Invitation to Tender

System Restart Ancillary Services

**DETAILS**

|  |  |
| --- | --- |
| **Services:** | System Restart Ancillary Services for all electrical sub-networks in the NEM |
|  |  |
| **ITT No:** | 14489 |
|  |  |
| **AEMO SRAS Project Manager:** | Ben Macey, Operations Commercial Lead  Contact: SRAS.procurement@aemo.com.au |
|  |  |
| **Closing Date:** | Tenders due by 5:00 pm Melbourne time on 16 June 2023.  Tenders to be emailed to SRAS.procurement@aemo.com.au.  Note: emailed submissions are subject to a per email size limit of 20MB (multiple emails each of 20MB can be accepted by AEMO). |
|  |  |
| **Validity Period:** | From the Closing Date until 11.59pm AEST on 1 July 2024 |
|  |  |

Australian Energy Market Operator Limited

Level 22, 530 Collins Street

MELBOURNE VIC 3000

TEL: 03 9609 8000

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1. INVITATION TO TENDER
   1. Background

Australian Energy Market Operator Limited (AEMO) is an independent organisation responsible for operating eastern, south-eastern and western energy markets and systems in accordance with its statutory functions.

In Victoria, AEMO is also the transmission planner for the shared network, procures transmission network capability and provides shared transmission services to network users.

With its broad national focus for the future, AEMO’s objectives are to promote efficient investment in and operation of Australia’s electricity and gas services for the long-term interests of consumers with respect to price, quality, safety, reliability and security of energy supply.

* 1. Invitation to Tender

AEMO operates the National Electricity Market (NEM) by balancing demand for, and supply of, electricity through a pool and spot market. AEMO is also responsible for maintaining the security of the national transmission grid within the NEM.

AEMO acquires *ancillary services* in accordance with Chapter 3 of the National Electricity Rules (**NER**) for the management of *power system security*. AEMO is now seeking tenders from potential providers of *system restart ancillary services* (**SRAS**) from either 1 July 2024 or 1 July 2025, this includes both restart sources and support services.

Energy storage assets may be required to reserve energy, the energy required for restoration will be dependant on the restart standard requirements and restart path and conditions on the day. For example, a restart source is required to energise other generators on the network while controlling frequency until the network is stable. This will be reviewed by AEMO during the tender evaluations, proposed **Reserved Energy** to be provided in Schedule 2.

AEMO will not know the details of what support services may be required (if any) until the restart sources power system models are completed during evaluations. Accordingly, while AEMO has requested expressions of interest to provide support services (see **Schedule 6**), these may not be needed.

**TENDERS ARE INVITED** for the provision of SRAS.

**Award of any SRAS contract in subject to a satisfactory testing, refer to the indicative timetable below and Schedule 3.**

* 1. Indicative Timetable

This timetable is provided to give Tenderers an indication of the anticipated timing for the procurement process. It is not binding and is subject to change, and any stage may take longer or shorter than anticipated.

|  |  |
| --- | --- |
| Activity | Indicative timing |
| Issue of ITT | April 2023 |
| Closing of ITT | June 2023 |
| Expected date for completion of ITT evaluation | August 2023 |
| Negotiation with preferred Tenderer(s) | September 2023 |
| Testing (if required) | September to November 2023 |
| Contract execution | December 2023 |
| SRAS service commencement | 1 July 2024 or 1 July 2025 |

* 1. Glossary

In this document:

A capitalised word or phrase has the meaning set out opposite that word or phrase below.

A word or phrase *in italics* has the same meaning as given to that term in the NER.

Unless the context otherwise requires, this document will be interpreted in accordance with Schedule 2 of the *National Electricity Law*.

