

Contract Award Notice ID TfNSW 2012/014	Contract Title Apparel Management Services Agreement	
Agency Transport for NSW		Contractor Dina Corporate Pty Ltd

Government Information (Public Access) Act 2009

REDACTION SCHEDULE

The *Government Information (Public Access) Act 2009* (GIPA Act) requirements the publication of a copy of any class 3 government contract. This obligation does not require agencies to include information to disclose:

- a) Commercial-in-confidence provisions, which are defined in the GIPA Act as **the contractor's**
 - financing arrangements
 - cost structure or profit margins
 - full base case financial model
 - any intellectual property which the contractor has an interest

or, anything that, if disclosed, would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future
- b) Details of unsuccessful tenders
- c) Anything that could reasonably be expected to affect public safety or security
- d) a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record
- e) information which would constitute an infringement of copyright

Business interests and Commercial-in-confidence

The disclosure of the information could reasonably be expected to:

- Clause 4(a) undermine competitive neutrality in connection with any functions of an agency in respect of which it competes with any person or otherwise place an agency at a competitive advantage or disadvantage in any market,

- Clause 4(b) reveal commercial-in-confidence provisions of a government contract,
- Clause 4(c) diminish the competitive commercial value of any information to any person,
- Clause 4(d) prejudice any person's legitimate business, commercial, professional or financial interests,
- (from the Table to section 14 of the GIPA Act)

Contract page or Contract provision	Description	Reasons why the information has been removed	Public interest considerations against disclosure				Is it likely to be disclosed at a later date, if so, when?	
			Clause 4(a)	Clause 4(b)	Clause 4(c)	Clause 4(d)	No	Yes
Page 81	Schedule D – Charges	Commercial in confidence – pricing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I am delegated to make a decision about the release of information relating to government contracts.

Having considered both the public interest considerations in favour and against release of the above-mentioned contract provisions, I have decided that the public interest weighs against disclosure of the above indicated provisions of the contract and had them removed (redacted) prior to publication provisions in accordance with the requirements of such a decision under the GIPA Act.

Name	Jordan Lay
Position	A/Director Goods & Services Procurement (2025)