



Capacity Investment Scheme (CIS) Tender 5: Wholesale Electricity Market (WEM) – Generation Clarification and Q&A Responses

This document provides a compilation of responses to de-identified questions received from registered Proponents for CIS Tender 5: WEM – Generation (**Tender 5**). 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.

This document also includes the following clarifications:

- Clarification #1 published 15 September 2025 - in relation to the Tender 5 Tender Guidelines (published 29 August 2025) and the CIS T5 Bid Form and Warranties Form (available to registered Proponents via the Online Portal). Registered Proponents are advised to take this clarification into account when preparing their Bid.
- Clarification #2 published 20 October 2025 - in relation to the MC4 & MC5 Returnable Schedule (available to registered Proponents via the Online Portal). Please also refer to the mailout sent to Registered Proponents on 17 October 2025.
- Clarification #3 published 31 October 2025 – in relation to the MC2 Real Property Arrangements Returnable Schedule (available to registered Proponents via the Online Portal). Registered Proponents are advised to take this clarification into account when preparing their Bid.
- Clarification #4 published 3 November 2025 – in relation to updates to the Tender 5 Generation Proforma CISA (available on the ASL website). Please also refer to the mailout sent to Registered Proponents on 3 November 2025.

All responses and correspondence by AEMO regarding the Q&A Process in Tender 5 are subject to the Tender Conditions set out in Section 6 of the [Tender 5 Tender Guidelines](#) (published 29 August 2025).

Important notice: Registered Proponents are reminded of Sections 6.5 (No warranty), 6.6 (No representations), 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	15/09/2025	Release 1 including 1 clarification and 5 responses.
2	17/09/2025	Release 2 including 1 response.
3	19/09/2025	Release 3 including 1 response.
4	07/10/2025	Release 4 including 4 responses.
5	10/10/2025	Release 5 including 1 response.
6	20/10/2025	Release 6 including 1 clarification and 5 responses.
7	24/10/2025	Release 7 including 3 responses.
8	31/10/2025	Release 8 including 1 clarification and 4 responses.
9	03/11/2025	Release 9 including 1 clarification.
10	06/11/2025	Release 10 including 7 responses.

Clarifications

Clarification Release 1 Distributed 15/09/2025		
#	Category	Clarification
1	Eligibility Criteria 6 (“EC6”)	<p>To be eligible for Tender 5: WEM – Generation Tender Process, Projects must generate electricity from a fuel source that is an eligible renewable energy source, as defined in section 17 of the <i>Renewable Energy (Electricity) Act 2000</i> (Cth) and eligible to create large-scale generation certificates under that Act.</p> <p>Assessed Hybrid Projects are eligible to participate in the Tender 5 Process, in which both the generation asset and the associated dispatchable asset are assessed against a set of Merit Criteria, as outlined in the Tender 5 Tender Guidelines. Non-Assessed Hybrid Projects may also participate in the Tender 5 Process, where only the generation asset is assessed, and not the associated dispatchable asset. This distinction (Assessed or Non-Assessed Hybrid bid) must be specified in the Bid Form, available to registered Proponents via the Online Portal.</p> <p>Projects that store electricity by importing electricity either from the grid or from an eligible renewable energy fuel source, and do not have an associated generation asset, are not eligible to participate in Tender 5. These standalone dispatchable capacity projects are invited to participate in the Tender 6: WEM – Dispatchable Capacity tender process. Assessed Hybrid Projects are not eligible for Tender 6 and must participate in the Tender 5 Process. Non-Assessed Hybrid Projects may participate in Tender 6, for which only the dispatchable asset is assessed, and not the associated generation asset. Non-Assessed Hybrid Projects may therefore participate in either Tender 5 or Tender 6, but not both.</p> <p>In line with the above clarification, Eligibility Criteria 6 (EC6) in the Tender 5 Tender Guidelines, Bid Form, and Warranties Form is to be interpreted for standalone generation Projects as:</p> <p><i>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.</i></p> <p><i>Projects will not be eligible if they:</i></p> <ol style="list-style-type: none"> <i>are virtual power plants, demand response or other virtual aggregation and flexible loads; or</i> <i>use native forest wood waste.</i> <p>For Hybrid Project Bids participating in Tender 5, the above eligibility for the Project’s fuel source under EC6 applies to the generation asset (Project), while the associated dispatchable capacity asset’s (Associated Project’s) fuel source must:</p> <ol style="list-style-type: none"> <i>be an eligible renewable energy source, as described in section 17 of the Renewable Energy (Electricity) Act 2000 (Cth) and eligible to create large-scale generation certificates under that Act; or</i> <i>charge from the SWIS; or</i> <i>be a combination of (a) and (b).</i> <p>This clarification does not impact the Bid Closing Date and Time as outlined in the Tender 5 Tender Guidelines.</p>

