



Department of
**Energy and Economic
Diversification**

Kalgoorlie Vanadium Battery Energy Storage System

Expression of Interest: Stage Two
Proposal Guidelines

May 2026



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Overview of the Expression of Interest: Stage Two Process

The purpose of the Stage Two Proposal Guidelines is to provide information concerning the Kalgoorlie Vanadium Battery Energy Storage System (VBESS) Project and to assist prospective Proponents in deciding whether to submit a Proposal to Stage Two of the Expression of Interest (EOI) Process.

The Stage Two Proposal Guidelines have been compiled by the Department of Energy and Economic Diversification (DEED), which is administering the EOI Process on behalf of the State of Western Australia (the State Government). This includes evaluating Proposals for the delivery and operation of the VBESS Project and recommending a Preferred Proponent.

The Preferred Proponent may be offered up to \$150 million in financial support for the VBESS Project, subject to the successful negotiation and execution of a Funding Agreement by the Proponent and the Minister for State Development under the *Industry and Technology Development Act 1998* (WA) (ITD Act). The EOI Process is not a procurement process for the purposes of the *Procurement Act 2020* (WA) or the Western Australian Procurement Rules.

DEED has established a structured and transparent process, from the release of the Stage Two Proposal Guidelines to the appointment of the Preferred Proponent, as illustrated in Figure 1.

Figure 1: Stage Two Process Overview



Part A – General Information

1 Introduction

1.1 Background

Kalgoorlie and the Eastern Goldfields make a significant contribution to the economy of Western Australia (WA), accounting for around \$19 billion of economic output annually. This contribution is expected to grow as the region evolves into a globally significant hub for critical minerals, including nickel, lithium and rare earth elements.

Reflecting WA's energy transition, decarbonising the Eastern Goldfields will require investment in renewable energy supply. This needs to occur while enhancing the reliability of electricity infrastructure to support current and future economic activity. Long duration energy storage (LDES) is a critical enabler to manage intermittency of renewable energy supply, provide support for power supply disruptions and manage grid stability impacted by a reliance on inverter-based resources.

To further this vision, the State Government committed \$150 million at the 2025 State Election towards installing Australia's first utility-scale vanadium flow battery (VFB) energy storage system in Kalgoorlie with a capacity of 50 megawatts (MW)/ 500 megawatt hours (MWh), targeted for operation by 2029.

1.2 Expression of Interest: Stage One

In November 2025, the State Government released the EOI Stage One to undertake market sounding. Information provided by Stage One Respondents supported DEED to identify and understand capabilities in the market to deliver the VBESS Project and meet the State Government's objectives.

Stage One Responses confirmed strong interest in delivering the VBESS Project, including from established organisations with experience in utility-scale VFB deployments. Approaches to the supply chain were varied but generally supported developing local capability. Stage One Responses have informed DEED's preparation for Stage Two.

1.3 Expression of Interest: Stage Two

The purpose of the EOI Stage Two is to:

- (a) invite prospective Proponents to submit Proposals;
- (b) provide details and information concerning the VBESS Project to prospective Proponents; and

- (c) set out the:
 - (i) information to be included in Proposals;
 - (ii) process for submitting Proposals;
 - (iii) process for evaluating Proposals; and
 - (iv) the terms and conditions applicable to participation in the EOI Process (see the EOI Conditions at Section 7).

Proponents must submit Proposals in accordance with the Stage Two Proposal Guidelines.

Any discussions between Respondents and DEED before or during Stage One should not be treated as reliable for the purposes of participating in Stage Two. Only information included in the Stage Two Proposal Guidelines should be relied upon for preparing a Stage Two Proposal.

Stage Two Proponents who participated in Stage One will not have an advantage in evaluation over those who did not and Stage One Responses will not be considered in the evaluation of Stage Two Proposals. Similarly, Proponents do not need to have submitted a Response to Stage One to submit a Proposal to Stage Two.

Stage Two Proponents must ensure that all relevant content is included in Stage Two Proposals and must not cross-reference their Stage One Responses (if applicable).

2 Project Objectives and Proposition to Market

2.1 Project Objectives

The State Government's proposed financial support of up to \$150 million for the VBESS Project seeks to achieve the following three (3) primary objectives:

- (1) reinforce power system security and reliability in Kalgoorlie and the Eastern Goldfields;
- (2) support the adoption of LDES technologies in WA; and
- (3) catalyse the development of a local vanadium industry.

Achieving these objectives depends on successfully delivering the VBESS Project. Successful delivery will require proven capability across all stages of the delivery process, and addressing key risks across the development, financing, procurement, construction, grid integration and operation of the VBESS Project. A commercially viable VBESS will serve the requirements of Kalgoorlie and the South West Interconnected System (SWIS), provide a model for future adoption of LDES technologies in WA and support demand for local vanadium products.

The State Government aims to catalyse growth in WA's emerging vanadium industry by creating opportunities across the supply chain. This reflects that WA hosts some of the world's largest vanadium deposits and is recognised as a tier one mining jurisdiction. Relevant initiatives by the State Government to support WA's vanadium industry include:

- the *Battery and Critical Minerals Strategy 2024-30* which identifies vanadium extraction and processing as priority sectors of development for WA's economic diversification;
- the Made in WA plan which includes investment in battery and advanced manufacturing as well as significant funding for skills development to support clean energy projects; and
- reducing applicable royalties on vanadium products from 5 per cent to 2.5 per cent.

The State Government is also focused on ensuring communities can realise meaningful and lasting benefits from the energy transition. The economic opportunities from infrastructure investment should support local employment, new industries and improved service quality. Importantly, these benefits should extend to Traditional Owners and Aboriginal Peoples through participation and partnership opportunities.

2.2 Proposition to Market

2.2.1 State Government Role

The Preferred Proponent may be offered up to **\$150 million in financial support**, subject to entry into a Funding Agreement with the Minister for State Development. Payments will be structured and negotiated on an agreed basis such as the achievement of certain milestones or outcomes. The financial support will be administered in accordance with the ITD Act and subject to the terms and conditions of the Funding Agreement.

The Preferred Proponent will be offered the following facilitation support:

- **Land assembly and access:** Where Proposals identify Strategic Industrial Areas or General Industrial Areas administered by DevelopmentWA as the preferred location for the VBESS Project, DEED will support the Preferred Proponent's initial engagement with relevant Government agencies. DEED notes that responsibility for any commercial arrangements relating to land access and tenure will remain with the Preferred Proponent and will be subject to the agreement of the relevant Government agency.
- **Project facilitation:** DEED will provide project facilitation services to the Preferred Proponent to assist it in navigating the relevant State and Commonwealth Government processes required for the VBESS Project. This may include coordination of regulatory approvals and facilitation of engagement with other relevant government agencies. Responsibility for completing approval documentation, obtaining approvals, complying with applicable requirements, and delivering the VBESS Project will remain with the Preferred Proponent.

2.2.2 Proponent Role

The Preferred Proponent will be responsible for the following:

- **Delivery of the VBESS Project** involving the delivery of a 50 MW/500 MWh battery energy storage system utilising VFB technology in the Kalgoorlie region, including design, construction, commissioning and operation, with a target commercial operation date of 2029.
- **Ownership of the VBESS Project**, including responsibility for ongoing operation, with any proposed changes in ownership or control to be clearly disclosed, noting that the State Government will not own or operate the VBESS Project.
- **Land access** through identification and securing of all necessary land and tenure required for the VBESS Project.
- **Regulatory approvals** obtaining all necessary planning, environmental, heritage and any other approvals required to deliver the VBESS Project.

- **Delivery model** demonstrating an appropriate commercial and delivery approach that demonstrates the Proponent's ability to design, procure, construct, commission, own and operate the VBESS Project, including any subcontracting arrangements or partnership arrangements.
- **Financing and funding arrangements**, including securing and maintaining all required equity and debt financing to reach financial close and deliver the VBESS Project, with any State Government financial support applied in accordance with the Funding Agreement.
- **Grid connection activities**, including all costs and approvals required to secure grid connection, progressing network access offer contracts with Western Power and meeting Generator Performance Standards.
- **Wholesale Electricity Market (WEM) participation**, including obtaining all required registrations and approvals to participate in the WEM, receiving Capacity Credits assigned through the Reserve Capacity Mechanism and trading in the Real-Time Market.
- **Risk allocation** to consider and manage all planning, design, implementation and operational risks associated with the VBESS Project.
- **Operations, maintenance and safety** to ensure the VBESS Project is operated and maintained safely and reliably over its life.
- **Local content and broader outcomes** through demonstrating and reporting local participation and support for the development of the vanadium supply chain.
- **Transparency** through provision of information reasonably required by the State Government to support due diligence, contracting and ongoing assurance.

3 Submission Process

3.1 Industry Briefing

Proponents are strongly encouraged to attend the non-mandatory industry briefing, to be hosted by DEED and held online via Microsoft Teams on the following date and time:

Date: Monday, 8 June 2026

Time: 3:00 pm (AWST)

Proponents can register their attendance through the link provided on DEED's website. If a Proponent is unable to attend or wishes to review the content of the briefing, a recording of the event along with any presentation material will be posted on DEED's website.

Proponents are requested to provide any questions in advance by **5:00 pm (AWST) on Tuesday, 2 June 2026** via email to the nominated contact specified in Section 3.6. Questions will also be accepted during the Industry Briefing using the Microsoft Teams Q&A feature. In both cases, DEED will review questions to ensure that no information which could be considered commercial-in-confidence is provided to Proponents during the briefing.

3.2 Enquiries

Proponents may submit enquiries regarding the EOI Process in accordance with the EOI Conditions.

Enquiries, other than requests for advice on submitting Proposals, must be submitted by **5:00 pm (AWST) on Monday, 13 July 2026** (7 business days before the Closing Date and Time). This provides DEED with adequate time to respond and adequate time for Proponents to consider that information prior to the Closing Date and Time.

Subject to the EOI Conditions, DEED may share enquiries and responses via Addendum to Proponents.

3.3 Submission Closing Date and Time

Proponents must submit Proposals by **4:00 pm (AWST) on Monday, 20 July 2026** via email to VBESS@deed.wa.gov.au.

