Australian Government

Department of Climate Change, Energy, the Environment and Water

# Capacity Investment Scheme (CIS) Tender 10: National Electricity Market (NEM) – Dispatchable Capacity Q&A Responses

This document provides a compilation of responses to de-identified questions received from Registered Proponents for CIS Tender 10: NEM – Dispatchable Capacity (**Tender 10**). New Q&As are added to this document in chronological order and shaded in pale green. All Q&As are allocated to categories aligning with the Q&A form: Eligibility Criteria; Merit Criteria (MC) 1 – Financial value, system reliability and system benefits; MC 2 – Project deliverability and timeline; MC 3 – Organisational, resource, and financing capability; MC 4 – First Nations participation and benefits sharing; MC 5 – Social outcomes and community benefits sharing; Project Documents; and other.

All responses and correspondence by AEMO regarding the Q&A Process in Tender 10 are subject to the Tender Conditions set out in Section 6 of the Tender 10 Tender Guidelines (published June 2026).

**Important notice**: Registered Proponents are reminded of Sections 6.5 (No representations), 6.6 (No warranty), 6.13 (Requests for clarification and further information) and 6.19 (Proponent to perform own due diligence) of the Tender Guidelines. AEMO and the Australian Government reserves its rights not to respond to any question or request. The responses provided are for information purposes only and neither AEMO nor the Australian Government make any warranties or representations with respect to the completeness, accuracy, adequacy or currency of the responses. The responses do not take into account individual circumstances and Registered Proponents should ensure they perform their own due diligence.

## Version Release

| Version | Release date | Changes |
| --- | --- | --- |
| 1 | 03/07/2026 | Release 1 including 1 response |
| 2 | 09/07/2026 | Release 2 including 1 response |
| 3 | 15/07/2026 | Release 3 including 1 response |
| 4 | 17/07/2026 | Release 4 including 1 response |
| 5 | 22/07/2026 | Release 5 including 3 responses |
| 6 | 24/07/2026 | Release 6 including 1 response |
| 7 | 27/07/2026 | Release 7 including 3 responses |
| 8 | 31/07/2026 | Release 8 including 1 response |
| 9 | 04/08/2026 | Release 9 including 2 responses |
| 10 | 06/08/2026 | Release 10 including 3 responses |
| 11 | 07/08/2026 | Release 11 including 5 responses |
| 12 | 10/08/2026 | Release 12 including 3 responses |
| 13 | 12/08/2026 | Release 13 including 5 responses |
| 14 | 14/08/2026 | Release 14 including 7 responses |
| 15 | 17/08/2026 | Release 15 including 1 response |

# Bid Q&A

| Q&A Release 1 | | Distributed 03/07/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| 1 | Eligibility Criteria | For Projects that have been placed on the Reserve List in a previous tender process, can you please confirm that:<br>- The provisions in clause 5.2.2 from the Tender Guidelines in relation to Duplicative Bids is not intended to refer to Bids involved in a previous Tender process and would not cause the Project to be disqualified from that previous Tender process.<br>- The Proponent may submit a Bid in Tender 10 in respect of the same Project. | As set out in section 5.5.1 of the CIS Tender 10 Tender Guidelines, Proponents that have been placed on a Reserve List in a previous tender process may, subject to the requirements of the Tender Guidelines, submit a Bid for this Tender 10 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.<br><br>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 10 Process. In such circumstances, it is at the discretion of the Proponent to decide which tender process to proceed with.<br><br>Proponents should review the Tender Guidelines in detail to understand their options and obligations in relation to submitting a Bid in respect of a Project which has been placed on a Reserve List in a prior tender process. |

| Q&A Release 2 | | Distributed 09/07/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| 2 | Eligibility Criteria | Where a project comprises two separately registered DUIDs (and is not an Aggregated Project) and one component of the project assigned to one DUID is already contracted under a CISA, LTESA, or FERMA contract from a previous Tender round, can the component of that project assigned to the other DUID be eligible (particularly with regard to EC8 and EC11) to independently participate in the Tender 10 Process? | As set out in the Tender 10 Tender Guidelines, a Project which is the subject of a long-term revenue underwriting agreement, as described in Eligibility Criterion 8 (EC8), with the Australian Government or a State or Territory of Australia, is not eligible to participate Tender 10.<br><br>The Proforma CISA defines the 'Project' in Item 1 of the Reference Details, which provides guidance as to which components are considered part of the 'Project'.<br><br>In determining whether a project with two Dispatchable Unit Identifiers (DUIDs) may be considered two separate Projects for the purpose of the uncontracted Project submitting a Bid in CIS Tender 10 (which is compliant with the Eligibility Criteria including EC8 and EC11 requirements), Proponents are encouraged to:<br><br>• consider the technical features of their Project(s), including the asset configuration as it relates to the Connection Point, alongside the requirements of the Proforma CISA and the Tender Guidelines (in particular Section 4.2); and<br>• if necessary, seek independent legal or technical advice in structuring their Bid.<br><br>Proponents should also confirm that their Bid configuration complies with the requirements of EC2 in relation to the Bid Entity.<br><br>If an uncontracted Project shares a Connection Point and is held under the same SPV as an additional Project component which is already contracted under a CISA, LTESA or FERMA, it is expected that the already contracted component may be deemed an Existing Project (if both components are storage projects) or an Associated Project (if the other component is a generation project), subject to the Tender Guidelines.<br><br>A Project is not expected to be eligible for CIS Tender 10 under EC11 where the Existing or Associated Project holds a CISA, LTESA, or FERMA. |

