



# Western Sydney Airport

**Main Works Package 2 – Terminal and Specialty Works  
Registration of Interest (ROI)**

August 2019

WSA20-BECHTEL-00000-PR-PLN-000001 Rev 00



**Western  
Sydney  
Airport**

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## Information for Interested Parties

WSA invites interested parties to register to receive the Expression of Interest (EOI) for the Main Works Package 2 – Terminal and Specialty Works for the design and construction of the terminal building and precinct (including specialty sub-packages such as the baggage handling system (BHS), security systems (including access control measures), information technology architecture and network, aerobridges and lifts and escalators) for Western Sydney International (Nancy-Bird Walton) Airport (**Western Sydney International**).

## Indicative timetable

Milestone	Indicative date
ROI Closing Date	23 September 2019
Evaluation of ROIs by WSA	Late-September 2019
Market Engagement with successful registrants	October 2019
EOI Issued	Late January 2020
Release of RFT	Mid 2020
Contract Award	Early to mid-2021
Terminal and Specialty Works completed	Early 2025

The indicative timetable is provided for guidance only and does not impose any obligations on WSA. WSA may change the indicative timetable at its absolute discretion at any time and from time to time.

## WSA Representative

All contact with WSA during the ROI process must be directed to WSA's representative. WSA's representative for this procurement process is:

Attention: Tom Ussia

Position: WSA General Manager Commercial Delivery

Email: [tenders@wsaco.com.au](mailto:tenders@wsaco.com.au)

All contact with WSA during the subsequent EOI and Request for Tender (RFT) processes must be in writing and via the WSA Data Room.

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# 1 Introduction

The purpose of this section is to provide an overview of key information relating to the Main Works Package 2 – Terminal and Specialty Works for Western Sydney International to enable interested parties to register for the EOI.

## 1.1 Western Sydney International

Western Sydney International will provide much-needed additional aviation capacity to meet the growing demand in the Sydney basin and improve access to flights for people in Western Sydney. One of Australia's most significant infrastructure projects in decades, the international and domestic airport will open in 2026. The initial development of Western Sydney International involves delivery of a single 3.7-kilometre runway, terminal and airport facilities to provide for up to 10 million annual passengers.

## 1.2 WSA

In August 2017, the Commonwealth established WSA Co Limited (**WSA**), a Government Business Enterprise constituted under the *Corporations Act 2001* (Cth) and operating under the *Public Governance, Performance and Accountability Act 2013* (Cth), to deliver and operate Western Sydney International.

WSA is wholly owned by the Commonwealth. Further details regarding WSA, including details in relation to the chairman and board, can be found online at the WSA website ([www.wsaco.com.au](http://www.wsaco.com.au)).

## 1.3 Planning and Regulatory context

Development of Western Sydney International is subject to a Commonwealth environment and development approvals framework under the Airports Act 1996 (Cth) (**Airports Act**). The Airports Act provides for the development of an 'Airport Plan' for Western Sydney International that provides the overarching development approval.

The Airport Plan, which was determined in December 2016, permits the carrying out of the Stage 1 Development specified in the Airport Plan without the need for a major development plan or master plan. The conditions set out in Part 3 of the Airport Plan must be complied with in the planning, construction and operation of Western Sydney International. The Airport Plan is publicly available online via the WSA website.

A pre-condition to determination of the Airport Plan was finalisation of an Environmental Impact Statement (EIS). In preparing the EIS, the Commonwealth undertook a comprehensive study of the environmental, social and economic impacts that Western Sydney International could potentially have on the Airport Site and surrounding areas. The EIS identifies a number of mitigation measures to be implemented in order to minimise the impacts of the development of Western Sydney International. The EIS is also publicly available online via the WSA website.

All Interested Parties will be expected to inform themselves of the conditions and requirements of the Airport Plan and EIS to facilitate the preparation of high-quality tenders.

### 1.3.1 Airport Building Controller

Because Western Sydney International is to be developed in accordance with the Airports Act requirements, the Terminal and Specialty Works will require approval from the Airport Building Controller and the submission requirements under law are outlined in the Airports (Building Control) Regulations 1996 (Cth). For the purposes of that regulation, WSA is the "airport-lessee company."

## 1.4 Airport Site

Western Sydney International will be developed on around 1,700 hectares of Commonwealth-owned land at Badgerys Creek in Western Sydney (**Airport Site**). The Airport Site is approximately 50 kilometres from Sydney's central business district.

The Airport Site is bounded by Elizabeth Drive to the north, Willowdene Avenue to the south, Luddenham and Adams Road to the west and Badgerys Creek to the east. The existing terrain is made up of undulating topography, and substantial earthworks are required to create a level surface to allow construction.

The Airport Site is owned by the Commonwealth and is leased to WSA for the purpose of developing and operating Western Sydney International under an airport lease (Airport Lease). The Airport Site location is illustrated in Figure 1-1.

**Figure 1-1 Airport Site location**



## 1.5 Procurement approach

The current main works procurement packaging strategy for the delivery of Western Sydney International is:

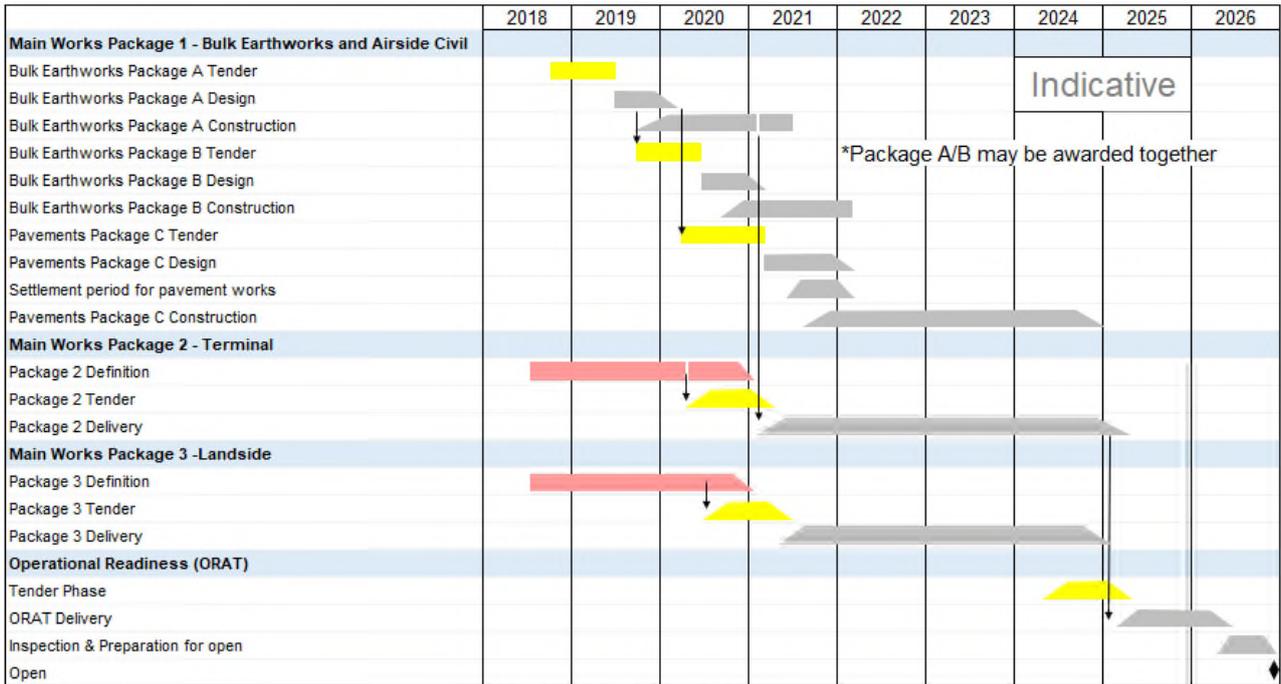
- (a) **Bulk Earthworks Package A** – The first of the bulk earthworks packages to develop the airport platform, including design for the mastergrading, bulk earthworks and trunk drainage and construction activities for the bulk earthworks in the Package A Site (to be determined as part of the Bulk Earthworks Package A procurement process – nominally half of the total bulk earthworks);
- (b) **Bulk Earthworks Package B** – The second bulk earthworks package to complete the final design and construction of the bulk earthworks that are not included in the Package A Site. Note that this package may be combined with Bulk Earthworks Package A through the Bulk Earthworks Package A procurement process;
- (c) **Pavements Package C** – The design and construction of all airside services and utilities, including all aircraft pavements (runway, taxiways), engine run up pad, compass swing platform, isolation stand, airside

roads (including associated signs and markings), landscaping and aeronautical ground lighting system (including associated sub-station buildings), navigational aids and other specialist systems;

- (d) **Terminal and Specialty Works** – The design and construction of all works within the terminal precinct, including the terminal building, plaza, connections to the rail station, bus station, taxi ranks and car parks, roads footpaths and external ancillary buildings. The specialty works will include, among others:
- (i) BHS;
  - (ii) security systems;
  - (iii) IT architecture and network;
  - (iv) aerobridges and fixed links;
  - (v) apron and associated external utilities; and
  - (vi) lifts and escalators.
- (e) **Landside Civil and Building Works** – the design and construction of all landside works including the access and internal roads, bridges, various car parks (covered and uncovered), utilities and various ancillary buildings (e.g. water/wastewater facility, access control point facility, airside/landside perimeter fence, aviation fuel farm, offices, maintenance facilities and mechanical workshops). The utilities to be developed as part of this package may include:
- (i) electricity cables and associated facilities;
  - (ii) fire main;
  - (iii) natural gas and associated facilities;
  - (iv) potable water and associated facilities;
  - (v) recycled water and associated facilities;
  - (vi) storm water drainage;
  - (vii) sewer drainage;
  - (viii) telecommunications cables;
  - (ix) irrigation water and associated facilities; and
  - (x) site wide specialist systems.

An indicative program for the delivery of these works is provided in Figure 1-2.

**Figure 1-2 Indicative program for Western Sydney International**



The indicative approach and program do not identify all activities relating to the development of Western Sydney International and are provided for guidance only. No obligations are imposed on WSA to proceed with any works or processes on stated dates or otherwise.

## 2 Main Works Package 2 – Terminal and Specialty Works

### 2.1 Scope overview

A contractor is to be selected and appointed to perform the design and construction work for the terminal building and precinct (including airside works that are not within other Main Works Packages, such as aprons). The airport, terminal precinct and the terminal building are all to be designed to allow for staged development through incremental growth from 10 million annual passengers to 82 million annual passengers, with minimal disruption to passengers and operations. This includes optimising the design to facilitate the ability to switch between international and domestic operations.

The “terminal precinct” comprises the airport facilities which serve as the primary public interface to the airport, including the terminal building, fixed links to the apron, the terminal plaza, access roadways, car parks and transportation facilities including a connection to a planned rail station.

The terminal precinct must be developed in accordance with the following customer-centric design principles:

- (a) **safe and secure:** a design which generates a safe airport operating environment and mitigates security risks;
- (b) **speed:** free-flowing, intuitive wayfinding through smart design, no queues, dwell by choice (design driven);
- (c) **ease:** intuitive, highly-accessible, minimal transaction and interaction (unless by choice);
- (d) **reliability:** ensure customers receive a reliable processing in terms of transactions and timing;
- (e) **calming:** an experience and environment that minimises stress and promotes relaxation and calmness; and
- (f) **entertaining:** attractions, entertainment, amenity, retail and points of interest aligned to travellers and their accompanying friends and family.

In addition to the design and construction of the terminal building and precinct, the following specialty works are intended to be included in this package under, yet to be determined, specific commercial arrangements:

- (a) BHS;
- (b) security systems;
- (c) information technology architecture and network, including specialist systems (e.g. building management system, telecommunication and radio systems etc.);
- (d) aerobridges and fixed links;
- (e) apron and associated external utilities; and
- (f) lifts and escalators.

Please note that as part of WSA’s reference delivery strategy, WSA currently intend to separately issue tender documents for BHS providers so that WSA may separately procure the BHS provider and progress the BHS design. WSA may similarly seek to further progress the design or level of controls for other specialty works concurrent with the Main Works Package 2 – Terminal Specialty Works. Further information about the commercial structure is included in section 2.5.

### 2.2 Reference design

A detailed reference design and performance specifications are being developed by WSA’s Master Architect and Master Engineer for the terminal precinct (once appointed) and WSA intends to release these documents with the RFT documents to aid the tenderers’ understanding of WSA’s delivery requirements. The responsibility for developing a detailed design that complies with the requirements of the Terminal and Specialty Works contract and any risks associated with reliance on the reference design or other reference

materials will rest with the contractor. Tenderers' concept designs will be developed and submitted as part of the RFT process and that submission will form the basis of future design works.

## **2.3 Interfaces**

Given the concurrent delivery of works by contractors highlighted in Figure 1-2, there will be multiple interfaces for the works. WSA's intention is to establish a commercial framework which requires all contractors to focus not only on their specific scope of works but on the impacts and outcomes across all work packages, taking a best for project perspective.

Key interface areas relevant to the scope of this works include but not limited to:

- (a) pavements and aprons;
- (b) main road access to the terminal; and
- (c) rail station access to the terminal.

## **2.4 Procurement process**

WSA will procure the Main Works Package 2 – Terminal and Specialty Works contractor for the Project via a three-stage competitive process consisting of:

- (a) ROI (this process);
- (b) EOI process, with successful registrants from the ROI process; and
- (c) RFT process, with tenderers shortlisted from the EOI process.

The indicative timeline for this three-stage procurement process is provided in the Information for Interested Parties on page 3.

### **2.4.1 Collaborative process**

WSA recognises that a collaborative RFT process will facilitate the development of high-quality and well-considered tenders. Accordingly, it is anticipated that a collaborative RFT process will be undertaken which will provide the opportunity for tenderers to participate in structured interactive sessions including briefings, site inspections and positive guidance sessions with WSA, including collaboration with WSA's technical and commercial teams. This process will be designed to:

- (a) facilitate two-way communication between WSA and the tenderers;
- (b) ensure that the tenderers are aligned with WSA's project objectives;
- (c) ensure that tenderers have a clear understanding of the works;
- (d) facilitate a collaborative approach to the identification of project risks and the development of technical and commercial solutions to remove or mitigate these risks;
- (e) provide a forum for addressing design development to ensure alignment with WSA's requirements;
- (f) allow WSA to provide feedback to tenderers in relation their proposed technical and commercial solutions throughout the RFT process;
- (g) expedite the finalisation of contracts through discussion of proposed contractual issues and contractual documents prior to the lodgement of tenders; and
- (h) facilitate an early understanding of specific pricing elements of the tender.

### **2.4.2 Procurement expectations**

At different stages of this procurement process, Interested Parties will be expected to meet set criteria and provide supporting information that details the Interested Parties' compliance or their approach to delivering

the works (as applicable) to enable a thorough evaluation process prior to award. The criteria to be met and approaches sought may include, but are not limited to:

- (a) Compliance with the Code for the Tendering and Performance of Building Work;
- (b) Accreditation in accordance with the Work Health and Safety Accreditation Scheme;
- (c) Demonstrated financial capacity, capability and track record to successfully deliver the works;
- (d) Demonstrated health and safety performance and environmental and sustainability performance;
- (e) Demonstrated workplace relations performance;
- (f) Organisation structures and key personnel;
- (g) Approach to design, construction and testing and commissioning phases as well as interface management;
- (h) Ability to engage with border agencies in relation to the development of design;
- (i) Approach to achieving workforce targets to be nominated by WSA regarding local employment, learning workers, diversity and indigenous contracts;
- (j) Select initial versions of management plans;
- (k) Key equipment, plant and materials sourcing strategies;
- (l) A design and construction program; and
- (m) A concept design.

## **2.5 Commercial structure**

The delivery model proposed for the Terminal and Specialty Works package is a design and construct contract containing all works associated with the terminal precinct, including some elements that are subject to specialist design requirements that may be separately procured by WSA and incorporated via novation.

To provide flexibility to WSA, the proposed reference delivery strategy is to allocate elements of the works into different sub-packages, such as the separate procurement of the BHS, to afford WSA with greater control over design development where required. Additionally, other sub-packages may include works such as site establishment works as a means to potentially accelerate the program. The proposed reference delivery strategy also includes the categorisation of critical systems and technology elements into those required to be:

- (a) designed, procured and installed by the contractor;
- (b) designed and procured by WSA but installed and commissioned by the contractor; and
- (c) designed, procured and installed by WSA and commissioned by the contractor.

WSA will be seeking feedback from the market on the reference delivery strategy including scope of works, packaging and commercial structure. The successful registrants may be invited to participate in one-on-one sessions to discuss this further and provide feedback prior to release of the EOI. WSA will also be seeking information from tenderers on innovation and efficiencies that may improve the program.

Tenancy fit-out areas are for Government agencies only and all other tenancy fit-out, such as retail and lounge providers, may be performed by others. At this time stage, it is envisaged that the terminal and specialty works contractor will only provide utilities to tenancy lines and partitioned spaces for tenancy fit-out contractors to undertake separately (similar to the approach utilised in all major retail developments).

## 3 Registration

### 3.1 Minimum requirements

The following minimum requirements must be satisfied for an Interested Party to be eligible to receive the EOI documentation. WSA reserves its right to evaluate responses to this ROI on a comparative basis.

Minimum Requirement
<p>The Interested Party must demonstrate that it has completed or is currently working on similar work on a major infrastructure project within the past ten years, noting that:</p> <ul style="list-style-type: none"> <li>(a) Experience is to be detailed in the form of the project fact sheet included in Attachment 4, up to a maximum of two pages per project referenced;</li> <li>(b) The Interested Party's role in each project referenced should be that of a principal contractor responsible for the design and construction of the works, including testing and commissioning;</li> <li>(c) Similar major infrastructure projects may include aviation terminals, rail stations, hospitals, commercial facilities such as shopping centres or industrial facilities that include with integrated systems;</li> <li>(d) The value of works under contract for the Interested Party for each project referenced must exceed: <ul style="list-style-type: none"> <li>(i) \$250 million where the Interested Party was undertaking such services on two or more equivalent projects concurrently, or</li> <li>(ii) \$500 million (or \$250 million annually) for other projects.</li> </ul> </li> </ul>
<p>The Interested Party must demonstrate that it has the capacity to undertake the works by providing a description of its current work book and work off plan in the form of Attachment 5.</p>

### 3.2 Registration for the EOI

Interested Parties wishing to register to receive the EOI documentation must:

- (a) meet the minimum requirements in section 3.1;
- (b) complete and submit the Registration Document (Attachment 1, including provision of the required evidence for meeting the minimum requirements in the form of Attachments 4 and 5);
- (c) execute and submit the Confidentiality and Disclaimer Deed Poll (Attachment 2); and
- (d) complete and submit the WSA Data Room User Access Request Form (Attachment 3).

The completed documents must be in English and should be emailed to [tenders@wsaco.com.au](mailto:tenders@wsaco.com.au). Please ensure all emails include "Main Works Package 2 – Terminal and Specialty Works" in the subject line. Interested Parties will only be eligible to receive the EOI documents if items (a)-(d) above have been complied with.

In relation to any document required to be executed and submitted as part of this registration process, WSA will not accept electronic signatures and documents must be signed by hand and then scanned.

It is the responsibility of each Interested Party to ensure that all documents that are required to be executed by the Interested Party are executed in accordance with all applicable legal requirements so that the documents are valid and enforceable. If WSA is not satisfied with how an Interested Party has executed any document, WSA reserves the right to request the Interested Party to re-execute that document. The Interested Party should nominate a primary contact, who will be notified of the success or otherwise of the Interested Party's registration by WSA via email, together with the required details to access the EOI documents.

### **3.3 Enquiries and clarification questions**

Any questions about the registration process, including the Confidentiality and Disclaimer Deed Poll, should be submitted in writing to WSA's Representative as nominated in the Information for Interested Parties on page 3.

### **3.4 Interested Party communications**

Other than as provided in sections 3.2 and 3.3, Interested Parties must not contact:

- (a) the Australian Government (including all Federal Departments), or any of its agencies, officers, employees, agents or advisors;
  - (b) WSA, any of its officers, employees, agents or advisors;
  - (c) the New South Wales Government, any of its agencies, officers, employees, agents or advisors (including, Roads and Maritime Services);
  - (d) any local councils; or
  - (e) any elected representative of the Australian or New South Wales Governments,
- to discuss the Terminal and Specialty Works procurement process.

Interested Parties also must not use any media or other public communication channel:

- (f) in any way which may reflect adversely on Western Sydney International project or WSA in relation to the project; or
- (g) to make comment about matters associated with the Terminal and Specialty Works procurement process.

### **3.5 Anti-lobbying, improper interference and solicitation**

Interested Parties and their representatives must not engage directly or indirectly in lobbying, improper interference or solicitation of WSA, including but not limited to Ministers, and their advisors, Members of Parliament, public servants and WSA representatives and advisors with respect to any aspect relating to the procurement process or any activities which are likely to give rise to the perception that they have engaged in lobbying, improper interference or solicitation of WSA or its advisors.

### **3.6 Probity**

O'Connor Marsden & Associates Pty Ltd has been engaged by WSA to provide probity oversight during the procurement process for the Terminal and Specialty Works. The probity advisor for this procurement process is:

Name: John Renshaw

Phone: 0417 699 395

Email: [jrenshaw@ocm.net.au](mailto:jrenshaw@ocm.net.au)

### **3.7 Exclusion from procurement process**

At the sole discretion of WSA, any breach of this registration process (including this section 3) may lead to exclusion from the procurement process for the Terminal and Specialty Works.

## Attachment 1 – Registration Document

TO: WSA Co Limited (ABN 81 618 989 272)

BY: *[Interested Party to insert name, ACN and address of the Interested Party]*

We refer to the Registration of Interest for the Terminal and Specialty Works for Western Sydney International.

### Registration Submission

(a) We submit our registration on the basis of, and accept and agree with, the terms of the Registration of Interest document.

### Details of the Interested Party

Interested Party	Details
Legal name and ABN of Interested Party <i>(If the interested party is a consortium, include legal names and ABNs of each of its proposed members)</i>	
Address of the Interested Party <i>(Physical address to be provided, not a PO Box)</i>	
Website of the Interested Party	
Primary contacts	
Contact details for the primary contact(s)	
If a consortium, include names of Participants	

### Registration Requirement

Minimum Requirement	Submission Requirement
<p>The Interested Party must demonstrate that it has completed or is currently working on similar work on a major infrastructure project within the past ten years, noting that:</p> <ul style="list-style-type: none"> <li>(a) Experience is to be detailed in the form of the project fact sheet included in Attachment 4, up to a maximum of two pages per project referenced;</li> <li>(b) The Interested Party's role in each project referenced should be that of a principal contractor responsible for the design and construction of the works, including testing and commissioning;</li> <li>(c) Similar major infrastructure projects may include aviation terminals, rail stations, hospitals, commercial facilities such as shopping centres or industrial facilities that include with integrated systems;</li> <li>(d) The value of works under contract for the Interested Party for each project referenced must exceed: <ul style="list-style-type: none"> <li>(i) \$250 million where the Interested Party was undertaking such services on two or more equivalent projects concurrently, or</li> </ul> </li> </ul>	<p>Attach and refer to completed project fact sheets (no more than two pages per project referenced)</p>

