9 November 2026

Expression of Interest

About us

UGL Regional Linx Pty Ltd (**UGLRL**) was awarded a 10-year contract to Operate and Maintain the Country Regional Network (**CRN**) in NSW on behalf of Transport for New South Wales (**TfNSW**) and Transport Asset Manager (**TAM**), commencing on 30 January 2022. The CRN ensures the safe movement of people and goods throughout the regions of NSW, and links Sydney with many important regional centres.

UGLRL is offering this Expression of Interest (**EOI**) in relation to an upcoming tender opportunity for the design and construction of a passive pedestrian level crossing at Kidman Way, Cobar.

Potential tenderers must notify UGLRL of its interest to submit a Tender by returning this document and the associated NDA where relevant.

To: UGLRL Procurement	
Email:	Arvind.Bavle@uglregionallinx.com.au AND CRNprocurement@uglregionallinx.com.au
Project Name:	UGL Regional Linx – Country Regional Network
RFT Package Description:	Design and Construct passive pedestrian level crossing: Kidman Way, Cobar
RFT Package Number:	**2025-2307**
Closing	**Expressions of Interest will close 5pm 20 November 2026**
Brief scope of works:	• Design and construction of a Type P2 passive pedestrian level crossing. • Construction of an associated shared-user pathway and pathway tie-ins. • Design and installation of pedestrian maze treatments and associated signage. • Assessment of existing drainage and culvert assets to confirm the proposed works do not adversely impact existing drainage performance. • Integration of the proposed works with existing rail corridor infrastructure and operational requirements. • Maintenance of existing maintenance access arrangements. • Updated ALCAM assessment following design development.
Location:	Cobar, NSW
We confirm receipt of your Expression of Interest document and hereby acknowledge:	

☐	**We do not** intend to bid because:
☐	**We agree** and have signed the NDA attached
☐	**We agree** and have signed an ongoing NDA previously
Name:	
Title:	
Company:	
Phone No.	
Email:	

Please Note: Where parties are not already bound by an existing confidentiality agreement with UGLRL, execution of the attached Non-Disclosure Agreement (NDA) is required as part of the EOI submission process.

A site visit will be **mandatory**; details will be provided with the Request for Tender (RFT). All attendees will need to have their RIW cards on them with appropriate certification/ qualifications to enter the rail corridor and have completed the UGL online induction prior to commencement. The following details would be required, once UGLRL provides the site visit details:

- Full Name
- Date of Birth
- RIW Number

The Tenderer must hold relevant TAO accreditation for design/construction/signal design of pedestrian level crossing either through its own organisation or via subcontractor's/consultants.

Upon review of submitted EOIs and confirmation of eligibility, selected respondents may be invited to participate in the subsequent tender phase.

Please do not hesitate to contact the undersigned should you require any further information.

Notes:

- This is not a request for tender or quote, and
- UGLRL reserves the right of dismissing any company.

Senior Contract Administrator
UGL Regional Linx Pty. Ltd.
Email: Arvind.Bavle@uglregionallinx.com.au
crnprocurement@uglregionallinx.com.au

Date of Agreement

Parties

YOUR DETAILS

Name	_____	(***you*** or ***your***)
ABN	_____	
Address for Notices	_____	
Contact Person	_____	
Email	_____	

DISCLOSER DETAILS

Name	UGL Regional Linx Pty Limited	(***UGL*** or ***Discloser***)
ABN	97 646 771 011	
Address for Notices	Level 8, 40 Miller Street, North Sydney NSW 2060	
Contact Person	Senior Contract Administrator	
Email	CRNprocurement@uglregionallinx.com.au	

Recitals

UGL agrees to provide certain information to you on a confidential basis on the terms and conditions of this agreement.

Agreement

Agreed by you
Signed for you by its authorised representative:

Signature	_____	Date	_____
Print Name	_____	Position	_____

1. Confidentiality Obligations

1.1 You must:

(a) keep the Confidential Information secret and confidential;

(b) not access, use or reproduce the Confidential Information for any purpose other than the Permitted Purpose, nor assist or permit any other person to do so;

(c) not make use of the Confidential Information:

(i) to the commercial, financial or competitive disadvantage of UGL or any of it's related bodies corporate; or

(ii) to your or any of your related bodies corporate commercial, financial or competitive advantage;

(d) not disclose the Confidential Information to any person except as permitted under this agreement;

(e) procure that your Representatives keep the Confidential Information secret and confidential;

(f) not make, or permit or cause to be made, copies of or extracts of, or notes or memoranda based on, all or any part of the Confidential Information other than for the Permitted Purpose;

(g) take all steps necessary to safeguard the Confidential Information from unauthorised access, use or disclosure including, without limitation, establishing and maintaining effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure and using the same degree of care a prudent person would use to protect that person's confidential information; and

(h) immediately notify UGL of any potential, suspected or actual breach of the undertakings contained in this agreement.

1.2 You may only disclose the Confidential Information:

(a) to your Representatives to the extent they need to know the Confidential Information for the Permitted Purpose. You are liable for any unauthorised access, use or disclosure by your Representatives of the Confidential Information;

(b) if disclosure is required by law or the rules of any stock exchange, provided that you first notify UGL of the required disclosure; or

(c) with UGL's prior written consent.

