

Government Information (Public Access) Act 2009

Explanatory Table

Sydney Light Rail Rolling Stock Supply Contract – Second Amendment and Restatement Deed

Capitalised terms in this table have the meanings given to them in the Sydney Light Rail Rolling Stock Supply Contract – Second Amendment and Restatement Deed (**CAF Supply Contract**), unless the context indicates otherwise.

In preparing this explanatory table, TfNSW has:

- (a) identified the reason(s) under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**) for each redaction; and
- (b) weighed each redaction against the following key public interest considerations for disclosure:
 - (i) promoting open discussion of public affairs, enhancing government accountability or contributing to positive and informed debate on issues of public importance;
 - (ii) creating public awareness and understanding on issues of public importance;
 - (iii) enhancing government transparency and accountability;
 - (iv) informing the public about the operations of the agency;
 - (v) ensuring effective oversight of the expenditure of public funds and the best use of public resources; and
 - (vi) ensuring fair commercial competition within the economy.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
SECOND AMENDMENT AND RESTATEMENT DEED				
1.	Execution Pages	The information redacted are part of the execution blocks.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Purchaser considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
ANNEXURE A – INITIAL SUPPLEMENTARY PROGRAM				
2.	Annexure A "Initial Supplementary Program"	The information redacted is the Supplier's initial programme of works.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) disclosure of the redacted information would reveal how the Supplier has programmed the work for the project and provide insight into the Supplier's views on its potential capabilities and likelihood of certain risks arising; and</p> <p>b) if this information were revealed, it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Supplier may have to negotiate or bid against. Therefore</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
ANNEXURE B – RESTATED CONTRACT				
3.	Clause 1.1 Definition of "Change in Law" sub-paragraph (e)(ii)	The information redacted is a date.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 1(e) and 1(f) of the table in section 14</i></p> <p>The disclosure of this information could reveal a deliberation or consultation conducted or recommendation given in such a way as to prejudice a deliberative process of government or an agency and could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) would provide insight on how the parties apportioned risk for Change in Law, and therefore the risk that the Supplier was willing to accept; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
4.	Clause 1.1 Definition of "Deeds of Disclaimer"	The information redacted is a date.	<p><i>Section 32(1)(d), items 1(e) and 1(f) of the table in section 14</i></p> <p>The disclosure of this information could reveal a deliberation or consultation conducted or recommendation given in such a way as to prejudice a deliberative process of government or an agency and could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would reveal a deliberation or consultation conducted in such a way as to prejudice a deliberative process of government or an agency and could prejudice the effective exercise by an agency of the agency's functions.</p> <p>The Purchaser considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
5.	Clause 1.1 Definition of "Event" paragraphs (g), (h), (i) and (j)	The information redacted is parts of the definition.	<p><i>Section 32(1)(a), paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's financing arrangements, cost structure or profit margins and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Purchaser and the Supplier and therefore the level of risk that the Supplier was willing to price and accept</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and provide insight into the Supplier's financing arrangements or cost structure; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
6.	Clause 1.1 Definition after "Final Payment Claim" and before "First Restatement Deed"	The information redacted is the defined term and the definition.	<p><i>Section 32(1)(a), paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's financing arrangements, cost structure or profit margins and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Purchaser and the Supplier and therefore the level of risk that the Supplier was willing to price and accept and provide insight into the Supplier's financing arrangements or cost structure; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
7.	<p>Clause 1.1 Definition after "Improvements" and before "Incident Reporting and Response Plan"</p>	<p>The information redacted is the defined term and the definition.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the information would reveal a bespoke arrangement agreed between the parties in respect of the supply of the Supplementary Vehicles and if disclosed could prejudice the effective exercise by an agency of the agency's functions by making this information known to other contractors; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
8.	Clause 1.1 Definition of "Maintenance Fee"	The information redacted is a monetary amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's cost structure or profit margins and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information specifies the Maintenance Fee for the maintenance works referenced in the definition; b) exposing the redacted information may provide insight into the amount that the Supplier was willing to accept for performing this work (and all affiliated risks) and would provide insight into the Supplier's cost structure and profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
