Australian Government

Department of Climate Change, Energy, the Environment and Water

Capacity Investment Scheme

Tender 12: National Electricity Market – Generation

Tender Guidelines | November 2026



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This publication is available at: https://asl.org.au/tenders/cis-tender-12-nem-generation. Capitalised terms are as defined in the Glossary of these Tender Guidelines.

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Disclaimer

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

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

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

These Tender Guidelines and/or the information in them may be subsequently amended, withdrawn, reissued, or supplemented at any time.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

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

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

Confidentiality

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

Acknowledgement of Country

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

Overview of the Capacity Investment Scheme Tender 12: National Electricity Market – Generation

These Tender Guidelines are a comprehensive resource containing necessary information for participating in the Capacity Investment Scheme (**CIS**) Tender 12: National Electricity Market (**NEM**) – Generation Process (**Tender Process, Tender 12** or **Tender 12 Process**).

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

What to know for CIS Tender 12

CIS Tender 12 has an indicative target of 5 GW of renewable energy generation. The Tender Process is open to projects located in any Participating NEM Region (which, for clarity, does not include projects located in New South Wales (**NSW**)). The Australian Government may determine whether a greater or lesser volume of generation is appropriate, provided that this change in volume is consistent with the Policy Objectives of the Tender 12 Process.

The CIS is approaching the completion of its planned tender program. Following Tender 12, the Australian Government may determine whether an additional NEM generation tender in 2027 is required, having regard to the generation capacity contracted under executed Capacity Investment Scheme Agreements (**CISAs**) relative to the CIS generation capacity target.

Key information for Proponents that is specific to Tender 12 is listed in Table 1.

Table 1: Key information for Proponents

Element	Description
Project Commercial Operation Date (COD)	Merit Criterion 2 (**MC2**) will assess the Project's development progress and credibility of forward plans to deliver the Project, including the pathway to achieve COD by 31 December 2030. Projects with earlier target CODs, supported by credible plans, will score higher under MC2. Refer to Section 4.1 for more information. For Projects with a COD Target Date after 31 December 2030, evidence of a credible pathway to achieving First Energy Export (as defined in the Glossary) before 31 December 2030 will be considered when determining a Project's merit under MC2.
Technology mix	The CIS aims to provide revenue support to achieve an efficient delivery of renewable energy generation projects to meet the Australian Government's Policy Objectives by supporting a range of technologies. This approach recognises the complementary strengths of different technologies, including wind and solar.

Element	Description
	The assessment process in this Tender 12 Process ensures the differences in costs and benefits associated with developing wind, solar and other Projects are appropriately considered in the Merit Criterion 1 (**MC1**) assessment. For more details on how individual technologies are assessed under MC1, refer to the Merit Criterion 1 Market Briefing Note.
Bid Variables	Proponents should structure their Bid in a way that is both competitive (to enhance their prospects of success in this Tender Process) and sufficient to enable their Project to reach Financial Close, considering the Project's financing structure, realistic expectations of debt and/or equity requirements, proposed technology type, a realistic range of market outcomes, CAPEX inflation expectations and interest rate movements.
Project pathway to Financial Close	Alignment between the Project's financing strategy, revenue strategy and revenue support requested under the CISA, and the extent to which they collectively support a credible pathway to Financial Close, will be assessed under Merit Criterion 3 (**MC3**).
Location	Projects must be located in a Participating NEM Region. Shared Infrastructure may be located in any region of the NEM (which, for clarity, includes NSW). Projects with generation assets located in the NSW region of the NEM are not eligible to participate in Tender 12 and may instead consider future NSW Roadmap tenders. Refer to Section 4.4 for further details.
First Nations Set Aside	Projects may elect to be considered for the First Nations Equity and Revenue Sharing Set Aside (**First Nations Set Aside**), which is a dedicated capacity allocation for eligible and sufficiently meritorious Bids that commit to 5% or higher First Nations equity participation and/or equivalent revenue sharing arrangement. Refer to Section 4.3 for more information.
Technology Type	Projects must generate electricity from a fuel source that is an eligible renewable energy source, as defined in section 17 of the *Renewable Energy (Electricity) Act 2000* (Cth) (**REE Act**) and be eligible to create large-scale generation certificates under that Act. Refer to EC6 for information on eligible and ineligible fuel sources and technologies.
Minimum Project size	Projects must have a minimum Registered Capacity of 30 MW, as per EC5.
Project Document departures	Proponents' Bids should only include departures from the proforma Project Documents that are strictly necessary for the specific requirements of the Project. The Project may not be further assessed in the Tender Process if any proposed departures increase the risk allocation to the Australian Government; increase the administrative burden and cost to the Australian Government; or deviate from the Policy Objectives. Refer to Section 4.6 for more information.

Element	Description
Binding CISA Commitments	All Project Documents, commitments and supporting documentation submitted as part of a Proponent's Bid will be binding, in accordance with Section 6.27. Commitments made in a Bid will be included in, and made subject to, contractual monitoring and enforcement regimes under the CISA, if a Proponent is successful in this Tender Process.

Tender Process and important dates

Table 2: Tender Process

<table>
<tr><th>Tender Process step</th><th>Proponent requirements</th></tr>
<tr><td>

Registration</td><td>Register to participate in the Tender Process
To register for this Tender Process, complete the registration form.
Proponents may only register and submit one Bid per Project. If a Project has multiple potential configurations or designs, the Proponent must select its preferred configuration and design prior to registering and submitting its Bid.</td></tr>
<tr><td>

Bid Submission</td><td>Submit a Bid
To participate in this Tender Process, successfully registered Proponents must submit a completed Bid Form online along with the required Returnable Schedules, attachments and other information necessary to demonstrate satisfaction of each of the Eligibility Criteria (EC) and Merit Criteria (MC) via the Online Portal. The Merit Criteria and their corresponding weightings for this Tender Process are as follows:
<table>
<tr><th>Merit Criteria</th><th>Weighting</th></tr>
<tr><td>MC1 – Financial value, system reliability, and system benefits</td><td>35%</td></tr>
<tr><td>MC2 – Project deliverability and timeline</td><td>20%</td></tr>
<tr><td>MC3 – Organisational, resource, and financing capability</td><td>20%</td></tr>
<tr><td>MC4 – First Nations participation and benefits sharing</td><td>12.5%</td></tr>
<tr><td>MC5 – Social outcomes and community benefits sharing</td><td>12.5%</td></tr>
</table>
Q&A process
Proponents may submit clarification questions to the Online Portal by no later than five (5) Business Days before the Bid Closing Date and Time. Refer to Section 5.2.5 for more information.</td></tr>
<tr><td>

Recommended Bids and Selection of Successful Proponents</td><td>AEMO will consider Bids, including assessing their eligibility and, if eligible, their level of satisfaction of the Merit Criteria and any additional factors it considers relevant, as outlined in Section 5.4.
AEMO will develop a list of Recommended Bids based on its assessment and provide these Bids to the Minister for Climate Change and Energy (the Minister).
The Minister, on behalf of the Australian Government, will select the Successful Proponents from the Recommended Bids.
Proponents may be requested to provide additional information at any time during the Tender Process, including information identified in Section 7, and the Project Documents may be amended by the Australian Government to reflect issues identified during the Tender Process.</td></tr>
</table>

Table 3: Important Dates*

Important Dates		
1	**Registration opens**	27 November 2026
2	**Bids open**	27 November 2026
3	**Q&A process opens**	27 November 2026
4	**Registration Closing Date and Time**	22 January 2027 at 5:00 pm Australian Eastern Daylight Time (AEDT)*
5	**Q&A Closing Date and Time**	29 January 2027 at 5:00 pm (AEDT)*
6	**Bid Closing Date and Time**	5 February 2027 at 5:00 pm (AEDT)*
7	**Announce successful Bids**	June 2027

**Note: Any changes to dates or times will be communicated via the Online Portal.*

The Q&A process, outlined in Section 5.2.5, will temporarily pause from 19 December 2026 and resume on 4 January 2027. Proponents will still be able to access the Online Portal to prepare Bids and submit questions during this period, however Q&A responses will be released after 4 January 2027 in accordance with these Tender Guidelines.

Contents

Capacity Investment Scheme Tender 12: National Electricity Market – Generation i

Overview of the Capacity Investment Scheme Tender 12: National Electricity Market – Generation.....iii

What to know for CIS Tender 12.....iii

Tender Process and important dates.....vi

1 Introduction to the CIS Tender 12: National Electricity Market – Generation 1

1.1 What is CIS Tender 12? 1

1.2 Tender governance and decision making.....4

2 Eligibility Criteria 5

3 Merit Criteria..... 11

3.1 Merit Criteria – Assessment scope..... 12

3.2 Merit Criteria – Required supporting documentation 23

4 Key Tender considerations..... 25

4.1 Project Commercial Operations Date 25

4.2 Hybrid Projects, Staged Projects, separate Connection Points..... 25

4.3 First Nations Set Aside..... 26

4.4 Information for NSW Projects 29

4.5 Information for Victorian Projects 29

4.6 Project Document departures..... 30

4.7 Eligible Wholesale Contracts..... 30

4.8 Developer Rating Scheme (DRS) EC13 Requirements..... 31

5 Tender Process..... 32

5.1 Registration 32

5.2 Bid submission..... 32

5.3 Bid assessment 34

5.4 Recommended Bids..... 36

5.5 Selection of Successful Proponents 37

6 Tender Conditions..... 39

6.1 Application of, and agreement to comply with, these Tender Guidelines 40

6.2 Interpretation..... 41

6.3 Not an offer 42

6.4 Liability 42

6.5 No representations 43

6.6 No warranty 43

6.7 Compliance with protocols 44
6.8 Confidentiality 44
6.9 Intellectual Property Rights (IP Rights) 45
6.10 Others to be bound 46
6.11 Continuing obligations 47
6.12 Illegible content, alteration and erasures 47
6.13 Requests for clarification and further information 47
6.14 Conflict of interests 50
6.15 No anti-competitive conduct 52
6.16 Submitting a Bid 53
6.17 Change to Proponent structure 54
6.18 Disclosure regarding consultants and advisers 54
6.19 Proponents to perform own due diligence 55
6.20 Bids commercial-in-confidence 55
6.21 No amendment 56
6.22 Withdrawal of Bid 56
6.23 Bid Entities 56
6.24 No reimbursement of costs 57
6.25 No publicity 57
6.26 Discretions 57
6.27 Bids binding 60
6.28 Requisite approval 60
6.29 The Australian Government's and AEMO's right to impose additional requirements 60
6.30 Requirement to provide further information 61
6.31 Recommended Bids and Successful Proponents 61
6.32 Material changes in circumstances 62
6.33 No obligation to enter into contracts 62
6.34 Debriefing and disclosure 63
6.35 Complaints 63
6.36 Right to issue Addenda 64
6.37 Severability 64
6.38 Communications 64
6.39 Governing law 64
6.40 Change in Law and new Laws 65
7 Australian Government policies and other requirements 66

7.1 Shadow economy policy 66
7.2 Workplace gender equality 66
7.3 Modern slavery 66
7.4 Employee entitlements 67
7.5 Significant Event 67
7.6 Prohibited dealings 67
7.7 Anti-corruption 67
7.8 Australian Sanctions Office 67
7.9 Labour standards reporting 67
8 Glossary 68

1 Introduction to the CIS Tender 12: National Electricity Market – Generation

1.1 What is CIS Tender 12?

This Tender 12 Process is part of the Australian Government's CIS. It is a competitive process to secure renewable energy generation in the NEM.

The CIS is an Australian Government program to accelerate investment in new renewable energy generation, such as wind and solar, and dispatchable capacity, such as battery storage. The CIS comprises a series of competitive tender processes, in which Proponents bid for long-term revenue support from the Australian Government through a CISA.

The Policy Objectives of this Tender 12 Process are to:

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

Tender 12 is seeking an indicative target of 5 GW of renewable energy generation. Projects must be located in a Participating NEM Region. The Australian Government may determine whether a greater or lesser volume of generation is appropriate, provided that this change in volume is consistent with the Policy Objectives of the Tender Process.

Jurisdictional Allocations

Subject to the selection of sufficiently meritorious Projects, Tender 12 will seek to fill the remaining CIS jurisdictional allocations for generation capacity under the Australian Government's RETAs with State and Territory Governments.[1] Victoria has remaining RETA allocations for Tender 12, with approximately 1 GW of generation capacity targeted from Projects located in Victoria.

In accordance with the jurisdictional allocations under the RETA between the Australian Government and the Victorian Government, and at the request of the Victorian Government, Tender 12 will limit solar-only Projects located in Victoria to a maximum aggregate capacity of 0.47 GW. Refer to Section 4.5.1 for more details.

With NSW Roadmap generation infrastructure tenders resuming in Q2 2026, Projects with generation assets located in the NSW region of the NEM are not eligible to participate in Tender 12 and may instead consider future NSW Roadmap tenders.

[1] For further information on jurisdictional allocations, refer to the Market Brief on RETA allocation by jurisdiction, published 6 November 2024.

Refer to Section 4.4.1 for further information.[2]

First Nations Set Aside

First Nations revenue and equity sharing in large-scale clean energy projects has the potential to deliver Traditional Owners and First Nations communities (collectively referred to as **First Nations Communities**) greater and lasting economic and social benefits from Australia's clean energy transition. Tender 12 includes a First Nations Set Aside, which is designed to encourage Proponents to submit commitments in their Bids that include a First Nations Sharing Arrangement.

Table 4: First Nations Set Aside

First Nations Set Aside	Minimum generation target (MW)
First Nations Set Aside	500

The First Nations Set Aside will be subject to the assessed merit of those Projects that elect to participate in the First Nations Set Aside in the Bid Form.

The First Nations Set Aside is a dedicated allocation of at least 500 MW within the Tender 12 overall target, for Projects that put in place and can commit to implementing a First Nations Sharing Arrangement.

Projects awarded CISAs in respect of the First Nations Set Aside in this Tender Process will contribute towards the total capacity target of 5 GW. Further details of the First Nations Set Aside, including the qualification requirements, can be found in Section 4.3.

What Proponents bid for – NEM Generation CISA

Tender 12 will result in the award to Successful Proponents of a Generation CISA (subject to the satisfactory completion of any required negotiations). A CISA is a contract entered into between a Successful Proponent and the Australian Government. Under the CISA and subject to its terms, if a Project's revenue:

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

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

To further understand the CISA and how it can support your Project, Proponents should familiarise themselves with the key commercial terms in Table 5 and the Proforma CISA before submitting a Bid. The Proforma CISA will be available on ASL's website.

[2] Projects with generation assets located in the Australian Capital Territory using Shared Infrastructure located in NSW are eligible to participate in this Tender Process.

Table 5: Key commercial terms

Key commercial terms [3]	
Final Expiry Date (date)	**Bid Variable** Maximum of 15 years after the earlier of the COD and the Final Support Commencement Date.
Annual Floor and Annual Ceiling ($/MWh)	**Bid Variable** Provided as a Reference Detail indicating the Annual Floor and Annual Ceiling in dollars per MWh in respect of a Financial Year, based on either: a. a fixed nominal amount for the Support Period; or b. a fixed nominal amount for each Financial Year, if this amount may vary from year-to-year over the Support Period.
Annual Payment Cap ($ per annum)	**Bid Variable** Provided as a Reference Detail indicating the Annual Payment Cap in dollars assigned in respect of a Financial Year, based on either: a. a fixed nominal amount for the Support Period; or b. a fixed nominal amount for each Financial Year, if this amount may vary from year-to-year over the Support Period.
Revenue floor support percentage (%)[4]	90%
Revenue ceiling sharing percentage (%)[5]	50%

AEMO may, at its discretion, request that Proponents respond to amended Bid Variables during the Tender Process. In such a case, Proponents will be notified of the relevant conditions and the timeframe within which amendments must be submitted.

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

Regarding those Bid Variables referred to in Table 5, Proponents should aim to structure their Bid in a way that is both:

a. competitive (relative to their technology type), to enhance their prospects of success in this Tender Process; and

b. sufficient to enable their Project to reach Financial Close, considering the Project's financing structure, realistic expectations of debt and/or equity requirements, the proposed technology type, a realistic range of market outcomes, CAPEX inflation expectations and interest rate movements.

Each Proponent is responsible for determining their Bid Variables considering the above.

[3] Capitalised Bid Variables used in Table 5 are defined in the Proforma CISA available on ASL's website.

[4] Under the CISA and subject to its terms, if a Project's revenue falls below an agreed Annual Floor, the Australian Government will provide to the Project Operator a top up of 90% of the difference between the Project's revenue and the Annual Floor, up to the Annual Payment Cap.