Clarification Release 2 Distributed 20/10/2025

#	Category	Clarification
2	MC4 & MC5 Returnable Schedule	<p>Important information relating to Tender 5 - Reissue of MC4 & MC5 Returnable Schedule</p> <p>The MC4 & MC5 Returnable Schedule for CIS WEM Tender 5 has been re-issued on 17 October to incorporate necessary corrections and clarifications. Please discard the prior version of the MC4 & MC5 Returnable Schedule and use the corrected workbook attached to the email dated 17 October 2025 for your bid submission.</p> <p>These updates do not change the requirements in the Tender Guidelines or the assessment approach, and the submission deadline remains unchanged.</p>

Clarification Release 3 Distributed 31/10/2025

#	Category	Clarification
3	Real Property Arrangements Returnable Schedule	<p>Important information relating to Tender 5 – Clarification to MC2 Real Property Arrangements Returnable Schedule</p> <p>In the Real Property Arrangements Schedule, Column O and P should be amended as follows:</p> <ul style="list-style-type: none"> • Column O should ask for “Freehold Land Granted Post-December 1996” • Column P should ask for “Details of Post-December 1996 Freehold Land” <p>Proponents should indicate that their response is for post-December 1996 when completing columns O and P of the returnable schedule.</p>

Clarification Release 4 Distributed 03/11/2025

#	Category	Clarification
4	Other: CISA Document	<p>Clarification - Important information for Proponents regarding Tender 5 - Generation Proforma CISA updates</p> <p>Amendments have been made to the Tender 5 Generation Proforma CISA to clarify negative pricing provisions. Proponents are advised to discard the previous version of the Proforma CISA and instead use the revised version attached to the email dated 3 November 2025 for bid submission purposes. The revised version is also available on the ASL website.</p> <p>All mark-ups and departures should be based on the revised Proforma CISA issued 3 November 2025.</p> <p>The amendments, as shown in marked-up version attached to the email dated 3 November 2025 are as follows:</p> <ul style="list-style-type: none">• Section 15.1: amended to provide that, in circumstances where prices are negative, the purchaser will be required to compensate the Operator on the basis that the spot price is deemed to be zero.• Schedule 1: revised to adjust the calculation of the volume of electricity used to determine Support Payments (the “Notional Quantity”). Under this amendment, the Notional Quantity will be deemed to be zero for any Trading Interval during which the spot price falls below a specified threshold (the “Dispatch Price Threshold”). The Dispatch Price Threshold will be set equal to the Annual Floor for the relevant Financial Year multiplied by -0.9. <p>These changes are intended to ensure that the CIS does not create incentive for uneconomic dispatch in the spot market.</p>

Bid Q&As

Q&A Release 1		Distributed 15/09/2025	
#	Category	Question	Answer
1	Eligibility Criteria	Are projects that enter into PPAs or bilateral agreements with government owned corporations eligible for CIS underwriting?	<p>Entering into a PPA or bilateral contracts with a state-owned corporation does not make a project ineligible for CIS underwriting under this Tender.</p> <p>Proponents should also consider the Proforma CISA and note PPAs must be an eligible wholesale contract to be included in the net revenue calculations for the project, as outlined in the Proforma CISA.</p>
2	Eligibility Criteria 8 (“EC8”)	<p>Are Projects eligible under EC8 if they have a PPA with a Government Owned Corporation (GOC) such as Synergy or Water Corporation WA?</p> <p>How are the terms of these underwriting agreements relevant to the application of EC8?</p> <p>What are the objectives of the Commonwealth regarding EC8?</p> <p>Can Proponents rely on Q&A responses from previous tenders?</p>	<p>Government owned corporations such as Synergy or Water Corporation WA do not constitute as the Australian Government or WA Government for the purposes of EC8 under this Tender.</p> <p>The terms of the underwriting agreement with the Australian Government or WA Government are relevant, as they will determine whether limbs a. and b. of EC8 are triggered. If, as part of eligibility assessment, it is found that both limbs a. and b. apply to the agreement, the Project will not satisfy EC8. The Proponent should provide sufficient details of the agreements in question to enable an assessment against EC8.</p> <p>The objective of EC8 is to not consider Projects for the CIS which are already benefiting from Government underwriting schemes.</p> <p>Proponents should not rely on responses to Q&As from previous Tenders as the guidelines, rules and policies may have changed since then.</p>
3	Eligibility Criteria 8 (“EC8”)	Can a long-term PPA with Synergy for 50% of a generation project’s output exclude the Project under EC8?	Refer to Questions 1 & 2 for details provided in previous responses.