3.4 Timeline

Table 3-1 sets out the key milestones of Stage Two:

Table 3-1: Indicative Stage Two Timeline

Stage Two Milestone	Date
EOI opens	26 May 2026
Industry briefing	3:00 pm (AWST) 8 June 2026
Proponent questions/clarifications	26 May 2026 to 13 July 2026
Closing date and time for submitting Proposals	4:00 pm (AWST) 20 July 2026
Preferred Proponent selection process	July 2026 onwards
Shortlisted Proponents identified	August 2026
Preferred Proponent announced	To be advised
Negotiation with Preferred Proponent	To be advised

3.5 Probity

An independent probity advisor has been appointed by DEED to provide oversight and ensure the robustness of the evaluation of Stage Two Proposals, ensuring Proponents receive ethical, honest and fair treatment during the EOI Process.

3.6 Contact Us

Proponents can contact Clint Brimson via email if they have any questions or would like to discuss any aspect of this EOI Process.

Name: Clint Brimson

Title: Director, Commercial, Energy Policy WA

Email: VBESS@deed.wa.gov.au

4 Selection Process

In evaluating Proposals, DEED and the Panel (as applicable) will:

- consider information provided by Proponents in accordance with Section 9;
- assess Proposals against the Eligibility Criteria (see Section 5.2);
- evaluate eligible Proposals against the Evaluation Criteria (see Section 5.3) to identify a shortlist of one or more Proponents;
- consider any information or clarification obtained from shortlisted Proponents, including through requests for further information and clarification, probity checks (carried out in accordance with clause 7.14.2 of the EOI Conditions) and, where conducted, presentations or interviews;
- consider information obtained from shortlisted Proponents while undertaking financial due diligence reviews; and
- consider the extent to which the Proposal:
 - is clear and comprehensive;
 - contains all the information required by the Proposal Guidelines; and
 - responds appropriately to each of the Evaluation Criteria.

In addition, DEED and the Panel (as applicable) may consider any other information available to it concerning the Proponent or its Proposal, exclusive of information included in Stage One Responses, or in previous meetings or interactions with the State Government concerning the VBESS Project.

In evaluating Proposals and identifying a shortlist of Proponents or a Preferred Proponent, DEED and the Panel (as applicable) are not required to select Proponents based solely on their overall weighted score and may consider the relative performance across different Evaluation Criteria, the clarity and quality of the Proposals, and any other relevant information, to identify the Proponent(s) best placed to proceed.

DEED and the Panel (as applicable) may exercise its discretions under clause 7.5.2 of the EOI Conditions to reject or refuse or cease to consider a Proposal.

DEED may also engage external consultants and advisors to assist in the selection process.

4.1 Initial Evaluation and Shortlisting

All Proposals will be assessed against the Eligibility Criteria, and eligible Proposals will be evaluated against the Evaluation Criteria to determine a shortlist. The shortlist will be presented to a Panel of senior State Government representatives for review and

endorsement. DEED reserves the right to shortlist or reject any Proposal in its sole and absolute discretion.

4.2 Shortlist Evaluation

Shortlisted Proponents will proceed to a more detailed evaluation phase, as follows:

- **Interviews and Presentations:** Shortlisted Proponents may be invited to a structured interview with DEED and the Panel. This is an opportunity for Proponents to present their Proposals and for the State Government to seek clarification on key aspects of their Proposals, including the delivery approach, value proposition, and broader economic outcomes. The State Government reserves the right not to conduct interviews if all necessary information has already been gathered.
- **Financial Due Diligence:** The State Government will conduct a due diligence review of each shortlisted Proponent's financial capacity and capability. This will require Proponents to provide audited financial statements and other declarations as specified in the Eligibility Criteria.
- **Other Due Diligence:** Shortlisted Proponents may be requested to provide additional information as required by the State Government.
- **Probity Checks:** The State Government may undertake probity checks on shortlisted Proponents which may include:
 - investigations into their commercial structure, business and credit history;
 - prior contract compliance in respect of other projects;
 - police checks or any checks for any criminal records or pending charges; and
 - research into any activity that is or might reasonably be expected to be the subject of regulatory investigation.

Any engagement during this phase does not constitute negotiation or create any obligation on the State Government to select, negotiate with, or enter into any arrangement with any shortlisted Proponent.

4.3 Preferred Proponent Selection

Following completion of evaluation activities, the Panel (supported by DEED) may recommend a Preferred Proponent based on overall alignment with the Evaluation Criteria, informed by the submitted Proposals, interviews, presentations, due diligence outcomes, probity checks and any other information available to it concerning the Proponent or its Proposal.

This recommendation will assist the State Government to select the Preferred Proponent to progress to negotiations for the Funding Agreement. Negotiations with the Preferred Proponent will determine the terms and conditions for the State Government's financial support of up to \$150 million, including the basis for any payments and the conditions (including approvals) that must be satisfied before funding is committed.

Selection as a Preferred Proponent does not confer any rights on a Preferred Proponent. The EOI Conditions, as set out in Section 7, continue to apply until such a time that a Funding Agreement is entered into.

5 Proposal Requirements, Eligibility and Evaluation Criteria

5.1 Returnable Information

To submit a valid Proposal, Proponents must complete and return all schedules contained in Part B – Returnable Information. A Proposal will not be considered for evaluation unless all required schedules have been completed and returned.

5.2 Eligibility Criteria

All Proposals must satisfy the Eligibility Criteria before progressing to evaluation. Failure to meet one or more of the Eligibility Criteria will make the Proposal ineligible for evaluation.

The Eligibility Criteria are listed in Section 9.4, which address:

- **VBESS Specification – Power Delivered:** The Proponent must confirm that the proposed VBESS Project will have a capacity of 50 MW/500 MWh, at the Point of Connection (PoC) to the grid.
- **State Government Funding Limit:** The Proponent must confirm that the Proposal is not dependent on financial support from the State Government greater than \$150 million for delivery of the VBESS Project.
- **VBESS Specification – Grid Forming Capability:** The Proposal must confirm that the proposed VBESS Project can deliver grid-forming services.
- **Relevant Documentation:** The Proponent must provide the State Government with sufficient documentation to facilitate evaluation of its Stage Two Proposal.
- **Financial Capacity and Capability:** The Proponent must confirm sufficient financial capacity to deliver the VBESS Project, including provision of financial and compliance documentation as part of the due diligence process.
- **General Compliance Requirements:** The Proponent must confirm compliance with all applicable legal, regulatory and probity requirements associated with participation in the EOI Process.

5.3 Evaluation Criteria

Proposals that satisfy all Eligibility Criteria will proceed to evaluation. The Evaluation Criteria have been assigned weightings (expressed in percentage terms), which indicate the relative importance of each criterion for the qualitative evaluation of Proposals.

Table 5-1 provides an overview of the Evaluation Criteria and weightings.

Table 5-1: Evaluation Criteria Overview

Criteria	Description	Weighting
1. VBESS Implementation Certainty	Ability of the Proponent to design, build and commission the VBESS Project by 2029 with an operating capacity of 50MW/500MWh. A. Certainty of delivery B. Robustness of the implementation plan C. Capability and capacity of Proponent	30%
2. VBESS Operational Sustainability	Ability of the Proponent to deliver sustainable ongoing operation of the VBESS Project once constructed. A. Operating model and capability B. Appropriateness of technology solution C. Financial sustainability	20%
3. Commercial Attractiveness	Extent to which the Proponent provides a compelling commercial offer to the State Government. A. Funding need and project returns B. Extent of other non-financial supports	20%
4. Made in WA and Broader Outcomes	Extent to which the Proponent supports and aligns with the State Government’s Made in WA plan and broader objectives for the VBESS Project for: A. Economy, community and local industry B. Vanadium supply chain	30%

Proposal requirements for the Evaluation Criteria are described below. These requirements should be addressed by Proponents in Part B – Returnable Information.

5.3.1 VBESS Implementation Certainty

1. VBESS IMPLEMENTATION CERTAINTY (30%)

Ability to design, build and commission the VBESS Project by 2029 with an operating capacity of 50MW/500MWh

1A. Certainty of delivery

The State Government's objective is for the 50 MW/500 MWh VBESS Project to commence commercial operations in 2029.

In responding to this Evaluation Criterion, the Proponent must provide:

- a written response that demonstrates the level of confidence the Proponent has in its ability to deliver an operating VBESS, including:
 - describing to what extent the State's capacity and timing objectives for the VBESS Project will be met;
 - if the Proponent believes the State's target date is not achievable, the Proponent should describe its rationale and the basis for its project milestones;
 - consideration of location, size and footprint of the facility, and appropriate real estate and land tenure necessary to deliver the VBESS Project;
 - consideration of the relevant planning, land-use, environmental and safety frameworks necessary to deliver the VBESS Project, including any Native Title requirements;
 - an understanding of the various approvals pathways necessary to deliver the VBESS Project;
 - description of the Proponent's ability to connect the VBESS to the SWIS;
 - certainty of sourcing the required inputs, equipment and supplies necessary for the VBESS Project (noting reference to Evaluation Criterion 4B);
 - details of the proposed governance model for the delivery of the VBESS Project (with clarity on the Proponent and where the Proponent comprises of a group, each Proponent Member and other key stakeholders and advisors); and
 - details of the funding and financing approach to reach financial close on the VBESS Project;
- a written response that details the key risks to successful delivery of the VBESS Project and how the Proponent intends to mitigate and manage those risks; and
- any supporting documents that are relevant to this response, including:

- where available, evidence of key commercial arrangements and commitments (e.g., Memorandum of Understanding (MOU)), Heads of Agreement (HOA)), conditional contracts, preferred supplier letters) for land, real estate, equipment, supplies or commercial relationships;
- an approval and permitting register (or similar) showing required approvals, regulators, status and critical path for land, construction and commissioning of the VBESS Project;
- where available, grid connection assessment documentation (e.g., consultant studies, correspondence with Western Power, application status and enquiry/feasibility study outcomes where relevant);
- where available, evidence of funding and financing sources (e.g., letters of support, term sheets, Board approvals, investment committee minutes, funding strategy);
- a project risk register with mitigations and explanations of how risks are monitored and managed; and
- where the documentation is related to other Evaluation Criteria (e.g., 1B or 1C), please refer to the relevant section of the Proposal or appendix/attachment.

1B. Robustness of the implementation plan

The level of detail and planning outlined in a Proponent's submission provides the State Government with greater confidence that the Proponent understands the VBESS Project's complexity and can effectively coordinate delivery across all relevant parties.