[5] Under the CISA and subject to its terms, if a Project's revenue exceeds an agreed Annual Ceiling, the Project Operator must pay 50% of the excess revenue to the Australian Government, up to the Annual Payment Cap.

1.2 Tender governance and decision making

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

The Australian Government has engaged AEMO to administer this competitive Tender Process, including recommending Bids to the Australian Government.

Table 6: Role of the Australian Government and AEMO

Australian Government	AEMO
Sets the Policy Objectives, the objectives of the Tender Process, the commercial-in-confidence financial budget, the tender size and the terms of the CISA.	Administers this competitive Tender Process (including managing all communications with Proponents, except where these Tender Guidelines provide otherwise).[6]
The Minister, on behalf of the Australian Government, will select the Successful Proponents and Projects to receive revenue support under the CIS, having regard to the recommendations of AEMO.	Makes recommendations in respect of the conduct and outcomes of this Tender 12 Process, consistent with these Tender Guidelines, to the Australian Government.

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

The Australian Government is responsible for executing a CISA with the Bid Entities proposed by Successful Proponents. The fact that a Proponent is announced as a Successful Proponent does not mean that the Australian Government will accept, or has accepted, any proposed amendments to the CISA requested by that Proponent. Refer to Section 5.5 for additional information.

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

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

2 Eligibility Criteria

The Eligibility Criteria are listed in Table 7. Proponents must propose one Bid Entity (see EC2) and should also refer to the information contained in Section 6.23 of the Tender Conditions for the requirements of a Bid Entity.

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

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

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

Bids that do not meet all Eligibility Criteria as at the time of Bid submission (as well as throughout the Validity Period) are ineligible and will be excluded from this Tender Process. If a correctly completed and executed Warranties Form is not provided along with the Proponent's Bid, the Bid may not be further assessed.

Table 7: Eligibility Criteria

Item	Criteria
Proponent Eligibility Criteria	
EC1	The Proponent must, at the time of submitting the Bid and through the Validity Period: a. hold an Australian Business Number (**ABN**); and b. be one of the following: • an Australian entity incorporated under *the Corporations Act 2001* (Cth); • a Commonwealth Entity, as described in section 10 of the *Public Governance, Performance and Accountability Act 2013* (Cth); • an Australian State or Territory owned (wholly or partly) corporation or a subsidiary of a State or Territory owned (wholly or partly) corporation; or • an Australian local government, council or an Australian organisation that has the purpose of representing and supporting local governments or councils.
EC2	The Proponent must propose one Bid Entity to be the counterparty to the Project Documents, which may be the Proponent, and which must either be: a. proposed in the Proponent's Bid at the time of Bid submission (**In-Submission Proposal**); or a. proposed by the Proponent after the Bid Closing Date and Time but prior to the execution of the Project Documents (**Post-Submission Proposal**).

	The Bid Entity proposed by the Proponent, either as an In-Submission Proposal or a Post-Submission Proposal, must satisfy the Bid Entity Criteria in Table 8.
EC3	The Proponent, any Bid Entity, and its or their respective Related Bodies Corporate, must not have been the subject of a conviction for a criminal offence under any of the following legislation prohibiting racial discrimination and relating to the protection of First Nations' cultural heritage and the environment, being the: a. *Racial Discrimination Act 1975* (Cth); b. *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth); c. *Protection of Movable Cultural Heritage Act 1986* (Cth); and d. *Environment Protection and Biodiversity Conservation Act 1999* (Cth) (**EPBC Act**). Spent convictions are not required to be disclosed.
Project Eligibility Criteria	
EC4	The Project must intend to register with AEMO for the central dispatch process under the National Electricity Rules (NER) in relation to a region of the NEM.
EC5	The Project must have a Registered Capacity of not less than 30 MW.
EC6	The Project's fuel source must 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. Projects will not be eligible if they: a. are virtual power plants or other virtual aggregation; or b. use native forest wood waste. In addition to the above, for Hybrid Projects, the Associated Project's fuel source must: a. be an eligible renewable energy source, as described in section 17 of the *Renewable Energy (Electricity) Act 2000* (Cth) (REE Act, and eligible to create large-scale generation certificates under the REE Act; b. charge from the NEM; or c. be a combination of (a) and (b).
EC7	The Project must not have been identified as committed or existing in the AEMO "NEM October 2025 Generation Information" page published on 31 October 2025.
EC8	The Project must not be the subject of (or have executed) a long-term (5 years or more) revenue underwriting agreement with the Australian Government, or a State or Territory of Australia, under which: a. 50% or more of the Project's Registered Capacity is contracted for a purpose under that revenue underwriting agreement; and b. the Project receives or will become entitled to receive either periodic or ongoing payments under that revenue underwriting agreement.
EC9	The Project must: a. have received a network service provider response to a connection enquiry; b. have executed a connection agreement; or

	c. have received a network service provider response to a request to amend an existing connection agreement.
EC10	The Project must be suitably progressed at the Bid Closing Date and Time with the planning application process for the Project that applies in the applicable State or Territory. Whether a Project is suitably progressed for the purposes of this EC10 will be determined by reference to whether the Project meets the requirements set out in Table 9 in respect of the State or Territory in which the Project is to be located.
EC11	A CISA in respect of the Project, the Existing Project (if it is a Staged Project), or the Associated Project (if it is a Hybrid Project) must not have been: a. executed under any previous CIS tender process and • still be in force as at the time of the Proponent submitting its Bid in this Tender Process; or • subsequently have been terminated by the Commonwealth for default; or b. awarded (but not executed) under any previous CIS tender process, unless, at the Bid Closing Date and Time, the awarded Proponent from the previous tender process has: • formally notified the Australian Government in writing that it has withdrawn from that tender process; or • received formal notification from the Australian Government that the Australian Government has ceased negotiations in relation to that CISA for that previous CIS tender process. For clarity, this EC11 will not cause a Bid to be excluded from this Tender Process if a CISA in respect of the Project, the Existing Project (if it is a Staged Project) or the Associated Project (if it is a Hybrid Project) has been: a. executed under any previous CIS tender process; and b. terminated by the Project Operator prior to the time of the Proponent submitting the Bid in this Tender Process.
EC12	In respect of the location of the Project: a. the generation asset for the Project must be wholly located in a Participating NEM Region; and b. provided the generation asset for the Project is wholly located in a Participating NEM Region, the Shared Infrastructure can be located in any region of the NEM, including in the Non-Participating NEM Region. This EC is included to address the circumstance of a Project with generation assets located in the Australian Capital Territory using Shared Infrastructure located in NSW.
EC13	The Proponent or a Related Body Corporate must, at the time of Bid submission, have signed and returned a letter of engagement with the Scheme Provider of the Developer Rating Scheme (**DRS**) to obtain a rating under the DRS.

Table 8: Bid Entity Criteria

Bid Entity Criteria
The Bid Entity: a. must be either: i. the Proponent; or ii. at the time specified in paragraph (b) or (c) below (as applicable), an entity that either: • is directly 100% owned by the Proponent (or, if not directly owned, all entities, trusts and trustees between the Bid Entity and the Proponent are 100% directly or indirectly owned by the Proponent); or • has the same Australian Holding Company as the Proponent, and is directly 100% owned by that Australian Holding Company (or, if not directly owned, all entities, trusts and trustees between the Bid Entity and the Holding Company are 100% directly or indirectly owned by the Holding Company), being, the '**Ownership Criteria**'; and b. if proposed as part of an In-Submission Proposal, must: i. be incorporated or existing, prior to the Bid Closing Date and Time; and ii. satisfy the Ownership Criteria at a time prior to, and thereafter up to, and including, the time of execution of the Project Documents; or c. if proposed as part of a Post-Submission Proposal, must: i. at the time it is proposed by the Proponent, be a New Entity; and ii. satisfy the Ownership Criteria at the time it is proposed by the Proponent and at all times thereafter up to, and including, the time of execution of the Project Documents; and d. irrespective of whether it is proposed as part of an In-Submission Proposal or a Post-Submission Proposal, must at all times from the time of proposal by the Proponent: i. be a special purpose vehicle (**SPV**); ii. itself satisfy all Eligibility Criteria; iii. only carry on the Project and either the Associated Project (if it is a Hybrid Project) or the Existing Project (if it is a Staged Project), and conduct no other business; iv. hold all the assets of the Project, as required by the terms of the Proforma CISA; and v. subject to these Tender Guidelines, be entitled to all of the revenue of the Project.

Table 9: State/Territory specific requirements for EC10

State/Territory	State/Territory specific EC10 criteria
South Australia	The Project must meet one of the following criteria: a. if an application was made before 11 July 2024, a development application must have been submitted under the *Planning, Development and Infrastructure Act 2016* (SA) (**PDI Act**) in relation to the Project; b. the Project is exempt from a requirement to make an application for development authorisation under the PDI Act and to obtain any license under the *Hydrogen and Renewable Energy Act 2023* (SA) (**HRE Act**); or c. if an application was made after 11 July 2024, or the Project was approved but its operation had not commenced by 11 July 2024, an application for an appropriate licence under Part 4 of the HRE Act (excluding a Renewable Energy Feasibility Licence or Renewable Energy Feasibility Permit) must have been lodged in relation to the Project.
Victoria	The Project must meet one of the following criteria: a. If the Minister administering the *Environment Effects Act 1978* (Vic) (**EE Act**) has declared or decided that an Environment Effects Statement (**EES**) must be prepared for the Project, a decision notice issued under section 8B(4) of the EE Act must be provided; b. If an EES is not required for the Project: i. an application for a planning permit must have been submitted in accordance with the *Planning and Environment Act 1987* (Vic); or ii. an amendment to the applicable planning scheme(s) to facilitate the Project must have been authorised by the Minister and that amendment will exclude the Project from the need for a planning permit; or c. If clause 53.22 (Significant Economic Development) of the Victorian Planning Provisions applies, the application must have been pursued via an accelerated pathway through the Development Facilitation Program.
Tasmania	a. Except when paragraph (b) applies, the Project: i. must be declared a major project under Part 4 of the *Land Use Planning and Approvals Act 1993* (Tas) (**LUP&A Act**); or ii. if the Project is not declared a major project as per paragraph (i), a planning permit application must have been made in relation to the Project under the LUP&A Act in relation to any aspects of the Project that require a permit. b. However, if the Project is a wind farm over 30 MW capacity, then it is considered a Level 2 Activity assessable under Part 3 of the *Environmental Management and Pollution Control Act 1994* (Tas) and, for this category (if it has not separately been declared a major project under the LUP&A Act), the Project must have received guidance from the Environmental Protection Authority Board for what must be included in the environmental assessment documents.

State/Territory	State/Territory specific EC10 criteria
Queensland	If the Project: a. is being assessed under the planning pathway under the *Planning Act 2016* (Qld), the Project must have submitted: i. either: A. a development application via the State Assessment and Referral Agency (**SARA**); or B. a Ministerial Infrastructure Designation proposal via the Department of State Development, Infrastructure and Planning; and ii. when required under applicable laws, a social impact assessment report (**SIAR**) and community benefit agreement (**CBA**) to the relevant authority, unless a notice has been obtained from the relevant authority which confirms they are not required; or b. is being assessed under the *State Development and Public Works Organisation Act 1971* (Qld) (**SDPWO Act**) planning pathway, the Project must have: i. either: A. if the Project is within a State Development Area, lodged a development application with the Coordinator-General's Office; or B. if the coordinated project pathway under the SDPWO Act is being pursued, been declared by the Coordinator-General to be a coordinated project for which an Impact Assessment Report or Environmental Impact Statement is required; and ii. when required under applicable laws, submitted a SIAR and CBA to the relevant authority, unless a notice has been obtained from the relevant authority which confirms they are not required.
Australian Capital Territory	If the Project is proposed on 'Territory Land': a. the Project must have been issued an Environmental Impact Statement Scoping Document from the Territory Planning Authority under s 109 (2) of the *Planning Act 2023* (ACT) (**Planning Act**); or b. an Environmental Significance Opinion must have been given by the Territory Planning Authority or relevant agency under Chapter 6 Division 6.3.10 of the Planning Act; or c. if the Project is not covered by the process in (a) or (b) above, a development application has been made for the Project to the Territory Planning Authority. If the Project is proposed on land that is within a Designated Area under the National Capital Plan or on 'National Land', pre-application advice must have been issued by the National Capital Authority or a pre-application discussion completed.

3 Merit Criteria

Bids will be assessed based on the Merit Criteria outlined in this Section and additional factors that the Australian Government or AEMO consider relevant, as outlined in Section 5.4.

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

Bids may be assessed as low merit at any time in the Tender Process against any individual Merit Criterion. Bids that are assessed as low merit may be excluded from further assessment in this Tender 12 Process. Refer to Section 5.3.2 for more information.

Table 10: Merit Criteria

Merit Criteria		Weighting
	**Merit Criterion 1 – Financial value, system reliability and system benefits**	**35%**
	**Merit Criterion 2 – Project deliverability and timeline**	**20%**
	**Merit Criterion 3 – Organisational, resource, and financing capability**	**20%**
	**Merit Criterion 4 – First Nations participation and benefits sharing**	**12.5%**
	**Merit Criterion 5 – Social outcomes and community benefits sharing**	**12.5%**

3.1 Merit Criteria – Assessment scope

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

Objective: Assess the Project's benefits to the NEM and the forecast Net CISA Cost. The assessment of a Project's benefits to the NEM will include consideration of its Renewable Energy Contribution, reduction to wholesale market costs and contribution to system reliability. These benefits will be assessed against the forecast Net CISA Cost to provide an indication of the financial value to be delivered by the Project.[7]

Proponents should structure their Bid in a way that is both competitive (to enhance their prospects of success in this Tender Process) and sufficient to enable their Project to reach Financial Close, considering the Project's financing structure, realistic expectations of debt and/or equity requirements, proposed technology type, a realistic range of market outcomes, CAPEX inflation expectations and interest rate movements.

What is assessed[8]	Characteristics of higher merit
Forecast Net CISA Cost • The forecast Net CISA Cost and the potential Maximum Liability, based on the combination of the Bid Variables and the CISA terms.	• **Low forecast Net CISA Cost:** Projects with a relatively low forecast Net CISA Cost and a low Maximum Liability. All else being equal, the forecast Net CISA Cost, and Maximum Liability, are both expected to be lower when Bid Variables include: – a low Annual Payment Cap; – a low Annual Floor; – a low Annual Ceiling; and – fewer years of revenue support.
Renewable Energy Contribution • Contribution to the Commonwealth's 82% renewable electricity target by 2030. Analysis may refer to materials published by AEMO and apply it to the assessment, such as the Integrated System Plan.	• **Generation profile:** Projects that support the contribution to the 82% renewable energy by 2030 target, including by generating in periods in which they can displace fossil fuel generation. An earlier COD Target Date may also lead to an earlier contribution. • **Strong location:** Projects intending to locate in areas of the network in which the Project is likely to minimise their own curtailment, that of other renewable energy projects, and contribute to the reduction of unserved energy. • **For Assessed Hybrid Projects:** Offering more energy available to be dispatched during times of need and a forecast operating profile that displaces more fossil fuels.

[7] In determining whether a Bid is low merit against MC1, consideration may be given to a sensitivity where a Project is assessed based on weighted-average NEM price forecasts, instead of the price forecasts of the Project's own region, all else being equal.

[8] Note benefits and costs may be translated into metrics for the purposes of the MC1 assessment.

What is assessed[8]	Characteristics of higher merit
Wholesale market benefits • Contribution to the suppression of wholesale market prices. Considering a range of energy market scenarios to test the Project's ability to demonstrate value across a range of future outcomes.	• **Reduction in wholesale market costs:** Projects with a relatively high ability to reduce wholesale market costs through characteristics such as generating at times of high prices and providing more years of benefits through longer asset lives for different technologies. An earlier COD Target Date may also lead to earlier benefits. • **For Assessed Hybrid Projects:** Offering more energy available to be dispatched during periods of high prices.
Reliability Contribution • Contribution to system reliability and impact on the electricity system, including forecasted contribution to avoiding or reducing unserved energy events. Modelling analysis will consider the Project's location and technology type. Assessment may consider multiple scenarios, and analysis may refer to modelling conducted by AEMO, as well as materials published by AEMO (e.g. the Electricity Statement of Opportunities reports).	• **Optimised network location:** Projects intending to locate in strong areas of the network, or in areas of the network in which the Project is likely to contribute to the reduction of unserved energy. • **For Assessed Hybrid Projects**: Having a larger energy storage capacity (MWh) due to having a longer storage duration (hours); and/or a larger dispatch capacity (MW).

