

Redaction Schedule

CLASS 3 CONTRACT DISCLOSURE: IPD-19-8191 – Tangara Technology Upgrade – Supply and Services Contract

REGISTER OF INFORMATION NOT DISCLOSED: Prepared in accordance with sections 6 and 32(2) of the Government Information (Public Access) Act 2009

The following table summarises confidential information contained in the abovementioned contract that has been redacted from the contract published on the TfNSW website and the reason the information has not been disclosed. The table will be amended to reflect confidential information redacted from any material variations as they occur and are published. There is currently no intention that this confidential information will be published in the contracts register in future.

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| PAGE REFERENCE (pdf copy) | CLAUSE REFERENCE | GENERAL DESCRIPTION OF INFORMATION | REASON FOR REDACTION | TO BE PRODUCED AT A LATER DATE |
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| CONTRACT/DE | EED | | | |
| 44 | 3.Contractor's Obligations 3.5 Unconditional Undertakings and Parent Company Guarantee(b)(iii) | Dollar amounts of Unconditional Undertakings in clause 3.5(b)(iii)(A) and (B) | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 102-103 | 13.Payment 13.13 CPI Adjustment of Rates | Method of adjustment of Rates, including formula and definitions | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 104 | 13.Payment 13.16 Advance Payment | Dollar amounts of Advance Payment (total amount in clause 13.16(a) and instalment amounts in subclauses 13.16(a)(i) and (ii). | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 104 | 13.Payment 13.16 Advance Payment | Dollar amount of Mobilisation Payment in clause 13.16(b) | Section 32(1)(a) Commercial-in-confidence | No |



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|---------------------------------|--|---|---|---|
| | | | provisions of a contract | |
| ANNEXURES/S | SCHEDULES | | | |
| 145 | Schedule 1 – Contract Particulars Subcontracts | Names of subcontractors | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 145 | Schedule 1 - Contract Particulars Subcontractors required to execute deed in form of Schedule 17 | Dollar amount | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 146 | Schedule 1 - Contract Particulars Contractor's Personnel | Names of contractor personnel (contractor's representative, project manager and contract manager) | Section 32(1)(d) — overriding public interest against disclosure Table to section 14: 3(a) personal information; 3(b) Information Protection Principles | No |
| 146 | Schedule 1 – Contract Particulars Full-time dedicated positions | Name of contractor personnel (project manager) | Section 32(1)(d) – overriding public interest against disclosure Table to section 14: 3(a) personal information; 3(b) Information Protection Principles | No |
| 147 | Schedule 1 - Contract Particulars Liquidated Damages | Dollar amount | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 147 | Schedule 1 - Contract Particulars Limit of liability for liquidated damages for delay | Percentage amount | Section 32(1)(a) Commercial-in-confidence | No |



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|---------------------------------|--|--|---|---|
| | | | provisions of a contract | |
| 147 | Schedule 1 – Contract Particulars Amount of Contractor's insurance | Details of insurances, including dollar amounts | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 148 | Schedule 1 – Contract Particulars Amount for termination for convenience | Percentage amount | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 148 | Schedule 1 - Contract Particulars Senior Manager for Negotiation of Disputes | Third party name | Section 32(1)(d) — overriding public interest against disclosure — Table to section 14: 3(a) personal information; 3(b) Information Protection Principles | No |
| 148 | Schedule 1 – Contract Particulars Executive for negotiation of Disputes | Third party name | Section 32(1)(d) — overriding public interest against disclosure — Table to section 14: 3(a) personal information; 3(b) Information Protection Principles | No |
| 152 | Schedule 2 - Payment Schedule 1.Introduction and Definitions | Contents of table under headings Term and Definition | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 152-153 | Schedule 2 – Payment Schedule 2. Details of the Contractor's payment model 2.1 Advance Payment | Dollar amounts of Advance Payment, Mobilisation Payments and unconditional undertakings | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |



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|---------------------------------|--|---|--|---|
| 153 | Schedule 2 – Payment Schedule 2. Details of the Contractor's payment model 2.2 Payment for Existing Inventory | Percentage amount of mark-up | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 154 | Schedule 2 – Payment Schedule 2. Details of the Contractor's payment model 2.2 Payment for Equipment for Consist Kits and Product ion Consumables Kits | Percentage amounts of mark-up | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 154 | Schedule 2 – Payment Schedule 2. Details of the Contractor's payment model 2.4 Inventory Management Services | Details of two components in 2.4.1 Payment model for Inventory Management Services | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 156 | Schedule 2 – Payment Schedule 2. Details of the Contractor's payment model 2.4 Inventory Management Services | Dollar amounts for Payment and details of Indices for Escalation in table Option for 30 consists in 2.4.2 Tranche 1 model for Inventory Management Services | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 157 | Schedule 2 – Payment Schedule 2. Details of the Contractor's payment model 2.4 Inventory Management Services | Dollar amounts for Payment and details of Indices for Escalation in table Option for 24.75 Consists in 2.4.3 Tranche 2 model for Inventory Management Services | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 158 | Schedule 2 – Payment Schedule 2. Details of the Contractor's payment model 2.5 Incentive payment | Calculation method for Target Date for Delivery and dollar amounts for Payment in table. | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 160 | Schedule 2 – Payment Schedule 3. Appendices 3.1 Existing Inventory list for the EBOM as at May 2019 | PDF document link and 37-page document represented by PDF symbol | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 161 | Schedule 2 – Payment Schedule 3.2 Schedule of Rates for Variations: Design services | Dollar values for Hourly Rate and Escalation identifier | Section 32(1)(a) Commercial-in-confidence | No |



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|---------------------------------|---|---|---|---|
| | | | provisions of a contract | |
| 162 | Schedule 2 – Payment Schedule 3.3 Schedule of Rates for Variations: Commissioning services | Dollar values for Hourly Rate and Escalation identifier | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 163 | Schedule 2 – Payment Schedule 3.4 Cost Plus Schedule of Rates for Variations: Ad-hoc services | Dollar values for Hourly Rate and Escalation identifier | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 236 | Deed Execution Page | All signatures | Section 32(1)(d) — overriding public interest against disclosure Table to section 14: 3(a) personal information; 3(b) Information Protection Principles | No |
| EXHIBITS | | | | |
| 267 | Exhibit B – Contractor's Technical Proposal | Entire Exhibit, consisting of 7 pages | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 271-279 | Exhibit E — Deed of Disclaimer | Initials on bottom right-hand corner of each page. | Section 32(1)(d) — overriding public interest against disclosure Table to section 14: 3(a) personal information; 3(b) Information Protection Principles | No |
| 279 | Exhibit E – Deed of Disclaimer Deed Poll Execution Page | Signatures | Section 32(1)(d) — overriding public interest | No |



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| | | | against disclosure Table to section 14: 3(a) personal information; 3(b) Information Protection Principles | |
| 281-292 | Exhibit F – ASA Charter | Initials on bottom right-hand corner of each page. | Section 32(1)(d) — overriding public interest against disclosure Table to section 14: 3(a) personal information; 3(b) Information Protection Principles | No |
| 294-304 | Exhibit G – Third Party Agreements Global Safety Interface Agreement | Initials on bottom right-hand corner of each page. | Section 32(1)(d) — overriding public interest against disclosure Table to section 14: 3(a) personal information; 3(b) Information Protection Principles | No |
| 304 | Exhibit G – Third Party Agreements Global Safety Interface Agreement | Signatures on execution page | Section 32(1)(d) — overriding public interest against disclosure Table to section 14: 3(a) personal information; 3(b) Information Protection Principles | No |
| 305-332 | Exhibit G – Third Party Agreements | Initials on bottom left-hand corner of each page | Section 32(1)(d) - | No |



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| | Global Safety Interface Agreement Schedule 1 | | overriding public interest against disclosure Table to section 14: 3(a) personal information; 3(b) Information Protection Principles | |
| 338 | Exhibit I – Schedule of Rates Schedule of Rates for Variations | Dollar values for Hourly Rate and Escalation identifiers in tables for: Design Services Commissioning Services Ad-hoc Services | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |
| 345 | Exhibit L – Program Schedule | All details under the table column headings | Section 32(1)(a) Commercial-in-confidence provisions of a contract | No |

3(a) personal information;3(b) Information Protection

Principles

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| DEED OF VARIAT | ION for Supply and Services Contract | | | |
| 3 | 2. Variation of Contract | Dollar amount in subclause 2(h) | 32(1)(a) commercial-in- confidence provisions of a contract | No |
| 3 | 2. Variation of Contract | Dollar amount and percentages in subclause 2(i) under 'Payment' column of table and explanatory paragraph following table | 32(1)(a) commercial-in- confidence provisions of a contract | No |
| 7 | Signing page | All signatures | Section 32(1)(d) — overriding public interest against disclosure Table to section 14: | No |