



Capacity Investment Scheme (CIS) Tender 6: Wholesale Electricity Market (WEM) – Dispatchable Capacity Clarification and Q&A Responses

This document provides a compilation of responses to de-identified questions received from registered Proponents for CIS Tender 6: WEM – Dispatchable Capacity (**Tender 6**). 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 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 #2 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.

All responses and correspondence by AEMO regarding the Q&A Process in Tender 6 are subject to the Tender Conditions set out in Section 6 of the [Tender 6 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 6 responses.
2	17/09/2025	Release 2 including 3 responses.
3	19/09/2025	Release 3 including 2 responses.
4	02/10/2025	Release 4 including 1 response.
5	20/10/2025	Release 5 including 1 clarification and 1 response.
6	24/10/2025	Release 6 including 1 response.
7	29/10/2025	Release 7 including 2 responses.
8	31/10/2025	Release 8 including 1 clarification and 1 response.
9	06/11/2025	Release 9 including 5 responses.

Clarification Release 1 Distributed 20/10/2025

#	Category	Clarification
1	MC4 & MC5 Returnable Schedule	<p>Important information relating to Tender 6 - Reissue of MC4 & MC5 Returnable Schedule</p> <p>The MC4 & MC5 Returnable Schedule for CIS WEM Tender 6 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 2 Distributed 31/10/2025

#	Category	Clarification
2	Real Property Arrangements Returnable Schedule	<p>Important information relating to Tender 6 – 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>

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>

Q&A Release 1		Distributed 15/09/2025	
#	Category	Question	Answer
3	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 T6 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.
4	Other: Commercial Departures	Is the Commonwealth/AEMO open to considering commercial departures from Proponents which scale down Project size if they do not receive their full capacity credit allocation due to NAQ outcomes?	<p>As per section 4.4 of the Tender Guidelines, Proponents should only include departures which are strictly necessary for the unique technical requirements of the Project. 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 1		Distributed 15/09/2025	
#	Category	Question	Answer
5	Other: Commercial Departures	<p>How does the CISA’s aim to “maximise net operational revenue” interact with WEM Rule 2.16A.1, which requires Market Participants to submit offers that reflect only costs a participant without market power would include in a profit-maximising offer (i.e. SRMC-based bidding).</p> <p>Is the Commonwealth/AEMO open to considering commercial departures from Proponents in this respect?</p>	<p>As per section 4.4 of the Tender Guidelines, Proponents should only include departures which are strictly necessary for the unique technical requirements of the Project. 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> <p>In relation to the CISA’s interaction with the ESM Rules, AEMO notes that Project Operators are obligated to comply with all Laws (which, as defined, expressly includes the ESM Rules) when operating the Project (see cl 8.1(a)(i) of the Proforma CISA). AEMO therefore considers that under the CISA, the obligation to maximise net operational revenue is subject to an overarching requirement to operate the Project in compliance with all applicable Laws, including the ESM Rules. AEMO therefore does not consider that any departure is required to address this concern. For completeness, AEMO also notes that ESM Rule 2.16A.1 was removed from the ESM Rules in November 2024 and is no longer an operative provision.</p>

Q&A Release 1		Distributed 15/09/2025	
#	Category	Question	Answer
6	MC1	<p>Please confirm what ESROD assumptions AEMO is applying for each relevant capacity cycle from 2028 onwards?</p> <p>We are conscious of the risk that ESROD requirements could increase (e.g. to 12 hours), and without the ability to adjust project sizing, this may impact revenue. Conversely, we are also mindful of not over-sizing projects where additional capacity is unnecessary to achieve one capacity credit per installed MW.</p>	<p>As outlined in the MC1 Market Briefing Note, the scenarios designed for the assessment will consider the latest publicly available information. Scenarios are designed to assess projects against a range of future potential electricity market outcomes. Adjustments to these assumptions may be considered as a sensitivity to further interrogate forecast outcomes.</p> <p>Regarding ESROD changes, the Dispatchable CISA allows for the Annual Floor and Annual Ceiling to be adjusted in respect of each Support Year by reference to the Linearly Derating Capacity of the Project for that year. Please refer to Schedule 1, Clause 2.2 and 2.3 of the Proforma Dispatchable CISA.</p>

Q&A Release 2		Distributed 17/09/2025	
#	Category	Question	Answer
7	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 2		Distributed 17/09/2025	
#	Category	Question	Answer
8	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>
9	MC1	Will ASL be running the NAQ model for each capacity year, or only for the first year of the cycle? Our understanding is that last year NAQ was only assessed for the 2027 cycle, which disadvantaged projects located near retiring coal plants.	As outlined in the section 3.1.1 of CIS Tender 6 MC1 Market Briefing Note, the modelling undertaken for potential NAQ and Peak Capacity Credit outcomes will be for the latest RCM cycle, focused on the 2 year ahead forecast year. This calculation follows the existing RCM approach.

