

Contract Award Notice ID CW2435861	Contract Title Placement of Ultra-high Performance Fibre Reinforced Concrete (UHPFRC) and Precast Bedding for Sydney Harbour Bridge Railway Deck Upgrade - Northern and Southern Span
Agency Sydney Trains	Contractor Brefni 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

Personal Information

The disclosure of the information could reasonably be expected to:

Clause 3(a) reveal an individual's personal information, or

Clause 3(b) contravene an information protection principle under the [Privacy and Personal Information Protection Act 1998](#) or a Health Privacy Principle under the [Health Records and Information Privacy Act 2002](#)

Contract page or Contract provision	Description	Reasons why the provisions have been removed	Public interest considerations against disclosure		Is it likely to be disclosed at a later date, if so, when?	
			Clause 3(a)	Clause 3(b)	No	Yes
Execution Block/page/s Page 2 and 3	The signatures of the parties to the contract	The release of this information would constitute revealing personal information which is not already known and could reasonably be expected to contravene an Information Protection Principle under the <i>Privacy and Personal Information Protection Act 1998</i> .	☒	☒	☒	☐
	Names and signatures of the contractors' employees and their contact details	information which is not already known and could reasonably be expected to contravene an Information Protection Principle under the <i>Privacy and Personal Information Protection Act 1998</i> .	☒	☒	☒	☐
			☐	☐	☐	☐

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
Pages 83,84,85,86 87 and 88	Schedule 1 Key Details	The release of this information would reveal provisions of the contract negotiated between the agency and the contractor, the disclosure of which would place the contractor at a substantial commercial disadvantage and would therefore meet the description of commercial-in-confidence provisions of a government contract. Plus, Security Risk as High Priority Asset on the NSW Critical Assets Register	☐	☒	☐	☒	☒	☐
Pages 91,92,93,94,95,96,97,98.9 9.100. 101 and 102	Schedule 2 Pricing Schedule	The release of this information would reveal pricing details meeting the description of commercial-in-confidence provisions of a government contract. Plus, Security Risk as High Priority Asset on the NSW Critical Assets Register	☐	☒	☐	☒	☒	☐
	Exhibit A – Statement of Work Clarifications on Assumptions and Responses from Brefni Program Plans Project Specific Concrete Works Specification	The release of this information would reveal negotiated provisions of the agreed scope of works between the parties and therefore meets the description of commercial-in-confidence provisions of a government contract. Plus, Security Risk as High Priority Asset on the NSW Critical Assets Register	☐	☒	☐	☒	☒	☐
	Final Letter redact the names and address and Contractor name within the Letter, Plus the “Blue Text” annotations	The release of this information would remove the competitive neutrality of agency's tendering process by providing an advantage to future tenderers to have the knowledge of the expected costs to	☒	☒	☒	☐	☒	☐

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
		complete the work, which is key in determining their business strategies. Consequently, future tenderers could just take the information for their own commercial advantage at the expense of the agency which has the function to reduce the cost to the NSW public. Plus, this letter summarises and formalises the quantum of change to the contract value						

Other Public interest consideration/s against disclosure

Contract page or Contract provision	Description	Reasons why the information has been removed	Public interest consideration against disclosure	Is it likely to be disclosed at a later date, if so, when?	
			Clause	No	Yes
				☐	☐
				☐	☐
				☐	☐
				☐	☐

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	Sue Robinson Digitally signed by Sue Robinson Date: 2025.07.17 15:02:25 +10'00'
Position	Lead Contracts Manager