In responding to this Evaluation Criterion, the Proponent must provide:

- a detailed written description of how and when the VBESS Project will be delivered, including:
 - a summary of the key steps, activities and timings required to deliver the VBESS Project;
 - identification of the critical path required to deliver the VBESS Project;
 - a summary of the governance arrangements and delivery model that the Proponent will employ across the various stages of the VBESS Project; and
 - where there are gaps in the current plans, an explanation of how and when the Proponent will address these gaps;
- a written response to the following scenario:
 - **Scenario:** outline the process for the VBESS Project to receive an Electricity Transfer Access Contract with Western Power and Approval to Generate

Notification in accordance with Electricity System and Market Rules, including demonstrating how the development schedule addresses requirements and timing for Western Power's grid connection process. The response should also address how compliance with Generator Performance Standards influences selection and procurement for key suppliers and equipment (such as the Power Conversion System (PCS)); and

- any supporting documents that are relevant to this response, including at a minimum:
 - an integrated project delivery plan (outlining approvals and permits as well as development, delivery and ownership models);
 - a project schedule (e.g., a Gantt chart or similar) showing milestones, critical path and contingencies;
 - a procurement strategy and contracting summary; and
 - organisation charts or project governance arrangements that detail and clarify roles, responsibilities and interfaces between all key entities (e.g., where the Proponent comprises of a group, each Proponent Member, Engineering Procurement and Construction (EPCs) contractors, Original Equipment Manufacturers (OEMs), operators).

1C. Capability and capacity of Proponent

The State Government requires a level of assurance that the Proponent has the necessary experience, resources, and track record to successfully deliver the VBESS Project.

In responding to this Evaluation Criterion, the Proponent must provide:

- a detailed written description of the Proponent's capability and capacity, including:
 - a summary of the Proponent's experience delivering energy projects, preferably:
 - projects that connect to the SWIS;
 - VFB or comparable grid-scale storage projects of similar or greater size and complexity; and
 - in the absence of SWIS projects, demonstration of Australian projects (in the National Electricity Market (NEM) or off-grid) or demonstration of international experience;
 - a summary of the key personnel and leadership involved in delivering the VBESS Project;

- a description of how the Proponent will ensure there are sufficient resources available to successfully deliver the VBESS Project; and
- a summary of the qualifications and track record of key personnel delivering similar asset classes, with clear evidence of current capacity and resourcing.
- two (2) detailed Case Studies indicating successful delivery of energy storage or other relevant projects of similar scale and complexity to the VBESS Project; and
- any supporting documents that are relevant to this response, and should include at a minimum:
 - additional relevant case studies for comparable projects completed by the Proponent;
 - resumes or role summaries for key personnel and leadership; and
 - a referee for each of the detailed Case Studies provided in the response. The referees provided should be willing to be contacted by the State Government to verify the referee information provided. It is not acceptable to state that referees will be provided at a later stage. For each referee please provide:
 - referee's name and position;
 - company name;
 - contact telephone number;
 - email address; and
 - relationship to Proponent.

5.3.2 VBESS Operational Sustainability

2. VBESS OPERATIONAL SUSTAINABILITY (20%)

Ability of the Proponent to deliver sustainable ongoing operation of the VBESS Project once constructed

2A. Operating model and capability

The State Government's funding is to support the establishment of the VBESS Project which must be operated safely, reliably and efficiently throughout its life, with clear accountability and robust Operations and Maintenance (O&M) arrangements.

In responding to this Evaluation Criterion, the Proponent must provide:

- a detailed description of the proposed operating model for the VBESS, including:
 - the rationale for the proposed operating model (e.g., where O&M is delivered in-house, outsourced or via a hybrid model);
 - if an outsourced or hybrid model is proposed and no party has been identified, a summary of the procurement process and key contractual arrangements with O&M providers;
 - how roles and responsibilities are allocated between the Proponent (including where the Proponent comprises of a group, between each Proponent Member, if applicable), OEMs and service providers during the operating phase of the VBESS Project;
 - a summary of the Proponent's experience operating energy storage projects, preferably:
 - projects within the SWIS;
 - VFB or comparable grid-scale storage projects of similar or greater size and complexity; and
 - in the absence of SWIS projects, demonstration of Australian projects (in the NEM or off-grid) or demonstration of international experience;
 - an overview of the proposed governance, staffing and capability for operations. Proponents should identify the specific entities that are responsible for ownership, WEM participation and O&M;
- key risks to operating the VBESS and how the Proponent intends to mitigate and manage those risks. These risks may include key operational roles, required skills, training, managing 24/7 operations, and how incident response will be managed;

- two (2) detailed Case Studies of operating energy storage or other relevant projects of similar scale and complexity to the VBESS Project; and
- any supporting documents that are relevant to this response, and should include at a minimum:
 - an O&M model description, including organisational structure, roles and responsibilities;
 - relevant O&M plans, including maintenance schedules, safety management framework, asset monitoring approach and performance reporting processes;
 - where available, evidence of commercial relationships for operating the VBESS (e.g., relevant contracts, term sheets or MOUs with OEMs and service providers); and
 - a description of the key operating risk register with mitigations and explanations of how risks are monitored and managed.

2B. Appropriateness of technology solution

As a long-term solution to support power system security and reliability, the proposed technology must be suitable for the VBESS Project.

In responding to this Evaluation Criterion, the Proponent must provide:

- a detailed description of the Proponent's proposed technology solution, including:
 - a summary of the technical capability of the selected VFB systems, PCS technology, and any other relevant equipment;
 - a summary of how the selection of these technologies aligns to the State Government's objective of supporting power system security and reliability;
 - an explanation of how the VBESS design accounts for conversion and auxiliary losses to demonstrate that the maximum sent-out AC power for the VBESS is at least 50 MW at the PoC;
 - an explanation of nameplate VBESS storage capacity and usable sent-out AC capacity (in MWh per daily cycle), including degradation over the expected life;
 - preliminary layout and plant footprint for the VBESS system that is reasonably sized and designed with safety and ease of O&M considered;
 - cost estimate of the VBESS Project; and
 - a summary of previous projects completed by suppliers or project partners using the relevant VFB or PCS technologies;

- a written response to the following Scenario:
 - **Scenario:** the Eastern Goldfields region might experience an unplanned weather-related network outage impacting the 220-kilovolt transmission connection to the SWIS which leaves the region islanded. Outline the key considerations and constraints determining how the VBESS will respond and operate to support the local network during the outage, including how it might complement thermal generation; and
- any supporting documents that are relevant to this response, including:
 - where available, VFB and PCS specification sheets;
 - where available, reports, feasibility, modelling or other materials for the proposed technology choices, including VFB Round-trip Efficiency (RTE), total DC-AC Balance of Plant (BOP) efficiency and VBESS design;
 - where available, design reports that include plant layout indicating relevant equipment placement, design philosophy, and total footprint size;
 - details of relevant projects completed by suppliers or project partners using the relevant VFB or PCS technologies; and
 - where available, quantity surveyor, cost estimator, or other reports supporting the cost estimates for the VBESS Project.

2C. Financial sustainability

The State Government requires confidence that the VBESS Project has the potential to generate sufficient revenues to meet all financial obligations over its operating life.

In responding to this Evaluation Criterion, the Proponent must provide:

- a detailed description of the forecast ability of the VBESS Project to be financially sustainable, including:
 - a summary of project financials that provides details on the capital expenditure, operating expenditure and revenues for the VBESS Project;
 - details on revenue source assumptions. This should include commentary on the expected probability of securing revenues, the key risks associated with securing the revenue, and how the Proponent proposes to address any remaining revenue gap;
 - supporting evidence for assumptions regarding contracted prices and revenue, including engagement with potential counterparties and value relative to the WEM or alternative supply options;

- details on assumptions for grid import costs for charging, considering dependency on daily import volumes and market prices subject to the export profile for storage capacity (accounting for RTE);
- details on assumptions for forecast operating and maintenance costs, network charges and market fees; and
- an explanation of the reasonableness of assumptions and inputs; and
- any supporting documents that are relevant to this response, including:
 - where available, a document capturing the key assumptions used in the financial model;
 - where available, data for forecast annual utilisation of the facility considering typical interval-level profiles for exports and imports aligned to WEM outcomes or localised requirements and constraints;
 - where available, the financial model underpinning the response. Where there are limitations on functionality (e.g., embedded macros, hard-coded numbers, scenario model) these should be clearly stated; and
 - evidence of demonstrated commercial performance for comparable projects, including participation in the WEM or NEM or off-grid projects with battery energy storage systems.

5.3.3 Commercial Attractiveness

3. COMMERCIAL ATTRACTIVENESS (20%)

Extent to which the Proponent provides a compelling commercial offer to the State Government

3A. Funding need and project returns

The State Government must prudently utilise public funds. Accordingly, it needs to be confident that any financial support committed towards the establishment of the VBESS Project addresses a project/market need and allows a reasonable return to the private sector.

In responding to this Evaluation Criterion, the Proponent must provide:

- a detailed description of the basis and rationale of the funding requested from the State Government, including:
 - details of how the State Government's \$150 million funding commitment will be allocated, including any division between the VBESS Project or other elements of the supply chain;
 - an explanation of why the Proponent's project would not be feasible without the State Government's \$150 million funding commitment, and what specific risks or shortfalls the funding addresses;
 - a summary of the expected project and equity returns (including NPV and IRR) for the Proponent (or other relevant parties) as a result of the VBESS Project, with and without the State's funding;
 - an overview of the pathway and steps to financing the VBESS Project and, where relevant, a description of the impact of the State's funding to support crowding in of investment. This should consider the needs of other sources of grants, equity investors and debt providers, including consideration of the need for participation in the Reserve Capacity Mechanism and Real-time Market (including energy and Frequency Co-optimised Essential System Services);
 - clarity on the Proponent's proposed timing/milestones to access the State's funding (noting that this is subject to consideration and approval by the State) and the rationale for the requirements at each milestone; and
 - an explanation of the key commercial constraints or viability gaps preventing the VBESS Project from proceeding on a fully commercial basis;
- any supporting documents that are relevant to this response:
 - sources and use of funds statement, including how the \$150 million funding is allocated;

- where available, the financial model underpinning the response. Where there are limitations on functionality (e.g., embedded macros, hard-coding of numbers, scenario model functionality) these should be clearly stated;
- where available, evidence of key commercial arrangements and commitments (e.g., letters of support, term sheets or indicative financing agreements from equity providers, lenders or funding bodies); and
- where relevant, evidence of grant applications or engagement with other funding programs (e.g., the Australian Renewable Energy Agency, the Clean Energy Finance Corporation).