Q&A Release 1		Distributed 15/09/2025	
#	Category	Question	Answer
4	Other: Tender Process	What is the process to update Project information after Bid submission?	<p>If there is a material change in circumstances, such as a change to Project parameters (e.g. COD Target Date), Bid information accuracy or currency, or change in ownership of the Bid Entity, as per Section 6.17 and 6.32 of the Tender Guidelines, the Proponent must promptly notify in writing;</p> <ul style="list-style-type: none"> • AEMO, if it becomes aware prior to the announcement of Successful Proponents and Projects; or • The Australian Government, if it becomes aware after the announcement of Successful Proponents and Projects. <p>Notice to AEMO of any material changes, prior to announcement of Successful Proponents is to go through the Online Portal, using the dedicated 'CIS T5 Notification or Clarification to ASL' form. Upon receiving such notice, AEMO and/or the Australian Government may assess the information provided in that notice and then (without limitation to any other discretion or action) may:</p> <ul style="list-style-type: none"> • terminate the further participation of that Proponent or Bid Entity in the Tender Process; or • invite the Proponent to amend its Bid accordingly.
5	Other: Project Documents	For a proposed two-stage Project, can a Proponent submit both stages together and bid for a single CISA, where both stages utilise the same connection point and have shared infrastructure, but are separately metered and have different Commercial Operations Dates?	<p>The Tender Guidelines and Proforma CISA give Proponents the opportunity to bid with a range of different project types (such as Assessed or Non-Assessed Hybrid Projects or Staged Projects).</p> <p>These project types are set out and defined in the Tender Guidelines (particularly section 4.2) and the Proforma CISA.</p> <p>If the Proponent intends to deliver the Project over multiple stages, they are encouraged to refer to the Proforma CISA and the Tender Guidelines, including the Eligibility Criteria (including EC2 and EC10) and Section 4 and 5.3.1 of the Tender Guidelines, and seek legal advice on how to bid their Project appropriately.</p>

Q&A Release 2		Distributed 17/09/2025	
#	Category	Question	Answer
6	MC4, MC5	<p>The Commonwealth has requested dollar figures for each commitment outlined in MC4 and MC5. It is noted, however, that some capacity-building initiatives may include 'in-kind' commitments such as the allocation of staff time to provide training or assistance to SMEs or Aboriginal-owned businesses.</p> <p>Can these 'in-kind' commitments be included in the MC4&5 Returnable Schedules?</p> <p>Additionally, is there a preferred method of calculating the cost of 'in-kind' commitments?</p>	<p>'In-kind' commitments are non-cash contributions that support the policy intent of MC4 and MC5. These may include, for example, the provision of staff time volunteering to deliver training or mentoring to under-represented groups or Aboriginal-owned businesses.</p> <p>Proponents may include in-kind commitments in the 'CIS WEM MC4 and MC5 Returnable Schedule' (MC4 & 5 RS), within Tables 2, 4 and 6. These tables are designed to capture additional commitments that align with the policy intent of MC4 and MC5, including those made prior to contract award or during project development.</p> <p>When completing the 'CIS WEM MC4 and MC5 Returnable Schedule', Proponents should ensure the cost of the commitments (in-kind or otherwise) entered into Tables 2, 4 and 6 have not been duplicated within the total cost of commitments entered into Table 1 and 3. For example, a commitment in relation to the provision of staff time to deliver training or mentoring to Aboriginal-owned businesses on a volunteer basis would be inputted into Table 2. The cost attributed to this commitment should be recorded in column G (Table 2), and this value should not be included within Table 1.</p> <p>There is no preferred method for calculating the cost of in-kind commitments. Proponents should ensure that:</p> <ul style="list-style-type: none"> • commitments are clearly described with measurable deliverables; • costs are reasonable, transparent and justifiable; and • the estimated cost is expressed in real AU\$ over the term of the CISA. <p>Proponents should refer to the 'MC4 Instructions' and 'MC5 Instructions' tabs in the MC4&5 RS for more information.</p>

