

Schedules D – Operational

Schedule D1 – Delivery Schedule

1. Initial Fleet Delivery Schedule

Tranche 1 comprises 15 Long Units and 15 Short Units.

Tranche 2 comprises 19 Long Units and 19 Short Units.

Tranche 3 comprises 21 Long Units and 22 Short Units.

The Dates for Provisional Acceptance and Delivery Location for each Unit in Tranche 1, Tranche 2 and Tranche 3 are set out in Table 1 below. In relation to the Delivery Location in the period up to and including 31 December 2019, if TfNSW provides at least one month's notice to the Supplier to change the Delivery Location from the Maintenance Facility Site to the Commissioning Facility Site, the Supplier agrees that:

- (a) the Delivery Location will be the Commissioning Facility Site; and
- (b) it will not be entitled to make, and TfNSW and TfNSW's Associates will not be liable upon, any Claim against TfNSW or TfNSW's Associates arising out of or in connection with the change in Delivery Location.

Table 1 – Initial Fleet Delivery Schedule

Tranche	Train #	Long Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Delivery Location	Cumulative number of Long Units	Cumulative number of Short Units
1	1	1		2		-	-	Maintenance Facility	1	1
1	2	3		4		-	-	Maintenance Facility	2	2
1	3	5		6		-	-	Maintenance Facility	3	3
1	4	7		8		-	-	Maintenance Facility	4	4
1	5	9		10		-	-	Maintenance Facility	5	5
1	6	11		12		-	-	Maintenance Facility	6	6
1	7	13		14		-	-	Maintenance Facility	7	7

Tranche	Train #	Long Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Delivery Location	Cumulative number of Long Units	Cumulative number of Short Units
1	8	15		16		-	-	Maintenance Facility	8	8
1	9	17		18		-	-	Maintenance Facility	9	9
1	10	19		20		-	-	Maintenance Facility	10	10
1	11	21		22		-	-	Maintenance Facility	11	11
1	12	23		24		-	-	Maintenance Facility	12	12
1	13	25		26		-	-	Maintenance Facility	13	13
1	14	27		28		-	-	Maintenance Facility	14	14
1	15	29		30		-	-	Maintenance Facility	15	15
2	16	31		32		-	-	Maintenance Facility	16	16
2	17	33		34		-	-	Maintenance Facility	17	17
2	18	35		36		-	-	Maintenance Facility	18	18
2	19	37		38		-	-	Maintenance Facility	19	19
2	20	39		40		-	-	Maintenance Facility	20	20
2	21	41		42		-	-	Maintenance Facility	21	21
2	22	43		44		-	-	Maintenance Facility	22	22
2	23	45		46		-	-	Maintenance Facility	23	23
2	24	47		48		-	-	Maintenance Facility	24	24
2	25	49		50		-	-	Maintenance Facility	25	25
2	26	51		52		-	-	Maintenance Facility	26	26
2	27	53		54		-	-	Maintenance Facility	27	27
2	28	55		56		-	-	Maintenance Facility	28	28

Tranche	Train #	Long Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Delivery Location	Cumulative number of Long Units	Cumulative number of Short Units
2	29	57		58		-	-	Maintenance Facility	29	29
2	30	59		60		-	-	Maintenance Facility	30	30
2	31	61		62		-	-	Maintenance Facility	31	31
2	32	63		64		-	-	Maintenance Facility	32	32
2	33	65		66		-	-	Maintenance Facility	33	33
2	34	67		68		-	-	Maintenance Facility	34	34
3	35	69		70		-	-	Maintenance Facility	35	35
3	36	71		72		-	-	Maintenance Facility	36	36
3	37	73		74		-	-	Maintenance Facility	37	37
3	38	75		76		-	-	Maintenance Facility	38	38
3	39	77		78		-	-	Maintenance Facility	39	39
3	40	79		80		-	-	Maintenance Facility	40	40
3	41	81		82		-	-	Maintenance Facility	41	41
3	42	83		84		-	-	Maintenance Facility	42	42
3	43	85		86		-	-	Maintenance Facility	43	43
3	44	87		88		-	-	Maintenance Facility	44	44
3	45	89		90		-	-	Maintenance Facility	45	45
3	46	91		92		-	-	Maintenance Facility	46	46
3	47	93		94		-	-	Maintenance Facility	47	47
3	48	95		96		-	-	Maintenance Facility	48	48
3	49	97		98		-	-	Maintenance Facility	49	49

Tranche	Train #	Long Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Delivery Location	Cumulative number of Long Units	Cumulative number of Short Units
3	50	99		100		-	-	Maintenance Facility	50	50
3	51	101		102		-	-	Maintenance Facility	51	51
3	52	103		104		-	-	Maintenance Facility	52	52
3	53	105		106		-	-	Maintenance Facility	53	53
3	54	107		108		-	-	Maintenance Facility	54	54
3	55	109		110		-	-	Maintenance Facility	55	55
3	55.5	-		111			-	Maintenance Facility	-	56

2. Additional Units Delivery Schedule

Tranche 4 comprises 14 Short Units.

The Dates for Provisional Acceptance and Delivery Location for each Unit in Tranche 4 are set out in Table 2 below.

Table 2 – Additional Units Delivery Schedule

Tranche	Train #	Long Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Delivery Location	Cumulative number of Long Units	Cumulative number of Short Units
4	56					112		Maintenance Facility		57
4	57	-	-	113		114		Maintenance Facility	-	59
4	58	-	-	115		116		Maintenance Facility	-	61
4	59	-	-	117		118		Maintenance Facility	-	63
4	60	-	-	119		120		Maintenance Facility	-	65
4	61	-	-	121		122		Maintenance Facility	-	67

Tranche	Train #	Long Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Delivery Location	Cumulative number of Long Units	Cumulative number of Short Units
4	62	-	-	123		124		Maintenance Facility	-	69
4	62.5	-	-	125		-	-	Maintenance Facility	-	70

3. Accelerated Delivery Schedule

The Dates for Provisional Acceptance and Delivery Location for each Unit in Tranche 1, Tranche 2 and Tranche 3 are set out in Table 3 below.

Table 3 – Accelerated Delivery Schedule

Tranche	Train #	Long Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Delivery Location	Cumulative number of Long Units	Cumulative number of Short Units
1	11	21		22		-	-	Maintenance Facility	11	11
1	12	23		24		-	-	Maintenance Facility	12	12
1	13	25		26		-	-	Maintenance Facility	13	13
1	14	27		28		-	-	Maintenance Facility	14	14
1	15	29		30		-	-	Maintenance Facility	15	15
2	16	31		32		-	-	Maintenance Facility	16	16
2	17	33		34		-	-	Maintenance Facility	17	17
2	18	35		36		-	-	Maintenance Facility	18	18
2	19	37		38		-	-	Maintenance Facility	19	19
2	20	39		40		-	-	Maintenance Facility	20	20
2	21	41		42		-	-	Maintenance Facility	21	21
2	22	43		44		-	-	Maintenance Facility	22	22

Tranche	Train #	Long Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Delivery Location	Cumulative number of Long Units	Cumulative number of Short Units
2	23	45		46		-	-	Maintenance Facility	23	23
2	24	47		48		-	-	Maintenance Facility	24	24
2	25	49		50		-	-	Maintenance Facility	25	25
2	26	51		52		-	-	Maintenance Facility	26	26
2	27	53		54		-	-	Maintenance Facility	27	27
2	28	55		56		-	-	Maintenance Facility	28	28
2	29	57		58		-	-	Maintenance Facility	29	29
2	30	59		60		-	-	Maintenance Facility	30	30
2	31	61		62		-	-	Maintenance Facility	31	31
2	32	63		64		-	-	Maintenance Facility	32	32
2	33	65		66		-	-	Maintenance Facility	33	33
2	34	67		68		-	-	Maintenance Facility	34	34
3	35	69		70		-	-	Maintenance Facility	35	35
3	36	71		72		-	-	Maintenance Facility	36	36
3	37	73		74		-	-	Maintenance Facility	37	37
3	38	75		76		-	-	Maintenance Facility	38	38
3	39	77		78		-	-	Maintenance Facility	39	39
3	40	79		80		-	-	Maintenance Facility	40	40
3	41	81		82		-	-	Maintenance Facility	41	41
3	42	83		84		-	-	Maintenance Facility	42	42
3	43	85		86		-	-	Maintenance Facility	43	43

Tranche	Train #	Long Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Short Unit #	Date for Provisional Acceptance	Delivery Location	Cumulative number of Long Units	Cumulative number of Short Units
3	44	87		88		-	-	Maintenance Facility	44	44
3	45	89		90		-	-	Maintenance Facility	45	45
3	46	91		92		-	-	Maintenance Facility	46	46
3	47	93		94		-	-	Maintenance Facility	47	47
3	48	95		96		-	-	Maintenance Facility	48	48
3	49	97		98		-	-	Maintenance Facility	49	49
3	50	99		100		-	-	Maintenance Facility	50	50
3	51	101		102		-	-	Maintenance Facility	51	51
3	52	103		104		-	-	Maintenance Facility	52	52
3	53	105		106		-	-	Maintenance Facility	53	53
3	54	107		108		-	-	Maintenance Facility	54	54
3	55	109		110		-	-	Maintenance Facility	55	55
3	55.5	-	-	111		-	-	Maintenance Facility	-	56

Schedule D2 – Acceptance Criteria

1.1 Provisional Acceptance Criteria for Simulators

The Provisional Acceptance Criteria for each Simulator are as follows:

- (a) the Supplier has provided TfNSW's Representative with copies of all Approvals that are required to be obtained prior to the commencement of operational use of the Simulator as contemplated in this deed;
- (b) the Simulator complies with all requirements in SPR Appendix 03 and meets the configuration baseline requirements set out in the Configuration Management Plan;
- (c) the Simulator has undergone all Verification Activities required to be performed prior to Provisional Acceptance and has passed those Verification Activities to the satisfaction of TfNSW's Representative;
- (d) the Supplier has made good building disturbances (if any) required for the installation of the Simulator;
- (e) all Training to be provided by the Supplier in respect of the Simulator prior to Provisional Acceptance of that Simulator has been completed to the reasonable satisfaction of TfNSW's Representative;
- (f) all documents and other information and things (including Contract Information, quality records, manuals and Training materials) relating to the Simulator which are required under this deed and, as applicable, the Project Plans, to have been Confirmed, completed or updated and supplied to TfNSW before Provisional Acceptance of that Simulator have been Confirmed, completed or updated and supplied to TfNSW;
- (g) all Relevant Source Code and Escrow Information in respect of the Simulator has been deposited in escrow in accordance with this deed and the relevant Escrow Agreement;
- (h) all instruments, Spares and Tools relating to the Simulator which are required under this deed and, as applicable, the Asset Management Plan, to have been completed and supplied to TfNSW or TAHE before Provisional Acceptance of that Simulator have been supplied to TfNSW or TAHE;
- (i) the Simulator is free from all Defects except for Minor Defects;
- (j) the Asset Information System is fully operational and populated with all relevant data for the Simulator;
- (k) the Asset Management System is fully operational;
- (l) the Supplier has done everything else which the NIF Project Agreements and the SPR require it to have done as a precondition to Provisional Acceptance of the Simulator;
- (m) the Simulator has undergone a physical configuration audit (which may be performed progressively on a sampling basis during the manufacturing stage of the Simulator Supply Works and may include physical checks of completed hardware with drawings and Technical Documents and Technical Packages) for each system, subsystem and configuration item and the physical configuration audit confirms full compliance of the Simulator with the Technical Documents prepared by the Supplier in accordance with the requirements of this deed; and
- (n) the Supplier has completed and achieved System Verification Review in accordance with section 3.6 of the SPR as it relates to the Simulator.

1.2 Provisional Acceptance Criteria for the Units

The Provisional Acceptance Criteria for all Units are as follows:

- (a) the Supplier has provided TfNSW's Representative with copies of all Approvals that are required to be obtained prior to the commencement of operational use of the Unit;
- (b) at least 90 days have passed since the Supplier has achieved Provisional Acceptance of the Simulators;
- (c) the Simulators meet the configuration baseline requirements set out in the Configuration Management Plan;
- (d) each Project Security required to have been provided on or before the Date of Provisional Acceptance of that Unit must have been provided and must comply with all requirements for that Project Security in accordance with the terms of this deed;
- (e) the Unit has passed all Verification Activities required under the Verification Plan to be performed prior to Provisional Acceptance for the Unit to achieve Provisional Acceptance;
- (f) the Unit meets the configuration baseline requirements set out in the Configuration Management Plan;
- (g) the Unit has successfully completed at least 500 consecutive kilometres in simulated passenger services on the Network without the occurrence of any Fault;
- (h) all Accreditation Variations required under clause 7.1 have been obtained;
- (i) all documents and other information and things (including Contract Information, manuals, the Operations and Maintenance Manual and Training materials) relating to the Unit which are required under this deed and, as applicable, the Project Plans, to have been Confirmed, completed or updated and supplied to TfNSW before Provisional Acceptance of that Unit have been Confirmed, completed or updated and supplied to TfNSW;
- (j) all Relevant Source Code and Escrow Information in respect of the Unit has been deposited in escrow in accordance with this deed and the relevant Escrow Agreement;
- (k) all instruments, Spares and Tools relating to the Unit which are required under this deed and, as applicable, the Asset Management Plan, to have been completed and supplied to the Maintenance Facility Site or Commissioning Facility Site before Provisional Acceptance of that Unit have been completed and supplied to the Maintenance Facility Site or Commissioning Facility Site;
- (l) all Spares, Consumables and other additional equipment planned to have been provided, delivered, installed or commissioned by the Supplier, under the Asset Management Plan, prior to Provisional Acceptance of the Unit have been provided, delivered, installed and commissioned;
- (m) all Training to be provided by the Supplier in respect of the Unit prior to Provisional Acceptance of that Unit has been completed to the reasonable satisfaction of TfNSW's Representative;
- (n) the Units are free from all Defects except for Minor Defects;
- (o) the Supplier has done everything else which the NIF Project Agreements (including the SPR) require it to have done as a precondition to Provisional Acceptance of the Unit, including:
 - (i) completion of all associated quality records; and
 - (ii) providing to TfNSW all:
 - (A) AEO verification testing certificates;
 - (B) AEO design certificates; and

- (C) AEO manufacturing certificates,
required by the SPR in respect of each Unit.
- (p) the Performance Monitoring System is fully operational;
- (q) the Asset Information System is fully operational and populated with accurate data for the Unit;
- (r) the Asset Management System is fully operational;
- (s) prior to delivery of the Unit to the Delivery Location, the Units preceding the relevant Unit and selected by TfNSW's Representative have undergone a physical configuration audit by TfNSW's Representative for each system, subsystem and configuration item and the physical configuration audit confirms full compliance of the Units with the Technical Documents prepared by the Supplier in accordance with the requirements of this deed. The Supplier must support the process by making equipment available to meet a program submitted by the Supplier by providing suitable inspection facilities and resources;
- (t) the Supplier has completed and achieved System Verification Review in accordance with section 3.6 of the SPR; and
- (u) the Unit complies with all requirements in SPR Appendix 02 and meets the configuration baseline requirements set out in the Configuration Management Plan.

1.3 Final Acceptance Criteria for Simulators

Final Acceptance Criteria for each Simulator are as follows:

- (a) the Supplier has provided TfNSW's Representative with copies of all Approvals that are required to be obtained prior to Final Acceptance of the Simulator as contemplated in this deed;
- (b) the Simulator complies with all requirements in SPR Appendix 03 and meets the configuration baseline requirements set out in the Configuration Management Plan;
- (c) all updated documents and other information and things (including Contract Information, manuals and Training materials) relating to the Simulator which are required under this deed and, as applicable, the Project Plans, to have been Confirmed, completed or updated and supplied to TfNSW before Final Acceptance of that Simulator have been Confirmed, completed or updated and supplied to TfNSW;
- (d) all Relevant Source Code and Escrow Information in respect of the Simulator has been deposited in escrow in accordance with this deed and the relevant Escrow Agreement;
- (e) all instruments, Spares and Tools relating to the Simulator which are required under this deed and, as applicable, the Asset Management Plan, to have been completed and supplied to TfNSW before Final Acceptance of that Simulator have been completed and supplied to TfNSW;
- (f) all Training to be provided by the Supplier in respect of the Simulator prior to Final Acceptance of that Simulator has been completed to the reasonable satisfaction of TfNSW's Representative;
- (g) the Supplier has rectified all Minor Defects in the Simulator in accordance with clause 16.2 or is diligently following a Minor Defect Rectification Plan in accordance with clause 16.2(e);
- (h) Provisional Acceptance has been achieved in respect of that Simulator; and
- (i) the Supplier has done everything else which this deed requires it to have done as a precondition to Final Acceptance of the Simulator.

1.4 Final Acceptance Criteria for Units

The Final Acceptance Criteria relating to each Unit are:

- (a) the Supplier has provided TfNSW's Representative with copies of all Approvals that are required to be obtained prior to Final Acceptance of the Unit as contemplated in this deed;
- (b) the Unit has not been Out Of Service due to Faults for a cumulative period exceeding five Availability Periods in the preceding six months;
- (c) the Unit must have been Available in at least 84 of the preceding 90 Availability Periods;
- (d) the Unit must have achieved a level of reliability in performance such that the MDBF exceeds 60,000 km for that Unit measured over the preceding 6 month period;
- (e) all updated documents and other information and things (including Contract Information, the Operations and Maintenance Manual, manuals and Training materials) relating to the Unit which are required under this deed and, as applicable, the Project Plans, to have been Confirmed, completed or updated and supplied to TfNSW before Final Acceptance of that Unit have been Confirmed, completed or updated and supplied to TfNSW;
- (f) all Relevant Source Code and Escrow Information in respect of the Unit has been deposited in escrow in accordance with this deed and the relevant Escrow Agreement;
- (g) all instruments, Spares and Tools relating to the Unit which are required under this deed and, as applicable, the Asset Management Plan, to have been completed and supplied to the Maintenance Facility Site or Commissioning Facility Site before Final Acceptance of that Unit have been completed and supplied to the Maintenance Facility Site or Commissioning Facility Site;
- (h) all Training to be provided by the Supplier in respect of the Unit before Final Acceptance of that Unit has been completed to the reasonable satisfaction of TfNSW's Representative;
- (i) the Supplier has rectified all Minor Defects in the Unit in accordance with clause 16.2 or is diligently following a Minor Defect Rectification Plan in accordance with clause 16.2(e);
- (j) Provisional Acceptance has been achieved in respect of that Unit;
- (k) the Unit must comply with all Mandatory Requirements;
- (l) subject to clause 16.2(a)(ii)(B), the Unit is free from all Defects;
- (m) the Supplier has done everything else which this deed requires it to have done as a precondition to achieving Final Acceptance of the Unit; and
- (n) the Unit complies with all requirements in SPR Appendix 02 and meets the configuration baseline requirements set out in the Configuration Management Plan.

1.5 Fleet Acceptance Criteria

The Fleet Acceptance Criteria for the Fleet are:

- (a) the Fleet must have achieved its Required Availability in every Availability Period over a rolling three month period;
- (b) each Unit in the Fleet must have achieved a level of reliability in performance such that the MDBF exceeds 60,000 km for the Fleet measured over a rolling three month period;
- (c) the Supplier must have achieved Final Acceptance of each Simulator and each Unit within the Fleet;
- (d) the Supplier must have provided TfNSW with the Defect Liability Bond in accordance with Schedule E7;

- (e) all updated documents and other information and things (including Contract Information, the Operations and Maintenance Manual, manuals and Training materials) relating to the Fleet which are required under this deed and, as applicable, the Project Plans, to have been Confirmed, completed or updated and supplied to TfNSW before Fleet Acceptance has been Confirmed, completed or updated and supplied to TfNSW;
- (f) all Relevant Source Code and Escrow Information in relation to the Fleet and the Maintenance Facility has been deposited in escrow in accordance with the relevant Escrow Agreements;
- (g) all instruments, Spares and Tools relating to the Fleet which are required under this deed and, as applicable, the Asset Management Plan, to have been completed and supplied to the Maintenance Facility Site before Fleet Acceptance have been completed and supplied to the Maintenance Facility Site;
- (h) all Training to be provided by the Supplier in respect of the Fleet prior to Fleet Acceptance has been completed to the reasonable satisfaction of TfNSW's Representative;
- (i) the Supplier has rectified all Minor Defects in the Fleet;
- (j) the Supplier has rectified all Recurrent Defects in accordance with clause 18.9 or is diligently following a Recurrent Defect Rectification Plan in accordance with clause 18.9(b);
- (k) the Supplier has rectified all Faults in accordance with clause 18.10, or is diligently following a Fault Rectification Plan in accordance with clause 18.10(b); and
- (l) the Supplier has done everything else which this deed requires it to have done as a precondition to achieving Fleet Acceptance.

Schedule D3 – Train Plan Parameters

1. Overview

1.1 Purpose of Train Plan Parameters

The Train Plan Parameters in this Schedule are the agreed parameters for development of Train Plans for the purposes of clause 19.

1.2 Ramp up

- (a) Prior to the Date of Provisional Acceptance of the last Unit in the Fleet to achieve Provisional Acceptance, the parameters described in paragraph 2 apply.
- (b) From and including the Date of Provisional Acceptance of the last Unit in the Fleet to achieve Provisional Acceptance, the parameters described in paragraph 3 apply.

1.3 Access Schedule for NIF Stabling Yards

Subject to paragraph 4, access to the NIF Stabling Yards to be granted, or procured, by TfNSW pursuant to clause 11.5 and paragraph 1.6 of Schedule C2 will be consistent with the scheduling provided in the Access Schedule and Table (b) and Table (c) of Appendix 1.

2. Train Plan Parameters – ramp up

- (a) TfNSW will produce a Train Plan which:
 - (i) provides for every Unit to be cycled through the Maintenance Facility at least every 60 days. The Supplier must use its best endeavours to assist TfNSW in achieving this outcome;
 - (ii) ensures the minimum number of Units to be delivered to the Maintenance Facility Site is in accordance with Table (b) of Appendix 1; and
 - (iii) allows Units delivered to the Maintenance Facility Site to remain for a minimum of 8 hours and Units stabled at a NIF Stabling Yard to be stabled for a total period of 3 hours during each Availability Period.
- (b) The number of Units to be made Available during the ramp up will be in accordance with paragraph 2.8 of Schedule E1.

3. Train Plan Parameters – Steady State

- (a) The number of Units to be made Available during each Availability Period will be in accordance with paragraph 2.8 of Schedule E1.
- (b) TfNSW will provide the Supplier access to a maximum of 14 NIF Stabling Yards, as contemplated in Table (c) in Appendix 1, for the provision of the Supplier's Activities.
- (c) TfNSW will produce a Train Plan which:
 - (i) provides for every Unit to be cycled through the Maintenance Facility at least every 60 days. The Supplier must use its best endeavours to assist TfNSW in achieving this outcome;
 - (ii) ensures the minimum number of Units to be delivered to the Maintenance Facility Site is in accordance with Table (c) of Appendix 1; and

- (iii) allows Units delivered the Maintenance Facility Site to remain for a minimum of 8 hours and Units stabled at a NIF Stabling Yard to be stabled for a total period of 3 hours during each Availability Period.

4. Special Event Periods

- (a) For Annual Special Event Periods and Additional Special Event Periods, TfNSW will give the Supplier eight weeks' advance notice of the number of Available Units for which the Supplier will not be provided access for performing maintenance activities and the time periods when the access will not be given.
- (b) If TfNSW gives the advance notice required in paragraph 4(a) then, for the duration of the Annual Special Event Period or Additional Special Event Period, the Supplier's access to the Available Units the subject of the notice will be restricted for such time, and to such extent, as is provided in the notice.

Appendix 1 – Nominated NIF Stabling Yards

- (a) Table (a) below specifies the nominal distribution of the current TfNSW fleet to be replaced by the Initial Fleet of new Trains.
- (b) Table (b) below specifies the nominal distribution of the Initial Fleet during the Delivery Phase.
- (c) Table (c) below specifies:
 - (i) the maximum number of NIF Stabling Yards to which the Supplier will have access; and
 - (ii) the nominal distribution of Units at each site as at the date of this deed for the Fleet.
- (d) The parties acknowledge that TfNSW will determine the order in which NIF Stabling Yards are made available to the Supplier and if TAHE (or TfNSW on behalf of TAHE) with respect to the Additional Units, TfNSW will determine how these Units are distributed across the NIF Stabling Yards.

Table (a): NIF Stabling Yards and nominal Fleet distribution – Current TfNSW fleet

Site No.	Location	Site Type	Nominal Fleet Distribution (No. Units)
1	Broadmeadow	Stabling Yard	■
2	Flemington	Stabling Yard	■
3	Gosford	Stabling Yard	■
4	Newcastle (Hamilton)	Stabling Yard	■
5	Eveleigh	Stabling Yard	■
6	Lithgow	Stabling Yard	■
7	Mt Victoria	Stabling Yard	■
8	Sydney Terminal	Stabling Yard	■
9	Kiama	Stabling Yard	■
10	Port Kembla	Stabling Yard	■
11	Wollongong	Stabling Yard	■
Total			■

Table (b): NIF Stabling Yards and nominal Fleet distribution – During ramp up

Line	Stabling Location	Nov-20 Long NIF		Nov-21 Long NIF		Nov-23 Long NIF	
		Short Units	Long Units	Short Units	Long Units	Short Units	Long Units
Central Coast and Newcastle	Newcastle Interchange						
	Hamilton						
	Broadmeadow						
	Kangy Angy Standing Roads within the Maintenance Facility Site*						
	Gosford						
	Eveleigh						
	Sydney Terminal						
CCN Sub-Total							
Blue Mountains	Mount Victoria						
	Eveleigh						
	Sydney Terminal						
	Lithgow						
Blue Mountains Sub-Total							
South Coast	Kiama						
	Port Kembla						
	Wollongong						
	Eveleigh						
South Coast Sub-Total							
Operational Total							
TfNSW Spares (graffiti etc)	Kangy Angy Standing Roads within the Maintenance Facility Site*						
	Eveleigh						
TfNSW Spare Total							
TfNSW Total (operational plus graffiti etc)							
Maintenance Spares	Kangy Angy Maintenance Shed within the Maintenance Facility Site**						
Fleet Size							
Operational Utilisation							
Fleet Availability							

Notes:

"Kangy Angy Standing Roads*" denotes external standing roads 6 and 7

"Kangy Angy Maintenance Shed*" denotes maintenance roads 1-4

Table (c): NIF Stabling Yards and nominal Fleet distribution – Post-Completion of Maintenance Facility

Line	Stabling Location	Road Locations	Site Capacity		Jun-24	
			Short Units	Long Units	Short Units	Long Units
Central Coast and Newcastle	Newcastle Interchange	Platform				
	Hamilton	Down Sidings				
	Broadmeadow	Decant				
		Maintenance Centre				
	Kangy Angy	Standing Roads within the Maintenance Facility Site*				
	Gosford	Car Sidings				
		Down Yard				
		South Sidings				
	Eveleigh					
	Sydney Terminal	Platform				
CCN Sub-Total						
Blue Mountains	Mount Victoria	Yard				
	Eveleigh					
	Lithgow	Car Sidings				
Blue Mountains Sub-Total						
South Coast	Kiama	Platform				
	Port Kembla	Yard				
		Platform Road				
		Loop Road				
		Engine Rd				
	Wollongong	Up Yard				
		Down Yard				

Line	Stabling Location	Road Locations	Site Capacity		Jun-24	
			Short Units	Long Units	Short Units	Long Units
	Eveleigh					
South Coast Sub-Total						
Operational Total						
TfNSW Spares (graffiti etc)	Kangy Angy	Standing Roads within the Maintenance Facility Site*				
	Eveleigh					
TfNSW Spare Total						
TfNSW Total (operational plus graffiti etc)						
Maintenance Spares	Kangy Angy	Maintenance Shed within the Maintenance Facility Site**				
Fleet Size						
Operational Utilisation						
Fleet Availability						

Notes:

"Kangy Angy Standing Roads*" denotes external standing roads 6 and 7

"Kangy Angy Maintenance Shed*" denotes maintenance roads 1-4

Schedule D4 – Minimum Operating Standards

1. Introduction

1.1 Terminology

The following terminology is used in this Schedule:

- (a) **(Into Service following Maintenance)**: The Minimum Operating Standards that apply to a Train that has been presented at the Entry Point at the Maintenance Facility Site and after the completion of scheduled maintenance activities in accordance with the Asset Management Plan.
- (b) **(Into Service)**: The Minimum Operating Standards that apply to a Train that has been presented at the Entry Point that has not otherwise been subject to scheduled maintenance activities prior to presentation at the Entry Point.
- (c) **(In Service)**: The Minimum Operating Standards that apply to a Train that has entered the Network.
- (d) **(Continue into service)**: The Train may enter service and passengers loaded/unloaded until either the end of the current Availability Period (i.e. 1 AP) or the end of the next Availability Period (i.e. 2 APs). The empty Train is then to be worked to the Maintenance Facility Site*.
- (e) **(Continue in service)**: The Train may remain In Service and passengers loaded/unloaded until either the end of the current Availability Period (1 AP) or the end of the next Availability Period (2 APs). The empty Train is then to be worked to the Maintenance Facility Site*.
- (f) **(Work out of service)**: The Train may remain In Service and passengers loaded/unloaded until the end of the current run or the end of the next run. The empty Train is then to be worked to the Maintenance Facility Site*.
- (g) **(Work empty out of service)**: A Train that is already empty is to be worked to the Maintenance Facility Site without taking on any passengers*.
- (h) **(Detrain at the next suitable station and work empty out of service)**: Detrain passengers at the current station (if the incident occurs at a station), or at the next suitable station (if the incident occurs between stations) and then work the empty Train to the Maintenance Facility Site*.
- (i) **(Time to Complete)**: The period allowed from the first report of the Defect to the time the Train is deemed Unavailable if the Defect is not rectified.
- (j) **(Time to Complete 0 AP)**: The Train must meet Minimum Operating Standards for entering into service following maintenance by the next Availability Period following report of the Defect.
- (k) **(Time to Complete 1 AP)**: The Train must meet Minimum Operating Standards for entering into service following maintenance by the second Availability Period following the completion of the Availability Period on which the Defect was reported.
- (l) **(Time to Complete 7 AP)**: The Train must meet Minimum Operating Standards for entering into service following maintenance by the eighth Availability Period following the completion of the Availability Period on which the Defect was reported.

- (m) **(Time to Complete 64 AP):** The Train must meet Minimum Operating Standards for entering into service following maintenance by the sixty-fifth Availability Period following the completion of the Availability Period on which the Defect was reported.

* Alternatively, depending on the nature of the Defect and the circumstances, the Train may either remain at, or be worked to, a NIF Stabling Yard where the Train can be assessed and/or repaired by the Supplier's Personnel.

1.2 References

The following references are used in this Schedule:

Number	Title
NTR 406	Using train lights
NTR 408	Using train whistles
NTR 410	Defective equipment
NTR 416	Disabled trains
TWP 136	Defective wheels
TWP 150	Damaged or missing window glass

1.3 Inconsistency

If there is any inconsistency between a requirement or obligation of the Supplier expressed in paragraph 2 and paragraph 3, the more stringent or onerous requirement or obligation applies.

2. Minimum Standards

2.1 Air Springs

Table 2.1: Air Springs

Equipment	Into Service following Maintenance	Into Service	In Service
Air springs	All must work and cars level with air springs inflated.	If one bogie's air spring(s) on any one Car is deflated or defective, isolate, report to the Train Controller and work empty out of service at max speed of 80km/h.	If one bogie's air spring(s) on any one Car is deflated or defective, isolate, report to the Train Controller and continue in service at max speed of 80km/h.

2.2 Air Conditioning – Passenger

Table 2.2: Air Conditioning – Passenger

Equipment	Into Service following Maintenance	Into Service	In Service
Air conditioning - passenger	All must be operational.	<p>If only one air conditioning unit supplying conditioned air to a Car and the internal temperature is less than 28 degrees C, continue into service.</p> <p>If no conditioned air is supplied to a Car, ensure that the fresh air fans are operating, forecast temperatures are in the range 15-25 degrees C and continue into service.</p> <p>In all cases, if not within the temperatures above, isolate the affected Car, report to the Train Controller and continue into service.</p> <p>If required to isolate two or more Cars work empty out of service.</p>	<p>If only one air conditioning unit supplying conditioned air to a Car and the internal temperature is less than 28 degrees C, continue in service.</p> <p>If no conditioned air is supplied to a Car, ensure that the fresh air fans are operating and temperature is less than 28 degrees C within the Car and continue in service.</p> <p>In all cases, if not within the temperatures above relocate passengers to other Car(s), isolate the affected Car, report to the Train Controller and continue in service.</p> <p>If required to isolate two or more Cars work out of service.</p>

2.3 Air Pressure Displays on Driver's Workstation

Table 2.3: Air Pressure Displays on Driver's Workstation

Equipment	Into Service following Maintenance	Into Service	In Service
Air pressure displays on Train Driver's workstation	<p>Must be operational.</p> <p>This standard is assessed by maintenance staff. Unless directed Train Crew are not required to test this equipment.</p>	<p>Must be operational.</p> <p>This standard is assessed by maintenance staff. Unless directed Train Crew are not required to test this equipment.</p>	<p>If the air pressure information is not available to the Train Driver, then detrain at the next suitable station and work empty out of service.</p>

2.4 Auxiliary Supply

Table 2.4: Auxiliary Supply

Equipment	Into Service following Maintenance	Into Service	In Service
EAPS including battery chargers	All must be operational.	If at least 50% of the EAPS modules are operational, report to the Train Controller and continue into service. If less than 50% EAPS modules are operational then report to the Train Controller and work empty out of service.	If at least 50% of the EAPS modules are operational, report to the Train Controller and continue in service. If less than 50% EAPS modules are operational then report to the Train Controller and work empty out of service.