Q&A Release 3		Distributed 19/09/2025	
#	Category	Question	Answer
10	MC1	For modelling in MC1, what commissioning date is ASL assuming for CEL-N? If ASL assumes a 2030 commissioning date, it may signal to proponents that there is limited benefit in seeking to connect earlier.	<p>As outlined in the MC1 Market Briefing Note, the MC1 assessment will consider a range of future market outcomes (Scenarios). Scenario input assumptions, including commissioning dates of key transmission infrastructure, may differ between Scenarios and are based on publicly available information. One such source is the South West Interconnected System Transmission Plan, from the Department of Energy and Economic Diversification.</p> <p>To be assessed higher merit, Bids should demonstrate value across a range of future energy market outcomes, as represented by the Scenarios. Higher merit Bids are expected to demonstrate value both in the short and long term by delivering high reliability and market benefits at a competitive Net CISA cost. Reliability benefits are modelled for near-term years, while market benefits are evaluated over the operational lifespan of the project extending well beyond 2030.</p>

Q&A Release 3		Distributed 19/09/2025	
#	Category	Question	Answer
11	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 T6 Tender Guidelines (“T6 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 T6 Tender Guidelines.</p>

Capacity Investment Scheme (CIS) Tender 6

Bid Q&A Responses

Q&A Release 4		Distributed 02/10/2025	
#	Category	Question	Answer
12	Other: Tender Target	Can the T6 target increase or decrease based on the total capacity that was awarded for CIS Tender 2?	CIS Tender 6 has an indicative target of 2,400 MWh of dispatchable capacity in the WEM. The Australian Government may later determine whether a greater or lesser volume of dispatchable capacity is appropriate, subject to sufficiently meritorious projects and provided that this change in volume is consistent with the Policy Objectives of the Tender 6 Process.

Q&A Release 5		Distributed 20/10/2025	
#	Category	Question	Answer
13	MC5	Could ASL please confirm that any goods or services provided or supplied within Australia and New Zealand and invoiced by a company possessing either an ABN or NZBN would constitute local content?	'Local Content' is defined in Section 8 of the Tender Guidelines as goods, services, and resources produced, manufactured or supplied within Australia and New Zealand. Accordingly, any goods or services provided by a business possessing an ABN or NZBN, and supplied within Australia and New Zealand, are considered to meet this definition.

Q&A Release 6		Distributed 24/10/2025	
#	Category	Question	Answer
14	MC4, MC5	With reference to the MC4 and 5 Returnable Schedule, are trainees defined similarly to apprentices? If not, please clarify the definition of trainees.	Please refer to clarification #1 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.

Q&A Release 7		Distributed 29/10/2025	
#	Category	Question	Answer
15	MC1	The WEM Capability Class 2 Technologies Review currently occurring may result in rule changes in the WEM. For the purposes of our financial bid, should we assume there are rule changes or not?	Project Operators are obliged to comply with the ESM rules as part of their Bid submission. Assessment will be carried out in line with these rules as at the time of assessment.
16	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

Q&A Release 8		Distributed 31/10/2025	
#	Category	Question	Answer
17	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 #2 regarding the Real Property Returnable Schedule.</p>

Q&A Release 9		Distributed 06/11/2025	
#	Category	Question	Answer
18	MC4, MC5	<p>In the CISA Schedule 2, Table 1, percentage commitments for First Nations relate to the Total Project Contract value of the life of the CISA. However, in the excel returnable, Table 3, bidders have been asked to express Total Project Contract Value as including the OPEX over the life of the Project.</p> <p>Please confirm whether OPEX should include costs for the life of the Project or for the term of the CISA?</p>	<p>Proponents are to use the definition per the MC4 Instructions and MC5 Instructions tab within the revised MC4 and MC5 Returnable Schedule issued 17 October. Refer to clarification #2 for more information on the revised returnable schedule.</p> <p>Per the MC4 and MC5 returnable schedule, Total [Hybrid] Project Contract Value is “the sum of all the costs that the Proponent has to pay to develop, construct, operate and maintain the [Hybrid] Project exclusive of GST and is calculated as:</p> <p><i>Total Capital expenditure (CAPEX) (this can include development (DEVEX) costs) + Total Operation and maintenance (OPEX) expenditure over the life of the Project.”</i></p> <p>Per Schedule 2 of the Proforma CISA, Proponents are not to manually insert Social Licence Commitments details into Schedule 2 of the Proforma CISA. The MC4 and MC5 Returnable Schedule must be completed and submitted as part of a completed Bid and the commitments made in the returnable schedule will be contractually binding for Successful Proponents.</p>
19	Other: Tender Process	<p>Please confirm whether there is a prescribed timeframe between the announcement of successful bids and the execution of the Capacity Investment Scheme Agreement?</p>	<p>Upon the announcement of successful bids, the Proponent will progress to the contractual negotiation phase with the Commonwealth.</p> <p>Please refer to Section 5.5 of the Tender Guidelines for more information on the selection of Successful Proponents.</p>

Q&A Release 9		Distributed 06/11/2025	
#	Category	Question	Answer
20	Other: Tender Process	Following the completion of the tender process, will proponents be able to obtain feedback on their bid scores for each evaluation criterion?	In accordance with Section 6.34 of the Tender Guidelines, the Australian Government or AEMO will provide general debriefing information to unsuccessful Proponents. Any such debriefing will generally be on a collective basis and will discuss general strengths and weaknesses of Bids and will not reveal any information that could compromise the Tender Process or any future tender process (including any participants therein).
21	Other: Warranties Form	If in the Warranty Form, neither option given would be an accurate description, may the Proponent propose an appropriate wording for the warranty?	<p>Proponents must complete the Warranties Form in line with the instructions provided within the form. If there is a particular warranty that the Proponent is unable to provide, the Proponent should not make such warranty and should instead provide details within the form (if permitted) as to why the warranty could not be made. Such details may include an alternative warranty the Proponent is able to make.</p> <p>If the Proponent is still unclear on how to populate a particular section of the form where, for example, the form does not permit the Proponent to provide details as to why a warranty cannot be provided, the Proponent may follow the process outlined in Section 6.13 (Requests for clarification and further information) of the Tender Guidelines. Proponents should be aware that, as outlined in Section 5.2.3 of the Tender Guidelines, if a correctly completed and executed Warranties Form is not provided along with the Proponent's Bid submission, the Bid may not be further assessed.</p>

Q&A Release 9		Distributed 06/11/2025	
#	Category	Question	Answer
22	Other: COI Form	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?	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.

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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