Q&A Release 3		Distributed 19/09/2025	
#	Category	Question	Answer
7	MC4	<p>Should a Proponent follow the First Nations Guidelines for the NSW Electricity Infrastructure Roadmap to ensure CIS bid compliance, if Native Title has previously been extinguished?</p> <p>Further, if a Proponent does not meet the First Nations Guidelines for the NSW Electricity Infrastructure requirements, will the MC4 score component be downgraded even though Native Title has been previously legally extinguished over the land to be used for the project?</p>	<p>The CIS T5 Tender Guidelines (“T5 Tender Guidelines”) require Proponents to engage with First Nations Communities and demonstrate commitments to participation and benefits sharing, regardless of the status of Native Title.</p> <p>The First Nations Guidelines for the NSW Electricity Infrastructure Roadmap (“FN Guidelines”) are recommended as best practice for respectful engagement, participation and benefit sharing with First Nations Communities.</p> <p>Proponents should tailor their engagement to the local context, and clearly document their approach and commitments in their bid. If Native Title has been extinguished, this should be acknowledged in the First Nations Engagement Plan, and Proponents should outline how they have identified and consulted with the relevant First Nations Communities.</p> <p>The assessment of MC4 is based on the quality of the Project’s engagement with and understanding of First Nations Communities. Commitments will be assessed commensurate with the regional placed-based considerations of the Project i.e. when locationally practical to do so.</p> <p>For general guidance on applying better practice approaches to engagement and the design of benefits sharing commitments, Proponents are encouraged to 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 Capacity of Proponents’ toolkit.</p> <p>For more details on characteristics of higher merit for MC4, refer to page 21-22 of the T5 Tender Guidelines.</p>

Q&A Release 4		Distributed 07/10/2025	
#	Category	Question	Answer
8	Other: CISA	What is the reasoning behind including Outage Compensation as an Other Market Revenue?	<p>The CISA is drafted to ensure that all amounts, or economic value, associated with a Project are captured as revenues to ensure that any support is only being paid as required. Additionally, the Commonwealth considers that participation in the Wholesale Electricity Market (WEM) (and the costs incurred and benefits afforded as a result of that participation) is undertaken at the risk of the Project Operator.</p> <p>As such, any costs which are incurred by the Project Operator as a result of AEMO decisions or directions are for the Project Operator to manage. Conversely, to the extent any Outage Compensation is paid by AEMO to the Project Operator, the Commonwealth considers this payment to be an economic benefit associated with the Project which the Project Operator is entitled to receive as a result of the Project's participation in the WEM. The Commonwealth therefore considers that any Outage Compensation amounts are properly captured as 'revenues' for the purposes of the CISA.</p>
9	Other: Staged Projects	<p>We note that the provision for a Staged Project contemplates a where there is a prior historical 'Existing Project' which is already in existence, with the new 'Project' for the tender purposes being an expansion of that existing facility.</p> <p>Can you please advise if for projects with future capacity additions or stages beyond the Project bid in the tender, that this would be considered as New Infrastructure under the provisions of the definition of Material Alteration and the associated clause 10 of the Capacity Investment Scheme Agreement?</p>	<p>To determine whether new capacity additions or stages would be considered 'New Infrastructure' under the provisions of the Material Alteration regime in the Proforma CISA, Proponents must carefully consider the definitions of 'Material Alteration' and 'New Infrastructure' and the provisions within clause 10 (Alterations to the Project) of the Proforma CISA.</p> <p>Proponents are encouraged to seek independent legal advice in respect of the interpretation of the terms of the proforma CISA and how they apply to the Proponent's Project.</p>

Q&A Release 4		Distributed 07/10/2025	
#	Category	Question	Answer
10	Other: CISA	<p>Could the Commonwealth please clarify whether the CIS will accommodate any or all of the below options:</p> <p>a) a Project with three resource types (e.g. Solar + Wind + BESS), where the 'Project' is a generation project with two generation technologies (Solar + Wind), with an Associated Project (BESS); or</p> <p>b) a Project with three resource types (e.g. Solar + Wind + BESS), where the 'Project' is a wind project, the 'Assessed' Associated Project is a BESS, and the 'Non-Assessed' Associated Project is a solar project; or</p> <p>c) any other structure (in which case Commonwealth to please provide details).</p>	<p>Proponents may bid for a CISA in respect of standalone Projects, Associated Projects or Staged Projects (as defined in the Tender Guidelines and Proforma CISA).</p> <p>Proponents considering different project structures are encouraged to obtain independent technical and legal advice on how to optimise and best submit their Projects within the bounds of the Tender Guidelines.</p> <p>Proponents should ensure parameters including (not limited to) the technical configuration of the Project, how it proposes to be housed under a SPV, its connection point(s) and the development cycle, and schedule of the various components of the Project(s), are considered when submitting their bid.</p> <p>Should a Proponent decide to opt into a project configuration not currently facilitated by the proforma CISA, the Proponent may propose commercial departures which are strictly necessary for the unique technical requirements of the Project. As per section 4.4 of the Tender Guidelines, bids may be excluded if departures:</p> <ul style="list-style-type: none"> • increase the risk allocation to the Australian Government; • increase the administrative burden and cost to the Australian Government; or • deviate from the Policy Objectives. <p>Proponents should consider the impact of their departures on the above points, and seek legal advice if uncertain.</p>