2.5 Bogies

Table 2.5: Bogies

Equipment	Into Service following Maintenance	Into Service	In Service
Bogie components missing, loose, damaged or broken	No bogie components to be missing, loose, damaged or broken. Axle boxes must not be exhibiting signs of lubrication loss, overheating (discolouration or paint blistering) or signs of water damage or penetration. This standard is assessed by maintenance staff. Unless directed, Train Crew are not required to inspect this equipment.	No bogie components to be missing, loose, damaged or broken. Axle boxes must not be exhibiting signs of lubrication loss, overheating (discolouration or paint blistering) or signs of water damage or penetration. If the above is noted, report to the Train Controller and work empty out of service (or as directed). This standard is assessed by maintenance staff. Unless directed, Train Crew are not required to inspect this equipment.	No bogie components to be missing, loose, damaged or broken. Axle boxes must not be exhibiting signs of lubrication loss, overheating (discolouration or paint blistering) or signs of water damage or penetration. If the above is noted, report to the Train Controller, detain passengers at the next suitable station and work empty out of service (or as directed). This standard is assessed by maintenance staff. Unless directed, Train Crew are not required to inspect this equipment.

2.6 Brakes

Table 2.6: Brakes

Equipment	Into Service following Maintenance	Into Service	In Service
Brakes	Must be operational.	<p>If at least 75% of brake equipment per Unit is operational, report to the Train Controller and continue into service.</p> <p>If less than 75% of brake equipment per Unit is operational, report to the Train Controller and work empty out of service.</p>	<p>If at least 75% of brake equipment per Unit is operational, report to the Train Controller and continue in service.</p> <p>If less than 75% of brake equipment per Unit is operational, report to the Train Controller and work empty out of service.</p>

2.7 CCTV

Table 2.7: CCTV

Equipment	Into Service following Maintenance	Into Service	In Service
External CCTV system	System and all external cameras must be operational and provide clear visibility of the train-platform interface.	<p>If only one external CCTV camera inoperative per side (i.e. all cameras in other direction must be operational and provide clear visibility of the train-platform interface), report to the Train Controller and continue into service.</p> <p>If one or more cameras not operational or not able to provide clear visibility of the train-platform interface for both directions on either side, or if the CCTV HMI in the Crew cab is non-operational, report to the Train Controller and work empty out of service.</p>	<p>If camera(s) defective but all cameras in either direction per side are fully operational and provide clear visibility of the train-platform interface, report to the Train Controller and continue in service.</p> <p>If one or more cameras not operational or not able to provide clear visibility of the train-platform interface for both directions on either side, report to the Train Controller and work out of service.</p> <p>If the CCTV HMI in the Crew cab is non-operational, work empty out of service.</p>
Internal CCTV system	System and all internal cameras must be operational.	If any passenger area cannot be monitored by CCTV, work empty out of service.	If any passenger area cannot be monitored by CCTV, work out of service.

Equipment	Into Service following Maintenance	Into Service	In Service
CCTV image recorders	All must be operational.	If only one unit operational, report to the Train Controller and continue into service. If both units are not operational, work empty out of service.	If only one unit operational, report to the Train Controller and continue in service. If both units are not operational, report to the Train Controller and work out of service.

2.8 Certificates

Table 2.8: Certificates

Equipment	Into Service following Maintenance	Into Service	In Service
Certificate of Serviceability	Must have a valid Certificate of Serviceability.	Must have a valid Certificate of Serviceability.	Must have a valid Certificate of Serviceability.

2.9 Compressors

Table 2.9: Compressors

Equipment	Into Service following Maintenance	Into Service	In Service
Compressors	All must be operational.	At least two compressors operational and the Train is able to maintain operational main reservoir (MR) air pressure. Report to the Train Controller and continue into service. If only one compressor is operational, do not enter passenger service, report to the Train Controller and work empty out of service. If MR pressure cannot be maintained then treat the Train as disabled, do not enter passenger service report to the Train Controller and work empty out of service.	At least two compressors operational and the Train must maintain operational main reservoir (MR) air pressure above 600kPa. Report to the Train Controller and continue in service. If only one compressor is operational and the Train maintains operational MR air pressure, report to the Train Controller and work out of service. If MR pressure cannot be maintained then treat the set as disabled, report to the Train Controller and work empty out of service.

2.10 Couplers

Table 2.10: Couplers

Equipment	Into Service following Maintenance	Into Service	In Service
Couplers	Both leading and trailing end couplers must be operational. This standard is assessed by maintenance staff. Unless directed Train Crew are not required to inspect this equipment.	Both leading and trailing end couplers must be operational. This standard is assessed by maintenance staff. Unless directed Train Crew are not required to inspect this equipment.	Both leading and trailing end couplers must be operational. This standard is assessed by maintenance staff. Unless directed Train Crew are not required to inspect this equipment.

2.11 Train Crew Compartment

Table 2.11: Train Crew Compartment

Equipment	Into Service following Maintenance	Into Service	In Service
Cab air conditioning / heaters	All trailer driver car air conditioning units and cab fresh air units must be operating and maintaining temperature.	Permissible to run if no air conditioning in cab provided the fresh air unit is operational and temperature is tolerable (i.e. within the range 15 and 28 degrees C). Report to the Train Controller and continue into service.	Permissible to run if no air conditioning in cab provided the fresh air unit is operational and temperature is tolerable (i.e. within the range 15 and 28 degrees C). Report to the Train Controller and continue in service.
Blinds in cab	All must work.	If defective or damaged and can be repaired or tied up such that visibility is not affected, then report to the Train Controller and continue into service. If blind cannot be lowered or requires removal then report to the Train Controller and work Train to suit prevailing conditions.	If defective or damaged and can be repaired or tied up such that visibility is not affected, then report to the Train Controller and continue in service. If blind cannot be lowered or requires removal then report to the Train Controller and work Train to suit prevailing conditions.
Train Crew cab lights	All must work.	If more than 50% of Train Crew cab lights operational, report to the Train Controller and continue into service.	If more than 50% of Train Crew cab lights operational, report to the Train Controller and continue in service.
Train Crew bodyside and transverse doors	All must work.	Permissible for one Train Crew bodyside door to be isolated. Report to the Train Controller and work out of service.	Permissible for one Train Crew bodyside door to be isolated. Report to the Train Controller and work out of service.

Equipment	Into Service following Maintenance	Into Service	In Service
		If Train Crew transverse door is defective report to the Train Controller and work empty out of service.	If Train Crew transverse door is defective then report to the Train Controller and work out of service. If the transverse door cannot be closed and locked then detrain at the next suitable station and work empty out of service.
Fire extinguishers	All fire extinguishers must be fit for purpose, in date and securely fastened.	All fire extinguishers must be fit for purpose, in date and securely fastened.	All fire extinguishers must be fit for purpose, in date and securely fastened.
Cab indications, including TMS HMI	All must work.	If any of the following cab indications (see list below) are defective and cannot be monitored by alternative means, report to the Train Controller and work empty out of service: 1. park brake applied; 2. air spring fault; 3. locked axle fault; 4. traction interlock; 5. vigilance pushbutton(s); 6. door fault; 7. door open; and 8. passenger emergency egress inhibited.	If any of the following cab indications (see list below) are defective and cannot be monitored by alternative means, report to the Train Controller and work out of service: 1. park brake applied; 2. air spring fault; 3. locked axle fault; 4. traction interlock; 5. vigilance pushbutton(s); 6. door fault; 7. door open; and 8. passenger emergency egress inhibited.
PA system	All must be operational.	Report to the Train Controller and continue into service.	Report to the Train Controller and continue in service.
Intercom	All must be operational.	No communication possible, bells still operational or intercom useable but requires repeating of messages. Guard to relocate to other cab, report to the Train Controller and continue into service.	No communication possible, bells still operational or intercom useable but requires repeating of messages. Guard to relocate to other cab, report to the Train Controller and continue in service.
Train Crew seats	All must work and be fit for purpose.	If Train Crew seat is defective then report to the Train Controller and work empty out of service.	If Train Crew seat is defective then report to the Train Controller and work out of service.
Speedometer	All must be operational.	If speed information is not available to the Train Driver, report to the Train Controller and work empty out of service.	If speed information is not available to the Train Driver, report to the Train Controller then detrain at the next suitable station

Equipment	Into Service following Maintenance	Into Service	In Service
			and work empty out of service.
Horns	All must be operational.	If both town and country horns are defective (if continuous horn then isolate), report to the Train Controller and work empty out of service.	If both town and country horns are defective report to the Train Controller, run in accordance with NTR 408 Using train whistles and work out of service.
Windscreen wipers and washers	All must be operational.	If defective and dry conditions, continue into service at normal speed. If defective and wet conditions, do not enter passenger service. Report to the Train Controller and work empty out of service.	If defective and dry conditions, continue in service at normal speed. If defective, but still operating and wet conditions, continue in service at restricted speed to suit conditions and report to the Train Controller. If not operational and wet conditions - report to the Train Controller and work out of service at restricted speed to suit conditions.
Train radio	All must be operational.	If one or both not operational, report to the Train Controller and work empty out of service. Refer to NTR 410 Defective equipment.	If one or both not operational, refer to NTR 410 Defective equipment, report to the Train Controller and work out of service.
Windscreens	No cracks, chips, star damage, craters or scratches that impair the Train Driver's vision in the critical vision area are permitted in either the outer or inner glass layers.	If cracks, chips, star damage, craters or scratches are not in the critical viewing area and only affect outer layer of the windscreen, report to the Train Controller and continue into service. If cracks, chips, star damage, craters or scratches are not in the critical viewing area and affect both outer and inner layers of the windscreen, report to the Train Controller and work out of service.	If cracks, chips, star damage, craters or scratches are not in the critical viewing area and only affect outer layer of the windscreen, report to the Train Controller and continue in service. If cracks, chips, star damage, craters or scratches are not in the critical viewing area and affect both outer and inner layers of the windscreen, report to the Train Controller and work out of service.

Equipment	Into Service following Maintenance	Into Service	In Service
		If cracks, chips, star damage, craters or scratches that impair the Train Driver's vision in the critical vision area, report to the Train Controller and work empty out of service.	If cracks, chips, star damage, craters or scratches that impair the Train Driver's vision in the critical vision area, report to the Train Controller and work empty out of service.

2.12 Event Recorder

Table 2.12: Event Recorder

Equipment	Into Service following Maintenance	Into Service	In Service
Event Recorder	All must be operational.	At least one Event Recorder must be fully operational. Report to the Train Controller and continue into service. If all Event Recorders are defective, work empty out of service.	At least one Event Recorder must be fully operational. Report to the Train Controller and continue in service. If all Event Recorders are defective, and work out of service.

2.13 Decals

Table 2.13: Decals

Equipment	Into Service following Maintenance	Into Service	In Service
Decals	All emergency information decals must be undamaged, complete and legible on each car.	If any emergency information decals are damaged, missing or illegible continue into service. Report to the Train Controller. Decals to be replaced during the AP.	If any emergency information decals are damaged, missing or illegible continue in service. Report to the Train Controller. Decals to be replaced during the AP.

2.14 Door-Traction Interlocking

Table 2.14: Door-Traction Interlocking

Equipment	Into Service following Maintenance	Into Service	In Service
Traction interlocking and traction interlock indicators	All must be operational.	Traction interlocking not operational - traction remains available when doors open or preventing movement when all doors closed. Report to the Train Controller. Work empty out of service. Traction interlocking not operational on a maximum of one door per side. Report to the Train	Traction interlocking not operational - traction remains available when doors open or preventing movement when all doors closed. Report to the Train Controller. Detrain passengers at the next suitable station and work empty out of service. Traction interlocking not operational on a

Equipment	Into Service following Maintenance	Into Service	In Service
		Controller. Lock and isolate the affected doors and continue into service.	maximum of two doors per side. Report to the Train Controller. Lock and isolate the affected doors and continue in service.

2.15 Driver's Safety System

Table 2.15: Driver's Safety System

Equipment	Into Service following Maintenance	Into Service	In Service
Driver safety system - vigilance / operator enable system / ETCS	All equipment must be operational.	All equipment must be operational. If defective, do not enter passenger service, report to the Train Controller and work empty out of service.	Must be operational in active cab. If defective report to the Train Controller, isolate the defective equipment as required. If required, obtain the services of a qualified person to operate as a second person in the Train Driver's cab then work out of service. If a qualified person is not available, then detrain at the next suitable station and work empty out of service.
Tripgear	Both must be operational.	Both must be operational. If defective, do not enter passenger service, report to the Train Controller and work empty out of service.	Both must be operational. If defective, isolate defective trip gear and obtain the services of a qualified person to operate as a second person in the Train Driver's cab then work out of service. If a qualified person is not available then detrain at the next suitable station and work empty out of service.

2.16 Emergency Door Release (Internal or External)

Table 2.16: Emergency Door Release (Internal or External)

Equipment	Into Service following Maintenance	Into Service	In Service
Emergency door release (EDRs) (Internal) - Passenger bodyside and Crew transverse doors	All passenger bodyside and Train Crew transverse door EDRs must be fully operational.	All passenger bodyside and Train Crew transverse door EDRs must be fully operational.	If one passenger bodyside door internal EDR is not operational per Car, then lock and isolate the door.

Equipment	Into Service following Maintenance	Into Service	In Service
	This standard is assessed by maintenance staff. Unless directed, Train Crew are not required to inspect this equipment.	This standard is assessed by maintenance staff. Unless directed, Train Crew are not required to inspect this equipment.	If all passenger bodyside door internal EDRs are not operational per Car then relocate passengers to adjacent Cars and isolate the Car. Report to the Train Controller and continue in service.
Emergency door release (EDRs) (External)	All External EDRs must be fully operational. This standard is assessed by maintenance staff. Unless directed, Train Crew are not required to inspect this equipment.	All External EDRs must be fully operational. This standard is assessed by maintenance staff. Unless directed, Train Crew are not required to inspect this equipment.	If one or both passenger bodyside door external EDRs are found to be defective per Car, then relocate passengers to adjacent Cars and isolate the Car. Report to the Train Controller and continue in service.
Crew Inhibit	Train Crew Inhibit must be fully operational from both cabs. This standard is assessed by maintenance staff. Unless directed Train Crew are not required to inspect this equipment.	Train Crew Inhibit must be fully operational from both cabs. This standard is assessed by maintenance staff. Unless directed Train Crew are not required to inspect this equipment.	If Train Crew Inhibit is not operational then report to the Train Controller and work out of service.

2.17 Emergency (or Transition) Couplers

Table 2.17: Emergency (or Transition) Couplers

Equipment	Into Service following Maintenance	Into Service	In Service
Emergency couplers	Must be present and operational. This standard is assessed by maintenance staff. Unless directed, Train Crew are not required to inspect this equipment.	Must be present and secure. Operational aspects are to be assessed by maintenance staff. Unless directed, Train Crew are not required to inspect this equipment.	If required, fit in accordance with NTR 416 Disabled trains.

2.18 Emergency and Safety Equipment

Table 2.18: Emergency and Safety Equipment

Equipment	Into Service following Maintenance	Into Service	In Service
Emergency/safety equipment locker	Safety/emergency equipment locker must be locked with seal intact.	If the safety/emergency equipment locker is not locked or seal is broken, report broken seal and any missing items to the Train Controller and continue into service.	If the safety/emergency equipment locker is not locked or seal is broken, report broken seal and any missing items to the Train Controller and continue in service.

2.19 Floor

Table 2.19: Floor

Equipment	Into Service following Maintenance	Into Service	In Service
Floor	No uneven surfaces/trip hazards.	No uneven surfaces/trip hazards. If considered unsafe, isolate Car. Report to the Train Controller and continue into service.	No uneven surfaces/trip hazards. If considered unsafe, isolate Car. Report to the Train Controller and continue in service.

2.20 Fire Detection System

Table 2.20: Fire Detection System

Equipment	Into Service following Maintenance	Into Service	In Service
Internal smoke detectors	All fire detection equipment must be fully operational.	If one internal smoke detector not operational per Car, report to the Train Controller and continue into service. If all detectors not operational per Car, then, if required, isolate the Car, report to the Train Controller and continue into service.	If one internal smoke detector not operational per Car, report to the Train Controller and continue in service. If all detectors not operational per Car, then, if required, isolate the Car, report to the Train Controller and continue in service.
External smoke detectors	All fire detection equipment must be fully operational.	If one or more of the external smoke detectors is not operational per set, report to the Train Controller and continue into service.	If one or more of the external smoke detectors is not operational per set, report to the Train Controller and continue in service.
Cab fire indicator panel	All fire detection equipment must be fully operational.	If fire indicator panel in Train Driver's cab is not operational, report to the Train Controller and work out of service.	If fire indicator panel in Train Driver's cab is not operational, report to the Train Controller and work out of service.

2.21 Internal Fittings

Table 2.21: Internal Fittings

Equipment	Into Service following Maintenance	Into Service	In Service
Electrical wiring	No exposed wiring is permissible.	If any exposed wiring, isolate affected Car, report to the Train Controller and continue into service.	If any exposed wiring, isolate affected Car, report to the Train Controller and continue in service.

Equipment	Into Service following Maintenance	Into Service	In Service
Cabinet doors and covers	Must be fitted and secured/locked.	If any cabinet doors/covers cannot be secured and locked, isolate affected Car, report to the Train Controller and continue into service.	If any cabinet doors/covers cannot be secured and locked, isolate affected Car, report to the Train Controller and continue in service.
Internal panelling	All must be in a safe and secure condition.	If any internal panelling considered unsafe, isolate affected Car, report to the Train Controller and continue into service.	If any internal panelling considered unsafe, isolate affected Car, report to the Train Controller and continue in service.
Handrails and grab handles	All must be in a safe and secure condition.	If any handrails or grab handles considered unsafe, isolate affected Car, report to the Train Controller and continue into service.	If any handrails or grab handles considered unsafe, isolate affected Car, report to the Train Controller and continue in service.
Interior glass	No broken or missing glass No visible cracks greater than 100mm.	If any broken or missing glass, isolate affected Car, report to the Train Controller and, continue into service.	If any broken or missing glass, isolate affected Car, report to the Train Controller and, continue in service.

2.22 Lights Exterior

Table 2.22: Lights Exterior

Equipment	Into Service following Maintenance	Into Service	In Service
Headlights, foglights and marker lights	All must be operational.	If any defective, report to the Train Controller, refer to NTR 406 Using train lights and continue into service.	If any defective, report to the Train Controller, refer to NTR 406 Using train lights and continue in service.
Coupler lights and Train Crew step lights	All must be operational.	If defective, report to the Train Controller and continue into service.	If defective, report to the Train Controller and continue in service.

2.23 Lights Interior

Table 2.23: Lights Interior

Equipment	Into Service following Maintenance	Into Service	In Service
Passenger Car lighting	All lights must be working.	If any defective, report to the Train Controller. Permissible for up to 25% to be not operational in any one Car's passenger	If any defective, report to the Train Controller. It is permissible to have no lighting on one side of any Car and to continue in service.

Equipment	Into Service following Maintenance	Into Service	In Service
		<p>area and continue into service.</p> <p>If more than the maximum permissible are defective, then isolate the Car, report to the Train Controller and continue into service.</p>	<p>If all passenger lighting is defective on a Car, then isolate the Car and continue in service.</p>
Passenger door exit lights	All lights must be working.	<p>If exit lights are partially defective on a passenger door, report to the Train Controller and continue into service.</p> <p>If all exit lights are defective on a passenger door, lock and isolate the door, report to the Train Controller and continue into service.</p>	<p>If exit lights are partially defective on a passenger door, report to the Train Controller and continue in service.</p> <p>If all exit lights are defective on a passenger door, lock and isolate the door, report to the Train Controller and continue in service.</p>

2.24 Pantographs

Table 2.24: Pantographs

Equipment	Into Service following Maintenance	Into Service	In Service
Pantographs	All must be operational.	<p>Defective pantograph must be lowered and isolated, and sufficient pantographs operational as follows:</p> <ul style="list-style-type: none"> ▪ Short Unit – all pantographs operational ▪ Long Unit – 2 out of 3 pantographs operational ▪ Short Train – 3 out of 4 pantographs operational ▪ Long Train – 4 out of 5 pantographs operational <p>Report to the Train Controller and continue into service.</p> <p>If defective pantograph cannot be lowered and isolated, report to the Train Controller and do not move the set until authorised to do so.</p> <p>If insufficient pantographs operational then report to the Train Controller and work empty out of service.</p>	<p>Defective pantograph must be lowered and isolated, and sufficient pantographs operational as follows:</p> <ul style="list-style-type: none"> ▪ Short Unit – all pantographs operational ▪ Long Unit – 2 out of 3 pantographs operational ▪ Short Train – 3 out of 4 pantographs operational ▪ Long Train – 4 out of 5 pantographs operational <p>Report to the Train Controller and continue in service.</p> <p>If defective pantograph cannot be lowered and isolated, report to the Train Controller and do not move the set until authorised to do so.</p> <p>If insufficient pantographs operational then report to the Train Controller, detrain at the next suitable station and work empty out of service.</p>

2.25 Passenger Doors

Table 2.25: Passenger Doors

Equipment	Into Service following Maintenance	Into Service	In Service
Passenger bodyside doors	All must be operational.	<p>If up to one door per side to be defective, lock and isolate the door then continue into service.</p> <p>If unable to close any passenger door, work empty out of service.</p>	<p>If up to two doors per side to be defective, lock and isolate the doors then continue in service.</p> <p>If both the defective doors are on one Car, then isolate the Car and continue in service.</p> <p>If unable to close any passenger door, detrain at the next suitable station</p>

Equipment	Into Service following Maintenance	Into Service	In Service
			and work empty out of service.
Passenger intercar doors	All must be operational.	<p>If one intercar door is defective, lock the intercar door open and continue into service. If not possible then close and isolate the door, report to the Train Controller and continue into service.</p> <p>If more than one intercar door is defective, report to the Train Controller and work empty out of service.</p>	<p>If up to two intercar doors are defective, lock the intercars door open and continue into service. If not possible, close and isolate the doors, report to the Train Controller and continue into service.</p> <p>If both intercar doors are unable to be locked open on a single Car, isolate the affected Car, report to the Train Controller and continue in Service.</p> <p>If more than two intercar doors are defective, report to the Train Controller and work out of service.</p>

2.26 Passenger Intercom

Table 2.26: Passenger Intercom

Equipment	Into Service following Maintenance	Into Service	In Service
Passenger intercom	All must be operational.	<p>If passenger intercom(s) in any Car are defective, tag unit(s) as not operational, report to the Train Controller and continue into service.</p> <p>If no passenger intercoms are operational in any one allocated wheelchair area then tag units as not operational. When operating after dark, isolate the Car and report to the Train Controller and continue into service.</p>	<p>If passenger intercom(s) in any Car are defective, tag unit(s) as not operational, report to the Train Controller and continue in service.</p> <p>If no passenger intercoms are operational in any one allocated wheelchair area then tag units as not operational. If operating after dark, isolate the Car and report to the Train Controller and continue in service.</p>

2.27 Passenger Information Displays

Table 2.27: Passenger Information Displays

Equipment	Into Service following Maintenance	Into Service	In Service
Passenger information displays	All internal and external displays must be operational.	If one or more displays are defective in any Car then isolate the displays concerned and continue into service.	If one or more displays are defective in any Car then isolate the displays concerned and continue in service.

Equipment	Into Service following Maintenance	Into Service	In Service
		<p>If one or more displays have been vandalised and are considered hazardous to passengers then report to the Train Controller, isolate the affected Car and continue into service.</p> <p>If all displays in all Cars are defective, then isolate the system, report to the Train Controller and continue into service.</p>	<p>If one or more displays have been vandalised and are considered hazardous to passengers then report to the Train Controller, isolate the affected Car and continue in service.</p> <p>If all displays in all Cars are defective, then isolate the system, report to the Train Controller and continue in service.</p>

2.28 Seats

Table 2.28: Seats

Equipment	Into Service following Maintenance	Into Service	In Service
Passenger seats	All seats, including flip up seats, securely installed, clean, safe and usable. All flip up and walkover seat mechanisms must be operational.	<p>Permissible to enter passenger service with up to nine individual seats per Car missing or unsuitable for passenger use. Report to the Train Controller and continue into service.</p> <p>If more than nine seats in a Car cannot be used or if any seats are considered unsafe, then isolate the Car and continue into service.</p>	<p>Permissible to run in passenger service with up to nine individual seats per Car missing or unsuitable for passenger use. Report to the Train Controller and continue in service.</p> <p>If more than nine seats in a Car cannot be used or if any seats are considered unsafe, then isolate the Car and continue in service.</p>

2.29

Table 2.29:

Equipment	Into Service following Maintenance	Into Service	In Service
	All must be operational.	If not operational, report to the Train Controller and work empty out of service.	If not operational, report to the Train Controller and work out of service.

2.30 Terminal End Emergency Egress System

Table 2.30: Terminal End Emergency Egress System

Equipment	Into Service following Maintenance	Into Service	In Service
Terminal end emergency egress system	Must be fitted and visually free from obvious damage or signs of tampering.	Must be fitted and visually free from obvious damage or signs of tampering. If defective, report to the	Must be fitted and visually free from obvious damage or signs of tampering. If defective, report to the

Equipment	Into Service following Maintenance	Into Service	In Service
		Train Controller and work empty out of service.	Train Controller and work out of service.

2.31 Toilets

Table 2.31: Toilets

Equipment	Into Service following Maintenance	Into Service	In Service
Toilets	All must be operational.	<p>If any toilet is unusable:</p> <ol style="list-style-type: none"> 1. Lock the doors. 2. Advise passengers. 3. Advise the Train Controller (Defects) and work empty out of service. 	<p>If the accessible toilet is unusable:</p> <ol style="list-style-type: none"> 1. Lock the doors. 2. Advise passengers. 3. Advise the Train Controller (Defects) and work out of service. <p>If the standard access toilet is unusable:</p> <ol style="list-style-type: none"> 1. Lock the doors. 2. Advise passengers. 3. Advise the Train Controller (Defects) and continue in service.

2.32 Traction

Table 2.32: Traction

Equipment	Into Service following Maintenance	Into Service	In Service
Traction inverter and motors	All must be operational.	<p>Sufficient traction inverters and motors must be operational as follows:</p> <ul style="list-style-type: none"> ▪ Short Unit – all operational ▪ Long Unit – 2 out of 3 propulsion systems operational ▪ Short Train – 3 out of 4 propulsion systems operational ▪ Long Train – 4 out of 5 propulsion systems operational <p>Report to the Train Controller and continue into service.</p> <p>If insufficient traction inverters and/or motors are operational then report to the Train Controller and work empty out of service.</p>	<p>Sufficient traction inverters and motors must be operational as follows:</p> <ul style="list-style-type: none"> ▪ Short Unit – all operational ▪ Long Unit – 2 out of 3 propulsion systems operational ▪ Short Train – 3 out of 4 propulsion systems operational ▪ Long Train – 4 out of 5 propulsion systems operational <p>Report to the Train Controller and continue in service.</p> <p>If insufficient traction inverters and/or motors are operational then report to the Train Controller, detain at the next suitable</p>

Equipment	Into Service following Maintenance	Into Service	In Service
			station and work empty out of service.

2.33 Train Presentation

Table 2.33: Train Presentation

Equipment	Into Service following Maintenance	Into Service	In Service
Exterior	Complies with Train Presentation Standard - clean and no external Graffiti to be visible.	Clean and no external Graffiti to be visible.	Matters of train presentation including cleanliness and potentially offensive Graffiti must be reported to the Train Controller.
Interior	Complies with Train Presentation Standard - clean and no internal Graffiti to be visible.	<p>Cars to be clean and free of hazards and Graffiti that are of a direct personal nature, offensive matter or dangerous material.</p> <p>Offensive Graffiti includes obscenity or vulgarity of a direct personal nature.</p> <p>Offensive matter includes vomit and human waste.</p> <p>Dangerous material includes blood, glass and sharp objects.</p> <p>Report to the Train Controller and, if necessary, isolate the Car affected, and continue into service.</p> <p>If more than one Car is affected, do not enter passenger service until the Cars concerned have been cleaned.</p>	<p>Cars to be clean and free of hazards and Graffiti that are of a direct personal nature, offensive matter or dangerous material.</p> <p>Offensive Graffiti includes obscenity or vulgarity of a direct personal nature.</p> <p>Offensive matter includes vomit and human waste.</p> <p>Dangerous material includes blood, glass and sharp objects.</p> <p>Report to the Train Controller and, if necessary, isolate the Car affected, and continue in service.</p> <p>If more than one Car is affected, detain at the next suitable station and arrange cleaning or work empty out of service.</p>

2.34 Water Inside Train

Table 2.34: Water Inside Train

Equipment	Into Service following Maintenance	Into Service	In Service
Water in Train	No interior surfaces to be wet.	If any wet surfaces are considered to pose a slip hazard or result in significant passenger discomfort then isolate the Car concerned and continue into service. Report to the Train Controller.	If any wet surfaces are considered to pose a slip hazard or result in significant passenger discomfort then isolate the Car concerned and continue in service. Report to the Train Controller.

2.35 Wheels

Table 2.35: Wheels

Equipment	Into Service following Maintenance	Into Service	In Service
Wheels	<p>Refer to TWP 136 Defective wheels for details of allowable defects and actions required.</p> <p>This standard is assessed by maintenance staff. Unless directed, Train Crew are not required to inspect this equipment.</p>	Refer to TWP 136 Defective wheels for details of allowable defects and actions required.	Refer to TWP 136 Defective wheels for details of allowable defects and actions required.

2.36 Windows

Table 2.36: Windows

Equipment	Into Service following Maintenance	Into Service	In Service
Windscreens, Train Crew bodyside windows, passenger bodyside windows, bodyside door windows, Train Crew transverse door windows and intercar door windows	<p>Refer to TWP 150 Damaged or missing window glass for details of allowable defects and actions required.</p> <p>This standard is assessed by maintenance staff. Unless directed, Train Crew are not required to inspect this equipment.</p>	Refer to TWP 150 Damaged or missing window glass for details of allowable defects and actions required.	Refer to TWP 150 Damaged or missing window glass for details of allowable defects and actions required.

3. Performance Operating Standards

Table 3: Performance Operating Standards

Equipment	Defect Measure	Time to Complete
Air springs	Any Defect	■
Air conditioning - passenger	Any Defect	■
EAPS including battery chargers	Any Defect	■
Brakes	Any Defect	■
External CCTV system	Any Defect	■
Internal CCTV	Any Defect	■
CCTV image recorders	Any Defect	■
CCTV HMI	Any Defect	■
Compressors	Any Defect	■
Couplers	Any Defect	■
Crew cab HVAC	Any Defect	■
Crew cab blinds	Any Defect	■
Crew cab lights	Any Defect	■
Crew bodyside door	Any Defect	■
PA system	Any Defect	■
Intercom	Any Defect	■
Windscreen wipers and washers	Any Defect	■
Windscreens	Any Defect	■
Event recorder	Any Defect	■
Decals	Any Defect	■
Traction interlock	Any Defect	■
Emergency/safety locker equipment	Any Defect	■
Floor	Any Defect	■
Internal smoke detectors	Any Defect	■
External smoke detectors	Any Defect	■
Internal fittings (any/all)	Any Defect	■
Lights exterior (any/all)	Any Defect	■
Coupler lights and Crew step lights	Any Defect	■
Passenger car lighting	Any Defect	■
Passenger door exit lights	Any Defect	■
Pantographs	Any Defect	■
Passenger bodyside doors	Any Defect	■
Passenger intercar doors	Any Defect	■

Equipment	Defect Measure	Time to Complete
Passenger intercom	Any Defect	■
Passenger information displays	Any Defect	■
Seats	Flip-up seat mechanism fault	■
Seats	Seat covering worn	■
Seats	Seat covering torn/ripped	■
Toilets	Toilets partly unavailable	■
Toilets	All toilets unavailable	■
Toilets	Toilet amenity (e.g. change table) damaged	■
Traction inverters and motors	Any Defect	■
Windows	Any Defect	■
DWD	Any Defect	■
Automatic DVA	Automatic announcements not working in one Car only	■
Automatic DVA	Automatic announcements not working in all cars (including incorrect data)	■
Hearing augmentation	Hearing augmentation in any fitted zone not functional or distorted	■
Crew cab heater	Train Crew cab heater not functional	■
Crew cab demister	Train Crew cab demister not functional	■
Train monitoring systems	TMS HMI not functional	■
Train monitoring systems	TMS sub-system interface not functional	■
Remote data communications	Remote data communications degraded but still functional	■
Remote data communications	Remote data communications completely not functional	■
Passenger counting system	Passenger counting system not functional in one Car only	■
Passenger counting system	Passenger counting system not functional in all cars	■
Energy metering system	Any Defect	■
Infrastructure monitoring systems	Any Defect	■

Equipment	Defect Measure	Time to Complete
Passenger Wi-Fi	Any Defect	■
Protection films	Any fault including poorly applied (gaps and bubble) film	■
Lighting - interior general	Lighting still functional but mismatched colours	■
Other redundant Train systems	Loss of redundancy in other Train systems (e.g. communications)	■
Batteries	Any Defect	■
Coat hooks	Any Defect	■
Cup holders	Any Defect	■
GPOs / USB sockets (Crew cab)	Any Defect	■
GPOs / USB sockets (passengers saloon)	Any Defect	■
Luggage racks	Any Defect	■
Smart card access equipment	Any Defect	■
Tray tables	Any Defect	■

Schedule D5 – Recurrent Defect Periods

1. Recurrent Defect Periods

Subject to paragraph 2, the **Recurrent Defect Period** is:

- (a) for Units, five years from the Date of Fleet Acceptance;
- (b) for Simulators, three years from the Date of Provisional Acceptance of the last Simulator to achieve Provisional Acceptance;
- (c) for the Maintenance Facility Equipment, five years from the Date of MFI Practical Completion; and
- (d) for Spares, two years from the later of:
 - (i) the date the Spare is first installed on the Unit or other Asset; or
 - (ii) if the Spare is a rotatable spare, the date it was most recently installed in a Unit or other Asset.

2. Recurrent Defect Periods for specific sub-systems

Without prejudice to paragraph 1, the Recurrent Defect Period for each sub-system listed in the first column of the table below is the respective period after the Date of Fleet Acceptance set out in the second column of that table.

System	Recurrent Defect Period
Bogies	
Bodyshell	

Schedule D6 – Through Life Support

1. Through Life Obsolescence Support

1.1 Supplier to give notice of Obsolescence

If at any time during the Through Life Support Period, any Spare becomes, or is reasonably likely to become, Obsolete, the Supplier must as soon as possible provide TfNSW with a notice (**Obsolescence Notice**) setting out details of the nature of and reasons for the Obsolescence.