| Q&A Release 3 | | Distributed 15/07/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| 3 | Other: Bid configuration | Where a project will be delivered in two separate stages which are geographically co-located and the project has two separate connection points, can the Proponent submit Bids in Tender 10 for both:<br>a) a single Bid in relation to the entire project (including both stages), and<br>b) separate Bids for each project stage individually? | As set out in Section 5.1 of the CIS Tender 10 Tender Guidelines, 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 submitting its Bid.<br><br>Subject to the requirements set out in Section 4.2 of the CIS Tender 10 Tender Guidelines, geographically co-located dispatchable assets of the same technology type which do not share a Connection Point may be eligible to be the subject of a Bid as a single Project.<br><br>Projects that have separate Connection Points for generation and dispatchable assets are considered to be separate Projects for the purposes of this Tender 10 Process. Accordingly, the dispatchable assets of the Project may be eligible to be the subject of a Bid in this Tender Process, and any generation assets of the Project are excluded from this Tender 10 Process. |

| Q&A Release 4 | | Distributed 17/07/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| 4 | Other: Bid Form | There are no questions relating to “network connection approval process” or “planning and environmental approvals” visible in the MC2 section of the Bid form via the Online Portal. Is this an error? | When completing the Bid form in the Online Portal, certain questions are conditional and will only be visible in the Bid form based on a Proponent’s answers to previous questions.<br><br>In the case of questions relating to network connection and planning and environmental approvals within the section of the Bid form titled *Merit Criterion 2: Project deliverability and timeline*, these questions are conditional on the Proponent’s response to the question ‘Is your Project an Aggregated Project?’ in the *Project Details* section.<br><br>The Bid form in the Online Portal has now been updated so that the questions relating to network connection and planning and environmental approvals are visible even if the Proponent has not entered a response to the prior ‘Aggregated Project’ question. |

| Q&A Release 5 | | Distributed 22/07/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| 5 | Project Documents | If the Project is altered after the Project has reached COD (e.g. to add additional storage capacity), how does this impact the operation of the CISA support terms? | Clause 10 of the Proforma CISA sets out the requirements a Project Operator must comply with if it proposes to alter the Project during the term of the CISA. Subject to the terms of the CISA, amendments may be required to be made to the CISA to accommodate certain alterations, which may include amendments to the Reference Details.<br><br>The operation of the CISA support terms may be impacted by an alteration to the Project after COD depending on the nature, scope and materiality of the relevant alteration.<br><br>Proponents should consider seeking independent legal advice on questions concerning the application of the Proforma CISA in their particular circumstances. |
| 6 | Other: Legislative and CIS | 1. Is there any legislative or other constraint preventing indexation or application of an escalation factor of the Annual Floor or Annual Ceiling values?<br><br>2. Is the 15-year maximum CISA term mandated by legislation, or is it a policy setting that could be varied (i.e. extended) under the CISA?<br><br>3. Does the CISA permit staged CODs for modular or multi phase projects and is the Commonwealth willing to consider contractual amendments to enable multi phase commissioning for modular BESS projects? | 1. As set out in *Table 5: Key commercial terms* in the CIS Tender 10 Tender Guidelines and per the Reference Details in the Proforma CISA, Proponents are required to submit Annual Floor, Annual Ceiling and Annual Payment Cap Bid Variables which are based on either:<br><br>a. a fixed nominal amount for each Financial Year of the Support Period, which does not vary during the Support Period; or<br><br>b. a schedule of fixed nominal amounts for each Financial Year of the Support Period, which may vary from year to year during the Support Period.<br><br>The Proforma CISA does not include a mechanism for indexation or escalation of Bid Variables.<br><br>2. As set out in *Table 5: Key commercial terms* in the CIS Tender 10 Tender Guidelines, Proponents are required to submit the term of the CISA as a Bid Variable, which is to be a maximum of 15 years after the Support Start Date. Subject to the terms of the Proforma CISA, the CIS Tender 10 Process does not allow for a CISA term which exceeds this timeframe. |