Q&A Release 4		Distributed 07/10/2025	
#	Category	Question	Answer
11	MC1	<p>Section 5.6.1 of the CIS T5 Bid Form asks: “What is the name of the substation your Project will connect to?”</p> <p>If the project is cut into transmission line via a newly built substation which does not have a name yet, how should the question be answered in the form?</p>	<p>Where the name of a new substation is not yet available, please specify the transmission (or distribution) line which the new substation will cut into and the existing substations which the new substation will be located between.</p>

Q&A Release 5		Distributed 10/10/2025	
#	Category	Question	Answer
12	Other: Project configuration post registration	<p>Can a Project configuration such as an assessed hybrid, be amended between registration close and Bid close to a non-assessed hybrid Project?</p> <p>Can a Project be registered with multiple configurations?</p>	<p>A project configuration stipulated in the registration form may be amended in the bid form only prior to bid form submission.</p> <p>As per section 5.1 of the Tender Guidelines, if a Project has multiple potential configurations or designs, the Proponent must select its preferred configuration before submitting a Bid and may only submit one bid for each Project. As per section 5.2.2 of the Tender Guidelines, Proponents must not submit Duplicable Bids. 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.</p> <p>If a Proponent becomes aware of a material change in its Bid after submission prior to the announcement of Successful Proponents and Projects (as described in section 6.32 of the Tender Guidelines), the Proponent must promptly notify, in writing, AEMO, who may then determine (in its absolute discretion) whether to invite the Proponent to amend its Bid accordingly. Relevantly, section 6.21 of the Tender Guidelines prohibits a Proponent from amending its bid after it has been submitted, unless it has been invited or permitted to do so by the Australian Government or AEMO, in their absolute discretion.</p>

Q&A Release 6		Distributed 20/10/2025	
#	Category	Question	Answer
13	Other: CISA	Will the obligations to provide sent out generation data under clause 12.2(a)(i) be satisfied by provision of aggregated data for both the month-by-month data and on a Trading Interval basis, or does the Commonwealth require actual Trading Interval Sent Out Generation Data that is not aggregated?	<p>Clause 12.2(a)(i) provides that <i>“Following the Commercial Operations Date, within 20 Business Days after the end of each Financial Year (including the Financial Year in which the Commercial Operations Date occurs), the Project Operator must provide to the Commonwealth a report, in the form prescribed by the Commonwealth, setting out the Sent Out Generation (in MWh) on a month-by-month basis (in aggregate and on a Trading Interval basis) during that Financial Year”</i>.</p> <p>Proponents are encouraged to seek independent legal advice in respect of the interpretation of the terms of the proforma CISA and how they apply to the Proponent’s Project.</p>
14	Other: Project Documents	We refer to Schedule 3: Metering Diagram of the Capacity Investment Scheme Agreement pro-forma. A typical DC Coupled BESS and Solar will have multiple sets as depicted in the dashed box. Could you please confirm that A1 is intended to be the sum of all A1i for the sets (i = 1 to n) across the solar farm?	<p>Schedule 3: Metering Diagram of the proforma CISA requires Proponents to submit a metering diagram and an accompanying table which outlines how the metering of the Hybrid Project or Staged Project (as applicable) will work.</p> <p>For coupled configurations, A1 is the sum of all A1i for the sets (i = 1 to n) across the configurations.</p>
15	MC4, MC5	<p>For Workforce Category (Trades) (Rows 15 to 18), Editable columns (Columns E and F) are in % TPW value format, then the output is % of Total Trades (Column G). Should Columns E and F be in % of Total Trades?</p> <p>Similarly, for Workforce Category (Women Apprentice Targets) (Rows 28 and 29), Editable columns (Columns E and F) are in % TPW value format, then the output is % of relevant metric (Column G). Should editable columns be in % of relevant metric?</p>	Please refer to clarification #2 above, and the updated schedule and mailout sent to proponents on 17 October.