1.2 Supplier to investigate options to address Obsolescence

- (a) The Supplier must, at its own cost, use its best endeavours to investigate and identify options available to the parties to overcome the Obsolescence identified in an Obsolescence Notice including:
- (i) opportunities for the Supplier, TfNSW or TAHE to purchase or acquire sufficient rights to an adequate contingency supply of the Obsolete item;
 - (ii) opportunities for the Supplier or TfNSW to purchase or acquire the Obsolete item from an alternative supplier;
 - (iii) the replacement of the item by the Supplier with a suitable alternative product;
 - (iv) opportunities for TfNSW to procure the manufacture of the Obsolete item and any alternative manufacturer; or
 - (v) options to ensure that TfNSW is able to access technical assistance for software faults arising in any proprietary software comprising part of a Spare,
- in each case, to ensure that the relevant Spare continues to:
- (vi) satisfy the requirements set out in the SPR and this deed throughout the Design Life of all related Assets; and
 - (vii) be available:
 - (A) to the Supplier at the Supplier's cost until the End Date; and
 - (B) to TfNSW and TAHE at TfNSW's or TAHE's cost after the End Date,
 to support the maintenance of the relevant Asset up to the end of its Design Life without any adverse effect on, or material inconvenience to, TfNSW, TAHE, the Operator or any NSW Rail Entity.
- (b) The Supplier must:
- (i) consult regularly with TfNSW concerning the investigation and development of options under paragraph 1.2(a);
 - (ii) provide TfNSW with all further information and assistance reasonably required to enable TfNSW to make an appropriate decision on the options identified;
 - (iii) provide TfNSW with any data reasonably required by TfNSW (including original design information and performance specifications) to enable TfNSW to source another manufacturer to supply the Obsolete item; and
 - (iv) provide TfNSW with technical assistance to resolve software faults occurring in any Asset that contains proprietary software.

1.3 TfNSW's discretion

TfNSW may, at any time, either:

- (a) on consideration of the options identified by the Supplier for managing the Obsolescence of the item:
 - (i) notify the Supplier which (if any) of the options identified it wishes the Supplier to implement; or
 - (ii) require the Supplier to identify further alternative solutions to address the Obsolescence (in which case paragraph 1.2 will reapply); or
- (b) notify the Supplier of a reasonable alternative solution preferred by TfNSW to address the Obsolescence.

1.4 Supplier's obligations

The Supplier must do all that is necessary to:

- (a) implement the option for addressing the Obsolescence chosen by TfNSW pursuant to paragraph 1.3; and
- (b) ensure that the relevant Spare continues to:
 - (i) satisfy the requirements set out in the SPR and this deed throughout the Design Life of all related Assets; and
 - (ii) be available:
 - (A) to the Supplier at the Supplier's cost until the End Date; and
 - (B) to TfNSW at TfNSW's cost after the End Date,
 to support the maintenance of the relevant Asset up to the end of its Design Life without any adverse effect on, or material inconvenience to, TfNSW.

1.5 Supplier not excused

Despite any other provision of this deed, the Obsolescence or impending Obsolescence of any Spare does not excuse any failure by the Supplier to comply with its obligations under this deed.

2. Supply of Spares

2.1 Spares List

- (a) The Supplier warrants that:
 - (i) at the date of this deed (to the extent practicable prior to the Design Completion Date); and
 - (ii) at the times identified in paragraph 2.1(b),
it has identified all the Spares (including Test Equipment and Tools) that may be necessary, relevant or convenient to support the whole of life operation, maintenance and use of each Asset and those items are set out:
 - (iii) on the date of this deed, in the Spares List in paragraph 5 of Schedule E4; and
 - (iv) at the times identified in paragraph 2.1(b), when the Spares List is updated.
- (b) The Supplier must update the Spares List, without increasing the price of the Spare or the maximum lead time for the Spare from the Spares List in paragraph 5 of Schedule E4:
 - (i) on the Design Completion Date;

- (ii) each time the Asset Management System is updated in accordance with clause 18.2(a);
- (iii) as required to reflect the Variation Effects on the Spares List arising from each Variation; and
- (iv) 20 Business Days after Confirmation of the Technical Package in respect of the Additional MF Works for the AFC stage under Schedule B1.

2.2 Spares Purchase Order

- (a) At any time during the Through Life Support Period, if TfNSW issues to the Supplier a purchase order (**Spares Purchase Order**):
 - (i) the Supplier must, procure, manufacture, supply, test and commission Spares from the Spares List identified in the Spares Purchase Order; and
 - (ii) TfNSW or TAHE must purchase those Spares and Consumables, on the terms and conditions set out in this paragraph 2.
- (b) TfNSW must ensure that its Spares Purchase Order:
 - (i) clearly identifies from the Spares List all those Spares that TfNSW wishes to purchase; and
 - (ii) includes TfNSW's preferred delivery plan for the Spares (if any).
- (c) Within 10 Business Days of receiving a Spares Purchase Order, the Supplier must provide to TfNSW for agreement a draft delivery program for the Spares. The program must:
 - (i) not contemplate any delay to any existing Supplier's Activities or the times for supply of any existing Deliverable under this deed;
 - (ii) provide for delivery and commissioning of each Spare within the maximum lead time specified for that item indicated in the Spares List; and
 - (iii) if TfNSW's required delivery plan contemplates earlier dates for delivery and commissioning, the Supplier must use all reasonable endeavours to commit in its draft program to meet those requirements for earlier delivery and commissioning.

2.3 Delivery and acceptance of Spares

- (a) The Supplier must deliver and commission Spares at the Delivery Location by the date specified in the program agreed under paragraph 2.2(c).
- (b) The Supplier must give TfNSW's Representative:
 - (i) not less than 20 Business Days' notice of the date, time and location when it proposes to deliver and commission each Spare; and
 - (ii) not less than five Business Days' notice of the date, time and location when it proposes to deliver and commission a Spare that has previously been the subject of a Rejection Notice under paragraph 2.3(e).
- (c) The Supplier must provide TfNSW's Representative with all additional documents, details and other information that TfNSW's Representative may reasonably require in order to demonstrate whether the Spare is fit for purpose.
- (d) If, on delivery and commissioning, TfNSW's Representative is satisfied the Spares:
 - (i) are of the type and in the quantities ordered;
 - (ii) have passed satisfactorily all relevant Verification Activities; and
 - (iii) are otherwise fit for purpose,

TfNSW's Representative must confirm acceptance of the Spare within 10 Business Days of making that determination.

- (e) If, on delivery and commissioning, TfNSW's Representative is not satisfied that Spares;
 - (i) are of the type and in the quantities ordered;
 - (ii) have passed satisfactorily all relevant Verification Activities; or
 - (iii) are otherwise fit for purpose,

TfNSW's Representative will issue a Rejection Certificate to the Supplier, detailing the required rectification work which must be completed before the Spares may (and must) be re-submitted for delivery and commissioning.
- (f) A Rejection Certificate issued under paragraph 2.3(e) is a Remedial Direction.
- (g) If TfNSW's Representative issues a Rejection Certificate for any Spares or Consumables:
 - (i) the Supplier must remove the relevant Spare from the Delivery Location within two Business Days of the date of the Rejection Certificate at the Supplier's cost and, at the Supplier's option, either:
 - (A) promptly carry out the rectification works set out in the Rejection Certificate and any other rectification works that are necessary to ensure the Spare is fit for purpose; or
 - (B) supply or procure the supply of a replacement Spare that is fit for purpose; and
 - (ii) on satisfactory completion of all of those works or the availability of the replacement:
 - (A) give TfNSW's Representative the notice required under paragraph 2.3(b); and
 - (B) deliver and commission the Spare in accordance with that notice.
- (h) The Supplier acknowledges and agrees that the ability of TfNSW or TAHE to purchase any Spares is entirely for the convenience and benefit of TfNSW and TAHE and is in addition to, and does not limit in any way, the Supplier's obligation to supply and manage all Spares necessary for its performance of the Maintenance Services.

2.4 Spares warranty

The Supplier warrants that:

- (a) all Spares supplied under the provisions of this Schedule will be procured, manufactured, subject to Verification Activities and commissioned in accordance with the Technical Documents;
- (b) all related work carried out in accordance with the Technical Documents will satisfy the requirements of this deed; and
- (c) the Spares will in each case:
 - (i) upon delivery and commissioning;
 - (ii) thereafter during the Term; and
 - (iii) after the Expiry Date, subject to being stored and maintained in accordance with Good Industry Practice, at all relevant times throughout their Design Life,

be safe and fit for their intended purpose.

2.5 Price and payment for supply of Spares

TfNSW must procure payment for Spares under this Schedule in accordance with clause 25 of this deed and for those purposes:

- (a) the confirmation given by TfNSW's Representative under paragraph 2.3(d) is deemed to be a Delivery Milestone;
- (b) the price of each Spare is:
 - (i) up to and including the Expiry Date, the listed price of the Spare in the Spares List (as indexed in accordance with this deed); or
 - (ii) after the Expiry Date, the Supplier's current list price from time to time for the Spare, provided that if that current list price is higher than the price in the Spares List (as indexed in accordance with this deed), the Supplier must demonstrate to TfNSW's reasonable satisfaction that the higher price is generally representative of prices charged by the Supplier to its other comparable customers; and
- (c) the price of the Spare is deemed to be the amount of the relevant Progress Payment.

2.6 Fixed price for Spares

The listed price of each Spare in the Spares List (together with any additions or deductions expressly provided for by this deed):

- (a) are fixed prices;
- (b) include an allowance for all costs, expenses, fees and charges incurred by the Supplier in performing its obligations under this paragraph 2;
- (c) include an allowance for all related items of work under this deed (including the supply of any labour, materials or other necessary items);
- (d) include an allowance for the Supplier's profit, attendance, preliminaries, supervision and all overheads in connection with the performance of its obligations under this paragraph 2;
- (e) will not be subject to any rise and fall in costs of materials or labour or otherwise, foreign exchange adjustment or any other adjustment for any reason, except to the extent expressly provided by this paragraph 2; and
- (f) subject to clause 53.2 of this deed, include all duties including stamp duty, Importation GST, customs duty and import duty.

Schedules E – Financial

Schedule E1 – Payments Mechanism

1. Payments for Delivery Activities

1.1 Initial Fleet

Subject to paragraph 1.2 and paragraph 1.4, TfNSW must procure payment of Progress Payments to the Supplier in respect of the Initial Fleet and the Simulators in accordance with clause 22.3 and Table 1.1.

Table 1.1: Progress Payments – Initial Fleet and Simulators

	Delivery Milestone	When Delivery Milestone achieved	Amount of Progress Payment	
			(% of Initial Fleet Contract Value)	Amount (\$ Nominal)
(a)	Mobilisation payment	Commencement Date		
(b)	System Definition Review complete	Completion of requirements outlined in section 3.2(b) of the SPR		
(c)	Detailed Design Review complete	Completion of requirements outlined in section 3.4(b) of the SPR		
(d)	SVP002 Submedium Electric Outline Complete			
(e)	Body-shell fabrication complete - Long Unit	This Delivery Milestone will be achieved when the stainless steel structure has been completed		
(f)	Body-shell fabrication complete - Short Unit	This Delivery Milestone will be achieved when the stainless steel structure has been completed		
(g)	Unit complete and loaded for transport - Long Unit	This Delivery Milestone will be achieved when fit out, factory testing and packaging have been successfully completed		
(h)	Unit complete and loaded for transport - Short Unit	This Delivery Milestone will be achieved when fit out, factory testing and packaging have been successfully completed		
(i)	Provisional Acceptance of all Simulators	All Simulators have achieved Provisional Acceptance		
(j)	Provisional Acceptance of each Long Unit	Provisional Acceptance of each Unit		

	Delivery Milestone	When Delivery Milestone achieved	Amount of Progress Payment	
			(% of Initial Fleet Contract Value)	Amount (\$ Nominal)
(k)	Provisional Acceptance of each Short Unit	Provisional Acceptance of each Unit		
(l)	Interim Final Acceptance of each Long Unit*	Interim Final Acceptance of each Unit		
(m)	Interim Final Acceptance of each Short Unit*	Interim Final Acceptance of each Unit		
(n)	Final Acceptance of each Long Unit	Final Acceptance of each Unit		
(o)	Final Acceptance of each Short Unit	Final Acceptance of each Unit		
(p)	Fleet Acceptance	Fleet Acceptance Certificate is issued		
(q)	Simulator Variation payment			
(r)	Lump sum Variation payment			
Initial Fleet Contract Value				

*If Interim Final Acceptance does not apply to a Unit as it is not to be a Stored Unit, then the payments for Interim Final Acceptance and Final Acceptance are to be payable at the same time following Final Acceptance.

1.2 Fleet Acceptance

For the avoidance of doubt, the Progress Payment for Fleet Acceptance is payable when the Fleet Acceptance Certificate is issued for the entire Fleet, including the Additional Units.

1.3 Fleet Acceptance Sunset Date

The Supplier acknowledges and agrees that:

- (a) the Supplier can only claim the Progress Payment for Fleet Acceptance, and the Progress Payment for Fleet Acceptance will only be payable, if Fleet Acceptance is achieved on or before the Fleet Acceptance Sunset Date; and
- (b) the Supplier will not be entitled to any Claim in respect of, and waives all entitlement to payment of, the Progress Payment for Fleet Acceptance if Fleet Acceptance is not achieved on or before the Fleet Acceptance Sunset Date, irrespective of whether Fleet Acceptance is subsequently achieved by the Supplier at a later time.

1.4 Energy Consumption

If the Supplier is unable to meet the Reference Energy Consumption for the Fleet on or before the Date of Fleet Acceptance:

1.6 Additional Fleet

TfNSW must procure payment of Progress Payments to the Supplier in respect of the Additional Fleet in accordance with clause 22.3 and Table 1.6.

Table 1.6: Progress Payments – Additional Units

	Delivery Milestone	When Delivery Milestone achieved	Amount of Progress Payment	
			(% of Additional Fleet Contract Value)	Amount (\$ Nominal)
1.	Mobilisation Payment	This Delivery Milestone will be achieved when the Supplier has provided the Advance Payment Security to TfNSW.		
2.	Body-shell fabrication complete – Short Unit	This Delivery Milestone will be achieved when the stainless steel structure has been completed.		
3.	Unit complete and loaded for transport – Short Unit	This Delivery Milestone will be achieved when fit out, factory testing and packaging have been successfully completed.		
4.	Provisional Acceptance of each Unit – Short Unit	Provisional Acceptance of each Short Unit.		
5.	Interim Final Acceptance of each Unit – Short Unit*	Interim Final Acceptance of each Short Unit		

	Delivery Milestone	When Delivery Milestone achieved	Amount of Progress Payment	
			(% of Additional Fleet Contract Value)	Amount (\$ Nominal)
6.	Final Acceptance of each Unit – Short Unit	Final Acceptance of each Short Unit.		
Additional Fleet Contract Value				

*If Interim Final Acceptance does not apply to a Unit as it is not to be a Stored Unit, then the payments for Interim Final Acceptance and Final Acceptance are to be payable at the same time following Final Acceptance.

1.7

[illegible]

1.8 Contract Pricing Summary

A summary of prices payable by TfNSW in respect of each aspect of the Delivery Activities is detailed in Table 1.8.

Table 1.8: Pricing Summary

Item	Amount (\$ Nominal)
Initial Fleet	
Price per Short Unit	
Price per Long Unit	
Simulators	
Price per Crew cab Simulator	
Price per computer based Simulator	
Initial Fleet Contract Value	
MFI Works Contract Value	
Additional Fleet	

Item	Amount (\$ Nominal)
Price per Short Unit	
Additional Fleet Contract Value	
Fleet Contract Value	
Additional MF Works Contract Value	

2. Required Availability

2.1 Supplier to provide Required Availability

The Supplier must provide the Required Availability in respect of each Availability Period.

2.2 What is the Required Availability?

- (a) Subject to paragraph 2.2(b) the Required Availability for an Availability Period is the number of Available Units specified for that Availability Period in Tables 2.8(a)(i) and (ii) below plus in respect of the Additional Fleet, the number of Available Units specified in Table 2.8(b) of Schedule E1 below.

The Required Availability must be provided for the duration of the Availability Period. For the avoidance of doubt, the Required Availability of Initial Fleet Units must be provided prior to the Required Availability of Additional Fleet Units.

- (b) TfNSW will provide the Supplier with access to Units for maintenance and other Supplier's Activities in accordance with the Train Plan Parameters and Schedule I1.

2.3 When is a Train Available?

A Train is Available when each Unit forming that Train has achieved Acceptance and:

- (a) the Train satisfies the following requirements:
- (i) the Train satisfies the requirements of the MOS;
 - (ii) the Train is at the Entry Point at the Presentation Time; and
 - (iii) the Train is in the configuration required by the Train Plan; or
- (b) the Train is Deemed Available under paragraph 2.6.

2.4 When is a Train In Service?

- (a) **(When a Train is In Service):** A Train is In Service unless the Train is Out of Service.
- (b) **(When a Train is Out of Service):** A Train is Out of Service when:
- (i) the Train is in the Commissioning Facility Site;
 - (ii) the Train is in the Maintenance Facility Site;
 - (iii) the Train is in a NIF Stabling Yard for overnight stabling;
 - (iv) the Train is in an Other Site;
 - (v) the Train is Cancelled; or
 - (vi) the Supplier withdraws the Train (in consultation with the Operator) from service for any reason.

2.5 Train Preparation for Handback

- (a) **(Required Presentation Time):** The Supplier must ensure each Train is ready for Train Preparation by the required Presentation Time.
- (b) **(Lateness for Presentation Time):** Where a Train is made ready for Train Preparation by the Supplier after the required Presentation Time the Operator in its absolute discretion can determine the train to be "Unavailable" in accordance with Schedule E2.
- (c) **(Enters the Network after scheduled Entry Time):** Where the Train (having been determined by the Operator as Unavailable in accordance with paragraph 2.5(b)) then enters the Network, the Train will be deemed a Replacement Train in accordance with paragraph 10 of Schedule E2.

2.6 When is a Train deemed to be Available?

(Deemed Available): A Train will be deemed **Available** if and to the extent each Unit forming that Train has achieved Acceptance but does not satisfy a requirement of paragraph 2.3(a) due to:

- (a) a TfNSW Defect;
- (b) a material failure of TfNSW to comply with the Train Plan Parameters; or
- (c) an event which occurs under clause 29.1(e) and which causes the Train to fail to satisfy one or more of the requirements in paragraph 2.3(a),

in each case, except to the extent caused by:

- (d) a Supplier Fault;
- (e) any act, omission, neglect or default of the Supplier or any of the Supplier's Associates;
- (f) the Supplier's performance or non-performance of its obligations under this deed;
- (g) any failure by the Supplier to permit the movement of Trains at the Maintenance Facility Site in accordance with the Train Plan and the Train Plan Parameters or to maintain, repair or renew the Assets at the Maintenance Facility Site in accordance with this deed; or
- (h) the failure of the Supplier or the Supplier's Personnel to use all reasonable endeavours to mitigate the effect of any of the circumstances described in paragraphs 2.6(a), 2.6(b) or 2.6(c).

2.7 Withholding a Train from Service

If the Supplier is unable to have a Train Available for service on any given day and the Supplier provides TfNSW with more than 12 hours' prior notice it intends to withhold the Train from Service, TfNSW will declare the Train as Withheld and paragraph 4 of Schedule E2 will apply.

2.8 Required Availability for each Availability Period

- (a) **(Required Availability of Initial Fleet):** The following tables set out the number of:
 - (i) Long Units; and
 - (ii) Short Units,

in the Initial Fleet which the Supplier must provide and has had Accepted for each Availability Period for the Initial Fleet.

Table 2.8(a)(i): Required Availability – Initial Fleet – Long Units

Number of Accepted Units (long)	Required Availability (RA _{IFL})
1	

Number of Accepted Units (long)	Required Availability (RA _{IFL})
2	
3	
4	
5	
6	
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Number of Accepted Units (long)	Required Availability (RA _{IFL})
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Table 2.8(a)(ii): Required Availability – Initial Fleet – Short Units

Number of Accepted Units (short)	Required Availability (RA _{IFS})
1	
2	
3	

Number of Accepted Units (short)	Required Availability (RA _{IFS})
4	
5	
6	
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Number of Accepted Units (short)	Required Availability (RA _{IFS})
35	
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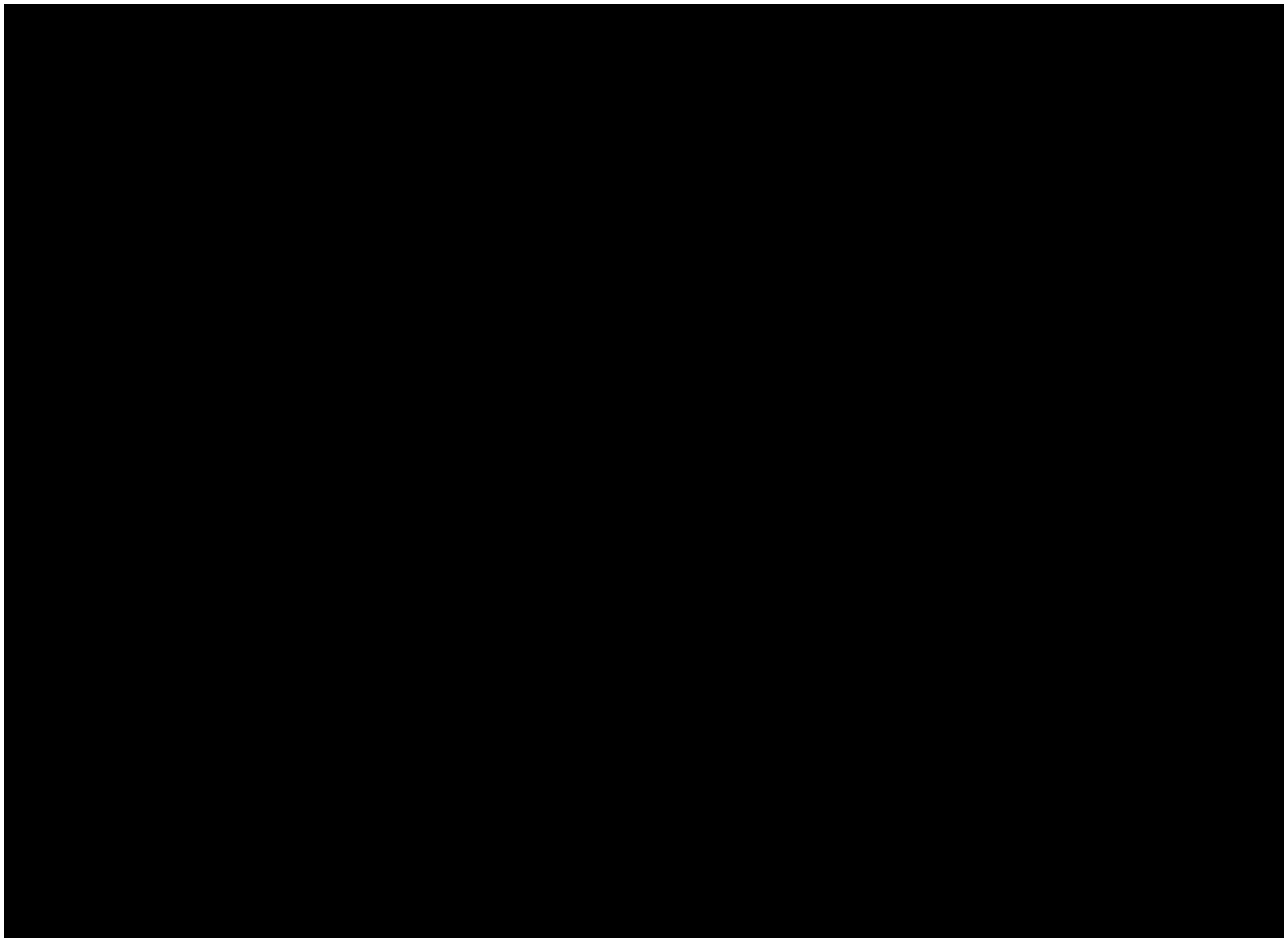
- (b) **(Required Availability of Additional Fleet):** The following table sets out the number of Short Units in the Additional Fleet which the Supplier must provide and has had Accepted in excess of the Initial Fleet for each Availability Period.

Table 2.8(b) Required Availability – Additional Fleet – Short Units

Number of Accepted Short Units in excess of the Initial Fleet Accepted Short Units	Required Availability (RA _{AF})
1	

Number of Accepted Short Units in excess of the Initial Fleet Accepted Short Units	Required Availability (RA _{AF})
2	
3	
4	
5	
6	
7	
8	
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12	
13	
14	





3. Maintenance Phase Payments

3.1 Calculation of Service Payment

The Service Payment for each Service Payment Period is an amount equal to:

$$SP = (MP + VA) \times I_1 + (MUAP - SPA) \times I_2 + AMSP + OA$$

Where:

- SP** means the Service Payment for the Service Payment Period;
- MP** means the Maintenance Payment for the Service Payment Period calculated in accordance with paragraph 4.1;
- VA** means the Volume Adjustment for the Service Payment Period calculated in accordance with paragraph 4.3;
- MUAP** means the Marginal Unit Adjustment Payment for the Service Payment Period calculated in accordance with paragraph 4.4;
- SPA** means the Service Payment Adjustment relating to performance for the Service Payment Period calculated in accordance with paragraph 4.5;
- AMSP** means the AM Services Payment for the Service Payment Period calculated in accordance with paragraph 4.6;
- OA** means the Other Adjustment for the Payment Period, calculated in accordance with paragraph 4.7;
- I₁** means the First Indexation Factor; and

I_2 means the Second Indexation Factor.

3.2 Negative result

If a Service Payment for a Service Payment Period as calculated in accordance with paragraph 3.1 is less than zero, then the Service Payment for that Service Payment Period will be taken to be nil.

4. Calculation of Maintenance Phase Payment components

4.1 Maintenance Payment (MP)

- (a) The Maintenance Payment for a Service Payment Period will be calculated in accordance with the following formula:

$$MP = FUP + VUP_{IF} + VUP_{AF} + LMP_{IF} + LMP_{AF}$$

Where:

MP means the Maintenance Payment for the Service Payment Period calculated in accordance with this paragraph;

FUP means the Fixed Unit Payment for each Service Payment Period, equal to:

Table 4.1(a): Maintenance Payment – Fixed Unit Payment

From the Rolling Stock Maintenance Start Date to 31 August 2021	
From 1 September 2021 to the Original Expiry Date	
If TfNSW extends the Contract Term under clause 3.2(b)(i), from the Original Expiry Date to 12 months after the Original Expiry Date	
If TfNSW extends the Contract Term under clause 3.2(b)(ii), from the Original Expiry Date to the Extended Expiry Date	
If TfNSW extends the Contract Term under clause 3.2(c), from 12 months after the Original Expiry to the Extended Expiry Date	

The Fixed Unit Payment will be pro-rated in proportion to the number of days in the Service Payment Period if the Rolling Stock Maintenance Start Date or the End Date occur within a Service Payment Period;

VUP_{IF} means the Variable Unit Payment for the Initial Fleet for the Service Payment Period calculated in accordance with paragraph 4.1(b);

VUP_{AF} means the Variable Unit Payment for the Additional Fleet for the Service Payment Period calculated in accordance with paragraph 4.1(c);

LMP_{IF} means each Lumpy Maintenance Payment for the Initial Fleet set out in paragraph 4.2(a) and payable at the later of the timing indicated or the actual completion of the works; and

LMP_{AF} means each Lumpy Maintenance Payment for the Additional Fleet set out in paragraph 4.2(b), payable at the later of the timing indicated or the actual completion of the works.

- (b) The Variable Unit Payment for the Initial Fleet for each Service Payment Period will be calculated in accordance with the following formula:

$$VUP_{IF} = VUPR_{IF} \times \sum RA_{IF}$$

Where:

VUPR_{IF} is equal to:

Table 4.1(b): Maintenance Payment – Variable Unit Payment Rate – Initial Fleet

From the Rolling Stock Maintenance Start Date to the Original Expiry Date	
If TfNSW extends the Contract Term under clause 3.2(b)(i), from the Original Expiry Date to 12 months after the Original Expiry Date	
If TfNSW extends the Contract Term under clause 3.2(b)(ii), from the Original Expiry Date to the Extended Expiry Date	
If TfNSW extends the Contract Term under clause 3.2(c), from 12 months after the Original Expiry to the Extended Expiry Date	

$\sum RA_{IF}$ means the total Required Availability of Initial Fleet Units in each Availability Period during the relevant Service Payment Period, being the sum of the Required Availability of Initial Fleet Units in each Availability Period during the relevant Service Payment Period.

The total Required Availability of Initial Fleet Units in each Availability Period is calculated as the sum of RA_{IFL} and RA_{IFS} ;

RA_{IFL} means the number of Long Units in the Initial Fleet identified in Table 2.8(a)(i) of Schedule E1; and

RA_{IFS} means the number of Short Units in the Initial Fleet identified in Table 2.8(a)(ii) of Schedule E1.

- (c) From the Date of Provisional Acceptance of the first Additional Fleet Unit to be Accepted, the Variable Unit Payment for the Additional Fleet for each Service Payment Period will be calculated in accordance with the following formula:

$$VUP_{AF} = VUPR_{AF} \times \sum RA_{AF}$$

Where:

VUPR_{AF} is equal to:

Table 4.1(c): Maintenance Payment – Variable Unit Payment Rate – Additional Fleet

From the Rolling Stock Maintenance Start Date to the Original Expiry Date	
If TfNSW extends the Contract Term under clause 3.2(b)(i), from the Original Expiry Date to 12 months after the Original Expiry Date	
If TfNSW extends the Contract Term under clause 3.2(b)(ii), from the Original Expiry Date to the Extended Expiry Date	
If TfNSW extends the Contract Term under clause 3.2(c), from 12 months after the Original Expiry to the Extended Expiry Date	

$\sum RA_{AF}$ means the total Required Availability of Additional Fleet Units in each Availability Period during the relevant Service Payment Period, being the sum of the Required Availability of Additional Fleet Units in each Availability Period during the relevant Service Payment Period identified in Table 2.8(b) of Schedule E1.

- (d) If TfNSW extends the Contract Term pursuant to clause 3.2(b) and/or 3.2(c), at the same time TfNSW may issue a Variation Order to require the Supplier to defer (or otherwise) reduce lifecycle maintenance activities during the extended part of the Contract Term. If TfNSW issues such a Variation Order, to the extent lifecycle maintenance activities are deferred or reduced, the Supplier acknowledges and agrees that, amongst other Variation Effects, there will be a reduction in the Lumpy Maintenance Payment under this Schedule.

4.2 Lumpy Maintenance Payment Profile

(a) Initial Fleet

The Lumpy Maintenance Payment for the Initial Fleet (LMP_{IF}) is determined by reference to Table 4.2(a) and payable at the later of the timing indicated below and the actual completion of the works:

Table 4.2(a):Lumpy Maintenance Payment – Initial Fleet

Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP_{IF} (Charge applicable in Service Payment Period)
1		
2		
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP _{IF} (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP _{IF} (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP _{IF} (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP _{IF} (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP _{IF} (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP _{IF} (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP _{IF} (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP _{IF} (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP _{IF} (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP _{IF} (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP _{IF} (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP _{IF} (Charge applicable in Service Payment Period)
241		
Last Service Payment Period of Contract Term		

(b) Additional Fleet

The Lumpy Maintenance Payment for the Additional Fleet (**LMP_{AF}**) is determined by reference to Table 4.2(b) and payable at the later of the timing indicated below and the actual completion of the works:

Table 4.2(b): Lumpy Maintenance Payment – Additional Fleet

Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMP _{AF} (Charge applicable in Service Payment Period)
1		
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMPAF (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMPAF (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMPAF (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMPAF (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMPAF (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMPAF (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMPAF (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMPAF (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMPAF (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMPAF (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMPAF (Charge applicable in Service Payment Period)
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Service Payment Period From Rolling Stock Maintenance Start Date	Maintenance activity description	LMPAF (Charge applicable in Service Payment Period)
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Last Service Payment Period of Contract Term		

4.3 Volume Adjustment

- (a) The Volume Adjustment for each Service Payment Period will be calculated in accordance with the following formula:

$$VA = VAMP \times \left(\frac{AVKM_{\min}}{15,000} - 1 \right) \times N_{AS}$$

Where:

VA the Volume Adjustment;

VAMP the Volume Adjustment Marginal Price, being the applicable price from Table 4.3 based on AV_{KM} by all Available Units during the Service Payment Period. The

Initial Fleet VAMP in Table 4.3 will be applicable until the first Additional Fleet Unit reaches Provisional Acceptance at which point the Initial Fleet and the Additional Fleet Units VAMP will be applicable;

AVKM_{min}	The greater of: (i) AV _{KM} ; and (ii) 13,000 km
AV_{KM}	the average number of kilometres travelled by Accepted Units during the Service Payment Period and is calculated by: $AV_{KM} = \frac{KM}{N_{AS}}$
KM	the total number of kilometres travelled by Accepted Units during the relevant Service Payment Period; and
N_{AS}	the average number of Available Units in each Availability Period during the relevant Service Payment Period, being the sum of Available Units in all Availability Periods in the relevant Service Payment Period, divided by the number of Availability Periods in the relevant Service Payment Period.

Table 4.3: Volume Adjustment Marginal Price matrix

Criteria	Initial Fleet VAMP (\$)	Initial Fleet and Additional Fleet VAMP (\$)
AV _{KM} ≥ 18,000 km		
AV _{KM} < 18,000 km		

- (b) The Volume Adjustment will commence from the date of the first Unit commencing Intercity Services.