|  |  |
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| **Addendum** | Any document issued after the date of this Invitation to Tender and labelled as an “Addendum” to this Invitation to Tender; collectively known as “Addenda”. |
| **AEMO** | Australian Energy Market Operator Limited ABN 94 072 010 327. References to AEMO include, where the context requires, AEMO’s employees, officers, contractors, consultants, advisers and other persons authorised to act for AEMO. |
| **AEMO Contact** | The AEMO SRAS Project Manager |
| **AEMO SRAS Project Manager** | The person specified on the cover of this Invitation to Tender. |
| **Business Days** | A day other than Saturday, Sunday and any other day not taken to be a public holiday. |
| **Closing Date** | The date specified on the cover of this Invitation to Tender. |
| **Delivery Point** | The agreed point on a transmission network that is to be energised by SRAS Equipment, located at or downstream of the *transmission network* *connection point* to which the relevant *facility’s connection point* SRAS Equipment is assigned in the *NEM*. The Delivery Point for a Service is to be specified in Schedule 2 of the Tender Form*.* |
| **Event** or **Events** | a *major supply disruption* or a series of related *major supply disruptions*. |
| **ITT or Invitation to Tender** | This document, including its schedules, attachments and appendices, which are to be read and interpreted in conjunction with the SRAS Guideline. |
| **ITT Process** | The process commencing on the issuing of this ITT and concluding when AEMO has notified each Tenderer that the process has concluded. |
| **ITT Rules** | The rules contained in Section B (ITT Rules) of this ITT. |
| **NEM** | National Electricity Market. |
| **NER** | National Electricity Rules. |
| **Network Delivery Components** | *Transmission system* or *distribution system facilities* and equipment located between (and including) the final *network connection point* associated with the SRAS Equipment, and the proposed Delivery Point, as nominated in Schedule 2 of the Tender Form. |
| **NSP** | *Network Service Provider*. |
| **Major Components** | Any connection assets operated by the NSP within between your facility and the nominated Delivery Point should be listed separately as SRAS Network Components.  Major components can include equipment that is needed or important to provide the technical capabilities as specified in Section 3.3 of the SRAS Guideline. This should include auxiliary supplies/services, protection equipment, transformers. |
| **Representatives** | In respect of a Tenderer includes its employees, agents, advisers, consultants, contractors and persons to whom it supplies this ITT or any other documents issued in relation to the ITT Process by AEMO. |
| **Service** | The SRAS proposed to be provided by the Tenderer, as described in Schedule 2 and or Schedule 6 of the Tender Form. |
| **SRAS** | *System restart ancillary service*, this could be either a black start service or restoration support service. |
| **SRAS Agreement** | The agreement to be entered into by a successful Tenderer for the provision of the Service to AEMO. A proposed form of SRAS Agreement is attached this ITT. |
| **SRAS Equipment** | The *generating unit(s)* and/or other *facilities* (excluding Network Delivery Components, but including any SRAS Third Party Assets) to be used by the Tenderer for the delivery of the Service, as nominated in Schedule 2 of the Tender Form. |
| **SRAS Guideline** | The *SRAS Guideline* *published* by AEMO under clause 3.11.7 of the NER. The current version was effectiveon 8 February 2021. |
| **SRAS Test** | An SRAS Test as defined in the SRAS Guideline, that meets the requirements of clause 4 and appendix A of the SRAS Guideline. |
| **SRAS Third Party Assets** | As defined in the SRAS Guideline and, if applicable, nominated in Schedule 2 of the Tender Form. |
| **Statement of Compliance** | The document contained in Schedule 1 of the Tender Form. |
| **System Restart Standard** | The *system restart standard* determined by the *Reliability Panel* in accordance with the NER. |
| **Tender** | The submission lodged by the Tenderer in response to this ITT. |
| **Tenderer** | A person in receipt of this ITT. |
| **Tender Form** | The document contained in **Section D**. |
| **TNSP** | *Transmission Network Service Provider*. |
| **TTHL** | Trip to house load |

1. ITT RULES
   1. Application

Participation in the ITT Process is subject to compliance with the rules contained in this **Section B (ITT Rules)**.

All persons (whether or not they submit a Tender) who obtain or receive this ITT may only use it, and the information contained in it, in compliance with the ITT Rules.

All Tenderers are deemed to accept and agree to comply with the ITT Rules.

The ITT Rules apply to:

1. this ITT and any other information given, received or made available in connection with this ITT , including any revisions or Addenda;
2. the ITT Process; and
3. any communications, including any presentations, meetings or negotiations, relating to this ITT or the ITT Process.
   1. Legal Status

This ITT is an invitation for persons to submit a Tender only. This ITT is not an offer capable of acceptance. This ITT must not be construed, interpreted, or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any person.

Neither this ITT, nor a Tender submitted by a Tenderer, has any contractual effect in relation to proceeding with the Services, and does not create any contractual, promissory, restitutionary or other rights to proceed with the Services.

AEMO is under no obligation to complete the process outlined in this ITT, or to proceed with the acquisition of any Services. AEMO may change the process or the description of the requirements outlined in this ITT by issuing an Addendum to Tenderers.

AEMO and its Representatives will not be liable for any costs, expenses, losses or damages incurred by Tenderers through considering this opportunity, submitting a Tender, or otherwise participating in the ITT Process.

* 1. Confidentiality of AEMO’S information

This ITT may contain confidential information about AEMO and its activities. It is provided solely to enable Tenderers to submit Tenders. Tenderers are not permitted to disclose or to use any such information contained in this ITT for any other purpose. Tenderers must take all reasonable steps (both physically and electronically) to protect the confidentiality of this ITT and all communications relating to it, including the Tenderer’s Tender.

* 1. Intellectual Property in ITT

Unless otherwise indicated in this ITT, AEMO owns such intellectual property rights as may exist in this ITT, including and any other documents provided to Tenderers by or on behalf of AEMO in connection with the ITT Process. Tenderers are permitted to use and copy this ITT and any other documents provided the sole purpose of preparing and submitting a Tender.

* 1. Others to be bound

A Tenderer must ensure that each Representative to whom it supplies this ITT, and any other documents issued in relation to the ITT Process, agrees to be bound by, and to comply with, the ITT Rules. The Tenderer acknowledges and agrees it is responsible for its Representative’s compliance with these ITT Rules and agrees to enforce these ITT Rules against its Representatives to prevent any breach or continuing breach, or as otherwise reasonably required by AEMO.

* 1. Conflict of interest

A Tenderer must not, and must ensure that its Representatives do not, place themselves in a position that may or does give rise to an actual, potential or perceived conflict of interest between AEMO and the Tenderer’s interests during the ITT Process. If an actual, potential or perceived conflict of interest arises, then the Tenderer must promptly notify AEMO and take any steps that AEMO reasonably requires to address the conflict of interest.

Without limiting the preceding paragraph, AEMO may, in its absolute discretion, decide not to evaluate (or continue to evaluate) a Tender if, AEMO believes that the Tender was prepared (in whole or in part) by a Representative of the Tenderer where that Representative was:

1. a Representative of, or otherwise engaged by, AEMO at any time during the 12 months immediately preceding the date of issue of the ITT;
2. Involved in the management of the ITT Process or preparation of the ITT at any time.