9.	Clause 1.1 Definition of "New COVID-19 Directive"	The information redacted is the definition.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information provides the meaning for "New COVID-19 Directive" which is used in the context of apportioning risk for COVID-19 under the CAF Supply Contract. The disclosure of this information would provide insight on how the parties apportioned risk for COVID-19, and therefore the risk that the Supplier was willing to accept;</p> <p>b) The public interest in favour of disclosure has been served by revealing that the CAF Supply Contract provides relief for certain impacts of COVID-19. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
10.	Clause 1.1 Definition after "Original LRVs" and before	The information redacted is the defined term and the definition.	<i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	"Pandemic Management Plan"		<p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information is a definition used in the context of a bespoke arrangement agreed between the parties to apportion risk; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
11.	Clause 1.1, Definition of "Shipping Event"	The information redacted is the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is a definition used in an apportionment of risk between the Purchaser and the Supplier in respect of defined Shipping Events and the disclosure of which would provide insight into the level of risk that the Supplier was willing to accept in respect of these events;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
12.	Clause 1.1 Definition of "SV Price"	The information redacted is a monetary amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's cost structure or profit margins and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information specifies the amount payable in respect of the Supplementary Vehicles;</p> <p>b) exposing the redacted information may provide insight into the amount that the Supplier was willing to accept for performing this work (and all</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>affiliated risks) and would provide insight into the Supplier's cost structure and profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
13.	<p>Clauses 2.3(b)(i) and clauses 2.3(c)(i) to 2.3(c)(ix) "Option for additional LRVs"</p>	<p>The information redacted are percentages and part of the clause.</p>	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's cost structure or profit margins, full base case financial model and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would reveal the percentage amount of the Option Price or SV Price (as applicable) attributed to each payment milestone and the structure of the payment milestones and exposing the redacted information would:</p> <ul style="list-style-type: none"> a. provide insight into the apportionment of financial risk each party was willing to accept; b. reveal the Supplier's cost structure and financial model and provide insight into

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Supplier's views on its potential capabilities; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Clause 7.2(a)(i) "Subcontracting"	The information redacted is a dollar amount and descriptions of systems applicable to the Supplementary Vehicles.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the value of a contract that qualifies as a subcontract requiring the Purchaser's approval and or works components requiring the Purchaser's approval prior to entering into a subcontract; and</p> <p>b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Supplier, thereby prejudicing the Supplier's negotiating position. Therefore the disclosure of the information could reveal commercial-in-confidence provisions of a government contract,</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
15.	<p>Clauses 10B.1(b) and 10B.1(c) "Acknowledgement of COVID-19"</p> <p>and</p> <p>Clause 10B.2 "New COVID-19 Directives"</p>	<p>The information redacted is the whole or part of the clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the Supplier's obligations with respect to accounting for COVID-19 and COVID-19 Directives in its performance of the work under the CAF Supply Contract and the apportionment of risk as between the parties with respect to COVID-19. The disclosure of this information would:</p> <ul style="list-style-type: none"> a. provide insight on how the parties apportioned risk for COVID-19, and therefore the risk that the Supplier was willing to accept; and b. prejudice the effective exercise by TfNSW of its functions in negotiating the effects of COVID-19 with other contractors. <p>The public interest in favour of disclosure has been served by revealing that the CAF Supply Contract has addressed COVID-19. In light of this disclosure there is an overriding public interest against the disclosure; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
16.	Clauses 11A.2(c) and 11A.2(d) "Supplier to assist"	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information discloses the party bearing the costs of fulfilling the obligations in the clause. The disclosure of this information would:</p> <ul style="list-style-type: none"> a. provide insight on how the parties apportioned the financial risk for performing the obligations referenced in the clause; and b. prejudice the effective exercise by TfNSW of its functions in negotiating similar clauses with other contractors in future. <p>The public interest in favour of disclosure has been served by providing a description of the redacted information. In light of this disclosure</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>there is an overriding public interest against the disclosure; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