4.4 Marginal Unit Adjustment Payment (MUAP)

- (a) On request by TfNSW, the Supplier must ensure that Available Units, in addition to those required to achieve the Required Availability, are Available in each of up to four periods that TfNSW may nominate in each Maintenance Year (each an **Additional Special Event Period**).
- (b) TfNSW must give the Supplier not less than eight weeks' prior notice of a requirement for additional Available Units in an Additional Special Event Period.
- (c) TfNSW may not:
- nominate an Additional Special Event Period comprising more than four consecutive Availability Periods;
 - require that more than three additional Available Units are to be made Available in the Additional Special Event Period; or
 - nominate an Additional Special Event Period that coincides with an Annual Special Event Period.
- (d) When TfNSW requests and is provided additional Available Units in an Additional Special Event Period, an additional payment (**Marginal Unit Adjustment Payment**) shall apply, calculated for each Service Payment Period on the following basis:

$$MUAP = MUC \times \sum AAU$$

Where:

MUAP	means the Marginal Unit Adjustment Payment for the Service Payment Period;
MUC	means the Marginal Unit Charge, being [REDACTED]; and
$\sum AAU$	means the aggregate number of additional Available Units provided for during the Service Payment Period.

4.5 Service Payment Adjustment (SPA)

- (a) The **Service Payment Adjustment** for a Service Payment Period is calculated by taking the sum of the Performance Adjustments, each as calculated pursuant to Schedule E2, for that Service Payment Period.
- (b) The Service Payment Adjustment will commence from the date of the first Unit commencing Intercity Services.

4.6 AM Services Payment (AMSP)

(a) Costs of AM Services

Subject to Schedule E4 and Schedule E5, TfNSW must reimburse the Supplier for the reasonable and proper costs of performing AM Services calculated in accordance with paragraph 4.6(e).

(b) Cost Recovery

Payments for AM Services recoverable by the Supplier under this Schedule and in accordance with Schedule E5 will be calculated as the AM Services Payment in the Service Payment during the Service Payment Period immediately following the later to occur of:

- (i) TfNSW approval of a TfNSW Defect Notice pursuant to paragraph 3.1 of Schedule E5 or TfNSW approval of a Minor Works Quote pursuant to paragraph 4.2 of Schedule E5 (as relevant); and
- (ii) the carrying out and completion of the relevant AM Services.

(c) Time to Complete

Subject to and in accordance with Schedule E5, the Supplier must perform those AM Services which constitute the items of work set out at paragraph 2 or paragraph 3 of Schedule E4 within the Time to Complete measured from the return of the Unit to the relevant Maintenance Location. Notwithstanding payment for completion of the AM Services, if and to the extent that the Supplier does not complete the AM Services within the Time to Complete then the Fault for which the AM Services were to be carried out will no longer be considered a TfNSW Defect for the purposes of this Schedule or Schedule E2.

(d) Obligation to Repair

The obligations of the Supplier set out in Schedule E5 are not postponed or suspended pending agreement or determination of any question as to causation or of the amount of recoverable cost.

(e) Payment Calculation

$$AMSP = (AMSP_I \times I_2) + AMSP_{NI}$$

Where:

AMSP_I means the AM Services identified in Schedule E4 but excludes Other Costs specified in paragraph 4.4 of Schedule E4;

AMSP_{NI} means the AM Services identified in paragraph 2 of Schedule E4; and

I₂ means the Second Indexation Factor.

4.7 Other Adjustment (OA)

- (a) The nature of any other adjustments required to the Service Payments and the corresponding adjustment amounts will be agreed between the parties (in writing) on a case by case basis.
- (b) The OA for a Service Payment Period will be the aggregate of the adjustment amounts agreed (in writing) for any other adjustments for that Service Payment Period.

5. Decimal places, rounding

Unless otherwise stated, all calculations in this Schedule will be to two decimal places rounding up at 0.xx5 or above and rounding down otherwise (for example, 99.995 = 100.00 and 99.994 = 99.99).

Schedule E2 – Performance Regime

1. Indexation of Performance Adjustments

In this Schedule E2, each of the Performance Adjustments and any values specified in the provisions of this Schedule E2 relating to each of those Performance Adjustments, are references to those amounts at the Price Base Date and must be indexed as set out in the calculation of Service Payments in paragraph 3.1 of Schedule E1.

2. Service Payment Adjustment (SPA)

The Service Payment Adjustment included in the Service Payment calculated for each Service Payment Period is an amount equal to:

$$SPA = AA + CA + DA + SA + RA$$

Where:

SPA	means the Service Payment Adjustment for the Service Payment Period to be included in the calculation of the Service Payment in Schedule E1;
AA	means the Availability Adjustment, calculated for the Service Payment Period in accordance with paragraph 4.1;
CA	means the Cancellation Adjustment, calculated for the Service Payment Period in accordance with paragraph 5.1;
DA	means the Delay Adjustment, calculated for the Service Payment Period in accordance with paragraph 6.1;
SA	means the Simulator Adjustment, calculated for the Service Payment Period in accordance with paragraph 7; and
RA	Means the Reliability Adjustment, calculated for the Service Payment Period in accordance with paragraph 8.

3. Performance Monitoring

3.1 Performance Monitoring System

The Supplier must, prior to the Maintenance Phase, establish a Performance Monitoring System which:

- (a) is accessible in electronic format by TfNSW and its Associates;
- (b) supports the requirements for capture, calculation, analysis and reporting of the following:
 - (i) **Unit and Fleet Availability:**



- (B) the number of Unavailable Trains (and corresponding Units);

- (C) the number of Trains (and corresponding Units) that would have been Unavailable but were classified Unavailable but Used;
- (D) a comparison of Required Availability percentage versus actual Availability percentage and an explanation of material variances;
- (E) where a Train was Unavailable, the reason why that Train was Unavailable; and
- (F) details of any Replacement Train that was made available by the Supplier and accepted by TfNSW, including details of the Train it replaced and the section of the published Timetable that was operated by the Replacement Train;

(ii) **Unit and Fleet Reliability:**

- (A) the number of Cancellations;
- (B) for each Cancellation:
 - a. whether it was a Type 1 Failure or a Type 2 Failure;
 - b. the reason for the Cancellation; and
 - c. the number of Units comprising the relevant Train and the Unit(s) that caused the Failure; and
- (C) the number of Delays and a description of each one including:
 - a. the number of Delays and the corresponding Customer Delay Seconds;
 - b. the Station Weighting;
 - c. the scheduled arrival time and the actual arrival time at each Monitored Platform; and
 - d. details of the Unit(s) that caused the Customer Impact Delay;

(iii) **Simulator:**

- (A) the number of Simulator Failures and, for each one, the period of time the Simulator was not available in the required Minimum Simulator Operating Condition; and
- (B) for each Simulator, the actual time that each Simulator was available in the Minimum Simulator Operating Condition over the Service Payment Period; and

(iv) **Indexation:** where applicable, be able to capture Australian Bureau of Statistics quarterly CPI and Labour Index data, and apply these indices to the relevant items to be indexed; and

- (c) assists TfNSW and the Supplier to work together to identify areas for improvement in TfNSW's, the Operator's and the Supplier's performance and operations; and
- (d) can produce daily and monthly performance reports which comply with the requirements of this Schedule E2.

3.2 Supplier Daily Performance Record

- (a) On and from the Maintenance Phase start date, the Supplier must:
 - (i) monitor all Failures on an Availability Period basis using data obtained from the Performance Monitoring System and any other reliable and accurate data available to it (**Performance Data**);

- (ii) accurately record all:
 - (A) Failures (where it can do so using the Performance Data); and
 - (B) occurrences of Deemed Availability,
 and as far as the Supplier is aware and where possible, an allocation of responsibility for each Failure, in a daily Supplier performance record (**Supplier Daily Performance Record**); and
- (iii) provide a copy of the Supplier Daily Performance Record and Performance Data to TfNSW's Representative no later than 05.00am on the following day in a format or formats to be agreed in writing by TfNSW's Representative.
- (b) At the end of each Service Payment Period, the Supplier Daily Performance Record must also include the Supplier's calculation of the reliability of the Fleet during that Service Payment Period.

3.3 Supplier Service Payment Period Performance Record

On and from the Rolling Stock Maintenance Start Date, no later than five Business Days after the end of each Service Payment Period (and prior to the Performance Review Meeting), the Supplier must provide TfNSW's Representative with a report for each Service Payment Period (**Supplier Service Payment Period Performance Record**) which:

- (a) is based on the Supplier Daily Performance Records for each of the Availability Periods;
- (b) includes details of any further matters considered or investigated by the parties pursuant to paragraph 3.5(a); and
- (c) provides the workings for, and supporting calculations for, the Service Payment.

3.4 Failure attribution process

- (a) TfNSW may review the Supplier Daily Performance Record using data obtained from:
 - (i) the Operator;
 - (ii) the Performance Monitoring System; and
 - (iii) other reliable and accurate data available.
- (b) The Supplier's Representative and TfNSW's Representative (or delegate) must meet on a daily basis, or as required by TfNSW's Representative, to seek to establish and agree (in writing) the causes of all Failures and attribute responsibility for each one (with further investigation as appropriate). The Supplier is to update the Supplier Daily Performance Record to reflect the agreed cause of Failures and attribution of responsibility.
- (c) If the Supplier's Representative and TfNSW's Representative are not able to agree (in writing) the cause of any Failure, TfNSW and the Supplier may each conduct any further investigations they consider necessary and appropriate and the Supplier's Representative and TfNSW's Representative must try again on the following day to establish and agree (in writing) the cause of the Failure and attribute responsibility for it. If the Supplier's Representative and TfNSW's Representative are still not able to agree the cause of the Failure or attribute responsibility for it, the matter must be referred to the next Performance Review Meeting for resolution unless otherwise agreed.

3.5 Performance Review Meetings

- (a) From the start of the Maintenance Phase, as part of each Contract Review Meeting, the Supplier's Representative and TfNSW's Representative must meet for a Performance Review Meeting (**Performance Review Meeting**) to review the Supplier's overall performance in the previous Service Payment Period.

- (b) At the Performance Review Meeting, the Supplier's Representative and TfNSW's Representative must discuss and use reasonable endeavours to agree (in writing) the content of the Supplier Service Payment Period Performance Record. The calculation of the Service Payment including Performance Adjustments will be based on the matters agreed between the Supplier's Representative and TfNSW's at the Performance Review Meeting.
- (c) If after discussing any disputed matter at two Performance Review Meetings, the Supplier's Representative and TfNSW's Representative are still not able to agree (in writing) the cause of any relevant Failure or attribution of responsibility for it, the matter must be referred for resolution in accordance with the Dispute Resolution Procedures.

4. Availability Adjustment

4.1 Calculation

The Availability Adjustment for a Service Payment Period is calculated using the following formula:

$$AA = (\sum(APD_1 \dots APD_n) + \sum(UBU_1 \dots UBU_n)) \times TIA$$

Where:

- AA** means the Availability Adjustment for that Service Payment Period;
- APD** means the Availability Period Deduction for an Availability Period in the Service Payment Period calculated as:
- $$APD = (UNA \times APDR) + (RA \times APDR \times 25\%) + (WH \times APDR \times 50\%)$$
- UNA** means the number of Unavailable Trains in the Availability Period, but excluding any Trains that are:
- (i) Unavailable but for which TfNSW has accepted a Replacement Train in its place;
 - (ii) Withheld Trains; or
 - (iii) Unavailable but Used in accordance with paragraph 4.2;
- APDR** means the Availability Period Deduction Rate of [REDACTED];
- RA** means the number of Replacement Trains that TfNSW has accepted from the Supplier in the Availability Period in exchange for an Unavailable Train, in accordance with paragraph 10;
- WH** means the number of Trains which are Withheld in the Availability Period;
- UBU** means Unavailable but Used deductions for an Availability Period in the Service Payment Period as described in paragraph 4.2 below; and
- TIA** means the Transition-in Adjustment as described in paragraph 9.

4.2 Calculation of Unavailable but Used Deductions

TfNSW will reserve the discretion, on a case by case basis, to permit a Train to enter service, notwithstanding that the requirements for Availability in paragraph 2.3(a) of Schedule E1 are not satisfied. Under these circumstances the Train will be classified Unavailable but Used and Unavailable but Used Deductions will be calculated and levied using the following formula:

$$UBU = UBUDR \times TUBU$$

Where:

UBU	means the Unavailable but Used Deduction for that Service Payment;
UBUDR	means the Unavailable but Used Deduction Rate of [REDACTED]; and
TUBU	means the number of Trains that are Unavailable but Used in the Availability Period.

4.3 Applicable Availability Period

The Availability Adjustment for a Train will be calculated for the Availability Period in which the relevant Failure occurred. At the beginning of the next Availability Period, the Train will be assessed to see if it is considered Available, and if it is not Available, the Failure classification (and corresponding adjustment) for that Availability Period will be separately determined (and so on). For the avoidance of doubt, Availability will be tested once a day only, at Train Preparation, at the beginning of a Train Working.

4.4 Supplier must mitigate impact of Unavailability

- (a) The Supplier must use all reasonable endeavours to mitigate the impact of each event giving rise to any Availability Adjustments so that the Train is capable of becoming Available as soon as possible.
- (b) The provisions of paragraph 10 apply in relation to any Replacement Train that the Supplier offers for service to replace any Train which is Unavailable.

5. Cancellation Adjustment

5.1 Calculation

The Cancellation Adjustment for a Service Payment Period is calculated using the following formula:

$$CA = ((FT_1 \times T_1Rate) + (FT_2 \times T_2Rate) + (RT \times T_2Rate \times 25\%)) \times TIA$$

Where:

CA	means the Cancellation Adjustment for a Service Payment Period;
FT₁	means the number of Type 1 Failures in the Service Payment Period;
T₁Rate	means the Cancellation Deduction Rate for Type 1 Failures of [REDACTED];
FT₂	means the number of Type 2 Failures in the Service Payment Period, excluding any Type 2 Failure in respect of which TfNSW has subsequently accepted a Replacement Train in accordance with paragraph 10;
T₂Rate	means the Cancellation Deduction Rate for Type 2 Failures of [REDACTED];
RT	means the number of Replacement Trains that the Supplier offers for service in the Service Payment Period, and TfNSW accepts in accordance with paragraph 10, to replace any Trains which suffer a Type 2 Failure; and
TIA	means the Transition-in Adjustment.

5.2 Applicable Availability Period

- (a) The Cancellation Adjustment for a Train will be made for the relevant Availability Period in which the Type 1 Failure or Type 2 Failure occurred. If during the remainder of the Availability Period the Train (or Replacement Train where applicable) is assessed such

that the extent of the Failure has worsened or there is a new Failure, then the Failure classification (and corresponding adjustment) for that Availability Period will be determined (and so on). The deduction applied will be limited to the highest deduction arising from the assessed Failure classifications for that Train (or Replacement Train where applicable) in the Availability Period, excluding Delay Adjustments which may also be applied.

- (b) At the next planned Train Preparation at the beginning of the next Availability Period, the Availability of the Train will be assessed and to the extent a Failure still exists or there is a new Failure the Failure classification (and corresponding adjustment) for that Availability Period will be determined (and so on).

5.3 Supplier must mitigate impact of Cancellation

- (a) The Supplier must use all reasonable endeavours to mitigate the impact of the Cancellation and the Fault giving rise to it.
- (b) The provisions of paragraph 10 apply in relation to any Replacement Train that the Supplier offers for service on any day to replace any Train that suffers a Cancellation.

6. Delay Adjustment

6.1 Calculation of Delay Adjustment

The Delay Adjustment for a Service Payment Period is calculated using the following formula:

$$DA = \sum CID \times TIA$$

Where:

- DA** means the Delay Adjustment for a Service Payment Period;
- $\sum CID$** means the sum of the Customer Impact Delays recorded for each Availability Period over the Service Payment Period at each Monitored Platform; and
- TIA** means the Transition in Adjustment.

6.2 Calculation of Customer Impact Delays

Customer Impact Delays for a given day in a Service Payment Period are calculated using the following formula:

$$CID = \sum (CDS \times SW \times CDDRate)$$

Where:

- CID** means Customer Impact Delays for a given Availability Period;
- CDS** means, for each Delay, the Customer Delay Seconds recorded at a Monitored Platform on a Journey and calculated as follows:
- If $AAT - SAT > 180$ seconds, then $CDS = AAT - SAT$; otherwise
 - $CDS = 0$

Where:

- AAT** means Actual Arrival Time at a Monitored Platform;
- SAT** means Scheduled Arrival Time at a Monitored Platform as per the Train Plan;

CDS cannot be less than zero; and

CDS, ATT and SAT are all measured to the nearest second.

SW means the applicable Station Weighting for that platform specified in Table 6.2; and

CDDRate means the relevant Customer Delay Deduction Rate as specified in Table 6.2.

Table 6.2: Monitored Platforms, Station Weightings and Customer Delay Deduction Rates

Up (to City)																									
Group		Broadmeadow to Central								Mount Victoria to Central								Kiama to Central							
		Station Weightings (%)							Station Group Weighting	Station Weightings (%)						Station Group Weighting	Station Weightings (%)						Station Group Weighting		
Period	Customer Delay Deduction Rate (CDDRate) \$/second	Broadmeadow	Wyong	Gosford	Hornsby	Epping	Strathfield	Central		Mount Victoria	Springwood	Penrith	Blacktown	Parramatta	Strathfield		Central	Kiama	Wollongong	Thirroul	Helensburgh	Hurstville		Central	
6am to 10am, Weekdays	■	5%	10%	10%	20%	15%	10%	30%	100%	5%	10%	20%	5%	25%	10%	25%	100%	5%	15%	25%	5%	20%	30%	100%	
All o her times	■	5%	10%	10%	20%	15%	10%	30%	100%	5%	10%	20%	5%	25%	10%	25%	100%	5%	15%	25%	5%	20%	30%	100%	
Down (from City)																									
Group		Central to Broadmeadow								Central to Mount Victoria								Central to Kiama							
		Station Weightings (%)							Station Group Weighting	Station Weightings (%)						Station Group Weighting	Station Weightings (%)						Station Group Weighting		
Period	Customer Delay Deduction Rate (CDDRate) \$/second	Central	Strathfield	Epping	Hornsby	Gosford	Wyong	Broadmeadow		Central	Strathfield	Parramatta	Blacktown	Penrith	Katoomba		Mount Victoria	Central	Hurstville	Helensburgh	Thirroul	Wollongong		Kiama	
4pm to 7pm, Weekdays	■	10%	20%	20%	15%	10%	5%	20%	100%	10%	15%	25%	10%	15%	20%	5%	100%	30%	5%	5%	10%	30%	20%	100%	
All o her times	■	10%	20%	20%	15%	10%	5%	20%	100%	10%	15%	25%	10%	15%	20%	5%	100%	30%	5%	5%	10%	30%	20%	100%	

6.3 Considerations relating to Delay Adjustments

- (a) For the avoidance of doubt, a single Delay may result in Customer Delay Seconds being measured at each Monitored Platform on a trip. The maximum aggregate Station Weighting that can be applied to a trip is 100%.
- (b) A Train service may be cancelled as a result of a Delay where the affected Train has been or, because of the nature of the Failure, is likely to be delayed for more than 15 minutes at any Monitored Platform, and in these circumstances the Delay Adjustment for the Failure will be capped at 15 minutes of Delay for the remaining Monitored Platforms and the Supplier will also be subject to a Cancellation Deduction for a Type 1 Failure in accordance with paragraph 5.1.
- (c) The Supplier must use all reasonable endeavours to mitigate the impact of any event giving rise to a Customer Impact Delay.
- (d) TfNSW may amend the Station Weightings and change the number or locations of Monitored Platforms in Table 6.2 prior to Provisional Acceptance of the first Unit and annually thereafter to ensure that the Station Weightings and / or selection of Monitored Platforms is representative of the profile of actual Customer usage patterns, provided that:
 - (i) the sum of the weightings across each route in each period remains at 100%; and
 - (ii) TfNSW must notify the Supplier of any proposed amendments at least three months prior to the Service Payment Period in which the amendment will first take effect.

The parties agree that any amendment by TfNSW to the Station Weightings and/or Monitored Platforms under this paragraph 6.3(d) will not constitute a Variation.

- (e) The applicable Customer Delay Deduction Rate (CDDRate) outlined in Table 6.2 shall be calculated in accordance with the scheduled arrival time outlined in the Train Plan.

7. Simulator Adjustment

- (a) If in any Service Payment Period a Simulator was available in the required Minimum Simulator Operating Condition for the full duration of the Minimum Simulator Available Hours then the Simulator Adjustment in respect of that Simulator is zero for that Service Payment Period.
- (b) If in any Service Payment Period a Simulator was not available in the required Minimum Simulator Operating Condition for the full duration of the Minimum Simulator Available Hours, then a Simulator Deduction will be made in respect of that Simulator at the relevant rate per hour (or part thereof as measured in 15 minute increments) set out in Table 7:
 - (i) in respect of the period of time within the Minimum Simulator Available Hours during which the Simulator did not meet the Minimum Simulator Operating Condition; and
 - (ii) having regard to whether the Failure occurred during only one Availability Period or more than one Availability Period during the Service Payment Period.

Table 7: Simulator Deductions

Time when Failure occurs	Pre Initial Fleet Acceptance (\$ per hour)	Post Initial Fleet Acceptance (\$ per hour)
First Availability Period in which Failure occurred		

Time when Failure occurs	Pre Initial Fleet Acceptance (\$ per hour)	Post Initial Fleet Acceptance (\$ per hour)
Subsequent Availability Periods		

- (c) The Simulator Adjustment for the Service Payment Period will be the aggregate of the Simulator Deductions for each Simulator.
- (d) In calculating the Service Payment Adjustment for the first Service Payment Period following the Rolling Stock Maintenance Start Date, the Simulator Adjustment includes all Simulator Deductions which have occurred from the Simulator Maintenance Start Date up to and including that Service Payment Period.

8. Reliability Adjustment

- (a) On and from the date which is six months after the Rolling Stock Maintenance Start Date, MDBF Reliability Adjustments will be applicable.
- (b) Reliability is determined by considering the performance of each Unit for the 12 months prior to the month of calculation (or the period since the MDBF Reliability Adjustment becomes applicable, if that period is less than 12 months) as compared to the required MDBF Reliability Rate of 60,000 km (**Required Reliability**).
- (c) For each Service Payment Period from the date which is six months after the Rolling Stock Maintenance Start Date, the Supplier must calculate the mean distance travelled by Accepted Units in the Fleet between In Service Reliability Failures over the 12 months prior to the month of calculation (or the period since the Rolling Stock Maintenance Start Date, if that period is less than 12 months) (**Reliability Rate**) in accordance with the following formula:

$$\text{Reliability Rate} = kmT / TISRF$$

Where:

- kmT** means the total distance travelled by all Accepted Units in the Fleet during the previous 12 months (or the period since the MDBF Reliability Adjustment becomes applicable, if that period is less than 12 months) (measured to the nearest whole kilometre); and
- TISRF** means the total number of In Service Reliability Failures caused by all Accepted Units that have occurred in the previous 12 months (or the period since the MDBF Reliability Adjustment becomes applicable, if that period is less than 12 months) and measured to the nearest whole kilometre.

The Reliability Adjustment for the Service Payment Period is determined by reference to the Reliability Rate and Table 8 below.

Table 8: Reliability Adjustment

Reliability Rate	\$
Reliability Rate \geq 60,000km	
45,000km \leq Reliability Rate $<$ 60,000km	
30,000km \leq Reliability Rate $<$ 45,000km	

Reliability Rate < 30,000km	
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9. Transition-in Adjustment

For the purposes of calculating the Performance Adjustments, the Transition-in Adjustment will be as follows:

- (a) **(First six months):** If, at the beginning of the relevant Service Payment Period, less than six months have passed since the first Unit commencing Intercity Services, the Transition-in Adjustment for that Service Payment Period will be 50%.
- (b) **(More than six months):** If, at the beginning of the relevant Service Payment Period, six months or more have passed since the first Unit commencing Intercity Services, the Transition-in Adjustment for that Service Payment Period will be 100%.

10. Replacement Trains

10.1 Supplier may offer

Where a Train is:

- (a) Unavailable on any day; or
- (b) suffers a Type 2 Failure,

the Supplier may subsequently offer to TfNSW a Replacement Train for service on that day to operate the section of the published Timetable in respect of which the original Train was Unavailable or Cancelled (as relevant).

10.2 TfNSW discretion

Where the Supplier offers a Replacement Train to TfNSW for service, TfNSW may decide in its absolute discretion to:

- (a) accept that Replacement Train to operate/complete the section of the published Timetable in respect of which the original Train was Unavailable or suffered the Cancellation (as appropriate) in which case, TfNSW shall:
 - (i) procure that a Train Driver and requisite Train Crew attend such Replacement Train at the point agreed for its entry into service; and
 - (ii) procure the operation of that Replacement Train at the time agreed for entry into service (provided that it is Available at that time as agreed),
 in which case:
 - (iii) the Supplier will incur a deduction for the Unavailability or Cancellation of the replaced Train at a reduced rate as outlined in paragraphs 4.1 and 5.1; and
 - (iv) the provisions of this schedule shall apply to such Replacement Train including the ability to incur subsequent Performance Adjustments; or
- (b) reject that Replacement Train.

Schedule E3 – Variations

1. TfNSW Initiated Variations

1.1 AM Services

Except as provided in paragraph 3.2 in Schedule E5, this Schedule does not apply to AM Services required to be undertaken by the Supplier pursuant to this deed.

1.2 TfNSW Variation Request

- (a) TfNSW may, at any time, issue to the Supplier a written request (**TfNSW Variation Request**) setting out the details of a proposed Variation which TfNSW is considering, including TfNSW's proposed requirements for the implementation of the proposed Variation.
- (b) If the TfNSW Variation Request requires that the Supplier provide an estimate of the third party costs or internal incremental design costs (not including any other internal costs such as financial or estimating costs) that the Supplier will incur in preparing a Supplier's Variation Proposal (**SVP Cost Estimate**), the Supplier must provide that SVP Cost Estimate within five Business Days of receipt of the TfNSW Variation Request.
- (c) TfNSW will not be obliged to proceed with any Variation proposed in a TfNSW Variation Request.

1.3 Supplier's Variation Proposal

- (a) As soon as practicable, and in any event within 20 Business Days (or such longer period as may be agreed (in writing) having regard to the nature of the relevant TfNSW Variation Request) after:
 - (i) receipt of a TfNSW Variation Request; or
 - (ii) if the TfNSW Variation Request requests that the Supplier provide a SVP Cost Estimate, TfNSW advising the Supplier that the SVP Cost Estimate is acceptable,
 the Supplier must provide TfNSW with a notice in the form of Form 18 of Schedule F7 (**Supplier's Variation Proposal**), or such other form as determined by TfNSW's Representative from time to time, setting out detailed particulars of the Variation Effects.
- (b) If:
 - (i) the Supplier prepares a Supplier's Variation Proposal in accordance with paragraph 1.3(a); and
 - (ii) TfNSW does not direct the Supplier to proceed with the proposed Variation,
 then TfNSW must reimburse the Supplier the reasonable third party costs and internal incremental design costs (not including any other internal costs such as financial or estimating costs) incurred by the Supplier in:
 - (iii) preparing the Supplier's Variation Proposal; and
 - (iv) performing its obligations under paragraph 1.4 and paragraph 1.7,
 capped at the amount of the SVP Cost Estimate provided by the Supplier for the Supplier's Variation Proposal under paragraph 1.2(b) (or such higher amount as TfNSW may approve).

1.4 Supplier's Variation Proposal requirements

- (a) The Supplier's Variation Proposal must be prepared in accordance with the Variation Principles.
- (b) If TfNSW requires, the Supplier must:
 - (i) provide any other information and supporting documentation TfNSW reasonably requests; and
 - (ii) procure that suitably qualified Supplier's Personnel meet with TfNSW's Representative,
 to explain the Supplier's Variation Proposal and enable TfNSW's Representative to assess the Supplier's Variation Proposal.

1.5 Election by TfNSW

Within 20 Business Days after receipt of the Supplier's Variation Proposal (or such longer period as TfNSW reasonably requires, having regard to the size and complexity of the proposed Variation), TfNSW may either:

- (a) accept the Supplier's Variation Proposal and if the Supplier's Variation Proposal contains any options, nominate which option TfNSW accepts;
 - (b) reject the Supplier's Variation Proposal; or
 - (c) withdraw TfNSW's Variation Request,
- by notice to the Supplier.

1.6 TfNSW accepts the Supplier's Variation Proposal

If TfNSW accepts the Supplier's Variation Proposal in accordance with paragraph 1.5(a) there will be deemed to be a Variation Order and:

- (a) the Supplier must proceed to implement the Variation on the basis of the Supplier's Variation Proposal (as accepted by TfNSW); and
- (b) the Supplier will be relieved of its obligations under the NIF Project Agreements to the extent specified in the Supplier's Variation Proposal (as accepted by TfNSW).

1.7 TfNSW rejects the Supplier's Variation Proposal

If TfNSW rejects the Supplier's Variation Proposal in accordance with paragraph 1.5(b), TfNSW may require that:

- (a) the parties consult in good faith, and use their reasonable endeavours to agree (in writing) on a mutually acceptable resolution to the matters set out in the Supplier's Variation Proposal which are in dispute, failing which paragraph 1.9 will apply; or
- (b) the Supplier conduct a tender process (to the extent it has not already done so) under paragraph 3.3.

1.8 If parties reach agreement on disputed matters

If the parties reach agreement on disputed matters in the Supplier's Variation Proposal pursuant to paragraph 1.7(a) and TfNSW directs the Supplier to implement the Variation by issuing a Variation Order:

- (a) the Supplier must proceed to implement the Variation on the basis of the Supplier's Variation Proposal (amended, as required, to reflect the parties' agreement); and
- (b) the Supplier will be relieved of its obligations under the NIF Project Agreements to the extent specified in the Supplier's Variation Proposal (as varied by the parties' agreement).

1.9 If parties fail to reach agreement on disputed matters

If the parties are unable to reach agreement within 20 Business Days after TfNSW rejects the Supplier's Variation Proposal under paragraph 1.5(b), TfNSW may refer the matter for dispute resolution in accordance with the Dispute Resolution Procedures.

1.10 TfNSW's Variation Orders

- (a) At any time, including:
 - (i) in any circumstance where a matter relating to a Variation or Supplier's Variation Proposal is subject to the Dispute Resolution Procedures (and whether or not the Dispute has been resolved); and
 - (ii) whether or not:
 - (A) TfNSW has issued a TfNSW Variation Request under paragraph 1.2; or
 - (B) the Supplier has issued a Supplier's Variation Proposal under paragraph 1.3,

TfNSW's Representative may direct the Supplier to implement a Variation by issuing a written order (**Variation Order**).

- (b) If TfNSW's Representative issues a Variation Order:
 - (i) TfNSW's Representative will:
 - (A) in the circumstances described in paragraph 1.10(a)(i), determine (acting reasonably) any disputed matters; and/or
 - (B) in the circumstances described in paragraph 1.10(a)(ii), determine (acting reasonably) the Variation Effects,

until they are otherwise agreed (in writing) between TfNSW and the Supplier or a determination is made in accordance with the Dispute Resolution Procedures;
 - (ii) the Supplier must proceed to implement the Variation on the basis of the Variation Order and on the basis determined by TfNSW's Representative (notwithstanding that any matters in dispute have not been agreed or determined in accordance with the Dispute Resolution Procedures); and
 - (iii) the Supplier will be relieved of its obligations under this deed to the extent specified in the Variation Order,

and any necessary adjustments will be made following agreement by TfNSW and the Supplier or a determination is made in accordance with the Dispute Resolution Procedures.
- (c) In making his or her determination of the Variation Effects of a Variation Order, TfNSW's Representative will:
 - (i) have regard to the Variation Principles;
 - (ii) take into account (but shall not be bound by) the matters set out in the Supplier's Variation Proposal (if any); and
 - (iii) determine all matters required to enable the Variation to be implemented.
- (d) If the Supplier disagrees with a matter determined by TfNSW's Representative under this paragraph 1.10, the Supplier may refer the matter for dispute resolution in accordance with the Dispute Resolution Procedures.

1.11 Pre-Agreed Variations

- (a) TfNSW's Representative may, in his or her absolute discretion and without being under any obligation to do so, direct by way of Variation any Pre-Agreed Variation by giving written notice to the Supplier.

- (b) TfNSW and the Supplier agree that if a notice is given pursuant to paragraph 1.11(a) in respect of a Pre-Agreed Variation within the Validity Period specified in section 2 of SPR Appendix 13, this deed, including:
- (i) the Initial Fleet Contract Value;
 - (ii) the Service Payment; and/or
 - (iii) the Additional Fleet Contract Value,
- (as the context permits), will be deemed to be amended in accordance with the relevant amendments set out in section 2 of SPR Appendix 13 from the date the Supplier receives such notice.
- (c) Where TfNSW's Representative directs a Pre-Agreed Variation by giving written notice to the Supplier within the period referred to in paragraph 1.11(b), the Supplier, in respect of that Pre-Agreed Variation:
- (i) must carry out its obligations under this deed as amended by paragraph 1.11(b); and
 - (ii) acknowledges and agrees that:
 - (A) any adjustment to the Initial Fleet Contract Value, Additional Fleet Contract Value and/or the Service Payment made pursuant to paragraph 1.11(b) will be full compensation for all costs and any damage, expense, Loss, liability or delay it suffers or incurs arising out of or in connection with the issue of such a notice and no further adjustment will be made to the components of the Initial Fleet Contract Value, Additional Fleet Contract Value and/or the Service Payment under this deed, including under paragraph 3.1; and
 - (B) the Supplier is not entitled to make any Claim for:
 - (I) any acceleration to the carrying out of the Supplier's Activities which the Supplier must perform at any time in order to meet its obligations under this deed, including to achieve any Time Based Delivery Objective by its Time for Performance; or
 - (II) any extension of time for any delay to the carrying out of the Supplier's Activities,
 in connection with the issue of such a notice or the amendment of this deed pursuant to paragraph 1.11(b).
- (d) Nothing in this paragraph 1.11 prevents TfNSW's Representative from:
- (i) issuing a TfNSW Variation Request; or
 - (ii) directing a Variation by issue of a Variation Order,
- that involves the same (or similar) changes to the Delivery Activities or the Maintenance Services after the relevant date for giving notice of the Pre-Agreed Variation specified in section 2 of SPR Appendix 13.
- (e) If TfNSW's Representative:
- (i) issues a TfNSW Variation Request; or
 - (ii) directs a Variation by issuing a Variation Order,
- which involves the same or similar changes to the Delivery Activities or the Maintenance Services as are required by a Pre-Agreed Variation and which is issued or directed (as relevant) after the relevant period in section 2 of SPR Appendix 13 for that Pre-Agreed

Variation, TfNSW and the Supplier agree that the Variation will be valued in accordance with paragraph 3.1.