(ii) \$500 million (\$500 million (or \$250 million annually) for other projects or \$250 million annually) for other projects	
The Interested Party must demonstrate that it has the capacity to undertake the works by providing a description of its current work book and work off plan in the form of Attachment 5.	Attach and refer to company work book and work off plan

DATED this                    day of                    2019

***[Note to Interested Parties: Interested Parties may reproduce signature blocks as required, so that where the Interested Party is a consortium, this Registration Document can be signed by each participant comprising the Interested Party.]***

**EXECUTED AND DELIVERED AS A DEED POLL** by ***[INSERT INTERESTED PARTY NAME and ABN]*** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

OR

**SIGNED, SEALED AND DELIVERED AS A DEED POLL** by ***[INSERT INTERESTED PARTY and ABN]*** under power of attorney in the presence of:

\_\_\_\_\_  
Signature of attorney

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date of power of attorney

## Attachment 2 – Confidentiality and Disclaimer Deed Poll

### Western Sydney International

THIS DEED is made on 2019

IN FAVOUR OF the Beneficiaries.

INTERESTED PARTY: *[Note to Interested Party: If Interested Party comprises more than one participant, each participant's name and ABN should be included.]*

Name:

ABN/ACN:

Address:

([together comprising] the **Interested Party**).

#### RECITALS:

- (A) WSA may disclose certain Confidential Information to the Interested Party and provide the Interested Party with access to certain Information Documents.
- (B) This Deed Poll sets out the terms that will apply in respect of the Interested Party's access to the Confidential Information and Information Documents.

#### THE PARTIES AGREE AS FOLLOWS:

##### 1. INTERPRETATION

###### 1.1 Definitions

The following definitions apply unless the context requires otherwise.

**Beneficiaries** means the beneficiaries of the Interested Party's promises under this Deed Poll, being WSA, the Commonwealth, and any entity notified under clause 7(h), and Beneficiary means any of them.

**Business Day** means any day other than a Saturday, Sunday or public holiday in Sydney, or 27, 28, 29, 30 and 31 December.

**Claim** includes any claim, action, demand or proceeding:

- (a) arising out of, or in connection with, any task, thing or relationship connected with the Project;  
or
- (b) otherwise at law or in equity including:
  - (i) by or for breach of statute;
  - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
  - (iii) for restitution, including restitution based on unjust enrichment.

The term "Claim" does not include a claim made against any Beneficiary by any third party, other than a third party to whom the Interested Party discloses the Information Documents, arising from a breach by such Beneficiary of an obligation which the Beneficiary owes to that third party in relation to the Information Documents.

**Commonwealth** means the Crown in right of the Commonwealth of Australia.

**Comprehensive Security Measures** means such reasonable IT and physical security measures and workplace policies as required to prevent unauthorised disclosure and use.

**Confidential Information** means:

- (a) Information Documents;
- (b) information acquired by the Interested Party or its Representatives in relation to the Project or the Works; and
- (c) any notes or other Documents which include the Confidential Information or any summary, extract or part of it, copies or any other thing derived from anything described in paragraph (a) or (b) of this definition,

whether or not marked as one or more of "Official", "Sensitive", "Commercial in Confidence", "Proprietary" or "Confidential", and which may be provided in writing, electronically, verbally or otherwise, but does not include any information which the Interested Party can demonstrate to be in the public domain or was known to the Interested Party at the time of disclosure other than through a breach of this Deed Poll or any other obligation of confidence.

**Document** means any type of document, including:

- (a) paper or other material on which there is writing, printing, marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and
- (b) any material from which sounds, images, writing or messages can be reproduced.

**Information Document** means any information, opinion, data, materials, models or document which is:

- (a) made available to the Interested Party through the Data Room;
- (b) issued or made available by, or on behalf of, any Beneficiary to the Interested Party in connection with the Project or any Procurement Documents process and which at the time of issue (or being made available) is expressly classified or stated to be an "Information Document";
- (c) issued or made available by, or on behalf of, any Beneficiary to the Interested Party in connection with the Project, but which is not intended to form part of any Procurement Documents (regardless of whether or not it is expressly classified or stated to be an "Information Document"), including any information, opinion, data, materials, models or document which is provided (including verbally or visually) by WSA at, or following from, any market sounding or briefing or WSA's participation in any early Interested Party involvement workshops or any other interactive engagement process under the Procurement Documents; or
- (d) referred to or incorporated by reference in an Information Document,

whether issued or made available before or after the date of this Deed Poll.

**Interested Party** means the entity or entities that have executed this Deed Poll.

**Registration of Interest** means the registration of interest in relation to the Works issued by WSA on or about 23 August 2019.

**Participant** means an entity which is a partner or joint participant in the Interested Party.

**Procurement Documents** means any registration, expression of interest, request for tender or similar procurement document in relation to the Works or the Project.

**Project** means the Western Sydney International (Nancy-Bird Walton) Airport project.

**Related Company** means a related body corporate as defined by section 9 of the Corporations Act 2001 (Cth).

**Representatives** means any employees, agents or contractors of the Interested Party or any Participant that are in any way involved in the Project or the Works.

**Works** means the Main Works Package 2 – Terminal and Specialty Works for the Project as described in the Registration of Interest.

**WSA** means WSA Co Limited ACN 618 989 272.

**WSA Data Room** means, as the context requires, any or all of:

- (a) the electronic data room containing documents, data and other information regarding the Works and /or Project;
- (b) the electronic data room containing WSA-initiated questions; and
- (c) any other electronic data room,

created and maintained by WSA for the purposes of the Works and any Procurement Documents process.

## **1.2 Interpretation**

In this Deed Poll unless the context otherwise requires:

- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (c) a reference to any party to this Deed Poll includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to this Deed Poll or to any other deed poll, deed, agreement, document or instrument is deemed to include a reference to this Deed Poll or such other deed poll, deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (e) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (f) a reference to:
  - (i) a party, clause or schedule is a reference to a party, clause or schedule of or to this Deed Poll; and

- (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (h) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Deed Poll or any part;
- (i) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated; and
- (j) headings do not affect the interpretation of this Deed Poll.