Q&A Release 6		Distributed 20/10/2025	
#	Category	Question	Answer
16	MC3	The project examples in MC 3 only allow a binary choice of technologies. Our client's track record includes major projects in the region decarbonising industrial processes that do not fit this binary choice. How do we label these appropriately?	<p>In response to 7.1 Track record, Proponents should provide details for the three most comparable projects delivered and/or operated by the Proponent and/or key delivery partners involved in the Project in the last 5 years.</p> <p>If the technology options listed in Section 7.1 – Track Record do not apply to a Proponent’s (or their key deliver partners’) previous comparable project(s), the Proponent should select either the generation or dispatchable capacity option for the ‘Project technology type’ question and select ‘Other’ for the ‘Project technology’ question. The Proponent should then clearly state all relevant details in the text field and supporting attachment.</p>

Q&A Release 6		Distributed 20/10/2025	
#	Category	Question	Answer
17	Other: CISA	<p>Why does the formulation of Annual Net Operational Revenue not factor in any costs, when it has in previous NEM dispatch tenders?</p> <p>Annual Net Operational Revenue not factoring in costs would appear to inflate this figure, potentially requiring the Project to share revenue with the Commonwealth (where it exceeds the ceiling), when that may not accurately reflect the Project's actual financial position.</p>	<p>CIS Tender 5 is a WEM Generation tender, not a dispatchable capacity tender. Previous NEM dispatchable tenders acknowledges that for a dispatchable asset which must import electricity in order to export electricity, there are certain costs which are appropriate to subtract from "Operational Revenue" (i.e. treat as "Permitted Costs") – for example, charging costs and Green Products liability for importing electricity. Additionally, as "Operational Revenue" is determined on a cashflow basis for a previous NEM dispatchable tender, payments under Eligible Wholesale Contracts are separately excluded as "Permitted Costs" as they would be captured as "Operational Revenue".</p> <p>Generally, the Quarterly / Annual Net Operational Revenue is not intended to be an identical reflection of actual revenue received by the Project Operator on a cashflow basis. For example, Uncontracted Spot Market Revenue deems that revenue is calculated by reference to uncontracted Notional Quantity, regardless of whether it is actually received. If there is an Eligible Bilateral Contract, the Quarterly / Annual Net Operational Revenue only captures the revenue that would be received under the Eligible Bilateral Contract, and not the amount that has been received from AEMO for that contracted generation. Therefore, the payment to the counterparty does not need to be subtracted.</p> <p>Despite not all costs being included within the calculation of Net Operational Revenue, Proponents are able to consider their project's expected costs as a factor when formulating their CIS Bid Variables.</p>

Q&A Release 7		Distributed 24/10/2025	
#	Category	Question	Answer
18	MC4, MC5	<p>With reference to trainee hours in the Returnable Schedule Table 5, in cell D11, Proponents are asked to input 'Total Trainee (hours).'</p> <ul style="list-style-type: none"> • Could you please clarify exactly which workforce categories goes into this category, 'Trainee'? • Does this only include 'Apprentices' and 'Trainees in line with the Australian Skills Guarantee'? 	<p>Please refer to clarification #2 above and the mailout sent to Proponents on 17 October, which includes the removal of 'Total Trainee (hours)' in the MC4 and MC5 Returnable Schedule – Revision 1.</p>
19	Other: PPAs	<p>How would the Commonwealth treat a PPA that is settled, excluding any marginal loss factors or passes through Market Costs (including AEMO participant fees)?</p>	<p>The Commonwealth will assess each PPA on a case-by-case basis to determine whether it is an Eligible Bilateral Contract. This assessment will consider whether the contract structure aligns with the eligibility requirements noted in clause 15.1 and 15.6 of the proforma CISA.</p>
20	Other: CISA	<p>Where a proponent provides sent out generation data under clause 12.2(a)(i), can ASL confirm that such data will be stored, accessible and handled only within Australia?</p>	<p>Generation data received under clause 12.2(a)(i) of the proforma CISA will be stored, accessible and handled by the Department of Climate Change, Energy, the Environment and Water (DCCEEW) in Australia. The Australian Government protective security policy framework, outlines what Australian Government entities must do to protect their people, information and resources.</p>

Q&A Release 8		Distributed 31/10/2025	
#	Category	Question	Answer
21	Other: Project Documents	Do proponents have the opportunity to pre-approve subcontractors (i.e. Schedule 7) in tender 5?	<p>Proponents have the opportunity to complete the table in Schedule 7 of the Proforma CISA as part of their Bid in the Tender Process.</p> <p>Please refer to clause 30.2 and Schedule 7 of the Proforma CISA regarding Key Subcontractors for more detail regarding requirements for Key subcontractors.</p>
22	Other: COI Form	Will ASL disclose the 'other consultants' as referred to in Section 6.18 of the Tender Guidelines, such that Proponents can ensure compliance with Conflict of Interest requirements in Section 6.14 of the Tender Guidelines?	<p>To support Proponents in ensuring they can comply with Section 6.14 & 6.18 of the Tender Guidelines (29 August 2025), please see below the list of consultants engaged as of the 28 October 2025 (listed in alphabetical order):</p> <ul style="list-style-type: none"> • EY • Sparke Helmore Lawyers • GHD • KWM
23	MC1	<p>Section 5.3.5 'Additional Supporting Documents' in the Bid form requests that we <i>'Provide any additional supporting documents that evidence the Technology-specific Project specifications. These attachments are further detailed in Table 11 of Sheet 6 of the MC1 Returnable Schedule'</i>.</p> <p>The tables on sheet 6 of the MC1 Returnable Schedule seem to go up to number 10. Can ASL please highlight the location of Table 11 or provide the details of the attachments to be submitted if Table 11 is not in the Schedule?</p>	<p>Table 11 is located at the top of the '6. Checks' sheet of the Tender 5 MC1 Returnable Schedule (specifically cells D11 to M23).</p> <p>This table summarises the supporting attachments in relation to the Bid Form and Returnable Schedule. Space is also provided at the bottom of the table to specify other optional attachments. These may be submitted through section 5.3.5 of the Bid Form as further evidence for submitted information and/or to provide additional context regarding the Facility.</p>