1.12 TfNSW options following determination

Following determination of a Dispute referred for dispute resolution under paragraphs 1.9 or 1.10, TfNSW may, if it has not already exercised its right under paragraph 1.10 of this Schedule, elect to do either of the following:

- (a) require the Supplier to proceed to implement the Variation in accordance with the Supplier's Variation Proposal as varied by the determination; or
- (b) withdraw the proposed Variation,

by notice to the Supplier (which in the case of paragraph 1.12(a) of this Schedule must be a Variation Order).

1.13 Supplier to implement Variation

If TfNSW gives the Supplier notice pursuant to paragraph 1.11(a) of this Schedule:

- (a) the Supplier must proceed to implement the Variation in accordance with the Supplier's Variation Proposal (as varied by the determination once made); and
- (b) the Supplier will be relieved of its obligations under the NIF Project Agreements to the extent specified in the Supplier's Variation Proposal (as varied by the determination once made).

1.14 Omissions

If a Variation omits any part of the Supplier's Activities, TfNSW may carry out those omitted Supplier's Activities itself or by engaging another person.

1.15 No liability unless Variation Order

TfNSW will not have any liability to the Supplier arising out of, or in any way in connection with, any Variation, except under paragraph 1.3(b) and where the Supplier is expressly directed to implement a Variation by a Variation Order issued by TfNSW under this Schedule.

2. Supplier initiated Variations

2.1 Supplier initiated Variations

The Supplier must not undertake any Variation without TfNSW's prior written consent.

2.2 Supplier may propose a Variation

- (a) The Supplier may (and where required to do so by this deed, including clause 28.5(b)(i)(A), must within 20 Business Days of the occurrence of the relevant event) propose a Variation by giving a notice to TfNSW's Representative in the form of Form 18 of Schedule F7 or such other form determined by TfNSW's Representative from time to time (**Supplier Variation Request**).
- (b) A Supplier Variation Request must:
 - (i) provide details of the proposed Variation;
 - (ii) provide an explanation of the reason for the proposed Variation;
 - (iii) provide TfNSW with full particulars of the anticipated Variation Effects of the Variation;
 - (iv) provide details of the value for money for TfNSW arising from the Variation; and
 - (v) be prepared having regard to the Variation Principles.

- (c) If TfNSW requires, the Supplier must;
 - (i) provide any other information and supporting documentation TfNSW reasonably requires including, where applicable, a cost benefit analysis for the proposed Variation; and
 - (ii) procure that suitably qualified Supplier's Personnel meet with TfNSW's Representative,
 to explain the Supplier Variation Request and enable TfNSW's Representative to assess the Supplier Variation Request.
- (d) Prior to submission of the [REDACTED] Supplier Variation Request within 15 Business Days of the date of this deed as contemplated by Schedule A1, the parties will consult in good faith, and use their reasonable endeavours to agree a mutually acceptable position, in respect of the proposed [REDACTED] Supplier Variation Request.

2.3 TfNSW may approve or reject

- (a) On receipt of a Supplier Variation Request, TfNSW's Representative:
 - (i) must consider the Supplier's proposed Variation in good faith; and
 - (ii) subject to paragraphs 2.3(b) and 2.3(f), may:
 - (A) approve (with or without conditions) the proposed Variation in its absolute discretion by issuing a notice to the Supplier (**Supplier Variation Approval**); or
 - (B) reject the proposed Variation in its absolute discretion by issuing a notice to the Supplier; and
 - (C) will be under no obligation to approve the Supplier Variation Request for the convenience of, or to assist, the Supplier.
- (b) To the extent that any Supplier Variation Request is required pursuant to clause 28.5(b)(i)(A) TfNSW must, in its discretion, either:
 - (i) approve the Supplier Variation Request proposed by the Supplier by issuing a Supplier Variation Approval; or
 - (ii) give a direction under clause 28.5(b)(i)(B).
- (c) If TfNSW approves the Supplier Variation Request:
 - (i) the Supplier must proceed to implement the Variation on the basis approved by TfNSW in the Supplier Variation Approval; and
 - (ii) the Supplier will be relieved of its obligations under the NIF Project Agreements to the extent specified in the Supplier Variation Approval.
- (d) The parties agree that in respect of any [REDACTED] Supplier Variation Request proposed by the Supplier or approved by TfNSW:
 - (i) for the purposes of Variation Costs and paragraph (d) of the definition of 'Variation Principles', the margin will be 0%;
 - (ii) for the purposes of valuing the [REDACTED] Supplier Variation Request and determining the associated Variation Costs or the Variation Savings, the Supplier has allowed:
 - (A) the [REDACTED] Capital Base Cost to design, develop, manufacture, test, commission, supply and deliver; and
 - (B) the [REDACTED] Maintenance Base Cost to maintain for the Contract Term, the solution contemplated by section C3.8(b) of the Concept Design; and

- (iii) the Supplier must not Claim, and will not be entitled to, any extension of time in respect of any such [REDACTED] Supplier Variation Request.
- (e) TfNSW must provide a response to the [REDACTED] Supplier Variation Request within the later of:
 - (i) the date that the [REDACTED] Supplier Variation Request is received; and
 - (ii) 20 Business Days of the Commencement Date.
- (f) Where the Supplier provides the [REDACTED] Supplier Variation Request TfNSW must, in its discretion, either:
 - (i) approve the Supplier Variation Request proposed by the Supplier by issuing a Supplier Variation Approval; or
 - (ii) issue a Variation Order to the Supplier that amends section 3.11.1(b) of SPR Appendix 02 so that it aligns with section C3.8(b) of the Concept Design.
- (g) If TfNSW exercises its rights under paragraph 2.3(f)(ii), the Supplier:
 - (i) acknowledges and agrees that there will be no Variation Effects; and
 - (ii) must not Claim, and will not be entitled to, bring any Claim,
 in respect of an amendment contemplated by paragraph 2.3(f)(ii).

2.4 Supplier to bear risks and costs

- (a) Subject to paragraph 2.4(b), the Supplier will bear all risks and costs associated with:
 - (i) preparing and proposing a Supplier Variation Request and complying with paragraph 2.2; and
 - (ii) carrying out a Variation proposed by the Supplier and approved by TfNSW as a Supplier Variation Approval.
- (b) The Supplier will not be entitled to make any Claim against, or seek any extension of time from, TfNSW or TAHE arising out of, or in any way in connection with, preparation of a Supplier Variation Request except as provided in paragraph 2.4(c).
- (c) TfNSW must procure payment of the Supplier's costs of preparing a Supplier Variation Request if and only to the extent that the Supplier Variation Request was prepared pursuant to clause 28.5(b)(i)(A).

3. General Matters

3.1 Valuation

- (a) If the Supplier implements a Variation in accordance with this deed, one or more of the following, to the extent agreed (in writing) or determined under the Dispute Resolution Procedures, may be adjusted for Variation Costs or (subject to paragraph 3.1(b) and 3.1(c)) Variation Savings (as the case may be):
 - (i) the Unit Price;
 - (ii) the Simulator Price;
 - (iii) the MFI Works Contract Value;
 - (iv) the Service Payments; and/or
 - (v) the Additional Works MF Contract Value.
- (b) If the Supplier implements a Variation in accordance with paragraph 2.3(c) that arises out of a Supplier Variation Request submitted under paragraph 2.2 which results in Variation

Savings, except where paragraph 2.3(b)(i) applies, the Supplier must account to TfNSW for only 50% of the Variation Savings arising from that Variation.

- (c) In every other instance where the Supplier implements a Variation, the Supplier must account to TfNSW for 100% of the Variation Savings arising from that Variation.

3.2 Supplier acknowledgments

The Supplier acknowledges that:

- (a) it must continue to carry out the Supplier's Activities except to the extent that it is relieved from doing so as a consequence of the implementation of a Variation in accordance with this deed; and
- (b) its obligations and the representations and warranties given by it under this deed in respect of the Supplier's Activities will apply to all Variations implemented in accordance with this deed as if those Variations were implemented as part of the original Supplier's Activities.

3.3 Tender for works

- (a) TfNSW may, at any time, require that the Supplier conduct a tender process for all or any part of any works that are required to effect a Variation.
- (b) If TfNSW elects to require a tender process:
 - (i) the Supplier must, unless TfNSW instructs or approves otherwise, obtain three separate quotes from experienced and capable subcontractors reasonably acceptable to TfNSW to carry out any work in respect of the Variation;
 - (ii) the Supplier will be responsible for selecting a subcontractor from this process in consultation with TfNSW; and
 - (iii) the Supplier must permit TfNSW to review all materials that are submitted in the tender process and provide any other information that TfNSW reasonably requires (including such written consents as are required to carry out any investigation into probity).
- (c) Following completion of the tender process, the Supplier must:
 - (i) prepare a Supplier's Variation Proposal, having regard to the outcome of the tender process (or update its previous Supplier's Variation Proposal, if a Supplier's Variation Proposal has been submitted previously); and
 - (ii) in that Supplier's Variation Proposal, the Supplier must demonstrate to the reasonable satisfaction of TfNSW that the subcontractor it intends to select and engage is the best choice having regard to:
 - (A) the price quoted in the prevailing market conditions;
 - (B) the experience and capability of that subcontractor in the context of the subject matter of the relevant Variation; and
 - (C) the ability of the subcontractor to carry out the work in respect of the Variation in the manner required by this deed if the work in respect of the Variation is subcontracted to that subcontractor.
- (d) For the purposes of the Supplier's compliance with any time periods stipulated in this paragraph 3.3, TfNSW's Representative must allow such further time as is reasonable in order to allow the Supplier adequate time to undertake any additional obligations required by this paragraph 3.3.

3.4 Notice of Variation

- (a) If any direction by TfNSW's Representative other than a Variation Order constitutes or involves a Variation, the Supplier must, if it wishes to make any Claim against TfNSW or TAHE arising out of, or in any way in connection with the direction or Variation:
- (i) within five Business Days of receiving the direction and before commencing work on the subject matter of the direction, give notice to TfNSW's Representative stating that it is a notice under this paragraph 3.4(a)(i) and that the Supplier considers the direction constitutes or involves a Variation; and
 - (ii) within five Business Days of giving the notice under paragraph 3.4(a)(i) and before commencing work on the subject matter of the direction, submit a notice to TfNSW's Representative which must include:
 - (A) detailed particulars concerning the direction upon which the Claim is based;
 - (B) the legal basis for the Claim, whether based on a term of this deed or otherwise, and if based on a term of this deed, clearly identifying the specific term;
 - (C) the facts relied upon in support of the Claim in sufficient detail to permit verification; and
 - (D) details of the amount claimed and how it has been calculated,

and must continue to carry out the Supplier's Activities (as the case may be) in accordance with this deed and all directions of TfNSW's Representative, except that the Supplier will not be obliged to comply with the direction in respect of which notice has been given under this paragraph 3.4 until the five Business Day period under paragraph 3.4(b)(ii) has expired or unless otherwise directed by TfNSW's Representative under paragraph 3.4(b).
- (b) Any Claim against TfNSW arising out of, or in any way in connection with, the direction will be dealt with pursuant to the preceding provisions of this Schedule E3 if:
- (i) the direction is agreed by TfNSW and the Supplier to be a TfNSW Variation Order (or if not agreed, determined after referral for dispute resolution in accordance with the Dispute Resolution Procedures to be a TfNSW Variation Order); and
 - (ii) TfNSW's Representative does not withdraw or vary the direction within five Business Days of the Supplier's notice under paragraph 3.4(a)(ii),
- and TfNSW's Representative will be deemed to have issued a Variation Order under paragraph 1.10 of this Schedule.
- (c) If the Supplier fails to comply with this paragraph 3.4, then to the extent of the failure:
- (i) TfNSW or TAHE will not be liable upon any Claim by the Supplier; and
 - (ii) the Supplier will be absolutely barred from making any Claim against TfNSW or TAHE,
- arising out of, or in any way in connection with, the direction to which this paragraph 3.4 applies.

3.5 Updates to the SPR for contract administration purposes

- (a) The parties acknowledge that from time to time after a Variation Order or Supplier Variation Approval is authorised or approved in accordance with Schedule E3, TfNSW may in its absolute discretion:

- (i) update the version of the SPR attached to this deed as at the date of this deed to reflect the terms of the Variation Order or Supplier Variation Approval (as the context permits); and
 - (ii) provide the Supplier with a copy of the version of the SPR contemplated by paragraph 3.5(a)(i) of Schedule E3,to assist in the proper administration of this deed.
- (b) Where TfNSW provides the Supplier with an amended copy of the SPR as contemplated by paragraph 3.5(a) of Schedule E3, the parties acknowledge and agree that:
 - (i) the version of the SPR contemplated by paragraph 3.5(a) of Schedule E3 has no legal or contractual status and is only intended to assist in the proper administration of this deed;
 - (ii) the Supplier's obligations under this deed (including to continue to comply with a Variation Order) are in no way altered or varied by the provision of the version of the SPR contemplated by paragraph 3.5(a) of Schedule E3; and
 - (iii) the Supplier will not be entitled to make, and neither TfNSW nor its Associates will be liable upon, any Claim against TfNSW or its Associates arising out of or in connection with the Supplier's reliance on the version of the SPR contemplated by paragraph 3.5(a) of Schedule E3.

Schedule E4 – Schedule of Rates

1. Pricing

All amounts in this Schedule E4 are amounts at the Price Base Date, excluding the Other Costs, and will be indexed as set out in the calculation of the AM Service Payments in paragraph 4.6 of Schedule E1 other than the labour rates during the Delivery Phase set out in paragraph 4.2, which will be indexed as set out in paragraph 4.2.

For the avoidance of doubt, all rates included within this Schedule E4 are fully inclusive and no Supplier margin will be applied to any of them, except as expressly provided in paragraph 4.4 in relation to the Other Costs.

2. Fixed Price Additional Maintenance Services

The costs of particular items of work are listed in Table 2 below:

Table 2 – Fixed Price AM Services

	Items of Work	Labour \$	Material \$	Total Price \$	Notification ^{1, 2, 3, 4}	Time to Complete	Qualifications	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
(A) External damage to Trains										
1.	Removal of Graffiti per m ²						Cleaner	No	Require cleaning equipment and bunded area	Maintenance Facility Site

Items of Work		Labour \$	Material \$	Total Price \$	Notification ^{1, 2, 3, 4}	Time to Complete	Qualifications	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
2.	Remove and renew livery per m ²						Body Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
3.	Remove and renew signage per item Small < 0.25m ² 0.25m ² ≤ Medium, ≤ 0.5m ² 0.5m ² < Large < 1m ²						Body Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
4.	Replacement of windscreen Driver's Side Guard's Side Detrainment Door						Body Fitter	No	Require platform access	Maintenance Facility Site
5.	Replacement of bodyside window Upper Small Upper Large Lower Small Lower Large End Large Cab						Body Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
6.	Replacement of passenger side door glazing						Fitter Electrician	No	Require platform access	Maintenance Facility Site and

	Items of Work	Labour \$	Material \$	Total Price \$	Notification ^{1, 2, 3, 4}	Time to Complete	Qualifications	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
										Commissioning Facility Site
7.	Replacement of head light unit						Fitter Electrician	No	Safe work constraints	Maintenance Facility Site and Commissioning Facility Site
8.	Replacement of marker / tail / fog light unit Marker light Tail light Fog light						Fitter Electrician	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
9.	Replacement of destination indicator glass						Fitter Electrician	No	Require platform access	Maintenance Facility Site
10.	Replacement of obstacle deflector						Fitter	No	Safe work constraints	Maintenance Facility Site and Commissioning Facility Site
11.	Replacement of passenger side door leaf						Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site

Items of Work		Labour \$	Material \$	Total Price \$	Notification ^{1, 2, 3, 4}	Time to Complete	Qualifications	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
12.	Replacement of cab side door						Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
13.	Replacement of autocoupler						Fitter	No	Require crane / forklift	Maintenance Facility Site
14.	Replacement of intercar coupler						Fitter	No	Require crane / forklift	Maintenance Facility Site
15.	Replacement of pantograph and associated HT equipment						Fitter	No	Require crane	Maintenance Facility Site and Commissioning Facility Site
16.	Replacement of external CCTV						Fitter Electrician	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
17.	Replacement of gangway						Fitter	No	Require crane	Maintenance Facility Site
18.	Replacement of intercar electrical / pneumatic jumpers High tension 1P High tension 3P Type 1 High tension 3P Type 2						Fitter Electrician	No	Require pit access	Maintenance Facility Site

Items of Work		Labour \$	Material \$	Total Price \$	Notification ^{1, 2, 3, 4}	Time to Complete	Qualifications	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
	Low tension 6P									
	Low tension 74P									
	Low tension 36P									
	Optical jumper									
	(B) Internal damage to saloon / c									
19.	Removal of internal Graffiti per m2						Cleaner	Yes		
20.	Replacement of internal glass						Body Fitter	Yes		
21.	Replacement of seat (saloon) Passenger 2 Person Passenger 1 Person Longitudinal 3 Person (Flip-up) Longitudinal 1 Person						Body Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
22.	Replacement of arm rest (saloon)						Body Fitter	Yes		

Items of Work		Labour \$	Material \$	Total Price \$	Notification ^{1, 2, 3, 4}	Time to Complete	Qualifications	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
23.	Replacement of seat cushion fully trimmed (saloon)						Body Fitter	Yes		
24.	Replacement of seat (cab)						Body Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
25.	Replacement of arm rest (cab)						Body Fitter	Yes		
26.	Replacement of seat fully trimmed (cab) Backrest Cushion						Body Fitter	Yes		
27.	Replacement of seat power socket						Fitter Electrician	Yes		
28.	Replacement of grab pole / hand rail / grab handle Staunchion Pole Handrail Vest bule Handrail Entrance Door						Body Fitter	Yes		

Items of Work		Labour \$	Material \$	Total Price \$	Notification ^{1, 2, 3, 4}	Time to Complete	Qualifications	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
	Handrail Upper Stairs Handrail Lower Stairs									
29.	Replacement of seat back grab handle						Body Fitter	Yes		
30.	Replacement of side / end / ceiling panel						Body Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
31.	Replacement of passenger intercom unit						Fitter Electrician	Yes		
32.	Replacement of emergency egress device and protective cover IEDR Handle Only IEDR Protective Cover						Fitter	Yes		
33.	Replacement of PIS display unit						Fitter Electrician	Yes		
34.	Replacement of CCTV camera unit						Fitter Electrician	Yes		

Items of Work		Labour \$	Material \$	Total Price \$	Notification ^{1, 2, 3, 4}	Time to Complete	Qualifications	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
35.	Remove and renew signage (per item) Small < 0.25m ² 0.25m ² ≤ Medium, ≤ 0.5m ² 0.5m ² < Large < 1m ²						Body Fitter	Yes		
36.	Refinish / repaint panel surface per m2						Body Fitter/Painter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
37.	Replacement of floor surface per m2						Body Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
38.	Replacement of interior lighting module (saloon)						Fitter/ Electrician	Yes		
39.	Replacement of interior lighting module (cab)						Fitter/ Electrician	Yes		
40.	Replacement of sunblind (cab)						Body Fitter	Yes		

Items of Work		Labour \$	Material \$	Total Price \$	Notification ^{1, 2, 3, 4}	Time to Complete	Qualifications	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
	Side Front									
41.	Replacement of protective window film						Body Fitter	Yes		
42.	Replacement of intercar door leaf						Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
43.	Replacement of toilet door leaf						Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
44.	Replacement of toilet door lock						Fitter	Yes		
45.	Replacement of toilet seat and cover						Body Fitter	Yes		
46.	Replacement of toilet mirror						Body Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site

Items of Work		Labour \$	Material \$	Total Price \$	Notification ^{1, 2, 3, 4}	Time to Complete	Qualifications	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
47.	Replacement of hand wash basin						Body Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
48.	Replacement of baby change table						Body Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site
49.	Replacement of hand dryer						Fitter Electrician	Yes		
50.	Replacement of vending machine						N/A	n/a		
51.	Replacement of end detrainment system						Fitter Electrician	No	Require crane	Maintenance Facility Site
52.	Replacement of Coat Hook						Fitter	Yes		
53.	Replacement of Tray Table including cup holder						Fitter	Yes		
54.	Replacement of GPO/USB socket						Fitter	Yes		

Items of Work		Labour \$	Material \$	Total Price \$	Notification ^{1, 2, 3, 4}	Time to Complete	Qualifications	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to	
55	Replacement of Luggage Rack						Fitter	No	Require platform access	Maintenance Facility Site and Commissioning Facility Site	
56	Replacement of Bicycle Storage Strap						Fitter	Yes			
57	Replacement of DTRS Radio						Fitter Electrician	Yes			
(C) Services for other rolling stock											
58	Wheel turn per wheel-set						Fitter	No	Require UFWL access	Maintenance Facility Site	
59	External bodyside wash per carriage						Fitter	No	Require wash plant access	Maintenance Facility Site	

3. Configurable Items

3.1 Design Configuration Updates

The cost to configure particular items will be as set out in Table 3.1 below:

Table 3.1 – Design Configuration Updates

	Configurable Item / Parameter	Configurable? [Yes/No]	Minimum Value	Maximum Value	Adjustment Resolution or Available Options	Default Value	Time to Complete	Price to Update Fleet \$	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
1.	Shunt mode speed (if applicable)								Yes		
2.	Emergency mode max speed limit								Yes		
3.	Wash mode speed								Yes		
4.	Passenger information system configuration								Yes		
5.	Crew Roles for CCTV display on passenger intercom								Yes		
6.	Crew Roles, levels, tones of TMS faults and alerts								Yes		

	Configurable Item / Parameter	Configurable? [Yes/No]	Minimum Value	Maximum Value	Adjustment Resolution or Available Options	Default Value	Time to Complete	Price to Update Fleet \$	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
7.	ETCS speed dial range								N/A		
8.	ETCS HMI text/messages								N/A		
9.	Wi-Fi price configuration								Yes		
10.	Passenger bodyside door automatic close time								Yes		
11.	Intercar door automatic close time								Yes		
12.	Passenger intercom escalation delay timer								Yes		

	Configurable Item / Parameter	Configurable? [Yes/No]	Minimum Value	Maximum Value	Adjustment Resolution or Available Options	Default Value	Time to Complete	Price to Update Fleet \$	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
13.	Emergency egress Crew inhibit time								Yes		
14.	Emergency egress initial inhibition time								Yes		
15.	Passenger bodyside door opening/closing speed								Yes		
16.	Passenger bodyside door closing alarm								Yes		
17.	Passenger bodyside door enabled alarm								Yes		
18.	Door close obstruction retry attempts								Yes		
19.	Door open obstruction retry attempts								Yes		
20.	Fire detection Crew alarm								Yes		

	Configurable Item / Parameter	Configurable? [Yes/No]	Minimum Value	Maximum Value	Adjustment Resolution or Available Options	Default Value	Time to Complete	Price to Update Fleet \$	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
21.	Crew Simulator training scenarios								Yes		
22.	Crew Simulator simulated track								Yes		

3.2 Operational Updates

The cost to perform operational updates will be as set out in Table 3.2 below:

Table 3.2 – Operational Updates

	Configurable Item/Parameter	Configurable? [Yes/No]	Minimum Value	Maximum Value / Size	Adjustment Resolution or Available Options	Default Value	Time to Complete	Price to Update Fleet	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
1.	Update timetable								Yes		
2.	Update message (voice & text) data								Yes		
3.	Smart card authorisation								Yes		
4.	Smart card authorisation parameters								Yes		

	Configurable Item/Parameter	Configurable? [Yes/No]	Minimum Value	Maximum Value / Size	Adjustment Resolution or Available Options	Default Value	Time to Complete	Price to Update Fleet	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
5.	Restricted power line current drawn								Yes		
6.	Restricted power line current returned								Yes		
7.	Restricted power locations								Yes		

3.3 Operational Download

The cost to perform operational downloads will be as set out in Table 3.3 below:

Table 3.3 – Operational Download

	Item	Quantity to be downloaded	Pricing / Time Measure	Notification ^{1, 2, 3, 4}	Time to Complete (minutes)	Price to Download \$	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
1.	Download CCTV	All camera data for 24 Hours	per Unit				Yes		
2.	Download ER	All data for 72 Hours	per Unit				Yes		

	Item	Quantity to be downloaded	Pricing / Time Measure	Notification ^{1, 2, 3, 4}	Time to Complete (minutes)	Price to Download \$	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
3.	Download ETCS juridical recorder unit data	All data	per Unit				Yes		
4.	Download TMS and subsystem data (events and condition monitoring)	All data	per Unit				Yes		
5.	Download customer counting information	All data	per Fleet				Yes		
6.	Download customer counting information	All data	per Fleet				Yes		
7.	Download energy metering system	All data	per Fleet				Yes		
8.	Download infrastructure monitoring data	All data	per Fleet				Yes		

3.4 Physical Retrieval

The cost to perform retrieval tasks will be as set out in Table 3.4:

Table 3.4 – Physical Retrieval

Item		Quantity to be retrieved	Pricing / Time Measure	Notification ^{1, 2, 3, 4}	Time to Complete (minutes)	Price to Retrieve \$	Undertaken at all Maintenance Locations	If no, reason why	Maintenance Location restricted to
1.	Physically retrieve CCTV	All	per Unit				Yes		
2.	Physically retrieve ER	All	per Unit				Yes		
3.	Physically retrieve ETCS juridical recorder unit	All	per Unit				Yes		

Notes:

1. Subject to (2), (3) and (4) below, where Schedule E4 specifies a requirement for 'Notification', the Time to Complete runs from the later of:
 - (a) the return of the Unit to the relevant Maintenance Location; and
 - (b) expiry of the notification period, where the period for notification commences on:
 - (i) where the Supplier identifies the TfNSW Defect, the earlier of when:
 - (A) the Supplier advises TfNSW's Representative under paragraph 2.1(a) of Schedule E5; and
 - (B) the time when the Supplier ought to have advised TfNSW's Representative under paragraph 2.1(a) of Schedule E5; or
 - (ii) where TfNSW or a NSW Rail Entity identifies a TfNSW Defect, the Supplier's receipt of notification.
2. Where 'Notification' is required and the 'Maintenance Location Restricted to' column identifies the Commissioning Facility Site, in the period up to the Date of MFC Practical Completion, no 'Notification' is required and so the 'Time to Complete' starts on the return of the Unit to the relevant Maintenance Location.

3. Where 'Notification' is required, the 'Maintenance Location Restricted to' column identifies the 'Maintenance Facility Site and the Commissioning Facility Site' and the 'Commissioning Facility Site' is identified in the 'Notification' column, the 'Notification' only applies in respect of AM Services to be carried out at the Commissioning Facility Site, and the Time to Complete for AM Services undertaken at the Maintenance Facility Site starts on the return of the Unit to the Maintenance Facility Site.
4. Where 'Notification' is required, the 'Maintenance Location Restricted to' column is blank and the 'Commissioning Facility Site and NIF Stabling Yards' are identified in the 'Notification' column, the 'Notification' only applies in respect of AM Services to be carried out at the Commissioning Facility Site or a NIF Stabling Yard, and the Time to Complete for AM Services undertaken at the Maintenance Facility Site starts on the return of the Unit to the Maintenance Facility Site.

4. Rates and Other Costs

4.1 Agreed Rates

The rates (**Agreed Rates**) which the Supplier may charge to TfNSW for items of work not listed in paragraph 2 or paragraph 3 will be as set out in paragraph 4.2, paragraph 4.3 and paragraph 4.4.

4.2 Labour Rates – Delivery Phase

The labour rates applicable during the Delivery Phase for work relating to:

- (a) the MF Additional Works, are outlined in Table 4.2(a) below; and
- (b) all other Delivery Activities are outlined in Table 4.2(b) below, adjusted by the First Indexation Factor in accordance with clause 1.15(b):

Table 4.2(a) – Labour Rates – Additional MF Works

Role	Hourly Labour Rate \$
Project Management	
Senior Project Manager	████
Senior Project Engineer	████
Project Engineer	████
Graduate Engineer	████
Design Management	
Design Manager	████
Construction Management	
Construction Manager	████
Site Supervisor	████
HSSE Manager	████
HSSE Officer	████
Environmental Manager	████
Contracts Management	
Contracts Manager	████
Contract Administration	████
Indirect Labour	
Planner	████
Quality Officer	████
Document Control Officer	████
Finance and General Administration	████
Procurement and Logistics	

Role	Hourly Labour Rate \$
Procurement and Logistics Officer	
Storeman	
Integration and Commissioning	
Integration and Commissioning Manager	
V & V Manager	

Table 4.2(b) – Labour Rates – Delivery Phase

Role	Daily Labour Rate \$	Hourly Labour Rate \$
Project Manager		
Engineering Manager		
Senior Engineer		
Engineer		
CAD Operator		
Contract Administrator		
Technical Writer		
Supervisor		
Technician (including trades)		

4.3 Labour Rates – Maintenance Phase

The labour rates applicable during the Maintenance Phase (excluding for work relating to the Delivery Activities) are outlined in Table 4.3 below:

Table 4.3 – Labour Rates – Maintenance Phase

Role	Daily Labour Rate \$	Hourly Labour Rate \$
Project Manager		
Engineer		
Service Technician (applicable 24x7)		
Supervisor (applicable 24x7)		
CAD Operator		
Cleaner (applicable 24x7)		
Graffiti Removalist (applicable 24x7)		
GRP / Paint Repair		

4.4 Other Costs

Any other parts, materials and third party costs used for such additional services (**Other Costs**) will be charged at cost plus XXXX mark up. No other overheads will be included.

5. Spares List

Sub-System	Component	Unit	Price
Driver's seat	Driver's seat	per item	
Driver's seat	Arm rest-driver's seat	per item	
Driver's seat	Driver's seat cushion fully trimmed	per item	
Saloon seat	Passenger seat 2P	per item	
Saloon seat	Passenger seat 1P	per item	
Saloon seat	Longitudinal set for 3P (flip-up)	per item	
Saloon seat	Longitudinal set for 1P	per item	
Saloon seat	Arm rest-passenger seat 2P-RH	per item	
Saloon seat	Arm rest-passenger seat 2P-LH	per item	
Saloon seat	Arm rest-passenger seat 2P-Center	per item	
Saloon seat	Arm rest-passenger seat 1P-RH	per item	
Saloon seat	Arm rest-passenger seat 1P-LH	per item	
Saloon seat	Seat cushion fully trimmed	per item	
Saloon seat	Seat power socket	per item	
Saloon seat	Seat back grab handle-RH	per item	
Saloon seat	Seat back grab handle-LH	per item	
Draught screen	Draught screen assembly	per item	
Draught screen	Draught screen glass	per item	
Window glass	Side window glass-upper side small	per item	
Window glass	Side window glass-upper side large	per item	
Window glass	Side window glass-lower side small	per item	
Window glass	Side window glass-lower side large	per item	
Window glass	Side window glass-end side large	per item	
Window glass	Window - cab side	per item	
Door glass	Door window glass-cab side	per item	
Door glass	Door window glass-cab partition	per item	

Sub-System	Component	Unit	Price
Door glass	Door window glass-inter car door	set	
Door glass	Door window glass-saloon entrance door	Set	
Windshield	Windshield glass-driver's side	per item	
Windshield	Windshield glass-guard's side	per item	
Windshield	Windshield glass-detainment door	per item	
Windshield	Windshield glass-destination	per item	
Handrail & strap	Stanchion pole - vestibule	set	
Handrail & strap	Handrail - vestibule area	set	
Handrail & strap	Handrail- along entrance door edges: A car set	set	
Handrail & strap	Handrail- along entrance door edges: B car set	set	
Handrail & strap	Handrail- along entrance door edges: B1 car set	set	
Handrail & strap	Handrail- along entrance door edges: C car set	set	
Handrail & strap	Handrail- along entrance door edges: D car set	set	
Handrail & strap	Handrails- along upper saloon stair	Car	
Handrail & strap	Handrails- along lower saloon stair	Car	
Brakes	Brake caliper, unit	per item	
Brakes	Brake caliper, unit - spring park brake	per item	
Brakes	Brake discs - split type	per item	
Brakes	Distributor valve	per item	
Brakes	Electro pneumatic BCU unit	per item	
Brakes	Gauge, brake cylinder	per item	
Brakes	Gauge, brake pipe	per item	
Brakes	WSP dump valve	per item	
Brakes	Park brake control valve	per item	
Brakes	End cock	per item	
Brakes	Isolating cock	per item	
Brakes	Air dryer unit	per item	
Brakes	Compressor - pantograph	per item	
Climate control	Duct heater	per item	
Climate control	Cab damper	per item	
Climate control	Cab fresh air fan	per item	

Sub-System	Component	Unit	Price
Climate control	Saloon temperature sensor	per item	
Climate control	Return air grilles	per item	
Pantograph	Carbon carrier sets (with carbon strips), pantograph	per item	
Lighting	Head light	per item	
Lighting	Marker light	per item	
Lighting	Fog light	per item	
Lighting	Blue light	per item	
Lighting	Console light	per item	
Lighting	Saloon light cover	per item	
Lighting	End saloon light cover	per item	
Lighting	Vestibule light cover	per item	
Lighting	Step light	per item	
Lighting	Ground light	per item	
Electrical control	Jumper - high tension 1P	per item	
Electrical control	Jumper - high tension 3P Type 1	per item	
Electrical control	Jumper - high tension 3P Type 2	per item	
Electrical control	Jumper - low tension 6P	per item	
Electrical control	Jumper - low tension 74P	per item	
Electrical control	Jumper - low tension 36P	per item	
Electrical control	Jumper - optical jumper	per item	
Radio	Radio antenna	per item	
Radio	Radio hand set	per item	
Crew control	Blinds for cab side window	per item	
Crew control	Blinds for cab front	per item	
Crew control	Wiper arms with blades	per item	
Crew control	Wiper motors	per item	
Crew control	Air horn	per item	
Fire detection	Smoke detector sensor	per item	
Fire detection	Smoke detection controller for 4 cars	per item	
Fire detection	Smoke detection controller for 6 cars	per item	
Toilet & water	Toilet door leaf	per item	

Sub-System	Component	Unit	Price
Toilet & water	Toilet door lock	per item	
Toilet & water	Toilet seat and cover	per item	
Toilet & water	Toilet mirror	per item	
Toilet & water	Toilet hand wash basin	per item	
Toilet & water	Toilet baby change table	per item	
APS	Remote supply diode	per item	
APS	SIV output circuit breaker	per item	
APS	Auxiliary supply transformer	per item	
TMS	DDU	per item	
TMS	Wireless gateway (includes cellular interface)	per item	
TMS	GPS	per item	
TMS	Ethernet switch config 1 for core only	per item	
TMS	Ethernet switch config 2 for core only	per item	
TMS	Connectors (power)	per item	
CPA	PIS/PA server	per item	
CPA	Audio amplifiers	per item	
CPA	Saloon loudspeaker	per item	
CPA	Step-down transformers	per item	
CPA	Cab audio unit	per item	
CPA	Crew communications unit	per item	
CPA	PEI (core)	per item	
CPA	Hearing aid loop amplifier	per item	
CPA	Connectors (power)	per item	
PIS	External destination indicator	per item	
PIS	Internal destination indicator (stretched)	per item	
PIS	Controller and splitter	per item	
PIS	22" LCD display and controller	per item	
PIS	Connectors (power)	per item	
CCTV	CCTV video recorder	per item	
CCTV	2.5" HDD 2TB (15 Days)	per item	
CCTV	Front cameras	per item	

Sub-System	Component	Unit	Price
CCTV	Internal cameras	per item	
CCTV	CCTV monitor	per item	
CCTV	External camera (without cover)	per item	
CCTV	Cab camera	per item	
Passenger counting	Main unit	per item	
Passenger counting	Sensors	per item	
Passenger WiFi	Train to shore interface	per item	
Passenger WiFi	Access point	per item	
Passenger WiFi	Internal antenna	per item	
Passenger WiFi	External antenna	per item	
Vandal resistance	Toilet graffiti sensor	per item	
AIS	Modem/router and antennas	per item	

Schedule E5 – AM Services

1. Process for rectification of TfNSW Defects

1.1 Supplier's General Obligation

The Supplier must remedy and eliminate every TfNSW Defect subject to and in accordance with this Schedule E5 and its other obligations under this deed.