3B. Extent of other non-financial support

The State Government has committed to providing up to \$150 million to support the establishment of the VBESS and does not expect to provide any further financial support or commitments.

In responding to this Evaluation Criterion, the Proponent must provide:

- a detailed description of any other facilitation support the Proponent requires from the State (i.e., non-financial assistance that the State may reasonably provide to assist with the timely and effective construction, delivery, and operation of the VBESS), including:
 - details of the facilitation support; and
 - summary of the impact to the Proponent's proposition in the event the facilitation support is not provided; and
- any supporting documents that are relevant to this response.

5.3.4 Broader Outcomes

4. MADE IN WA AND BROADER OUTCOMES (30%)

Extent to which the Proponent supports and aligns with State Government's Made in WA plan and broader objectives for the VBESS Project

4A. Economy, community and local industry

WA industry and communities should derive meaningful benefits from the energy transition. Accordingly, and in alignment with the Made in WA plan, the VBESS Project should positively impact the economy, community and local industry.

In responding to this Evaluation Criterion, the Proponent must provide:

- a detailed description of how the Proponent expects that the VBESS Project will positively impact the economy, community and/or local industry, including:
 - how the VBESS Project will support the Made in WA plan and enable the expansion and/or diversification of the economy. This may include establishing new industries, supporting advanced manufacturing, enabling common user infrastructure or de-risking markets;
 - how the VBESS Project will benefit local industry, including the use of local content during its development, construction and operations;
 - the proportion of the capital expenditure of the VBESS Project which is expected or forecast to be spent locally, and the proportion of vanadium products which are expected or forecast to be sourced locally;
 - how the VBESS Project will benefit the WA community, with a specific focus on Kalgoorlie, during its development, construction and operations. This may include employment, or the expansion/establishment of new services or industries;
 - how the VBESS Project will benefit Traditional Owners and local Aboriginal Peoples, with a specific focus on the Goldfields, during its development, construction and operations. This may include participation and partnership opportunities; and
- any supporting documents that are relevant to this response, and should include where available:
 - quantitative or qualitative analysis;
 - local content policies, or program templates or artefacts;
 - artefacts indicating support from external stakeholders; and
 - market studies or feasibilities.

4B. Vanadium supply chain

There should be wider benefits to WA from the VBESS Project's ability to catalyse or support the growth of the vanadium industry in WA.

In responding to this Evaluation Criterion, the Proponent must provide:

- a detailed description of how the Proponent expects to support the WA vanadium industry, including:
 - where there are State Government funds applied to support the supply chain of the VBESS Project (in alignment with the information in Criterion 3A), the scale, scope and timing of benefits resulting from the State's contribution to the Proponent's capital investment;
 - identifying where and how the Proponent expects the VBESS Project to positively impact the WA vanadium supply chain from vanadium mines, manufacturing facilities, battery assembly facilities, and other supply chain components. This should differentiate the impact during the development phase of the VBESS Project from the operating phase of the VBESS Project;
 - details of how the Proponent plans to support the increased use or ease of roll-out/adoption of VFBS, LDES, or other renewable energy solutions in WA; and
 - the proportion of locally manufactured products (i.e., vanadium electrolyte, cell stacks, electrolyte tanks) which will comprise the VBESS; and
- any supporting documents that are relevant to this response, and should include where available:
 - economic, employment or social benefit analysis;
 - vanadium supply chain or market analysis; and
 - artefacts indicating support from the vanadium industry.

6 Proposal Outcomes

6.1 Notification of Outcomes

Following completion of the selection process outlined in Section 4, Proponents will be advised in writing of the outcome of Stage Two. DEED may provide a general overview of the outcome but is not obliged to provide debriefings or detailed reasons for its decisions.

6.2 Invitation to Negotiate

The Proponent selected as the Preferred Proponent may be invited by the State Government to negotiate the terms of a Funding Agreement.

As outlined in Section 7.16, the Proponent must, if invited by the State Government to negotiate the terms of a Funding Agreement, negotiate in good faith with the State Government to agree and finalise the Funding Agreement (and any other applicable agreements).

The Funding Agreement will be entered into by the Minister for State Development as the body corporate established under the ITD Act.

7 Terms and Conditions

7.1 Definitions

In these EOI Conditions, unless the context otherwise requires:

Addenda is defined in clause 7.8(a).

Associate means any officer, employee, agent, consultant, contractor, nominee, licensee or advisor of:

- (a) the State, including any other Government Agency; or
- (b) a Proponent where the Proponent comprises of a group, each Proponent Member including any related body corporate (as defined in the Corporations Act) of a Proponent or a Proponent Member.

Claim means any proceeding, cause of action, action, demand or suit (including by way of contribution or indemnity).

Competing Proponent means any other person or group of persons responding to the Proposal Guidelines other than the Proponent.

Control means:

- (a) control or influence of, or having the capacity to control or influence the composition of the board, or decision making, directly or indirectly, in relation to the financial and operating policies;
- (b) being in a position to cast, or control the casting of, more than 20 per cent of the maximum number of votes that may be cast at a general meeting; or
- (c) having a relevant interest (as defined in section 608 of the Corporations Act) in more than 20 per cent of the securities (as defined in the Corporations Act).

Corporations Act means the *Corporations Act 2001* (Cth).

Disclosed Information means the following information (of whatever nature, including written, graphical, electronic, oral, or in any other form) which is either directly or indirectly disclosed to, or otherwise obtained by or on behalf of, a Proponent in respect of or in connection with the EOI Process:

- (a) the Proposal Guidelines;
- (b) any oral advice, representations or information given or furnished by or on behalf of the State or its Associates during the EOI Process;

- (c) all material disclosed in presentations or briefings by or on behalf of the State or its Associates in connection with the EOI Process;
- (d) all discussions and negotiations between the State and any of its Associates (on the one hand) and any Proponent or where the Proponent comprises of a group, any Proponent Member or any Associate of the Proponent or Proponent Member (on the other hand) relating to the EOI Process;
- (e) each Proposal to the extent that it contains or would reveal any of the information referred in any of the above; and
- (f) any other information which a Proponent or where the Proponent comprises of a group, a Proponent Member or an Associate of a Proponent or a Proponent Member knows or ought reasonably to know is confidential to the State or its Associates or should be treated as such.

Eligibility Criteria means the criteria used to determine the eligibility of a Proposal and identified as eligibility criteria in the Proposal Guidelines.

EOI Conditions means the terms and conditions of the EOI Process as set out in this Section 7 to the Proposal Guidelines and a reference to the EOI Conditions includes any additional or amended terms and conditions referred to in clause 7.2 (b).

EOI Process means the process for the assessment and evaluation of Proposals, the identification and selection of a Preferred Proponent and the negotiation and finalisation of a Funding Agreement, up to and including the execution of the Funding Agreement by the Minister for State Development and a Preferred Proponent.

Evaluation Criteria means the criteria used to evaluate the Proposal and identified as evaluation criteria in the Proposal Guidelines.

FOI Act is defined in clause 7.13.3.

Funding Agreement means an agreement between the body corporate constituted by the Minister for State Development under the *Industry and Technology Development Act 1998* and a Preferred Proponent, setting out the rights and obligations of the parties in relation to the provision of financial support by the State in connection with the VBESS Project, as described in Section 6 of the Proposal Guidelines.

Government Agency means any governmental, semi-governmental or local government authority, minister, department, statutory corporation, instrumentality or government owned corporation.

Lead Proponent Member means where the Proponent comprises of a group, the Proponent Member identified as the Lead Proponent Member in the Proposal.

Liability means any debt, obligation, cost (including legal costs), expense, loss, damage, compensation, charge or liability of any kind, including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable.

Minister for State Development means the Minister for State Development, being the body corporate referred to in section 5 of the *Industry and Technology Development Act 1998* (WA).

Panel means the panel referred to in Section 4 of these Proposal Guidelines.

Preferred Proponent means a Proponent which is appointed by the State as a preferred Proponent following submission of its Proposal.

Proponent means an entity or group of entities responding to the Proposal Guidelines and, where the Proponent comprises of a group of entities, means all the Proponent Members in that group.

Proponent Member means each of the following, in their individual capacity:

- (a) the Lead Proponent Member;
- (b) each person identified as a Proponent Member in the Proposal; and
- (c) any other person that is added as a Proponent Member from time to time in accordance with clause 7.11.2 of the EOI Conditions.

Proponent's Associate Clauses is defined in clause 7.4.2 (a).

Proposal means a proposal submitted by a Proponent in response to the Proposal Guidelines.

Proposal Guidelines mean this document titled '*Kalgoorlie Vanadium Battery Energy Storage System Expression of Interest: Stage Two Proposal Guidelines*' (including the schedules and attachments to this document) and any Addendum to these Proposal Guidelines. The Proposal Guidelines are the industry support guidelines approved by the Minister for State Development under section 10 of the *Industry and Technology Development Act 1998* (WA), which apply to the EOI Process.

Related Party has the meaning given to it in the Corporations Act.

Related Party Participant is defined in clause 7.15.3.

State means the Crown in the right of the State of Western Australia and includes a department established under the *Public Sector Management Act 1994* (WA) and a Minister of the Crown, whether body corporate or otherwise.

State's Representative means the Director, Commercial, Energy Policy WA, or such replacement as is notified in accordance with clause 7.17.5.

VBESS Project means the 50 megawatt/500 megawatt-hour utility-scale battery energy storage system to be delivered in the Kalgoorlie region, utilising vanadium flow battery technology.

7.2 Application to EOI Process

- (a) The EOI Conditions apply generally to the EOI Process, including any negotiations with any Preferred Proponent(s).
- (b) The State reserves the right to impose additional or amended terms and conditions at any time throughout the EOI Process.

7.3 General

- (a) Unless otherwise directed or agreed by the State, all communications by or on behalf of the Proponent with the State, including any notices required to be provided by the Proponent under the Proposal Guidelines or these EOI Conditions, must be provided by the Proponent or where the Proponent comprises of a group, by the Lead Proponent Member.
- (b) No entity may participate in the EOI Process unless that entity is a Proponent (where the Proponent comprises of a group, a Proponent Member) or an Associate of a Proponent or Proponent Member.
- (c) Where a Proponent comprises of a group, the obligations and liabilities under these EOI Conditions apply to each of those Proponent Members jointly and severally.
- (d) References in these EOI Conditions to a Proponent means a reference to the Entity responding to the Proposal Guidelines and where the Proponent includes a group of entities, to each and all of the Proponent Members in that group.
- (e) The Proponent must notify the State's Representative in writing if the Proponent is of the opinion that there is any material error or discrepancy in the Proposal Guidelines, as soon as reasonably practicable after discovering it.
- (f) Following receipt of a written notice pursuant to clause 7.3 (d) or if the State otherwise discovers an ambiguity, discrepancy or inconsistency in the Proposal Guidelines, the State in its sole and absolute discretion will direct the Proponents in writing as to how to resolve the ambiguity, discrepancy or inconsistency.
- (g) No rule of interpretation applies to the disadvantage of the State on the basis that the State drafted or put forward the Stage Two Proposal Guidelines or these EOI Conditions.
- (h) Unless the context indicates a contrary intention, in these EOI Conditions:

- (i) "includes" in any form is not a word of limitation;
- (ii) the meaning of "or" will be that of the inclusive "or", meaning one, some or all of a number of possibilities;
- (iii) if any of these EOI Conditions purport to exclude liability for a particular matter, such exclusion only operates to the extent permitted by law; and
- (iv) a reference to a clause is to a clause of these EOI Conditions.

7.4 Application of EOI Conditions

7.4.1 Proponent

- (a) By submitting a Proposal, the Proponent agrees to comply with the EOI Conditions for the duration of the EOI Process and acknowledges and agrees that the EOI Conditions apply to the EOI Process.
- (b) In consideration of the Proponent agreeing to be bound by the EOI Conditions, the State will, subject to the rights set out in clause 7.5, receive and consider the Proponent's Proposal.

7.4.2 Proponent's Associates

- (a) In clauses 7.5, 7.6, 7.7, 7.10, 7.12, 7.13, 7.14, 7.15 and 7.17 (Proponent's Associate Clauses), references to a Proponent includes each of its Associates.
- (b) Each Proponent must ensure that each of its Associates complies with the Proponent's Associate Clauses as if it was a Proponent.

7.5 Rights of the State

7.5.1 Directions

Each Proponent must comply with any direction or requirement of the State given under the EOI Conditions, the Proposal Guidelines, or issued under any Addenda.

7.5.2 Discretions

Each Proponent acknowledges and agrees that the State reserves the right in its absolute and sole discretion and at any time to:

- (a) cancel, suspend or change the EOI Process, or any aspect of the EOI Process or to take such other action as the State considers, in its absolute and sole discretion, appropriate in relation to the EOI Process;

- (b) require additional information from any Proponent, in which case the Proponent must provide such information within a reasonable time of the State's request;
- (c) provide details of the Proponent's Proposal to its officers, employees, agents, consultants, advisors and other Government Agencies;
- (d) refuse to consider or evaluate the Proponent's Proposal, cease negotiations with a Proponent or terminate the Proponent's participation in the EOI Process at any time, including if:
 - (i) any Proponent breaches these EOI Conditions, including if the breach occurred prior to the submission of its Proposal;
 - (ii) any Proponent fails to meet a direction or requirement of the State under the Proposal Guidelines;
 - (iii) a Proponent's Associate breaches a Proponent's Associate Clause;
 - (iv) the Proponent's Proposal is materially incomplete or fails to satisfactorily address the Evaluation Criteria; or
 - (v) a Proponent is unable or unwilling to comply with a direction issued by the State under clause 7.14.3 (b) in respect of a conflict of interest.
- (e) where the Proponent comprises of a group, hold meetings or workshops or discussions with, or seek information from, one or more Proponent Members at any time during the EOI Process with or without notifying the other Proponent Members;
- (f) exclude:
 - (i) the highest scoring Proposal; or
 - (ii) any Proposal;
- (g) elect not to enter into a Funding Agreement with a Preferred Proponent;
- (h) change any Evaluation Criteria upon giving reasonable notice to the Proponent;
- (i) not select any Preferred Proponent, select a single Preferred Proponent or select multiple Preferred Proponents and negotiate with multiple Preferred Proponents either simultaneously or separately;
- (j) in selecting the Preferred Proponent(s) have regard to:
 - (i) the State's knowledge and previous experience and dealings with the Proponent or where the Proponent comprises of a group, any of the Proponent Members;
 - (ii) without limiting clause 7.5.2 (j)(i), information about the past or current performance of the Proponent or where the Proponent comprises of a group,

- any Proponent Member under any other contract, arrangement or dealing between the Proponent or Proponent Member and a Government Agency;
- (iii) information about a Proponent or where the Proponent comprises of a group, any of the Proponent Members obtained as a result of probity checks carried out pursuant to clause 7.14.2; and
 - (iv) information concerning a Proponent or where the Proponent comprises of a group, any of the Proponent Members which is in the public domain or which is obtained by the State through investigations;
- (k) consider any Proposal that does not comply with the requirements of the Stage Two Proposal Guidelines;
 - (l) enter into a Funding Agreement with an entity that submitted a Proposal that does not comply with the requirements of the Stage Two Proposal Guidelines;
 - (m) enter into a Funding Agreement with an entity that submitted a Proposal on terms different to those contemplated in its Proposal;
 - (n) change the identity of the entity or person executing the final Funding Agreement on behalf of the State;
 - (o) remove, add or change a Preferred Proponent;
 - (p) cease negotiations with any Preferred Proponent or recommence negotiations with any Preferred Proponent;
 - (q) negotiate with any Preferred Proponent to such extent as the State elects in its absolute discretion;
 - (r) give unequal negotiation time to different Preferred Proponents;
 - (s) allow a Competing Proponent to add or remove a member with or without notifying the other Proponents;
 - (t) discuss and negotiate with the Proponent any matter arising out of the Proposal Guidelines or their Proposal, and take such discussions and negotiations into account in its evaluation;
 - (u) discuss and negotiate with any Competing Proponent any matter arising out of the Proposal Guidelines or their Proposal with or without disclosing this to the Proponent, and take such discussions and negotiations into account in its evaluation;
 - (v) provide additional information to one or more Proponents at its sole discretion;
 - (w) publish the names of the Proponents (including the Proponent Members where the Proponent comprises of a group) or the Preferred Proponent(s);

- (x) enter into one or more Funding Agreements without prior notice to any Proponent; and
- (y) waive any requirement or obligation under the Proposal Guidelines.

The State is not required to give notice or reasons for the exercise of any of its rights in accordance with this clause 7.5.2.

7.5.3 Consent

Whenever the consent of the State is required under the Proposal Guidelines, that consent may be given or withheld by the State in the State's absolute discretion and may be given subject to such conditions as the State may determine.

7.5.4 No Claim

- (a) Each Proponent releases the State and its Associates from all Liability in relation to the EOI Process and no Proponent will make a Claim against the State or any of its Associates arising out of the exercise or any failure of the State to exercise or perform any rights, obligations or duties under the Proposal Guidelines or otherwise in connection with the EOI Process.
- (b) This clause 7.5.4 may be pleaded by the State or its Associates as a bar to any proceedings commenced by a Proponent against the State or its Associates in relation to the EOI Process.

7.6 No Legal Relationship

Each Proponent acknowledges and agrees that:

- (a) the Proposal Guidelines do not constitute an offer to enter into a Funding Agreement;
- (b) other than the contract that arises under clause 7.4.1:
 - (i) no contract exists or will arise between the State and the Proponent in respect of the EOI Process unless and until the Funding Agreement is executed; and
 - (ii) neither the State nor a Proponent intends to create a legal relationship; and
- (c) these EOI Conditions set out the entire agreement between the parties in respect of the terms and conditions for the EOI Process.

7.7 Information From the State

7.7.1 No Warranty

Neither the State nor any of its Associates warrant, guarantee or make any representation (express or implied), or assume any duty of care, or accept any Liability:

- (a) with respect to the completeness, accuracy, adequacy or correctness of Disclosed Information;
- (b) that the Disclosed Information has been verified or prepared with reasonable care; or
- (c) that the Disclosed Information is the totality of the information that a Proponent might require.

7.7.2 Inconsistency

The State may elect to issue the Proposal Guidelines and any other Disclosed Information to the Proponent by whatever means it considers appropriate including in hard copy and electronically. To the extent that there is any inconsistency between a hard copy and an electronic version, unless the State's Representative directs otherwise (acting in its discretion), the electronic copy will take precedence.

7.7.3 Own Enquiries

Each Proponent agrees that it does not rely on any information provided by the State or its Associates in relation to the EOI Process and that it must make its own enquiries in relation to the EOI Process and the Disclosed Information.

7.7.4 No Details

The State is not required, and does not intend, to release any details regarding the evaluation process for the EOI Process other than as contained in the Proposal Guidelines.

7.8 Addenda

Each Proponent agrees that, without limiting the State's rights under clause 7.5:

- (a) at any time during the EOI Process the State may, for any reason (but without being obliged to do so), amend the Proposal Guidelines by issuing an addendum to the Proposal Guidelines (**Addenda**). Any Addenda issued will be deemed to form part of the Proposal Guidelines. None of the State nor any of its Associates will be liable for any costs, losses, expenses or damages incurred by the Proponent as a consequence of any such Addenda;

- (b) the Proponent must prepare its Proposal to take into account and reflect the content of any Addenda; and
- (c) the Proposal Guidelines may only be amended or supplemented by Addenda issued under this clause 7.8. No statement or representation made by the State or any of its Associates (whether at an industry briefing, workshop, question and answer session or otherwise) modifies or supplements the Proposal Guidelines, unless the statement or representation is confirmed by an Addendum.

7.9 Enquiries, Clarification and Proprietary Communications

7.9.1 Enquiries

- (a) The Proponent must submit any enquiries regarding the EOI Process or the Proposal Guidelines in writing to the State's Representative.
- (b) Other than in accordance with this clause 7.9.1 or as otherwise provided in these EOI Conditions, a Proponent may not directly contact the State to discuss any aspect of the EOI Process or the Proposal Guidelines.

7.9.2 State Requests for Clarification

The State may:

- (a) request written clarification;
- (b) conduct clarification meetings; or
- (c) request further information in clarification workshops,

with or from the Proponent as part of the evaluation process. The Proponent will be notified if clarification is required and the nature of the clarification being sought. The Proponent must provide a written response to any request by the State for clarification or further information within the timeframe reasonably requested by the State.

7.9.3 Interviews and Workshops

- (a) The State may, but is not obligated to, conduct interviews, meetings and workshops with the Proponent or where the Proponent comprises of a group, any Proponent Member to discuss the Proposal or prospective Proposal.
- (b) No statement made, or not made, by the State or any of its Associates at any meeting or workshop constitutes endorsement or approval by the State of the Proponent's approach, a representation as to how the State will evaluate the Proposal, or a representation as to the entity with whom the State will enter into a Funding Agreement.

- (c) Clause 7.9.4 applies to requests for clarification by a Proponent during a meeting or workshop.
- (d) The State may, in its absolute discretion:
 - (i) adjourn a meeting or workshop in order to consider a question;
 - (ii) decline to answer any question; or
 - (iii) take a question on notice and respond in writing to that question as though it was given by the Proponent under clause 7.9.4.
- (e) The State may make participation by a Proponent or where the Proponent comprises of a group, any Proponent Member, in interviews, meetings or workshops conditional upon that Proponent or Proponent Member accepting the State's terms, conditions or protocols governing such interviews, meetings or workshops.

7.9.4 Proponent Requests for Clarifications

- (a) All requests for clarification from the Proponent in respect of the Proposal Guidelines or the EOI Process must be in writing and in a form required or otherwise approved by the State.
- (b) The decision of whether to respond to any request for clarification from the Proponent and the content of any response is at the absolute discretion of the State.
- (c) Subject to clause 7.9.4 (d), the State will circulate clarification questions of a general nature together with the response to the Proponent and all Competing Proponents (as the case may be).
- (d) If the Proponent is of the view that a clarification question is not of a general nature, but relates to proprietary aspects of its Proposal, the Proponent must identify that question as such when asking the clarification question. If, in the opinion of the State:
 - (i) the question is not proprietary, the State's Representative will advise the Proponent who has the option to withdraw the question. If the Proponent continues to request a response to that question, the response will be circulated to the Proponent and all Competing Proponents in accordance with clause 7.9.4 (c); or
 - (ii) the question does relate to proprietary aspects of the Proponent's Proposal, the response to the question will be provided to the Proponent only (and will not be circulated to any Competing Proponents).

7.10 Proponent's Representations, Acknowledgements and Warranties

7.10.1 Acknowledgements

Each Proponent acknowledges and agrees that:

- (a) the EOI Process is being conducted for the State's benefit;
- (b) the State will rely upon the representations and warranties given by a Proponent in clause 7.10.2, in evaluating any Proposal submitted by them;
- (c) it will not rely on any oral advice, representation or information given or furnished by or on behalf of the State or its Associates with respect to the EOI Process or any Disclosed Information;
- (d) it is making an independent assessment of the Disclosed Information and that:
 - (i) it will carry out, and rely solely on, its own investigation and analyses in relation to the Disclosed Information;
 - (ii) it will verify all information on which it intends to rely to its own satisfaction;
 - (iii) it will not rely on any of the Disclosed Information;
 - (iv) any opinions expressed in the Disclosed Information are based on the knowledge and approach of the persons forming the opinion at the date that the opinion was formed and may have ceased or may in the future cease to be appropriate in the light of subsequent knowledge or attitudes; and
 - (v) no representation is made that there is a reasonable basis for projections, forecasts or other forward-looking statements in the Disclosed Information or that such statements reflect what will or is likely to occur in the future, and a Proponent will not rely on any such projections, forecasts or forward-looking information;
- (e) in no circumstances will the State or its Associates be liable to a Proponent whether in contract, tort (including negligence, misrepresentation or breach of warranty), under statute or otherwise for any costs, losses, expenses or damages incurred or suffered by the Proponent as a result of or arising from:
 - (i) any incompleteness or inadequacy of, or any inaccuracy or error in, or omission from; or
 - (ii) any use of, or reliance by, the Proponent upon, any Disclosed Information;

- (f) it is bound by the content of its Proposal including any schedules, annexures, attachments and appendices which form part of the Proposal;
- (g) the Proposal Guidelines and the Proposal will not form any part of the final Funding Agreement except to the extent expressly incorporated in the final Funding Agreement;
- (h) the Proponent participates in the EOI Process at its own cost and risk;
- (i) the EOI Process does not bypass any government approvals, planning, environmental or other regulatory requirements; and
- (j) except in the State's absolute discretion, no payment will be made by the State or its Associates to the Proponent for any costs, losses, expenses or damages incurred by the Proponent in preparing and submitting a Proposal or otherwise incurred in respect of:
 - (i) preparing for and attending any interview, meeting or workshop conducted pursuant to the Proposal Guidelines;
 - (ii) otherwise participating in the EOI Process, in accordance with the terms of the Proposal Guidelines; or
 - (iii) as a consequence of the exercise of the State's rights in accordance with clause 7.5.2.

7.10.2 Representations and Warranties

By submitting a Proposal, each Proponent represents and warrants that:

- (a) it has examined all information and documents which are relevant to the EOI Process;
- (b) its Proposal and any subsequent information submitted to the State pursuant to the Proposal Guidelines:
 - (i) are based on its own independent assessment and investigations, interpretations, deductions, information and determinations; and
 - (ii) are to the best of its knowledge and belief complete and accurate;
- (c) it has examined all information relevant to the risks, contingencies and other circumstances having an effect on its Proposal which is obtainable by the making of reasonable enquiries, which enquiries the Proponent has made;
- (d) its Proposal has been fully costed on a commercial basis;
- (e) it has not paid or received and will not pay or receive any secret commission in respect of the Proposal Guidelines;

- (f) it has not entered and will not enter into any unlawful arrangements with any other person in respect of the Proposal Guidelines;
- (g) it has not sought and will not seek to influence any decision in respect of the Proposal Guidelines by improper means;
- (h) any information provided to the State during any interview, meeting or workshop or otherwise submitted to the State pursuant to the Proposal Guidelines, is accurate;
- (i) it did not place any reliance upon the completeness, accuracy, adequacy or correctness of any Disclosed Information; and
- (j) it has complied with its obligations in relation to the registration of any 'Lobbyist' (as that term is defined in the *Integrity (Lobbyists) Act 2016* (WA)) in relation to the EOI Process, and acknowledges the obligations on government representatives when dealing with registrants and lobbyists set out in Public Sector Commissioner's Instruction No. 16 'Government representatives contact with registrants and lobbyists'. A copy of the instruction is available [here](#).

7.11 Status of Proposal and Proponent

7.11.1 Material Changes

- (a) The Proponent must notify the State promptly in writing of any:
 - (i) material change:
 - (A) to any of the information contained in its Proposal;
 - (B) to any additional information submitted to the State pursuant to the Proposal Guidelines; and
 - (C) to any information submitted to the State in any interview, meeting or workshop conducted pursuant to the Proposal Guidelines;
 - (ii) event which may affect or have an impact on the financial position or capacity of the Proponent and where the Proponent comprises of a group, any Proponent Member; or
 - (iii) circumstances which may affect the truth, completeness or accuracy of any of the information provided in, or in connection with, the Proposal.
- (b) Upon receipt of any written notification pursuant to clause 7.11.1 (a), the State reserves the right to assess the change and to terminate the Proponent's further participation in the EOI Process, or to invite the Proponent to amend its Proposal accordingly.

7.11.2 Status of Proponent

- (a) If, after submission of its Proposal:
 - (i) there is a change in the structure of a Proponent or where the Proponent comprises of a group, a Proponent Member or there is otherwise a change in Control of a Proponent or Proponent Member; or
 - (ii) where the Proponent comprises of a group, the Proponent replaces, adds or removes a Proponent Member,the Proponent must:
 - (iii) promptly notify the State;
 - (iv) provide the State with sufficient details of the change and any additional information reasonably requested by the State; and
 - (v) provide evidence to the State that the new Proponent Member (where applicable) has agreed to be bound by the EOI Conditions.
- (b) Upon receipt of such notification the State will assess any change and reserves the right to accept the change and impose such conditions as it thinks fit in connection with accepting the change or terminate the Proponent's further participation in the EOI Process.

7.11.3 No Amendment

The Proponent may not amend a Proposal (unless invited or requested to do so by the State) after it has been submitted.

7.11.4 No Requirements to Return

Each Proponent agrees that the State will not be required to return the Proposal or any documents, materials, articles and information submitted by the Proponent as part of, or in support of, the Proposal.

7.12 Confidentiality and Disclosure by Proponent

7.12.1 Disclosed Information

Each Proponent must:

- (a) keep Disclosed Information confidential, except:
 - (i) to the extent it is proven to be necessary to comply with any applicable law, legally binding order of any court or Government Agency, or the rules of a stock exchange;

- (ii) where the Disclosed Information is in the public domain (other than due to an act or omission of the Proponent);
 - (iii) where required for preparation of its Proposal; or
 - (iv) where agreed to or required by the State, and then only in accordance with clause 7.12.1 (g);
- (b) not use, copy, reproduce or distribute any Disclosed Information except as required for the purposes of preparing and submitting a Proposal (as the case may be) and otherwise participating in the EOI Process and then only to the minimum extent reasonably necessary;
 - (c) immediately notify the State if it becomes aware of a suspected or actual unauthorised disclosure, copying or use of Disclosed Information;
 - (d) immediately take all reasonable steps to prevent or stop any such suspected or actual unauthorised disclosure, copying or use of Disclosed Information (including complying with directions of the State in this regard);
 - (e) take all reasonable steps to recover any unauthorised Disclosed Information that has been disclosed, used or copied;
 - (f) not make a media release or other public announcement or statement in relation to the Proposal Guidelines or EOI Process without the prior written consent of the State; and
 - (g) ensure that each party to whom it discloses Disclosed Information, including any Associate, complies with the obligations in clauses 7.12.1 (a) to (f).

7.12.2 Survives Termination

The obligations in clause 7.12.1 continue after termination of the Proponent's participation in the EOI Process.

