: none"> • Shared community benefit commitments for the Project in the completed MC3 Returnable Schedule, including any specific First Nations benefit sharing initiatives. 	<p>stakeholders and local community engagement to date and evidence of early engagement.</p> <ul style="list-style-type: none"> • Evidence of past stakeholder and local community engagement activities, including who was consulted and what communication tools were used. • Evidence of building trust with potentially impacted stakeholders and local communities. • Evidence of local community commitments and shared benefits established, or to be established, that have a long-lasting and meaningful positive economic and social impact on the beneficiaries. The quality and positive impact of initiatives will be valued over the quantum of initiatives. • Evidence of experience and / or a plan to develop local workforce capacity and capability including through engagement of apprenticeships, traineeships, pre-vocational programs and upskilling strategies. • Active involvement of local communities in the co-designing of benefit sharing schemes will be assessed favourably. • Demonstration of commitments to shared benefits that exceed the minimum requirements of State or local government development and planning Approval processes.

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](#).

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Each Financial Value Bid will be assessed individually against the Stage B – Financial Value Merit Criteria below. The primary consideration in awarding the Dispatchable CISA to successful Projects under the CIS will be value for money, which extends beyond cost considerations.

Select the relevant Merit Criterion to learn more	
	Merit Criterion 4 – Financial value and Capacity Credits
	Merit Criterion 5 – Commercial departures
	Merit Criterion 6 – First Nations and Social Licence Commitments

Merit Criterion 4 – Financial value and Capacity Credits

This criterion will be used to assess the financial value of the Project and the ability of the Project to receive Capacity Credits under the RCM as a measure of its contribution to system reliability and benefits.

Capacity Credits are assigned to Projects under the RCM with the purpose to meet the Reserve Capacity Requirement (RCR) determined two years ahead in the WEM Electricity Statement of Opportunities (ESOO). Further information on the RCM is available on the [AEMO website](#).

Note: the assessment of a Project’s ability to, or the likelihood that a Project will or may, be awarded Certified Reserve Capacity or to be assigned Capacity Credits under the RCM for any capacity year for the purpose of the Tender 2 Process (Assessment) is not an express or implied representation or commitment as to assessment outcomes or any other activity undertaken by AEMO for the purpose of the RCM. AEMO is not bound by or liable for (and the Proponent is not entitled to rely on) the Assessment undertaken for the purposes of the Tender 2 Process in relation to any matter under the WEM Rules or WEM Procedures, including assessment of any Expression of Interest, any application for Certified Reserve Capacity or assigning Capacity Credits under and in accordance with the WEM Rules and WEM Procedures for any current or future Reserve Capacity Cycle. By signing and returning the Process Deed Poll, the Proponent acknowledges and accepts the terms of this disclaimer.

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What is assessed?	What is required?	What are we looking for?
<ul style="list-style-type: none"> The benefits that the Project’s generation may have in the WEM, and the forecast cost of the Dispatchable CISA. This includes consideration of a Project’s potential Network Access Quantity (NAQ) and ability to receive Capacity Credits under the Reserve Capacity Mechanism.⁴ Assessment will consider a range of energy market scenarios to test Financial Value Bids for their ability to demonstrate value across a diverse range of future outcomes. 	<ul style="list-style-type: none"> Completed returnable schedule, that includes Key Commercial Terms, including each of the following: <ul style="list-style-type: none"> Annual Floor. Annual Ceiling. Annual Payment Cap. Final Support Commencement Date. Final Support End Date. Technical information including but not limited to: <ul style="list-style-type: none"> Nameplate Capacity and storage capacity (if applicable). COD Target Date. Expected operational guarantee life. Degradation profile⁵. Connection type. An Independent Expert Report that includes modelled generation traces (for Hybrid Projects) as required for RCM purposes (clause 4.10.3A of the WEM Rules). Fuel source. Location of Project and network Connection Point. Network access information provided by Western Power about the risk of the Project’s generation being constrained in different dispatch scenarios. Technical reports and/ or independent studies about the Project’s contribution to system reliability and/or additional system benefits. 	<ul style="list-style-type: none"> Projects that are located in areas forecast to have low amounts of network congestion, and a low likelihood of generation being constrained in different dispatch scenarios. <ul style="list-style-type: none"> These Projects are anticipated to demonstrate an ability to receive a high Network Access Quantity and amount of Capacity Credits as a proportion of their Peak Certified Reserve Capacity. The amount of Capacity Credits determined in this assessment impact both forecast Net Dispatchable CISA cost and wholesale market benefits as shown below. Projects with a relatively low forecast Net Dispatchable CISA cost (defined in $\\$/MW_{CC}$), and maximum liability (defined as $\\$/MW_{CC}$). It is expected that the cost of a project may be reduced if it includes: <ul style="list-style-type: none"> Low Annual Payment Cap (in \$). Low Annual Floor (in $\\$/MW_{CC}$). Low Annual Ceiling (in $\\$/MW_{CC}$). Low number of Support Years. Projects with a relatively high ability to contribute to reducing WEM prices and volatility, including consideration of location, potential NAQ and quantity of Capacity Credits.

⁴ See, e.g. clauses 4.10, 4.11 and 4.15 of the WEM Rules.

⁵ Annual degradation in aggregate for all Project components.

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What is assessed?	What is required?	What are we looking for?
	<ul style="list-style-type: none"> Documented evidence to support the DSOC and charge level capability data for each year of the expected life of the Project. 	

Merit Criterion 5 – Commercial departures

This criterion will be used to assess the nature and extent of any commercial departures and the resulting risk-transfer from the proforma Project Documents, in particular the Dispatchable CISA.

What is assessed?	What is required?	What are we looking for?
<ul style="list-style-type: none"> Materiality of changes to risk allocation and additional administrative burden or new risks from what is set out in the proforma Project Documents. 	<ul style="list-style-type: none"> Completed departures table (returnable schedule), including the reason for requesting each departure. Marked-up and clean version of the Project Documents in a form ready for acceptance, in both Word and pdf. If 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 considered capable of acceptance by the Australian Government and ready for execution by the Proponent. 	<ul style="list-style-type: none"> Bids that accept the proforma Project Documents with no changes to the risk allocation, i.e. minimal to no departures from the proforma Project Documents. If 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; or – consistency with the Australian Government’s policy objectives.

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.

Note: Proposed departures that are required to accommodate a Hybrid Project are not expected to be assessed unfavourably.