17.	Clauses 13.2(b) and 13.2(c) "Insurance to be effected and maintained by the Supplier"	The information redacted are dollar amounts and time periods.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the limits of the insurance policies that the Supplier is required to effect and maintain in respect of public and products liability and professional indemnity insurance and the period for which the Supplier must maintain professional indemnity insurance;</p> <p>b) exposing the redacted information would reveal the level of insurance risk that the Supplier was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Clause 13.12 "Insurance moneys"	The information redacted describes a monetary amount.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information describes a monetary amount which would trigger the application of the clause; b) disclosure of this information would reveal commercial-in-confidence provisions of a government contract and would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
19.	Clauses 15.2A(c)(v) and 15.2A(vi) "LRV Program (IWLR Project)"	The information redacted is part of the clause.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out project-specific requirements sought by the Purchaser in respect of information required to be included in the LRV Program and requirements for review of the LRV Program; and b) exposing the redacted information may enable potential future clients to use that information to their advantage in negotiations with the Supplier, thereby prejudicing the Supplier's negotiating position. Therefore the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
20.	Clauses 15AA.2(a) "Commissioning Management Team (IWLR Project)"	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because, if revealed, this information could prejudice negotiations between TfNSW and a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	third party with respect to a matter related to the supply of the Supplementary Vehicles. Review: This information would be reviewed for disclosure as events and circumstances change.
21.	Clause 15AAA "Reporting Notifiable Faults"	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a bespoke arrangement whereby the Supplier is required to notify the Purchaser of "Notifiable Faults" (the definition for this term forms part of the redacted information) for a nominated duration and for the Supplier to provide certain deliverables if a Notifiable Fault is notified to the Purchaser; b) exposing this information may provide insight into the Supplier's views on its potential capabilities and the likelihood of the Supplier being held liable for the events identified in clause 15AAA; and c) exposing the redacted information may enable potential future clients to use that information to their advantage in negotiations with the Supplier, thereby prejudicing the Supplier's negotiating position. Therefore the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
22.	Clause 16.4(d) "Cost"	The information redacted is part of the clause.	Refer to Item 6 above.	Refer to Item 6 above.
23.	Clause 17.6	The information redacted is the clause heading and the entire clause.	Refer to Item 7 above.	Refer to Item 7 above.
24.	Clauses 17.7 (a) and 17.7(b) "Delay costs"	The information redacted is the whole or part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's cost structure or profit margins and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information provides a breakdown of the costs payable as delay costs to the Supplier in specified circumstances (which are, in part, also part of the redacted information) and would provide insight into the Supplier's cost structure or profit margins; and</p> <p>b) revealing the information would:</p> <ol style="list-style-type: none"> a. prejudice the effective exercise by TfNSW of its functions in negotiating similar clauses with other contractors in future; and b. place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Clause 18.2(b) "Who conducts"	The information redacted is a part of the clause.	Refer to Item 20 above.	Refer to Item 20 above.
26.	Clause 18.4(b)(i), 18.4(b)(iv) and 18.4(c) "Interface"	The information redacted is the whole or part of the clause.	Refer to Item 20 above.	Refer to Item 20 above.
27.	Clause 18B "Shipping Event"	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information provides for an apportionment of risk between the Purchaser and the Supplier in respect of defined Shipping Events and the disclosure of which would provide insight into the level of risk that the Supplier was willing to accept in respect of these events;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
28.	<p>Clauses 19.1(b), 19.1(f), 19.1(g) and 19.1(h) "Mode of and date and place for Delivery"</p>	<p>The information redacted is a date and whole subclauses.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> a. includes a date before which Delivery was not permitted to be made in respect of an earlier procurement under the CAF Supply Contract; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b. apportions risk between the parties for Authorisations and customs requirements associated with Delivery and provides for additional project-specific requirements of the Purchaser; and</p> <p>b) if disclosed, the redacted information would:</p> <p>a. prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors; and</p> <p>b. provide an insight into the Supplier's views on its own capabilities and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors during future negotiations with potential clients; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
29.	Clauses 19B(b), 19B(e)(ii) and 19B(g) "Maintenance"	The information redacted are entire subclauses.	<p><i>Section 32(1)(a), paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's financing arrangements or cost structure and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would provide insight into the Supplier's financing arrangements or cost structure; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
30.	Clause 19B(e)(iii) "Maintenance"	The information redacted is the entire subclause.	Refer to Item 20 above.	Refer to Item 20 above.