Merit Criterion 2 – Project deliverability and timeline

Objective: Assess the Project's development progress and credibility of forward plans to deliver the Project, including the pathway to achieve COD by 31 December 2030.

The credibility of a Project's plans and schedule will be assessed along with the timing of the COD Target Date. Projects that have already achieved development milestone(s) set out in the Proforma CISA and have a credible pathway to achieve an earlier COD will be considered higher merit, as this supports the Australian Government's target of 82% renewable electricity by 2030.

For Projects with a COD Target Date after 31 December 2030, evidence of a credible pathway to achieving First Energy Export before 31 December 2030 will be considered for the purpose of determining merit under this Merit Criterion.

Projects may be assessed as low merit under this Merit Criterion based on any of the assessment factors set out in the table below.

What is assessed	Characteristics of higher merit
Project development plan and schedule • Progress towards achieving key development milestones and a forward plan to achieve COD by 31 December 2030 or credible pathway to First Energy Export by 31 December 2030. • The extent to which the Proponent can demonstrate the robustness of its Project development plan and schedule. This includes credibility of the timeline and how identified risks and mitigations have informed the plan. • Progress towards securing all required land tenure for the Project and connection route, including the extent to which land tenure risks and issues have informed the Project development plan and schedule.	• **Contribution to Policy Objectives:** A credible Project development plan and schedule that clearly indicates a strong likelihood of achieving COD by 31 December 2030. Projects that have already achieved development milestone(s) set out in the Proforma CISA and have a credible pathway to achieve an earlier COD will be considered higher merit. • **Credible development plan and schedule:** The Project development plan and schedule are informed by risks and issues identified in network connection approval, planning and environmental approvals and land tenure, and have schedule durations supported by industry benchmarks. • **Land tenure progress:** Projects that have secured all necessary land tenure rights for all land required for the Project, including the connection route (if the connection route is the responsibility of the Project).
Network connection approval process • Progress towards securing network connection. • Forward plan to secure remaining network connection milestones, including the extent to which connection approval risks and issues have informed the project development plan and schedule. • For Victorian Projects located within a REZ, provide details of which Proposed Victorian REZ the Project is in as described in the	• **Network connection progress:** Projects that have secured or are well progressed with a clear and credible pathway to secure, network connection approval. • **Schedule integration:** Projects that have a realistic network connection pathway and milestone dates, with risks appropriately integrated into the schedule.

What is assessed	Characteristics of higher merit
Victorian Transmission Plan (August 2025), and how the Project expects to comply with the relevant requirements of the Victorian Access Regime. Refer to Section 4.5.2 for additional guidance.	
Planning and environmental approvals • Progress and forward plan to secure all necessary State/Territory and Commonwealth planning and environmental approvals, including, if required, EPBC Act approval. This includes the extent to which planning and environmental approval risks and issues have informed the Project development plan and schedule.	• **Planning and environment approval progress:** Projects that have obtained all necessary approvals or are well progressed and have a robust and credible plan to secure them including by resolving any ongoing concerns or queries of the authorities providing the requisite planning and regulatory approvals. • **Schedule integration:** Timelines, conditions and risks from planning and environmental approvals have been appropriately integrated into the schedule which is consistent with industry benchmarks.

Merit Criterion 3 – Organisational, resource, and financing capability

Objective: Assess whether the Proponent can demonstrate a strong track record, organisational capacity and capability, resources, development funding, financing and revenue strategy (including alignment between revenue strategy and CISA support requested) to deliver the Project and the extent to which key delivery partners (contractors and suppliers) strengthen and support that capability.

What is assessed	Characteristics of higher merit
Track record • Proponent's capability and track record in successfully developing and delivering comparable projects. • The extent to which the experience and capability of key delivery partners supports and enhances the Proponent's ability to deliver the Project. • Proponent's and key delivery partners' experience in engaging with relevant stakeholders required to deliver the Project, including public authorities, communities, regulatory entities, and contractors.	• **Strong Proponent experience:** Strong credentials and a track record of the Proponent in successfully delivering comparable projects (scale, complexity, jurisdiction, technology) with strong health and safety management. • **Supporting delivery partner experience:** Key delivery partners have relevant experience and capabilities that complement and strengthen the Proponent's ability to deliver the Project, also considering the maturity and level of commitment of delivery partner arrangements.
Contracting model and resourcing • Contracting model proposed to deliver the Project, including progress in contracting all relevant key delivery partners. • Engagement with construction contractors and equipment manufacturers. • The Proponent's resourcing plan and personnel responsible for delivering the Project.	• **Contracting model:** Well-defined, robust and progressed contracting model with reputable key delivery partners, evidenced by progress with commercial negotiations or secured contracts. • **Resourcing:** A clear resourcing plan outlining availability of committed, qualified personnel for all Project phases (including names and qualifications), with defined roles and responsibilities and access to a skilled workforce for development, delivery and operations.
Development funding • Access to development funding including funding secured to date, sources of funding and remaining funding requirements up to Financial Close, including ability to provide Performance Security (as defined in the Proforma CISA).	• **Development funding pathway:** Proponent has access to, or has a clear pathway to secure, required development funding through to Financial Close for the Project. • **Development budget:** Proponent has a robust development phase budget and contingency allowance. • **Performance Security:** Proponent has provided evidence of ability to provide Performance Security.

What is assessed	Characteristics of higher merit
Financing and revenue strategy • The proposed strategy to secure capital to deliver the Project. • Ability and track record of Proponent to access, raise and secure capital (equity and debt) to achieve Financial Close and to deliver the Project. • Progress towards achieving revenue strategy. • Alignment between the Project's financing strategy, revenue strategy and submitted Bid Variables, and the extent to which they collectively support a credible pathway to Financial Close.	• **Finance and revenue pathway:** – A clear pathway and detailed steps to funding the delivery of the Project. Demonstrated track record for raising capital for similar projects. – Project-specific evidence to substantiate the revenue strategy, including, to the extent that the revenue strategy involves offtakers, executed agreements. – Project-specific evidence to substantiate the status of capital raising activities and/or confirmation of access to capital. • **Financial Close:** – Clear alignment between the Project's financing strategy, revenue strategy and revenue support requested under the CISA, providing high confidence that the Project can achieve Financial Close.

Merit Criterion 4 – First Nations participation and benefits sharing

Objective: Assess the quality of the Project's engagement with, and understanding of, First Nations Communities and commitments to share economic and social benefits of the Project with First Nations Communities.

For general guidance on applying better practice approaches, Proponents may refer to the Clean Energy Council's 'Leading Practice Principles: First Nations and Renewable Energy Projects', and the First Nations Clean Energy Network's 'Building New Capacity of Proponents' toolkit. Proponents are encouraged to engage with First Nations Communities in accordance with the First Nations Engagement principles of Free, Prior and Informed Consent (**FPIC Principles**) and, when possible, align with the key outcomes of the National Agreement on Closing the Gap. Further guidance on First Nations commitments is provided in the MC4&5 Returnable Schedule.

What is assessed[9]	Characteristics of higher merit
First Nations engagement • Engagement with First Nations Communities. • Approach to building trust and mutually beneficial relationships with First Nations Communities to identify and realise benefits from the Project during development, construction and operations. • Understanding of potential impacts the Project may have on First Nations Communities and identified opportunities to address impacts, based on engagement feedback. • Alignment to FPIC Principles.	• **Engagement approach:** Early, ongoing and culturally appropriate engagement undertaken with First Nations Communities, in alignment with FPIC Principles led by a dedicated First Nations participation engagement lead(s) with clearly defined roles and responsibilities. • **Engagement plan**: A First Nations engagement plan that is mapped against Project timeframes and includes robust governance arrangements and best practice engagement tools to facilitate First Nations-led or involved decision-making and Project participation. • **Impact assessment:** Demonstrated understanding of First Nations Communities informed by a needs or impact assessment, consistent with applicable legislative requirements regarding First Nations, Traditional Owner groups, and cultural heritage. • **Cultural competence:** Demonstrated cultural competence of the Proponent (for example, cultural competence training completed).
Economic participation and shared benefits • Commitments to economic participation, subcontracting and shared benefits that provide economic and tangible social outcomes for First Nations Communities,	• **Co-design:** Active involvement of First Nations Communities in the co-design of shared benefits. • **Economic participation:** Commitments that align with the NSW First Nations Guidelines

[9] Commitments will be assessed commensurate to the regional place-based considerations of the Project (i.e. when locationally practical to make commitments).

What is assessed[9]	Characteristics of higher merit
informed by engagement and understanding of First Nations' needs, aspirations and priorities. • Ability of Proponent to implement and deliver commitments.	regarding achieving or exceeding at least 3% First Nations participation with a credible plan to deliver those commitments. • **Procurement targets:** First Nations procurement targets such as those that align with the Australian Government's Indigenous Procurement Policy for the 2026-2027 financial year. • **Business participation:** Supporting First Nations Business participation (for example, through procurement briefings, meet-the-buyer events, mentoring and small business readiness programs). • **Legacy:** Shared benefits commitments that deliver an enduring positive impact for First Nations Communities, which may include a First Nations benefit sharing fund, support for cultural heritage management, equity sharing or revenue sharing, energy offtake agreements or energy rebate programs. • **Enabling participation:** Building the capacity of First Nations Communities to actively participate in any benefit sharing.
Employment, workforce and capacity development • Commitments to employment, training and workforce development that provide economic and social benefits for First Nations Communities, informed by engagement outcomes and understanding of First Nations' needs, aspirations and priorities. • Ability of Proponent to implement and deliver commitments.	• **Employment commitments**: Commitments that align with the NSW First Nations Guidelines regarding achieving or exceeding at least 3% First Nations participation with a credible plan to deliver those commitments. • **Workforce development:** Workforce preparedness programs that address barriers to workforce participation (for example, trade skills, licensing requirements or pre-apprenticeship training). • **Capacity building:** Targeted training and capacity building in the local region (for example, mentoring, upskilling or scholarships with local TAFEs) and partnerships that support the delivery of commitments (for example, Indigenous Chambers of Commerce, Supply Nation or other First Nations training organisations).

Merit Criterion 5 – Social outcomes and community benefits sharing

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

For general guidance on applying better practice approaches, Proponents can refer to the Clean Energy Council's 'Guide to Benefit Sharing Options for Renewable Energy Projects' and are encouraged to engage with local communities in accordance with the IAP2 Public Participation Spectrum 'Collaborate' level. Further guidance on social licence commitments is provided in the NSW Renewable Energy Sector Board Plan (**NSW RESB Plan**) and the MC4&5 Returnable Schedule.

What is assessed	Characteristics of higher merit
Community engagement • Identification of the local community and stakeholder groups likely to be affected by the Project and the approach to building trust and mutually beneficial relationships with local community and stakeholders. • Evidence that local demographic data has been considered in the development of the plan.	• **Engagement approach:** Demonstration of early and ongoing local community engagement, informed by quality engagement best practice principles,[10] led by a suitably qualified engagement officer. • **Engagement plan**: A detailed plan that identifies relevant community and stakeholder groups and outlines activities and feedback processes to build trust and address priorities of the community and stakeholder groups. • **Impact assessment:** Demonstrated understanding of impacts the Project will have on the affected local community and the wider region. Identifying how the Project can create benefit sharing during its development, construction and operation phases. • **Social outcomes:** Engagement that has empowered the local community by providing meaningful opportunities to influence Project outcomes. General community acceptance of the Project. Demonstrated outcomes supported by evidence and/or credible mechanisms over time.
Community shared benefits • Commitments to community shared benefit initiatives. • Evidence that local community shared benefit commitments have been	• **Co-design:** Evidence of community co-design in the development of shared benefit commitments. • **Exceeding targets:** Development of shared benefit commitments that exceed the

[10] Typically, engagement which is a two-way dialogue and undertaken before key project decisions are finalised, with evidence that feedback influenced outcomes.

What is assessed	Characteristics of higher merit
informed by implementing a stakeholder and community engagement plan and are informed by local community priorities and needs.	minimum requirements of State/Territory or local government development/planning approval processes. • **Legacy:** Shared benefit commitments that deliver an enduring positive impact on relevant communities and the region, such as energy rebate programs for the community and commitments to local community projects and organisations. • **Governance**: Fit-for-purpose and transparent governance and participation arrangements for community benefit sharing schemes, with meaningful opportunities for local community representatives to participate in decision-making (including on priorities and how funds are disbursed).
Local supply chain development • Where locally practical, commitments and evidence to support the use of Local Content, including locally sourced materials, suppliers and locally manufactured renewable components.	• **Local Content:** Commitments and evidence that support the development of local supply chain opportunities, such as renewable components and materials, local steel and investment and innovation in the local renewable energy supply chain. This may include commitments that align with the NSW RESB Plan and meet guidance provided in the MC4&5 Returnable Schedule on supply chain inputs criteria, where locally practical. • **Supporting evidence:** Details and evidence of goods and services that are to be locally procured and those to be internationally procured, including justification of why international sources were used, if applicable. • **Business participation:** A comprehensive procurement plan and supplier engagement strategy to build local supply chain capacity. This can include partnerships with recognised Chambers of Commerce, or other relevant entities to maximise opportunities for local supply chains.
Employment and workforce development • Strategies and commitments to support local employment, including local skills, high labour standards, training, and capacity building for local renewable energy workforces.	• **Workforce development:** Commitments to strengthen local workforce training and engagement through partnerships with trade unions, registered training organisations, group training organisations and established portable entitlement industry funds. This may include initiatives to upskill local workforces, especially

What is assessed	Characteristics of higher merit
	hard-to-reach and under-represented groups such as women and long-term unemployed. • **Employment commitments:** Commitments that exceed the minimum requirements outlined in the Australian Skills Guarantee targets which are supported by strategies and evidence. This may include commitments that align with the NSW RESB Plan and meet guidance provided in the MC4&5 Returnable Schedule on employment and workforce criteria, where locally practical.

3.2 Merit Criteria – Required supporting documentation

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

Merit Criterion	Required supporting documentation
MC 1 – Financial value, system reliability and system benefits	• **Technical information:** Key technical information including Project configuration (such as Registered Capacity), Connection Point, technology type(s) and technical capability. • **Key commercial terms:** Refer to Table 5: Key commercial terms before submitting a Bid. • **Single line diagram:** Inclusive of Connection Point and metering configuration. • **Completed MC1 Returnable Schedule:** Inclusive of Project Parameters, Bid Variables and AC and DC (where applicable) generation traces. • **Supporting evidence**: Basis for the generation traces provided in the MC1 Returnable Schedule such as a resource assessment report.
MC 2 – Project deliverability and timetable	• **Project schedule and development plan:** A risk-adjusted Project schedule that outlines key Project progress and milestone dates (including First Energy Export and the COD Target Date), and a Project development plan, including risk assessment plans as relevant. • **Land tenure:** Complete real property arrangements Returnable Schedule and supporting evidence, in alignment with the site map. • **Network connection approval:** Connection application status including forward plan to secure connection, and evidence of connection status including engagement with the relevant network service provider and AEMO. List any major network augmentations (if any) that the Project requires to be technically and/or economically feasible (for example, Victorian-NSW Interconnector West). • **Environmental and planning approvals:** Summary of environmental approval progress with evidence and forward plan, and EPBC Act approval (if required).
MC 3 – Organisational, resource and financing capability	• **Track record:** Proponent's and/or its key delivery partners' experience, including summary of three most comparable projects delivered in the last five years. • **Contracting model and resourcing:** Summary of Project delivery model, including diagrammatic representation of the contracting model and supporting evidence for progress in securing contracts with key delivery partners. Resourcing plan outlining resourcing strategy and roles and responsibilities of key personnel for all Project phases. • **Development funding:** Development funding status including development phase budget, evidence of access to funding, and evidence of ability to provide Performance Security. • **Financing and revenue strategy:** Financing strategy, including estimated CAPEX requirements and debt and equity requirements for the Project. Evidence of status of capital raising activities or access to capital. Overview of the Project revenue strategy and progress towards securing offtake agreements. Explanation of how Bid Variables have been structured to support achievement of Financial Close.
MC 4 – First Nations participation and benefits sharing[11]	• **Completion of MC4&5 Returnable Schedule:** Commitments listed in the Returnable Schedule should be consistent with the information provided in the Bid Form. • **First Nations engagement plan:** A plan outlining the approach to engagement with relevant First Nations Communities in the local and surrounding region (including addressing cultural heritage issues). The plan should include past, current and proposed engagement activities, a needs or impact assessment, a feedback mechanism and complaints handling process. • **Supporting evidence:** To demonstrate its commitments and track record, show how the Project will identify and seek to address identified needs in the local First Nations Communities, deliver economic and/or financial opportunities for First Nations Communities, and promote co-design of benefit sharing schemes.