Merit Criterion 6 – First Nations and Social Licence Commitments

This criterion will be used to assess the quality of the Project’s approach and strength of binding Social Licence Commitments, including genuine social and economic opportunities for First Nations groups, and regional economic development, including local supply chains and workforce through the CIS.

The Social Licence Market Briefing outlines the Australian Government’s expectations for First Nations and Social Licence Commitments and provides examples of commitments that could demonstrate merit and support higher quality Bid responses. Proponents should consider any commitments offered against this Merit Criterion 6 to be binding under the Default and Alternative Financial Value Bid.

For Tender 2, Proponents are encouraged to consider commitments similar to those outlined in the NSW Renewable Energy Sector Board's Plan minimum requirement objectives for supply chain, employment, skills and knowledge transfer, First Nations participation, and fair and ethical practices.

First Nations commitments

What is assessed?	What is required?	What are we looking for?
<ul style="list-style-type: none"> Economic participation and/or financial commitments to be implemented by Proponents for the benefit of First Nations communities. Strategies and processes in place to ensure that commitments will be delivered. 	<ul style="list-style-type: none"> Commitments that provide economic benefits and empowerment for First Nations communities. Commitments that consider and seek to address identified issues in the specific local community context and deliver economic and/or financial opportunities for the local First Nations community, as well as addressing any Project-specific adverse impacts within the First Nations communities. Strategies and activities to demonstrate how commitments will be delivered. Completed First Nations component of the MC6 returnable schedule that includes all First Nations commitments. 	<ul style="list-style-type: none"> Commitments that have considered and incorporated feedback and interests in the design of the initiatives and are tailored specific to relevant First Nations communities. Projects that demonstrate stronger financial commitments to First Nations communities (e.g. equity sharing, revenue sharing, employment and training opportunities etc.) may be found to be of higher merit.

Social Licence Commitments

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What is assessed?	What is required?	What are we looking for?
<ul style="list-style-type: none"> • Social Licence Commitments to be implemented by Proponent within the Project’s community. • Strategies and processes in place to ensure that commitments will be delivered. 	<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 addressing any project-specific adverse impacts within the local community. • Strategies and activities to demonstrate how Social Licence Commitments will be delivered. • Completed components of the MC6 returnable schedule that include each of the following: <ul style="list-style-type: none"> – 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 and materials (includes assessment of pre-COD CAPEX and post-COD OPEX). 	<ul style="list-style-type: none"> • Commitments that have considered and incorporated community feedback and interests in the design of the initiatives and are tailored specific to the relevant local communities. • Commitments to local employment and training, including the training of apprentices, as well as high labour standards. • Commitments that demonstrate an understanding of Australian supply chains and benefits, and the use of Local Content.

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 4).

Unless otherwise expressly provided in these Tender Guidelines, 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 with which to enter into Project Documents. Those rights, discretions and obligations include a number of important requirements in relation to the receipt and evaluation of Bids, including rights to:

- 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 Project Bid lodged after the Project Bid Closing Date and Time and/or any Financial Value Bid lodged after 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 that all information (including their Bids) which they submit in response to these Tender Guidelines is complete, accurate, adequate and current and must not provide false or misleading information. If a Proponent is unable to provide the required information pursuant to these Tender Guidelines, this must be expressly set out in its Bid and the reasons given. Tenderers are required to advise the Australian Government and AEMO if there is a change to any information previously provided by them to the Australian Government or AEMO in, or in relation to, their Bid.

Bids must:

- 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 when 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 the Financial Value Bid Closing Date and

Time (as applicable). These additional instructions or materials may be issued at the absolute discretion of the Australian Government and AEMO.

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 that are revealed as a result of the Australian Government's or AEMO's own investigations or analyses in assessing the Bids;
- elements of a Proponent's response to one Merit Criterion when assessing another Merit Criterion. This includes the consistency of the Proponent's Bid with the information provided in its response; and
- the Proponent's continuing compliance with the Eligibility Criteria and any re-assessment of any or all Merit Criteria.

4.1 Application of, and agreement to comply with, these Tender Guidelines

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

Participation by a Proponent and its Consortium Members in the Tender Process is subject to the Proponent complying, and ensuring that (as applicable) its Associates comply, 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, a Proponent is deemed to accept, acknowledge and agree, and by executing the Process Deed Poll, a Proponent expressly agrees:

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

These Tender Guidelines apply to:

- a. other information given, received, or made available arising from or in connection with these Tender Guidelines and/or the Tender Process, including any Addenda;

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- b. the Tender Process and the participation of each Proponent and its Associates in the Tender Process; and
- c. any communications, including any presentations, meetings or negotiations (whether before or after the release of these Tender Guidelines), relating to these Tender Guidelines or the Tender Process.

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

In addition to any other remedies available to the Australian Government or AEMO under Law, contract, the Tender Process or these Tender Guidelines, any failure by the Proponent or any its Associates to comply with any Law, contract, the Tender Process or these Tender Guidelines will, in the absolute discretion of the Australian Government or AEMO, and without limitation, entitle the Australian Government or AEMO to terminate the participation (or further participation) of the relevant Proponent or Associate(s) 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 Western Standard Time (AWST), unless specified otherwise (e.g. as Australia Eastern Standard Time (AEST));
- h. a reference to a party in the Tender Guidelines or another agreement or document includes that party's successors, permitted substitutes and permitted assigns (and, when applicable, the party's legal or personal representatives);
- i. a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and all legislation, regulations, rules or statutory instruments under it as they may be so modified, re-made or substituted;
- j. a reference to a Government agency includes any relevant successor (no matter how constituted) of the Government agency under a machinery of government change or that is performing any relevant function or responsibility that is or was performed at any relevant time by the Government agency;
- k. if the Proponent 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

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the Process Deed Poll or because the Australian Government or AEMO is seeking to rely on a provision contained in the Tender Guidelines and/or the Process Deed Poll;

- m. if the Tender Guidelines or the Process Deed Poll purports to exclude Liability for a particular matter, such exclusion only operates to the extent permitted by Law;
- n. the Australian Government may give, modify, withhold, withdraw, make or exercise any action, approval, consent, decision or discretion or other function under the Tender Guidelines at the Australian Government's absolute discretion and at any time and without any Liability to any Proponent or prospective Proponent; and
- o. a reference to the Australian Government or to AEMO includes (when applicable) their officers, employees, servants, agents, contractors, consultants, nominees, licensees or advisers.