31.	Clauses 22(b)(i)(B) and 22(b)(ii)(B) "Defects Liability"	The information redacted are dates and descriptions of time periods.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out the Defects Liability Periods for the Supplementary Vehicles and the Supplementary Equipment;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Purchaser and the Supplier in relation to the rectification of defects, and therefore the level of risk that the Supplier was willing to price and accept. Exposing this information may also provide insight into the Supplier's views on its potential capabilities and likelihood of ongoing defects arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that there is a Defects Liability Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
32.	Clause 22(b)(vi)(B)	The information redacted is a part	Refer to Item 20 above.	Refer to Item 20 above.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	and 22(b)(vii) "Defects Liability"	of the clause and an entire subclause.		
33.	Clauses 22(b)(vi)(E)(II) and 22(b)(ix) "Defects Liability"	The information redacted are a time period and a date.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> a. the time period within which the Supplier must provide ongoing support during the Defects Liability Period; and b. a date by which the Purchaser has agreed to provide the Site Access Protocol to the Supplier; <p>b) exposing the redacted information would reveal the apportionment of certain risks between the Purchaser and the Supplier in relation to the rectification of defects and associated deliverables, and therefore the level of risk that the Supplier was willing to price and accept. Exposing this information may also provide insight into the Supplier's views on its potential capabilities;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that there is an obligation to rectify Defects. In light of the disclosure of this information there is an overriding public interest against the disclosure of the redacted information.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
34.	Clause 22A(d) "Defects Liability – Additional LRVs and Additional Equipment"	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing this information may provide insight into the Supplier's past views on its potential capabilities and the level of risk which it was willing to accept; and</p> <p>b) exposing the redacted information may enable potential future clients to use that information to their advantage in negotiations with the Supplier, thereby prejudicing the Supplier's negotiating position. Therefore the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
35.	Clauses 22B(a), 22B(b), 22B(d) and 22B(e) "Ongoing support"	The information redacted is part of a subclause and entire subclauses including descriptions of scope and time periods.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information addresses scope and pricing arrangements in respect of an option, which may be exercised by the Purchaser, for the Supplier to provide "ongoing support"; b) exposing this information may provide insight into the Supplier's views on its potential capabilities and the level of risk which it was willing to accept; and c) exposing the redacted information may enable potential future clients to use that information to their advantage in negotiations with the Supplier, thereby prejudicing the Supplier's negotiating position. Therefore the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
36.	Clause 23A "Concessions to ASA Requirements"	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information references a bespoke arrangement agreed between the parties in regards to certain technical requirements for the Supplementary Vehicles. The disclosure of this information would: <ul style="list-style-type: none"> a. provide insight into the Supplier's views on its potential capabilities; and b. prejudice the effective exercise by TfNSW of its functions. b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>The public interest in favour of disclosure has been served by revealing the existence of such an arrangement.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
37.	Clauses 24.1(aa)(i) and 24.1(ab) "Time for payment"	The information redacted are parts of the clause, including percentages and a time period.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's cost structure or profit margins, full base case financial model and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> a. a description of the time allowed for the Supplier to submit payment claims and a breakdown of allowable amounts to be claimed in the payment claims; b. the percentage amount of the Supplementary Equipment Cost attributed to each payment milestone and a description of the payment milestones; and c. a time period by which the Purchaser is required to confirm a purchase order for the Supplementary Equipment; <p>b) exposing the redacted information:</p> <ul style="list-style-type: none"> a. could provide insight into the Supplier's cost structure and financial model; and b. provide insight into the Supplier's supply lead-times and provide insight into the Supplier's views on its potential capabilities; and <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Clause 24.1C "Payment"	The information redacted is a time period.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information would provide insight into the payment terms negotiated by the parties; b) prejudice the effective exercise by TfNSW of its functions in negotiating similar clauses with other contractors in future; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>The public interest in favour of disclosure has been served by revealing the existence of a payment term.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>In light of this disclosure there is an overriding public interest against the disclosure of the specific time period.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
39.	Clause 24.11	The information redacted is the clause heading and the entire clause.	Refer to Item 7 above.	Refer to Item 7 above.