1.3 You acknowledge that monetary compensation may not be a sufficient remedy for any breach of this agreement and that UGL may seek and obtain specific performance or injunctive relief as a remedy for any breach or threatened breach of this agreement, in addition to any other remedies available at law or in equity.

1.4 The obligations of confidentiality imposed by this agreement begin on the date when this agreement is signed by you and continue in force until:

(a) all of the Confidential Information is readily available in the public domain; or

(b) agreement in writing by both parties.

2. Undertakings by Representatives

UGL may at any time ask you to arrange for one or more of your Representatives who have, or are intended to have, access to the Confidential Information to sign a confidentiality undertaking in UGL's favour. You must promptly arrange for each such Representative to sign that undertaking when asked.

3. Return of Confidential Information

3.1 You must (and must ensure that each of your Representatives does), immediately on demand by UGL, cease to use or make any further disclosure of any of the Confidential Information, including use or disclosure for the Permitted Purpose.

3.2 You must, immediately on demand by UGL and at your own expense, return to UGL, or at the option and direction of UGL destroy, all copies of the Confidential Information in your and your Representatives' possession, power or control.

3.3 If UGL requests that all Confidential Information in your and your Representatives' possession, power or control be returned to UGL or destroyed, you must provide UGL with written certification that you have done so within 2 days of UGL's request.

3.4 Your obligations under this clause 3 extend to all documents, notes, memoranda, reports, models and other material (in any form) which reproduce, extract or contain any of the Confidential Information or any information which is based upon, referable to or sourced in whole or in part from the Confidential Information.

3.5 The return or destruction of the Confidential Information does not release you from your other obligations under this agreement.

4. Acknowledgements and Disclaimers

4.1 UGL has made no representation or warranty that the Confidential Information is accurate, complete, up to date or fit for any particular purpose. You warrant that you will make your own assessment of the Confidential Information and satisfy yourself as to its accuracy and completeness. You warrant that you will not in any way rely upon the Confidential Information.

4.2 You acknowledge and agree that UGL is not under any obligation to notify you if UGL becomes aware of any inaccuracy, incompleteness or change in the Confidential Information.

4.3 No party is obliged to enter into any further agreement or discussion with the other party or to refrain from entering into an agreement or discussion with a third party as a result of the entry into this agreement.

4.4 Nothing in this agreement may be construed as granting or conferring on you any proprietary rights, licences or other rights in any of the Confidential Information.

4.5 You acknowledge that UGL will be providing the Confidential Information to you in reliance upon the acknowledgements and warranties contained in this agreement.

5. Indemnity

You indemnify UGL on demand against any claim, loss, damage, liability, cost and expense of any kind that may be incurred or sustained directly or indirectly as a result of any breach of, or default under, this agreement by you or any of your Representatives.

6. General

6.1 This agreement is governed by the laws of New South Wales. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

6.2 This agreement may be amended only by another agreement executed by all the parties.

6.3 A failure to exercise or a delay in exercising any right, power or remedy under this agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

6.4 Any provision of this agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

6.5 The rights, powers and remedies provided in this agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity.

6.6 You must not and must ensure that each of your related bodies corporate do not, directly or indirectly, canvass, solicit or approach any officer or employee of UGL or any of its related bodies corporate with the purpose of enticing that person away from UGL or any of its related bodies corporate.

6.7 All notices and consents must be in writing signed by the sender's contact person or other authorised person, marked to the attention of the recipient's contact person and sent to the addresses or email for notices specified on the front page of this agreement or as otherwise notified. Notices sent by hand are taken to be received when delivered, notices sent by post to an address in the same country are taken to be received by the third Business Day after posting, notices sent by post to an address in another country are taken to be received by the seventh Business Day after posting or notices sent by email are taken to be received at 4:00pm on the second Business Day after the date sent.

6.8 This agreement constitutes the entire agreement between the parties about its subject matter and supersedes any previous understanding, agreement, representation or warranty relating to that subject matter.

6.9 You undertake to declare to UGL any conflict of interest that exists or arises as a result of disclosure of the Confidential Information or during the course of discussions between the parties. Such declaration is to be made as soon as the conflict of interest issue arises.

7. Definitions

In this agreement unless otherwise indicated:

Business Day means a weekday on which banks are open in Sydney, Australia other than a public holiday.

Confidential Information means:

(a) the existence and terms of this agreement;

(b) the fact that the parties are or have been in discussions concerning a possible transaction, the nature and content of any such discussions and any other fact with respect to such possible transaction; and

(c) all information which is provided (whether before, on or after the date of this agreement) by or

on behalf of UGL to you of any nature and in any form for or in connection with the Permitted Purpose, but does not include information which:

(i) is or becomes readily available in the public domain, other than as a result of a breach of this agreement;

(ii) is known to you before you received it and is not subject to an existing obligation of confidence between the parties; or

(iii) is provided to you by a third party who is not under an obligation of confidence in respect of the information.

Permitted Purpose means the purpose of **all tender packages and documentation released by UGL during the Financial Year concluding on 30 June 2027, requesting tender/quotes submissions**, and conducting analyses, discussions and negotiations in relation to such matters.

related bodies corporate has the meaning given to the term "related body corporate" in the *Corporations Act 2001 (Cth)*.

Representative means any director, officer, employee, agent, contractor or professional adviser.