| Q&A Release 5 | | Distributed 22/07/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| | | | 3. The Proforma CISA is structured to operate on the basis that the Project has a single COD Target Date.<br><br>Proponents are encouraged to closely consider whether their Project that requires multi-stage commissioning meets the definition of a Hybrid Project, Staged Project or Aggregated Project per the CIS Tender 10 Tender Guidelines, as this may have implications for the treatment of a Project's COD in this CIS Tender 10 Process. Please refer to Sections 4.2 and 4.3 of the CIS Tender 10 Tender Guidelines for further information.<br><br>Proponents' Bids should only include departures from the proforma Project Documents which are strictly necessary for the specific requirements of the Project. |
| 7 | Eligibility Criteria | Can two materially similar BESS Projects which are geographically co-located be the subject of separate Bids in this Tender 10 Process, and enter into separate CISAs, where they:<br>• have separate Connection Points,<br>• are owned by separate SPVs,<br>• each independently satisfy the Eligibility Criteria, and<br>• share certain infrastructure and arrangements (e.g. transmission infrastructure, access, land, control systems, balance of plant)? | Subject to the requirements set out in Section 4.2 of the CIS Tender 10 Tender Guidelines, geographically co-located dispatchable assets of the same technology type that each independently satisfy the Eligibility Criteria may be bid as separate Projects for separate CISAs.<br><br>When submitting a Bid, Proponents should consider seeking independent technical and legal advice on whether their Project configuration meets the eligibility requirements set out in the Tender Guidelines. |

| Q&A Release 6 | | Distributed 24/07/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| 8 | Other | Where a proponent submits multiple projects into the CIS tender, is it possible to cap the number of projects that may ultimately be awarded a CISA, while still allowing all projects to be assessed competitively? If yes, what is the mechanism for doing so? | There is no mechanism for a Proponent to place a cap on the number of its Bids that could be made successful in the Tender. Each Bid is assessed and ranked individually on its own merits.<br><br>Proponents should note that each Bid must constitute a binding bid in accordance with section 6.27 of the CIS Tender 10 Tender Guidelines.<br><br>Proponents submitting Bids for multiple Projects should carefully consider whether they have the organisational, resource and financing capability to deliver all of the Projects they bid into the Tender.<br><br>As set out in section 5.4 of the CIS Tender 10 Tender Guidelines, in developing the Recommended Bids, ASL has may consider certain factors, including geographical, supplier or proponent concentration. |

| Q&A Release 7 | | Distributed 27/07/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| 9 | Eligibility Criteria | If a BESS Project will be co-located with an existing generation project and the BESS Project has a Registered Capacity of not less than 30 MW to dispatch continuously for a minimum duration of 2 hours, but is constrained at the connection point from doing so, can the Project satisfy EC5(b)? | As set out in section 4.2 of the CIS Tender 10 Guidelines, a Project which has co-located generation and dispatchable assets can register and bid in CIS Tender 10 as a Hybrid Project. If proposing a Hybrid Project:<br>• the Project that is the subject of the Bid will include the dispatchable assets and the Shared Infrastructure, and will exclude the generation assets (Associated Project);<br>• the Project will need to, in its own right, satisfy the Eligibility Criteria outlined in section 2 Table 7 of the Tender Guidelines; and<br>• benefits against each of the Merit Criteria will be assessed only for the Project, and not the Associated Project.<br><br>Accordingly, the Project must satisfy EC5 based on the Registered Capacity of the Project which is the subject of the Bid, being the dispatchable asset.<br><br>As per EC9, it is anticipated that grid connection and access arrangements may not be finalised as at the Bid Closing Date and Time. Provided the proposed dispatchable Project itself has the ability to dispatch continuously for a minimum duration of 2 hours at its Registered Capacity, this will be sufficient to satisfy EC5(b). This is not assessed with reference to the capacity of the point of connection.<br><br>Proponents should review the treatment of the ‘export capacity’ and ‘Connection Point Export Limit’ in the Proforma CISA and consider seeking independent legal advice on questions concerning the application of the Proforma CISA in their particular circumstances. |
| 10 | Other: Registration Form & Final Bid | Is it possible to change certain details in the Bid Form from those provided in the Registration Form, such as the Proponent Entity, Bid Entity, Registered Capacity (MW) and Dispatchable Capacity (MWh)? | Proponents may alter project details in the Bid Form from those that were submitted in the Registration Form, including, but not limited to Proponent, Bid Entity, Registered Capacity and Dispatchable Capacity.<br><br>Please note that details in the Bid Form will supersede information submitted in the Registration Form once the Bid Closing Date and Time has passed. A Proponent may not amend its Bid after it has been submitted, unless invited |

| Q&A Release 7 | | Distributed 27/07/2026 | |
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| | | | or permitted to do so by the Australian Government or AEMO, in accordance with sections 6.12, 6.21 and 6.32 of the CIS Tender 10 Tender Guidelines. |
| 11 | MC1 – Financial value, system reliability and system benefits | The "System Strength Node" drop-down in Sheet 4 (System Security) of the MC1 Returnable Schedule does not contain any NSW system strength node options. Can ASL please confirm whether this is an issue with the Returnable Schedule? | We confirm that the MC1 Returnable Schedule does not include any NSW system strength nodes as drop-down options in Cell I21 of Sheet '4. System Security details'. This is an error and we ask that Proponents who need to specify a NSW system strength node leave this cell blank and instead specify their response in Cell J119 of Sheet '6. Checks'. The NSW system strength nodes are provided in AEMO's latest Transition Plan for System Security report and include; Armidale, Buronga, Darlington Point, Newcastle, Sydney West and Wellington. |

