

Government Information (Public Access) Act 2009
Explanatory Table - Coffs Harbour Bypass – Utilities Relocation Works Deed (Northern)

Under the *Government Information (Public Access) Act 2009 (NSW)* (**GIPA Act**), there is a general public interest in favour of the disclosure of government information. Such information will not be disclosed, however, where there is an overriding public interest against disclosure or the information is 'commercial-in-confidence'.

In accordance with its obligations under the GIPA Act, the table below provides an explanation of the information that Transport for NSW (**TfNSW**) has determined should not be disclosed in connection with the GC21 – Utilities Relocation Works Deed (Northern) (the **contract**) entered into by Quickway Construction Pty Ltd (the **Contractor**), for the Coffs Harbour Bypass Project.

TfNSW has redacted the contractual provisions referred to below due to an overriding public interest against disclosure, in that disclosure of the information would prejudice the legitimate business and commercial interests of TfNSW, or of the Contractor, and/or reveal commercial-in-confidence information.

In determining whether or not certain information in the contract should be disclosed, TfNSW has considered the exemptions to disclosure set out in clause 32(1)(a) of the GIPA Act against the following public interest considerations:

- promoting open discussion of public affairs, enhancing government accountability or contributing to positive and informed debate on issues of public importance;
- informing the public about operations of agencies and, in particular, their policies and practices for dealing with members of the public; and
- ensuring effective oversight of the expenditure of public funds provided.

TfNSW will continue to review and consider information not disclosed against these considerations. Where the prejudicial effect of disclosure will be removed due to a passage of time or change of circumstances, further disclosures will be made.

Capitalised terms in this table have the meaning given to them in the contract unless context indicates otherwise.

Utilities Relocation Works Deed (Northern)

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under the GIPA Act
1	TfNSW and Principal signatory signatures and names	Section 32(1)(d) and Item 3(a) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's	The information not disclosed is the name of the Principal and Contractor's signatories and witnesses under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would reveal an individual's personal information.

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		functions and would reveal an individual's personal information.	
2	Clause 15.11.1.1, clause 15.11.2.1, clause 15.11.2.2, clause 15.11.2.3, clause 15.11.2.4 - Skills, training and diversity	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed are percentage figures relating to the skills, diversity and training targets that apply under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
3	Clause 36.1.2 - Site and other project information	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to information that does not form part of the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
4	Clause 41.5 - Innovation	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the apportionment of financial benefit between the Contractor and TfNSW arising from a variation proposed by the Contractor relating to innovation.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under the GIPA Act
5	Clause 48.10 - Variations	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the extent of relief for Variations.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
6	Clause 58.7.2 - Unincorporated Materials	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the dollar figure value of the unincorporated Materials, above which, the Contractor is obliged to provide an Undertaking.</p> <p>The disclosure of this information would disclose the contractor's cost structure or profit margin and would place the contractor at a substantial commercial disadvantage in relation to other contractors and in negotiations with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
7	Clause 60 – Not disclosed	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>The disclosure of this information would disclose the contractor's cost structure or profit margin and would place the Contractor at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would</p>

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		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	place them at a disadvantage in negotiating with other parties in respect of future projects.
8	Clause 79 – Definition of Aboriginal Business	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a percentage figure that relates to the portion of Aboriginal ownership which renders a business an 'Aboriginal Business'.</p> <p>TfNSW considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
9	Clause 79 – Definition of Aboriginal Participation Requirement	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed are percentage figures that relate to the mandatory minimum requirements for Aboriginal participation in the contract.</p> <p>The information not disclosed would place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
10	Clause 79 – the definition immediately following the definition of Completion	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body, including the defined term. The efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted.</p> <p>The disclosure of this information would disclose the Contractor's cost structure or profit margin and would place the Contractor at a substantial commercial</p>

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		<p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
11	Clause 79 – the definition following the definition of Completion	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body, including the defined term. The efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted.</p> <p>The disclosure of this information would place the Contractor at substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Contract Information