## **2. INTERESTED PARTY DISCLAIMER**

The Interested Party:

- (a) warrants that it will not rely upon the Procurement Documents or Information Documents as being proper, accurate, adequate, suitable, current, fit for purpose, reasonable, reliable or complete for the purposes of enabling the Interested Party to respond to the Procurement Documents or perform the Works which the Interested Party will be required to perform if it enters into any contract with WSA relating to the Works;
- (b) warrants that it will make its own independent evaluation of the accuracy, adequacy, suitability, currency, fitness for purpose, reasonableness, reliability and completeness of the Procurement Documents or Information Documents for the purposes of enabling the Interested Party to respond to the Procurement Documents or perform the obligations which the Interested Party will be required to perform if it enters into any contract with WSA relating to the Works;
- (c) acknowledges and agrees that:
  - (i) no representation or warranty (express or implied) has been or is made by the Beneficiaries or any of them (or by anyone on their behalf) to the Interested Party that:
    - A. the scope of works and any technical criteria, data or any other specifications, or drawings included in the Procurement Documents or Information Documents will represent a completed strategy for any works or services relating to the Works or the Project or that they are accurate, adequate, suitable, current, fit for purpose, reasonable or reliable for any purposes; and
    - B. the Procurement Documents or Information Documents or any advice or information given by any Beneficiary with respect to the Project, the Procurement Documents or the Information Documents, are accurate, adequate, suitable, current, fit for purpose, reasonable, reliable or complete for any purpose connected with the Project;
  - (ii) the Beneficiaries will provide it with the Information Documents for the information only of the Interested Party;

- (iii) the Information Documents or any information or data do not form part of the Procurement Documents and will not form part of any contract with respect to the Project (whether referred to in any contract, or included as a schedule, exhibit, annexure or otherwise);
  - (iv) none of the Beneficiaries owes any duty of care to the Interested Party with respect to the Procurement Documents or Information Documents;
  - (v) the Beneficiaries:
    - A. are not responsible for; and
    - B. make no representation, guarantee or warranty in respect of,
 

the contents of the Procurement Documents or Information Documents or any advice or information given by any Beneficiary with respect to the Project, the Procurement Documents or the Information Documents, including the accuracy, adequacy, suitability, currency, fitness for purpose, reasonableness, reliability or completeness of any reports, data, test results, samples, reports or geotechnical investigations, opinions, recommendations, findings or other information contained in the Procurement Documents or Information Documents;
  - (vi) the Procurement Documents or Information Documents will not purport to contain, or be, all of the information that an interested party (including the Interested Party) may require in order to make any decision to respond to the Procurement Documents or perform the obligations which the Interested Party will be required to perform if it enters into a contract with WSA for the performance of the Works;
- (d) for any purpose in connection with the Project, the Interested Party acknowledges and agrees that:
- (i) the Beneficiaries will be providing the Procurement Documents and Information Documents to the Interested Party in reliance upon the acknowledgements and warranties contained in this Deed Poll;
  - (ii) insofar as is permitted by law, the Beneficiaries will not be liable to the Interested Party upon any Claim arising out of or any way in connection with:
    - A. the provision of, or the purported reliance upon, or use of, the Procurement Documents or Information Documents by the Interested Party or any other person to whom the Procurement Documents or Information Documents are disclosed by the Interested Party; or
    - B. a failure by a Beneficiary to provide any information to the Interested Party; and
  - (iii) none of the Beneficiaries have any obligation to provide any additional information or to update the Procurement Documents or Information Documents or to correct or inform any person or entity of any inaccuracies in the Procurement Documents or Information Documents which may become apparent.

### **3. RELEASE AND INDEMNITY**

- (a) To the maximum extent permitted by law, the Interested Party:

- (i) unconditionally and irrevocably releases, discharges and indemnifies the Beneficiaries (or any of them) from and against:
  - A. any Claim, liability, loss, damage, cost or expense suffered or incurred in connection with, or arising out of or in connection with, any breach of this Deed Poll by the Interested Party or its Representatives or any disclosure of the Confidential Information by the Representatives other than as permitted by this Deed Poll;
  - B. any Claim against any Beneficiary by, or liability of any Beneficiary to, any person; or
  - C. (without being limited by clause 3(a)(i)(A)) any liabilities, costs, losses or damages suffered or incurred by any Beneficiary,
  - D. arising, now or in the future, in any way out of or in connection with the provision of, or the purported reliance upon, or use of, the Procurement Documents or Information Documents by the Interested Party, its Representatives or any other person to whom the Procurement Documents or Information Documents are disclosed by the Interested Party;
- (ii) unconditionally and irrevocably agrees that no Claim can be made by the Interested Party or its Representatives against a Beneficiary arising in any way from, or relating in any way whatsoever to, the Procurement Documents or Information Documents and hereby releases each Beneficiary from any such claim.
- (b) It is not necessary for a Beneficiary to incur expense or make payments before enforcing its right of indemnity.

#### **4. DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION**

##### **4.1 Interested Party's obligations**

- (a) In consideration of the Beneficiaries agreeing to provide it with Confidential Information, the Interested Party must, subject to clause 4.3, keep confidential and not disclose to any person the Confidential Information.
- (b) Except as required by law, the Interested Party warrants that it will not:
  - (i) do any act or thing involving the use or disclosure of the Confidential Information which may cause loss or damage to the Beneficiaries;
  - (ii) use or permit the use of the Confidential Information for any purpose other than in connection with the Works unless authorised by a separate agreement between the Interested Party and the Beneficiaries, and then only to the extent permitted by that agreement;
  - (iii) introduce any Confidential Information into any computer system or other device operated, controlled or which may be accessed to any extent by a person other than the Beneficiaries or any Representative to whom disclosure is permitted by clause 4.3;
  - (iv) copy or reproduce the Confidential Information except to the extent necessary for the Works; and
  - (v) make notes except to the extent necessary for the Works.