40.	Clause 25.7(c) "Supplier's rights"	The information redacted is a time period.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the period of notice which must be given by the Supplier in advance of a termination for the reasons set out in the clause;</p> <p>b) if disclosed, the redacted information would:</p> <ul style="list-style-type: none"> a. prejudice the effective exercise by TfNSW of its functions in negotiating similar provisions with other contractors; and b. provide an insight into the Supplier's views on its likelihood of exercising the right to terminate under clause 25.7(c) and the level of risk which the Supplier was willing to accept;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
41.	Clauses 25.11(a) and 25.11(b) "Costs on Termination"	The information redacted is part of the clause.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's cost structure or profit margins, full base case financial model and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information describes the amounts payable to the Supplier for termination under clause 25.4 and 25.7;</p> <p>b) if disclosed, the redacted information would:</p> <ul style="list-style-type: none"> a. prejudice the effective exercise by TfNSW of its functions in negotiating similar provisions with other contractors; and b. reveal information about the Supplier's cost structure or profit margins and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c. provide an insight into the Supplier's views on the likelihood of termination occurring under clause 25.4 and 25.7 and the level of risk which the Supplier was willing to accept;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
42.	<p>Clauses 29.1(b), 29.1(c), 29.1(d) and 29.1(e) "Limitation of liability" and</p> <p>Clause 29.2 "Exclusion of certain loss"</p>	<p>The information redacted are the whole subclause or part of the subclause.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out commercially sensitive information regarding limits on the Supplier's liability and exclusions of the parties' liabilities;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Purchaser and the Supplier in relation to liability under the CAF Supply Contract. Exposing this information may provide insight into the Supplier's views on</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>its potential capabilities and likelihood of the Supplier being held liable for the events identified in clause 29.1; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
43.	Clause 31.24(b) "Expenses"	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information addresses the apportionment of risk between the parties in respect of tax;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
ANNEXURES TO THE RESTATED CONTRACT				
44.	Annexure Part A Items 2, 4, 6, 6A, 6B, 7(a), 10(a), 10(b), 12(c), 12(f), 17, 23, 23A, 25, 31, 35, 37 and 40	The information redacted are names, contact details, dates, percentages, monetary amounts and further particulars.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's cost structure or profit margins, full base case financial model and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out information (including commercially sensitive information) which includes:</p> <ul style="list-style-type: none"> a. names, position titles and contact details of individuals; b. dates for achievement of certain deliverables; c. the amount of security required to be provided by the Supplier; d. the particulars of systems and the names of the supplying subcontractors; e. Defects Liability Periods; f. interest rates applicable on overdue payment;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<ul style="list-style-type: none"> g. rate for payment of liquidated damages; h. the Supplier's limitation of liability; and i. other particulars as indicated by the Item headings and context surrounding the redacted particulars; <p>b) the disclosure of the redacted information would:</p> <ul style="list-style-type: none"> a. reveal the apportionment of risk negotiated between the parties, provide insight into the Supplier's views on its own capabilities and the level of risk which it was willing to price and accept in respect of a number of technical and commercial issues including: <ul style="list-style-type: none"> i. its ability to achieve key milestones such as Delivery, Provisional Operational Completion and Operational Completion; ii. limits of liability, provision of security and ongoing obligations to rectify Defects; and iii. programming of the work under the CAF Supply Contract; b. disclose personal information of individuals, including names and contact details; <p>c) if the information were revealed it could place the Supplier at a substantial commercial disadvantage</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>in future projects of a similar nature and diminish the competitive commercial value of that information to the Supplier, as the information would be readily accessible to other contractors who the Supplier may have to negotiate or bid against; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
45.	Annexure Part C "Additional Contract Sum"	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's cost structure, profit margins or full base case financial model and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the Additional Contract Sum and the monetary amounts payable in respect of each of the components forming part of the Supplementary Amount;</p> <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the Supplier's cost structure, profit margins and its financial model;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) disclosure of the redacted information may provide insight on how the Supplier priced and accepted the work for the project;</p> <p>d) if this information were revealed, it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature and diminish the competitive commercial value of that information to the Supplier, as the information would be readily accessible to other contractors who the Supplier may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Supplier's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
