

Government Information (Public Access) Act 2009

Explanatory Table

Sydney Metro City & Southwest – Independent Certification of the Martin Place Metro Station Project Works - Independent Certifier Deed (Station Delivery Deed)

Contract Number: 11515

In preparing this explanatory table (**Explanatory Table**), the Sydney Metro (the **Principal**) has:

- (a) identified the reason(s) under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**) for each disclosure or non-disclosure (as applicable); and
- (b) weighed each non-disclosure 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; and
- (c) italicised terms in this Explanatory Table have the same meaning as given to that term in the GIPA Act.

Item	Information required under GIPA Act	Response	Reason(s) for non-disclosure under GIPA Act
1.	<p><i>Section 29(a)</i></p> <p>The name and business address of the contractor.</p>	<p>The contract is tripartite between:</p> <ol style="list-style-type: none"> 1. Sydney Metro (ABN 12 354 063 515) of Level 43, 680 George Street, Sydney NSW 2000 (the Principal); 2. Macquarie Group Limited (ABN 94 122 169 279) of Level 6, 50 Martin Place, Sydney NSW 2000 (Macquarie); and 3. Advisian Pty Ltd (ABN 50 098 008 818) of Level 17, 141 Walker Street, North Sydney NSW 2060 (the Independent Certifier), <p>under which the Principal engages the Independent Certifier to perform independent certification services in respect of the Station Delivery Deed.</p>	
2.	<p><i>Section 29(b)</i></p> <p>Particulars of any related body corporate (within the meaning of the <i>Corporations Act 2001</i> of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract.</p>	<p>The Independent Certifier is a subsidiary of WorleyParsons Limited (ABN 17 096 090 158).</p> <p>See item 18 below.</p>	
3.	<p><i>Section 29(c)</i></p> <p>The date on which the contract became effective and the duration of the contract.</p>	<p>The effective date of the contract is 6 August 2019. The duration of the contract aligns with the duration of the design & construction deed titled "Martin Place Metro Station Project Station Delivery Deed" between the Principal and Macquarie dated 12 September 2018 (the Station Delivery Deed).</p>	

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4.	<p><i>Section 29(d)</i></p> <p>Particulars of the project to be undertaken, the goods or services to be provided or the real property to be leased or transferred under the contract.</p>	<p>The Independent Certifier has been engaged by the Principal under the contract to provide independent certification services in respect of the works to be undertaken by Macquarie in accordance with the Station Delivery Deed.</p> <p>This includes:</p> <ul style="list-style-type: none"> a) certifying that the works have been designed and constructed in accordance with the Station Delivery Deed; b) acting independently of the Principal and Macquarie; c) attending regular progress meeting in respect of design and construction; d) inspecting Macquarie's activities under the Station Delivery Deed; and e) notifying parties of non-compliances. 	
5.	<p><i>Section 29(e)</i></p> <p>The estimated amount payable to the contractor under the contract.</p>	<p>As a <i>class 2 contract</i>, the value of the contract is between \$150,000 and \$5,000,000.</p>	<p>The estimated amount payable is commercial-in-confidence and will not be disclosed pursuant to section 32(1)(a) of the GIPA Act.</p>
6.	<p><i>Section 29(f)</i></p> <p>A description of any provisions under which the amount payable to the contractor may be varied.</p>	<p>Adjustment may be made by the Principal for reasonable increases or decreases in the cost to the Independent Certifier based on a Schedule of Rates included in the contract.</p>	<p>All other provisions in respect of section 29(f) are commercial-in-confidence and will not be disclosed pursuant to section 32(1)(a) of the GIPA Act.</p>

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7.	<p><i>Section 29(g)</i></p> <p>A description of any provisions with respect to the renegotiation of the contract.</p>	<p>Under the terms of the contract, it may only be varied by a deed executed by or on behalf of each of the parties.</p>	
8.	<p><i>Section 29(h)</i></p> <p>In the case of a contract arising from a tendering process, the method of tendering and a summary of the criteria against which the various tenders were assessed.</p>	<p>The request for tender (RFT) was issued to entities selected following a registration of interest (ROI) process. Responses to the RFT were evaluated by determining the best value for money having regard to the following evaluation criteria:</p> <ul style="list-style-type: none"> (a) delivery capability and capacity; (b) proven relevant experience; (c) availability of skilled and experienced personnel; (d) organisational compatibility and alignment; (e) compliance with contract terms; (f) fee proposal; and (g) other capability criteria. 	
9.	<p><i>Section 29(i)</i></p> <p>A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services.</p>	<p>Not applicable. This is a contract for the provision of independent certification services.</p>	
10.	<p><i>Section 30(2)(a)</i></p> <p>Particulars of future transfers of significant assets to the State at zero, or nominal, cost to the State, including the date of their proposed transfer.</p>	<p>Not applicable. This is a contract for the provision of independent certification services.</p>	

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11.	<p><i>Section 30(2)(b)</i></p> <p>Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer.</p>	<p>Not applicable. This is a contract for the provision of independent certification services.</p>	
12.	<p><i>Section 30(2)(c)</i></p> <p>The results of any cost-benefit analysis of the contract conducted by the agency.</p>	<p>Not applicable. This contract is a requirement under the Station Delivery Deed.</p>	
13.	<p><i>Section 30(2)(d)</i></p> <p>The components and quantum of the public sector comparator if used.</p>	<p>Not applicable. This contract is a requirement under the Station Delivery Deed.</p>	
14.	<p><i>Section 30(2)(e)</i></p> <p>If relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges).</p>	<p>Not applicable.</p>	
15.	<p><i>Section 30(2)(f)</i></p> <p>If relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved.</p>	<p>Not applicable. This is a contract for the provision of independent certification services.</p>	

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16.	<p><i>Section 30(2)(g)</i></p> <p>Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into.</p>	<p>Under the terms of the Sydney Metro City & Southwest Greenfield Independent Certifier Framework Agreement (Contract No: 11512) dated 21 December 2018 (the Framework Agreement) the Independent Certifier must provide a Parent Company Guarantee duly executed by WorleyParsons Limited (ABN 17 096 090 158) (the Guarantor) in favour of the Principal as the beneficiary guaranteeing payment and performance by the Independent Certifier under any independent certifier deed entered into pursuant to the Framework Agreement. This includes the contract.</p>	
17.	<p><i>Section 30(2)(h)</i></p> <p>Particulars of any other key elements of the contract.</p>	<p>Not applicable.</p>	