1.2 Generally Approved AM Services

If TfNSW Defects can be rectified by undertaking Generally Approved AM Services, the Supplier must rectify those TfNSW Defects as soon as reasonably practicable in accordance with the Defect Rectification Principles and, subject to paragraph 1.4, the Supplier is not required to take any step or obtain any specific approval from TfNSW before undertaking those works in that Service Payment Period.

1.3 Requirement for consent

If the works and services required to rectify any TfNSW Defect are not Generally Approved AM Services, the Supplier must first obtain specific prior approval from TfNSW before undertaking the required works or services.

1.4 Requirement for Work Order

Without limiting any other requirement in this Schedule E5, before undertaking any AM Services, the Supplier must submit to TfNSW a Work Order relating to those AM Services.

1.5 Payment

TfNSW must procure payment of the Supplier in accordance with paragraph 4.6 of Schedule E1 for performance of all AM Services required to be performed under this Schedule E5.

2. TfNSW Defect Notice

2.1 Supplier to notify TfNSW

Immediately on becoming aware of a TfNSW Defect, the Supplier must:

- (a) use reasonable endeavours to advise TfNSW's Representative by telephone; and
- (b) provide a confirmation notice to TfNSW's Representative, that the Supplier has identified the existence of a TfNSW Defect.

2.2 Supplier to give TfNSW Defect Notice

As soon as practicable on becoming aware of the TfNSW Defect (and in any event within two Business Days), the Supplier must submit a further notice (**TfNSW Defect Notice**) to TfNSW that includes:

- (a) all relevant details of the TfNSW Defect and how it arose;
- (b) the identity and location of the affected Unit or Simulator;
- (c) confirmation whether the works required to rectify the TfNSW Defect are:
 - (i) Generally Approved AM Services;
 - (ii) Other AM Services; or
 - (iii) Variation Services;

- (d) details of any actual or anticipated adverse effects on:
 - (i) the performance of the Delivery Activities;
 - (ii) the performance of the other Maintenance Services; or
 - (iii) the Availability of Trains; and
- (e) unless the works or services required to rectify the TfNSW Defect are Variation Services, the Supplier's reasonable proposals for carrying out the relevant AM Services, including:
 - (i) a detailed description of the relevant works;
 - (ii) if the works are Generally Approved AM Services, the elements of the work that have already been commenced or completed;
 - (iii) the time anticipated to complete works not yet commenced or completed;
 - (iv) any parts to be replaced or refurbished;
 - (v) any effects on the Spares which are held, or which it will be necessary or desirable to hold, following the completion of the relevant works;
 - (vi) the AM Services Cost of undertaking the relevant work;
 - (vii) any operational restrictions or limitations which may apply to the affected Unit or Simulator until those works are undertaken;
 - (viii) any Verification Activities that will be required as part of the works; and
 - (ix) the Maintenance Location where the works are being, or will be, carried out.

2.3 Failure to give notice

If the Supplier does not submit a TfNSW Defect Notice to TfNSW's Representative within the time period required under paragraph 2.2, the relevant Defect will be deemed to be a Supplier Fault which the Supplier must rectify in accordance with clause 18.10.

3. Response to TfNSW Defect Notice

3.1 TfNSW to confirm requirement

- (a) If the works and services required to rectify any TfNSW Defect are Other AM Services, TfNSW must consider the relevant TfNSW Defect Notice and TfNSW's Representative must notify the Supplier within five Business Days of receipt of a TfNSW Defect Notice to confirm either that:
 - (i) TfNSW's Representative directs the Supplier to undertake the repair and rectification works proposed; or
 - (ii) TfNSW does not require the Supplier to undertake the work as proposed.

If TfNSW's Representative fails to give notice in the required time, TfNSW will be deemed to have directed the Supplier to undertake the relevant work.
- (b) If TfNSW's Representative directs, or is deemed to have directed, the Supplier to undertake the work, the Supplier must undertake that work in accordance with the Defect Rectification Principles and the proposal set out in its TfNSW Defect Notice.
- (c) If TfNSW does not require the Supplier to undertake the work as proposed, TfNSW may:
 - (i) require the Supplier to submit an alternative proposal under paragraph 2.2(e) in which case this paragraph 3.1 will reapply; or
 - (ii) submit a TfNSW Variation Request in accordance with paragraph 1.2(a) of Schedule E3 either:

- (A) to require the TfNSW Defect to be repaired as a Variation; or
- (B) to vary TfNSW's requirements under the NIF Project Agreements in another way.

3.2 Variation Services

If a TfNSW Defect Notice identifies that Variation Services are required to rectify a TfNSW Defect, TfNSW's Representative must, within five Business Days of receipt of a TfNSW Defect Notice, either:

- (a) issue a Variation Order in respect of the required rectification work; or
- (b) direct that the TfNSW Defect and/or its consequences be addressed in another way to be agreed in writing between the parties.

If TfNSW's Representative fails to give the required notice in the required time, TfNSW will be deemed to have given a TfNSW Variation Request to the Supplier in relation to the relevant work.

3.3 Disputes

If a Dispute arises under this Schedule, the Supplier must carry out the relevant work required in accordance with this Schedule pending resolution of the Dispute under the Dispute Resolution Procedures.

4. Minor Works

4.1 Minor Works Order

- (a) TfNSW may, at any time, notify the Supplier of a requirement to undertake Minor Works by issuing a notice (**Minor Works Order**).
- (b) Within two Business Days of receipt by the Supplier of a Minor Works Order, the Supplier must prepare and submit for the approval of TfNSW's Representative, a statement entitled 'Minor Works Quote' (**Minor Works Quote**), which:
 - (i) confirms whether the Supplier reasonably considers that the works or services referred to in the Minor Works Order are Variation Services; and
 - (ii) if the works and services are not Variation Services, details:
 - (A) the matters described in paragraphs 2.2(e)(iii) to 2.2(e)(ix) (inclusive); and
 - (B) any other particulars required by TfNSW.

4.2 Response to Minor Works Quote

- (a) TfNSW's Representative will advise the Supplier within a reasonable time of receiving a Minor Works Quote which complies with the requirements of paragraph 4.1(b) whether the Minor Works Quote is approved.
- (b) If, under paragraph 4.2(a), TfNSW's Representative does not approve the Minor Works Quote, TfNSW may withdraw any related Minor Works Order.
- (c) The Supplier must not commence the Minor Works until the Minor Works Quote has been approved in accordance with paragraph 4.2(a).
- (d) The Supplier must:
 - (i) undertake and complete all Minor Works as approved by TfNSW under paragraph 4.2(a) in accordance with the Defect Rectification Principles; and
 - (ii) diligently pursue and complete the Minor Works in accordance with the Minor Works Order and the reasonable directions of TfNSW using a degree of skill, care, prudence, foresight and practice which would reasonably and ordinarily be

expected of a skilled and experienced person engaged in the same or a similar type of undertaking under the same or similar circumstances,
so that at all times those Assets remain fit for purpose.

5. AM Services Cost

5.1 Basis of Costs

The costs recoverable from TfNSW by the Supplier for AM Services are limited to the reasonable and proper costs incurred by the Supplier in providing AM Services on the following basis:

- (a) subject to paragraph 5.2 below, AM Services which constitute the items of work set out at paragraph 2 and paragraph 3 of Schedule E4 will be charged at the relevant price listed, whether such work is to be carried out as a stand-alone item of work or in conjunction with Other AM Services, without any additional mark up;
- (b) subject to paragraphs 5.1(a) and 5.2 below, labour rates for AM Services for items of work not included in paragraph 2 or paragraph 3 of Schedule E4 will be charged at the Agreed Rates for AM Services set out in paragraph 4.3 of Schedule E4;
- (c) subject to paragraphs 5.1(a) and 5.2 below, prices for parts, materials and third party costs for AM Services for items of work not included in paragraph 2 or paragraph 3 of Schedule E4 will be charged at cost plus the mark up set out in paragraph 4.4 of Schedule E4; and
- (d) subject to paragraph 5.2 below, otherwise on the basis of reasonably and properly incurred costs.

5.2 Evidence of Costs

TfNSW may, where the cost of those AM Services is not substantially determined in accordance with Schedule E4 or the cost of an individual AM Service is estimated to exceed:

- (a) [REDACTED], require the Supplier to provide on an Open Book Basis an account of the costs (on the basis of work order hours recorded and invoices with sub contracts / service providers) of the Supplier in respect of such works; and
- (b) [REDACTED], require the Supplier to carry out and provide evidence of benchmarking against reasonable third party comparables.

Schedule E6 – Insurances

1. Whole of project insurances

Insurance	Minimum Coverage Requirements	Maximum Deductible	Period Insurance to be effected and maintained
Employers Liability and Workers' Compensation Insurance	Workers' compensation insurance in accordance with Legal Requirements (and on the basis that, where permitted under the relevant statutory workers compensation or accident compensation scheme, the insurance shall extend to cover the vicarious liability of TfNSW and TAHE for the acts or omissions of the Supplier) and, where common law claims can be brought outside of the relevant statutory workers compensation or accident compensation scheme, employer's liability insurance covering any injury, damage, expense, loss or liability suffered or incurred by any persons employed by the Supplier or engaged in performing the Supplier's Activities or their dependants (and on the basis that such insurance shall extend to cover the vicarious liability of TfNSW and TAHE for the acts or omissions of the Supplier).	In accordance with Legal Requirements	Through Life Support Period
Own Damage Motor Vehicle Insurance	Coverage: Policy to cover all physical loss or damage to motor vehicles (whether owned, hired, leased or acquired by the Supplier or any of the Supplier's Subcontractors) which are used in connection with the Supplier's Activities. Insured amount: Not less than market value.	██████	Through Life Support Period
Third Party Property Damage Motor Vehicle Insurance	Coverage: Policy to cover third party property damage related to any motor vehicles which are used in connection with the Supplier's Activities. Insured amount: ██████ for any one occurrence and unlimited in the aggregate.	██	Through Life Support Period
Compulsory Third Party Motor Vehicle Insurance	Coverage: Compulsory third party motor vehicle insurance, in respect of all registrable motor vehicles which are used in connection with the Supplier's Activities. Insured amount: In accordance with Legal Requirements	In accordance with Legal Requirements	Through Life Support Period
Plant and Equipment Insurance	Coverage: Covers physical loss or damage to any plant or equipment (whether owned, hired, leased or acquired by the Supplier or the Supplier's Subcontractors) which is used in connection with the carrying out of the Supplier's Activities. Insured amount: Not less than market value.	██████	Through Life Support Period

2. MFI Works Insurance Requirements

Insurance	Minimum Sum Insured	Maximum Deductible	Period Insurance to be effected and maintained
Professional Indemnity Insurance	<p>Coverage: A professional indemnity insurance policy, on a claims made basis, covering the liability of the Supplier in respect of any breach of a duty owed in a professional capacity by the Supplier, the Supplier's Subcontractors and anyone engaged by the Supplier or any of the Supplier's Subcontractors in a professional capacity with provision for at least one automatic reinstatement per period of insurance.</p> <p>Insured amount: [REDACTED] for any one claim and [REDACTED] in the annual aggregate.</p>	[REDACTED]	From the Commencement Date until seven years after the Date of MFI Practical Completion
Transit Insurance (including marine transit insurance)	<p>Coverage: A policy of insurance covering Maintenance Facility Equipment and any materials, equipment or components incorporated into the Maintenance Facility Equipment.</p> <p>Insured amount: Full replacement value of property in transit including insurance and freight.</p>	[REDACTED]	From the Commencement Date until the Date of MFI Practical Completion

3. Rolling Stock and Simulator Supply Works Insurance Requirements

Insurance	Minimum Sum Insured	Maximum Deductible	Period Insurance to be effected and maintained
Professional Indemnity Insurance	<p>Coverage: A professional indemnity insurance policy, on a claims made basis, covering the liability of the Supplier in respect of any breach of a duty owed in a professional capacity by the Supplier, the Supplier's Subcontractors and anyone engaged by the Supplier or any of the Supplier's Subcontractors in a professional capacity with provision for at least one automatic reinstatement per period of insurance.</p> <p><i>[Note: Policy must extend to training and provision of manuals and coverage for loss of electronic documents.]</i></p> <p>Insured amount: [REDACTED] for any one claim and [REDACTED] in the annual aggregate.</p>	[REDACTED]	From the Commencement Date until seven years after the last Date of Provisional Acceptance
Contract Works	<p>Coverage: A policy that covers loss, damage to or destruction, and such other risks as are reasonably required by TfNSW of:</p> <ul style="list-style-type: none"> (a) the Rolling Stock Supply Works (excluding Verification Activities); (b) Verification Activities; <i>[Note: The policy must be a primary policy of cover in relation to testing and commissioning of the Rolling Stock (so as to not void state insurance due to dual insurance).]</i> (c) the Simulator Supply Works; and (d) all manufacturing plant, materials, parts, spares, consumables, temporary and permanent works and equipment used by the Supplier and its Subcontractors in the Rolling Stock Supply Works and Simulator Supply Works. <p>Coverage for equipment to cover equipment at any location prior to risk passing to TfNSW.</p> <p>Insured amount: The full reinstatement and replacement value of all accumulated property associated with the Rolling Stock Supply Works and the Simulator Supply Works including an appropriate allowance for extra costs or reinstatement, removal of debris, loss mitigation expenses and professional fees/claim expenses but not less than the total contract value.</p>	[REDACTED]	From the Commencement Date until 24 months after last Date of Provisional Acceptance

Insurance	Minimum Sum Insured	Maximum Deductible	Period Insurance to be effected and maintained
Public and Products Liability Insurance	<p>Coverage: A broadform public and products liability insurance policy, written on an occurrence basis, which covers the liability of the Supplier and the Supplier's Subcontractors (including to TfNSW) in respect of:</p> <ul style="list-style-type: none"> (a) damage to, loss or destruction of, or loss of use of, real or personal property; (b) injury to, or death, illness or disease of, any persons (other than employees or where covered by other compulsory insurance); and (c) advertising injury or advertising liability risks including: <ul style="list-style-type: none"> (i) libel, slander or defamation; (ii) infringement of copyright or of title or slogan; (iii) piracy or unfair competition or idea misappropriation under an implied contract; and (iv) invasion of privacy, <p>committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast, arising out of, or in connection with, the Rolling Stock Supply Works and Simulator Supply Works or ownership, maintenance, repair and occupation of property.</p> <p>The policy must cover:</p> <ul style="list-style-type: none"> (a) the liability of the Supplier and its Associates and Subcontractors and the vicarious liability of TfNSW for the acts and omissions of other named insureds; and (b) any indemnity given by the Supplier under the NIF Project Agreements. <p>The definition of product must be wide enough to include any software or computer related products.</p> <p>Insured amount: [REDACTED] for any single occurrence and unlimited in the aggregate and in the annual aggregate in respect of products liability as to the number of occurrences for any one period of insurance.</p>	[REDACTED]	<p>Public Liability: From the Commencement Date until 24 months after last Date of Provisional Acceptance</p> <p>Product Liability: From the Commencement Date until seven years after last Date of Provisional Acceptance</p>
Transit Insurance (including marine transit insurance)	<p>Coverage: A policy of insurance covering Units, Simulators, Spares and Tools and any materials, equipment or components incorporated into the Units, Simulators, Spares and Tools.</p> <p>Insured amount: The full replacement value of property in transit including insurance and freight.</p>	[REDACTED]	

4. Maintenance Services Insurances

Insurance	Minimum Sum Insured	Maximum Deductible	Period Insurance to be effected and maintained
Industrial Special Risks Insurance	<p>Coverage: An industrial special risks insurance policy covering the Units, Simulators, Maintenance Facility Equipment, Spares, Consumables, Tools and Verification Activities (either which are the property of the Supplier or for which the Supplier is responsible):</p> <ul style="list-style-type: none"> (a) against destruction, loss or damage and other insurable risks as are reasonably required by TfNSW; and (b) including cover for business interruption arising from such destruction, loss or damage. <p>Insured amount:</p> <ul style="list-style-type: none"> (a) Full replacement or reinstatement value of the insured property plus an additional amount sufficient to cover, but not to be limited to, costs of demolition and removal of debris, fees for project managers and other consultants, and an amount to cover additional costs and expenses to expedite the commencement and completion of the repair, replacement or reinstatement of those assets; and (b) Business interruption insurance, which includes cover for loss of revenue and increased costs of working, following loss or damage to the insured property for not less than [REDACTED] 	[REDACTED]	Rolling Stock Maintenance Start Date until the end of the Contract Term
Public and Products Liability Insurance	<p>Coverage: A broadform public and products liability insurance policy, written on an occurrence basis, which covers the liability of the Supplier, the Supplier's Subcontractors and the Indemnified Parties in respect of:</p> <ul style="list-style-type: none"> (a) damage to, loss or destruction of, or loss of use of, real or personal property; (b) injury to, or death, illness or disease of, any persons (other than employees or where covered by other compulsory insurance); and (c) advertising injury or advertising liability risks including: <ul style="list-style-type: none"> (i) libel, slander or defamation; (ii) infringement of copyright or of title or slogan; (iii) piracy or unfair competition or idea misappropriation under an implied contract; and (iv) invasion of privacy, 	[REDACTED]	Rolling Stock Maintenance Start Date until the end of the Contract Term

Insurance	Minimum Sum Insured	Maximum Deductible	Period Insurance to be effected and maintained
	<p>committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast, arising out of, or in connection with, the Maintenance Services or ownership, maintenance, repair and occupation of property.</p> <p>The policy must cover:</p> <ul style="list-style-type: none"> (a) the liability of the Supplier and its Associates and Subcontractors and the vicarious liability of the Indemnified Parties for the acts and omissions of other named insureds; (b) any indemnity given by the Supplier under the NIF Project Agreements. <p><i>[Note: The definition of product must be wide enough to include any software or computer related products.]</i></p> <p>Insured amount [REDACTED] for any single occurrence and unlimited in the aggregate as to the number of occurrences and in the annual aggregate in respect of products liability for any one period of insurance.</p>		
Public and Products Liability Insurance	<p>Coverage: A broadform public and products liability insurance policy, written on an occurrence basis, which covers the liability of the Supplier, the Supplier's Subcontractors and the Indemnified Parties in respect of:</p> <ul style="list-style-type: none"> (a) damage to, loss or destruction of, or loss of use of, real or personal property; (b) injury to, or death, illness or disease of, any persons (other than employees or where covered by other compulsory insurance); and (c) advertising injury or advertising liability risks including: <ul style="list-style-type: none"> (i) libel, slander or defamation; (ii) infringement of copyright or of title or slogan; (iii) piracy or unfair competition or idea misappropriation under an implied contract; and (iv) invasion of privacy, <p>committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast, arising out of, or in connection with, the Maintenance Services or ownership, maintenance, repair and occupation of property.</p> <p>The policy must cover:</p> <ul style="list-style-type: none"> (a) the liability of the Supplier and its Associates and Subcontractors and the vicarious liability of the Indemnified Parties for the acts and omissions of other named insureds; 	[REDACTED]	End of the Contract Term until the end of the Through Life Support Period

Insurance	Minimum Sum Insured	Maximum Deductible	Period Insurance to be effected and maintained
	<p>(b) any indemnity given by the Supplier under the NIF Project Agreements.</p> <p><i>[Note: The definition of product must be wide enough to include any software or computer related products.]</i></p> <p>Insured amount: [REDACTED] for any single occurrence and unlimited in the aggregate as to the number of occurrences and in the annual aggregate in respect of products liability for any one period of insurance.</p>		
Transit Insurance (including marine transit insurance)	<p>Coverage: A policy of insurance covering any materials, equipment or components used in the performance of the Maintenance Services.</p> <p>Insured amount: The full replacement value of property in transit including insurance and freight.</p>	[REDACTED]	Rolling Stock Maintenance Start Date until 24 months after the end of the Through Life Support Period
Professional Indemnity Insurance	<p>Coverage: A professional indemnity insurance policy, on a claims made basis, covering the liability of the Supplier and the Supplier's Subcontractors in respect of any breach of a duty owed in a professional capacity by the Supplier, the Supplier's Subcontractors and anyone engaged by them in a professional capacity with provision for at least one automatic reinstatement per period of insurance.</p> <p><i>[Note: Policy must extend to training and provision of manuals and coverage for loss of electronic documents.]</i></p> <p>Insured amount: [REDACTED] for any one claim and [REDACTED] in the annual aggregate.</p>	[REDACTED]	Rolling Stock Maintenance Start Date until seven years after the end of the Contract Term
Professional Indemnity Insurance	<p>Coverage: A professional indemnity insurance policy, on a claims made basis, covering the liability of the Supplier and the Supplier's Subcontractors in respect of any breach of a duty owed in a professional capacity by the Supplier, the Supplier's Subcontractors and anyone engaged by them in a professional capacity with provision for at least one automatic reinstatement per period of insurance.</p> <p><i>[Note: Policy must extend to training and provision of manuals and coverage for loss of electronic documents.]</i></p> <p>Insured amount: [REDACTED] for any one claim and [REDACTED] in the annual aggregate.</p>	[REDACTED]	End of the Contract Term until seven years after the end of the Through Life Support Period

5. Additional MF Works Insurance Requirements

Insurance	Minimum Sum Insured	Maximum Deductible	Period Insurance to be effected and maintained
Professional Indemnity Insurance	<p>Coverage: A professional indemnity insurance policy, on a claims made basis, covering the liability of the Supplier in respect of any breach of a duty owed in a professional capacity by the Supplier, the Supplier's Subcontractors and anyone engaged by the Supplier or any of the Supplier's Subcontractors in a professional capacity with provision for at least one automatic reinstatement per period of insurance.</p> <p>Insured amount: [REDACTED] for any one claim and [REDACTED] in the annual aggregate.</p>	[REDACTED]	From the issue of the Notice to Proceed until seven years after the Date of Additional MF Works Practical Completion
Contract Works	<p>Coverage: A policy that covers loss, damage to or destruction, and such other risks as are reasonably required by TfNSW of:</p> <ul style="list-style-type: none"> (a) the Additional MF Works; (d) all manufacturing plant, materials, parts, spares, consumables, temporary and permanent works and equipment used by the Supplier and its Subcontractors in the Additional MF Works. <p>Coverage for equipment to cover equipment at any location prior to risk passing to TfNSW.</p> <p>Insured amount: The full reinstatement and replacement value of the Additional MF Works including appropriate allowance for extra costs or reinstatement, demolition, removal of debris, loss mitigation expenses and professional fees/claim expenses but not less than the total Additional MF Works Contract Value.</p>	[REDACTED]	From the issue of the Notice to Proceed until the Date of Final Completion of Additional MF Works
Public and Products Liability Insurance	<p>Coverage: A broadform public and products liability insurance policy, written on an occurrence basis, which covers the liability of the Supplier and the Supplier's Subcontractors (including to TfNSW) in respect of:</p> <ul style="list-style-type: none"> (a) damage to, loss or destruction of, or loss of use of, real or personal property; (b) injury to, or death, illness or disease of, any persons (other than employees or where covered by other compulsory insurance); and (c) advertising injury or advertising liability risks including: <ul style="list-style-type: none"> (i) libel, slander or defamation; (ii) infringement of copyright or of title or slogan; 	[REDACTED]	<p>Public Liability: From the issue of the Notice to Proceed] until the Date of Final Completion of Additional MF Works</p> <p>Product Liability: From the issue of the Notice to Proceed until the Date of</p>

Insurance	Minimum Sum Insured	Maximum Deductible	Period Insurance to be effected and maintained
	<p>(iii) piracy or unfair competition or idea misappropriation under an implied contract; and</p> <p>(iv) invasion of privacy,</p> <p>committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast, arising out of, or in connection with, the Additional MF Works or ownership, maintenance, repair and occupation of property.</p> <p>The policy must cover:</p> <p>(a) the liability of the Supplier and its Associates and Subcontractors and the vicarious liability of TfNSW for the acts and omissions of other named insureds; and</p> <p>(b) any indemnity given by the Supplier under the NIF Project Agreements.</p> <p>The definition of product must be wide enough to include any software or computer related products.</p> <p>Insured amount [REDACTED] for any single occurrence and unlimited in the aggregate and in the annual aggregate in respect of products liability as to the number of occurrences for any one period of insurance.</p>		Final Completion of Additional MF Works

Schedule E7 – Project Security

1. Provision of Project Security by Supplier

1.1 Purpose of Security

The Supplier must provide the Project Security to TfNSW as security for the performance by the Supplier of all its obligations under the NIF Project Agreements as set out in this Schedule and in clause 21.

1.2 Guarantee

On or before the Target Contractual Close Date, the Supplier must provide TfNSW with a validly executed guarantee and indemnity in the form set out in Schedule F2 (or such other substantially similar form as TfNSW may agree, in writing) given by each Guarantor (**Parent Guarantee**) as a Condition Precedent under clause 2.

1.3 Project Bonds

The Supplier must provide the Project Bonds to TfNSW, in the form set out in Schedule F4 and in accordance with the provisions of paragraph 2.

2. Project Bonds

2.1 Advance Payment Bonds

(a) The Supplier must provide TfNSW with:

- (i) the bonds described in Table 2.1(a)(i) below in respect of the Initial Fleet;
- (ii) the bonds described in Table 2.1(a)(ii) below in respect of the MFI Works;
- (iii) the bonds described in Table 2.1(a)(iii) below in respect of the Additional Fleet; and
- (iv) the bonds described in Table 2.1(a)(iv) below in respect of the Additional MF Works,

(**Advance Payment Bonds**), together with the relevant payment claim submitted by the Supplier for the Progress Payment to which the Advance Payment Bond relates, and in each case as a condition precedent to payment by TfNSW:

- (v) in respect of the Initial Fleet and the Additional Fleet, under paragraph 1 of Schedule E1 of the following Progress Payments referred to in Table 1.1 and Table 1.6 in Schedule E1;



- (vii) in respect of the Additional MF Works, under paragraph 1.7 of Schedule E1:

Table 2.1(a)(i) – Initial Fleet

Progress Payment: (Table 1.1 of Schedule E1)	Amount of bond: (percentage of Initial Fleet Contract Value)	Amount: (\$ Nominal)
Initial Fleet		
Mobilisation payment		

Progress Payment: (Table 1.1 of Schedule E1)	Amount of bond: (percentage of Initial Fleet Contract Value)	Amount: (\$ Nominal)
System Definition Review complete		
Detailed Design Review complete		
Body-shell fabrication complete		
Unit complete and loaded for transport		

Table 2.1(a)(ii) – MFI Works

Progress Payment (Paragraph 1.5 of Schedule E1)	Amount of bond:	Amount: (\$ Nominal)

Table 2.1(a)(iii) – Additional Fleet

Progress Payment: (Table 1.6 of Schedule E1)	Amount of bond: (percentage of Additional Fleet Contract Value)	Amount: (\$ Nominal)
Additional Fleet		
Mobilisation payment (Advance Payment Security)		
Body-shell fabrication complete		
Unit complete and loaded for transport		

Table 2.1(a)(iv) – Additional MF Works

Progress Payment (Paragraph 1.8 of Schedule E1)	Amount of bond: (percentage of Additional MF Works Contract Value)	Amount: (\$ Nominal)
Mobilisation payment (Advance Payment Security)		

- (b) Subject to TfNSW's rights under this deed, the Release Date for each Advance Payment Bond is:
- (i) for the Initial Fleet and the Additional Fleet:
- (A) for the bonds relating to the mobilisation payment, System Definition Review completion and Detailed Design Review completion, the Date of

Provisional Acceptance of the 30th Unit to achieve Provisional Acceptance; and

(B) for the other Advance Payment Bonds, on the Date of Provisional Acceptance of the Unit in respect of which the corresponding Progress Payment was made:

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(iii) for the Additional MF Works, when TfNSW's Representative determines (in its absolute discretion) that progress in respect of the Additional MF Works has surpassed the equivalent of [REDACTED] of the Additional MF Works Contract Value.

2.2 Defect Liability Bonds

(a) As a condition precedent to Final Acceptance of each Unit, the Supplier must provide TfNSW with a bond (**Defect Liability Bond**) with a value equal to [REDACTED] of the Unit Price of that Unit.

(b) Subject to TfNSW's rights under this deed, the Release Date for each Defect Liability Bond is two years after the Date of Final Acceptance of the relevant Unit.

2.3 Maintenance Bond

(a) On or before:

(i) the first day of the first Maintenance Liability Period, the Supplier must provide TfNSW with a bond in respect of that Maintenance Liability Period with a value equal to [REDACTED] of the Maintenance Bonding Sum applicable for that Maintenance Liability Period; and

(ii) the first day of the:

(A) sixth; and

(B) eleventh,

Maintenance Years, the Supplier must provide TfNSW with a bond in respect of that Maintenance Liability Period with a value equal to [REDACTED] of the Maintenance Bonding Sum applicable for that Maintenance Liability Period; and

(iii) if TfNSW elects to extend the Expiry Date pursuant to clause 3.2(b) and/or clause 3.2(c), the Supplier must provide TfNSW with a bond in respect of that Maintenance Year with a value equal to [REDACTED] of the Maintenance Bonding Sum applicable for that Maintenance Year,

(Maintenance Bond).

For the purposes of this paragraph 2.3:

(iv) the **Maintenance Bonding Sum** under:

(A) paragraphs 2.3(a)(i) and 2.3(a)(ii) will be calculated by dividing the sum of the Forecast Scheduled Maintenance Payments payable over the relevant Maintenance Liability Period by the number of years in the Maintenance Liability Period; and

(B) paragraph 2.3(a)(iii) will be the sum of the Forecast Scheduled Maintenance Payments payable over that Maintenance Year; and

(v) the **Forecast Scheduled Maintenance Payment** for each Service Payment Period in respect of:

(A) paragraph 2.3(a)(iv)(A) above, a Maintenance Liability Period; or

(B) paragraph 2.3(a)(iv)(B) above, a Maintenance Year,

will be calculated based upon the Nominal Maintenance Payment (excluding any Lumpy Maintenance Payment for the Initial Fleet), calculated in row 213 of the 'Bonding' worksheet of the Base Case Cost Model, adjusted to reflect actual indexation (rather than modelled forecast indexation), as determined in accordance with clause 1.15.

- (b) The Supplier must provide the first Maintenance Bond under paragraph 2.3(a)(i) as a condition precedent to Provisional Acceptance of the first Unit to achieve Provisional Acceptance.
- (c) Subject to paragraph 2.4 and TfNSW's rights under this deed, the Release Date for each Maintenance Bond provided under paragraphs 2.3(a)(i) and 2.3(a)(ii)(A), is 61 months from the first day of the Maintenance Year in respect of which it was issued.
- (d) Subject to paragraphs 2.3(e), 2.4 and 2.5, TfNSW's rights under this deed and the Supplier providing TfNSW with the Environmental Bond, the Release Date for the Maintenance Bond provided under paragraph 2.3(a)(ii)(B) is 61 months from the first day of the Maintenance Year in respect of which it was issued.
- (e) If TfNSW elects to extend the Expiry Date under clause 3.2(b) and/or 3.2(c):
 - (i) the Supplier is not required to provide the Environmental Bond under paragraph 2.3(d) for the Release Date for the Maintenance Bond provided under paragraph 2.3(a)(ii)(B) to occur; and
 - (ii) subject to paragraphs 2.4 and 2.5, TfNSW's rights under this deed and the Supplier providing TfNSW with the Environmental Bond, the Release Date for the Maintenance Bond provided under paragraph 2.3(a)(iii) is 13 months from the first day of the Maintenance Year in respect of which it was issued.

2.4 Asset Condition Bond

- (a) Within 15 Business Days of notification by the Condition Auditor of the Estimated Rectification Cost pursuant to clause 20.3(d), the Supplier must provide TfNSW with a bond (**Asset Condition Bond**) with a value equal to [REDACTED] of the Estimated Rectification Cost.
- (b) Subject to TfNSW's rights under this deed, the Release Date for the Asset Condition Bond is 60 Business Days after the End Date.