| Q&A Release 8 | | Distributed 31/07/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| 12 | Other: MC4 and MC5 | For Projects that have already progressed significantly through the construction phase, the social licence and First Nations commitments metrics requested in the MC4&5 Returnable Schedule may not have been a contractual reporting requirement at the time that EPC contracts were executed. As a result, the relevant metrics may not have been formally tracked or reported during project delivery and cannot be retrospectively verified, even if certain outcomes were achieved.<br><br>In these circumstances, how should Proponents approach completing the MC4&5 Returnable Schedule? | The commitments that are provided within MC4&5 Returnable Schedule will be incorporated into the Proforma CISA Schedule 2A Social License Commitments for Successful Proponents who are invited to enter into Project Documents. Schedule 2A commitments will be subject to the reporting and enforcement regimes set out in the Proforma CISA.<br><br>As outlined in the MC4&5 Returnable Schedule instructions, where a Project is under construction or at an advanced stage of development, Proponents should still demonstrate within their Bid (including Bid Form responses and attached evidence) any previous efforts and experience of the Bid Entity in respect of demonstrating First Nations and Social Licence outcomes.<br><br>Information provided in the Bid Form and supporting attachments will be incorporated into a holistic assessment of MC4 and MC5 alongside commitments provided in the MC 4&5 Returnable Schedule.<br><br>Proponents may wish to refer to the CIS Tender 8 Assessment Summary Market Briefing Note for insights into the relative strengths and weaknesses demonstrated by Projects in the CIS Tender 8 process regarding MC4&5. |

| Q&A Release 9 | | Distributed 04/08/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| 13 | Other: Bid Form | Section 3.1 of the Bid form includes questions relating to the Proponent or Bid Entity’s ownership of the ‘assets of the Project’. Does the word ‘assets’ in this question include the land tenure required for the Project? | Section 3.1 of the Bid Form seeks to clarify the Proponent or Bid Entity’s ownership interests in the assets of a Project, to confirm that the Proponent or Bid Entity (as applicable) has, or will have, the legal right to enter into the Project Documents in respect of the Project, in accordance with the requirement to submit a binding Bid under section 6.27 of the Tender Guidelines. The ‘assets’ of a Project in this context refers to any Project related asset that must be owned by, or otherwise held in the name of, the Bid Entity under clause 8.6(a)(iii) of the Proforma CISA as at the date of execution.<br><br>It is not necessary for the Proponent or Bid Entity to own the land on which the Project is situated in order for the Proponent or Bid Entity (as applicable) to participate in CIS Tender 10 or to enter into the Project Documents in respect of the Project. The land tenure details for the Project should be set out clearly in section 6.2 of the Bid Form and the Real Property Returnable Schedule submitted as a part of a Proponent’s Bid. The securing of all Tenure required for the Project is Milestone No. 1 of the Proforma CISA. |
| 14 | Eligibility Criteria | EC10 requires a Project to be suitably progressed with the planning application process applicable in the Project’s jurisdiction, with relevant criteria specific to each State/Territory set out in Table 8 in the Tender Guidelines.<br><br>If a Proponent does not meet the requirements for the State/Territory in which their Project is located, but considers that their progress is materially equivalent to, or more advanced than, the EC10 requirements for a Project in a different State/Territory as set out in Table 8, can the Project still satisfy EC10? | Bids submitted in CIS Tender 10 must satisfy all Eligibility Criteria set out in Table 7 of the CIS Tender 10 Tender Guidelines. This includes satisfying the State/Territory-specific requirements for EC10 set out in Table 8 of the Tender Guidelines.<br><br>A Project must satisfy the requirements applicable to the State or Territory in which the Project is located in order to comply with EC10. |

| Q&A Release 10 | | Distributed 06/08/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| 15 | MC5 – Social outcomes and Community Benefits Sharing | In MC 4 & 5 Returnable Schedule, local workers are defined as people from the Relevant Jurisdiction. Can ACT projects consider NSW workers as part of their Relevant Jurisdiction? | The MC 4 & 5 Returnable Schedule and Schedule 2A of the Proforma CISA define Local Worker as jobs for people from the Relevant Jurisdiction. Relevant Jurisdiction is defined as the jurisdiction in which the Project is located. Accordingly, a Local Worker must be a person from the same jurisdiction (namely, the same state or territory) as the one in which the Project is located.<br><br>Notwithstanding the above, given the size of the ACT, Projects located in the ACT may include workers from NSW in their commitments relating to Local Workers in the MC 4 & 5 Returnable Schedule. |
| 16 | Project Documents | "Remedial Action Scheme" is defined in the Proforma CISA as a scheme or arrangement provided or implemented in respect of the Project in which the Project Operator is required to operate the Project in a certain manner in response to a "Contingency Event" (as defined in the NER).<br><br>There is a concern that, by limiting the definition to schemes or arrangements that require the Project to operate in a certain manner in response to a Contingency Event, the types of schemes or arrangements that meet the definition of a Remedial Action Scheme will be limited. For example, AEMO's Minimum System Load Framework and VicGrid's REZ Curtailment Abatement Service are examples of schemes that have a similar intent to a Remedial Action Scheme (i.e. managing system security), but do not fall within the definition of a Remedial Action Scheme as these schemes are not triggered in response to a Contingency Event.<br><br>Can you please explain how the CISA will treat schemes or arrangements that are similar to a Remedial Action Scheme but are not triggered by a Contingency Event? | Treatment of RAS contracts in the Tender 10 CISA is intended to not disadvantage those Projects entering in contracts which:<br>• require significant augmentation of the Project in order to provide fast response time services;<br>• require capacity to be held in reserve for significant periods to respond to certain events, affecting the Project's ability to respond to normal market signals.<br><br>Should a Proponent wish to modify the treatment of RAS contracts in the CISA, in a manner consistent with this intent, they may propose commercial departures during the tender process, which may be considered by the Commonwealth.<br><br>Proponents' Bids should only include departures from the proforma CISA that are strictly necessary for the specific requirements of the Project. 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. |
| 17 | Project Documents | Is there a Departures Table template document for CIS T10? | Proponents can access the CIS Tender 10 Departures Table template through a link provided within the Bid Form in section 12.1 *Project Document Departures*. |

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| | Please note section 12.1 is conditional on the Proponent's response to the question 'Is your Project an Aggregated Project?' in the *Project Details* section and will only become visible once a response to this question has been provided. |

| Q&A Release 11 | | Distributed 07/08/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| 18 | Eligibility Criteria | Are documents such as a Connections Options Report and an executed Preliminary Works Agreement sufficient evidence of compliance with EC9? | Eligibility Criterion 9 (EC9) requires that the Project must:<br>a. have received a network service provider response to a connection enquiry;<br>b. have executed a connection agreement; or<br>c. have received a network service provider response to a request to amend an existing connection agreement.<br>Proponents should submit all available documentation relevant to EC9 that demonstrates the status of the Project's network connection application. EC9(a) may be satisfied through submission of documents which have been received by the Project as part of, or entered into following, the NSP's response to a connection enquiry.<br>Proponents should review section 2 and section 5.3.1 of the Tender Guidelines for further information regarding Eligibility Criteria compliance and verification.<br>Proponents should also note that Projects that are further progressed on network connection, and can substantiate this progress with supporting evidence, may be considered higher merit on Merit Criterion 2. |
| 19 | MC1 – Financial value, system reliability and system benefits | In the MC1 Returnable Schedule, the Guide note for Project Minimum Hours indicates that this value is "The duration for which the Project is able to dispatch it's nameplate export capacity continuously at COD".<br>In the Tender Guidelines, Eligibility Criterion 5 (EC5) states that the Project must "be able to dispatch it's Registered Capacity continuously for a minimum duration of 2 hours at COD".<br>Is the reference to "nameplate export capacity" in relation to the Project Minimum Hours in the MC1 Returnable schedule meant to reference the Registered Capacity instead of the nameplate export capacity? | As set out in section 2 of the CIS Tender 10 Tender Guidelines, unless it is an Aggregated Project, the Project must have a Registered Capacity of not less than 30MW, and be able to dispatch its Registered Capacity continuously for a minimum duration of 2 hours at COD.<br>We confirm that the Guide note in the MC1 Returnable Schedule which indicates that the Project Minimum Hours is the duration for which the Project is able to dispatch its nameplate export capacity continuously for a minimum of 2 hours is an error and the Project Minimum Hours should be determined with regard to the Project's ability to dispatch its Registered Capacity instead. |

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| | | | There is no change to any other inputs required for the MC1 Returnable Schedule and Proponents are still required to provide the nameplate export capacity where requested in the document.<br><br>For registrations submitted before 3 August 2026, an update has been made to the 'Project Details' section of the existing CIS T10 Bid Form in the Online Portal in relation to the section regarding the Project's Registered Capacity. Proponents are now required to enter the Project's Registered Capacity in the Bid Form where indicated. All impacted Proponents have been notified through the Online Portal.<br><br>For registrations submitted on or after 3 August 2026, this field is already included in the Bid Form. |
| 20 | Other: Legislative and CIS | What protections apply to confidential and commercially sensitive information provided under the proforma CISA, including unredacted wholesale contracts submitted under clauses 15.2 to 15.4? | Proponents should consider seeking independent legal advice in relation to the operation of the proforma CISA, including as it relates to treatment of confidential and commercially sensitive information. |
| 21 | MC5 – Social outcomes and Community Benefits Sharing | Supporting information that could be used to substantiate the commitments for MC4 and MC5 may contain sensitive project or personal information.<br><br>If providing certain information may lead to a breach of privacy, confidentiality and/or contract, would ASL accept as alternative forms of supporting information:<br><br>- aggregated or de-identified reports;<br>- statements of performance or achievement from subcontractors that do not disclose sensitive project information; and/or<br>- a letter of support or confirmation from the relevant EPC or project partner confirming that the commitments, figures, and outcomes stated in the reports are accurate? | Proponents are encouraged to submit the best available evidence to support their MC4 and MC5 commitments. Proponents should refer to section 3 of the CIS Tender 10 Tender Guidelines for information on the scope of assessment and characteristics of higher merit against each of the Merit Criteria.<br><br>Proponents should also review section 6.20 of the Tender Guidelines in relation to the treatment of Bids as commercial-in-confidence and may wish to consider seeking independent legal advice in relation to disclosure of confidential information in their Bid in CIS Tender 10. |
| 22 | Other: CISA | The definition of "Remedial Action Scheme" in the Proforma CISA appears to cover runback schemes where projects are required to automatically respond to contingency events under their Generator Performance Standard (**GPS**) obligations or connection arrangements.<br><br>Can the Commonwealth clarify whether the Remedial Action Scheme provisions in the CISA, including any associated provisions relating to RAS | The Commonwealth does not intend to apply the RAS Contract provisions in the CISA to services provided under Generator Performance Standard (GPS) obligations, or those included as part of a connection agreement, as these are not commercial arrangements.<br><br>Proponents should review the terms of the CISA and consider seeking independent legal advice regarding the operation of the relevant provisions, |