#### **4.2 Security measures**

The Interested Party must establish and maintain Comprehensive Security Measures to ensure that any Confidential Information in its possession, custody or control is secure at all times. Without limiting this obligation, the Interested Party must keep the Confidential Information no less secure than its own confidential information.

#### **4.3 When Interested Party may disclose**

The Interested Party may disclose the Confidential Information:

- (a) with the prior written consent of WSA;
- (b) to its Representatives to the extent that each has a need to know the information for the purposes of Procurement Documents and, in the case of Representatives that will have access to the WSA Data Room; and
- (c) to the extent required by law or applicable listing rules.

#### **4.4 Representatives**

- (a) The Interested Party must ensure that its Representatives (whether or not still employed or engaged by the Interested Party) do not do or omit to do anything which if done or omitted to be done by the Interested Party would be a breach of the Interested Party's obligations under this Deed Poll.
- (b) If a Representative does or omits to do anything which if done or omitted to be done by the Interested Party would be a breach of the Interested Party's obligations under this Deed Poll, such conduct will be deemed to be a breach of this Deed Poll by the Interested Party.
- (c) The Interested Party consents, and must procure the necessary consents from its Representatives, to such inspections and audits as may be reasonably required by any or all of the Beneficiaries for auditing compliance by the Interested Party and its Representatives with the terms of this Deed Poll.

#### **4.5 Return of Confidential Information**

- (a) Subject to the rest of this clause 4.5, if requested by WSA, the Interested Party must:
  - (i) promptly return to the relevant Beneficiary or Beneficiaries, as applicable, all documents and other physical records of Confidential Information in its possession, custody, power or control;
  - (ii) delete the Confidential Information from any computer system or other device operated, controlled or which may be accessed by the Interested Party and its Representatives; and
  - (iii) provide a statutory declaration to any or all of the Beneficiaries, as applicable, confirming that all those documents and records and any copies have been returned or erased, as appropriate.
- (b) The Interested Party may retain one copy of any Confidential Information as required to comply with any law, court order, rule or requirement of any stock exchange or government, corporate governance, insurance or internal audit requirements.
- (c) The Interested Party is not required to delete Confidential Information that is stored in electronic form in back-up tapes, servers or other sources as a result of the Interested Party's

ordinary back-up procedures for electronic data, provided that no attempt is made by the Interested Party to recover such Confidential Information from the back-up tapes, servers or other sources other than for purposes permitted by this Deed Poll.

#### **4.6 No exclusion of law or equity**

This Deed Poll must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

#### **5. BREACH OF CONFIDENTIALITY OBLIGATIONS**

- (a) The Interested Party must immediately notify WSA of, and take all steps necessary to prevent:
  - (i) any actual, threatened or suspected breach of clause 4 of this Deed Poll by the Interested Party; or
  - (ii) any unauthorised use or disclosure of the Confidential Information by the Interested Party, its Representatives or any third parties,  
  
and must comply with any directions issued by any or all of the Beneficiaries regarding such breach or unauthorised use or disclosure.
- (b) The Interested Party must provide such assistance as may be reasonably requested by any or all of the Beneficiaries in relation to any claim or proceedings that any or all of the Beneficiaries may take against any third party for unauthorised use or disclosure of the Confidential Information.

#### **6. EXCLUSION OF INTERESTED PARTY FOR BREACH**

The Interested Party acknowledges and agrees that:

- (a) if the Interested Party breaches a term of this Deed Poll WSA may in its absolute discretion exclude the Interested Party from any further involvement in the Project by written notice to the Interested Party;
- (b) WSA's rights under this clause 6 are without prejudice to any other rights or remedies which WSA may have in connection with the breach; and
- (c) to the extent permitted by law, the Interested Party will have no claim against WSA arising out of WSA's exercise, or failure to exercise, its rights under this clause 6.

#### **7. MISCELLANEOUS**

- (a) If the Interested Party is more than one person, each person making up the Interested Party is jointly and severally bound by the terms of this Deed Poll.
- (b) This Deed Poll is governed by the laws of New South Wales. The Interested Party and the Beneficiaries submit to the non-exclusive jurisdiction of New South Wales.
- (c) This Deed Poll may not be revoked without the prior written consent of the Beneficiaries. Any amendments must be agreed in writing between the Interested Party and WSA.
- (d) Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed Poll.

- (e) A consent required under this Deed Poll from any Beneficiary may be given or withheld, or may be given subject to any conditions, as the relevant Beneficiary (in its absolute discretion) thinks fit, unless this Deed Poll expressly provides otherwise.
- (f) To the extent permitted by law, in relation to its subject matter, this Deed Poll:
  - (i) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
  - (ii) supersedes any prior written or other agreement of the parties.
- (g) Any provision of this Deed Poll that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of this Deed Poll nor affect the validity or enforceability of that provision in any other jurisdiction.
- (h) WSA may at any time give notice to the Interested Party that another entity is to become an additional Beneficiary under this Deed Poll. WSA may give multiple notices under this clause. The Interested Party agrees that on and from the date of WSA's notice, the entity identified by WSA will be a Beneficiary under this Deed Poll.
- (i) If for any reason a Beneficiary is unable to enforce against the Interested Party its promises under this Deed Poll, the Interested Party agrees that WSA may do so on behalf of any and all Beneficiaries.
- (j) This Deed Poll may be executed in counterparts.
- (k) Delivery of a counterpart of this Deed Poll by email attachment constitutes an effective mode of delivery.

**8. WAIVER**

Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of a right, power or remedy provided by law or under this Deed Poll by all or any of the Beneficiaries does not preclude, or operate as a waiver of, the exercise or enforcement or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Deed Poll.