2.5 Environmental Bond

- (a) As a condition precedent to the release of the Maintenance Bond provided under:
 - (i) if the Contract Term is not extended under clauses 3.2(a) or 3.2(b), paragraph 2.3(a)(ii)(B); or
 - (ii) if the Contract Term is extended under either or both clauses 3.2(a) and 3.2(b), paragraph 2.3(a)(iii),
 the Supplier must provide TfNSW with a bond (**Environmental Bond**) with a value equal to [REDACTED].
- (b) Subject to TfNSW's rights under this deed, the Release Date for the Environmental Bond is the later to occur of:
 - (i) the date upon which the Supplier provides TfNSW with a validation report under paragraph 3.5(c) of Schedule C2 for the Maintenance Facility Site; and
 - (ii) the expiration of 12 months from the End Date.

2.6 Bond requirements

Each Project Bond must be:

- (a) an irrevocable and unconditional instrument in the form set out in Schedule F4 or such other form as TfNSW may approve;
- (b) issued in favour of TfNSW;
- (c) issued in Australian Dollars;
- (d) state an expiry date that is:
 - (i) in the case of the Maintenance Bond, three months after the end of the relevant Maintenance Liability Period; and
 - (ii) in the case of all other Project Bonds, no less than three years after the date on which the Project Bond is provided to TfNSW under this deed;
- (e) at all times provided by a bank acceptable to TfNSW that maintains the Required Bond Rating; and
- (f) payable at an office of the issuer in Sydney (or such other place as TfNSW may approve).

2.7 Replacement of expiring Project Bond

- (a) Except where TfNSW otherwise permits in writing, the Supplier must ensure that no Project Bond held by TfNSW expires.
- (b) The Supplier must replace each Project Bond (**Original Bond**) with a new Project Bond (**Renewing Bond**) by no later than 20 Business Days prior to the expiry date stated in the Original Bond.
- (c) The Renewing Bond must comply with all of the requirements for a Project Bond in paragraph 2.6 and will be held by TfNSW for the same purposes for which the Original Bond was held.
- (d) TfNSW agrees to surrender an Original Bond in exchange for a Renewing Bond complying with this paragraph 2.7 upon receiving reasonable notice of a request to do so (which notice need not exceed five Business Days).
- (e) If the Supplier fails to provide a Renewing Bond as required under this clause then, without limiting TfNSW's other rights including under clauses 21.6 and clause 31.1(p) of this deed, TfNSW may present the Original Bond for payment and may hold the proceeds as a cash security for the performance of the obligations for which the Original Bond was held.

2.8 Bond ratings trigger

If the issuer of a Project Bond ceases to have the Required Bond Rating, then the Supplier must:

- (a) notify TfNSW of that circumstance as soon as reasonably practicable and in any event within 20 Business Days of the Project Bond ceasing to have the Required Bond Rating; and
- (b) within 10 Business Days of being requested to do so, procure the issue to TfNSW of a replacement bond (**Replacement Bond**) which must have a face value equal to that of the Project Bond being replaced, comply with all of the requirements for a Project Bond in paragraph 2.6 and will be held by TfNSW for the same purposes for which the Original Bond was held,

and TfNSW must promptly surrender the original Project Bond to the Supplier following the issue of the Replacement Bond.

2.9 Additional MF Works Bonds

- (a) The Supplier must give TfNSW within 10 Business Days of the issue of the Notice to Proceed, two bonds each with a value equal to [REDACTED] of the Additional MF Works Contract Value (**Additional MF Works Bonds**).

- (b) Subject to TfNSW's rights under this deed, the Release Date for each Additional MF Works Bond is:
- (i) any Additional MF Works Bonds held by TfNSW in excess of [REDACTED] of the Additional MF Works Contract Value, within 20 Business Days after the Date of Additional MF Works Practical Completion; and
 - (ii) in respect of the balance of the Additional MF Works Bonds still held by TfNSW, within 20 Business Days after the expiry of the Additional MF Works Defects Liability Period.

Schedule E8 – Termination Payments

1. Termination for Supplier Termination Event

1.1 Indemnity

If this deed is terminated pursuant to clause 33.4 at any time the Supplier must indemnify the Indemnified Parties on demand from and against all Loss arising from the termination of this deed including:

- (a) the costs of procuring a replacement contract including any increase in the price of the replacement contract and all project management, legal and other professional costs and fees in relation to that replacement contract;
- (b) all other costs of the Indemnified Parties (including project management, legal and other professional costs and fees); and
- (c) costs of redundancy and other demobilisation and retraining costs necessary as a result of the Operator operating a smaller fleet of Trains (as relevant).

1.2 Termination before Provisional Acceptance of the Fleet

If this deed is terminated pursuant to clause 33.4 before Provisional Acceptance of every Unit in the Fleet, title in all the Supplier's work in progress and all Deliverables will immediately pass to TAHE or its nominee and, without prejudice to the rights of TfNSW and each Indemnified Party under clause 38 and paragraph 1.1, TfNSW:

- (a) will be entitled (in its absolute discretion) to procure a third party to complete all or any part of the Delivery Activities; and
- (b) must procure payment to the Supplier of the value of all work reasonably and properly undertaken by the Supplier up to the date of termination in accordance with this deed, less:
 - (i) all Progress Payments procured by TfNSW and made; and
 - (ii) if TAHE or TfNSW exercises its right under paragraph 1.2(a) and the amount paid to the third party to complete the Delivery Activities exceeds the amount of Progress Payments that were not paid to the Supplier, that difference,
 and if that amount is a negative amount, the corresponding positive amount will be Moneys Owed from the Supplier to TfNSW.

2. Termination for convenience by TfNSW or for TfNSW Termination Event

2.1 Sole remedy

If this deed is terminated for convenience under clause 33.7 or for a TfNSW Termination Event under clause 33.6, as its sole remedy in relation to that termination, the Supplier is entitled to payment of compensation calculated in accordance with paragraph 2.2.

2.2 Compensation payable

The compensation payable or to be procured by TfNSW to the Supplier under this paragraph is limited to the sum of the following amounts:

- (a) the value of all work reasonably and properly undertaken by the Supplier up to the date of termination in accordance with this deed less the amount of all Progress Payments paid or procured to be paid by TfNSW;
 - (b) the cost of redundancy payments for Personnel that have been incurred by the Supplier, or will be reasonably incurred by the Supplier as a direct result of the termination;
 - (c) the reasonable cost of closing or demobilising any location to the extent that it was used by the Supplier solely for the purpose of:
 - (i) manufacturing, installing or assembling any Deliverable or works; or
 - (ii) storing materials, Spares or other Deliverables,
 for the purposes of this deed, subject to a maximum of [REDACTED] before Acceptance of the first 10 Units, a maximum of [REDACTED] after Acceptance of the first 10 Units but before Acceptance of the last 10 Units, and a maximum of [REDACTED], after 10 Units or less have yet to achieve Acceptance;
 - (d) in respect of Service Payments, the value of all Service Payments due and payable to the Supplier for Maintenance Services provided up to the date of termination, but not yet paid;
 - (e) the lesser of
 - (i) [REDACTED] per Maintenance Year of the projected Service Payments from the later of the Rolling Stock Maintenance Start Date and the date of termination, to the Expiry Date; and
 - (ii) [REDACTED] of the next three years of projected Service Payments; and
 - (f) to the extent not taken into account in any item above, the amount reasonably and properly payable by the Supplier to its Subcontractors as a direct result of the termination of this deed,
- but only to the extent those amounts:
- (g) are incurred under arrangements and/or agreements entered into on arm's length commercial terms prior to the date of termination;
 - (h) the Supplier and its Associates have used their best endeavours to mitigate those amounts; and
 - (i) are adjusted to avoid any double counting,
- less:
- (j) amounts in respect of which the Supplier:
 - (i) is indemnified by a policy of Insurance; or
 - (ii) would have been indemnified if the Supplier had:
 - (A) diligently pursued a claim under the policy of Insurance;
 - (B) complied with the terms and conditions of that policy of Insurance; or
 - (C) complied with its Insurance obligations under this deed; and
 - (k) any gains which have or will accrue to the Supplier as a result of the termination of this deed and any other NIF Project Agreements.

If the resulting amount under this paragraph 2.2 is a negative amount, the corresponding positive amount will be Moneys Owning from the Supplier to TfNSW. For these purposes the Supplier will be deemed to have earned back all outstanding earn back entitlements under clause 17.12(b)) and paid any remaining Delay LDs payable.

3. Termination for Force Majeure Event

3.1 Sole remedy

If this deed is terminated pursuant to clauses 30.3 and 33.8, as its sole remedy in relation to that termination, the Supplier is entitled to payment of compensation calculated in accordance with paragraph 3.2.

3.2 Compensation payable

The compensation payable or to be procured by TfNSW to the Supplier under this paragraph is limited to the amount calculated under paragraph 2.2 (but excluding the amount described in paragraph 2.2(e)).

4. General

4.1 Time for Payment

An amount payable or to be procured under this Schedule E8 by TfNSW to the Supplier is due and payable as a lump sum on or before the later of:

- (a) 60 Business Days from the date of termination; and
- (b) 30 Business Days from the date on which that amount is determined and agreed (in writing) between the parties.

4.2 Partial Termination

If a Partial Termination Event occurs and TfNSW effects a Partial Termination pursuant to clause 34.1 then all references in this Schedule to:

- (a) "termination" are references to the "Partial Termination";
- (b) "Progress Payments due" refers to Progress Payments due in relation to Deliverables comprised in the Separable Portion which is the subject of the Partial Termination; and
- (c) "the value of all work reasonably and properly undertaken" refers to work comprised in the Separable Portion which is the subject of the Partial Termination.

Schedule E9 – Base Case Cost Model

1. Cost Model

1.1 Provision of the Base Case Cost Model

The Supplier must provide to TfNSW on the date of this deed the Supplier's audited cost model for the Delivery Phase payments and Maintenance Phase payments in the form and substance approved by TfNSW (**Base Case Cost Model**), which model, as at the date of this deed, is attached to this Schedule E9 and identified as:

Name:

Size:

Date:

MD5 hash:

1.2 Status of the Base Case Cost Model

TfNSW must not be adversely affected by any ambiguities, discrepancies, inconsistencies, conflicts, errors or omissions in the Base Case Cost Model, or by the fact that it may not reflect the actual financial performance or the projected performance or budgets of the Delivery Activities, the Maintenance Services or the Supplier and is purely a model to be used for the purposes of:

- (a) calculation of the:
 - (i) Progress Payments for Delivery Activities;
 - (ii) Forecast Maintenance Payment pursuant to clause 39.5(b)(ii);
 - (iii) Service Payment Adjustment Annual Cap pursuant to clause 39.6; and
 - (iv) Forecast Scheduled Maintenance Payment pursuant to paragraph 2.3(a)(v) of Schedule E7;
- (b) the calculation of Termination Payments under paragraph 2.2(e) of Schedule E8; and
- (c) the determination of any Dispute in accordance with Dispute Resolution Procedures.

2. Varying the Base Case Cost Model

2.1 Model Variation Events

The Base Case Cost Model must be varied on the occurrence of any of the following events (each a **Model Variation Event**):

- (a) a Variation which results in a permanent adjustment, or any other permanent adjustment, to the Maintenance Payment expressly provided for in this deed; and
- (b) any other event which the Supplier and TfNSW agree to be a Model Variation Event.

2.2 Principles for variations to the Base Case Cost Model

When a Model Variation Event occurs, the Base Case Cost Model will be varied by taking into account only the amounts determined in accordance with this deed including the Variation Principles, as agreed between TfNSW and the Supplier, or as determined in accordance with the Dispute Resolution Procedures.

2.3 Procedures for varying the Base Case Cost Model

- (a) As soon as reasonably practicable following any Model Variation Event, the Supplier must submit for Review:
 - (i) one electronic copy of the revised Base Case Cost Model;
 - (ii) an instruction manual outlining how to use the revised Base Case Cost Model, which is acceptable to TfNSW;
 - (iii) all supporting formulae and data; and
 - (iv) a certificate from a model auditor acceptable to TfNSW confirming that an independent audit of the revised Base Case Cost Model has been completed and that:
 - (A) calculations in the revised Base Case Cost Model have been checked and are in all material respects internally consistent and mathematically correct;
 - (B) the revised Base Case Cost Model allows changes in assumptions to correctly flow through to the results;
 - (C) any macros in the revised Base Case Cost Model that govern the calculation of the revised Base Case Cost Model are correct; and
 - (D) the input data used in the revised Base Case Cost Model is consistent with all relevant supporting project documentation, formulae or constants.
- (b) If the revised Base Case Cost Model is Confirmed, then the revised Base Case Cost Model will be the Base Case Cost Model for the purposes of this deed.

Schedules F – Project Documents and Pro Forms

Schedule F1 – Form of Licence

Part 1 – Commissioning Facility Licence

The parties acknowledge and agree that the version of the Commissioning Facility Licence contained in the Project Deed is incorporated into this deed.

Part 2 – Maintenance Facility Licence

The parties acknowledge and agree that the version of the Maintenance Facility Licence contained in the Project Deed is incorporated into this deed.

Schedule F2 – Form of Parent Guarantee

The parties acknowledge and agree that the version of the Parent Guarantee contained in the Project Deed is incorporated into this deed.

Schedule F3 – Form of Collateral Warranty Deed Poll

The parties acknowledge and agree that the version of Collateral Warranty Deed Poll contained in the Project Deed is incorporated into this deed.

Schedule F4 – Form of Project Bond

Details

To: Transport for NSW, ABN 18 804 239 602 (**TfNSW**)
 For: *[Insert name and ABN of the party procuring the bond]* (the **Supplier**)
 From: *[Insert name and ABN of the issuer of the bond]* (the **Issuer**)
 Date: *[Insert]*

1. Recitals

- (a) TfNSW and the Supplier are parties to a project deed dated 18 August 2016 (**Project Deed**).
- (b) Under the terms of the Project Deed, the Supplier is required to provide this bond to TfNSW.

2. Maximum Aggregate Sum

At the request of the Supplier and in respect of the Supplier's obligations under the Project Deed, the Issuer unconditionally and irrevocably undertakes to pay to TfNSW, on demand by TfNSW, any sum or sums which may from time to time be demanded by TfNSW to a maximum aggregate sum of A\$*[Insert]* (**Maximum Aggregate Sum**).

3. Payment of the Maximum Aggregate Sum

Payment or payments under this bond must be made by the Issuer to TfNSW:

- (a) without reference to the Supplier, any other person (other than the Issuer), the Project Deed or any other agreement between TfNSW and the Supplier;
- (b) without enquiring into either or both of the Supplier's or TfNSW's performance or non-performance of the Project Deed or any other agreement between TfNSW and the Supplier;
- (c) despite any notice by the Supplier or any other person to the Issuer not to pay the whole or any part of the Maximum Aggregate Sum;
- (d) despite anything which, but for this provision, may operate to release, prejudicially affect, discharge, or in any way relieve the Issuer from any obligation including, without limitation:
 - (i) any variation or alteration to any contract between the Supplier and TfNSW (including the Project Deed and any other agreement between TfNSW and the Supplier); or
 - (ii) the grant to any person of any remedy, waiver or other indulgence, or the discharge or release of any person; and
- (e) to an Australian dollar account in New South Wales nominated by TfNSW, or as TfNSW otherwise directs in a notice of demand given under clause 2.

4. Additional Requirements

This bond must be payable at an office of the Issuer in New South Wales (or such other place as TfNSW may approve in writing) which is open during normal business hours.

5. Expiry

The Issuer's liability under this bond will be a continuing liability and will continue until the earlier of:

- (a) *[Insert date]*;
- (b) the date TfNSW notifies the Issuer in writing that this bond is no longer required; or
- (c) the date the Issuer has paid the Maximum Aggregate Sum to TfNSW.

6. Issuer's liability

- (a) The Issuer will have no liability in respect of any claim under this bond after the date upon which this bond expires under the above clause.
- (b) However, the Issuer may at any time without being required to do so, pay to TfNSW the Maximum Aggregate Sum less any amount or amounts it may previously have paid under this bond, or such lesser sum as may be required and specified by TfNSW, and thereupon the liability of the Issuer under this bond shall immediately cease.

7. General

This bond is governed by the laws in force in New South Wales.

8. Execution

Executed and delivered as a deed.

[Insert execution clauses. Each attorney executing this deed states that he/she has no notice of revocation or suspension of his/her power of attorney.]

Schedule F5 – Form of Escrow Agreement

The parties acknowledge and agree that the version of the Escrow Agreement contained in the Project Deed is incorporated into this deed.

Schedule F6 – Form of Expert Appointment

The parties acknowledge and agree that the version of the Expert Appointment contained in the Project Deed is incorporated into this deed.

Schedule F7 – Pro Forma Notices and Certificates

1. Form of Provisional Acceptance Certificate

Provisional Acceptance Certificate

[Insert date]

To: [Insert] (ABN [Insert]) (**Supplier**)

From: Transport for NSW (ABN 18 804 239 602) (**TfNSW**) and
[Insert] (**TfNSW's Representative**)

This certificate is given in accordance with the Project Deed for the New Intercity Fleet between TfNSW, TAHE and the Supplier dated 18 August 2016 (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 16.1(a) of the Project Deed, TfNSW's Representative certifies that [Insert description of Unit(s)/Simulator(s)] [meet/meets] the Provisional Acceptance Criteria.

TfNSW's Representative hereby gives notice of the Minor Defects affecting the abovementioned [Unit(s) and/or Simulator(s)], as identified in the attached list.

For the purposes of the Project Deed, the date of this certificate is the Date of Provisional Acceptance in respect of the above [Unit(s) / Simulator(s)].

Signed for and on behalf of TfNSW by:

Signature:

Name:

Position:

Date:

TfNSW's Representative



Attachment - List of Minor Defects

No.	Minor Defect
1.	[Insert]

2. Form of Final Acceptance Certificate

Final Acceptance Certificate

[Insert date]

To: [Insert] (ABN [Insert]) (**Supplier**)

From: Transport for NSW (ABN 18 804 239 602) (**TfNSW**) and
[Insert] (**TfNSW's Representative**)

This certificate is given in accordance with the Project Deed for the New Intercity Fleet between TfNSW, TAHE and the Supplier dated 18 August 2016 (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 16.3(c)(i) of the Project Deed, TfNSW's Representative certifies that [Insert description of Unit(s)/Simulator(s)] [meet/meets] the Final Acceptance Criteria.

For the purposes of the Project Deed, the date of this certificate is the Date of Final Acceptance in respect of the above [Unit(s) / Simulator(s)].

Signed for and on behalf of TfNSW by:

Signature:

Name:

Position:

TfNSW's Representative

Date:

3. Form of Fleet Acceptance Certificate

Fleet Acceptance Certificate

[Insert date]

To: [Insert] (ABN [Insert]) (**Supplier**)

From: Transport for NSW (ABN 18 804 239 602) (**TfNSW**) and
[Insert] (**TfNSW's Representative**)

This certificate is given in accordance with the Project Deed for the New Intercity Fleet between TfNSW, TAHE and the Supplier dated 18 August 2016 (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 16.3(d)(i) of the Project Deed, TfNSW's Representative certifies that the Fleet meets the Fleet Acceptance Criteria.

For the purposes of the Project Deed, the date of this certificate is the Date of Fleet Acceptance in respect of the Fleet.

Signed for and on behalf of TfNSW by:

Signature:

Name:

Position:

TfNSW's Representative

Date:

4. Form of Rejection Certificate

Rejection Certificate

[Insert date]

To: [Insert] (ABN [Insert]) (Supplier)

From: Transport for NSW (ABN 18 804 239 602) (TfNSW) and
[Insert] (TfNSW's Representative)

This certificate is given in accordance with the Project Deed for the New Intercity Fleet between TfNSW, TAHE and the Supplier dated 18 August 2016 (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 16.1(b) / 16.3(c)(ii) / 16.3(d)(ii) / 16.3(e)(ii) and paragraph 2.3 of Schedule D6 of the Project Deed, TfNSW's Representative gives notice that [Insert description of Unit(s) / Simulator(s) / Spares] / [the Fleet] **does not** meet the [Provisional Acceptance Criteria / Interim Final Acceptance Criteria / Final Acceptance Criteria / Fleet Acceptance Criteria / requirements of paragraph 2.3 of Schedule D6].

This certificate is a Remedial Direction for the purposes of the Project Deed.

TfNSW's Representative hereby gives notice of the [items which must be rectified / required rectification work which must be completed] before the above [Unit(s)/Simulator(s)/Fleet/Spares] may be re-submitted for [Provisional Acceptance/ Interim Final Acceptance /Final Acceptance/Fleet Acceptance/acceptance], as identified in the attached list.

Signed for and on behalf of TfNSW by:

Signature:

Name:

Position:

TfNSW's Representative

Date:

[Note: For clause 16.1(g) / 16.3(c)(ii) / 16.3(d)(ii) / 16.3(e)(ii) use the following:]

Attachment - List of Items Which Must Be Rectified

No.	Description of Items Which Must Be Rectified
1.	[Insert]

[Note: For paragraph 2.3 of Schedule D6 use the following:]

Attachment - List of Required Rectification Work

No.	Description of Required Rectification Work
1.	[Insert]

5. Form of MFI Practical Completion Certificate

Practical Completion Certificate

[Insert date]

To: [Insert] (ABN [Insert]) (**Supplier**)

From: Transport for NSW (ABN 18 804 239 602) (**TfNSW**) and
[Insert] (**TfNSW's Representative**)

This certificate is given in accordance with the Project Deed for the New Intercity Fleet between TfNSW, TAHE and the Supplier dated 18 August 2016 (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of paragraph 2.3(a)(i) of Schedule C1 of the Project Deed, TfNSW's Representative certifies that MFI Practical Completion has been achieved as set out in the Project Deed.

TfNSW's Representative hereby gives notice of the Minor Defects affecting the MFI Works, as identified in the attached list.

For the purposes of the Project Deed, the date of this certificate is the Date of MFI Practical Completion.

Signed for and on behalf of TfNSW by:

Signature:

Name:

Position:

Date:

TfNSW's Representative



Attachment - List of Minor Defects

No.	Minor Defect
1.	[Insert]

6. Form of MFI Rejection Notice

MFI Rejection Notice

[Insert date]

To: [Insert] (ABN [Insert]) (**Supplier**)

From: Transport for NSW (ABN 18 804 239 602) (**TfNSW**) and
[Insert] (**TfNSW's Representative**)

This notice is given in accordance with the Project Deed for the New Intercity Fleet between TfNSW, TAHE and the Supplier dated 18 August 2016 (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of paragraph 2.3(a)(ii) of Schedule C1 of the Project Deed, TfNSW's Representative gives notice that MFI Practical Completion has not been achieved in respect of the MFI Works.

TfNSW's Representative hereby gives its reasons why a MFI Practical Completion Certificate has not been issued for the MFI Works in the attached list.

Signed for and on behalf of TfNSW by:

Signature:

Name:

Position:

Date:

TfNSW's Representative

Attachment - List of Reasons

No.	Reason
1.	[Insert]

7. Form of Option Notice

Option Notice *[Insert date]*

To: *[Insert]* (ABN *[Insert]*) (**Supplier**)

From: [Transport for NSW (ABN 18 804 239 602) (**TfNSW**) and

[Insert] (**TfNSW's Representative**)] /

[Transport Asset Holding Entity, formerly known as Rail Corporation New South Wales (ABN 59 325 778 353) (**TAHE**)]

This notice is an Option Notice given in accordance with the Project Deed for the New Intercity Fleet between TfNSW, TAHE and the Supplier dated 18 August 2016 (as amended) (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 26.2 of the Project Deed, *[TfNSW / TAHE]* gives notice to the Supplier that TAHE (or TfNSW on behalf of TAHE) hereby exercises the option granted by the Supplier under clause 26.1 to purchase Additional Option Units as detailed in Annexure A and:

[TAHE (or TfNSW on behalf of TAHE) proposes an Internal Reconfiguration for the Additional Option Units as further detailed in Annexure B to this Option Notice];

[Insert any other relevant matters],

on the terms and conditions set out in the Project Deed.

Signed for and on behalf of *[TfNSW / TAHE]* by:

Signature:

Name:

Position:

Date:

TfNSW's Representative



Project Deed
New Intercity Fleet

Contract No. TPD-14-3841

Schedule F7 – Pro Forma Notices and Certificates

Annexure A –Additional Option Units

[Insert TfNSW requirements for Units / Cars the subject of this Option Notice]



[Redacted content]



8. Form of Additional MF Works Practical Completion Certificate

Practical Completion Certificate

[Insert date]

To: [Insert] (ABN [Insert]) (Supplier)

From: Transport for NSW (ABN 18 804 239 602) (TfNSW) and
[Insert] (TfNSW's Representative)

This certificate is given in accordance with the Project Deed for the New Intercity Fleet between TfNSW, TAHE and the Supplier dated 18 August 2016 (Project Deed). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of paragraph 2.3(a)(i) of Schedule J1 of the Project Deed, TfNSW's Representative certifies that Additional MF Works Practical Completion has been achieved as set out in the Project Deed.

TfNSW's Representative hereby gives notice of the Minor Defects affecting the Additional MF Works, as identified in the attached list.

For the purposes of the Project Deed, the date of this certificate is the Date of Additional MF Works Practical Completion.

Signed for and on behalf of TfNSW by:	
Signature:	_____
Name:	_____
Position:	TfNSW's Representative _____
Date:	_____

Attachment - List of Minor Defects

No.	Minor Defect
1.	[Insert]

9. Form of Additional MF Works Rejection Notice

Additional MF Works Rejection Notice

[Insert date]

To: [Insert] (ABN [Insert]) (**Supplier**)

From: Transport for NSW (ABN 18 804 239 602) (**TfNSW**) and
[Insert] (**TfNSW's Representative**)

This notice is given in accordance with the Project Deed for the New Intercity Fleet between TfNSW, TAHE and the Supplier dated 18 August 2016 (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of paragraph 2.3(a)(ii) of Schedule J1 of the Project Deed, TfNSW's Representative gives notice that Additional MF Works Practical Completion has not been achieved in respect of the Additional MF Works.

TfNSW's Representative hereby gives its reasons why an Additional MF Works Practical Completion Certificate has not been issued for the Additional MF Works in the attached list.

Signed for and on behalf of TfNSW by:

Signature:

Name:

Position:

Date:

TfNSW's Representative

Attachment - List of Reasons

No.	Reason
1.	[Insert]

10. Form of Certificate of Serviceability

Certificate of Serviceability

[Insert date and time]

To: Transport for NSW (ABN 18 804 239 602) (**TfNSW**) and
[Insert] (**TfNSW's Representative**)

From: [Insert] (ABN [Insert]) (**Supplier**)

This certificate is given in accordance with the Project Deed for the New Intercity Fleet between TfNSW, TAHE and the Supplier dated 18 August 2016 (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of Clause 19.1(a) of the Project Deed, the Supplier certifies that [Insert description of Unit/s including Train and Car number(s)] [meets/meet] the Minimum Operating Standards and [is/are] Serviceable.

[The date for re-certification of the Unit/Units is [Insert date and time]].

The Supplier hereby gives notice to TfNSW, TfNSW's Representative, the Operator and any relevant Train Drivers of the [Unit/Units] that the condition of the [Unit/Units], including all service defects, are fully particularised in the attached list.

Signed for and on behalf of the Supplier by:

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

Attachment – Condition Report

No.	Particulars on condition (including service defects)
1.	[Insert]

11. Form of Supporting Statement

[Note: The most recently published form as at the execution of this deed has been included in this deed. To the extent that a new version of the Statement is released, the most recently published form of this Statement is to be used.]



New South Wales

SUPPORTING STATEMENT BY HEAD CONTRACTOR REGARDING PAYMENT TO SUBCONTRACTORS

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this statement, the terms “principal”, “head contractor”, “subcontractor”, and “construction contract” have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act 1999*.

Head Contractor: ABN:
[business name of head contractor]

1. Has entered into a contract with ABN:
[business name of subcontractor]

OR Contract number/identifier:

2. Has entered into a contract with the subcontractors listed in the attachment to this statement.

[Delete whichever of the above does not apply]

This statement applies for work between: and Inclusive
[start date] [end date] (the construction work concerned),
subject of the payment claim dated:
[date]

I, [full name], being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors, have been paid (not including any amount identified in the attachment as an amount in dispute).

Signature: Date:
Full name: Position/Title:

Penalties

The *Building and Construction Security of Payment Act 1999* provides that:

Section 13(7) A head contractor must not serve a payment claim on the principal unless the claim is accompanied by a supporting statement that indicates that it relates to that payment claim.

Maximum penalty: \$22,000 (200 penalty units).

And:

Section 13(8) A head contractor must not serve a payment claim on the principal accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances.

Maximum penalty: \$22,000 (200 penalty units) or 3 months imprisonment, or both.

Attachment

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

Schedule of subcontractors for which an amount is in dispute and has not been paid				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

12. Form of Statutory Declaration of Supplier regarding Payment of Workers and Subcontractors

(Clause 24.1(a))

Statutory Declaration

Oaths Act (NSW) Ninth Schedule

I, [Insert full name of Declarant] of [Insert address] do solemnly and sincerely declare that:

1. I am the representative of [Insert] ABN [Insert ABN] ('the **Contractor**') in the Office Bearer capacity of [Insert position title of Declarant].
2. The Contractor has a contract with Transport for NSW (ABN 18 804 239 602) and Rail Corporation of New South Wales (ABN 59 325 778 353): Project Deed – New Intercity Fleet ('the **Contract**').
3. I personally know the facts which I have set out in this declaration.
4. All employees who have at any time been engaged by the Contractor for work done under the Contract:
 - (a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and
 - (b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,

with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:

Employee:

Amount unpaid or not accrued:

[Insert names and addresses of the unpaid employees, the amounts unpaid, and whether in respect of wages, allowances, holiday pay, long service leave payments and superannuation entitlement, etc.]

.....

.....

5. Attached to and forming part of this declaration, as Annexure A, is a supporting statement for the purposes of section 13(7) of the *Building and Construction Industry Security of Payment Act 1999* (NSW).
6. In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.
7. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.
8. The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in

equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

- (a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors;
- (b) that all their employees and subcontractors, as at the date of the making of such a declaration:
 - (i) have been paid all remuneration and benefits due and payable to them by; or
 - (ii) had accrued to their account all benefits to which they are entitled from; the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any work under the Contract; and
- (c) of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued, except for the following subcontractors to the Contractor who have failed to provide such a declaration:

[Insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this claim.]

Subcontractor	Due amount paid

9. Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:

[Insert names and addresses of the subcontractors, the names and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them.]

Employee, subcontractor or supplier	Amount unpaid or not accrued

10. In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.
11. Attached to and forming part of this declaration, as Annexure B, is a 'Subcontractor's Statement' given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the *Workers Compensation Act 1987* (NSW), *Payroll Tax Act 2007* (NSW) and *Industrial Relations Act 1996* (NSW) which is a written statement:
- (a) under section 175B of the *Workers Compensation Act 1987* in the form and providing the detail required by that legislation;
 - (b) under section 18(6) of schedule 2 of part 5 of the *Payroll Tax Act 2007* in the form and providing the detail required by that legislation; and

- (c) under section 127 of the *Industrial Relations Act 1996* in the form and providing the detail required by that legislation.
12. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.
13. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:
- (a) given to the Contractor in its capacity as 'principal contractor' as defined in the *Workers Compensation Act 1987* (NSW), the *Payroll Tax Act 2007* (NSW) and the *Industrial Relations Act 1996* (NSW) ('Acts'); and
- (b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.
14. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*.

Declared at this day of 20..... before me

Signature of declarant

←

Name of witness

Address of witness

Capacity of witness

☒ Justice of the peace ☒ Notary public ☒ Legal practitioner

And as a witness, I certify the following matters concerning the person who made this declaration (**declarant**):

[**strike out the text that does not apply*]

1. *I saw the face of the person.

OR

*I did not see the face of the person because the declarant was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.

2. *I have known the person for at least 12 months.

OR

*I confirm the declarant's identity using the following identification document:

Identification document relied on (may be original or certified copy).

Declared at this day of 20..... before me

Signature of declarant

←

Name of witness

Address of witness

Capacity of witness

☒ Justice of the peace ☐ Notary public ☐ Legal practitioner

* *The declaration must be made before one of the following persons:*

where the declaration is sworn within the State of New South Wales:

- (i) *a justice of the peace of the State of New South Wales;*
- (ii) *a solicitor of the Supreme Court of New South Wales with a current practising certificate; or*
- (iii) *a notary public.*

where the declaration is sworn in a place outside the State of New South Wales:

- (i) *a notary public; or*
- (ii) *any person having authority to administer an oath in that place.*

Annexure A

Supporting statement by head contractor regarding payment to subcontractors

[Note: The most recently published form as at the execution of this deed has been included in this deed. To the extent that a new version of the Statement is released, the most recently published form of this Statement is to be used.]



New South Wales

SUPPORTING STATEMENT BY HEAD CONTRACTOR REGARDING PAYMENT TO SUBCONTRACTORS

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this statement, the terms "principal", "head contractor", "subcontractor", and "construction contract" have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act 1999*.

Head Contractor: ABN:
[business name of head contractor]

1. Has entered into a contract with ABN:
[business name of subcontractor]

OR Contract number/identifier:

2. Has entered into a contract with the subcontractors listed in the attachment to this statement.

[Delete whichever of the above does not apply]

This statement applies for work between: and Inclusive
[start date] [end date] (the construction work concerned),
subject of the payment claim dated:
[date]

I, [full name], being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors, have been paid (not including any amount identified in the attachment as an amount in dispute).

Signature: Date:
Full name: Position/Title:

Penalties

The *Building and Construction Security of Payment Act 1999* provides that:

Section 13(7) A head contractor must not serve a payment claim on the principal unless the claim is accompanied by a supporting statement that indicates that it relates to that payment claim.

Maximum penalty: \$22,000 (200 penalty units).

And:

Section 13(8) A head contractor must not serve a payment claim on the principal accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances.

Maximum penalty: \$22,000 (200 penalty units) or 3 months imprisonment, or both.