4.3 Not an offer

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

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

Subject to the operation of [Section 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 legal rights.

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

To the extent permitted by Law, the Australian Government or AEMO will not under any circumstances be liable for any costs incurred by any person (including Proponents, 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 or non-excludably provided by Law, no Proponent, Consortium Member or its and/or their respective Associates are entitled to make any

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Claim against the Australian Government or AEMO for any Liability incurred by any one or more of them arising out of, or in connection with:

- a. the Tender Guidelines (including the exercise or non-exercise of any discretion by the Australian Government or AEMO under the Tender Guidelines or any alleged representation contained in the Tender Guidelines);
- b. the Tender Process, or their participation in it, or the conduct of the Tender Process by the Australian Government or AEMO, in any respect;
- c. the submission of (or failure to submit or decision not to submit) a Bid;
- d. the Australian Government's or AEMO's evaluation of, or decision not to evaluate, a Bid including any decision not to invite submission of a Financial Value Bid;
- e. the Australian Government's selection of, or decision not to select, any Bid or Project to enter into any Project Documents;
- f. any omission from or inaccuracy in these Tender Guidelines or any Disclosed Information, or any failure to disclose information;
- g. any inspections of any site related to a Project;
- h. the granting (or not granting) of any Approvals required or desired in relation to 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 must indemnify, and must keep indemnified on demand, the Australian Government and AEMO from and against any Claim or Liability suffered or incurred by the Australian Government or AEMO arising out of, or in connection with:

- a. any breach by the Proponent or its Associates of the Tender Guidelines, including a failure to comply with the Tender Guidelines or any breach of a representation or warranty given by any of them pursuant to the Tender Guidelines;
- b. any Claim brought by the Proponent or any of its Associates against the Australian Government or AEMO or any of their respective Associates with respect to any of the matters or events identified in this [Section 4.4](#); or
- c. (if applicable) any site inspection to the extent that the relevant Claim or Liability is caused by the act or omission, including any negligence of, the Proponent, a Consortium Member or any of its or their respective Associates, including Arms' Length Associates.

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

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

4.5 No warranty

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

- a. makes any warranties or representations (express or implied), or assumes any duty of care, or accepts any Liability, with respect to the completeness, accuracy, adequacy or currency of the Tender Guidelines or the Disclosed Information;
- b. makes 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. accepts responsibility or is liable in any way for any Liability of whatever kind (whether foreseeable or not) however arising (including by reason of negligence or default), incurred by any person in connection with the Tender Guidelines, 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

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

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 of the Australian Government and AEMO.

The 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 must, and must ensure that each Consortium Member and its or their Associates agree to:

- 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).

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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 the relevant Disclosed Information, provided that that person:
 - i. promptly gives notice to the Australian Government and AEMO; and
 - ii. makes disclosure on terms that preserve the confidentiality of the Disclosed Information to the greatest extent possible.

The Proponent must, and must ensure that its Associates agree to:

- 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. promptly notify the Australian Government or AEMO 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. promptly take all reasonable steps to prevent or stop any such suspected or actual breach or unauthorised disclosure or use.

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

Proponents will be responsible for their own compliance with this [Section 4.8](#), as well as the compliance of their Associates, Consortium Members and the Consortium Members' Associates.

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 and absolute discretion. In that case, the Proponent must, and must ensure that its relevant Associate do enter into that agreement or deed within ten (10) Business Days after being requested to do so. If they do not do so, they may be excluded from further involvement in this Tender 2 Process.

4.9 Intellectual Property Rights

Unless otherwise indicated in these Tender Guidelines, the Australian Government or AEMO (as applicable) owns such IP Rights as may exist in these Tender Guidelines and the Disclosed Information. Proponents, 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 2 Process and preparing and submitting a Bid.

Upon submission of any Bid documents in this Tender 2 Process, each physical or electronic Bid document, and any media on which they are contained, becomes the property of the Australian Government. Neither the Australian Government nor AEMO will return any Bid documents, or any media on which they are contained (or any copies that are made), to Proponents.

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

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

- a. evaluating 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;
- b. providing generalised learnings and improvements to any future tender processes, including any tender guidelines and other tender documentation, on a de-identified basis;
- c. provision to a person to the extent necessary in connection with an exercise of rights contained in these Tender Guidelines;
- d. provision to any Commonwealth Entity or Government Authority, when this serves the Commonwealth's legitimate interests, including to the Australian National Audit Office;
- e. provision to the officers, employees, agents, contractors, legal and other advisers and auditors (as applicable) of the entities set out in the preceding paragraphs; and
- f. making any other disclosure that is permitted by [Section 4.20](#) of these Tender Guidelines.

The Proponent warrants that it and each relevant Associate 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, moral rights, rights of confidentiality or any other rights of any person. The Proponent 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 and the names of other Consortium Members, 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 any part of a Bid.

4.10 Others to be bound

A Proponent must ensure that each of its Associates to which or whom these Tender Guidelines and/or any Disclosed Information or which or who 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 under (and of each Associate arising from) 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 Bid if that error becomes known or apparent after the relevant Closing Date and Time, but in no event will any correction be permitted if the Australian Government or AEMO 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:

- a. finds any discrepancy or error in, or has any doubt as to the meaning or completeness of, these Tender Guidelines, the Disclosed Information or the Tender Process, they must; or
- b. requires clarification on any aspect of these Tender Guidelines, the Disclosed Information or the Tender Process, they may,

notify AEMO in writing through the process described in [Section 4.39](#). If paragraph a. applies, that notice must be provided as soon as reasonably practicable after that discrepancy, error or doubt as to meaning or completeness is discovered and in any event not less than five (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).

The Australian Government or AEMO may make identified questions and clarifications available to all Proponents in accordance with [Section 4.39](#). The Australian Government or AEMO 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 the Australian Government or AEMO, in their absolute discretion, consider it appropriate in all the circumstances.

The Australian Government and AEMO reserve their 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

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case by the Australian Government or AEMO, will be taken to be included in these Tender Guidelines or Tender Process, unless it is contained in an Addendum.

Meetings with the Australian Government and/or AEMO

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

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

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

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

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

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

Clarification of a Bid

The Australian Government or AEMO may seek clarification and information from and enter into discussions with any or all of the Proponents (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 at risk of disqualification.