[11] Proponents seeking to participate in the First Nations Set Aside should refer to Section 4.3 for the relevant evidence relating to the qualification requirements.

Merit Criterion	Required supporting documentation
MC 5 – Social outcomes and community benefits sharing	• **Completion of MC4&5 Returnable Schedule:** Commitments listed in the Returnable Schedule should be consistent with the information provided in the Bid Form. • **Stakeholder and community engagement plan:** A plan identifying relevant affected local communities and stakeholders, outlining an engagement approach that demonstrates trust, support and an understanding of local community priorities. The plan should include past, current and proposed engagement activities, a needs or impact assessment, a feedback mechanism and complaints handling process. • **Supporting evidence:** To demonstrate commitments and track record, show how the Project will support commitments to local supply chain, employment and workforce development, training and capacity building and community shared benefits, including evidence that commitments reflect local priorities, are proportionate to the Project's scale and impact, and deliver meaningful, long-term positive outcomes for the region.

4 Key Tender considerations

4.1 Project Commercial Operations Date

A Project's development progress and the credibility of forward plans to secure remaining approvals and delivery milestones will be assessed under MC2 – Project deliverability and timeline. Projects with earlier, credible COD Target Dates will be considered higher merit, supporting the Australian Government's 82% renewable electricity by 2030 target. For Projects with a COD Target Date after 31 December 2030, evidence of a credible pathway to achieving First Energy Export before 31 December 2030 will be considered when determining merit under Merit Criterion 2.

The Proforma CISA contains detailed processes and timeframes for the submission, approval, and implementation of cure plans in the event of delay or failure to achieve a 'Milestone' (as defined in the Proforma CISA), including Financial Close and COD. Proponents should familiarise themselves with these details, as failure to comply with the requirements of the CISA may result in termination of any executed CISA.

4.2 Hybrid Projects, Staged Projects, separate Connection Points

Hybrid Projects

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

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

In addition, the treatment of MC4 and MC5 commitments differs depending on whether the Hybrid Project is an Assessed Hybrid Project or a Non-Assessed Hybrid Project:

- for an Assessed Hybrid Project, all MC4&5 Returnable Schedule values (including cost of commitments, Total Project Contract Value and Total Project Workforce) should encompass the Project, the Associated Project, and the Shared Infrastructure; and
- for a Non-Assessed Hybrid Project, all MC4&5 Returnable Schedule values (including cost of commitments, Total Project Contract Value and Total Project Workforce) should be attributable only to the Project (i.e. the generation asset) and the Shared Infrastructure. Proponents bidding a Non-Assessed Hybrid Project must exclude commitments that are contingent on the construction of the Associated Project.

Proponents should refer to the MC4&5 Returnable Schedule for further guidance regarding MC4 and MC5 commitments in respect of Hybrid Projects.

Eligible Hybrid Projects for the Tender 12 Process are those for which:

- all assets have the same Connection Point; and

- the Project, the Associated Project and the Shared Infrastructure are owned by the same SPV.

For the purposes of the Tender 12 Process, a Project that combines multiple generation assets (for example, wind and solar) with a common Connection Point will be treated as a single Project and not considered a Hybrid Project. The Proponent and the single Project will need to satisfy the Eligibility Criteria to participate in this Tender 12 Process, and Proponents should review the Proforma CISA to inform the appropriate Bid configuration.

Treatment of Staged Projects

Staged Projects are co-located generation assets, where the Project expands the generation capacity of an existing generation asset (**Existing Project**), with both the Project and Existing Project sharing a common Connection Point. The Project and the Existing Project may have some Shared Infrastructure.

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

- the Project includes the new generation capacity and the Shared Infrastructure and excludes the Existing Project;
- the Project will need to, in its own right, satisfy the Eligibility Criteria; and
- benefits against each of the Merit Criteria will be assessed for the Project only, and not the Existing Project.

The development of multiple stages of new assets with no Existing Project (for example, two new generation assets being delivered with separate CODs) will not be considered a Staged Project for the purposes of this Tender Process. In such cases, Proponents should review the Eligibility Criteria and Proforma CISA to inform the appropriate Bid configuration.

Projects with separate Connection Points

Projects comprising generation assets of the same technology type with separate Connection Points may be eligible to bid as a single Project if the generation assets comprising the Project are geographically co-located, subject to satisfying the Eligibility Criteria and requirements set out in clause 7.1(g) of the Proforma CISA.

If the generation assets are not of the same technology type or are not geographically co-located, Proponents will be required to bid these generation assets as separate Projects. Proponents should review the Proforma CISA to inform the appropriate Bid configuration.

Projects that have separate Connection Points for generation and dispatchable assets are considered to be separate Projects for the purposes of this Tender 12 Process. In such cases, Proponents may Bid the generation asset as a Project in this Tender 12 Process, while the dispatchable asset alone will not be eligible for this Tender 12 Process.

4.3 First Nations Set Aside

Of the generation capacity being sought in Tender 12, a First Nations Set Aside allocation of 500 MW is available for Projects that commit to entering into a First Nations Sharing Arrangement that meets the qualification requirements set out in Table 11.

Participation in the First Nations Set Aside is optional. Projects that do not elect to participate, or do not satisfy the qualification requirements, will not be eligible for the First Nations Set Aside. Such

Projects will still be assessed in this Tender Process provided that these Projects satisfy the Eligibility Criteria.

The First Nations Set Aside is a subset of the overall Tender 12 target and if there are insufficient meritorious Bid(s) to meet this subset, the overall Tender 12 target will remain the same.

Subject to satisfying the Eligibility Criteria, assessment against all Merit Criteria, and the discretion of AEMO and/or the Australian Government, Bids of sufficient merit that meet the qualification requirements for the First Nations Set Aside will be considered and allocated in accordance with the following order of priority:

- first, the First Nations Set Aside;
- second, the indicative jurisdictional allocation (if applicable); and
- third, the unallocated portion of the Tender 12 total capacity target.

Qualification requirements for the First Nations Set Aside

To qualify for the First Nations Set Aside, the Proponent must satisfy each of the qualification criteria set out in Table 11.

Table 11: Qualification requirements for the First Nations Set Aside

Qualification requirements	Description
Equity participation commitment	Commitment to an equity sharing, revenue sharing or combination of equity and revenue sharing arrangement equivalent to at least a 5% economic interest in the Project with an Eligible First Nations Organisation (i.e. a First Nations Sharing Arrangement).
Engagement with First Nations Communities	Engagement undertaken with the appropriate local First Nations Communities regarding the Proposed First Nations Sharing Arrangement in line with better practice approaches outlined in Section 3.1 Merit Criteria 4 - First Nations participation and benefits sharing, including evidence of support from the proposed Eligible First Nations Organisation.
Progress of commercial arrangements	Formal or in-principle agreement on the structure and key commercial terms of the First Nations Sharing Arrangement.

Determination of suitability for the First Nations Set Aside is at the absolute discretion of AEMO and/or the Australian Government.

Proponents will be expected to provide:

- supporting information, such as a Project financial model (which includes a description of the form and duration of participation, and the timing of benefits), supporting calculations or equivalent evidence, demonstrating how the value of the First Nations Sharing Arrangement delivers at least 5% economic interest (or equivalent);

- evidence of engagement with local First Nations Communities regarding the First Nations Sharing Arrangement, which included a letter of support or endorsement from the First Nations Organisation, email correspondence, meeting minutes, responses to Q&A resulting from engagement activities, presentations or factsheets provided to local First Nations Communities or other evidence of engagement;
- evidence of governance and decision-making structures, which may include clear identification of an Eligible First Nations Organisation and appointed members, a jointly endorsed governance framework or charter document, a description of proposed governance arrangements, financial controls to prevent misuse of funds, dispute resolution and consultation mechanisms, corporate structure of the First Nations Sharing Arrangement and terms of reference for an oversight committee with the opportunity for ongoing, informed decision making by First Nations partners; and
- commercial evidence to demonstrate progress in relation to the Proposed First Nations Sharing Arrangement, which may include one or more of an exchange of letters of intent, a draft or executed memorandum of understanding or term sheet, a call option deed, a unitholders' agreement, a start-up funding deed, establishment of a First Nations equity holding company, and a description of funding and governance arrangements.

Relationship to Merit Criterion 4

All Proponents are required to address First Nations Commitments under Merit Criterion 4 (MC4), regardless of whether they seek to participate in the First Nations Set Aside. Proponents should include details of the Proposed First Nations Sharing Arrangements under 'First Nations Community Shared Benefits' in the MC4&MC5 Returnable Schedule as part of their response to MC4 and the commitment will be considered as part of the merit assessment against MC4. For the avoidance of doubt, the qualification process for the First Nations Set Aside will be separately determined to the MC4 merit assessment process. All commitments provided in the MC4&5 Returnable Schedule will be incorporated into the relevant Project Documents for Successful Proponents that are awarded a CISA, irrespective of the outcome of the First Nations Set Aside qualification.

Eligible First Nations Organisation

First Nations Sharing Arrangements must be entered into with Eligible First Nations Organisations.

Verification that the Proposed First Nations Sharing Arrangement is with an Eligible First Nations Organisation will be undertaken as part of the Tender Process. Proponents will be required to confirm the Eligible First Nations Organisation's details in the Bid Form, including evidence of authority or support from appropriate local First Nations Communities, and any other First Nations rights and interest holders in the land on which the Project will be undertaken.

CISA provisions for the First Nations Set Aside

If a Proponent qualifies for the First Nations Set Aside and is a Successful Proponent in the Tender 12 Process, the Proponent will be required to enter into the Proposed First Nations Sharing Arrangement prior to COD and meet the requirements outlined in Schedule 2B of the Proforma CISA.

4.4 Information for NSW Projects

4.4.1 Ineligibility of NSW Projects in Tender 12

A portion of generation capacity within the CIS is allocated to States and Territories through RETAs, thereby ensuring that investment in renewable energy through the CIS complements investment in renewable energy under State/Territory systems.

With NSW Roadmap generation infrastructure tenders having resumed in Q2 2026, Projects with generation assets located in the NSW region of the NEM are not eligible to participate in Tender 12 and may instead consider future NSW Roadmap tenders.

4.5 Information for Victorian Projects

4.5.1 Victorian solar-only capacity limit for Tender 12

Generation Projects that can satisfy the Eligibility Criteria including wind Projects, solar-only Projects and solar-hybrid Projects located in Victoria are eligible for this Tender 12 Process.

At the request of the Victorian Government through the RETA negotiation process, the Australian Government has implemented a maximum aggregate technology capacity award of 0.47 GW to solar-only Projects. This requirement has been introduced to ensure a resource mix that can support energy system reliability in Victoria.

For the avoidance of doubt, there is no limit to other technology types (e.g. wind Projects or solar-hybrid Projects) in this Tender 12 Process.

4.5.2 Victorian Access Regime

All Victorian Projects must demonstrate (under MC2) how the Project proposes to comply with the relevant requirements of the Victorian Access Regime. This includes requirements related to (as applicable):

- the relevant REZ scheme declaration (for Projects that are eligible to apply for access under a REZ scheme); or
- the Grid Impact Assessment (for Projects not eligible to apply for access under a REZ scheme).

Proponents should refer to the *Victorian Access Regime update* (June 2026), the *REZ Declaration Orders* (May 2026), the *Access and Connections Consultation Paper* (September 2025), and the *Draft Grid Impact Assessment Guidelines* (September 2025) for information regarding the proposed Victorian Access Regime. If additional details or formal requirements are issued in respect of the Victorian Access Regime during this Tender 12 Process, AEMO may request further information from Proponents, including but not limited to:

- how the Project is expected to meet, or will meet, the relevant requirements of the Victorian Access Regime; and
- the extent to which the Project's proposed network connection pathway has been planned to accommodate the requirements of the Victorian Access Regime.

Bids for Victorian Projects that are successful under a CIS generation tender are eligible to apply for VicGrid's initial allocation process. These Projects will be subject to a targeted assessment process with a focus on changes and progress since their Bid submission in this Tender 12 Process. Further details are available in the *Victorian Access Regime update* (June 2026). Success in this Tender 12

Process does not guarantee any likelihood of success of any future applications that would be required under the Victorian Access Regime to connect to the declared transmission system in Victoria.

4.6 Project Document departures

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

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

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

Proponents are required to attach to their Bid at submission:

- a clean version of the Project Documents in Word format. The clean version of the Project Documents must be provided in a form that is considered capable of acceptance by the Australian Government (i.e. requiring no further changes (including in respect of Parties' details, Schedules 3, 4, 5 and 7, and execution blocks) except for details relating to the Bid Entity if it has not been established by the time the Proponent submits its Bid, any information in the CISA that is identified as not requiring completion for the purposes of a Bid, and any details remaining to be completed by the Australian Government);
- if any departures are proposed, a completed Departures Table, including the reason for requesting each proposed departure in Word format; and
- a marked-up version of the Project Documents (if departures are proposed) in Word format.

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

4.7 Eligible Wholesale Contracts

The Proforma CISA sets out the eligibility requirements for Eligible Wholesale Contracts, and how revenue from Eligible Wholesale Contracts is treated in calculating the Project's net operational revenue and CISA revenue support payments. A contract (such as an offtake agreement) must meet the criteria set out in clause 15.1 of the Proforma CISA to qualify as an Eligible Wholesale Contract, unless waived by the Commonwealth.

The eligibility of any contract that is proposed as an Eligible Wholesale Contract will not be assessed as part of this Tender Process. While the progress and credibility of a Project's revenue strategy will be considered under the assessment of Merit Criterion 3, that assessment does not constitute a

determination or indication that any contract is, or will be, an Eligible Wholesale Contract under the Proforma CISA. Separately, existing or proposed contracts will not be considered as part of the assessment of Merit Criterion 1.

For Successful Proponents, the Commonwealth will verify whether a contract has met the eligibility criteria for an Eligible Wholesale Contract in accordance with clause 15 of the Proforma CISA following the announcement of Successful Proponents and Projects. This includes consideration of whether there is any basis for the Commonwealth to conclude that the proposed contract is not on reasonable commercial terms or does not have the net effect of reducing the Project Operator's exposure to market price volatility in respect of the Project.

Clause 15 of the Proforma CISA is the authoritative source for Proponents when considering, during the Tender process, whether a contract is likely to be assessed by the Commonwealth as meeting the eligibility criteria for an Eligible Wholesale Contract. Proponents should also refer to the guide to assessing eligible contracts under the Capacity Investment Scheme Agreement, available on DCCEEW's website, for additional information about self-assessing contract eligibility and the evidence that may be required to support the Commonwealth's verification. The guide does not alter or override the terms of the Proforma CISA, which will prevail to the extent of any inconsistency.

This information is provided to inform Proponents of the obligations that will apply if they are successful in this Tender Process. However, eligibility will not be determined as part of the Tender Process. Proponents should consider the Eligible Wholesale Contract criteria set out in clause 15.1 of the Proforma CISA when developing their Project's revenue strategy and structuring their Bid Variables, including the alignment between the Project's revenue and financing strategies and the revenue support sought under the CISA. The submitted Bid Variables will be binding, in accordance with Section 6.27, and will be incorporated into Project Documents for Successful Proponents in this Tender Process.

4.8 Developer Rating Scheme EC13 Requirements

The Australian Government launched the Developer Rating Scheme (**DRS**) as a commitment to improving the way renewable energy businesses engage with communities when developing clean energy infrastructure. The DRS is a national initiative designed to assess renewable energy developers and transmission companies against a high-level criteria framework, with community engagement at the core.

Businesses that have passed an independent assessment administered by the Scheme Provider may choose to be listed on the public register. Such businesses will have been found to demonstrate high standards of governance, financial stability, and engagement capability. The DRS website should be referred to for details of the assessment methodology of the DRS and the Scheme Provider should be contacted to understand the steps and timelines to enable compliance with EC13.

To comply with EC13, a Proponent or a Related Body Corporate must, at the time of Bid submission, have signed and returned to the Scheme Provider a letter of engagement with the Scheme Provider to obtain a rating under the DRS. Proponents are required to upload the receipt from the Scheme Provider, confirming that the signed letter of engagement was returned.

The scheme opened on 6 March 2026. It is expected that the eligibility criterion in relation to the DRS will continue to apply to future CIS tenders.

5 Tender Process

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

An overview of the Tender Process is illustrated below.