7.13 Public Disclosure and FOI Act

7.13.1 State's Public Disclosure Obligations

Each Proponent agrees to:

- (a) the disclosure by any person to the State or its Associates of information concerning a Proposal, the Proponent or where the Proponent comprises of a group, a Proponent Member for the purpose of the State exercising their rights set out in the Proposal Guidelines or at law;

- (b) the State or its Associates disclosing any aspect of the Proposal or any other information provided by the Proponent to the State during the EOI Process, including the terms and conditions of any final Funding Agreement, to enable the State to meet public disclosure obligations it may have:
 - (i) under any current or future legislation;
 - (ii) under any current or future policy of the State;
 - (iii) in the course of official duties of a Minister of the State;
 - (iv) to satisfy requirements of parliamentary accountability;
 - (v) in annual reports of the State; or
 - (vi) to satisfy any other recognised public requirement; and
- (c) the State and its Associates publicly publishing or disclosing (on the internet or otherwise) information in relation to the EOI Process or the details of the Proponent and where the Proponent comprises of a group, the Proponent Members, including the terms and conditions of any final Funding Agreement.

7.13.2 State Licence

Each Proponent agrees to grant the State and its Associates an irrevocable, perpetual, royalty free, non-exclusive licence to disclose, copy, use, adapt, modify, sublicense or reproduce the whole or any portion of the Proposal for the purposes of evaluation and clarification of the Proposal and in respect of any Preferred Proponent for the finalisation of the Funding Agreement.

7.13.3 FOI Act

Each Proponent acknowledges that the *Freedom of Information Act 1992 (WA)* (FOI Act) applies to the information provided by the Proponent in its Proposal or as otherwise submitted by the Proponent to the State pursuant to the Proposal Guidelines and that:

- (a) the FOI Act allows members of the public rights of access to the State's documents and its Associates' documents;
- (b) all or part of the information provided by the Proponent may be disclosed to third parties if there is a requirement to do so under the provisions of the FOI Act;
- (c) any information that the Proponent considers is commercially sensitive or confidential must be marked "commercial and confidential". The Proponent acknowledges that this special notation must not be used unless the information is genuinely confidential. Marking information as "commercial and confidential" will not necessarily prevent disclosure of the information in accordance with the FOI

Act. Any decision to release information will be determined by the requirements of the FOI Act; and

- (d) save to the extent expressly permitted under the FOI Act, no Proponent will be able to commence any action or make any Claim against the State or its Associates for the release of any information by the State under the FOI Act (including any information submitted by a Proponent to the State pursuant to the Proposal Guidelines).

7.14 Probity

7.14.1 Inducement

- (a) A Proponent must not offer any incentive to, or otherwise attempt to, influence any of the persons who are either directly or indirectly involved in the EOI Process, or in the awarding of any subsequent contract.
- (b) Without limiting clause 7.14.1 (a), the Proponent must not:
 - (i) without the prior written consent of the State or except as expressly provided for in the Proposal Guidelines, directly or indirectly approach or communicate with any officer or employee of the State having any connection or involvement with the EOI Process, with respect to:
 - (A) an offer of employment; or
 - (B) availability of employment with the Proponent or any related entity; or
 - (ii) directly or indirectly offer a bribe, gift or inducement to any officer or employee of the State in connection with the EOI Process.

7.14.2 Probity Checks

Without limiting the State's rights pursuant to clause 7.5.2, each Proponent consents to the State undertaking probity checks in respect of the Proponent and where the Proponent comprises of a group, each Proponent Member which may include:

- (a) investigations into commercial structure, business and credit history;
- (b) prior contract compliance in respect of other projects;
- (c) police checks or any checks for any criminal records or pending charges; and
- (d) research into any relevant activity that is, or might reasonably be expected to be, the subject of regulatory investigation.

7.14.3 Conflict of Interest

- (a) Each Proponent must:
 - (i) disclose in the Proposal submitted by the Proponent any circumstances, arrangements or understandings which constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with the Proponent or where the Proponent comprises of a group, any Proponent Member's obligations under the Proposal Guidelines (including in respect to the Funding Agreement);
 - (ii) provide details of its proposed strategy for managing any actual or potential conflict of interest disclosed in its Proposal pursuant to clause 7.14.3 (a)(i);
 - (iii) not place itself in a position which may, or will give rise to a conflict of interest, or a potential conflict of interest during the EOI Process; and
 - (iv) otherwise notify the State promptly in writing upon becoming aware of any actual or perceived circumstances, arrangements or understandings which constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with the Proponent or where the Proponent comprises of a group, any Proponent Member's obligations under the Proposal Guidelines (including in respect to the Funding Agreement).
- (b) To the extent that the State directs a Proponent or where the Proponent comprises of a group, a Proponent Member, to take particular action in respect to a conflict of interest, the Proponent or Proponent Member must comply with such a direction. If a Proponent or Proponent Member is unable or unwilling to comply with any such direction, the State may exclude the Proponent from further participation in the EOI Process.

7.15 Collusion and Related Party Participants

7.15.1 Collusion

- (a) A Proponent must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any Competing Proponent (or member of a Competing Proponent) or other person in relation to the EOI Process.
- (b) For the purposes of clause 7.15.1 (a), collusive tendering, anti-competitive conduct or any other similar conduct includes the following practices:
 - (i) agreements between Proponents as to who should be the Preferred Proponent;
 - (ii) any meeting of Proponents prior to the submission of their Proposal that may or is intended to advantage a Proponent or that may disadvantage the State;

- (iii) exchange of information between Proponents about their Proposals prior to the State selecting the Preferred Proponent;
- (iv) agreements between any Proponents for payment of money or securing of reward or benefit for an unsuccessful Proponent;
- (v) agreements or collaboration between Proponents to fix prices or conditions;
- (vi) submission of a 'cover' Proposal (that is, a Proposal purporting to be submitted as genuine but which has been deliberately priced and structured in order not to be selected) or any assistance to another Proponent to submit such a 'cover' Proposal that is intended to advantage another Proponent or disadvantage the State;
- (vii) any unlawful, illegitimate or improper agreement between Proponents before submission of Proposals such as fixing a special rate of payment to a third party where the payment of such fees is conditional on the Proponent entering into a Funding Agreement with the State; and
- (viii) any unlawful, illegitimate or improper agreement providing for payment to any third party of money, incentives or other concessions contingent on the success of a Proponent that do not relate to the genuine provision of services relevant to the Proposal.

7.15.2 Seek to Obtain Information

A Proponent must not seek to obtain any information from the State or any of its Associates or any other person in respect of a Competing Proponent's Proposal and must maintain the confidentiality of its own Proposal.

7.15.3 Related Party Participants

- (a) The Proponent must identify in its Proposal whether, and otherwise immediately upon becoming aware that it or where the Proponent comprises of a group, a Proponent Member is also:
 - (i) a member of a Competing Proponent;
 - (ii) an Associate of a member of a Competing Proponent; or
 - (iii) a Related Party to a member of a Competing Proponent,

(Related Party Participants).
- (b) If the State becomes aware of any Related Party Participants, the State may require such Related Party Participants to:
 - (i) execute process and confidentiality acknowledgments;

- (ii) implement internal governance arrangements and procedures as reasonably required by the State to address the probity and competitiveness concerns of the State; and
 - (iii) provide verification that all the above required procedures are being complied with, as a condition to the Proponent continuing to participate in the EOI Process.
- (c) The State reserves its right to disqualify the Proponent from the EOI Process for breach of any process or confidentiality obligations at any time during the EOI Process or otherwise in circumstances where a Related Party Participant issue cannot be resolved to the satisfaction of the State.

7.16 Negotiations

7.16.1 Obligation to Negotiate

If the Proponent is appointed a Preferred Proponent and is invited to negotiate a Funding Agreement, the Proponent must negotiate in good faith with the State to agree and finalise the Funding Agreement and any other applicable agreements.

7.16.2 Preferred Proponent

Each Proponent acknowledges and agrees that:

- (a) the State may select, but is not obliged to select, one or more Proponents as a Preferred Proponent;
- (b) the selection of a Preferred Proponent does not constitute an acceptance of the Proposal submitted by the Preferred Proponent or otherwise confer any rights on a Preferred Proponent and is without prejudice to the right of the State to decline to enter into the final Funding Agreement, or to enter into the final Funding Agreement with a Preferred Proponent or a Competing Proponent;
- (c) the State may suspend or terminate any negotiations with a Preferred Proponent and commence negotiations with a Competing Proponent or appoint a Competing Proponent as a Preferred Proponent, if in the opinion of the State:
 - (i) timely execution and completion of the Funding Agreement on terms acceptable to the State is unlikely to be achieved with the Preferred Proponent;
 - (ii) the Preferred Proponent has breached the EOI Conditions or a term or condition of the EOI Process;
 - (iii) there is a change to the information on which the State has relied on in appointing the Proponent as a Preferred Proponent; or

- (iv) for any other reason at the State's sole and absolute discretion;
- (d) only those issues previously identified by a Preferred Proponent in its Proposal or in responses to clarification questions (if any) may be raised by the Preferred Proponent in negotiations in respect of the Funding Agreement, unless the State otherwise agrees in writing; and
- (e) the State may propose, negotiate with a Preferred Proponent and accept, a solution that departs substantially from the Preferred Proponent's Proposal and/or from any solution contemplated by the Proposal Guidelines or the EOI Process and such a negotiated outcome will not breach any obligation owed by the State to any Proponent under the Proposal Guidelines.

7.17 Miscellaneous

7.17.1 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power, or remedy under the Proposal Guidelines by the State or any of its Associates does not preclude, or operate as an estoppel of any form of, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided under the Proposal Guidelines or provided by law.
- (b) If the State or any of its Associates fails or delays in exercising or enforcing any right, power, or remedy under a similar document to the Proposal Guidelines against any member of a Competing Proponent, the Proponent will not have or make any Claim against the State in respect of such failure or delay.

7.17.2 No Fettering

Each Proponent acknowledges and agrees that nothing contained or implied in the Proposal Guidelines, the EOI Conditions or any Funding Agreement or other contract will be construed or interpreted as unlawfully restricting, or otherwise unlawfully affecting the unfettered discretion of the State to exercise any of its executive or statutory powers or functions under any law.