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

Authority to Seek Further Information

By submitting a Bid, the Proponent:

- a. agrees that the Australian Government and AEMO may (and consents to and authorises each of the Australian Government and AEMO to) undertake due diligence investigations, seek further information about, and enquire into, the Proponent, any of its Associates and the proposed Project, including its or their financial position, as well as any Bid submitted as part of the Tender Process and any claims made in a Bid regarding the Project or the capability and experience of the Proponent and its 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 and 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, agrees that the Australian Government may ask AEMO to assess the portfolio impact of Projects on the network through detailed power systems modelling, consents to AEMO providing such information, 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 will have no claim against the Australian Government and its Associates in defamation, or otherwise, with respect to any matter arising out of the provision or receipt of information by the Australian Government and/or AEMO to or from, any other Territory, State or Commonwealth government agency for the above purposes.

Prohibited Conduct

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

- a. seek or obtain the assistance of the Australian Government or AEMO (or any person who has been an Associate of the Australian Government or AEMO within the 12 months prior to the Registration Date) in the preparation of a Bid (other than as permitted under these Tender Guidelines or approved in writing by the Australian Government); or
- b. lobby the Australian Government or AEMO or otherwise take actions to influence the outcome of this Tender 2 Process (other than as permitted under these Tender Guidelines).

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

4.14 Conflict of Interests

Primary obligation in relation to conflict of interests and notification requirements

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

- a. the Australian Government or AEMO in respect of the CIS or the Tender Process or any related matters; or
- b. a Competing Proponent in respect of the Tender Process, its Bid or any Project that is or is intended to be the subject of its Bid.

Subject to and in accordance with [Section 4.39](#), all notifications required to be made by Proponents, 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 interests relating to the Tender Process or a Project, must be made using, and consistent with, the conflict of interests form made available to registered Proponents on the Online Portal.

If, in respect of a Proponent, its Consortium Members or their Bids or Projects, any:

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

the Proponent or Consortium Member, as relevant, must:

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

Conflict of interests between Competing Proponents

Each Proponent:

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

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- ii. 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. undertakes to promptly notify AEMO if:
 - i. 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); or
 - ii. it becomes involved with a Competing Proponent or Consortium Member of a Competing Proponent or becomes an Associate of the Australian Government in respect of the Tender Process;
- c. warrants that no actual, potential or perceived conflict of interests has arisen or will arise in respect of the Proponent or its Associates in respect of the Tender Process; and
- d. acknowledges and agrees that the Australian Government or AEMO has the right to exclude the Proponent and/or any of its Associates from the Tender Process if any of them does not comply with this [Section 4.14](#).

Conflict of interests 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 Associates, including Arms' Length Associates, and the Proponent must provide the list or lists requested within two (2) Business Days after receipt of any such request from the Australian Government or AEMO.

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

- a. a Competing Proponent;
- b. a Consortium Member of a Competing Proponent; or
- c. the Australian Government or AEMO,

unless:

- d. the Proponent has first notified the Australian Government and AEMO of that fact;
- e. the Proponent has received written consent from the Australian Government or AEMO (either conditionally or unconditionally and at their absolute discretion) to the relevant person being an Associate for both the Proponent or a Consortium Member and for the Competing Proponent, Consortium Member or the Australian Government or AEMO (as applicable);
- f. the Proponent has provided written confirmation to the Australian Government and AEMO that all necessary protocols are in place in relation to information and personnel separation and ringfencing (for example, information barriers) that would reasonably be expected for persons participating in a competitive tender process of this nature (Conflict Protocols); and
- g. the Australian Government or AEMO has confirmed that such Conflict Protocols meet expected probity standards.

If at any time the Australian Government or AEMO rejects the proposed Conflict Protocols, or the affected Proponent and/or its Associate fails to observe such agreed arrangements, then the

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Australian Government and AEMO reserve the right (without limitation to any other discretion or action) to terminate the Proponent's or Associate's further participation in the Tender Process.

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

Conflict of interests between the Australian Government and a Proponent

In addition to the primary obligation on Proponents 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 if it is aware of any relationship that the Proponent or any of its Associates may have with any entity involved or connected with the Project or the administration of the Tender Process, or 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), or was otherwise assisted by a person if that person:

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

Before the 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. If a Proponent makes such a request, the Australian Government may, in its absolute discretion, at any time:

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

Industry Members of AEMO

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

4.15 No anti-competitive conduct

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

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

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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, or disclosure, exchange or clarification of, information related to this Tender Process to the Australian Government or AEMO, any Competing Proponent or Consortium Member or any person or organisation.

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

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

In addition to any other remedies available to it under Law or contract, the Australian Government or AEMO may, in their absolute discretion, disqualify a Proponent or any of its Associates if that Proponent 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 publicly 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 any of the matters referred to in the previous paragraph, 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 and 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;

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- 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 any of the matters referred to in the first paragraph of [Section 4.17](#) must not be made without notifying the Australian Government or AEMO and obtaining their prior written consent to continue to participate in the Tender Process.

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:

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

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

The Proponent acknowledges and agrees, and must ensure that each of its Associates acknowledges and agrees, that it has or they have been made aware of the matters outlined in this [Section 4.18](#).

4.19 Proponents to perform own due diligence

The Proponent must, and must ensure that its Consortium Members do, carry out all relevant investigations, make their own review and evaluation, and examine and acquaint themselves in respect of the following matters (as relevant to each of them):

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

The Proponent acknowledges and agrees, and must ensure that its Consortium Members acknowledge and agree, 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 that such information should not be regarded as a substitute for the exercise of their own judgement by each Proponent and each Consortium Member.

The Proponent and its Consortium Members 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

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by submitting any Bid, the Proponent and each of its Consortium Members acknowledges and agrees that it has 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 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 2 Process, the WEM, the WEM Rules, 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, at any time, copy and distribute 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 that disclosure is:

- a. required or permitted by Law, or in the course of legal proceedings;
- b. in respect of information that 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 criterion;
 - iii. the levels of scoring or price from Bids, including as they may delineate successful and unsuccessful Bids; and
 - 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 Ministers or their advisers, any relevant parliament, parliamentary committee, ombudsman or anti-corruption commission (or similar body in any jurisdiction);
- f. required, in order to conduct due diligence, for the Australian Government or AEMO to contact a relevant Australian Government, State or Territory Government or other relevant parties about a Bid, Project or Proponent;
- g. consistent with the ordinary transparency or reporting processes of the Commonwealth; or
- h. provided to the Australian Government's Associates including Government agencies and entities, insurers or subject matter experts, for any purpose described in [Section 4.21](#) and [Section 4.22](#).