46.	Annexure Part E "Part 2 – Additional LRV Specification"	The information redacted is the entire Part 2 of Annexure Part E.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's cost structure or profit margins, full base case financial model and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out description of scope inclusions and the cost of the Supplier performing the work set out in the Annexure and the time periods within which the Purchaser must give the Supplier notice to procure those works;</p> <p>b) the disclosure of the redacted information would reveal commercial-in-confidence information as its disclosure would provide visibility on the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Supplier's cost structure, profit margins and its financial model;</p> <p>c) the disclosure of the redacted information would provide insight into the Supplier's views on its own capabilities and supply chain-lead times;</p> <p>d) if the information were revealed it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature and diminish the competitive commercial value of that information to the Supplier, as the information would be readily accessible to other contractors who the Supplier may have to negotiate or bid against; and</p> <p>e) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
47.	Annexure Part E "Part 3 – Supplementary Vehicles Specification"	The information redacted is part of the Annexure.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is commercial-in-confidence as its disclosure would provide</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Sections 2.2 and 2.3		<p>disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>visibility on procurement lead-times for Insurance Spares and Specialist Maintenance Tools; and</p> <p>b) if this information were revealed, it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature and diminish the competitive commercial value of that information to the Supplier, as the information would be readily accessible to other contractors who the Supplier may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Supplier's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
48.	Annexure Part E "Part 3 – Supplementary Vehicles Specification" Section 3.9, paragraphs (a) to (j)	The information redacted is part of the Annexure.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the agreed minimum design lives for various components of the Supplementary Vehicles;</p> <p>b) the disclosure of the redacted information would provide insight into the Supplier's views on its own capabilities and the level of risk which the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Supplier was willing to price and accept for the project; and</p> <p>c) if this information were revealed, it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature and diminish the competitive commercial value of that information to the Supplier, as the information would be readily accessible to other contractors who the Supplier may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Supplier's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
49.	Annexure Part E "Part 3 – Supplementary Vehicles Specification" Section 7.1	The information redacted is part of the Annexure.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) if revealed, this information could prejudice the effective exercise by TfNSW of its functions; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
50.	Annexure Part E "Part 3 – Supplementary Vehicles Specification" Section 52.7, paragraphs (a) to (c)	The information redacted is part of the Annexure.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) if revealed, this information could prejudice negotiations between TfNSW and a third party with respect to a matter related to the supply of the Supplementary Vehicles; b) the disclosure of the redacted information would provide insight into the level of risk which the Supplier was willing to price and accept in respect of the project; and c) if this information were revealed, it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors and future clients who the Supplier may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Supplier's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
51.	Annexure Part E "Part 3 – Supplementary Vehicles Specification" Section 52.23	The information redacted is part of the Annexure.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure of the redacted information would reveal information prejudicial to the Supplier's legitimate business and commercial interests; and b) if this information were revealed, it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors and future clients who the Supplier may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Supplier's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
52.	Annexure Part E "Part 3 – Supplementary Vehicles Specification" Section 54.3(b)	The information redacted is a distance.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the information would reveal an arrangement agreed between the parties in respect of the supply of the Supplementary Vehicles and if disclosed could prejudice the effective exercise by an agency of the agency's

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>functions by making this information known to other contractors;</p> <p>b) the disclosure of the redacted information would provide insight into the level of risk which the Supplier was willing to price and accept in respect of the project; and</p> <p>c) if this information were revealed, it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors and future clients who the Supplier may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Supplier's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
53.	Annexure Part E "Part 3 – Supplementary Vehicles Specification" Section 57	The information redacted is part of the Annexure.	Refer to Item 20 above.	Refer to Item 20 above.