7.17.3 Severability

If any of the EOI Conditions or any part of them is inconsistent with any law, it will be severed from the EOI Conditions to the extent of the inconsistency without invalidating or otherwise affecting the enforceability of the remaining EOI Conditions.

7.17.4 Representatives

- (a) Any matter which may be done by the State may be done by an authorised officer of the State (including the State’s Representative).
- (b) Any notice to be issued under the Proposal Guidelines may be given by the State’s Representative.

7.17.5 Replacement of the State’s Representative

The State may, at any time and from time to time, replace the State’s Representative. The State will notify all Proponents of the identity and contact details for the replacement State’s Representative.

7.17.6 Governing Law

These EOI Conditions and the EOI Process are governed by the laws of Western Australia.

8 Glossary

Term	Definition
ABN	Australian Business Number
AC	Alternating current
AUD	Australian dollar
AWST	Australian Western Standard Time
BESS	Battery Energy Storage System
BOP	Balance of Plant
CAPEX	Capital expenditure
DC	Direct current
DEED	Department of Energy and Economic Diversification
EOI	Expression of Interest
EPC	Engineering, Procurement and Construction
FOI	Freedom of Information
FTE	Full-time equivalent
HOA	Heads of Agreement
IRR	Internal Rate of Return
ITD Act	<i>Industry and Technology Development Act 1998 (WA)</i>
LDES	Long Duration Energy Storage
ML	Megalitre
MOU	Memorandum of Understanding
MW	Megawatt
MWh	Megawatt hour
NEM	National Electricity Market
NPV	Net Present Value
PCS	Power Conversion System
PoC	Point of Connection
RTE	Round-trip efficiency

Term	Definition
SWIS	South West Interconnected System
t	Tonnes
V2O5	Vanadium pentoxide
VBESS	Vanadium Battery Energy Storage System
VFB	Vanadium Flow Battery
WA	Western Australia
WEM	Wholesale Electricity Market

Part B – Returnable Information

9 Schedules

Electronic submission via email to VBESS@deed.wa.gov.au.

When emailing Proposal file(s), the Proponent must ensure that each file is uploaded in one of the following Approved File Formats.

Table 9-1: Approved File Formats

Approved File Formats			
Microsoft Excel File ¹	.xls	Adobe Reader File ²	.pdf
Microsoft Excel File ¹	.xlsx	Image File	.jpeg
Microsoft Excel File ¹	.csv	Image File	.jpg
Microsoft PowerPoint File ¹	.ppt	Image File	.png
Microsoft PowerPoint File ¹	.pptx	Media File	.mp4
Microsoft Publisher File ¹	.pub	Media File	.mpp
Microsoft Word File ¹	.doc	Rich Text Format File	.rtf
Microsoft Word File ¹	.docx	Text File	.txt
Approved File Formats – Compression Formats			
Zip File	.zip		

¹ Microsoft files must be PC/Windows compatible.

² PDF files must be Adobe compatible.

9.1 Proponent Details

Proponents must provide detailed identification information on the Proponent or where the Proponent comprises of a group, the Lead Proponent. This will be the entity entering into the Funding Agreement unless otherwise agreed by the State Government.

Table 9-2: Proponent Identity

Identity of Proponent	
Legal Entity Name	
ABN	
Main Address	
Trading or Business Name	
Contact Person	
Contact Person Position	
Email	
Telephone	

9.2 Proponent Member Details

Where the Proponent comprises of a group, Proponents must provide the identification details of each Proponent Member participating in the Proposal. Where the Proposal includes more than one Proponent Member, Table 9-3 must be copied and completed for each additional entity.

Table 9-3: Proponent Member Identity

Identity of Proponent Member	
Legal Entity Name	
ABN	
Main Address	
Trading or Business Name	

9.3 Advisor Details

Proponents must provide the trading or business name and role of each key advisor supporting the Proposal. Where more than one advisor is engaged, Table 9-4 must be copied and completed for each additional advisor.

Table 9-4: Advisor Identity

Identity of Advisor	
Trading or Business Name	
Role	

9.4 Eligibility Criteria

Proponents must respond to the eligibility criteria to enable evaluation of their Proposals.

Table 9-5: Eligibility Criteria

Eligibility Criteria
<p>VBESS Specification – Power Delivered</p> <p>Does the Proponent confirm that:</p> <ul style="list-style-type: none"> (a) the proposed VBESS design can export 50 MW of AC power at the PoC; and (b) the proposed VBESS design provides sufficient charging and storage capacity to enable 10 hours of continuous export at 50 MW of AC power; and (c) the total DC capacity of the proposed VBESS design exceeds 50MW and 10 hours of storage capacity, to account for energy losses between VFBs and the PoC? <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>If no, please provide details:</p>
<p>State Government Financial Support</p> <p>Does the Proponent confirm that the Proposal is not dependent on financial support from the State Government greater than \$150 million for delivery of the VBESS Project?</p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>If no, please provide details:</p>

Eligibility Criteria

VBESS Specification – Grid Forming Capability

Does the Proponent confirm that the PCS utilised in its VBESS design exhibits grid-forming capability?

Yes or No

If no, please provide details:

Relevant Documentation

Does the Proponent confirm that it has completed Part B – Returnable Information and provided relevant evidence and/or supporting documents as required.

Yes or No

If no, please provide details:

Financial Capacity and Capability (Due Diligence Requirements)

Does the Proponent confirm that, if requested:

- (a) the Proponent, and where the Proponent comprises of a group, all Proponent Members, will provide audited financial statements for the previous three (3) financial years; and
- (b) the Proponent, where the Proponent comprises of a group, all Proponent Members, will provide declarations confirming that they are not insolvent and are compliant with all applicable taxation and regulatory obligations within their relevant jurisdictions?

Yes or No

If no, please provide details:

Eligibility Criteria

General Compliance Requirements

Does the Proponent confirm that:

- (a) the Proponent will comply with all applicable laws, regulations and standards relevant to the VBESS Project and this EOI Process; and
- (b) the Proponent has not engaged, and will not engage, in any anti-competitive conduct in connection with this EOI Process; and
- (c) the Proponent will comply with all reasonable requests from the State Government for additional information, clarification and/or due diligence requirements as part of the evaluation process?

Yes or No

If no, please provide details:

9.5 Project Overview and Delivery Structure

Proponents must identify the legal entity responsible for each stage of the VBESS Project and any additional component of the vanadium supply chain that are included in the Proposal. The Proponent should complete all fields relevant to the Proposal and leave blank any field or row that is not applicable.

Table 9-6: Project Overview and Deliverables

VBESS Deliverables		Proponent/ Proponent Member	External Contractor	Legal Entity Name
MATERIAL SUPPLY	Vanadium Pentoxide	<input type="checkbox"/>	<input type="checkbox"/>	
	Vanadium Electrolyte	<input type="checkbox"/>	<input type="checkbox"/>	
VBESS COMPONENTS	Battery Supply	<input type="checkbox"/>	<input type="checkbox"/>	
	Power Conversion System Supply	<input type="checkbox"/>	<input type="checkbox"/>	
	VBESS – Development	<input type="checkbox"/>	<input type="checkbox"/>	
	VBESS – EPC	<input type="checkbox"/>	<input type="checkbox"/>	
	VBESS – Integration	<input type="checkbox"/>	<input type="checkbox"/>	
	VBESS – Operations	<input type="checkbox"/>	<input type="checkbox"/>	
OPTIONAL VBESS SUPPLY CHAIN	Vanadium Mine	<input type="checkbox"/>	<input type="checkbox"/>	
	Vanadium Pentoxide Processing Facility	<input type="checkbox"/>	<input type="checkbox"/>	
	Electrolyte Manufacturing Facility	<input type="checkbox"/>	<input type="checkbox"/>	
	Battery Manufacturing Facility	<input type="checkbox"/>	<input type="checkbox"/>	

9.6 Key Metrics

To ensure consistency in VBESS Project information, Proponents are requested to provide the following key metrics in relation to their Proposals.

Table 9-7: Key VBESS Project Metrics

Key Metrics	Response
Estimated total VBESS site footprint (m ²)	
Estimated peak direct construction workforce (FTE)	
Estimated peak indirect construction workforce (FTE)	
Estimated local job creation (FTE)	
Estimated ongoing operations and maintenance workforce (FTE)	
Expected VBESS construction start date	
Expected VBESS operational start date	
VBESS rated active AC power at PoC (MW)	
VBESS rated energy capacity at PoC (MWh)	
VFB cell stack rated power per unit	
Number of VFB cell stacks in VBESS	
Vanadium electrolyte volume required (ML)	
Estimated total CAPEX of VBESS (\$AUD)	
If applicable, estimated total CAPEX of a new vanadium mine (\$AUD)	
If applicable, estimated total CAPEX of a new V ₂ O ₅ processing facility (\$AUD)	
If applicable, estimated total CAPEX of a new electrolyte manufacturing facility (\$AUD)	
If applicable, estimated total CAPEX of a new battery manufacturing facility (\$AUD)	
If applicable, estimated raw vanadium ore production for mine (tpa)	
If applicable, estimated V ₂ O ₅ production for processing facility (tpa)	
If applicable, estimated annual vanadium electrolyte production capacity (ML or MWh)	
If applicable, estimated annual VFB production capacity (MW)	

9.7 Evaluation Criteria

Proponents must provide supporting information addressing the Evaluation Criteria described in Section 5.3, subject to the following requirements:

- Approved File Format (Table 9-1);
- A4 format; and
- minimum font size of 10.

Proposals must comply with the maximum page number limits set out in Table 9-8 below excluding Case Studies, Scenario responses and attached supporting documents. Each Case Study and response to a Scenario must not exceed one (1) page. The page number limits have been selected based on the level of detail expected to be provided in the supporting information.

Table 9-8: Proposal Max Page Requirements

1. VBESS Implementation Certainty		Maximum Pages
1A.	Certainty of delivery	5
1B.	Robustness of the implementation plan	3
1C.	Capability and capacity of Proponent	4

2. VBESS Operational Sustainability		Maximum Pages
2A.	Operating model and capability	4
2B.	Appropriateness of technology solution	4
2C.	Financial sustainability	3

3. Commercial Attractiveness		Maximum Pages
3A.	Funding need and project returns	3
3B.	Extent of other non-financial support	2

4. Made in WA and Broader Outcomes		Maximum Pages
4A.	Economy, community and local industry	4
4B.	Vanadium supply chain	4