Item	Item (and general description)	Reason under the GIPA Act	Explanation of the Reasons under the GIPA Act
1	Item 3 – Description of the Works	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	<p>The information not disclosed is part of a clause that relates to specific assets that make up the telecommunications works.</p> <p>TfNSW weighed the competing public interest considerations and determined that there is an overriding public interest against disclosure of this information because</p>

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		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
2	Item 5 – Principal's Authorised Person	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions and would reveal an individual's personal information.</p>	<p>The information not disclosed is the name of the Principal's Authorised Person under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would reveal an individual's personal information.</p>
3	Item 6 – Notices to the Principal	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions and would reveal an individual's personal information.</p> <p>Section 32(1)(c) and Item 2(e) of the Table at Section 14.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The information not disclosed is the office address and email address for Notices to the Principal's Authorised Person.</p> <p>Disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would reveal an individual's personal information.</p>
4	Item 7 – Principal's senior executive	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions and would reveal an individual's personal information.</p> <p>Section 32(1)(c) and Item 2(e) of the Table at Section 14.</p>	<p>The information not disclosed is the name, office address and email address of the Principal's senior executive under the contract.</p> <p>Disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would reveal an individual's personal information.</p>

Item	Item (and general description)	Reason under the GIPA Act	Explanation of the Reasons under the GIPA Act
		The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.	
5	Item 9 – Contractor's Authorised Person	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.</p>	<p>The information not disclosed is the name of the Contractor's Authorised Person under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would reveal an individual's personal information.</p>
6	Item 10 – Notices to the Contractor	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions and would reveal an individual's personal information.</p>	<p>The information not disclosed is the email address for Notices to the Contractor's Authorised Person.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would reveal an individual's personal information.</p>
7	Item 11 – Contractor's senior executive	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions and would reveal an individual's personal information.</p>	<p>The information not disclosed is the name and email address of the Contractor's senior executive.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would reveal an individual's personal information.</p>
8	Item 13 – Times for Site access and Completion	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table at Section 14.</p>	<p>The information not disclosed is part of a clause that relates key dates in relation to performance of the works.</p> <p>Disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

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		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.	
9	Item 15 – Compliance with NSW Government guidelines (Aboriginal participation)	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is the APP Contract Value for Aboriginal participation and the percentage target for Aboriginal participation.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other Contractors.</p>
10	Item 24 – Professional indemnity insurance	<p>Section 32(1)(d) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is the minimum limit of cover required under the professional indemnity insurance policy to be effected under the contract.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>
11	Item 25A – Motor Vehicle Fleet / Mobile Plant Insurance	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the minimum limit of cover required under the motor vehicle fleet / mobile plant insurance for third party property damage to be effected under the contract.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Item (and general description)	Reason under the GIPA Act	Explanation of the Reasons under the GIPA Act
12	Item 29 – Inclusion of consistent requirements in Subcontracts	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is a dollar value for Subcontracts which require the inclusion of the provisions of Schedule 9.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p>
13	Item 31 – Preferred Subcontractors & Selected Subcontractors (B – Selected Subcontractors)	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed consists of the names of Selected Subcontractors.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p>
14	Item 31 – Preferred Subcontractors & Selected Subcontractors (C – Selected Subcontractors carrying out Non-Contestable Work)	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed consists of the names of Selected Subcontractors.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p>
15	Item 33 – Completion Undertaking	<p>Section 32(1)(a) and paragraph (a) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed relates to the value of the security provided by the Contractor under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Item (and general description)	Reason under the GIPA Act	Explanation of the Reasons under the GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	
16	Item 34 – Post-Completion Undertaking	<p>Section 32(1)(a) and paragraph (a) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the value of the security provided by the Contractor under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
17	Item 35 – Return of Post-Completion Undertaking	<p>Section 32(1)(a) and paragraph (a) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the return of the security provided by the Contractor under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
18	Item 35B – Parent Company Guarantee	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p>	<p>The information not disclosed relates to the requirement for a Parent Company Guarantee.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a</p>