Registration

Bid submission and assessment

Recommended Bids and selection of Successful Proponents

5.1 Registration

Registration is the first step in the Tender Process and must be completed before a Bid may be submitted. To register a Project, Proponents must create an account via the Online Portal. Successfully registered Proponents will be notified via the Online Portal of any changes made to the Tender Process. Registration opening times and the Registration Closing Date and Time for CIS Tender 12 are set out in Table 3.

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

5.2 Bid submission

5.2.1 How to submit a Bid

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

Proponents are required to ensure that Project Documents are in the form of an offer to the Australian Government, that is complete (other than in respect of details to be completed by the

Australian Government) and capable of acceptance during the Validity Period. In cases in which the Bid Entity will be an SPV that has not been established at that time, the Bid Entity's details, execution block, and other details to be completed by the Australian Government, should be left blank.

Proponents must ensure that all Bid Variables and Project details required for the Reference Details in the CISA are to be provided in the prescribed Returnable Schedules. Proponents must not manually insert these details into the CISA except as expressly instructed in the CISA drafting notes. Any deviation from this process may result in the Bid being deemed non-compliant with these Tender Guidelines.

5.2.2 Duplicative Bids

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

5.2.3 Warranties Form

Proponents participating in the Tender Process must execute a Warranties Form in favour of the Australian Government and AEMO. The Warranties Form must be completed through the Online Portal, executed and then submitted with the Proponent's Bid.

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

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

5.2.4 Accuracy of information

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

5.2.5 Q&A Process

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

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

Please note that, subject to the items below and Section 6.13 Requests for clarification and further information:

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

The Q&A Process will commence with the opening of registration and Bid commencement. The Q&A Closing Date and Time is set out in Table 3.

5.2.6 Late Bids

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

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

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

5.2.7 Extensions

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

5.2.8 Obligation to notify of errors

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

5.2.9 Changes to corporate structure after registration

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

5.3 Bid assessment

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

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

5.3.1 Eligibility Criteria verification

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

5.3.2 Merit Criteria assessment

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

Following Merit Criteria assessment, Bids that have not been excluded will receive a weighted score, using the weightings according to Table 10: Merit Criteria, to create the Ranked List.

Low merit Bids

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

5.3.3 Due diligence

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

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

- commissioning or completing relevant research, analysis and modelling to support assessment of Bids;
- contacting any relevant Australian Government, State or Territory Government or other relevant parties about a Bid, Project, Proponent or Bid Entity;
- seeking information from third parties to validate information provided by Proponents. This includes, but is not limited to, information from the relevant network service provider, AEMO, the relevant local council or the State/Territory planning authority;
- confirmation of compliance with the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and relevant work health and safety and other regulatory and government policy requirements;
- enquiring into the Proponent's (and the Bid Entity's) practices regarding labour regulations, including ethical employment practices, work health and safety and environmental practices;

- enquiring into the Proponent's (and the Bid Entity's) compliance with the *Competition and Consumer Act 2010* (Cth), including in relation to acquisitions; and
- a review and assessment of further information required to be submitted by the Proponent including information identified in Section 7 Australian Government Policies and Other Requirements and the Warranties Form.

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

5.4 Recommended Bids

AEMO will develop the Recommended Bids, incorporating outcomes from the Bid assessment process. At the discretion of the Australian Government, and based on the recommendation of AEMO, a Reserve List may be developed, as described at Section 5.5.1. In developing the Recommended Bids and Reserve List, AEMO may, at its discretion:

- exclude Bids based on adverse due diligence findings;
- exclude Bids with unacceptable departures from the proforma Project Documents (refer to Section 4.6 for more information);
- exclude Bids that do not comply with the Policy Objectives;
- exclude higher ranked Bids from the Ranked List in circumstances in which the Project, in conjunction with other Projects, gives rise to:
    - technology, geographic, or Proponent concentration risks;
    - adverse community effects; and/or
    - significantly diminished benefits when considered collectively compared to the cumulative benefits of each Project when considered individually;[12]
- include lower ranked Bids or exclude higher ranked Bids from the Ranked List, in circumstances that may include, but are not limited to, the following:
    - **Risk profile:** the Project has a lower or higher overall risk profile compared to other Projects, including, but not limited to, high financial and/or delivery risks;
    - **Policy Objectives:** a lower or similarly ranked Project better aligns with the Policy Objectives;
    - **Net CISA Cost:** a lower or similarly ranked Project has a significantly lower Net CISA Cost;
    - **COD and 2030 target:** the Project has a COD Target Date and First Energy Export that are more consistent with achieving the Australian Government's 82% renewable energy by 2030 target;
    - **Proponent's track record in executing Project Documents:** if a Proponent (or a Related Body Corporate) participating in the Tender Process has previously been announced as a

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

Successful Proponent in a prior CIS tender, AEMO may take into consideration the Proponent's (or a Related Body Corporate's) record of executing, or not-executing, its binding commitments and entry into the Project Documents with the Australian Government following such announcement in previous CIS tender processes;

- **First Nations Set Aside:** a lower or similarly ranked Project commits to a First Nations Sharing Arrangement which satisfies the qualification requirements; and/or
- **Mix of generation technologies:** a lower or similarly ranked Project contributes to a mix of generation technologies that enables the Recommended Bids to most effectively support the Policy Objectives.

5.5 Selection of Successful Proponents

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

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

A Proponent is bound by its Bid and, if selected as a Successful Proponent, must enter (or procure that the Bid Entity enter) into the Project Documents that reflect the details as set out in the Proponent's Bid, subject to any amendments agreed with the Australian Government. The Proponent and/or the Bid Entity may not raise additional departures from the proforma Project Documents, or any changes to any Proposed First Nations Sharing Arrangement (if applicable), that were not submitted as a part of its Bid, after having been selected as a Successful Proponent (unless they relate to any provisions of the Project Documents that have been changed by the Australian Government since lodgement of the Bid).

5.5.1 Reserve List

At the discretion of the Australian Government, and based on the recommendation of AEMO, AEMO or the Australian Government may notify one or more unsuccessful Proponents that they have been placed on a Reserve List. Such Proponents will also be advised of how long they will remain on the Reserve List (**Reserve Period**). Proponents on the Reserve List will be informed of their inclusion on the Reserve List and the Reserve Period following the announcement of Successful Proponents.

The Australian Government may notify one or more Proponents from the Reserve List that they have become a Successful Proponent or that their Project ceases to be on the Reserve List. This notification will occur within the Reserve Period and the Validity Period of the relevant Proponent's Bid. A Proponent on the Reserve List that is notified that it has become a Successful Proponent will continue to be bound by its Bid and must enter into Project Documents on the basis of the Bid, subject to any amendments agreed with the Australian Government. Proponents on the Reserve List that are unsuccessful in this Tender Process will be notified by the Australian Government by no later than the end of the Reserve Period.

For the avoidance of doubt, Proponents that have been placed on a Reserve List in a previous tender process may, subject to the requirements of these Tender Guidelines, submit a Bid for this Tender 12

Process in respect of the same Project, Existing Project (if it is a Staged Project), or Associated Project (if it is a Hybrid Project) even if the relevant Reserve Period from the previous tender process has not concluded. Similarly, Projects placed on the Reserve List in this Tender 12 Process may, subject to the requirements of any future Tender Guidelines, submit a Bid for any future tender process, even if the Reserve Period in this Tender 12 Process has not concluded.

If a Proponent that has been placed on a Reserve List in a previous tender process is selected at any point as a Successful Proponent in the previous tender process, the Proponent is not permitted to submit, or continue with, a Bid in respect of the same Project in any other tender process, including this Tender 12 Process. In such circumstances, it is at the discretion of the Proponent to decide which tender process to proceed with. The Proponent must formally notify the Australian Government within ten (10) Business Days after being selected as a Successful Proponent in the previous tender process of its decision to either:

- continue as a Successful Proponent in the previous tender process and withdraw from any ongoing tender processes, including this Tender 12 Process; or
- withdraw its Bid from the previous tender process for which it has been selected as a Successful Proponent and continue to participate in the other tender process, such as this Tender 12 Process.

6 Tender Conditions

Compliance with Tender Conditions

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

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

a. accept, reject or decline to consider any Bid that does not comply with the requirements of these Tender Guidelines or the terms of the Project Documents, or that is incomplete;

b. accept, reject or decline to consider any registration lodged after the Registration Closing Date and Time and any Bid submitted after the Bid Closing Date and Time (as applicable);

c. provide (or not provide) responses to Proponent questions, including responses that clarify the Tender Process or these Tender Guidelines; and

d. require a Proponent to address a probity issue.

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

Bids must:

a. be in English;

b. be submitted substantially in accordance with any format requirements specified in relevant Returnable Schedules;

c. be priced in Australian dollars and all pricing must be Goods and Services Tax (**GST**) exclusive; and

d. use Microsoft Word .docx and Excel .xlsx formats, as required, when Word and Excel Returnable Schedules are to be submitted.

Other considerations

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

a. any matters that are revealed as a result of the Australian Government's or AEMO's own investigations or analyses in assessing the Bids;

b. elements of a Proponent's response to one Merit Criterion (or Eligibility Criterion) when assessing another Merit Criterion (or Eligibility Criterion). This includes the consistency of the Proponent's responses across different Merit Criteria; and

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

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

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

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

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

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

a. to comply with and be bound by these Tender Guidelines;

b. to comply with all applicable Laws;

c. that information provided to the Australian Government or AEMO during the Tender Process is for the benefit of the Australian Government; and

d. to ensure that it and its Associates, comply with these Tender Guidelines.

These Tender Guidelines apply to:

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

b. the Tender Process and the participation of each Proponent and its Associates in the Tender Process; and

c. any communications, including any presentations, meetings or negotiations (whether before or after the release of these Tender Guidelines), relating to these Tender Guidelines or the Tender Process.

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

In addition to any other remedies available to the Australian Government or AEMO under Law, contract, the Tender Process or these Tender Guidelines, any failure by the Proponent or any of its Associates to comply with any Law, contract, the Tender Process or these Tender Guidelines will, in

the absolute discretion of the Australian Government or AEMO, and without limitation, entitle the Australian Government or AEMO to terminate the participation (or further participation) of the relevant Proponent and its Associates in either or both of this Tender Process and any future CIS tender processes.

6.2 Interpretation

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

a. 'includes' in any form is not a term of limitation;

b. the meaning of 'or' will be that of the inclusive 'or', meaning one, some or all of a number of possibilities;

c. headings are for convenience only and do not affect interpretation;

d. the singular includes the plural, and the plural includes the singular;

e. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

f. a reference to a person includes a natural person, a firm, a company, a corporation, a body corporate, a body politic, a trust, a partnership, an unincorporated body or association or a government agency and any successor entity to those persons;

g. a reference to a time is to Australian Eastern Daylight Time (AEDT), unless specified otherwise;

h. a reference to a party in these 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, including as any of them may be modified, re-made or substituted;

j. a reference to a Government agency includes any relevant successor (no matter how constituted) of the Government agency under a machinery of government change or that is performing any relevant function or responsibility that is or was performed at any relevant time by the Government agency;

k. if the Proponent is a different entity to the Bid Entity, the obligations and Liabilities of the Proponent under these Tender Guidelines including Tender Conditions, or under the Warranties Form, apply to the Proponent and the Bid Entity jointly and severally;

l. no rule of interpretation applies to the disadvantage of the Australian Government or AEMO on the basis that the Australian Government or AEMO put forward these Tender Guidelines or the Warranties Form or because the Australian Government or AEMO is seeking to rely on a provision contained in these Tender Guidelines or the Warranties Form;

m. if these Tender Guidelines or the Warranties Form purports to exclude Liability for a particular matter, such exclusion only operates to the extent permitted by Law;

n. the Australian Government may give, modify, withhold, withdraw, make or exercise any action, approval, consent, decision or discretion or other function under these Tender Guidelines at the Australian Government's absolute discretion and at any time and without any Liability to any Proponent or prospective Proponent; and

o. a reference to the Australian Government or to AEMO includes (when applicable) their officers, employees, servants, agents, contractors, consultants, nominees, licensees and advisers.

6.3 Not an offer

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

a. are not an offer and, in particular, are not an offer to enter into any Project Document or other contract with any recipient of these Tender Guidelines;

b. are only an invitation for persons to submit a Bid; and

c. must not be construed, interpreted or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any person.

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

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

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

6.4 Liability

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

a. these Tender Guidelines (including the exercise or non-exercise of any discretion by the Australian Government or AEMO under these Tender Guidelines or any alleged representation contained in these Tender Guidelines);

b. the Tender Process, or the participation in it by the Proponent or Associate of a Proponent, or the conduct of the Tender Process by the Australian Government or AEMO, in any respect;

c. the submission of (or failure to submit or decision not to submit) a Bid;

d. the Australian Government's or AEMO's evaluation of, or decision not to evaluate, a Bid;

e. the Australian Government's selection of, or decision not to select, any Bid or Project to enter into any Project Documents;

f. any omission from or inaccuracy in these Tender Guidelines or any Disclosed Information, or any failure to disclose information;

g. any inspections of any site related to a Project;

h. the granting (or not granting) of any Approvals required or desired in relation to any Project (including in connection with any delay in progressing or securing any such Approval); or

i. the making (or not making) of any recommendation by AEMO or any decisions by the Australian Government or the Minister in respect of any Proponent or Associate of a Proponent or their respective Bids or Projects.

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

a. any breach by the Proponent or its Associates of these Tender Guidelines, including a failure to comply with these Tender Guidelines or any breach of a representation or warranty given by any of them pursuant to these Tender Guidelines;

b. any Claims brought by the Proponent or any of its Associates against the Australian Government or AEMO or any of their respective Associates with respect to any of the matters or events identified in this Section 6.4; or

c. (if applicable) any site inspection, to the extent that the relevant Claim or Liability is caused by the act or omission, including any negligence of the Proponent or its Associates or Arms' Length Associates.

Without limiting the foregoing, by proceeding in this Tender Process the Proponent:

a. represents and warrants that it and its Associates will have no Claim, and will not bring any Claim, against the Australian Government or AEMO, or their Associates; and

b. releases them from any Claim, arising from or in connection with the exercise or the failure to exercise the rights or discretions of the Australian Government or AEMO consistent with the rights and discretions set out in these Tender Guidelines, including the Australian Government or AEMO's rights to vary, suspend or not proceed with all or any part of the Tender Process or not to enter into a contract with any Proponent or a Bid Entity (if different).

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

6.5 No representations

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

6.6 No warranty

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

a. gives any warranty or makes any representation (express or implied), or assumes any duty of care, or accepts any Liability, with respect to the completeness, accuracy, adequacy or currency of these Tender Guidelines or the Disclosed Information;

b. gives any warranty or makes any representation (express or implied) as to the exercise or non-exercise of any executive or statutory discretion, right or power in connection with these 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 these Tender Guidelines, the Tender Process, any Project, or any Disclosed Information, in preparing any Bid, or in the conduct of, participation in or outcome of the Tender Process.

6.7 Compliance with protocols

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

6.8 Confidentiality

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

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

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

a. only disclose Disclosed Information to a person who has a need to know (and only to the extent that the recipient has a need to know) that Disclosed Information for the Permitted Purpose;

b. not use the Disclosed Information for any purpose whatsoever except the Permitted Purpose; and

c. keep strictly confidential all Disclosed Information (subject to disclosure permitted under this Section 6.8).

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

a. prior to disclosure by the Australian Government or AEMO, the relevant Disclosed Information was rightfully known to and in the possession or control of that person and not subject to an obligation of confidentiality on that person; or

b. that person is required by Law to disclose the relevant Disclosed Information, provided that that person:

    i. promptly gives notice to the Australian Government and AEMO; and

    ii. makes disclosure on terms which preserve the confidentiality of the Disclosed Information to the greatest extent possible.

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

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

b. promptly notify the Australian Government or AEMO if it becomes aware of a suspected or actual breach of this Section 6.8 or any unauthorised disclosure or use of the Disclosed Information; and

c. promptly take all reasonable steps to prevent or stop any such suspected or actual breach or unauthorised disclosure or use.

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

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

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

6.9 Intellectual Property Rights

Ownership of Intellectual Property Rights in these Tender Guidelines and Disclosed Information

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

Ownership of Bids and associated IP Rights

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

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

By submission of a Bid, the Proponent grants, and must ensure that each relevant Associate grants, to the Australian Government and AEMO, an irrevocable, perpetual, non-exclusive, transferable,

worldwide, free-of-charge licence to use, reproduce, develop, communicate, modify and/or sub-license the whole or any part of any Bid for the purposes of:

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

Warranty, indemnity and acknowledgement

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

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

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

a. the name of the Proponent(s) and Bid Entity(s) associated with Recommended Bids and Successful Proponents;
b. the value and location of the Projects of the Successful Proponents; and
c. the provisions of the Project Documents generally.

