

## GOVERNMENT CONTRACTS REGISTER – INDEPENDENT CERTIFIER DEED

### Name and address of procuring entity

Public Transport Ticketing Corporation (ABN 57 443 320 873) of Level 20, Town Hall House, 456 Kent Street, Sydney NSW 2000

### Date of contract

10 May 2010

### Information required for Class 1 contracts *(reference: GIPA Act, section 29)*

Information required	Response
(a) The name and business address of the contractor	The contract is tripartite between the Public Transport Ticketing Corporation and:  1 Cubic Transportation Systems (Australia) Pty Limited ABN 82 003 617 561 of Level 23, 227 Elizabeth Street, Sydney NSW 2000  2 Arup Pty Ltd ABN 18 000 966 165 of Level 10, 201 Kent Street, Sydney NSW 2000
(b) Particulars of any related body corporate (within the meaning of the Corporations Act 2001 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	Not applicable.
(c) The date on which the contract became effective and the duration of the contract	Effective date of the contract is 18 May 2010 and the duration of the contract aligns with the duration of the Project Deed for the provision of an electronic ticketing system for public transport in the greater Sydney region between the PTTC and Cubic Transportation Systems (Australia) Pty Limited dated 7 May 2010 ( <b>Project Deed</b> ).
(d) 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	Arup Pty Ltd is engaged under the contract to provide independent certification services in respect of the Project Deed.

Information required	Response
(e) The estimated amount payable to the contractor under the contract	\$11 million (plus disbursements) (estimated).
(f) A description of any provisions under which the amount payable to the contractor may be varied	The contract contains provisions for the amounts payable to Arup Pty Ltd to be increased on an annual basis and otherwise adjusted if the scope of the independent certification functions under the contract is varied.
(g) A description of any provisions with respect to the renegotiation of the contract	Not applicable.
(h) 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>Request for tenders (RFT) issued to entities selected from the Department of Commerce Performance and Management Services Prequalification Scheme.</p> <p>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"> <li>(a) delivery capability and capacity;</li> <li>(b) proven relevant experience;</li> <li>(c) availability of skilled and experienced personnel;</li> <li>(d) customer outcomes;</li> <li>(e) organisational compatibility and alignment;</li> <li>(f) compliance with contract terms;</li> <li>(g) fees proposal; and</li> <li>(h) other capability criteria.</li> </ul>
(i) A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services	Not applicable.

**Information required for Class 2 contracts** (reference: GIPA Act, section 30)

Information required	Response
(a) 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	Not applicable.
(b) Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer	Not applicable.
(c) The results of any cost-benefit analysis of the contract conducted by the agency	The independent certifier contract was a requirement of the Project Deed. The result of PTTC's cost-benefit analysis was positive.
(d) The components and quantum of the public sector comparator if used	Not applicable.
(e) 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)	Not applicable.
(f) 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	Not applicable.
(g) 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	Not applicable.
(h) Particulars of any other key elements of the contract	Refer to contract (separately disclosed).

**Information required for Class 3 contracts** (reference: GIPA Act, sections 31 & 32)

Information required	Response
The reasons why the contract or those provisions have not been included in the register	Certain provisions of the contract have not been disclosed as permitted under section 32 of the <i>Government Information (Public Access) Act 2009</i> (NSW). The remainder of the contract has been published.
A statement as to whether it is intended that the contract or those provisions will be included in the register at a later date and, if so, when it is likely that they will be included	It is not currently intended that the provisions which have not been disclosed will be included in this Government Contracts Register at a later date.
If some but not all of the provisions of the contract have been included in the register, a general description of the types of provisions that have not been included	Refer to separate Attachment.

## Attachment

Certain provisions of the contract have not been disclosed on the basis they are “commercial-in-confidence provisions” as defined in Schedule 4 of the *Government Information (Public Access) Act 2009* (NSW). Such provisions fall into one of the following categories:

<b>Commercial-in-confidence (a)</b>	<i>Provision redacted or removed as it discloses the Contractor’s financing arrangements (paragraph (a) of the definition of “commercial-in-confidence provisions”).</i>
<b>Commercial-in-confidence (b)</b>	<i>Provision redacted or removed as it discloses the Contractor’s cost structure or profit margins (paragraph (b) of the definition of “commercial-in-confidence provisions”).</i>
<b>Commercial-in-confidence (c)</b>	<i>Provision redacted or removed as it discloses the Contractor’s full base case financial model (paragraph (c) of the definition of “commercial-in-confidence provisions”).</i>
<b>Commercial-in-confidence (d)</b>	<i>Provision redacted or removed as it discloses intellectual property in which the Contractor has an interest (paragraph (d) of the definition of “commercial-in-confidence provisions”).</i>
<b>Commercial-in-confidence (e)</b>	<i>Provision redacted or removed as it discloses a matter the disclosure of which would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (paragraph (e) of the definition of “commercial-in-confidence provisions”).</i>

The following provisions of the contract have not been disclosed:

<b>Clause reference</b>	<b>Clause title / description</b>	<b>Basis for non-disclosure</b>
1.1	Definition of “Fee”	Commercial-in-confidence (b) & Commercial-in-confidence (e)
1.1	Definition of “Independent Certifier Developed IP”	Commercial-in-confidence (d) & Commercial-in-confidence (e)
1.1	Definition of “Independent Certifier Project IP”	Commercial-in-confidence (d) & Commercial-in-confidence (e)
1.1	Definition of “Independent Certifier Retained IP”	Commercial-in-confidence (d) & Commercial-in-confidence (e)

<b>Clause reference</b>	<b>Clause title / description</b>	<b>Basis for non-disclosure</b>
1.1	Definition of "Insurance"	Commercial-in-confidence (b) & Commercial-in-confidence (e)
1.1	Definition of "Insurance Letter"	Commercial-in-confidence (b) & Commercial-in-confidence (e)
1.1	Definition of "Project Budget"	Commercial-in-confidence (b) & Commercial-in-confidence (e)
1.1	Definition of "Schedule of Rates"	Commercial-in-confidence (b) & Commercial-in-confidence (e)
3	Payment	Commercial-in-confidence (b) & Commercial-in-confidence (e)
12	Insurance and Indemnity	Commercial-in-confidence (b) & Commercial-in-confidence (e)
19	Intellectual Property	Commercial-in-confidence (d) & Commercial-in-confidence (e)
Schedule 2	Payment Schedule	Commercial-in-confidence (b) & Commercial-in-confidence (e)
Schedule 5	Independent Certifier's Certificate	Commercial-in-confidence (e)
Schedule 7	Specified Personnel	Commercial-in-confidence (e)