Before the Closing Date, a Tenderer may request permission to have a Representative described above contribute to or participate in the ITT Process and/or preparation of the Tenderer’s Tender. Where a Tenderer makes such a request, AEMO may, in its absolute discretion, at any time:

1. grant permission, whether with or without such conditions as AEMO thinks fit; or
2. refuse permission.
   1. No Warranty

Except to the extent required by law:

1. AEMO and its Representatives make no warranties or representations, express or implied, oral or written, about the accuracy, adequacy, currency or completeness of this ITT, or any other information provided or made available to Tenderers, including (without limitation) as part of the ITT Process;
2. AEMO and its Representatives make no warranty about whether (or in what form) the ITT will proceed; and
3. AEMO and its Representative do not accept responsibility, and will not be liable in any way for any costs, expenses, losses or damages of whatever kind (whether foreseeable or not) however arising (including, without limitation, by reason of negligence or default), incurred by any person in connection with this ITT , or any other information provided by AEMO in relation to the Services or the ITT Process, or in preparing any Tender.
   1. No representations

No representation made by or on behalf of AEMO or its Representatives in relation to this ITT or its subject matter will be binding on AEMO unless that representation is expressly incorporated into any contract(s) ultimately entered into between AEMO and a Tenderer.

* 1. Disqualification

In addition to any other remedies available to it under law or contract, AEMO may, at its absolute discretion, immediately disqualify a Tenderer from further participation in the ITT Process if AEMO believes that Tenderer has failed to comply with any component of the ITT Rules or this ITT

* 1. No publicity

Tenderers must not make any public or media announcement about this ITT or the outcome of this ITT without AEMO’s prior written permission.

* 1. Continuing obligations

The obligations of a Tenderer under these ITT Rules survive the termination or expiration of the ITT Process.

Communications during the ITT Process

* 1. Prohibited contact

Without first obtaining the written approval of AEMO, Tenderers must not, and must ensure that their Representatives do not:

1. contact, make any enquiry to or have any discussions (in any form, whether written, oral or otherwise) in relation to any aspect of the Services or its Tender with the Commonwealth Government, the State Government or any Local Government or any regulator or regulatory authority;
   1. Requests for further information

If Tenderers find any discrepancy, error, or have any doubt as to the meaning or completeness of this ITT, or require clarification on any aspect of it, they should notify the AEMO Contact in writing, not less than 7 days before the Closing Date. AEMO may issue an Addendum to all Tenderers clarifying the discrepancy, error, doubt, or query (as the case may be) and may, in its absolute discretion, extend the Closing Date.

AEMO reserves the right not to respond to any question or request, irrespective of when it is received.

No representation or explanation to Tenderers as to the meaning of this ITT, or as to anything to be done or not to be done by the proponent, will be taken to be included in this ITT unless it is contained in an Addendum.

All communications by Tenderers to AEMO about matters connected with this ITT must be made to the AEMO Contact unless otherwise authorised by the AEMO Contact.

Preparation of and submitting a Tender

* 1. Queries

If Tenderers find any discrepancy, error, or have any doubt as to the meaning or completeness of this ITT, or require clarification on any aspect of this ITT, they should notify the **AEMO Contact in writing, not less than 7 days before the Closing Date**. AEMO may issue an Addendum to all Tenderers clarifying the discrepancy, error, doubt, or query (as the case may be) and may extend the Closing Date if AEMO considers it appropriate in all the circumstances.

No representation or explanation to Tenderers in relation to this ITT is taken to be included in the ITT unless it is contained in an Addendum.

* 1. Submitting a Tender

A Tender constitutes an offer by the Tenderer to provide the Services, which is capable of acceptance by AEMO in accordance with the ITT Rules.

A Tender for black start services must meet the following requirements:

1. all applicable sections of the Tender must be completed in the form of **Section C (Tender Form)** and all applicable Schedules;
2. if the Schedules specify that additional documentation or evidence is required, it must be attached as specified;
3. the Tender must be dated and signed, and the person submitting the Tender must be authorised to do so on behalf of the Tenderer; and
4. all pricing data as required in Schedule 3 to the Tender Form must be included with the Tender;
5. a Tenderer must lodge a separate Tender Form for each Service offered. Services must be offered individually, not bundled;
6. additional documentation may be submitted with a Tender if, in the Tenderer’s opinion, it is necessary for a proper understanding of its Tender; and
7. if a Tenderer cannot comply with any requirement of the Tender Form or Schedules, this will not of itself exclude a Tenderer, but the Tenderer must specify in the Statement of Compliance the nature of, and reasons for, the non-compliance.

If a Tenderer is also submitting an expression of interest for restoration support services, the Tenderer must lodge a separate Schedule 6 for each support service it is interested in providing

All Tenders from the same Tenderer must be submitted in separate electronic files in PDF format, with an unsigned but otherwise identical version in Microsoft Word format (and Excel where applicable). Tenders must be electronically forwarded to SRAS.procurement@aemo.com.au (subject to file size limits[[1]](#footnote-2)). Note multiple emails are acceptable.

The Tender must remain open for acceptance by AEMO for at least the Validity Period.

AEMO may, at its absolute discretion, review and evaluate, or accept, or exclude late or non-conforming Tenders.

* 1. Price

All prices must be submitted in Australian dollars exclusive of GST. Tenderers will be aware that, as part of AEMO*’s* *settlements* process, charges will be grossed up for GST in accordance with clause 3.15.10A of the NER.