54.	Annexure Part E "Part 3 – Supplementary	The information redacted is a description of requirements for	Refer to Item 51 above.	Refer to Item 51 above.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Vehicles Specification" Item 2 of Appendix E	the Design Management Plan.		
55.	Annexure Part E "Part 3 – Supplementary Vehicles Specification" Item 16 of Appendix E	The information redacted is a description of requirements for the Quality Guide.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure of the redacted information would reveal information prejudicial to the Supplier's legitimate business and commercial interests when working with third party contractors in connection with the project; and</p> <p>b) if this information were revealed, it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors and future clients who the Supplier may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Supplier's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
56.	Annexure Part E "Part 3 – Supplementary	The information redacted is a description of	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Purchaser weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Vehicles Specification" Item 19 of Appendix E	requirements for the LRV Delivery (Transportation) Plan.	<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <p>a) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in connection with the project; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
57.	Annexure Part E "Part 3 – Supplementary Vehicles Specification" Appendix J	The information redacted is the entirety of Appendix J of the Supplementary Vehicles Specification.	<p><i>Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal intellectual property in which the Supplier has an interest and would place the Supplier at a substantial commercial disadvantage in relation to other contractors or potential competitors.</p> <p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) disclosure of this information would result in the disclosure of commercial-in-confidence provisions of a government contract and would provide insight into the Supplier's views on its capabilities and the level of risk which it was willing to price and accept;</p> <p>b) the redacted information includes information which, if disclosed, may:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 2(d) and 2(e) of the table in section 14</i></p> <p>The disclosure of this information could reasonably be expected to endanger, or prejudice any system or procedure for protecting, the life, health or safety of any person or endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<ul style="list-style-type: none"> a. expose security vulnerabilities in the Supplementary Vehicles and the IWLR; and b. endanger the security of, and prejudice the system developed for protecting, the IWLR; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>The Purchaser considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
58.	Annexure Part H "Payment Schedule"	The information redacted is a table.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's cost structure, profit margins or full base case financial model and would place</p>	The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information provides a breakdown of the amounts forming part of the Additional Contract Sum;</p> <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the Supplier's cost structure, profit margins and its financial model;</p> <p>c) disclosure of the redacted information may provide insight on how the Supplier priced and accepted the work for the project; and</p> <p>d) if this information were revealed, it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature and diminish the competitive commercial value of that information, as the information would be readily accessible to other contractors who the Supplier may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Supplier's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
59.	Annexure Part J "Option Pricing Schedule"	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's cost structure, profit margins or full base case financial model and would place</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information provides a breakdown of scope and pricing information in respect of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>options able to be exercised by the Purchaser under the CAF Supply Contract;</p> <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the Supplier's cost structure, profit margins and its financial model;</p> <p>c) the disclosure of the redacted information would provide insight into the Supplier's views on its own capabilities and supply chain-lead times and procurement assumptions; and</p> <p>d) if this information were revealed, it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature and diminish the competitive commercial value of that information, as the information would be readily accessible to other contractors who the Supplier may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Supplier's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
60.	Annexure Part L Forms of Deeds Poll	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial</p>	The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information provides forms of Deeds Poll which the Supplier may be required to execute in favour of third parties;</p> <p>b) the disclosure of the redacted information would provide insight into the level of risk which the Supplier was willing to price and accept in respect of liabilities to third parties; and</p> <p>c) if this information were revealed, it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors and future clients who the Supplier may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Supplier's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
61.	Annexure Part N "Supplier's Key Personnel"	The information redacted are position titles, locations and names of individuals.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information could reveal an individual's personal information.</p> <p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the names, locations and position titles of the Supplier's Key Personnel which would reveal personal information;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the disclosure of the redacted information would provide insight into the Supplier's resourcing capabilities, information about its key project personnel and the Supplier's views on key workstreams within the project; and</p> <p>c) if this information were revealed, it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors and future clients who the Supplier may have to negotiate or bid against and diminish the competitive commercial value of this information to the Supplier. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Supplier's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