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		The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.
19	Item 40 – Contract Price at the Date of Contract	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and item 4(d) of the Table at section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the value of the Contract Price.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
20	Item 43 – Provisional sum margin	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and item 4(d) of the Table at section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the value of the Provisional Sum margin.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
21	Item 44 – Contractor's Margin	Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).	<p>The information not disclosed is the value of the Contractor's Margin.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p>

Item	Item (and general description)	Reason under the GIPA Act	Explanation of the Reasons under the GIPA Act
		<p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and item 4(d) of the Table at section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
22	Item 45 – Amount of Prepayment	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and item 4(d) of the Table at section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the value of any Prepayment.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
23	Item 47 – Not disclosed	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and item 4(d) of the Table at section 14.</p>	<p>The information not disclosed relates to a commercial regime under the contract that is not disclosed.</p> <p>The disclosure of this information would disclose the Contractor's cost structure of profit margin and would place the Contractor at a substantial commercial disadvantage in negotiations with other contractors or subcontractors and suppliers.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Item (and general description)	Reason under the GIPA Act	Explanation of the Reasons under the GIPA Act
		The disclosure of this information could reasonably be expected to prejudice legitimate business interests of the parties.	
24	Item 49 – Delay costs and liquidated damages	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and item 4(d) of the Table at section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the delay costs that the Contractor may be entitled to under the Contract and liquidated damages that the Contractor may be liable for under the Contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
25	Item 52 – Expert Determination representative	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions and would reveal an individual's personal information.</p>	<p>The information not disclosed is the name and email address of the Principal's Expert Determination representative.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>
26	Item 54 – Threshold amount for litigation	<p>Section 32(1)(d) and item 4(d) of the Table at section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the threshold amount for litigation following an Expert's determination.</p> <p>TfNSW considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 8

Item	Clause (and general description)	Reason under the GIPA Act	Explanation of the Reasons under the GIPA Act
1	–Section 1.5 - Dayworks procedure and determination	<p>Section 32(1)(a) and paragraphs (b) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and item 4(d) of the Table at section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the additional amount for the Contractor's Margin for Daywork on account of a Variation.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 18

Item	Clause (and general description)	Reason under the GIPA Act	Explanation of the Reasons under the GIPA Act
1	Schedule 18 – Initial Contract Program	<p>Section 32(1)(d) and Item 2(e) of the Table at section 14.</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p>	<p>The information not disclosed relates to document identifiers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would reveal information about secure files.</p>

Schedule 19

Item	Clause (and general description)	Reason under the GIPA Act	Explanation of the Reasons under the GIPA Act
2	Section 4 – Not disclosed	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information relates to a commercial regime in the contract which has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under the GIPA Act	Explanation of the Reasons under the GIPA Act
		<p>Section 32(1)(d) and item 4(d) of the Table at section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

Additional Electronic Files

Item	Clause (and general description)	Reason under the GIPA Act	Explanation of the Reasons under the GIPA Act
1	Additional Electronic Files	<p>Section 32(1)(d) and item 2(e) of the Table at section 14.</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle. .</p>	<p>The information not disclosed relates to document identifiers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would reveal information about secure files.</p>

QA Specification G2-C2

Item	Clause (and general description)	Reason under the GIPA Act	Explanation of the Reasons under the GIPA Act
1	Section A5 - Wet Weather Delay Costs	<p>Section 32(1)(a) and paragraphs (b) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed relates to wet weather delay costs (if any).</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure or profit margins and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's</p>

Item	Clause (and general description)	Reason under the GIPA Act	Explanation of the Reasons under the GIPA Act
		<p>Section 32(1)(d) and item 4(d) of the Table at section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
2	Section E1 - Annexure G2-C2/E – Schedule of Daywork Rates	<p>Section 32(1)(a) and paragraphs (a) and (b) of the definition of "commercial-in-confidence provisions" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and item 4(d) of the Table at section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the daywork rates applicable to the work under the contract.</p> <p>The disclosure of this information would disclose the parties' payment arrangements and cost structure and would place them at a substantial commercial disadvantage in negotiations other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>