Tenderers must structure the price payable for the Service as follows:

1. **Availability charge**

The availability charge is payable when the *SRAS* is available to AEMO on the terms set out in the agreement governing the provision of *SRAS*. AEMO will pay an availability charge for each 30-minute period during which the *SRAS* is available, as defined in the SRAS Agreement.

The Tenderer must nominate, in Schedule 3 of the Tender Form, the Tenderer’s availability charge on a 30-minute basis.

1. **Usage charge**

The Tenderer must nominate, in Schedule 3 of the Tender Form, the value of the usage charge on a per Event basis. The Tenderer should note that AEMO will pay only one usage charge in any 24-hour period.

1. **Testing charge**

The Tenderer must nominate, in Schedule 3 of the Tender Form, the amount of the testing charge on a per test basis. For tender purposes, assume that up to two SRAS Tests will be conducted annually, on the conditions set out in the SRAS Guideline. Note that post maintenance tests will not be required until the contract has commenced.

1. **Variations based on contract duration**

The Tenderer should provide the preferred contract start date for either or both of 1 July 2024 and/or 1 July 2025. Additionally, Tenderers must provide at least one set of prices for a base contract duration of three years and/or five years, with potential extensions as described in the form of SRAS Agreement.

* 1. SRAS Agreement

AEMO’ proposed form of contract for the Services is set out in Schedule 5 (Proposed SRAS Agreement) to this ITT

Unless specifically requested in this ITT for one or more Services, Tenderers should not include their own standard or general conditions of contract with their Tenders. Tenderers who wish to seek changes to the proposed form of contract should provide a copy of the document showing the exact form of the requested change, tracked in Microsoft Word.

Tenderers will be taken to have accepted the contract in its current form in set out in Schedule 5 (Proposed SRAS Agreement) unless they include a tracked copy of the contract marked in this way.

AEMO has the right to offer to enter into an SRAS Agreement on amended terms if AEMO considers it necessary or appropriate in the circumstances.

AEMO requires the terms of the SRAS Agreement to be agreed and the document signed by the Tenderer within a reasonable period after AEMO notifies its acceptance of the Tender. AEMO reserves the right to reconsider other Tenders not previously selected if the SRAS Agreement is not signed by the Tenderer within a reasonable negotiation period.

* 1. Tenderers to perform own due diligence

By submitting a Tender, a Tenderer is taken to have:

1. read, understood and satisfied itself of the requirements of this ITT;
2. familiarised itself with the most recent SRAS Guideline, including the required technical capabilities and testing requirements for proposed SRAS;
3. made all reasonable enquiries, investigations and assessments of, and examined all information relevant to, the risks, contingencies, costs, procedures and other circumstances relating to the Services; and
4. satisfied itself as to the correctness and sufficiency of its Tender
5. sought its own legal and commercial advice on the contractual arrangements relating to the provision of the Services, including any tax and stamp duty implications; and
6. informed itself of all matters and things necessary for the proper performance of any resulting contract to the extent that no charge in excess of, or in addition to, the prices tendered will be claimed from AEMO;

This ITT does not constitute legal or business advice and should not be relied on as a substitute for obtaining detailed advice about the NEM, the NER, or any other applicable laws, procedures or policies

* 1. Third Party Arrangements

The Tenderer must have adequate documented arrangements in place with any third parties who own equipment that must be operated for the effective delivery and testing of the Service. Schedule 4 of the Tender Form must include a list of those third parties (including the relevant TNSP), and provide the requested information about the arrangements.

* 1. No reimbursement for costs of Tender

AEMO or its Representatives are not responsible for, and no Tenderer is entitled to be reimbursed for, any expense, liability or loss incurred in the preparation and submission of its Tender, including (without limitation) for any costs incurred in attending meetings with AEMO or providing any further clarification requested by AEMO.

* 1. No anti-competitive conduct

Tenderers must ensure that they (and their Representatives) do not:

1. without the prior written consent of AEMO discuss this ITT with any other person they know has received this ITT or might reasonably be expected to have received it; or
2. engage in any conduct that is designed to, or might have the effect of, lessening competition in the delivery of the supply to AEMO of the Services contemplated by this ITT.

For the avoidance of doubt, Tenderers must obtain the prior written approval of AEMO to discuss this ITT with other potential members of any consortium to deliver the Services for AEMO.

Subject to the above stipulations, it is not necessary for Tenderers to obtain AEMO’s prior written approval before discussing the delivery of the Services with potential sub-contractors, equipment suppliers or consultants, provided the potential sub-contractor, supplier or consultant complies with the requirements above.

* 1. No Improper Assistance or Inducements

Tenderers must not seek or accept the assistance of employees, contractors or consultants of AEMO in the preparation of their Tenders and must not make any offers or engage in any activities that are likely to be perceived as, or may have the effect of, influencing the outcomes of the ITT process. Tenderers must at all times comply with all applicable laws in relation to the offering of unlawful inducements in connection with their Tenders.

Next steps after Closing Date

* 1. Tender evaluation

AEMO’s assessment of Tenders may include, but is not limited to, an evaluation of the following matters as relevant to the provision of the Services (noting precedence does not imply a higher weighting):

1. the selection of SRAS for an electrical sub-network should be consistent with the SRAS Procurement Objective and the SRAS Guideline;
2. AEMO will seek, for each *electrical sub-network*, the Service or combination of Services representing the best longer term value for money in providing SRAS capability to meet the System Restart Standard for the *electrical sub-network*;
3. the Tenderer must be registered or intend to register with AEMO as a *Registered Participant*;
4. the Tenderer must be able to demonstrate, through testing, that the Service can be delivered as described in Schedule 2 to the Tender Form;
5. in selecting from Tenders that meet the criteria set out in paragraphs (b) to (d) above, AEMO will have regard to:
   * the prices at which the Service is offered;
   * commencement date and ongoing availability of Services;
   * the extent to which the offered Service exceeds the minimum requirements, including reliability requirements, for a primary restart service, or a secondary restart service, as the case may be;
   * compliance with ITT requirements;
   * the number, nature and impact of any requested changes to the proposed agreement;
   * qualitative and quantitative technical evaluation, including location, efficiency and technical capability of the facilities to deliver the Services;
   * Tenderer's capacity and resources, including its corporate credentials, personnel, financial stability, and operational expertise;
   * compliance with the NER;
   * value for money having regard to total cost and benefits of the Services over time;
   * evaluation of risk, potential liability and proposed contract terms and conditions;
   * any other factors AEMO considers to be relevant, including construct ability and project viability.

AEMO’s indicative timing for evaluation of Tenders and award of contracts is set out in section A.3. AEMO may change these times or steps, or stop or suspend the ITT process at any time.

AEMO may, in its absolute discretion, evaluate and accept Tenders that do not meet the criteria in this **Section B (ITT Rules)**, but AEMO is not obliged to do so.

* 1. Tenders commercial-in-confidence

AEMO will retain all Tenders. AEMO may copy and distribute Tenders for the purposes of evaluation. Tenders will be treated as confidential and will not be disclosed outside AEMO unless it is:

1. required by law, or in the course of legal proceedings;
2. for the purposes of liaising with a State Government and its professional advisers in connection with this ITT or the Services;
3. for the purposes of assessing the feasibility of any Tender with a relevant Network Service Provider;
4. requested by any regulatory or other government authority having jurisdiction over AEMO, or its activities; or
5. to AEMO’s external advisers, consultants or insurers,

in which case, the Tenderer is deemed to have accepted the disclosure by submitting a Tender.

* 1. Use of Tenders

Upon submission, all Tenders become the property of AEMO. Tenderers will retain all intellectual property rights contained in the Tender.

Notwithstanding the above, each Tenderer, by submission of their Tender, is deemed to have granted AEMO a licence to reproduce the whole, or any portion, of their Tender for the purposes of enabling AEMO to evaluate the Tender and to define its requirements for the Services and the content of any future ITT or other document describing or relating to the Services.

* 1. Clarification

If AEMO considers that a Tender is unclear in any respect, it may seek clarification or further information from any or all Tenderers at any time during the evaluation process. Failure to supply clarification to AEMO’s satisfaction may result in the disqualification of a Tender.

Tenderers may be required to attend meetings with AEMO at a time and place to be notified by the AEMO SRAS Project Manager to review and discuss any such matters.

AEMO has no obligation to seek clarification of any Tender, and reserves the right to disregard any information that it considers to be unclear.

* 1. Withdrawal of Tender

A Tenderer who wishes to withdraw a Tender must immediately notify AEMO of that fact. Upon receipt of such notification, AEMO will cease to consider that Tender.

* 1. Acceptance Of Tender

No Tender is taken to have been accepted by AEMO until notification of acceptance has been given in writing by AEMO to the Tenderer.

* 1. Options available to AEMO

After evaluation of all Tenders, AEMO may, without limiting other options available to it, do any of the following:

1. enter into pre-contractual negotiations with one or more Tenderers;
2. decide not to proceed further with the ITT Process or any other procurement for the Services; or
3. commence a new process for calling for responses on a similar or different basis to that outlined in this ITT.
   1. No obligation to shortlist Tenderers or enter into contract

Notwithstanding the outcome of any evaluation conducted in accordance with this ITT and without limiting any other rights AEMO may have, AEMO is under no obligation to shortlist any Tenderers or to enter into a contract with any shortlisted Tenderer or any other person.

Irrespective of whether AEMO shortlists any Tenderers, if AEMO decides not to enter into a contract in relation to any *SRAS*, AEMO may, subject to the NEL and NER, proceed with any alternative process to procure the Services.

* 1. Contract Execution

AEMO is not bound by the terms of any contract document and has no obligation to acquire the Services unless and until the contract is signed by an authorised officer of AEMO.

* 1. No obligation to debrief

AEMO is under no obligation to debrief any Tenderer as to AEMO’s evaluation of Tenders, or give any reason for the acceptance or non-acceptance of any Tender.

AEMO’s rights and governing law

* 1. AEMO’s rights

Notwithstanding anything else in this ITT, and without limiting its rights at law or otherwise, AEMO reserves the right, in its absolute discretion at any time, to:

1. cease to proceed with or suspend or vary the ITT Process;
2. alter the structure of, or vary or extend any time or date specified in, this ITT;
3. require additional information or clarification from any Tenderer or any other person or provide additional information or clarification;
4. negotiate with any one or more Tenderer and allow any Tenderer to alter its Tender;
5. call for new Tenders;
6. accept any Tender received after the Closing Date;
7. vary or supplement the ITT Rules or other aspects of the ITT;
8. reject any Tender that does not comply with the requirements of this ITT; and/ or
9. terminate the participation of any Tenderer or any other person in the ITT Process,

without giving reasons.

Where these ITT Rules contemplate AEMO consenting or approving to some act or thing, AEMO, in its absolute discretion, may withhold consent or approval or give its consent or approval subject to conditions at its absolute discretion.

* 1. Governing Law

This ITT and the ITT Process is governed by the laws applying in the State of Victoria.

Each Tenderer must comply with all relevant laws in preparing and lodging its Tender and in taking part in the ITT Process.

1. TENDER FORM

**Note: If the Tenderer is offering multiple Services using different SRAS sources, a separate Tender Form is required for each Service**

**To:** Ben Macey Operations Commercial Lead

Contact: SRAS.procurement@aemo.com.au

**SRAS TENDER**

**From:**

|  |  |  |
| --- | --- | --- |
| **Tenderer:** |  | |
| **ABN:** |  | |
| **Address:** |  | |
| **Contact Person:** | Name: |  |
|  | Title: |  |
|  | Telephone No: |  |
|  | E-mail: |  |

1. **Offer**

The Tenderer offers to provide the *SRAS* described in **Schedule 2** and/or expresses an interest to provide the Restoration Support Service described in **Schedule 6**[[2]](#footnote-3) in accordance with the requirements of the ITT as specified in the Statement of Compliance in **Schedule 1**. The Tenderer must ensure the PDF and Word (or Excel) versions of its Tender are identical[[3]](#footnote-4) and agrees that AEMO may rely on either version when evaluating this Tender.

1. **Agency/Joint Tender**

The Tenderer is/is not[[4]](#footnote-5) acting as agent or trustee for another person, or lodging a Tender jointly with other persons.

(If the Tenderer is acting as an agent or trustee, full details must be provided in this section)

1. **Service and Prices**

Should AEMO accept the Tenderer’s offer specified in **Schedule 2**, with such amendments as may be agreed between AEMO and the Tenderer, the Tenderer acknowledges that the Tenderer will deliver the Service specified in **Schedule 2** for the prices specified in **Schedule 3**.

1. **Arrangements with third parties**

The Tenderer has, or will have, all necessary arrangements in place with third parties to ensure the effective delivery and testing of the Service specified in **Schedule 2**, as specified in **Schedule 4.**

1. **Validity Period**

This Tender and the offer it contains will remain open for acceptance by AEMO for the Validity Period.

1. **SRAS Agreement**

**Delete one of the paragraphs below that is not required:**

The Tenderer provides in **Schedule 5** a copy of AEMO*’s* proposed SRAS Agreement with the Tenderer’s proposed changes in “track changes” mode.

**OR**

The Tenderer accepts AEMO’s proposed SRAS Agreement as provided.[[5]](#footnote-6)

1. **Addenda to ITT (only if Addenda received)**

In the preparation of its Tender, the Tenderer acknowledges having received the following Addenda, if any, to the ITT:

Addendum No. 1 Dated

Addendum No. 2 Dated

Addendum No. 3 Dated

**NOTE**: Capitalised terms in this Tender Form and Schedules are defined in the ITT; italicised terms are defined in the National Electricity Rules.

Dated this day of 2023

|  |  |  |
| --- | --- | --- |
| **EXECUTED** by ***[name of tenderer]*** by its duly appointed representative in the presence of: | )  )  ) |  |
| ..............................................................……..  Witness  ..............................................................……..  Name of witness (print) |  | ..............................................................……..  Authorised Officer  ..............................................................……..  Name of Authorised Officer (print)  ..............................................................……..  Title of Authorised Officer (print) |

SCHEDULE 1

**STATEMENT OF COMPLIANCE**

**Delete one of the paragraphs below that is not required:**

I *[Tenderer]* confirm that this Tender conforms in every respect with the ITT.

OR

I *[Tenderer]* confirm that this Tender does not conform with the ITT in the following ways:

1.

Tenderer's name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenderer's signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULE 2

**BLACK START SOURCE SERVICES**

# System Restart Ancillary Service

## Facilities

The *system restart ancillary service* will be provided as a black start source in the following manner and using the following *facilities*:

|  |  |
| --- | --- |
| **Delivery Point** |  |
| **Connection Point** |  |
| **SRAS Equipment** | Major components: |
| Other components: |
| SRAS Third Party Assets: |
| **Network Delivery Components** |  |

## Levels of Performance

The following are the expected levels of performance of the Service:

| Performance Requirement | Expected level of performance | |
| --- | --- | --- |
| Time to be ready to commence sending out electricity to the Delivery Point following an instruction to start or TTHL(as applicable) | minutes | |
| If applicable, additional time to initiate operations to prepare for sending out electricity after instruction or TTHL (as applicable) | [ ] minutes  [includes any time to mobilise additional resources. Specify if different times apply based on time of day or day type] | |
| The capability of the SRAS Equipment to export electricity to the Delivery Point (**Electricity Export Capability**) | MW | |
| **(This is required for energy storage assets only, not for thermal units.)**  The proposed reserved energy of the SRAS Equipment to export electricity to the Delivery Point during restart in MWh (**Reserved Energy**). | MWh | |
| Time to reach Electricity Export Capability once ready to commence sending out (i.e. ramping time) | minutes | |
| Maximum size of load block that can be supported by the SRAS Equipment if connected at the Delivery Point, while maintaining frequency and voltage within limits (**Contracted Load Block**) | MW | |
| Minimum MW ramp rate at a different loading levels of 30%, 60% and 90% or equivalent. | MW/s |
| Minimum loading of the machine in which the SRAS Equipment can continuously operate | MW |
| The maximum time the SRAS Equipment can operate below the minimum loading, for example when restarting from a system black event. | minutes |
| Can the SRAS Equipment soft energisation the transformer at PoC. | Yes/No |
| **For TTHL SRAS (in addition)** | | |
| Time SRAS Equipment can remain at house load following TTHL (i.e. without external *load*) | [ ] minutes | |
| Threshold for trip condition to be activated by sustained excessive high frequency | [ ] Hz for [ ] seconds | |
| Threshold for trip condition to be activated by sustained excessive low frequency | [ ] Hz for [ ] seconds | |
| Conditions and settings for loss of *synchronism* protection | [Specify all applicable conditions and settings] | |
| Threshold trip condition to be activated by rate of change of frequency | [ ] Hz/sec | |
| Threshold for trip condition to be activated by sustained excessive low voltage excursions at PoC. | [ ]kV for [ ]seconds | |
| Threshold for trip condition to be activated by sustained excessive high voltage excursions at PoC | [ ]kV for [ ]seconds | |