4.21 Use of Bids

Without limitation to the rights granted in [Section 4.9](#) and [Section 4.20](#), the Proponent grants, and must ensure that each of its relevant Associates grant, to the Australian Government and AEMO an irrevocable, perpetual, non-exclusive, transferable, worldwide, free-of-charge licence to use, reproduce, develop, communicate, modify and/or sub-license the whole or any part of any Bid for the purposes of:

- a. negotiation, evaluation and undertaking due diligence and review and a strategic risk assessment of the relevant Bid;
- b. supporting the Australian Government's and AEMO's due diligence and strategic risk-assessment for the Tender Process, and otherwise ensuring that the Tender Process is competitive; and
- c. providing generalised learnings and improvements for any future tender processes, including any Tender Guidelines and other tender documentation, on a de-identified basis.

The Proponent warrants, and must ensure that each of its Associates who or which grants a licence as required by this [Section 4.21](#) warrants, that:

- d. it has or they have the authority to grant the licence contemplated in this [Section 4.21](#); and
- e. the exercise by the Australian Government or AEMO, or any person authorised by it or them consistent with, or as contemplated by, the Tender Guidelines will not infringe the IP Rights, moral rights or other rights of any person.

The Proponent 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 given by it in, or by its Associates pursuant to, this [Section 4.21](#).

4.22 No amendment

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

4.23 Withdrawal of Bid

A Proponent that wishes to withdraw or revoke a Bid must promptly 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.

The Proponent warrants that its Bid accurately identifies:

- a. the Proponent (including its corporate structure and structure and membership of the Proponent); and
- b. any Consortium Members; and
- c. its and their respective Related Bodies Corporate.

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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.

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

Following announcement of the Tender Process, if 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 a single entity) then that Bid Entity must be the Proponent for the purposes of these Tender Guidelines.

If the Bid Entity is not available to register to participate in the 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 that registers a Project on the Online Portal will (unless otherwise agreed with the Australian Government) be the Proponent for the purposes of the Tender Process.

4.25 No requirement to return

The Proponent and each of its Consortium Members acknowledges and agrees that the Australian Government and AEMO will not be required to return the Bid, or any other 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 Associates' participation or involvement in any part or the whole of the Tender Process is at the sole cost and risk of the Proponent and/or Associate as applicable.

Neither the Australian Government nor AEMO will be responsible for, and no Proponent or its Associates is entitled to be reimbursed for or to make a Claim for, any Liability 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 Liability incurred in attending meetings with the Australian Government or AEMO, or providing any further clarification requested by the Australian Government or AEMO or for any work undertaken in relation to any Project.

4.27 No publicity

Except to the extent required by Law, or the binding requirement of a recognised stock exchange, a Proponent must not, and must ensure that its 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, such consent to be provided in the absolute discretion of the Australian Government.

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.

The Proponent acknowledges and agrees, and must ensure that its Associates acknowledge and agree, 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 that is otherwise incomplete;
- b. suspend or terminate the Tender Process;
- c. not further consider any Proponent or Bid that fails to satisfy the Eligibility Criteria or the Merit Criteria;
- d. reject or accept any Bid notwithstanding whether such Bid is lower priced, higher-ranked, or otherwise;
- e. make a recommendation (or not make a recommendation) in respect of any Bid at any stage of the Tender Process, including making a recommendation (or not making a recommendation) to designate as a Successful Proponent a Proponent that 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 to designate as a Successful Proponent any Bid or Project, including those that are recommended to the Australian Government by AEMO;
- g. accept or reject the whole or part of any Bid to the extent, in the case of part-acceptance, that part of the Bid is capable of such partial acceptance;
- h. suspend or terminate a person's participation in the Tender Process if the Australian Government or AEMO forms the view that the person (or one of more of their Associates) has breached or not complied with the Tender Guidelines. For the avoidance of doubt, neither the Australian Government nor AEMO is obliged to exclude a Proponent, 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 and absolute discretion, take such information, material, clarification or explanation into consideration in their evaluation of a Bid;
- j. if additional information is required by the Australian Government or AEMO pursuant to subparagraph (i), and it is not provided within the timeframe nominated by the Australian Government or AEMO (if any), continue to evaluate the Bid on the basis of the information provided or otherwise available;

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- k. waive any or all (in whole or in part) of the obligations of the Proponent, its Consortium Members or its or their respective Associates (or a Competing Proponent, its Consortium Members or its or their Associates) under the requirements of 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 that is submitted at any time after the relevant Closing Date and Time or that is submitted otherwise than in accordance with these Tender Guidelines;
- q. accept or reject any clarification question or request for a meeting 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 the Proponent or its Consortium Members or any Competing Proponent or its Consortium Members on any matter the Australian Government or AEMO may determine, including allowing the Proponent or a Competing Proponent to clarify, alter, amend, add to or change its Bid after the 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 Value 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 any Proponent, Consortium Member or its or their respective Associates that is in the public domain, or that is obtained by the Australian Government or AEMO through its or their own investigations;
 - iii. information provided by any Proponent or Consortium Member in response to a particular Eligibility Criterion or Merit Criterion 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 clarification questions given by Proponents or Consortium Members and without notifying the Proponent or a Consortium Member and/or Associate (if applicable) of that information;
- v. appoint or decline to appoint any number of Successful Proponents or change Successful Proponents at any time;
- w. require the Proponent or any Competing Proponents to make a 'best and final offer';
- x. withdraw, cancel or modify (substantially or otherwise) the CIS or any part of the CIS;

- y. change the Tender Process or any part of the CIS in any way it sees fit (including adding an additional Stage or round of clarifications) and commence a new Tender Process in relation to the CIS on a similar or different basis to that outlined in these Tender Guidelines, having regard to probity matters, if any;
- z. not attribute any reasons for any actions or decisions taken, including in respect of the exercise of any or all of the abovementioned rights and discretions; and
- aa. otherwise take any such other action as it considers appropriate in relation to the Tender Process.

4.29 Bids binding

The Proponent acknowledges and agrees that:

- a. subject to [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. will 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 a 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. it has had full access to and fully considered, and has satisfied itself of, all relevant legal, technical, accounting, commercial, financial and insurance advice and matters relevant to its decision to 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 acknowledges and agrees, and must ensure that its 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 that, at the date of these Tender Guidelines, the Australian Government and AEMO consider as or anticipate as being relevant in assisting the Australian Government and AEMO in their selection of any Successful Proponent(s).