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

6.10 Others to be bound

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

6.11 Continuing obligations

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

6.12 Illegible content, alteration and erasures

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

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

6.13 Requests for clarification and further information

If a person:

a. finds any discrepancy or error in, or has any doubt as to the meaning or completeness of, these Tender Guidelines, the Disclosed Information or the Tender Process, they must notify AEMO in writing through the process described in Section 6.38; or

b. requires clarification on any aspect of these Tender Guidelines, the Disclosed Information or the Tender Process, they may, notify AEMO in writing through the process described in Section 6.38.

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

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

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

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

Meetings with the Australian Government and/or AEMO

Notwithstanding the above, the Australian Government or AEMO may invite a Proponent, or any of its Associates, to attend meetings with the Australian Government or AEMO or an Authority during the Tender Process to discuss issues arising in relation to the preparation of a Bid, the Project or the Tender Process, including for the purpose of maximising the benefits of the Tender Process as

measured against the Eligibility Criteria and Merit Criteria set out in these Tender Guidelines or to fully understand a Proponent's Bid including risk allocation. In its absolute discretion, the Australian Government or AEMO may invite some or all of the Proponents to give a presentation to the Australian Government and AEMO in relation to their Bids.

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

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

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

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

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

Clarification of a Bid

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

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

Authority to seek further information

By submitting a Bid, the Proponent:

a. agrees to, consents to, and authorises the Australian Government and AEMO to, and undertakes to ensure that each of its Associates agrees to, consents to, and authorises the Australian Government and AEMO to:
    i. undertake due diligence and investigations in respect of, seek further information about, and enquire into, the Proponent and any of its Associates and Arms' Length Associates, the proposed Project, any Bid submitted as part of the Tender Process including its or their financial position and any claims made in a Bid regarding the Project or the capability and experience of the Proponent and its Associates and Arms' Length Associates, including seeking information from any Government Agency; and
    ii. undertake investigations, seek further information about, and enquire into the status of, the network connection process, GPS compliance and technical information with AEMO or relevant network service providers, which may include the Australian Government asking AEMO to assess the portfolio impact of Projects on the network through detailed power systems modelling;
b. expressly consents, and undertakes to ensure that each of its Associates consents, to AEMO disclosing the information referred to in paragraph (a);
c. acknowledges and agrees, and undertakes to ensure that its Related Bodies Corporate (if any) and any Bid Entity acknowledge and agree, that any additional information obtained in the processes referred to in paragraphs (a) and (b) may be taken into account in the evaluation of Bids (including as described in Section 5.3); and
d. acknowledges and agrees that the Proponent and its Associates will have no Claim against the Australian Government and its Associates in defamation, or otherwise, with respect to any matter arising out of the provision or receipt of information by the Australian Government and/or AEMO to or from, any other Territory, State or Commonwealth government agency for the above purposes.

Prohibited Conduct

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

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

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

6.14 Conflict of interests

Primary obligation in relation to conflict of interests and notification requirements

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

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

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

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

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

a. actual, potential or perceived conflict of interests in respect of the Tender Process, a Bid or a Project arises or is discovered; or

b. fact, matter or thing which may have an adverse effect on the Tender Process, or which may affect the probity or perception of probity in respect of the Tender Process arises or is discovered,

the Proponent or Bid Entity, as relevant, must:

c. promptly notify the Australian Government and AEMO of the actual, potential or perceived conflict of interests or adverse effect;

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

e. take any steps that the Australian Government or AEMO reasonably requires to address that actual, potential or perceived conflict of interests or adverse effect.

Conflict of interests between Competing Proponents

By participating in this Tender Process, the Proponent:

a. confirms, in relation to its Bid and its Project, that, except as may be disclosed to and consented to by AEMO or the Australian Government in writing (either conditionally or unconditionally and at their absolute discretion), the Proponent and each of its Associates (as applicable) is not and will not become:

   i. a member of, or otherwise be involved with, a Competing Proponent or any Bid Entity of a Competing Proponent; or

ii. an Associate of the Australian Government or involved with the Australian Government or AEMO,

in each case in respect of the Tender Process;

b. undertakes to promptly notify AEMO if:

i. it receives confidential information related in any way to the CIS or this Tender Process of a Competing Proponent or any Bid Entity of a Competing Proponent (such notice to include the nature and extent of the confidential information); or

ii. it becomes involved with a Competing Proponent or any Bid Entity of a Competing Proponent or becomes an Associate of the Australian Government in respect of the Tender Process;

c. warrants that no actual, potential or perceived conflict of interests has arisen or will arise in respect of the Proponent or its Associates in respect of the Tender Process; and

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

Conflicts of interest regarding Associates

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

a. a Competing Proponent;

b. a Bid Entity of a Competing Proponent; or

c. the Australian Government or AEMO,

unless:

a. the Proponent has first notified the Australian Government and AEMO of that fact;

b. the Proponent has received written consent from the Australian Government or AEMO (either conditionally or unconditionally and at their absolute discretion) to the relevant person being an Associate for both the Proponent or a Bid Entity (if different) for the Competing Proponent, or the Australian Government or AEMO (as applicable);

c. the Proponent has provided written confirmation to the Australian Government and AEMO that all necessary protocols are in place in relation to information and personnel separation and ringfencing (for example, information barriers) that would reasonably be expected for persons participating in a competitive tender process of this nature (**Conflict Protocols**); and

d. the Australian Government or AEMO has confirmed that such Conflict Protocols are acceptable and have been implemented by the relevant parties to the satisfaction of the Australian Government and AEMO.

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

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

Conflict of interests between the Australian Government and a Proponent

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

a. any person involved in or connected with another Bid or its Project;

b. any person involved in the administration of the Tender Process; or

c. any experts, consultants or advisers, appointed by the Australian Government or its Associates for the purposes of the Tender Process.

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

a. is or was an Associate of, or was otherwise engaged by, the Australian Government at any time after the date 12 months prior to the Registration Date; or

b. is or was involved in the management of the Tender Process, or the preparation of any of the Tender Documentation or Project Documents, at any time.

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

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

b. refuse permission.

Request for list of Associates and Arms' Length Associates

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

Industry members of AEMO

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

6.15 No anti-competitive conduct

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

a. any aspect of the Project;

b. the preparation or submission of a Bid or the Bid of a Competing Proponent;

c. the evaluation and clarification of a Bid or the Bid of a Competing Proponent; or

d. the conduct of negotiations between the Australian Government, AEMO and the Proponent or Bid Entity (if different) or a Competing Proponent,

in each case in respect of the Tender Process.

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

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

a. seeking information in relation to the Tender Process other than through the means set out in these 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 these Tender Guidelines.

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

6.16 Submitting a Bid

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

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

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

a. is a serious offence under section 137.1 of the Schedule to the *Commonwealth Criminal Code Act 1995* (Cth);

b. may lead to exclusion of the Proponent from this Tender 12 Process and subsequent CIS tender processes; and

c. may lead to termination for default of any CISA that may be entered into with a Successful Proponent and the payment of damages.

6.17 Change to Proponent structure

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

a. the structure or ownership of a Proponent, including any Bid Entity (excluding changes in ownership of a publicly listed entity);

b. the structure or ownership of a First Nations Organisation;

c. the appointment, termination or replacement of a Proponent or Bid Entity (and such notice must include details of the nature of the appointment, termination or replacement as applicable); or

d. the scope or terms of the appointment of a Proponent or Bid Entity.

All notifications required to be made by Proponents to AEMO under this Section 6.17, including in relation to a change in any of the matters referred to in the previous paragraph, must be made using, and be consistent with, the "CIS T12 Notification or Clarification to ASL" form available to registered Proponents on the Online Portal.

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

a. require the relevant party(s) to enter into a document acknowledging that it or they are bound by and undertake to comply with these Tender Guidelines or to take any further action required by the Australian Government or AEMO;

b. assess the relevant change in circumstances and elect to terminate the Proponent's or Bid Entity's further participation in the Tender Process; and/or

c. invite the Proponent to amend its Bid accordingly.

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

6.18 Disclosure regarding consultants and advisers

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

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

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

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

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

6.19 Proponents to perform own due diligence

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

a. all aspects of the Project and the requirements of the Tender Process and these Tender Guidelines;

b. the contents, completeness, accuracy, adequacy and currency of the Disclosed Information; and

c. all information which is relevant to the risks, contingencies, costs, procedures and other circumstances related to the Project which could affect their decision to submit a Bid or the nature or terms of a Bid, without reliance on the Australian Government or AEMO.

The Proponent and the Bid Entity (if different) acknowledge and agree that, except where expressly stated otherwise in these Tender Guidelines or in the Disclosed Information, the Australian Government and AEMO have not verified the information contained in these Tender Guidelines and the Disclosed Information, and that such information should not be regarded as a substitute for the exercise of its own judgement by the Proponent and the Bid Entity.

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

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

a. read and understood the requirements of these Tender Guidelines;

b. made all reasonable enquiries, investigations and assessments of available information relevant to the risks, contingencies, costs, procedures and other circumstances relating to the Tender Process and Project; and

c. satisfied itself as to the correctness and sufficiency of its Bid.

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

6.20 Bids commercial-in-confidence

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

a. required or permitted by Law, or in the course of legal proceedings;

b. of information that is publicly available, or becomes publicly available other than through a breach of this provision;

c. of deidentified information disclosed in the public interest for the purposes of informing the market of tender outcomes including (but not limited to):
    i. the number of Bids received and the average number of Bids per Proponent;
    ii. scoring results across each Merit Criterion or price from Bids, including as they may delineate successful and unsuccessful Bids; or
    iii. graphical or numerical information on any aspect of a Bid or the Bid evaluation;
d. requested by any Authority having jurisdiction over the Australian Government, AEMO or its or their activities;
e. requested by any relevant Commonwealth Ministers or their advisers, any relevant parliament, parliamentary committee, ombudsman or anti-corruption commission (or similar body in any jurisdiction);
f. required by AEMO or the Australian Government when, in order to conduct due diligence, they contact a relevant Australian Government, State or Territory Government or other relevant parties about a Bid, Project or Proponent;
g. made to a State or Territory Government for the purposes of negotiating funding arrangements or the implementation of renewable energy policy between relevant State or Territory Governments and the Australian Government;
h. consistent with the ordinary transparency or reporting processes of the Commonwealth;
i. in accordance with the terms of a CISA which is entered into between the Australian Government and a Successful Proponent; or
j. provided to the Australian Government and/or other Government agencies and entities, insurers or subject matter experts, for any purpose described in this Section 6.20.

6.21 No amendment

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

6.22 Withdrawal of Bid

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

6.23 Bid Entities

Proponents are required to nominate a Bid Entity in accordance with the Eligibility Criteria. Subject to the Eligibility Criteria, the Bid Entity must be an Australian SPV 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

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

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

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

6.24 No reimbursement of costs

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

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

6.25 No publicity

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

6.26 Discretions

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

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

a. reject, refuse or cease to consider, or accept, any Bid that does not comply with the requirements of these Tender Guidelines or which is otherwise incomplete;

b. suspend or terminate the Tender Process;

c. not further consider any Proponent or Bid that fails to satisfy the Eligibility Criteria or the Merit Criteria;

d. reject or accept any Bid notwithstanding whether such Bid is lower priced, higher-ranked, or otherwise;

e. make a recommendation (or not make a recommendation) in respect of any Bid during the Tender Process, including making a recommendation (or not making a recommendation) to designate as a Successful Proponent a Proponent which had (or did not have) the highest ranked Bid against the Merit Criteria;

f. make or not make any decision to designate as a Successful Proponent any Bid or Project, including those which are provided to the Australian Government by AEMO as a Recommended Bid;

g. accept or reject the whole or part of any Bid to the extent, in the case of part-acceptance, that part of the Bid is capable of such partial acceptance;

h. suspend or terminate a Proponent's or Bid Entity's (if different) participation in the Tender Process if the Australian Government or AEMO forms the view that the Proponent, the Bid Entity (if different) or one or more of their Associates has breached or not complied with these Tender Guidelines. For the avoidance of doubt, neither the Australian Government nor AEMO is obliged to exclude a Proponent or Bid Entity (if different), or any other person, from continued participation in the Tender Process in the event that a Proponent, Bid Entity or any other person fails in whole or part to comply with these Tender Guidelines;

i. require, request, receive or accept (whether requested or not) additional information, material, clarification or explanation from any Proponent or Bid Entity (if different) 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 sub-paragraph (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;

k. waive any or all (in whole or in part) of the obligations of the Proponent, the Bid Entity (if different) or any of their Associates (or a Competing Proponent or its Associates) under the requirements of these Tender Guidelines;

l. consider and accept a Bid regardless of whether any Proponent, the Bid Entity (if different) or any of their Associates has breached or not complied with these Tender Guidelines and despite the existence of departures from these Tender Guidelines, the technical specifications, or the Project Documents, for the Project;

m. vary or supplement any part of these Tender Guidelines;

n. without limiting sub-paragraph (m), cancel, supplement, vary or amend the terms of any information, requirements, procedures, selection criteria and protocols relevant to the Tender Process having regard to probity requirements and advice;

o. change the timing, order or application of any phase or process in the Tender Process or supplement, remove, add to or vary any part of the Tender Process;

p. accept or reject a Bid that is submitted at any time after the Bid Closing Date and Time, or that is submitted otherwise than in accordance with these Tender Guidelines;

q. accept or reject any clarification question or request for a meeting that is lodged by a person in respect of the Tender Process after the time and date specified, or other than in the manner specified, in these Tender Guidelines as the Q&A Closing Date and Time or the manner specified for such questions or requests;

r. extend any time or date specified in these Tender Guidelines;

s. call for new Bids;

t. negotiate with the Proponent or its Bid Entity (if different) or any Competing Proponent on any matter the Australian Government or AEMO may determine, including allowing the Proponent or a Competing Proponent to clarify, alter, amend, add to or change its Bid after the Bid Closing Date and Time without offering the same opportunity to one or more other Proponents;

u. in evaluating any Bid, preparing the Ranked List and Reserve List, or selecting a Successful Proponent, have regard to:

   i. past performance and corporate history of any Proponent or its Associates;

   ii. information concerning any Proponent or its Associates that is in the public domain, or that is obtained by the Australian Government or AEMO through its or their own investigations;

   iii. information provided by any Proponent or Bid Entity in response to a particular Eligibility Criterion or Merit Criterion for the purpose of evaluating other criteria;

   iv. any other matters arising from investigations (including probity investigation) by or for the Australian Government or AEMO, interviews with Proponents or any Bid Entity (if different), or responses to clarification questions given by Proponents and without notifying the Proponent, any Bid Entity (if different) or any of their Associates (if applicable) of that information; and

   v. the national electricity objective;

v. appoint or decline to appoint any number of Successful Proponents or change Successful Proponents at any time;

w. require the Proponent or any Competing Proponents to make a 'best and final offer';

x. withdraw, cancel or modify (substantially or otherwise) the CIS or any part of the CIS;

y. change the Tender Process or any part of the CIS in any way it sees fit (including adding an additional Stage or round of clarifications) and commence a new tender process in relation to the CIS on a similar or different basis to that outlined in these Tender Guidelines, having regard to probity matters, if any;

z. not attribute any reasons for any actions or decisions taken, including in respect of the exercise of any or all of the abovementioned rights and discretions; and

aa. otherwise take any such other action as it considers appropriate in relation to the Tender Process or the conduct of the CIS.

6.27 Bids binding

The Proponent acknowledges and agrees that:

a. subject to Section 6.22 and Section 6.28, the Bid:

   i. will constitute, and must not contain any conditions which prevent it constituting, an offer from the time the Bid is submitted up to and including the last date of the Validity Period; and

   ii. will remain open for acceptance for the duration of the Validity Period, notwithstanding that a Proponent is not appointed as a Successful Proponent;

b. subject to Section 6.22 and Section 6.28, the Bid Entity (if different) is (or will be) prepared to enter into the final Project Documents to which it is proposed to be a party in the form of the documentation included in the Proponent's Bid for the duration of the Validity Period; and

c. it has had full access to and fully considered, and has satisfied itself of, all relevant legal, technical, accounting, commercial, financial and insurance advice and matters relevant to its decision to offer to enter into such documentation.