Attachment

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

Schedule of subcontractors for which an amount is in dispute and has not been paid				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

Annexure B

[Note: The most recently published form as at the execution of this deed has been included in this deed. To the extent that a new version of the Statement is released, the most recently published form of this Statement is to be used.]



SUBCONTRACTOR'S STATEMENT REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND REMUNERATION (Note 1 – see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

has entered into a contract with ABN:
(Business name of principal contractor) (Note 2)

Contract number/identifier (Note 3)

This Statement applies for work between:/...../..... and/...../..... inclusive, (Note 4)

subject of the payment claim dated:/...../..... (Note 5)

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

(a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box. (Note 6)

(b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../..... (Note 7)

(c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)

(d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. (Note 9)

(e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. (Note 10)

(f) Signature Full name.....

(g) Position/Title Date/...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the *Workers Compensation Act 1987*.

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relations Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.
A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.
2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.
Section 127(6) of the Industrial Relations Act 1996 defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'
Section 127(11) of the Industrial Relations Act 1996 states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'
5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

13. Form of Statutory Declaration of Significant Contractor regarding Payment of Workers and Subcontractors in New South Wales

(Clause 24.1(b))

Statutory Declaration

Oaths Act (NSW) Ninth Schedule

I, *[Insert full name of Declarant]* of *[Insert address]* do solemnly and sincerely declare that:

1. I am the representative of *[Insert]* ABN *[Insert ABN]* ('the **Contractor**') in the Office Bearer capacity of *[Insert position title of Declarant]*.
2. The Contractor has a contract with *[Insert]*: Subcontract Deed – New Intercity Fleet ('the **Contract**').
3. I personally know the facts which I have set out in this declaration.
4. All employees who have at any time been engaged by the Contractor for work done under the Contract:
 - (a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and
 - (b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,

with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:

Employee:

Amount unpaid or not accrued:

[Insert names and addresses of the unpaid employees, the amounts unpaid, and whether in respect of wages, allowances, holiday pay, long service leave payments and superannuation entitlement, etc.]

.....

.....

5. Not used

6. In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration.
7. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.
8. The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

- (a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors;
- (b) that all their employees and subcontractors, as at the date of the making of such a declaration:
- (i) have been paid all remuneration and benefits due and payable to them by; or
 - (ii) had accrued to their account all benefits to which they are entitled from;
- the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any work under the Contract; and
- (c) of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued, except for the following subcontractors to the Contractor who have failed to provide such a declaration:

[Insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this claim.]

Subcontractor	Due amount paid

9. Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:

[Insert names and addresses of the subcontractors, the names and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them.]

Employee, subcontractor or supplier	Amount unpaid or not accrued

10. In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.

11. *Where either:*

- (a) *part of the services performed and/or materials provided by a subcontractor or supplier to the Contractor in respect of the Contract were performed or provided (as the case may be) in New South Wales; or*
- (b) *the Contractor is required to be registered as an employer under the Payroll Tax Act 2007 (NSW),*

then attached to and forming part of this declaration, as Annexure B, is a 'Subcontractor's Statement' given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the

Workers Compensation Act 1987 (NSW), Payroll Tax Act 2007 (NSW) and Industrial Relations Act 1996 (NSW) which is a written statement:

- (a) *under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;*
- (b) *under section 18(6) of schedule 2 of part 5 of the Payroll Tax Act 2007 in the form and providing the detail required by that legislation; and*
- (c) *under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.]*

12. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.

13. *Where either:*

- (a) *part of the services performed and/or materials provided by a subcontractor or supplier to the Contractor in respect of the Contract were performed or provided (as the case may be) in New South Wales; or*
- (b) *the Contractor is required to be registered as an employer under the Payroll Tax Act 2007 (NSW),*

then all statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:

- (a) *given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987 (NSW), the Payroll Tax Act 2007 (NSW) and the Industrial Relations Act 1996 (NSW) ('Acts'); and*
- (b) *given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.]*

14. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*.

Declared at this day of 20..... before me

Signature of declarant

←

Name of witness

Address of witness

Capacity of witness

☐ Justice of the peace ☐ Notary public ☐ Legal practitioner

And as a witness, I certify the following matters concerning the person who made this declaration (**declarant**):

*[*strike out the text that does not apply]*

1. *I saw the face of the person.

OR

*I did not see the face of the person because the declarant was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.

2. *I have known the person for at least 12 months.

OR

*I confirm the declarant's identity using the following identification document:

Identification document relied on (may be original or certified copy).

Declared at this day of 20..... before me

Signature of declarant

←

Name of witness

Address of witness

Capacity of witness

☒ Justice of the peace ☒ Notary public ☒ Legal practitioner

* *The declaration must be made before one of the following persons:*

where the declaration is sworn within the State of New South Wales:

- (i) *a justice of the peace of the State of New South Wales;*
- (ii) *a solicitor of the Supreme Court of New South Wales with a current practising certificate; or*
- (iii) *a notary public.*

where the declaration is sworn in a place outside the State of New South Wales:

- (iv) *a notary public; or*
- (v) *any person having authority to administer an oath in that place.*

Annexure A

Not used

Annexure B

*[Note: The most recently published form as at the execution of this deed has been included in this deed.
To the extent that a new version of the Statement is released, the most recently published form of this
Statement is to be used.]*



SUBCONTRACTOR'S STATEMENT

REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND REMUNERATION (Note 1 – see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

has entered into a contract with ABN:
(Business name of principal contractor) **(Note 2)**

Contract number/identifier **(Note 3)**

This Statement applies for work between:/...../..... and/...../..... inclusive, **(Note 4)**

subject of the payment claim dated:/...../..... **(Note 5)**

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box. **(Note 6)**
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../..... **(Note 7)**
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. **(Note 8)**
- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. **(Note 9)**
- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. **(Note 10)**

(f) Signature Full name.....

(g) Position/Title Date/...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the *Workers Compensation Act 1987*.

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relations Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* defines remuneration '*as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.*'

Section 127(11) of the *Industrial Relations Act 1996* states '*to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.*'

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

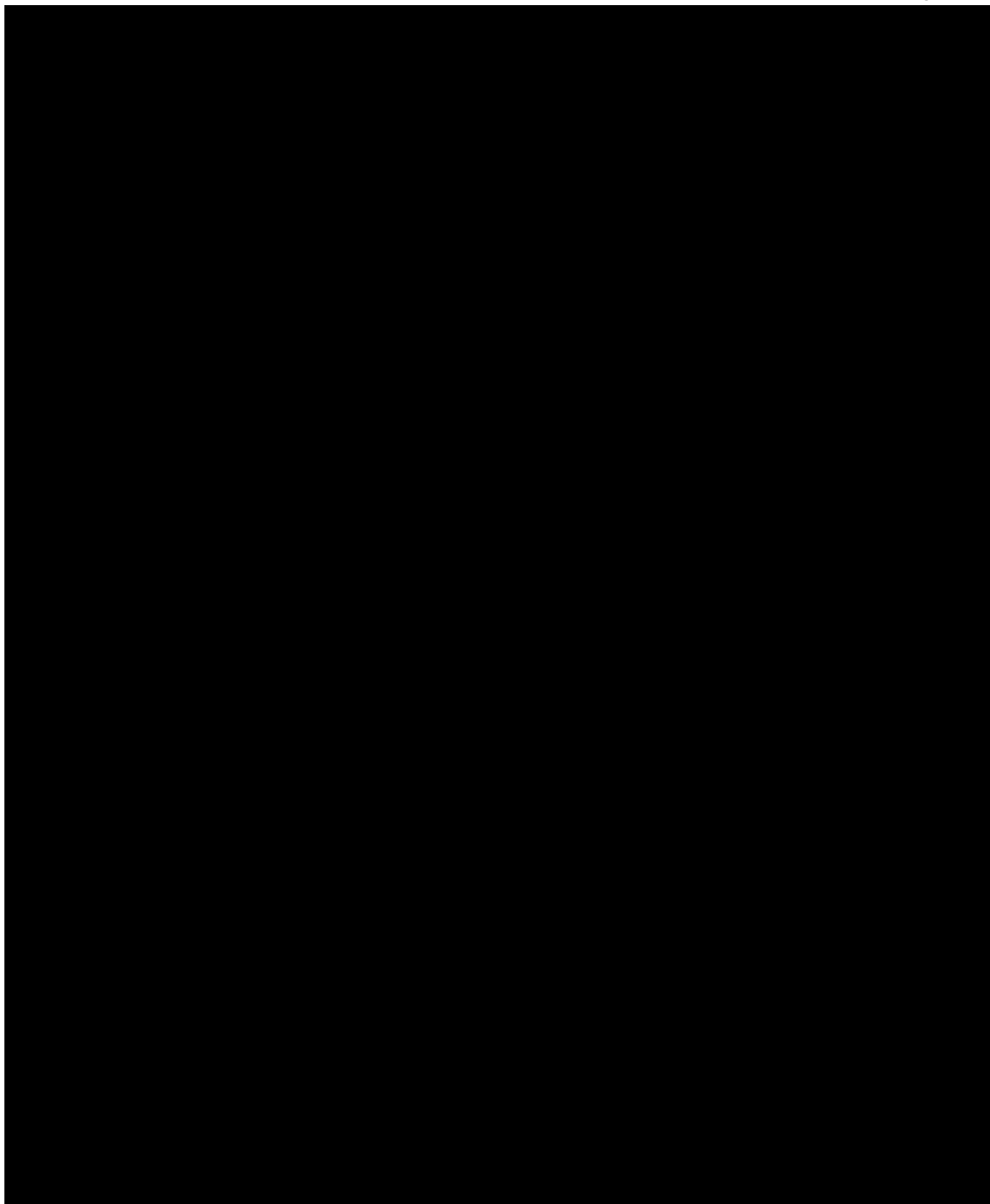
In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

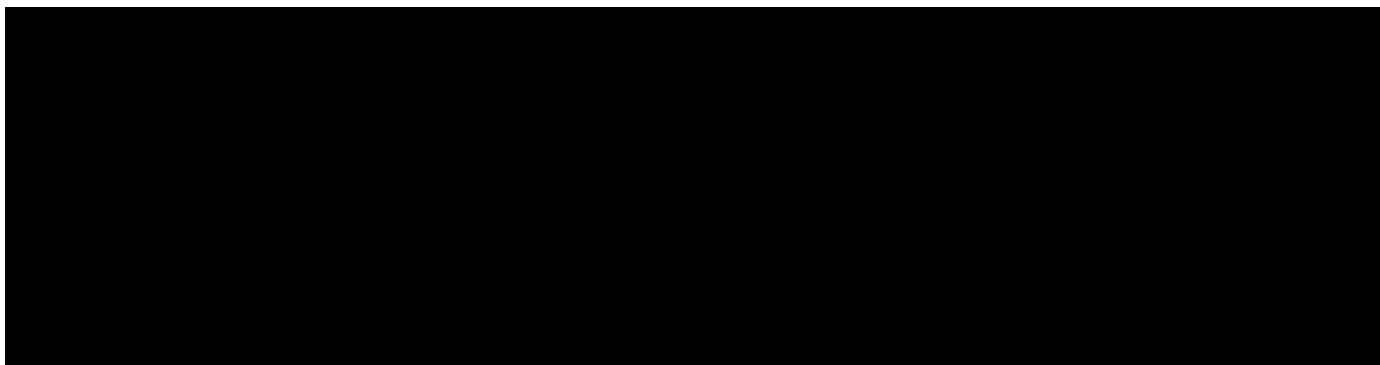
- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.





14. Form of Written Statement

[Note: The most recently published form as at the execution of this deed has been included in this deed. To the extent that a new version of the Statement is released, the most recently published form of this Statement is to be used.]



SUBCONTRACTOR'S STATEMENT REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND REMUNERATION (Note 1 – see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.)

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

has entered into a contract with ABN:
(Business name of principal contractor) (Note 2)

Contract number/identifier (Note 3)

This Statement applies for work between:/...../..... and/...../..... inclusive, (Note 4)

subject of the payment claim dated:/...../..... (Note 5)

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

(a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick ☐ if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick ☐ and only complete (f) and (g) below. You must tick one box. (Note 6)

(b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../..... (Note 7)

(c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)

(d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. (Note 9)

(e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. (Note 10)

(f) Signature Full name.....

(g) Position/Title Date/...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the *Workers Compensation Act 1987*.

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relations Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.

3. Provide the unique contract number, title, or other information that identifies the contract.

4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the *Industrial Relations Act 1996* states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

15. Form of Supplier's statement warranting Technical Package

Supplier's statement warranting Technical Package

[Insert date]

To: [Transport for NSW (ABN 18 804 239 602) (**TfNSW**) and
[Insert] (**TfNSW's Representative**)

From: [Insert] (ABN [Insert]) (**Supplier**)

This statement is given in accordance with the Project Deed for the New Intercity Fleet between TfNSW, TAHE and the Supplier dated 18 August 2016 (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of paragraph 2.3(d) of Schedule B1 of the Project Deed, the Supplier hereby submits the Technical Package in respect of [Insert the Asset or Deliverable to be submitted] for [System Definition Review / Preliminary Design Review / Detailed Design Review / Test Readiness Review / System Verification Review].

The Supplier acknowledges and warrants that the Technical Package has been prepared, checked and verified so that:

- (a) when complete and constructed or manufactured in accordance with the Technical Package, the [Insert the Asset or Deliverable to be submitted] will be fit for purpose; and
- (b) it complies with the requirements of clause 14.1.

All amendments made to the Technical Documents comprising this Technical Package since the [Concept Design / version of the Technical Document that was submitted for the previous Review or Design Stage] are set out in the attachment to this statement, below.

Signed for and on behalf of the Supplier by:

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

Attachment – Amendments made

[Note: A marked-up copy of each Technical Document showing all changes made since the relevant document was last submitted to be inserted.]

16. Form of Supplier's statement that Design Stage has been achieved

Supplier's statement that Design Stage has been achieved

[Insert date]

To: [Transport for NSW (ABN 18 804 239 602) (**TfNSW**) and
[Insert] (**TfNSW's Representative**)]

From: [Insert] (ABN [Insert]) (**Supplier**)

This statement is given in accordance with the Project Deed for the New Intercity Fleet between TfNSW, TAHE and the Supplier dated 18 August 2016 (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of paragraph [3.2 / 3.3 / 3.4 / 3.5 / 3.6] of the SPR, the Supplier hereby submits this certificate confirming that all objectives of the [System Definition Review / Preliminary Design Review / Detailed Design Review / Test Readiness Review / System Verification Review] have been achieved.

The Supplier acknowledges and warrants that the individual signing this certificate is an authorised representative of the Supplier who is accountable for technical authority under the Supplier's AEO accreditation.

Signed for and on behalf of the Supplier by:

Signature:

Name:

Position:

Date:

17. Form of Verification Certificate

Part A – Entities domiciled in Australia

[COMPANY LETTERHEAD]

[Insert date]

To: Transport for NSW (ABN 18 804 239 602)
Level 5, Tower A
Zenith Centre
821 Pacific Highway
Chatswood NSW 2067

Attention: TfNSW's Representative

Verification Certificate: Project Deed - New Intercity Fleet (Contract No. TPD-14-3841) between Transport for NSW, Transport Asset Holding Entity, formerly known as Rail Corporation New South Wales and the Supplier dated 18 August 2016 (Project Deed)

We are officers of [Insert name and company registration number] (**Company**) and are authorised to give this verification certificate. Expressions defined in the Project Deed apply in this verification certificate.

We certify that:

1. Attachments

Attached are true, complete and up-to-date copies of the following, which as at the time the meeting referred to in paragraph 4 was held and as at today, are in full force and effect, and which have not been revoked, suspended or amended:

- (a) the certificate of registration (marked **A**);
- (b) the register of shareholders (marked **B**); and [TfNSW will only require the register of shareholders for each participant of the Supplier / Guarantor that is not a publicly listed company.];
- (c) the constitution of the Company (marked **C**).

2. Authorisations

The Company has no authorisation necessary for the execution, delivery, performance, validity or enforceability of a NIF Project Agreement which have not been disclosed to you.

3. Corporations Act

The Company is not prevented by any provision of the Corporations Act from entering into and performing any NIF Project Agreement to which it is expressed to be a party.

4. Directors' meeting

At a properly convened and properly held meeting of duly appointed directors of the Company, at which a quorum of directors entitled to vote was present and acting, resolutions were duly passed:

- (a) approving the terms of each NIF Project Agreement to which the Company is expressed to be a party;

- (b) resolving that the Company's entry into each NIF Project Agreement to which it is named as a party is for the commercial benefit of, and in the best interests of, the Company because *[Insert description of commercial benefit to the Company (as opposed to corporate group or other entity such as the Supplier)]*;
- (c) authorising the Company to enter into, sign, deliver and perform each NIF Project Agreement (and any related ancillary document) to which it is named as a party; and
- (d) *[Delete if the Company is not executing under Power of Attorney]* [authorising and directing execution by the Company of the power of attorney referred to in the definition of Completion Documents under the Project Deed.]

All provisions in the Corporations Act and the constitution of the Company relating to the declaration of directors' interests and the powers of interested directors to vote were duly observed at or before the meeting.

Minutes recording the resolutions referred to above were prepared and recorded in accordance with section 251A of the Corporations Act.

5. No Material Adverse Effect

Nothing has occurred since the date of the last financial statement (being an income or financial performance statement, a balance sheet or financial position statement and a cashflow statement, together with all notes and reports attached or intended to be read with those statements and a directors' declaration) which might reasonably be expected to have a material adverse effect on:

- (a) the validity or enforceability of all or a provision of a NIF Project Agreement;
- (b) TfNSW or TAHE's rights or remedies under any NIF Project Agreement;
- (c) the ability of the Company or the Supplier to observe or perform its obligations under a NIF Project Agreement; or
- (d) the assets, operations, condition (financial or otherwise), business or prospects of the Supplier Group (taken as a whole).

Signed:

Director

Director

Name in full (please print)

Name in full (please print)

Part B – Entities domiciled in Korea

[COMPANY LETTERHEAD]

[Insert date]

To: Transport for NSW (ABN 18 804 239 602)
 Level 5, Tower A
 Zenith Centre
 821 Pacific Highway
 Chatswood NSW 2067

Attention: TfNSW's Representative

Verification Certificate: Project Deed - New Intercity Fleet (Contract No. TPD-14-3841) between Transport for NSW, Transport Asset Holding Entity, formerly known as Rail Corporation New South Wales and the Supplier dated 18 August 2016 (Project Deed)

The undersigned, [Insert name of the Representative Director], as the Representative Director of [Insert name and company registration number] (Company) is authorised to give this verification certificate. Expressions defined in the Project Deed apply in this verification certificate.

We certify that:

1. Attachments

Attached are true, complete and up-to-date copies of the following, which as at today, are in full force and effect, and which have not been revoked, suspended or amended:

- (a) **(constituent documents)** the corporate registry extract and the articles of incorporation of the Company (marked **A**); and
- (b) **(corporate/internal authorisation documents)** each document which evidences any other necessary corporate or other action of the Company in connection with the NIF Project Agreements to which it is intended to be a party, including (marked **B**):
 - (i) the resolutions of the board of directors; and
 - (ii) the regulations of the board of directors/management committee.

2. Authorised director or officer of the Company

The following person is notified as the authorised director or officer of the Company, with their specimen signature:

Name: [Insert]

Date of birth: [Insert]

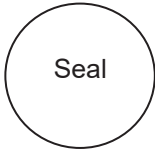
Specimen signature: _____

3. Corporate documents

There are no other documents which evidence any other necessary corporate or other action of the Company in connection with the NIF Project Agreements to which it is intended to be a party.



Signed sealed and delivered by *[Insert Company's name]* in the presence of



Signatory of Representative Director

Name of Representative Director (print)

Part C – Entities domiciled in Japan

[COMPANY LETTERHEAD]

[Insert date]

To: Transport for NSW (ABN 18 804 239 602)
Level 5, Tower A
Zenith Centre
821 Pacific Highway
Chatswood NSW 2067

Attention: TfNSW's Representative

Verification Certificate: Project Deed - New Intercity Fleet (Contract No. TPD-14-3841) between Transport for NSW, Transport Asset Holding Entity, formerly known as Rail Corporation New South Wales and the Supplier dated 18 August 2016 (Project Deed)

I, [Insert name of the Representative Director], am the authorised attorney of [Insert name and company registration number] (**Company**) and am authorised to give this verification certificate. Expressions defined in the Project Deed apply in this verification certificate.

I certify that:

1. Attachments

Attached are true, complete and up-to-date copies of the following, which as at the date of this verification certificate, are in full force and effect, and which have not been revoked, suspended or amended:

- (a) (**constituent documents**) true and correct copies of the articles of incorporation and the commercial registration of the Company (marked **A**); and
- (b) (**power of attorney**) a true and correct copy of the power of attorney under which the Company proposes to execute the Parent Guarantee, and any other NIF Project Agreement to which the Company is to be a party (marked **B**).

2. Companies Act

The Company is not prevented by any provision of the Companies Act (Law No. 86 of 2005, as amended) (**Companies Act**) from entering into and performing any NIF Project Agreement to which it is expressed to be a party.

3. No breach of guaranteeing limits

I confirm that any guarantee the Company provides pursuant to the NIF Project Agreements would not cause any borrowing, guaranteeing or similar limit binding on the Company to be exceeded.

4. Solvency

The Company is able to pay all of its debts as and when they become due and payable. There are no grounds for suspecting that it will not continue to be able to do so after entering into the NIF Project Agreements (and after incurring any other liability which it proposes to incur around the time it enters into them).

5. No Material Adverse Effect

Nothing has occurred since the date of the last financial statement (being an income or financial performance statement, a balance sheet or financial position statement and a cashflow statement, together with all notes and reports attached or intended to be read with those statements and a directors' declaration) which might reasonably be expected to have a material adverse effect on:

- (a) the validity or enforceability of all or a provision of a NIF Project Agreement;
- (b) TfNSW or TAHE's rights or remedies under any NIF Project Agreement;
- (c) the ability of the Company or the Supplier to observe or perform its obligations under a NIF Project Agreement; or
- (d) the assets, operations, condition (financial or otherwise), business or prospects of the Supplier Group (taken as a whole).

Signed/Sealed:

Attorney

Name in full (please print)

18. Variation Forms

These forms of Supplier's Variation Proposal and Supplier Variation Request have been designed to respond to the requirements of Schedule E3 of the Project Deed as they relate to a Supplier's Variation Proposal and a Supplier Variation Request (as relevant).

- (a) Section 1 sets out the background to the Supplier's Variation Proposal and has no legal or contractual status;
- (b) Section 2 constitutes the Supplier's Variation Proposal issued pursuant to paragraph 1.3(a)(i) of Schedule E3 the Project Deed; and
- (c) Section 3 constitutes the Supplier Variation Request issued pursuant to paragraph 2.2(a) of Schedule E3 the Project Deed.

For the purposes of the Project Deed, only sections 2 and 3 have any contractual status. None of TfNSW, TAHE nor any of their respective Associates make any comment as to the accuracy of, and may not be held liable for, any information provided by any party in sections 1, 2 or 3. These forms of Supplier's Variation Proposal and Supplier Variation Request (as relevant) will not give rise to any rights against TfNSW, TAHE or any of their respective Associates, whether legal or equitable, unless and until TfNSW's Representative has issued a notice to the Supplier pursuant to paragraph 2.3 of Schedule E3 of the Project Deed.

SECTION 1 – BACKGROUND TO INITIAL REQUEST			
Contract No.	TPD-14-3841	Variation [Proposal / Request] No:	[Insert]
Subject:	[To be populated prior to submission]		
Supplier's Issue No:	[To be populated prior to submission]		
Initiated By:	TfNSW's / Supplier's Representative, [Insert name]	Date Raised:	[To be populated prior to submission]
Correspondence Ref:	[To be populated prior to submission]		
Contract Document Ref No:	[To be populated prior to submission]		
Amendment Requested:	[To be populated prior to submission]		
Attachments:	[To be populated prior to submission]		

SECTION 2 – SUPPLIER'S VARIATION PROPOSAL		
Supplier's Variation Proposal issued pursuant to Schedule E3 of the Project Deed		Supplier Variation Proposal No: <u>[Insert]</u>
This Supplier's Variation Proposal relates to [Supplier / TfNSW] Variation Request No: [Insert]		
The Variation Effects of the Variation are as set out below:		
(a)	the Variation Costs which the Supplier will incur, or the Variation Savings which it will derive, as a result of the proposed Variation and their anticipated effect on:	
(i)	the Unit Price or Simulator Price;	<u>[Supplier to populate prior to submission]</u>
(ii)	the MFI Works Contract Value;	<u>[Supplier to populate prior to submission]</u>
(iii)	the Service Payments; and	<u>[Supplier to populate prior to submission]</u>
(iv)	the Additional MF Works Contract Value;	<u>[Supplier to populate prior to submission]</u>
(b)	the effect, if any, which the proposed Variation will have on all affected Programs and Project Plans;	<u>[Supplier to populate prior to submission]</u>
(c)	the time within which the proposed Variation will be implemented;	<u>[Supplier to populate prior to submission]</u>
(d)	the Approvals (if any) required to implement the proposed Variation;	<u>[Supplier to populate prior to submission]</u>
(e)	the effects which the proposed Variation will have on:	
(i)	the workmanship, durability or functional integrity of any element of the Supplier's Activities or any Asset;	<u>[Supplier to populate prior to submission]</u>
(ii)	the safety, use, Availability and reliability of Units;	<u>[Supplier to populate prior to submission]</u>
(iii)	any Approvals (including Accreditation) held or required by an Accredited Person, the Supplier or the Supplier's Associates;	<u>[Supplier to populate prior to submission]</u>
(iv)	any Training requirements;	<u>[Supplier to populate prior to submission]</u>
(v)	the Supplier's ability to ensure the Assets are in accordance with the Target Condition in accordance with the provisions of the Project Deed; or	<u>[Supplier to populate prior to submission]</u>
(vi)	the Supplier's ability to:	
(A)	satisfy any warranty given by the Supplier under any NIF Project Agreement; or	<u>[Supplier to populate prior to submission]</u>
(B)	perform any of its other obligations under any NIF Project Agreement;	<u>[Supplier to populate prior to submission]</u>

SECTION 2 – SUPPLIER'S VARIATION PROPOSAL		
(f)	any relief required by the Supplier from its obligations under any NIF Project Agreement to ensure that the Supplier would be left in no better and no worse position than it would be in if the Variation were not implemented; and	[Supplier to populate prior to submission]
(g)	any other information requested by TfNSW.	[TfNSW confirm. Supplier to populate prior to submission]
The Supplier confirms to TfNSW that this Supplier's Variation Proposal has been prepared having regard to the Variation Principles.		
Attachments	[Supplier to populate prior to submission]	
Endorsed by the Supplier's Representative, [Insert name]	Signed:	Date: [Supplier to populate prior to submission]

[Note: The above must be prepared in accordance with the Variation Principles, such that the Supplier's Variation Proposal is formulated:

- (a) so as to avoid, as far as practicable, the need for a new Approval or a modification to an existing Approval for the implementation of the Variation;
- (b) where applicable or where it is reasonable to use them for valuing Variations, on the basis of the prices and rates set out in the Schedule of Rates, which are a maximum cap on the prices and rates, and at all times permitting a calculation using prices and rates that are less than the amounts contained in the Schedule of Rates;
- (c) where applicable, on the basis of the prices and lead times set out in the Spares List;
- (d) on a cost plus a margin of 10 per cent including profit, off-site overheads and onsite overheads and on an Open Book Basis (and to this end the Supplier must allow TfNSW to review and audit the Supplier's records to verify that the Supplier's Variation Proposal or Supplier Variation Request has been prepared on a cost plus a margin of 10 per cent basis including profit, off-site overheads and onsite overheads);
- (e) assuming the Supplier is a willing, efficient and expert provider of the Variation in an efficient and competitive market;
- (f) in a manner which is consistent with any requirements of TfNSW for the implementation of the Variation;
- (g) having regard to minimising disruption to the performance of the Operations Functions;
- (h) having regard to minimising any delay in achieving Provisional Acceptance of Units and Simulators or achieving MFC Practical Completion, MFI Practical Completion or Additional MF Works Practical Completion;
- (i) having regard to minimising any adverse safety impacts of the Variation;
- (j) in a manner which ensures that all appropriate Insurances relevant to the Variation are taken out and maintained consistently with those that would have been required by TfNSW if the Variation had been included in the original requirements of the Project Deed, unless TfNSW determines otherwise;
- (k) in a manner so that there is no double counting; and
- (l) in the form of an offer capable of immediate acceptance by TfNSW for 40 Business Days after the date on which TfNSW's Representative receives the Supplier's Variation Proposal or Supplier Variation Request.]

SECTION 3 – SUPPLIER VARIATION REQUEST		
Supplier Variation Request issued pursuant to Schedule E3 of the Project Deed		Supplier Variation Request No: [Insert]
(a) The proposed Variation		
<p>Current Wording: [Supplier to populate prior to submission]</p> <p>Proposed wording (include deleted text as strikethrough text and underline new text): [Supplier to populate prior to submission]</p>		
(b) The reason for the proposed Variation [Supplier to provide an explanation of the reason for the proposed Variation]		
(c) The Variation Effects of the Variation are as set out below:		
(i)	the Variation Costs which the Supplier will incur, or the Variation Savings which it will derive, as a result of the proposed Variation and their anticipated effect on:	
(A)	the Unit Price or Simulator Price;	[Supplier to populate prior to submission]
(B)	the MFI Works Contract Value;	[Supplier to populate prior to submission]
(C)	the Service Payments; and	[Supplier to populate prior to submission]
(D)	the Additional MF Works Contract Value;	[Supplier to populate prior to submission]
(ii)	the effect, if any, which the proposed Variation will have on all affected Programs and Project Plans;	[Supplier to populate prior to submission]
(iii)	the time within which the proposed Variation will be implemented;	[Supplier to populate prior to submission]
(iv)	the Approvals (if any) required to implement the proposed Variation;	[Supplier to populate prior to submission]
(v)	the effects which the proposed Variation will have on:	
(A)	the workmanship, durability or functional integrity of any element of the Supplier's Activities or any Asset;	[Supplier to populate prior to submission]
(B)	the safety, use, Availability and reliability of Units;	[Supplier to populate prior to submission]
(C)	any Approvals (including Accreditation) held or required by an Accredited Person, the Supplier or the Supplier's Associates;	[Supplier to populate prior to submission]

SECTION 3 – SUPPLIER VARIATION REQUEST		
(D)	any Training requirements;	[Supplier to populate prior to submission]
(E)	the Supplier's ability to ensure the Assets are in accordance with the Target Condition in accordance with the provisions of the Project Deed; or	[Supplier to populate prior to submission]
(F)	the Supplier's ability to:	
(I)	satisfy any warranty given by the Supplier under any NIF Project Agreement; or	[Supplier to populate prior to submission]
(II)	perform any of its other obligations under any NIF Project Agreement;	[Supplier to populate prior to submission]
(vi)	any relief required by the Supplier from its obligations under any NIF Project Agreement to ensure that the Supplier would be left in no better and no worse position than it would be in if the Variation were not implemented; and	[Supplier to populate prior to submission]
(vii)	any other information requested by TfNSW.	[TfNSW confirm. Supplier to populate prior to submission]
(d) The value for money for TfNSW arising from the Variation [Supplier to populate prior to submission]		
The Supplier confirms to TfNSW that this Supplier Variation Request has been prepared having regard to the Variation Principles.		
Attachments	[Supplier to populate prior to submission]	
Endorsed by the Supplier's Representative, [Insert name]	Signed:	Date: [Supplier to populate prior to submission]

[Note: The above must be prepared in accordance with the Variation Principles, such that the Supplier Variation Requested is formulated:

- (a) so as to avoid, as far as practicable, the need for a new Approval or a modification to an existing Approval for the implementation of the Variation;
- (b) where applicable or where it is reasonable to use them for valuing Variations, on the basis of the prices and rates set out in the Schedule of Rates, which are a maximum cap on the prices and rates, and at all times permitting a calculation using prices and rates that are less than the amounts contained in the Schedule of Rates;
- (c) where applicable, on the basis of the prices and lead times set out in the Spares List;
- (d) on a cost plus a margin of 10 per cent including profit, off-site overheads and onsite overheads and on an Open Book Basis (and to this end the Supplier must allow TfNSW to review and audit the Supplier's records to verify that the Supplier's Variation Proposal or Supplier Variation Request has been prepared on a cost plus a margin of 10 per cent basis including profit, off-site overheads and onsite overheads);

- (e) *assuming the Supplier is a willing, efficient and expert provider of the Variation in an efficient and competitive market;*
- (f) *in a manner which is consistent with any requirements of TfNSW for the implementation of the Variation;*
- (g) *having regard to minimising disruption to the performance of the Operations Functions;*
- (h) *having regard to minimising any delay in achieving Provisional Acceptance of Units and Simulators or achieving MFC Practical Completion, MFI Practical Completion or Additional MF Works Practical Completion;*
- (i) *having regard to minimising any adverse safety impacts of the Variation;*
- (j) *in a manner which ensures that all appropriate Insurances relevant to the Variation are taken out and maintained consistently with those that would have been required by TfNSW if the Variation had been included in the original requirements of the Project Deed, unless TfNSW determines otherwise;*
- (k) *in a manner so that there is no double counting; and*
- (l) *in the form of an offer capable of immediate acceptance by TfNSW for 40 Business Days after the date on which TfNSW's Representative receives the Supplier's Variation Proposal or Supplier Variation Request.]*

19. Form of Interim Final Acceptance Certificate

Interim Final Acceptance Certificate

[Insert date]

To: [Insert] (ABN [Insert]) (**Supplier**)

From: Transport for NSW (ABN 18 804 239 602) (**TfNSW**) and
[Insert] (**TfNSW's Representative**)

This certificate is given in accordance with the Project Deed for the New Intercity Fleet between TfNSW, TAHE and the Supplier dated 18 August 2016 (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 16.3(e)(i) of the Project Deed, TfNSW's Representative certifies that [Insert description of Unit(s)/Simulator(s)] [meet/meets] the Interim Final Acceptance Criteria.

Signed for and on behalf of TfNSW by:

Signature:

Name:

Position:

TfNSW's Representative

Date: