

# Government Information (Public Access) Act 2009

## Explanatory Table

### Sydney Metro City & Southwest – Independent Certification of the Waterloo Works - Independent Certifier Deed

#### (the "WL IC Deed")

#### Contract Number: 11696

In preparing this explanatory table (**Explanatory Table**), Sydney Metro (the **Principal**) has:

- (a) identified the reason(s) under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**) for each disclosure or non-disclosure (as applicable); and
- (b) weighed each non-disclosure against the following key public interest considerations for disclosure:
  - (i) promoting open discussion of public affairs, enhancing Government accountability or contributing to positive and informed debate on issues of public importance;
  - (ii) creating public awareness and understanding on issues of public importance;
  - (iii) enhancing government transparency and accountability;
  - (iv) informing the public about the operations of the agency;
  - (v) ensuring effective oversight of the expenditure of public funds and the best use of public resources; and
  - (vi) ensuring fair commercial competition within the economy; and
- (c) italicised terms in this Explanatory Table have the same meaning as given to that term in the GIPA Act.

Item	Information required under GIPA Act	Response	Reason(s) for non-disclosure under GIPA Act
1.	<p><i>Section 29(a)</i></p> <p>The name and business address of the contractor.</p>	<p>The WL IC Deed is a deed between:</p> <ol style="list-style-type: none"> <li>1. Sydney Metro (ABN 12 354 063 515) of Level 43, 680 George Street, Sydney NSW 2000 (the <b>Principal</b>);</li> <li>2. John Holland Pty Limited (ABN 11 004 282 268) of Level 5, 380 St Kilda Road, Melbourne VIC 3004 (the <b>WL Contractor</b>);</li> <li>3. Advisian Pty Ltd (ABN 50 098 008 818) of Level 17, 141 Walker Street, North Sydney NSW 2060 (the <b>Independent Certifier</b>); and</li> <li>4. NRT CSW Pty Ltd (ACN 635 509 036) of 'Rialto South Tower' Level 43, 525 Collins Street, Melbourne VIC 3000, in its personal capacity and in its capacity as trustee of the NRT CSW Unit Trust (the <b>Operator</b>),</li> </ol> <p>under which the Principal, the WL Contractor and the Operator appoint the Independent Certifier to perform independent certification services in respect of the "Waterloo Integrated Station Development Station Delivery Deed (Contract No: 503)" between the Principal and the WL Contractor dated 4 November 2019 (the <b>Station Delivery Deed</b>).</p>	

Item	Information required under GIPA Act	Response	Reason(s) for non-disclosure under GIPA Act
2.	<p><i>Section 29(b)</i></p> <p>Particulars of any related body corporate (within the meaning of the <i>Corporations Act 2001</i> of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract.</p>	<p>WorleyParsons Limited (ABN 17 096 090 158) of level 17, 141 Walker Street, North Sydney, New South Wales 2060 (the <b>Guarantor</b>).</p> <p>Under the terms of the Greenfield Framework Agreement, the Independent Certifier must provide a Parent Company Guarantee executed by the Guarantor.</p> <p>See item 16 below.</p>	
3.	<p><i>Section 29(c)</i></p> <p>The date on which the contract became effective and the duration of the contract.</p>	<p>The effective date of the WL IC Deed is 28 April 2021 and continues until the completion of the services.</p>	
4.	<p><i>Section 29(d)</i></p> <p>Particulars of the project to be undertaken, the goods or services to be provided or the real property to be leased or transferred under the contract.</p>	<p>The Independent Certifier has been appointed by the Principal, the WL Contractor and the Operator under the WL IC Deed to provide independent certification services in respect of the works to be undertaken by the WL Contractor in accordance with the Station Delivery Deed.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>(a) certifying that the works have been designed and constructed in accordance with the Station Delivery Deed;</li> <li>(b) acting independently of the Principal, the Operator and the WL Contractor; and</li> <li>(c) notifying parties of non-compliances.</li> </ul>	