Q&A Release 8		Distributed 31/10/2025	
#	Category	Question	Answer
24	Other: Real Property Arrangements Returnable Schedule	<p>What is the risk that is referred to in column P of the Real Property Arrangements Returnable Schedule?</p> <p>What is the relevance of December 1996 in asking for Freehold land being granted?</p>	<p>The relevance of the December 1996 dates is that, for freehold land granted prior to that date, it can be assumed that native title has been extinguished.</p> <p>Column O requests for details regarding any freehold land where the grant of freehold occurred after December 1996. If applicable, please outline the measures taken to mitigate the risk of existing native title over the land. For instance, indicate whether an Indigenous Land Use Agreement (ILUA) has been established.</p> <p>Please refer to clarification #3 regarding the Real Property Returnable Schedule.</p>

Q&A Release 10		Distributed 06/11/2025	
#	Category	Question	Answer
25	Other: CISA	<p>Please clarify how to calculate the Net Operational Revenue in the following scenario: The Project Operator enters into a Bilateral Contract with a Related Body Corporate for 50% of the Project Maximum Capacity that is not an Intermediary Contract and does not qualify as an Eligible Bilateral Contract. For clarity, the Project Operator does not enter into any other revenue contracts other than the CISA.</p> <p>In this scenario, and noting the general exclusion on double counting in the definition of Other Market Revenue, is the revenue under that Bilateral Contract considered to be Other Market Revenue?</p> <p>Is it also the case that, any revenue that would have been Spot Market Revenue had Project Operator not entered into that Bilateral Contract, is deemed to be Spot Market Revenue, per the treatment of an RBC Intermediary Contract under 8.3(c)i)B)?</p>	<p>Actual revenues derived under a non-eligible Bilateral Contract will not be counted under the Proforma CISA. The Sent Out Generation that is the subject of a Bilateral Contract will be captured as 'Notional Quantity' in either "Spot Market Revenue" or "Uncontracted Spot Market Revenue" (dependent on whether there are any Eligible Bilateral Contracts) – see items 3.3 and 3.4 of Schedule 1 of the Proforma CISA for more information.</p> <p>As both "Spot Market Revenue" and "Uncontracted Spot Market Revenue" are expressly excluded from the definition of Other Market Revenue per Section 1.1 of the Proforma CISA, "revenues" from a non-eligible Bilateral Contract are not Other Market Revenue and therefore there is no risk of double counting.</p>

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26	Other: Assessed Hybrid Project	<p>When bidding as an Assessed Hybrid Project, is it correct that any costs and revenue obtained from energy arbitrage by charging from the network and then discharging into higher priced periods are not considered in the Tender 5 CIS agreement? Specifically,</p> <p>a) Please confirm that the revenue from energy dispatched from the BESS that is not SOG energy does not form part of calculation of Annual Net Operational Revenue.</p> <p>b) Please confirm how payments for the Capacity Credits attributable to the BESS are accounted for or are they excluded?</p>	<p>The Tender 5 Proforma CISA is designed to support the development of generation projects. It is not intended that the Proforma CISA will provide financial support to an Associated Project (such as a BESS).</p> <p>As such, the revenues of the Associated Project are excluded from the calculation of Net Operational Revenue.</p> <p>Energy which is dispatched by the BESS is not considered “Sent Out Generation” for the purposes of the Proforma CISA and any revenues from such export are excluded from the calculation of Net Operational Revenue. Please refer to Item 3.12 of Schedule 1 of the Proforma CISA for calculation of Notional Quantity and additional Discount Factor to be applied for Hybrid Projects and Staged Projects.</p> <p>Revenue from Capacity Credits attributable to an Associated Project are excluded from the calculation of revenues (noting however that any revenue from Capacity Credits attributable to the Project are included).</p>
27	Other: COI Form	<p>Given the definition of “Associate” includes “Close Associates” of related bodies corporate, and that “Close Associates” are defined as officers, employees, and contractors working like employees, would Commonwealth/AEMO consider it reasonable for a large entity to apply a risk-based approach by limiting “Close Associates” to those directly involved in the bid for the purpose of completion of documents such as the Conflict of Interest Returnable Schedule and Warranties Form?</p>	<p>Proponents should undertake reasonable and appropriate internal checks to ensure the accuracy of information provided in tender documentation. A specific process for identifying “Close Associates” is not prescribed, as the appropriate approach may vary depending on the size and structure of the organisation.</p>

