

Disclosure of Information

Class 3 Contract

Contract No/ID:	22.0000137075.1064
Equip Contract No:	CW2516553
Contract Description:	Design and Construct Deed Coffs Harbour Bypass
Contract Commencement Date:	7 July 2022 (being the date the Conditions Precedent specified in clause 1.4(b) of the D&C Deed were satisfied by the Contractor)
Period of Contract:	271 weeks
Contractor:	An unincorporated joint venture comprising FERROVIAL CONSTRUCTION (AUSTRALIA) PTY. LTD. (ABN 98 150 820 116) & GAMUDA BERHAD (ARBN 632 738 768) a company incorporated in Malaysia on 6 October 1976 under the Companies Act 1965, and bearing Company Registration number 197601003632 (29579-T)
Contractor Address:	Level 9, 65 Berry St, North Sydney, NSW, 2060
Trading Name:	FERROVIAL CONSTRUCTION (AUSTRALIA) PTY. LTD. & GAMUDA BERHAD (ABN 80 603 282 395)
Trading Name Address:	Level 9, 65 Berry St, North Sydney, NSW, 2060
Estimated Payable (\$ Incl GST) :	\$ 1,483,469,900.00
Method of Tendering:	Open Tender

Particulars of any related body corporate (within the meaning of the Corporations Act 2001 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

N/A

A description of any provisions under which the amount payable to the contractor may be varied

Refer to D&C Deed, redacted version published on the TfNSW website.

A description of any provisions with respect to the renegotiation of the contract

N/A

<ul style="list-style-type: none"> ● In the case of a contract arising from a tendering process, a summary of the criteria against which the various tenders were assessed <p>Tender was assessed against numerous criteria under the following main headings:</p> <ol style="list-style-type: none"> 1. Technical Solution 2. Delivery Approach 3. Delivery Team 4. Community, Environment, Sustainability and Workforce Development 5. Collaboration 6. Commercial Outcomes 7. Financial Capacity Assessment
<ul style="list-style-type: none"> ● A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services <p>Refer to D&C Deed, redacted version published on the TfNSW website.</p>
<ul style="list-style-type: none"> ● 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>N/A</p>
<ul style="list-style-type: none"> ● Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer <p>N/A</p>
<ul style="list-style-type: none"> ● The results of any cost-benefit analysis of the contract conducted by the agency <p>TfNSW has entered into the D&C Deed with the Contractor.</p>
<ul style="list-style-type: none"> ● The components and quantum of the public sector comparator if used <p>N/A</p>
<ul style="list-style-type: none"> ● Where 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>N/A</p>
<ul style="list-style-type: none"> ● Where 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>Refer to D&C Deed, redacted version published on the TfNSW website.</p>
<ul style="list-style-type: none"> ● 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>Refer to D&C Deed, redacted version published on the TfNSW website. Specifically, refer to clause 8.2 of the D&C Deed.</p>
<ul style="list-style-type: none"> ● Particulars of any other key elements of the contract <p>Refer to D&C Deed, redacted version published on the TfNSW website.</p>

<ul style="list-style-type: none"> ● Has the contract or any provisions within it been withheld from this disclosure under the exemptions provisions of the GIPA Act Section 32? (YES or NO) <p>Yes. Refer to GIPA Explanatory Table published on the TfNSW website.</p>
<ul style="list-style-type: none"> ● If some or all of the contract is not disclosed for reasons of confidentiality, the reasons for not publishing the contract or provisions <p>Refer to GIPA Explanatory Table published on the TfNSW website.</p>
<ul style="list-style-type: none"> ● If some or all of the contract is not disclosed for reasons of confidentiality, a statement as to whether the contract or provisions will be published and, if so, when <p>Refer to GIPA Explanatory Table published on the TfNSW website.</p>
<ul style="list-style-type: none"> ● If some or all of the contract is not disclosed for reasons of confidentiality, a general description of the types of provisions that have not been published <p>Refer to GIPA Explanatory Table published on the TfNSW website.</p>
<ul style="list-style-type: none"> ● The reason why the contract has provisions which exclude or modify application of Part 4 Proportionate liability of the Civil Liability Act <p>Contract value and risk profile.</p>