**EXECUTED AND DELIVERED AS A DEED POLL** by **[INSERT INTERESTED PARTY NAME and ABN]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

OR

**SIGNED, SEALED AND DELIVERED AS A DEED POLL** by **[INSERT INTERESTED PARTY and ABN]** under power of attorney in the presence of:



\_\_\_\_\_  
Signature of attorney

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date of power of attorney

## Attachment 3 – User Access Request Form

Company or Consortium name	
<b>Interested Party</b>	

The Interested Party may nominate up to two individuals who will be its Primary Contacts for the WSA Data Room. These Primary Contacts can, but do not have to, be the same individuals as the contacts nominated in the Registration Application.

Primary Contacts			
Full Name	Company Name	Phone number	Email address

For each user for whom access is being sought, please provide the following information.

**Note:** Each user must have read and understood the WSA Data Room Conditions of Use for the WSA Data Room as detailed in Appendix A to this User Access Request Form and read and accept any other documents governing access to the WSA Data Room issued by WSA from time to time.

Users		
Full Name	Company	Email address

## **Attachment 3 - Appendix A: WSA Data Room Conditions of Use**

### **WSA Data Room – Main Works Package 2 – Terminal and Specialty Works**

This data room (**WSA Data Room**) has been established to facilitate communications between WSA and the Interested Parties.

Access to the WSA Data Room is limited to Interested Parties and their authorised or permitted representatives (collectively, **Permitted Users**) for the duration of the procurement process for the Main Works Package 2 – Terminal and Specialty Works for Western Sydney International project.

To access the WSA Data Room, please read the Conditions of Use, below. If you agree to accept the Conditions of Use, select “I have read, understood and agree to the above” and click on the "Submit" button and you will proceed to the WSA Data Room. If you do not agree to accept the Conditions of Use, select “I do NOT agree to the above” and click on the "Submit" button and you will not be permitted access to the WSA Data Room.

### **Conditions of Use**

Access to and use of the information contained on this website is subject to and conditional upon the following terms and conditions:

- (a) The information contained on this website is "Confidential Information" for the purposes of the “Confidentiality and Disclaimer Deed Poll” executed by the Interested Party and delivered to WSA in accordance with the ROI which applies to the whole procurement process for the Main Works Package 2 – Terminal and Specialty Works. The information is only available to Permitted Users and is subject to the terms contained in:
  - (i) the WSA Data Room, including these Conditions of Use;
  - (ii) the Confidentiality and Disclaimer Deed Poll, the terms of which you have read and understood;
  - (iii) any guide which applies to the use of the WSA Data Room and is provided to you by WSA (Main Works Package 2 – Terminal and Specialty Works Data Room User Guide);
  - (iv) the Registration of Interest; and
  - (v) any other terms of which WSA advises you from time to time.
- (b) You agree to comply with the terms of any Main Works Package 2 – Terminal and Specialty Works Data Room User Guide.
- (c) You acknowledge that you have executed or have agreed to comply with the terms of the Confidentiality and Disclaimer Deed Poll and will take all necessary precautions to protect the confidentiality of the Confidential Information.
- (d) WSA has provided Permitted Users with access to the WSA Data Room. You agree to:
  - (i) protect your username and password from being lost, stolen or disclosed;
  - (ii) not record or provide your username or password electronically or physically in a manner that will allow someone else (other than an authorised representative or a permitted representative) to obtain or use them;
  - (iii) notify WSA as soon as you think or suspect that someone (other than an authorised representative or a permitted representative) knows your username or password or they have been lost or stolen; and
  - (iv) notify WSA immediately of any change to the identity of your employer.
- (e) WSA is not responsible for the operation of any computer or communication system that you use to access the WSA Data Room. WSA does not represent that access to the WSA Data Room will always be available.

You agree that WSA cannot be held responsible for delays, errors, inaccuracies, or omissions due to computer viruses, a failure in a computer system or ancillary equipment or any other circumstances beyond WSA's direct control.

- (f) You agree that WSA may at any time choose to cease providing you with access to the WSA Data Room.
- (g) WSA and the Commonwealth make no representations or warranties about the accuracy, adequacy, fitness for purpose, currency, reasonableness, reliability, completeness or suitability for any particular purpose of the information contained in the WSA Data Room or that the information is free of infection by computer viruses. Neither WSA nor the Commonwealth will be liable for any loss or damage suffered by you, caused by any error, inaccuracy, incompleteness or other similar defect in the information or the existence of any computer virus.
- (h) For the purposes of improving and monitoring use of the WSA Data Room, WSA may collect information about your use of and access to the WSA Data Room and the information available on it. You agree to WSA's use of such information for this purpose.
- (i) All material in the WSA Data Room, including (but not limited to) text, graphics, information architecture and coding, is subject to copyright as well as other intellectual property rights. Other than as expressly permitted by the Confidentiality and Disclaimer Deed Poll, no part of the material may be reproduced, adapted or transmitted without the prior written permission of the copyright owner.
- (j) You agree to notify WSA immediately upon becoming aware of any suspected or known non-compliance with these Conditions of Use.

## Attachment 4 – Project fact sheet

Project Fact Sheet [INSERT PROJECT NAME]

INSERT PHOTO

Summary Data	
Project Value:	\$
Contract Value	\$
Award Date:	DD-MMM-YYYY
Completion Date:	DD-MMM-YYYY
Client:	
Project Address:	[City]
	[Country]
WHS Statistics	
Fatalities:	
LTIFR:	
Hours Worked (total):	

### Overview of Scope and Role

Overview of Scope and Role

Designers / Consultants		Subcontractors / Suppliers	
Architect		Piling	
Structural Eng		Concrete Works	
MEPF Services		Structural Steel	
Aviation Specialists	(if Applicable)	External Facade	(if Applicable)
• [Insert]		Roofing	
• [Insert]		Lifts & Escalators	
• [Insert]		Building Services	
• [Insert]		Mechanical	
• [Insert]		Plumbing	
• [Insert]		Drainage	
Independent Certifier		Electrical	
		Fire Protection	
Specialist Systems (If Aviation Project)			
Baggage Handling		Passenger System	
Communications		Airbridges	
Security System		Fuel Systems	
[other]		[other]	
[other]		[other]	