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28	Other: Assessed Hybrid Project	<p>Please provide some detail on how an Assessed Hybrid will be evaluated.</p> <p>We do not understand how to bid Tender 5 for a Hybrid Project due to the specific way in which the Project Net Operational Revenue (NOR) is calculated under the Tender 5 CISA.</p>	<p>The Tender 5 CISA is designed to support the development of generation projects and as such, in the context of a Hybrid Project, will only provide financial support to the generation component (being the 'Project' as defined in the CISA).</p> <p>Per Section 8 of the Tender 5 Tender Guidelines, an "Assessed Hybrid Bid" is a Bid in respect of 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.</p> <p>The Proponent, if awarded a CISA in respect of an Assessed Hybrid Bid, will be contractually required to deliver both the Project and the Associated Project.</p> <p>Alternatively, as set out in the Tender Guidelines and the CISA, a Proponent can nominate a "Non-Assessed Hybrid Project" in which the Proponent seeks that only the Project (i.e. the generation component) is assessed against the Merit Criteria. The Proponent, if awarded a CISA, will not be contractually required to deliver the Associated Project.</p>
29	MC4	MC4&5 Returnable schedules define 'Local Worker' as jobs for people from the Relevant Jurisdiction. What is the Relevant Jurisdiction in the case of CIS T5?	As per Clause 1.1 'Definitions and interpretation' of the CIS Tender 5 Proforma CISA – WEM Generation Capacity Investment Scheme Agreement Pro forma, 'Relevant Jurisdiction' means Western Australia.

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30	Other: Warranties Form	<p>For Clause 9 of the Warranties Form we are asked to confirm if we plan to engage Subcontractors that are first tier subcontractors (as defined in the Shadow Economy Procurement Connected Policy).</p> <p>This policy defines First tier subcontractors as any subcontractors directly engaged by the prime contractor for the contract. Second tier subcontractors are engaged by the first-tier subcontractor and are not in scope for this policy.</p> <p>Given this definition we would not engage first tier contractors directly as they would always be engaged by a prime contractor. Should the warranty instead ask if we have a prime contractor who intends to engage first tier subcontractors?</p>	<p>In accordance with Section 7.1 of the Tender Guidelines, 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. Please note that some of the Australian Government policies and requirements identified in Section 7 of the Tender Guidelines have been modified to suit the subject matter of the Tender Process.</p> <p>In respect of Clause 9 of the Warranties Form which asks if first tier subcontractors (as defined in the Shadow Economy Procurement Connected Policy) will be engaged by the Bid Entity (noting that the policy defines first tier subcontractors as <i>'any subcontractors directly engaged by the prime contractor for the contract'</i>), we note that the policy defines 'prime contractor' as the business that is tendering or is in direct contract with the Commonwealth entity.</p> <p>Clause 1.2 (b) Section 1 of Schedule 6 of the Proforma CISA also provides that - <i>"Project Operator must ensure that any first tier Subcontract (namely those that Project Operator enters into directly with a Subcontractor) for the purposes of fulfilling its obligations under this agreement imposes on the first tier Subcontractor the same obligations that Project Operator has under this section 1.2."</i></p> <p>As such, Proponents should have regard to the subcontractors directly engaged by the Bid Entity/ Project Operator when completing clause 9 of the Warranties Form and when considering Project Operator obligations under Section 1 of Schedule 6 of the Proforma CISA.</p>
31	Other: Project Details	<p>Please clarify the value being requested for 'Nameplate Capacity' for under the 'Project Details' section of the bid form, particularly for hybrid projects with different capacities.</p>	<p>Per Section 8 of the Tender Guidelines, Nameplate Capacity is defined as the amount of electrical output that a Project, Staged Project or Hybrid Project is designed to produce under ideal conditions. Per Eligibility Criteria 5, the Project must have a Nameplate Capacity of not less than 30 MW.</p>

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.

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