6.28 Requisite approval

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

a. the Proponent notifies the Australian Government and AEMO via the Online Portal in accordance with Section 6.38 that its Conditional Bid has become unconditional, and accordingly that Section 6.27 applies in full to the Bid;

b. the notification is received by the Australian Government and AEMO prior to 5:00 pm AEDT on the day that is fifteen (15) Business Days after the Bid Closing Date and Time; and

c. the notification does not seek to make any changes, alterations or amendments to the Conditional Bid, other than to confirm the Bid has become unconditional in accordance with this Section 6.28,

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

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

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

a. issuing Addenda to these Tender Guidelines;

b. requiring the execution of confidentiality, conflict of interests, warranty and other and process arrangements; or

c. issuing further procedures and timetables to the Proponent or any Competing Proponent and requiring the Proponent or any Competing Proponent to comply with the further procedures and timetables provided.

6.30 Requirement to provide further information

These Tender Guidelines set out some but not all of the matters 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.

6.31 Recommended Bids and Successful Proponents

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

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

Successful Proponents must be able to execute a CISA with the Australian Government in a timely manner, and by no later than the date that is six (6) months from the date on which Successful Proponents and Projects are announced. The Australian Government may, at its absolute discretion, decide to cease negotiations with a Successful Proponent that does not execute a CISA in a timely manner and by no later than six (6) months of the announcement of it as a Successful Proponent.

The Australian Government is not bound to enter into Project Documents with any Successful Proponent, including in instances in which a market or regulatory change occurs to the NEM, NEL, NER, or other relevant Laws, or the Successful Proponent does not execute a CISA within the period required by this Section 6.31.

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

6.32 Material changes in circumstances

The Proponent must promptly notify, in writing:

a. AEMO, if it becomes aware prior to the announcement of Successful Proponents and Projects; or

b. the Australian Government, if it becomes aware after the announcement of Successful Proponents and Projects,

of any of the following occurring during the Validity Period:

c. any event that may affect or have an adverse impact on the capability, financial position or capacity of the Proponent or its Associates or the ability of the Proponent or its Associates to continue to participate in the Tender Process or comply with these Tender Guidelines;

d. any circumstances that may affect the completeness, accuracy, adequacy or currency of any of the information provided in, or in connection with, the Bid or the Proponent's (or any of its Associates') participation in the Tender Process;

e. any change to the Proposed First Nations Sharing Arrangement, including any change to the structure or ownership of the relevant First Nations Organisations;

f. the occurrence of a Significant Event, as referred to in Section 7.5;

g. a direct or indirect change in control (as that term is defined in Section 9 of the *Corporations Act 2001* (Cth)) of the Proponent or any Bid Entity (other than in respect of a publicly listed entity); or

h. any change in the ownership or nature of the Bid Entity or its relationship to the Proponent.

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

i. terminate the further participation of that Proponent or Associate in the Tender Process; or

j. invite the Proponent to amend its Bid accordingly.

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

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

6.33 No obligation to enter into contracts

The Australian Government, which is the responsible entity for entering into any Project Document, is under no obligation to enter into pre-contractual negotiations or any Project Documents with any Proponent or Bid Entity (if different) or any other person. Irrespective of whether the Australian Government selects a Successful Proponent, or AEMO makes a recommendation in respect of a

Proponent or Bid Entity (if different), 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 Bid Entity (if different) or any other person unless and until the Australian Government has formally entered into the Project Documents.

6.34 Debriefing and disclosure

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

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

6.35 Complaints

a. Any complaints arising out of or in connection with these Tender Guidelines or the Tender Process must be lodged promptly through the Online Portal upon the cause of the complaint arising or becoming known. The complaint must set out:
    i. the basis for the complaint (specifying the issues involved);
    ii. how the subject matter of the complaint affects (and the effect of the specific issues on) the person or organisation making the complaint;
    iii. any relevant background information; and
    iv. the proposed resolution of the complaint.
b. The Australian Government or AEMO will seek to address the complaint as soon as possible and may, in their absolute discretion, apply the following procedures to address any complaint:
    i. the complaint may be reviewed by an officer or person nominated by the Australian Government or AEMO, with a view to finding a solution to appropriately resolve the complaint;
    ii. the complaint may be referred to the Probity Advisor; and
    iii. the Australian Government or AEMO may contact the person lodging the complaint with a view to resolving the complaint in accordance with the solution it proposes.

6.36 Right to issue Addenda

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

a. at any time during the Tender Process, the Australian Government or AEMO may, in its absolute discretion, amend these Tender Guidelines, the Tender Process, any Project Documents and any document associated with the Tender Process, by issuing an Addendum;

b. neither the Australian Government nor AEMO will have any Liability to the Proponent or any of its Associates as a consequence of the exercise of, or failure to exercise, its right to issue any such Addendum;

c. when an Addendum is issued, the Australian Government and AEMO will provide what they determine to be adequate time for Proponents to modify or re-lodge their Bids if required; and

d. the Proponent should ensure that it prepares its Bid to consider and reflect the content of any such Addendum.

6.37 Severability

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

6.38 Communications

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

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

6.39 Governing law

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

6.40 Change in Law and new Laws

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 and their Associates 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.

7 Australian Government policies and other requirements

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

7.1 Shadow economy policy

a. Proponents are referred to the Shadow Economy Procurement Connected Policy issued by the Australian Government and to the obligations set out in Section 1 of Schedule 6 of the Proforma CISA.

b. Any Successful Proponent or Bid Entity (if different) will be required to:

   i. provide or hold all Valid and Satisfactory Statements of Tax Record for the Bid Entity and any other person identified in the Shadow Economy Procurement Connected Policy; and

   ii. give the warranties that are required by Section 1 of Schedule 6 of the Proforma CISA.

7.2 Workplace gender equality

a. Proponents are referred to the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**), administered by the Workplace Gender Equality Agency (**WGEA**), and to the obligations set out in Section 2 of Schedule 6 of the Proforma CISA.

b. The Proponent, any Bid Entity (if different), and their respective Related Bodies Corporate, must:

   i. not be named as an organisation that is not compliant with the WGE Act;

   ii. understand and meet their respective obligations, if any, under the WGE Act; and

   iii. provide to the Australian Government, if the Proponent is a Successful Proponent, a current letter of compliance by the Proponent, or Bid Entity (if different) with the WGE Act issued by the WGEA in respect of each such Relevant Employer prior to entry into the CISA.

7.3 Modern slavery

a. Proponents are referred to the *Modern Slavery Act 2018* (Cth) (**MS Act**) and to the obligations set out in Section 3 of Schedule 6 of the Proforma CISA.

b. If any of the Proponent, any Bid Entity (if different), or their respective Related Bodies Corporate, is a 'Reporting Entity' under the MS Act, they must have complied with their obligations under that Act, including (if applicable) registering a modern slavery statement with the Attorney General's Department.

7.4 Employee entitlements

a. Proponents are referred to the obligations set out in Section 5.1(c) of Schedule 6 of the Proforma CISA relating to employee entitlements.

b. The Proponent, any Bid Entity (if different), and their respective Related Bodies Corporate, must not have had a judicial decision relating to employee entitlements made against it (including overseas jurisdictions but not including decisions under appeal or instances in which the period for appeal or payment/settlement has not expired), in respect of which it has failed to pay any amounts required to be paid following that judicial decision.

7.5 Significant Event

a. Proponents are referred to the obligations set out in Section 5 of Schedule 6 of the Proforma CISA under which they will be required to notify of Significant Events.

b. Proponents will be required as part of the Tender Process to represent and warrant whether or not there has been any Significant Event in respect of the Proponent or any Associates and, if so, to provide details.

7.6 Prohibited dealings

a. Proponents are referred to the obligations set out in Section 10 of Schedule 6 of the Proforma CISA.

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

7.7 Anti-corruption

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

7.8 Australian Sanctions Office

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

7.9 Labour standards reporting

Successful Proponents or any Bid Entity (if different) must provide a Labour Standards Report, with reasonable supporting detail, to the Commonwealth:

a. quarterly, for each quarter ending before COD;

b. annually, for each year ending after COD; and

c. in accordance with the requirements set out in the Proforma CISA

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

8 Glossary

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

Term	Definition
Aboriginal Community Controlled Organisation	Has the meaning given in clause 44 of the National Agreement on Closing the Gap.
Addendum	Any document issued by or on behalf of AEMO or the Australian Government after the date of these Tender Guidelines and labelled as an "Addendum" to these Tender Guidelines; collectively known as "Addenda".
AEMO	Either or both of AEMO Limited and ASL.
AEMO Limited	Australian Energy Market Operator Limited (ABN 94 072 010 327).
AEDT	Australian Eastern Daylight Time.
Annual Ceiling	Has the meaning given to that term in the Proforma CISA.
Annual Floor	Has the meaning given to that term in the Proforma CISA.
Annual Payment Cap	Has the meaning given to that term in the Proforma CISA.
Approval	Any approvals, authorisations, permits, consents, licences, registrations, determinations, certificates, permissions, exemptions and the like from any Authority or under any Law required to be issued, obtained or satisfied in connection with the performance by the Successful Proponent and the Bid Entity (if different) of its obligations under these Tender Guidelines and/or the Project Documents.
Arms' Length Associates	In respect of the Proponent: a. the Proponent's and any Bid Entity's agents, external contractors, consultants, nominees, licensees or advisers who are involved in assisting or advising them in relation to the Tender Process or the CIS; b. any Debt or Equity Provider that is offering to provide funding in relation to the Project; and c. the Close Associates of the Proponent or the Bid Entity, but excludes the Australian Government, AEMO and their Close Associates, to the extent that they could be considered to be encompassed by this definition.
Assessed Hybrid Project	A Hybrid Project for which the Proponent seeks that both the Project (i.e. the generation component) and the Associated Project (i.e. the dispatchable component) is assessed against the Merit Criteria. The Proponent or Bid Entity (if different), if awarded a CISA in respect of an Assessed Hybrid Project, will be contractually required to deliver both the Project and the Associated Project.
Associated Project	Has the meaning given to that term in the Proforma CISA.

Associates	**In the case of a Proponent, means:** a. any Related Bodies Corporate of the Proponent; b. any Bid Entity and its Related Bodies Corporate (if any); and c. any Close Associates of the entities referred to in paragraphs (a) and (b). **In the case of the Australian Government,** means: a. AEMO; and b. any Close Associates of the Australian Government and AEMO, but does not include the Proponent or its Associates. **In the case of AEMO, means:** a. the Australian Government; and b. any Close Associates of the Australian Government and AEMO, but does not include the Proponent or its Associates.
AusEnergy Services Limited or **ASL**	AusEnergy Services Limited (ABN 59 651 198 364).
Australian Government	The Commonwealth of Australia as represented by the Department of Climate Change, Energy, the Environment and Water or such other Commonwealth agency as is from time to time responsible for the Tender Process or is otherwise relevant in the particular context.
Authority	Any government department, local government authority, government or statutory authority, body, instrumentality, minister, agency or other authority exercising administrative or regulatory functions.
Bid	The documentation submitted by a Proponent in relation to the Project in response to the Tender Process including the Bid Form, Warranties Form, Returnable Schedules, and any additional information submitted by the Proponent during the Tender Process.
Bid Closing Date and Time	The date and time specified in Table 3 of these Tender Guidelines. This date and time may be adjusted by the Australian Government or AEMO issuing a notice on the Online Portal.
Bid Entity	The legal entity that is to be the counterparty to any Project Documents that the Australian Government may offer to the Proponent, as proposed in accordance with EC2. This entity may be the Proponent.
Bid Entity Criteria	Has the meaning given to that term in Table 8.
Bid Form	The document of that name to be completed by the Proponent and submitted as part of the Proponent's Bid.
Bid Variable or **Bid Variables**	The commercial terms of the Project Documents that may be submitted by the Proponent as part of its Bid.
Business Day	A day other than a Saturday, a Sunday and any other day not taken to be a public holiday in the State/Territory in which a Project is located.
CAPEX	Capital expenditure, being the funds used by a Project Operator to build, construct, acquire or upgrade physical assets that are recorded as capital

	expenditure on the Project Operator's balance sheet rather than as an operating expense in its accounts (OPEX).
CIS	Capacity Investment Scheme.
CISA	A Capacity Investment Scheme Agreement, which is an up to 15-year revenue support contract that may be entered into by the Australian Government (in its absolute discretion) with a Successful Proponent or Bid Entity (if different) and which will be in the form provided on ASL's website as part of the Tender Process or such other form as the Australian Government approves.
Claim	Any claim, proceeding, action, cause of action, demand or suit (including by way of contribution or indemnity) made: a. in connection with the Tender Process, these Tender Guidelines, the Project Documents or the Project; b. at law or in equity; and c. for specific performance, an injunction, restitution, payment of money (including damages), an extension of time or any other form of statutory, common law or equitable relief.
Close Associates	In respect of an entity, means: a. its officers and employees; and b. any contractors who are working like employees of the entity.
Closing Date and Time	The Registration Closing Date and Time, the Q&A Closing Date and Time and the Bid Closing Date and Time or the relevant one of them.
COD	Commercial Operations Date.
COD Target Date	Has the meaning given to that term in the Proforma CISA.
Commonwealth Entity	Has the meaning given to that term in Section 10 of the *Public Governance, Performance and Accountability Act 2013* (Cth).
Competing Proponent	In respect of a Proponent, any person participating in the Tender Process other than that Proponent and its Associates to the extent that they are involved in its Bid.
Connection Point	Has the meaning given to that term in the Proforma CISA.
Consolidated List	The list available at: Consolidated List | Australian Government Department of Foreign Affairs and Trade (dfat.gov.au), relating to persons and entities that are subject to sanctions under Australian sanction Laws including the *Charter of the United Nations Act 1945* (Cth) and the *Autonomous Sanctions Act 2011* (Cth).
Debt or Equity Provider	Any actual or potential provider of debt or equity funding, facilities or accommodation directly or indirectly to the Proponent or its Related Bodies Corporate in relation to the Project, including any security trustee, bond trustee, agent, underwriter, arranger, financial guarantor, bond provider or hedge counterparty, however described.
Departures Table	The document of that name to be completed by the Proponent if that Proponent wishes to propose departures to the proforma Project Documents, which may be submitted as part of the Proponent's Bid.

Developer Rating Scheme or **DRS**	Has the meaning given to that term in Section 0.
Disclosed Information	The following information (of whatever nature, including written, graphical, electronic, oral or in any other form) which is disclosed or made available to, or otherwise accessed or obtained by or on behalf of, the Proponent or its Associates in connection with the Tender Process: a. 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; b. any oral or written advice, representations or information given or made available by or on behalf of the Australian Government or any of its Associates during the Tender Process; c. all material contained in any data room used by the Australian Government, AEMO and the Proponents or communicated to Proponents through the Online Portal; d. each Bid to the extent that it contains or would reveal any of the information referred to in the paragraphs above; and e. any other information that the Proponent or any of its Associates know or ought reasonably to know is confidential to the Australian Government, AEMO or any of their Associates or should otherwise be treated as confidential information.
Duplicative Bid	A Bid will be considered a Duplicative Bid if, as described in Section 5.2.2, it is in respect of essentially the same Project as another Bid from the same Proponent or its Associates, and only has changes to the configuration or design (such as storage duration or Registered Capacity).
Eligibility Criteria or **EC**	The Proponent Eligibility Criteria and the Project Eligibility Criteria.
Eligible First Nations Organisation	A First Nations Organisation that is: a. a registered land council representing Aboriginal and Torres Strait Islander people, or an entity that manages or holds land rights, native title or other Traditional Owner-related agreements and settlements, noting that these organisations may establish separate legal entities for commercial purposes; b. a First Nations Business; or c. an Aboriginal Community Controlled Organisation.
Eligible Wholesale Contract	Has the meaning given to that term in the Proforma CISA.
EPBC Act	The *Environment Protection and Biodiversity Conservation Act 1999* (Cth).
Existing Project	For a Staged Project, the existing generation asset that is co-located and shares a common Connection Point with the Project. For the purposes of the CISA, the Existing Project excludes the Project and the Shared Infrastructure.
Final Support Commencement Date	Has the meaning given to that term in the Proforma CISA.