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| | Capacity and adjustments to the CIS Financial Bid Variables (i.e. Annual Floor Calculation, Annual Ceiling Calculation and Annual Payment Cap Calculation), are intended to apply to runback schemes arising under a Project's GPS or connection arrangements, where the runback scheme does not impact on the Project's export capacity and/or storage capacity, or the Project's ability to operate, bid and dispatch in accordance with market signals under system normal conditions? | including the definitions of "Remedial Action Scheme" and "RAS Capacity" and any associated adjustments to CIS Financial Bid Variables. |

| Q&A Release 12 | | Distributed 10/08/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| 23 | MC5 – Social outcomes and Community Benefits Sharing | In relation to co-located dispatchable and generation assets which have separate Connection Points but are held by the same special purpose vehicle (SPV):<br>(a) will the dispatchable and generation assets be considered separate Projects for CIS Tender 10?<br>(b) would this SPV satisfy EC2?<br>(c) if the generation asset has an LTESA, would the dispatchable asset satisfy EC11? | (a) Co-located dispatchable and generation assets that have separate Connection Points are considered to be separate Projects for the purposes of this Tender 10 process, regardless of whether they are held by the same SPV.<br>(b) As set out in the CIS Tender 10 Tender Guidelines, the requirements of EC2 include that the Bid Entity SPV must only carry on the Project and conduct no other business. A Bid Entity SPV may only hold multiple Projects for the purposes of this Tender 10 process if the relevant Project which is the subject of the Bid is a Hybrid Project, Staged Project or Aggregated Project.<br>(c) As set out in the CIS Tender 10 Tender Guidelines, the requirements to satisfy EC11 include that an LTESA must not have been executed by the Project, Existing Project, Associated Project or any Project Component. Given that co-located dispatchable and generation assets that have separate Connection Points are considered separate Projects, the generation asset is excluded from this Tender 10 process. Accordingly, any LTESA executed in respect of the generation asset should not affect the dispatchable asset's eligibility under EC11.<br><br>Proponents should carefully review the Eligibility Criteria as set out in section 2 of the CIS Tender 10 Tender Guidelines, and may wish to seek independent legal advice on the appropriate Bid configuration for their unique circumstances. |
| 24 | MC2 – Project Deliverability and Timeline | If the Project is located wholly on freehold land (i.e. where native title is generally deemed to have extinguished), and the Proponent intends to secure tenure by way of lease, licence, easement or other non-freehold tenure, is the Proponent required to complete columns L to Q (inclusive) relating to native title in the Real Property Returnable Schedule? | Columns L to Q (inclusive) relating to native title in the Real Property Returnable Schedule must be completed by all Proponents, irrespective of whether the Proponent intends to secure tenure for the Project through an acquisition of freehold land, or by lease, licence, easement or other form of tenure.<br><br>Proponents are encouraged to refer to Row 12 in the Real Property Returnable Schedule for guidance on the information to be provided in Columns L to Q (inclusive). |

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| 25 | Eligibility Criteria | Where a Proponent intends for the Project to be held by a new special purpose vehicle (SPV) which has not yet been established or obtained an ABN, is the Proponent required to nominate a Bid Entity at the time of Bid submission? If not, when must the Bid Entity be nominated and how should the Bid Form be completed in the interim? | Proponents do not need to propose a Bid Entity at the time of Bid submission and can leave the Bid Entity details blank in the Bid Form.<br><br>The Bid Entity must be proposed prior to execution of the Project Documents and must satisfy the Bid Entity Criteria at the time it is proposed and at the time of execution of the Project Documents.<br><br>Proponents should carefully review the EC2 requirements set out in section 2 of the CIS Tender 10 Tender Guidelines, including the definition of Bid Entity Criteria, and may wish to seek independent legal advice on the appropriate Bid configuration for their unique circumstances. |