## 

## Minimum Availability and Individual Reliability

* 1. Availability and reliability parameters are to be specified in terms of each SRAS source configuration that can provide the Levels of Performance. As a minimum, the configuration that includes all SRAS Equipment must be defined. An example is provided in Appendix A.
  2. The table below sets out the Minimum Availability Requirement (as defined in the proposed SRAS Agreement) and SRAS equipment component reliability levels offered for each configuration.

| **Parameter** | **Configuration 1** | **Configuration 2** | **Configuration 3** |
| --- | --- | --- | --- |
| Description of Configuration |  |  |  |
| Percentage of trading intervals during which the SRAS Equipment configuration will be Available to deliver the Electricity Export Capability in any rolling 12-month period (incorporating expected Network Delivery Component availability). |  |  |  |
| Expected reliability of each major component of SRAS Equipment in each configuration (See Appendix A example: Component Reliability): List components and % expected reliability |  |  |  |
| Expected combined reliability of all major components of SRAS Equipment in each configuration (See Appendix A example: Point of failure calculation). List a single % for each configuration |  |  |  |

* 1. The following information must be provided to support assessment of SRAS Equipment Reliability:

| **Requirement** | **Description/Response** |
| --- | --- |
| Provide single line diagrams for each configuration of major equipment that constituting SRAS Equipment. As a minimum, the configuration that includes all SRAS Equipment must be defined |  |
| Provide planned maintenance schedule covering the components of SRAS Equipment in each configuration, for the next 24 months. |  |
| Where the SRAS Equipment is part of a *generating system,* is the Service (for each configuration) consistent with the current Local Black System Procedure (LBSP) applicable to the relevant *generating system*?[[6]](#footnote-7). | [*Delete inapplicable responses*]  Yes  No – updated LBSP attached  No – updated LBSP to be submitted to AEMO by [insert date] |
| Provide information about the nature and availability of any alternative fuel source for the SRAS Equipment. |  |
| With respect to any communications links between the power station site and locations from which SRAS units starting will be initiated:   * + - * 1. Does starting of SRAS Equipment rely on communications links e.g. is control centre remotely located from SRAS Equipment?         2. If yes to (a), identify any alternative communications paths that provide redundancy in case anyone link is unavailable         3. If yes to (a), identify major channels for each stage (if applicable) of these paths e.g. Path 1 - TNSP Operational Telephone Network; Path 2 - Telstra cellular network (x to y), the Optus Network (y to z). |  |
| Describe any primary plant upgrades within the last 3 years that may materially improve SRAS Equipment performance. Future upgrades to be included in the section 4 below. |  |
| Describe any protection and control system upgrades within the last 3 years that may materially improve SRAS Equipment performance. Future upgrades to be included in the section 4 below. |  |
| Provide a set of up to date *Power System Design Data Sheets* and *Power System Setting Data Sheets* (**Data Sheets**) containing **all** of the information relevant to the SRAS Equipment as well as that required for potential SRAS Providers. The current form of the Data Sheets is available at the link below.  Note that the Data Sheets have been recently updated.  <https://aemo.com.au/en/energy-systems/electricity/national-electricity-market-nem/system-operations/ancillary-services/system-restart-ancillary-services-guideline> |  |

## Augmentation and Construction

Complete if required.

The *system restart ancillary service* will be provided based on the Augmentation and/or construction as described below:

|  |  |
| --- | --- |
| **Summary** | Please provide a summary of the proposed project scope. |
| **Construction/augmentation schedule** | Please provide attached a detailed schedule from financial/contract close to operation start. |
| **Project partners, EPC, OEMs etc.** |  |
| **SRAS Equipment to be constructed** | Major components: |
| Other components: |
| SRAS Third Party Assets: |
| **Control system upgrades required** |  |
| **Network upgrades required** |  |
| **Communication upgrades required**  Refer to AEMOs SRAS communication protocol  <https://aemo.com.au/-/media/files/stakeholder_consultation/consultations/nem-consultations/2019/lbsp-amendments/system-restart-communications-protocol.pdf?la=en> |  |
| **Construction/augmentation risks** | Please provide attached a project risk assessment. |

Appendix A to Schedule 2



SCHEDULE 3

**PRICES**

The Tenderer offers the Service for the following charges.