Item	Information required under GIPA Act	Response	Reason(s) for non-disclosure under GIPA Act
5.	<p><i>Section 29(e)</i></p> <p>The estimated amount payable to the contractor under the contract.</p>	<p>The estimated amount payable to the Independent Certifier under the WL IC Deed will not be disclosed.</p>	<p>The estimated amount payable is commercial-in-confidence and will not be disclosed pursuant to section 32(1)(a) of the GIPA Act.</p>
6.	<p><i>Section 29(f)</i></p> <p>A description of any provisions under which the amount payable to the contractor may be varied.</p>	<p>Adjustment to the amount payable may be made by the Principal in certain circumstances for reasonable increases or decreases in the cost to the Independent Certifier based on the Schedule of Rates included in the WL IC Deed.</p>	<p>All other provisions in respect of section 29(f) are commercial-in-confidence and will not be disclosed pursuant to section 32(1)(a) of the GIPA Act.</p>
7.	<p><i>Section 29(g)</i></p> <p>A description of any provisions with respect to the renegotiation of the contract.</p>	<p>Under the terms of the WL IC Deed, it may only be varied by a deed executed by or on behalf of each of the parties.</p>	
8.	<p><i>Section 29(h)</i></p> <p>In the case of a contract arising from a tendering process, the method of tendering and a summary of the criteria against which the various tenders were assessed.</p>	<p>The request for tender (<b>RFT</b>) was issued to entities selected following a registration of interest (<b>ROI</b>) process. Responses to the RFT were evaluated by determining the best value for money having regard to the following evaluation criteria:</p> <ul style="list-style-type: none"> <li>(a) delivery capability and capacity;</li> <li>(b) proven relevant experience;</li> <li>(c) availability of skilled and experienced personnel;</li> <li>(d) organisational compatibility and alignment;</li> <li>(e) compliance with contract terms;</li> <li>(f) fee proposal; and</li> <li>(g) other capability criteria.</li> </ul>	

Item	Information required under GIPA Act	Response	Reason(s) for non-disclosure under GIPA Act
9.	<p><i>Section 29(i)</i></p> <p>A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services.</p>	Not applicable. This is a deed for the provision of independent certification services.	
10.	<p><i>Section 30(2)(a)</i></p> <p>Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer.</p>	Not applicable. This is a deed for the provision of independent certification services.	
11.	<p><i>Section 30(2)(b)</i></p> <p>Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer.</p>	Not applicable. This is a deed for the provision of independent certification services.	
12.	<p><i>Section 30(2)(c)</i></p> <p>The results of any cost-benefit analysis of the contract conducted by the agency.</p>	Not applicable. This deed is a requirement under the Station Delivery Deed.	
13.	<p><i>Section 30(2)(d)</i></p> <p>The components and quantum of the public sector comparator if used.</p>	Not applicable. This deed is a requirement under the Station Delivery Deed.	
14.	<p><i>Section 30(2)(e)</i></p> <p>If relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges).</p>	Not applicable.	

Item	Information required under GIPA Act	Response	Reason(s) for non-disclosure under GIPA Act
15.	<p><i>Section 30(2)(f)</i></p> <p>If relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved.</p>	<p>Not applicable. This is a deed for the provision of independent certification services.</p>	
16.	<p><i>Section 30(2)(g)</i></p> <p>Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into.</p>	<p>Under the terms of the Sydney Metro City &amp; Southwest Greenfield Independent Certifier Framework Agreement (Contract No: 11512) dated 21 December 2018 (the <b>Greenfield Framework Agreement</b>) the Independent Certifier must provide a Parent Company Guarantee duly executed by WorleyParsons Limited (ABN 17 096 090 158) (the <b>Guarantor</b>) in favour of the Principal as the beneficiary guaranteeing payment and performance by the Independent Certifier under any independent certifier deed entered into pursuant to the Framework Agreement. This includes the WL IC Deed.</p>	
17.	<p><i>Section 30(2)(h)</i></p> <p>Particulars of any other key elements of the contract.</p>	<p>Not applicable.</p>	