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| **#** | **Category** | **Question** | **Answer** |
| 26 | MC1 – Financial Value, system reliability and system benefits | If the Project's Commercial Operations Date (COD) occurs later than the COD Target Date bid by the Proponent, and this results in the COD falling in a different financial year than that of the COD Target Date, how will the Annual Floor, Annual Ceiling and Annual Payment Cap values be applied when assessing a Project? | The Annual Floor, Annual Ceiling, and Annual Payment Cap are calculated for each Support Year. The first Support Year (for the purposes of calculating when support payments commence under Schedule 1 of the Proforma CISA) will commence on COD. As set out in items 22-24 of the Reference Details, Financial Year 1 is the Financial Year in which COD for the Project occurs.<br><br>Please refer to item 11 of Schedule 1 of the Proforma CISA to determine how Annual Floor, Annual Ceiling, and Annual Payment Cap are calculated, including pro rata adjustments for each Support Year.<br><br>Proponents must ensure that the Annual Floor, Annual Ceiling and Annual Payment Cap variables submitted in Table 8 of the MC1 Returnable Schedule are stated on a full Financial Year basis and reflect the equivalent annual value of the variable applicable to the relevant Financial Year.<br><br>Proponents should consider seeking independent legal advice on questions concerning the application of the Proforma CISA in their particular circumstances. |
| 27 | Project Documents | For the purpose of the Quarterly floor, Quarterly ceiling and Quarterly payment cap calculations in item 3.1 of Schedule 1 of the Proforma CISA, how are "NRAS,SY" and "RCP" intended to be determined when a Project cannot ascertain on a forward-looking basis (for example, at the beginning of a Support Year):<br><br>a) the number of days in the Support Year for which it will be subject to a RAS Contract; and<br>b) the time-weighted average RAS Capacity throughout the Support Year. | For quarterly calculations in Schedule 1, NRAS,SY will be calculated as the 'year to date' number of days in which the Project is subject to the requirements of a Remedial Action Scheme Contract for one or more Trading Intervals.<br><br>RCP will be updated in the CISA to differentiate between quarterly and annual values, and applied similarly.<br><br>Proponents should consider seeking independent legal advice on questions concerning the application of the Proforma CISA in their particular circumstances. |
| 28 | MC5 – Social outcomes and community benefit sharing | What does 'Relevant Jurisdiction' mean in the definitions of 'Local Trade' and 'Local Worker' in the MC4&5 Returnable Schedule? | As defined in the Proforma CISA, Relevant Jurisdiction means the jurisdiction in which the Project is located. Jurisdiction in this context means a State or Territory within Australia, hence the Relevant Jurisdiction is the State or Territory in which the Project is located. |

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| 29 | Eligibility Criteria | For a BESS Project in Queensland that requires a new development application under State Code 27 following changes to QLD planning legislation in December 2025, can EC10 be satisfied where the Proponent provides evidence it has substantially progressed the relevant planning process, but has not yet formally lodged the development application?<br><br>If not, is formal lodgement of the development application required by the Bid Closing Date to satisfy EC10? | Eligibility for CIS Tender 10 under EC10 requires Projects to be suitably progressed with the planning application process that applies in the applicable State or Territory. State / Territory-specific requirements for EC10 are set out in Table 8 of the CIS T10 Tender Guidelines.<br><br>To satisfy EC10, Proponents with Projects located in Queensland must provide evidence in their Bid submission that a development application has been submitted under one of the Queensland planning pathways outlined in Table 8.<br><br>The CIS Tender 10 Process does not contemplate exemptions, extensions or alternative avenues to satisfy EC10 if these requirements are not met by the Bid Closing Date and Time. |
| 30 | MC3 – Organisational, resource and financing capability | Where the Proponent and Bid Entity are the same entity, and that entity is a special purpose vehicle (SPV) established solely for the purposes of the Project, how should the Proponent demonstrate relevant track record and experience under Merit Criterion 3? Can the Proponent rely on the experience of related entities, sponsors, developers, shareholders or other parties involved in delivery of the Project? | Merit Criterion 3 assesses whether the Proponent can demonstrate the organisational, resourcing and financing capability required to deliver the Project.<br><br>Where the Proponent and Bid Entity are the same entity, and that entity is an SPV established solely for the purposes of the Project, the Bid may include information regarding the credentials, capabilities and experience of entities and personnel involved in the delivery of the Project. The Bid should clearly explain the role of those entities in the Project and how their experience, personnel and resources will contribute to Project delivery. |