Final Expiry Date	Has the meaning given to that term in the Proforma CISA.
Financial Close	Has the meaning given to that term in the Proforma CISA.
First Energy Export	Commencement of electricity dispatch to the grid under Hold Point 1 testing, during the Project's commissioning plan to be approved by AEMO and the relevant network service provider.
First Nations	Refers to the Aboriginal and Torres Strait Islander peoples who are the original inhabitants of Australia, and their communities, cultures and customs.
First Nations Business	An organisation, operating a business, that is 50% or more Indigenous owned or controlled. It may take the form of a company, incorporated association or trust, or a social enterprise or registered charity that is operating a business.
First Nations Commitments	Binding commitments in relation to First Nations economic and social outcomes that are offered by the Proponent for inclusion in the CISA in relation to the proposed Project, pursuant to MC4.
First Nations Communities	Traditional Owners and First Nations communities.
First Nations Set Aside	A dedicated capacity allocation for Bids that commit to a First Nations Sharing Arrangement, which, subject to Section 4.3, is a subset of the overall Tender 12 target.
First Nations Organisation	The organisation that is or will be the counterparty to the First Nations Sharing Arrangement.
First Nations Sharing Arrangement	An arrangement by which the Project Operator will share equity or revenue with a First Nations Organisation in accordance with the requirements set out in these Tender Guidelines.
Free, Prior and Informed Consent or **FPIC**	FPIC is an internationally recognised concept that maximises participation of Indigenous peoples in decision-making with the power to give or withhold consent. Consent when provided, reflects an agreement to participate. FPIC is not a legally enforceable obligation under Australian domestic Laws. It is an ethical obligation in how we work and build productive relationships.
Generation CISA	A CISA entered into as a result of the Tender 1 Process, the Tender 4 Process, the Tender 5 Process, the Tender 7 Process, the Tender 9 Process, or the Tender 12 Process.
GPS	Generator Performance Standards.
Grid Impact Assessment	The application process undertaken for a grid impact authority, which will be required for a Project that is: a. located in Victoria but not within a Proposed Victorian REZ; or b. located in a Proposed Victorian REZ that utilises a technology that is not specified in the relevant REZ scheme, and that is seeking to connect to the declared transmission system (or seeking a system change), as described in the *Victorian Access Regime update* (June 2026).
GST	Goods and Services Tax.

GW	Gigawatt.
Hold Point 1	Has the meaning given to the term HP1 in the AEMO Commissioning Guideline.
Holding Company	Has the meaning given to the term 'holding company' in the *Corporations Act 2001* (Cth), but on the basis that: a. a 'body corporate' includes a trust; and b. 'subsidiary' means another entity which is a subsidiary of the first entity within the meaning of the *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.
Hybrid Project	Has the meaning given to that term in the Proforma CISA.
Integrated System Plan	The plan developed and published by AEMO under rule 5.22 of the NER, as amended by any updates from time to time under clause 5.22.15 of the NER.
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: a. copyright; b. trade and service marks (whether registered or unregistered); c. designs (whether registered or unregistered); d. patents and inventions (whether or not patented or patentable); e. internet domain names; and f. trade, business or company names, in each case whether tangible or intangible, which incorporates, embodies or is based on any of the things referred to in the paragraphs above, and includes the right to apply for registration of any of the above.
Labour Standards Report	Has the meaning given to that term in the Proforma CISA.
Late Bid	A Bid received after the Bid Closing Date and Time.
Law or **Laws**	Any Commonwealth, State/Territory or local government legislation, judicial, administrative, or regulatory decrees, judgments, awards or orders and all common law and principles of equity and, for the avoidance of doubt, includes any Regulatory Instruments.
Liability	Any loss, cost, liability or expense whether: a. arising from or in connection with any proceeding or Claim or not; b. liquidated or not; c. legal or equitable; d. present, prospective or contingent; or e. owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others.
Local Content	Any:

	a. goods manufactured; b. services supplied; or c. resources produced, within Australia and New Zealand.
Maximum Capacity	The generation capacity that a Project intends to register with AEMO as its maximum for dispatch into the NEM.
Maximum Liability	The maximum amount of payments payable under the CISA by the Commonwealth to the Project Operator, calculated by assuming that the Project receives zero revenue and is paid the maximum amount of financial support available under the Proforma CISA across the Support Period (which may be limited by the Annual Payment Caps applicable to each Financial Year in the Support Period and the length of the Support Period).
Merit Criteria or **MC**	The merit criteria against which Bids are assessed, set out in Section 3.
Minister	The Minister for Climate Change and Energy of the Commonwealth of Australia and any successor Minister with responsibility for the Capacity Investment Scheme or other Minister within the portfolio, along with their delegates.
MS Act	*Modern Slavery Act 2018* (Cth).
MW	Megawatt.
MWh	Megawatt hour.
NEL	The National Electricity Law set out in the schedule to the *National Electricity (South Australia) Act 1996* (SA) as it applies in the jurisdiction where the Project is located.
NEM	The National Electricity Market.
NER	The National Electricity Rules made under the NEL, as it applies in the jurisdiction where the Project is located.
Net CISA Cost	The net present value of a Proponent's forecast payments from the Australian Government under a CISA, as modelled in accordance with the Proforma CISA and the proposed Bid Variables as part of the Bid assessment process.
New Entity	A Bid Entity which has been established after the date that the Proponent first submits the Warranties Form.
Non-Assessed Hybrid Project	A Hybrid Project for which the Proponent seeks that only the Project (i.e. the generation component) is assessed against the Merit Criteria. The Proponent or Bid Entity (if different), if awarded a CISA, will not be contractually required to deliver the Associated Project.
Non-Participating NEM Region	The NSW region of the NEM, except insofar as the NSW region of the NEM covers the Australian Capital Territory.
NSW RESB Plan	NSW Renewable Energy Sector Board Plan.
Online Portal	SmartyGrants, an online administration system made available by or on behalf of the Australian Government to Proponents as part of participation in the Tender Process and into which Proponents may upload their Bids,

	from which they may obtain information regarding the Tender Process, and through which they may correspond with the Tender Process administration team. The Online Portal is located here. For clarity, the use of 'SmartyGrants' does not imply that this Tender Process is a grant process.
OPEX	Operational expenditure, being the shorter-term expenses to maintain the asset, or for the day-to-day operations of a Project Operator's business and recorded in the Project Operator's accounts as an operating expense rather than as a CAPEX item.
Participating NEM Region	Every region of the NEM as defined by the NER, other than the Non-Participating NEM Region.
Performance Security	Has the meaning given to that term in the Proforma CISA.
Permitted Purpose	In relation to a Proponent, the sole purposes of: a. considering the opportunity set out in this Tender 12 Process; b. preparing and submitting a Bid; and c. engaging in communications and any negotiations with AEMO or the Australian Government.
Policy Objectives	The policy objectives of this Tender 12 Process are: a. contribute to delivery of an additional 40 gigawatts (GW) of capacity by 2030; b. help deliver the Australian Government's 82% renewable electricity by 2030 target; c. support electricity generation growth and reliability as demand grows and as ageing coal-fired power stations retire; and d. place downward pressure on electricity prices.
Probity Advisor	The independent probity advisor appointed by AEMO or the Australian Government, or such replacement probity advisor as is notified by AEMO or the Australian Government from time to time.
Proforma CISA	The proforma CISA for this Tender Process as published on ASL's website from time to time.
Prohibited Entity	A person or entity who or which is: a. directly or indirectly engaged in preparing, planning, assisting or fostering a terrorist act; b. a listed terrorist organisation for the purposes of the *Criminal Code Act 1995* (Cth) (details of listed terrorist organisations are available at: https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations); c. subject to sanctions or similar measures under *the 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); d. listed on the 'World Bank's Listing of Ineligible Firms and Individuals' posted at: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms;

	e. owned, controlled by, acting on behalf of, or at the direction of individuals, persons, entities or organisations referred to in subparagraphs (a) to (d) above; or f. providing direct or indirect support, resources or assets (including any grant monies) to individuals, persons, entities or organisations owned, controlled by, acting on behalf of, or at the direction of individuals, persons, entities or organisations referred to in paragraphs (a) to (d) above.
Project	A generation asset and any Shared Infrastructure that is constructed, or intended to be constructed, for which a Generation CISA is sought in this Tender Process.
Project Documents	The CISA, together with any other documents that are required or contemplated under the CISA or into which the Australian Government requires a Successful Proponent or Bid Entity (if different) to enter at or around the same time as the CISA, with regard to the relevant Bid and specific Project arrangements (proformas of which are included on ASL's website). 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.
Project Eligibility Criteria	The Project Eligibility Criteria identified in Section 2.
Project Parameters	The physical characteristics of a Project, such as the Project's location, expected operational guarantee life, modelled generation traces, Maximum Capacity and storage capacity and duration, export capacity and degradation curve (if applicable).
Proponent	An entity that registers to participate in the Tender Process as the proponent, including those entities that submit, or intend to submit, a Bid and includes any Successful Proponent.
Proponent Eligibility Criteria	The Proponent Eligibility Criteria identified in Section 2.
Proposed First Nations Sharing Arrangement	A First Nations Sharing Arrangement that is consistent with what is proposed in the Proponent's Bid Form and MC4&5 Returnable Schedule with respect to a First Nations Sharing Arrangement.
Proposed Victorian REZ	One or more of the proposed Victorian renewable energy zones as described in the *Victorian Transmission Plan* published in August 2025 by the State of Victoria.
Q&A Closing Date and Time	The date and time specified in Table 3 of these Tender Guidelines. This date and time may be adjusted by the Australian Government or AEMO issuing a notice on the Online Portal.
Ranked List	An ordered selection of Proponent Bids based on a weighted score from the Merit Criteria Assessment and other relevant factors.
Recommended Bids	A list of Bids that may be recommended by AEMO to the Australian Government after assessment and due diligence in relation to those Bids has been completed. At AEMO's discretion, and subject to availability of

	sufficiently meritorious Bids, Recommended Bids may comprise a series of options and/or include a Reserve List.
Registered Capacity	The amount of electrical output that a Project, Staged Project or Hybrid Project is designed to produce under ideal conditions. This is the capacity registered or intended to be registered with AEMO.
Registration Closing Date and Time	The date on which prospective Proponents cease to be able to register on the Online Portal regarding the Tender Process, as specified in Table 3 of these Tender Guidelines. This date and time may be adjusted by the Australian Government or AEMO issuing a notice on the Online Portal.
Registration Date	The date on which prospective Proponents were able to commence registration on the Online Portal regarding the Tender Process, being 25 November 2026.
Regulatory Instrument	Means: a. the NEL and the NER; b. any other Law that regulates the electricity industry in the States and Territories (as applicable); 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 given in the *Workplace Gender Equality Act 2012* (Cth).
Reliability Contribution	Has the meaning given to that term in the Capacity Investment Scheme Tender 12: National Electricity Market – Generation MC1 Market Briefing Note.
Renewable Energy Contribution	Has the meaning given to that term in the Capacity Investment Scheme Tender 12: National Electricity Market – Generation MC1 Market Briefing Note.
Reporting Entity	Has the meaning given in the *Modern Slavery Act 2018* (Cth).
Reserve List	A list of Proponents that are not initially selected as Successful Proponents, but may later be notified by the Australian Government that they have become Successful Proponents in accordance with Section 5.5.1 Reserve List.
Reserve Period	The defined period of time, as communicated by AEMO or the Australian Government in accordance with Section 5.5.1 Reserve List, during which the status of one or more Proponents, as notified by AEMO or the Australian Government, may remain on the Reserve List. The Reserve Period will not exceed the Validity Period.
RETA	The Australian Government's Renewable Energy Transformation Agreements.

Returnable Schedules	The Returnable Schedules that are provided through the Online Portal as part of a Bid, which are to be completed by or on behalf of the relevant Proponent as part of the submission of a Bid as referred to in these Tender Guidelines.
REZ	Renewable Energy Zone.
Satisfactory	In respect of an STR, means the STR meets: a. the conditions set out in Part 6.b of the Shadow Economy Procurement Connected Policy; or b. if the circumstances in Part 6.c of the Shadow Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Shadow Economy Policy.
Scheme Provider	Equifax Australasia Credit Ratings Pty Ltd, or such other entity as may be engaged by the Commonwealth to administer the DRS from time to time.
Shadow Economy Procurement Connected Policy	The '*Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines October 2024*' available at: https://treasury.gov.au/publication/p2019-t369466.
Shared Infrastructure	Has the meaning given to that term in the Proforma CISA.
Significant Event	Means: a. any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Proponent or any Associate of the Proponent, that has an adverse impact or could be reasonably perceived to have an adverse impact on their professional capacity, capability, fitness or reputation; b. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Proponent or any Associate of the Proponent, that may have an adverse impact on compliance with Commonwealth policy, applicable Laws or the Commonwealth's reputation; c. any unsettled judicial decisions against the Proponent or any Associate of the Proponent) relating to unpaid employee entitlements; or d. any non-compliance by the Proponent or any Associate of the Proponent) with any judgment against that person from any court or tribunal (including overseas jurisdictions but excluding judgments under appeal or instances in which the period for appeal or payment/settlement has not expired) relating to a breach of applicable Workplace Laws, including labour relations Laws, work health and safety Laws or workers' compensation Laws.
Social Outcomes and Community Benefits Sharing Commitments	Binding commitments offered by the Proponent in relation to the proposed Project, as described in MC5, with the purpose of improving local economic and social outcomes and regional economic development, including use and development of local supply chains and workforce, Local Content and community benefit sharing.
Staged Project	Has the meaning given to that term in the Proforma CISA.

State	A federated state of Australia, being Queensland, New South Wales, South Australia, Tasmania, Victoria and Western Australia.
Statement of Tax Record or **STR**	A statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out here.
Subcontract	Has the meaning given to that term in the Proforma CISA.
Subcontractor	Has the meaning given to that term in the Proforma CISA.
Successful Proponent	A Proponent whose Project is selected by the Australian Government to (subject to satisfactory completion of any required negotiations) enter into Project Documents in accordance with Section 5.5.
Tender 1 or **Tender 1 Process**	The Capacity Investment Scheme Tender 1: National Electricity Market – Generation tender process.
Tender 4 or **Tender 4 Process**	The Capacity Investment Scheme Tender 4: National Electricity Market – Generation tender process.
Tender 7 or **Tender 7 Process**	The Capacity Investment Scheme Tender 7: National Electricity Market – Generation tender process.
Tender 9, or **Tender 9 Process**	The Capacity Investment Scheme Tender 9: National Electricity Market – Generation tender process.
Tender 12, **Tender Process** or **Tender 12 Process**	The Capacity Investment Scheme Tender 12: National Electricity Market – Generation tender process.
Tender Conditions	The terms and conditions set out in Section 6 of these Tender Guidelines and such further terms and conditions as are otherwise advised by the Australian Government or AEMO in respect of the Tender Process.
Tender Documentation	The documentation issued by or on behalf of the Australian Government regarding the Tender Process, including these Tender Guidelines, any Tender Process briefing materials, the Bid Form and the Warranties Form.
Tender Guidelines	This document, including the Tender Conditions, the schedules, attachments and appendices to this document and any Addenda.
Territory	A self-governing mainland territory of Australia, being the Australian Capital Territory and the Northern Territory.
Total Project Contract Value	The sum of all the costs that the Proponent or Bid Entity (if different) has to pay to develop, construct, operate and maintain the Project exclusive of GST.
Total Project Workforce	The total working hours that the Proponent or Bid Entity (if different) will engage to deliver the Project.
Traditional Owners	Aboriginal or Torres Strait Islander individuals or groups who can prove a traditional or historical connection, attachment, and/or relationship to an area of land.
Valid	In respect of an STR, means valid in accordance with Part 7.e of the Shadow Economy Procurement Connected Policy.

Validity Period	The period commencing from the Bid Closing Date and Time and ending on the earlier of the date on which: a. the Proponent's Bid Entity executes a CISA in connection with the Tender Process; b. the Australian Government informs the Proponent that the Validity Period for its Bid under the Tender Process has ended, which is expected to be approximately nine calendar months from the Bid Closing Date and Time; c. the Tender Process is announced as having been cancelled or discontinued; or d. the Proponent withdraws its Bid in accordance with Section 6.22, e. or such other period of time as may be notified by the Australian Government and agreed to by the Proponent (acting reasonably).
Victorian Access Regime	The proposed Victorian Access Regime as described in the *Victorian Transmission Plan* published in August 2025 by the State of Victoria.
Warranties Form	The document of that name to be completed and executed by the Proponent confirming matters in connection with the Proponent, the Bid Entity and this Tender Process, which must be submitted as part of the Proponent's Bid.
WGE Act	The *Workplace Gender Equality Act 2012* (Cth).
WGEA	The Workplace Gender Equality Agency.
Wholesale Market Benefits	Has the meaning given to that term in the Capacity Investment Scheme Tender 12: National Electricity Market – Generation MC1 Market Briefing Note.
Workplace Laws	Has the meaning given to that term in the Proforma CISA.