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

requested to do so by the Australian Government or AEMO, or such longer period as is identified by the Australian Government or AEMO in the notice seeking that information.

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. When applicable, the Proponent and its 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 (or not finalise) the Project Documents with the Proponent or to enter into (or not enter into) the Project Documents with any other Proponent or any other person.

4.33 Material changes in circumstances

The Proponent must notify the Australian Government and AEMO promptly in writing:

- a. of any event of which it is aware that may affect or have an adverse impact on the capability, financial position or capacity of the Proponent or its Associates or the ability of the Proponent or its Associates to continue to participate in the Tender Process or comply with these Tender Guidelines;
- b. of any circumstances that may affect the completeness, accuracy, adequacy or currency of any of the information provided in, or in connection with, the Bid or the Proponent's (or any of its Associates') participation in the Tender Process; 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 assess the information provided in that notice and then to:

- a. terminate the further participation of that Proponent or Associate in the Tender Process;
- b. invite the Proponent to amend its Bid accordingly; or
- c. take no further action.

4.34 No obligation to enter into contracts

The Australian Government, which is the responsible entity for entering into any Project Document, is under no obligation to enter into pre-contractual negotiations or any Project Documents with any Proponent or any other person. Irrespective of whether the Australian Government selects a Successful Proponent, or AEMO makes a recommendation in respect of a Proponent, if the Australian Government decides not to enter into a contract in relation to a Project, the Australian Government

may proceed to enter into contracts with Competing Proponents or pursuant to any alternative tender or other process. For the avoidance of any doubt, if the Australian Government decides not to appoint or enter into a contract with one or more Successful Proponents, the Australian Government will be free to proceed via any alternative process.

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

4.35 Debriefing and disclosure

The Australian Government or AEMO, in its absolute discretion, may (but is under no obligation to) provide general debriefing information to unsuccessful Proponents. Any such debriefing will generally be on a collective basis and will discuss general strengths and weaknesses of Bids and will not reveal any information that could compromise the Tender Process or any future tender process (including any participants therein). Neither the Australian Government nor AEMO are under any obligation to give reasons for the non-acceptance of a Proponent's Bid.

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

4.36 Complaints

- a. Any complaints arising out of or in connection with these Tender Guidelines or the Tender Process must be lodged promptly through the Online Portal upon the cause of the complaint arising or becoming known. The complaint must set out:
 - i. the basis for the complaint (specifying the issues involved);
 - ii. how the subject 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 Right to issue addenda

Each Proponent agrees and must ensure that its Associates agree, that:

- a. at any time during the Tender Process, the Australian Government or AEMO may, in its absolute discretion, amend these Tender Guidelines, the Tender Process, any Project Documents and any document associated with the Tender Process, by issuing an Addendum;
- b. neither the Australian Government nor AEMO will have any Liability to the Proponent or any of its Associates as a consequence of the exercise of, or failure to exercise its right to issue any such Addendum; and
- c. the Proponent will ensure 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 will remain otherwise in full force and effect apart from such provision which will be deemed deleted only to the extent required to remedy such invalidity, unenforceability or illegality. In such a case, the Australian Government or AEMO may, at their absolute discretion, amend these Tender Guidelines in accordance with [Section 4.37](#).

4.39 Communications

Communications from the Proponent (including any Associate) to the Australian Government and AEMO regarding the Tender Process will be managed (as applicable) through the Online Portal and subject to these Tender Guidelines and probity requirements. Communications or notifications to the Australian Government and AEMO regarding the Tender Process must be made (as applicable) through the Q&A Process, the conflict of interests 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 the Tender Process. Each means of communication will be made available to registered Proponents only through the Online Portal (unless otherwise notified by the Australian Government or AEMO during a Tender Process). 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 acknowledges and agrees that it will not, and that it will ensure that its Associates do not, make contact with the Australian Government or AEMO to make enquiries, 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. By participating in the Tender Process, the Proponent and each of its Consortium Members will be taken to have accepted the application of those Laws and to have submitted to the jurisdiction of the courts of the Australian Capital Territory. 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 and Schedule 6 of the draft Dispatchable CISA.
- b. Any Successful Proponent will be required 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, as required by the Dispatchable CISA.

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**) and Schedule 6 of the draft Dispatchable CISA.
- 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, to undertake to provide to the Australian Government, if they are a Successful Proponent, a current letter of compliance with the WGE Act issued by the WGEA prior to entry into the Dispatchable CISA.

5.3 Employee Entitlements

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

5.4 Significant Event

- a. Proponents are referred to Schedule 6 of the draft Dispatchable 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](#) below and, if there is, to provide details.

5.5 Prohibited Dealings

- a. Proponents are referred to Schedule 6 of the draft Dispatchable CISA.

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- b. Proponents will be required as part of the Tender Process to warrant that they and any Associate is or is not a Prohibited Entity. If the Proponent or any Associate is a Prohibited Entity, they will not be permitted to participate in the Tender Process.

5.6 Modern Slavery

- a. Proponents are referred to the *Modern Slavery Act 2018* (Cth) (**MS Act**) and Schedule 6 of the draft Dispatchable CISA.
- 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	Either or both of AEMO Limited and AEMO Services
AEMO Limited	Australian Energy Market Operator Limited (ABN 94 072 010 327).
AEMO Services	AEMO Services Limited (ABN 59 651 198 364).
AEST	Australian Eastern Standard Time.
Alternative Financial Value Bid	The document submitted by a Proponent following a Project Bid and with or following submission of a Default Financial Value Bid, comprised of: <ul style="list-style-type: none"> a. the mandatory part of a Default Financial Value Bid with the only changes being to the permitted Bid Variables, as described in Section 2.3 of these Tender Guidelines; b. any Returnable Schedules provided with the Altered Financial Value Bid; and c. any additional information submitted by the Proponent in respect of the Altered Financial Value Bid.
Annual Ceiling	Has the meaning given to it in the draft Dispatchable CISA.
Annual Floor	Has the meaning given to it in the draft Dispatchable CISA.
Annual Payment Cap	Has the meaning given to it in the draft Dispatchable CISA.
Approval	Any approvals, authorisations, permits, consents, licences, registrations, determinations, certificates, permissions, exemptions and the like from any Authority or under any Law required to be issued, obtained or satisfied in connection with the performance by the Successful Proponent of its obligations under these Tender Guidelines and/or the Project Documents.
Arms’ Length Associates	In respect of an entity: <ul style="list-style-type: none"> a. means its agents, external contractors, consultants, nominees, licensees or advisers who are involved in assisting or advising the entity in relation to the Tender Process or the CIS; and b. if the entity is the Proponent, the Bid Entity or a Consortium Member, also includes a Debt or Equity Provider that is offering to provide funding in relation to the Bid, and any of its Close Associates.
Associated Project	A single, separately identifiable, co-located facility intended to be built together with the Project, or an existing generation facility with which the Project will be co-located.
Associates	In the case of a Proponent, includes: <ul style="list-style-type: none"> a. any Related Body Corporate of the Proponent; b. any Consortium Members (including any Bid Entity) and their Related Bodies Corporate (if any); c. any Close Associates of the entities referred to in paragraphs (a) and (b); and d. where specifically indicated, any Arms’ Length Associates. In the case of the Australian Government, means: <ul style="list-style-type: none"> a. AEMO; and b. any Close Associates of the Australian Government and AEMO.