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| **#** | **Category** | **Question** | **Answer** |
| 31 | Project Documents | Is there a formatting error within clause 16.1(a)(i)(B) of the Proforma CISA? | The formatting of Clause 16.1(a) will be updated during contract finalisation with Successful Proponents. The intended operation of the clause is that for the final Support Year, the invoice should be issued within 40 days of the end of the Term. |
| 32 | MC1 – Financial value, system reliability and system benefits | The MC1 Returnable Schedule refers to the maximum fault level current contribution at the connection point. However, connection enquiry responses from the NSP typically provide minimum fault level current contribution. Should proponents instead provide the minimum fault level current contribution? | No. The MC1 returnable schedule asks for the Maximum fault current contribution as it reflects a project's potential capability to support fault level and system strength requirements, whereas minimum fault current contribution is primarily a compliance or worst-case performance measure. |
| 33 | MC5 – Social outcomes and community benefit sharing | For Projects located within a Renewable Energy Zone (REZ), can REZ access fees be included as a commitment in the MC4&5 Returnable Schedule, noting that those fees may be used by the relevant REZ authority to support community and employment initiatives? | For Projects located in a REZ, Proponents may include REZ access fees which are allocated to community shared benefits in the MC4&5 Returnable Schedule under Table 3 – Community Shared Benefits.<br><br>Commitments included in the MC4&5 Returnable Schedule will be included as the Social Licence Commitments in the CISA and will be subject to the relevant terms and obligations as per the Proforma CISA.<br><br>Proponents should refer to Tender Guidelines for guidance on merit assessment for MC4 and MC5 including characteristics of higher merit. |
| 34 | MC1 – Financial value, system reliability and system benefits | For projects with no network charging path, what should be entered in the Table 10 reactive capability fields in the MC1 Returnable Schedule when consuming/charging maximum active power:<br>• the capability at the maximum attainable consumption operating point,<br>• -9999 representing ‘not applicable’, or<br>• another value? | The reactive capability at the maximum attainable consumption operating point should be entered in rows 3 and 4 of Table 10. |
| 35 | Eligibility Criteria | Where there are two geographically co-located assets which have separate Connection Points, and are each subject to separate development approval and grid connection processes and commercial arrangements, would they | Section 4.2 of the Tender Guidelines provides guidance regarding Staged Projects and Projects with separate Connection Points.<br><br>Section 4.3 of the Tender Guidelines provides guidance in relation to Aggregated Projects. |

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| | | be considered two separate Projects, a Staged Project or an Aggregated Project? | Proponents should carefully review the CIS Tender 10 Tender Guidelines and the Proforma CISA and, if necessary, seek independent legal and/or technical advice in structuring their Bid. |
| 36 | MC1 – Financial value, system reliability and system benefits | For Projects submitting a Bid as a Hybrid Project, please confirm how Connection Point Export Limit is to be entered in the MC1 Returnable Schedule when the Associated Project shares the Connection Point. | As set out in Section 4.2 of the CIS Tender 10 Tender Guidelines, and reflected in the MC1 Market Briefing Note, any Hybrid Project participating in this Tender 10 Process will only be considered for a Dispatchable CISA. The Associated Project (generation component of the Hybrid Project) will not be included in the assessment of the Proponent's Bid.<br><br>In the MC1 Returnable Schedule, the Connection Point Export Limit and Export Capacity inputs relate to the Project that is the subject of the Bid (i.e. the dispatchable asset) and should be specified in Table 3 - Project Specifications and Table 4 - Technology-specific Project Specifications, respectively. Information relating to the Associated Project and required for assessment is requested separately in Table 5(a) - Hybrid Project Specifications (if applicable).<br><br>Proponents may provide any additional explanatory information relevant to the representation of export capacity in the Bid Form. |
| 37 | Other: Notification of equity transaction | Where an equity subscription into a Bid Entity is expected to complete between the Bid Closing Date and the announcement of CIS Tender 10 outcomes, please confirm the notification mechanism and timing expected of a Proponent. | As set out in section 6.17 of the CIS Tender 10 Tender Guidelines, Proponents are required to provide notification of changes affecting the Proponent during the Validity Period promptly in writing, including in relation to the structure or ownership of a Proponent, including any Bid Entity<br><br>Where a Proponent does not own the Project or Bid Entity at the time the Bid is submitted, Proponents are encouraged to provide all relevant details and documentation within their Bid (including in their response to questions relating to ownership of the Project at section 3.1 of the Bid Form) to demonstrate compliance with the Eligibility Criteria and the requirements of the CIS Tender 10 Tender Guidelines.<br><br>Proponents should also note that Bids which are subject to conditions which prevent the Bid constituting an offer open for acceptance may not be considered to have complied with section 6.27 of the Tender Guidelines. |

| Q&A Release 15 | | Distributed 17/08/2026 | |
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| **#** | **Category** | **Question** | **Answer** |
| 38 | Other | The definition of "Eligible Wholesale Contract" under clause 15.1(a) of the CISA requires that the contract counterparty has "control" over the dispatch of the Project's Export Capacity.<br><br>It is common for BESS offtakes to be structured as "virtual tolls" whereby the contract counterparty makes virtual nominations which are settled based on notional market revenues. Would a virtual tolling agreement structured in this manner satisfy the requirement of "control" under clause 15.1(a)? | Virtual Tolls are contemplated as potentially eligible (subject to contract details) in the Department of Climate Change, Energy and the Environment's Eligible Contracts guidance (available here).<br><br>Proponents should consider seeking independent legal advice in relation to the operation of the proforma CISA, including as it relates to Eligible Wholesale Contracts and virtual tolling arrangements. |

**Acknowledgement of Country**

We acknowledge the Traditional Custodians of Australia and their continuing connection to land and sea, waters, environment and community. We pay our respects to the Traditional Custodians of the lands we live and work on, their culture, and their Elders past and present.