**Note:** Additional tables should be inserted if the Tenderer wishes to offer alternative or discounted pricing for the Service based on alternative contract durations. While these will be considered non-conforming offers, they may nevertheless be reviewed and assessed by AEMO, at AEMO’s discretion:

**3 YEAR CONTRACT DURATION**

|  |  |
| --- | --- |
| Availability Charge (per 30-minute interval*)* | A$ |
| Usage Charge (per Event) | A$ |
| Testing Charge (per Test) | A$ |

**5 YEAR CONTRACT DURATION**

|  |  |
| --- | --- |
| Availability Charge (per 30-minute interval*)* | A$ |
| Usage Charge (per Event) | A$ |
| Testing Charge (per Test) | A$ |

**Contract operational start**

The Service is available and offered to be contracted from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (please provide the available start date, 1 July 2024 and/or 1 July 2025). While alternative start date offers will be considered non-conforming, they may nevertheless be reviewed and assessed by AEMO, at AEMO’s discretion.

**Notes:**

* The Availability Charge is payable for each 30-minute intervalthat the SRAS is capable of being provided at the nominated Delivery Point. Under the SRAS Agreement, the SRAS will not be available during periods when any part of the nominated SRAS Equipment or Network Delivery Components are out of service.
* *Trading interval* charges can be converted following the introduction of 5-minute settlement where necessary. Tender pricing should assume 30-minute intervals.
* The Testing Charge refers to the cost of conducting an SRAS Test, as defined in the SRAS Guideline. Note that an SRAS Test is required to demonstrate the ability of the SRAS to restart without external power and supply power to a de-energised part of the *transmission network*. This will require the participation of, as a minimum, the local *Transmission Network Service Provider*.

SCHEDULE 4

**THIRD PARTY ARRANGEMENTS & TESTING**

**Arrangements with NSPs**

Please provide the following information:

| **Requirement** | **Description/Response** |
| --- | --- |
| Describe the documented arrangements in place between the Tenderer and:   1. the TNSP at the Delivery Point 2. if applicable, any other NSP operating Network Delivery Components for the proposed Service,   to allow:   * The provision of the Service * Testing of the Service both for the procurement process and during the term of any subsequent SRAS Agreement |  |
| If there are no documented arrangements in place:   * Has the TNSP indicated its agreement to facilitate the provision of the service? * What process will the Tenderer follow to put documented arrangements in place (including timelines)? |  |

**Arrangements for SRAS Third Party Assets**

If the SRAS Equipment includes SRAS Third Party Assets, please provide the following information:

| **Requirement** | **Description/Response** |
| --- | --- |
| Describe the documented arrangements in place between the Tenderer and the owner(s) of the SRAS Third Party Assets to allow:   * The provision of the Service * Testing of the Service both for the procurement process and during the term of any subsequent SRAS Agreement |  |
| If there are no documented arrangements in place:   * Has the relevant asset owner(s) indicated agreement to facilitate the provision of the service? * What process will the Tenderer follow to put documented arrangements in place (including timelines)? |  |

**Testing information**

| **Requirement** | **Description/Response** |
| --- | --- |
| Is there a current Test Procedure that meets the requirements of the SRAS Guideline? Note these requirements include:  Test Procedure must be endorsed by the TNSP, any other relevant NSP and any owner of SRAS Third Party Assets, and identification of any differences between the test procedure and the process that would occur following a *major supply disruption*. | [*Delete inapplicable responses*]  Yes – copy attached  No – to be submitted to AEMO by [insert date] |
| Has the SRAS been successfully demonstrated by an SRAS Test within the 6 months prior to this procurement, as evidence by an SRAS test report?  If not state the approximate date proposed for SRAS Test before contract execution:  Award of any SRAS contract in subject to a satisfactory testing. |  |

SCHEDULE 5

**PROPOSED SRAS AGREEMENT**

A marked-up copy of the proposed SRAS Agreement is to be attached if the Tenderer proposes any changes. All changes must be marked up in track changes mode.

If no changes are proposed, do not attach a copy.

SCHEDULE 6

**RESTORATION SUPPORT SERVICE EXPRESSION OF INTEREST**

# System Restart Ancillary Service

The *system restart ancillary service* could be provided as a restoration support service using the following *facilities, this is a non-binding EOI*:

|  |  |
| --- | --- |
| **Summary** |  |
| **Delivery Point** |  |
| **Connection Point** |  |
| **SRAS Equipment** | Major components: |
| Other components: |
| SRAS Third Party Assets: |
| **Network Delivery Components** |  |

The *system restart ancillary service* could be provided as a restoration support service in the following manner:

|  |  |
| --- | --- |
| **Potential support service** | **Explanation of the capability as required, not all fields need to be completed.** |
| **Self start capability** |  |
| **Voltage/Reactive power control capability** |  |
| **Frequency control capability** |  |
| **Stabilising load** |  |
| **System strength capability** |  |
| **Required fault level for stable operation** |  |
| **The time required to provide the services as soon as it is energized from grid** |  |

The *system restart ancillary service* could be provided as a restoration support service given the following:

|  |  |
| --- | --- |
| **Desired contract length** | xx years |
| **Expected availability** | % |
| **Services can be supplied from the following date** |  |

1. AEMO’s incoming email size limit is 20MB. Tenderers will need to check their own limits on outgoing email. [↑](#footnote-ref-2)
2. Delete as appropriate. [↑](#footnote-ref-3)
3. Only the PDF version must be signed [↑](#footnote-ref-4)
4. Delete as appropriate. [↑](#footnote-ref-5)
5. Delete as appropriate. [↑](#footnote-ref-6)
6. Available at https://aemo.com.au/-/media/files/stakeholder\_consultation/consultations/nem-consultations/2019/lbsp-amendments/final-stage/generator\_lbsp\_template.docx?la=en&hash=9D0769FBC25C73A714F4414C8ACC0C59 [↑](#footnote-ref-7)