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	<p>In the case of AEMO, means:</p> <ol style="list-style-type: none"> a. the Australian Government; and b. any Close Associates of the Australian Government and AEMO.
Australian Government	The Commonwealth of Australia as represented by Department of Climate Change, Energy, the Environment and Water or such other Commonwealth agency as is from time to time responsible for the Tender Process or is otherwise relevant in the particular context.
Authority	Any government department, local government council, government or statutory authority, body, instrumentality, minister, agency or other authority exercising administrative or regulatory functions.
AWST	Australian Western Standard Time.
Bid	<p>The documentation submitted by a Proponent in relation to the Project in response to:</p> <ol style="list-style-type: none"> a. Stage A – Project Bid; or b. Stage B – Financial Value Bid of the Tender (including any Default Financial Value Bid and Alternative Financial Value Bid), <p>including, Returnable Schedules, together with any additional information submitted by the Proponent.</p>
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 the State of which a Project is located.
Capacity Credits	Has the meaning given to the term Peak Capacity Credit (except in respect of any Capacity Credit awarded prior to the 2023 RCC) in the WEM Rules, being a notional unit of Peak Capacity provided by a Facility or Separately Certified Component during a Capacity Year in respect of a Reserve Capacity Cycle. Each Peak Capacity Credit is equivalent to 1 MW of Peak Capacity. Peak Capacity Credits are held by the Market Participant registered in respect of the Facility or Separately Certified Component.
Certified Reserve Capacity	Has the meaning given in the WEM Rules.
CIS	Capacity Investment Scheme.
Claim	<p>Any claim, proceeding, action, cause of action, demand or suit (including by way of contribution or indemnity) made:</p> <p>in connection with the Tender Process, these Tender Guidelines, the Project Documents or the Project;</p> <p>at law or in equity; and</p> <p>for specific performance, restitution, payment of money (including damages), an extension of time or any other form of relief.</p>
Close Associate	<p>In respect of an entity, means:</p> <ol style="list-style-type: none"> a. its officers and employees; and b. any contractors who are working like employees of the entity.
Closing Date and Time	The Registration Closing Date and Time, the Project Bid Closing Date and Time and the Financial Value Bid Closing Date and Time, or the relevant one of them as the case may be.

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COD Target Date	The target date for a Successful Proponent to achieve commercial operations for the Project. The initial COD Target Date is a bid variable.
Commercial Operations Date and COD	In respect of a Project, has the meaning given to that term in the Dispatchable 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 their respective Associates.
Congestion	When a particular element on the network (e.g. a line or transformer) reaches its limit and cannot carry any more electricity than it is carrying already.
Connection Application	An application in relation to a covered service lodged with Western Power under the applications and queuing policy that has the potential to require a modification to the network.
Connection Point	Has the meaning given in the Dispatchable CISA.
Consortium Member	Each of the following entities in their individual capacity: 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.
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.
Disclosed Information	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: 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; each Bid to the extent that it contains or would reveal any of the information referred to in the paragraphs above; and any other information that the Proponent, 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.
Dispatchable CISA	Capacity Investment Scheme Agreement, which is 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.
Electric Storage Resource	Has the meaning given in the WEM Rules.
Eligibility Criteria or EC	Proponent Eligibility Criteria and Project Eligibility Criteria.

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Final Support Commencement Date	The last date by which the Support Period must commence. Shortlisted Proponents will be required to commit to a date to be the Final Support Commencement Date as part of their Financial Value Bid in Stage B of the Tender Process.
Final Support End Date	The last date until which the Dispatchable CISA and the Support Period continue, unless terminated earlier.
Financial Value Bid	The document submitted by a Proponent in relation to a Project, as described in Section 2.3 comprising one or both, depending on the context, of: <ul style="list-style-type: none"> a. a Default Financial Value Bid; and b. 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 last date for submission of Financial Value Bids, as 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.
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.
Hybrid Project	Has the meaning given in the Dispatchable CISA, being a co-located generation and storage project including the Project, the Associated Project and the Shared Infrastructure.
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/Territory, or local government legislation, judicial, administrative, or regulatory decrees, judgments, awards or orders and all common laws and principles of equity and, for the avoidance of doubt, includes any Regulatory Instruments.
Liability	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.
Local Content	Local Content refers to goods, services, and resources produced, manufactured, or supplied within Australia and New Zealand.

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Location	The region of the WEM in relation to which the Project is registered or intended to be registered as contemplated in EC7 , and Located has a corresponding meaning.
Nameplate Capacity	The amount of generation capacity in respect of which a Project intends to register with AEMO to dispatch into the WEM.
Merit Criteria (or 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.
Online Portal	SmartyGrants, an online administration system made available by or on behalf of the Australian Government to Proponents as part of participation in the Tender Process and 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 .
Peak Certified Reserve Capacity	Adopts the meaning given in the WEM Rules, being, in respect of a Reserve Capacity Cycle, for a Facility or a Separately Certified Component, the quantity of Peak Capacity that AEMO has assigned to the Facility for the Reserve Capacity Cycle in accordance with Section 4.11 , as adjusted under the WEM Rules including clause 4.14.8.
Permitted Purpose	In relation to a Proponent, to consider the opportunity set out in this Tender Process and to prepare and submit Bids.
Probity Advisor	The independent probity advisor appointed by AEMO or the Australian Government, or such replacement probity advisor as is notified by AEMO or the Australian Government from time to time.
Prohibited Entity	<p>A person or entity who or which is:</p> <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 the Charter of the United Nations Act 1945 (Cth) or the Autonomous Sanctions Act 2011 (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; • 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 <p>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.</p>