62.	Annexure Part U "Form of Escrow Agreement"	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out a form of Escrow Agreement to be entered into by the Purchaser, the Supplier and the Escrow Agent;</p> <p>b) the disclosure of the redacted information would:</p> <p>a. provide insight into the level of risk which the Supplier was willing to price and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>accept in respect of depositing information in escrow; and</p> <p>b. disclose a pro-forma version of this agreement which may have been the subject of further development prior to being issued to the Escrow Agent;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
63.	Annexure Part W "Interface Annexure"	The information redacted is part of the schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out an allocation of responsibility between the Purchaser, the Supplier and other interfacing parties in respect of key interface actions nominated in the Annexure;</p> <p>b) the disclosure of the redacted information would:</p> <p>a. provide insight into the level of interface risk which the Supplier was willing to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>price and accept and provide insight into the Supplier's views on its own capabilities and those of the interfacing parties; and</p> <p>b. reveal an itemisation of work which the Purchaser and the Supplier have invested time in developing and negotiating, which the parties may wish to use in future bids or procurements;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
64.	Annexure Part X "Testing and Commissioning Responsibility Matrix"	The information redacted is part of the schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information provides for certain rights and responsibilities as between the Purchaser, the Supplier and third parties in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>relation to testing and commissioning activities nominated in the Annexure;</p> <p>b) the disclosure of the redacted information would:</p> <ul style="list-style-type: none"> a. provide insight into the apportionment of risk and responsibility between the Purchaser, the Supplier and other third parties in relation to testing and commissioning of the LRVs; b. reveal the level of risk which the Supplier was willing to price and accept in respect of testing and commissioning and provide insight into the Supplier's views on its own capabilities; and c. reveal an itemisation of work which the Purchaser and the Supplier have invested time in developing and negotiating, which the parties may wish to use in future bids or procurements; <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
65.	Annexure Part Z "Price List – Insurance Spares and Specialist Maintenance Tools"	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Supplier's cost structure, profit margins or full base case financial model and would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information provides a breakdown of the quantity and price information for Insurance Spares and Specialist Maintenance Tools to be supplied by the Supplier; b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on: <ul style="list-style-type: none"> a. the Supplier's cost structure, profit margins and its financial model; and b. procurement lead-times for each Insurance Spare and Specialist Maintenance Tool; c) disclosure of the redacted information may provide insight on how the Supplier priced and accepted the work for the project and would provide insight into the Supplier's views of its own capabilities; d) if this information were revealed, it could place the Supplier at a substantial commercial disadvantage in future projects of a similar nature and diminish the competitive commercial value of that information to the Supplier, as the information would be readily accessible to other

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>contractors who the Supplier may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Supplier's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
66.	Annexure Part AA "KPI Regime"	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Supplier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out KPI Regimes negotiated by the Purchaser and the Supplier; b) the disclosure of the redacted information would provide insight into the Purchaser's key project drivers and targets the Supplier's views on its capabilities in achieving those targets; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>The public interest in favour of disclosure has been served by revealing the existence of a KPI regime.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Annexure Part AB "Maintenance"	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information addresses scope to be performed by the Supplier during an interim period after Delivery of the LRVs; b) exposing this information may provide insight into the Supplier's views on its potential capabilities and the level of risk which the parties were willing to price and accept; and c) exposing the redacted information may enable potential future clients to use that information to their advantage in negotiations with the Supplier, thereby prejudicing the Supplier's negotiating position. Therefore the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
68.	Annexure Part AD "COVID-19 Mitigation Measures"	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a template of COVID-19 Mitigation Measures required to be completed by the Supplier; b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating the effects of COVID-19 with other contractors. The public interest in favour of disclosure has been served by revealing that the CAF Supply Contract addresses the impacts of COVID-19. In light of this disclosure there is an overriding public interest against the disclosure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
69.	Annexure Part AE "Alstom EHS Plan"	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Purchaser weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose information within the document which has been designated as "commercial in confidence".</p> <p>The Purchaser considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
70.	Annexure Part AF	The information redacted is the schedule heading and the entire schedule.	Refer to Item 36 above.	Refer to Item 36 above.