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Project	<p>A physical electricity generation or storage facility built, or intended to be built, in connection with which a Dispatchable CISA is sought, including any proposed supporting network remediation and connection assets.</p> <ul style="list-style-type: none"> Proponents may only register and submit one bid per Project. If a Project has multiple potential configurations or designs, it is a matter for the Proponent to select their preferred configuration prior to submitting a Project Bid. Proponents may only submit one Project Bid per Project which is unique and mutually exclusive.
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 last date for submission of Project Bids which, as at the date of these Tender Guidelines is 19 August 2024 at 5:00 pm (AWST) / 7:00 pm (AEST), as such date and time may be adjusted by the Australian Government or AEMO issuing a notice on the Online Portal.
Project Documents	<p>The Dispatchable CISA, together with any other documents that are required or contemplated under the Dispatchable CISA or which the Australian Government requires a Successful Proponent to enter into at or around the same time as the Dispatchable 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 Eligibility Criteria	The Project Eligibility Criteria in Section 3.1 .
Project Shortlist	A shortlist of Proponents and their Project Bids created from those recommended by AEMO to progress to Stage B – Financial Value Bid.
Proponent	An entity that registers to participate in the Tender Process for the award of Project Documents including an entity that submits or intends to submit a Project Bid or any Financial Value Bid and also including a shortlisted Proponent or Successful Proponent.
Proponent Eligibility Criteria	The Proponent Eligibility Criteria identified in Section 3.1 .
RCC	Reserve Capacity Cycle.
RCM	Reserve Capacity Mechanism, being a mechanism to ensure that there is sufficient generation capacity in the SWIS.
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 or those bids has been completed.
Registered Facility	Adopts the meaning from the WEM Rules, being, in respect of a Rule Participant within the meaning of the WEM Rules, a Facility registered by that Rule Participant with AEMO in a Facility Class under Chapter 2 of those Rules.
Registration Closing Date and Time	The date on which prospective Proponents cease to be able to register on the Online Portal regarding the Tender 2 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 or AEMO issuing a notice on the Online Portal.
Registration Date	The date on which prospective Proponents were able to commence registration on the Online Portal regarding the Tender 2 Process, being 22 July 2024.

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Regulatory Instrument	means: <ul style="list-style-type: none"> a. the WEM Rules; b. any other Law that regulates the electricity industry in any applicable State or Territory; and c. any relevant licence, Approval, code, instruction, direction, condition or orders of an Authority (whether formal or informal) that regulates a person’s activities in respect of the electricity industry.
Related Body Corporate	Has the meaning given in the Corporations Act 2001 (Cth), but on the basis that ‘subsidiary’ means another entity which is a subsidiary of the first entity within the meaning of the Corporations Act 2001 (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.
Revenue Ceiling Sharing Percentage	Has the meaning given to it in the draft Dispatchable CISA.
Revenue Floor Support Percentage	Has the meaning given to it in the draft Dispatchable CISA.
Satisfactory	In respect of an STR, means the STR meets: <ul style="list-style-type: none"> a. the conditions set out in Part 6.b of the Shadow Economy Procurement Connected Policy; or b. if the circumstances in Part 6.c of the Shadow Economy Procurement Connected Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.
Shadow Economy Procurement Connected Policy	<i>The Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019</i> available at https://treasury.gov.au/sites/default/files/2019-03/p2019-t369466_0.pdf .
Shared Infrastructure	Has the meaning given in the draft Dispatchable CISA, being plant, equipment and infrastructure which is located at the Hybrid Project site and used for both the Project and the Associated Project, including common balance of plant with the Associated Project.
Significant Event	For the purpose of these Tender Guidelines, 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 • 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

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	(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.
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): <ul style="list-style-type: none"> a. the development and submission of Project Bids by Proponents, their Consortium Members (and their respective Associates); b. assessment of Project Bids; and c. the identification of the Project Shortlist.
Stage A – Project Bid Merit Criteria	Each of Merit Criteria 1 , 2 , and 3 .
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 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): <ul style="list-style-type: none"> a. the development and submission of Financial Value Bids by those Proponents on the Project Shortlist; b. the assessment of Financial Value Bids; c. the identification of a Financial Value Shortlist; d. the identification of the Successful Proponents (if any); and e. the finalisation of the Project Documents with each of the Successful Proponents (if any).
Stage B – Financial Value Merit Criteria	Each of Merit Criteria, 4 , 5 and 6 .
Stage C	The stage described in Section 2.4 .
Staged Project	A Project comprised of multiple independent stages with separate grid connections and AEMO registrations. Whether a Project is considered a Staged Project is determined by the Australian Government on a case-by-case basis.
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 Dispatchable CISA.
Subcontractor	Has the meaning given to it in the draft Dispatchable CISA.
Successful Proponent	A Proponent whose Project is selected by the Australian Government to (subject to completion of any required negotiations) enter into Project Documents in accordance with Section 2.5 .
Support Period	Has the meaning given to it in the draft Dispatchable CISA.
Support Start Date	Has the meaning given to it in the draft Dispatchable CISA.
Support Year	Has the meaning given to it in the draft Dispatchable CISA.
SWIS	South West Interconnected System.
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.

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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 or Tender 2 Process	The process specified in these Tender Guidelines, commencing on the 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).
WEM	Wholesale Electricity Market established under section 122 of the <i>Electricity Industry Act 2004</i> (WA).
WEM Rules	The WEM Rules are described in section 123(1) of the <i>Electricity Industry Act 2004</i> (WA) and made pursuant to the <i>Electricity Industry (Wholesale Electricity Market) Regulations 2004</i> (WA) and govern the WEM, and detail the roles and functions of AEMO and other governance bodies, and guide the operation of the market including the trading and dispatch of energy, the RCM, and settlement.
WEM Procedures	Has the meaning given in the WEM Rules, being the procedures developed by AEOM, the Economic Regulation Authority, the Coordinator and a Network Operator, as applicable, in accordance with section 2.9 of the WEM Rules as amended in accordance with the Procedure Change Process.
WGEA	The Workplace Gender Equality Agency.
WGE Act	The <i>Workplace Gender Equality Act 2012</i> (Cth).