SCOPE OF SERVICES - PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION

***[NOTE FOR COMMONWEALTH USERS OF THE PANEL - THIS IS THE SCOPE OF SERVICES FOR THE PROVISION OF PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION SERVICES UNDER THE DEFENCE INFRASTRUCTURE PANEL. PLEASE NOTE THAT YOU DO NOT HAVE TO ENGAGE THE PANEL CONSULTANT TO UNDERTAKE THE FULL SCOPE OF SERVICES, RATHER YOU ARE TO SELECT ALL OR CERTAIN PARTS OF THE SCOPE FOR THE CONSULTANT TO DELIVER.***

***ONCE YOU HAVE IDENTIFIED THE ITEMS TO BE DELIVERED FROM THIS SCOPE OF SERVICES, THIS SHOULD BE INSERTED INTO PART 2 (SCOPE OF SERVICES) OF THE BRIEF IN THE REQUEST FOR PROPOSAL. SERVICES THAT ARE NOT INCLUDED IN THIS SCOPE CANNOT BE SOURCED UNDER THIS PANEL DISCIPLINE.]***

1. Project Management, generally
   1. The Consultant has project management responsibility for achieving the objectives, budget, risk profile and program for the Project. These general project management responsibilities include (subject to the limitations set out in this Scope of Services or elsewhere in the Contract):
      1. managing the planning and delivery of the Project so as to maximise achievement of value for money for the Commonwealth;
      2. providing considered and proactive advice and recommendations to the Commonwealth;
      3. developing and refining the scope, cost and program for the Project;
      4. analysing, monitoring and mitigating Project risks and issues;
      5. co-ordinating and managing stakeholder consultation;
      6. co-ordinating and managing Project Approvals and facilitating compliance with Defence Requirements;
      7. drawing on the performance of its responsibilities under paragraphs (a) - (f) above and more generally under this Scope of Services, developing the proposed procurement and contracting strategy for the Project and developing the PDDP Part 2;
      8. managing the procurement of each Project Contractor including preparing all procurement documentation and related materials, managing and carrying out evaluations and making recommendations to the Commonwealth;
      9. managing and integrating each Project Contract and Project Contractor, and administering each Project Contract in accordance with its terms;
      10. management and quality assurance of all documentation prepared, and claims made, by each Project Contractor;
      11. working co-operatively with the Commonwealth and its legal, probity and other advisers;
      12. drawing on relevant experience, industry knowledge and lessons learnt for the benefit of the Project;
      13. co-ordinating, managing and integrating all necessary Project data provided by a Project Contractor for upload to the Garrison Estate Management System (**GEMS**);
      14. providing the Commonwealth with all necessary assistance with respect to dispute resolution under the Project Contracts; and
      15. all such other services as reasonably expected from a competent, experienced and prudent project manager and contract administrator (**PMCA**) in ensuring that the objectives, budget and program for the Project are met.
   2. The Consultant must be able to identify issues and, as soon as reasonably practicable, formally advise the Commonwealth's Representative of any matters on which it requires Commonwealth assistance or intervention to achieve the objectives, budget or program of the Project, including advice, recommendations and draft documentation (e.g. notices under a Project Contract) and actions required, and in any event prior to the matter having an adverse effect on the Project.
   3. The Consultant must ensure that the outcomes of all meetings, workshops, consultation and other project management activities required under the Contract are appropriately addressed and incorporated into the relevant documentation for the Project, including approval documentation, Risk Register, design documentation, cost planning information, programming information, procurement documentation, its PMCA Monthly Report and relevant Project Contract documentation.
2. Phasing
   1. Unless expressed to be in respect of a particular phase only or the context otherwise requires, the services described in this Scope of Services must be performed as required during each of the Development Phase and the Delivery Phase including by reference to the milestones described in the Commonwealth's Program.
   2. In each of the Development Phase and the Delivery Phase, the Consultant must provide all Services on a:
      1. site-specific basis;
      2. location-specific basis; or
      3. Works Package basis,

as described in the Brief or as otherwise directed by the Commonwealth’s Representative.

* 1. ***Development Phase and Development Phase Services***

The Development Phase includes all activities up to and including [***Commonwealth to insert e.g. Parliamentary Approval***]. In the Development Phase, the Consultant must provide general project management and contract administration services, including:

* + 1. managing, preparing for and participating in Development Phase start-up activities;
    2. preparing for, facilitating, attending, participating in and minuting meetings to discuss the Project;
    3. developing and refining the scope, cost and program of the Project, including through:
       1. preparation of the 5% Master Plan and Feasibility Report (**5% MPFR**);
       2. design review;
       3. risk management;
       4. lessons learnt;
       5. site selection;
       6. site and capacity investigations;
       7. ICT investigations;
       8. all other necessary investigations;
       9. programming;
       10. cost planning/forecasting;
       11. security management;
       12. options analysis;
       13. value management; and
       14. if applicable, program-wide activities;
    4. undertaking and finalising procurement planning activities, including:
       1. convening a Project planning and risk workshop with key Project stakeholders to inform the preferred procurement and delivery methodology;
       2. reviewing, recommending and justifying the appropriate procurement and delivery methodology for the Project, including through market sounding activities;
       3. preparing the Project Development and Delivery Plan (**PDDP**) Part 2 (including the Tender Evaluation Plan (**TEP**));
       4. preparing, amending and/or confirming (as relevant) all other procurement planning documentation, for all procurement requirements of the Project and updating each PDDP as required;
       5. for each relevant Project Contract (in accordance with the approved PDDP):
          1. procuring the Project Contractor;
          2. developing procurement documentation, including liaising with relevant project legal and probity advisors;
          3. carrying out the role of "ITR Administrator" and "Tender Administrator", including organising and facilitating industry briefs;
          4. convening and facilitating the Registration Evaluation Board (**REB**) and the Tender Evaluation Board (**TEB**);
          5. evaluating submissions, conducting evaluation activities, documenting the outcomes of the evaluations and making recommendations for the approval of the Commonwealth;
          6. preparing and finalising the Registration Evaluation Board Report (**REBR**) and the Tender Evaluation Board (**TEBR**) for approval by the Commonwealth's delegate;
          7. preparing for, organising, facilitating, participating in and preparing agreed outcomes for negotiations, including preparing a Negotiation Plan for approval by the Commonwealth; and
          8. preparing the Project Contracts for execution by the parties,

in each case in accordance with all applicable requirements and limitations set out in this Scope of Services or elsewhere in the Contract;

* + 1. preparing for, attending and participating in training programs delivered by the Commonwealth in respect of Project Contracts;
    2. performing the role of "Contract Administrator" for the relevant Project Contracts, including transitioning any relevant Project Contract from the Planning Phase to the Delivery Phase (each as defined under that Project Contract);
    3. assisting the Commonwealth to obtain all relevant Departmental Approvals, Government Approvals and Parliamentary Approval of the Project, including through co-ordinating, developing, providing, preparing and contributing to the information required for such approvals, including:
       1. each business case required under paragraph 14 (**Business Case**) in accordance with the Commonwealth Program for Departmental Approval; and
       2. all necessary activities and documentation for the purpose of achieving Parliamentary Approval; and
    4. providing all other project management services described in this Scope of Services as applicable for the Development Phase.
  1. ***Delivery Phase and Delivery Phase Services***

The Delivery Phase includes all activities required to be undertaken from the conclusion of the Development Phase up to and including achievement of "Project Finalisation", including the conclusion of the last of the Defects Liability Periods in relation to the relevant Project Contracts for construction of the Works. In the Delivery Phase, the Consultant must provide general project management and contract administration services, including:

* + 1. managing, preparing for and participating in Delivery Phase start-up activities;
    2. preparing for, facilitating, attending, participating in and minuting meetings to discuss the Project (including PGB Meetings, PCG Meetings, Project Management Meetings and other meetings);
    3. assisting the Commonwealth to further manage the Project, including through:
       1. risk management;
       2. security management;
       3. data management (GEMS);
       4. cost/budget management and forecasting;
       5. lessons learnt; and
       6. if applicable, program-wide activities;
    4. depending on the Services performed and the outcomes achieved in the Development Phase:
       1. managing and finalising the design review process;
       2. carrying out or finalising procurement activities (as the case may be); and
       3. performing the role of Contract Administrator for each relevant Project Contract; and
    5. providing all other project management services to enable completion and finalisation of the Project.

1. Start-Up Activities for Each Phase
   1. ***Development Phase Start-Up Activities***

Within 14 days of the commencement of the Development Phase, the Consultant must:

* + 1. conduct mobilisation activities of its internal resources and systems, consistent with its quality system and its Project DCAP;
    2. arrange, facilitate and participate in a start-up meeting with the Commonwealth's Representative and such other persons as nominated by the Commonwealth's Representative. The Consultant must identify, arrange and confirm the venue with the Commonwealth's Representative. The location of this meeting will be [***Commonwealth to*** ***insert location e.g. Canberra or such other location, or by teleconference or videoconference, as approved by the Commonwealth's Representative***];
    3. assist the Commonwealth's Representative in arranging, and facilitate and participate in, a start-up meeting with key stakeholders (including the Project Sponsor) as nominated by the Commonwealth's Representative. The Consultant must identify, arrange and confirm the venue as required by the Commonwealth's Representative. The location of this meeting will be [***Commonwealth to*** ***insert location of meeting having regard to the location of key stakeholders e.g. Canberra/the Site or such other location, or by teleconference or videoconference, as approved by the Commonwealth's Representative***];
    4. prepare for and participate in any refinement of the Project DCAP, as directed by the Commonwealth's Representative;
    5. provide a revised Project DCAP, if required by the Commonwealth's Representative;
    6. prepare for, attend and participate in all other Development Phase start-up activities (or similar) identified by the Consultant in its Project DCAP; and
    7. identify, investigate and prepare the list of key Project stakeholders (including the Project Sponsor) required to progress the objectives of the Project. This list must include each key stakeholder's name, contact details and a summary of its interest in the Project (**Stakeholder Register**). The Consultant must update and maintain the Stakeholder Register throughout the delivery of its contracted services.

At the commencement of the Development Phase, the Consultant must review any recommendations and requirements leading from and including the latest Approvals and ensure that such matters are addressed by the Project in the Development Phase.

* 1. ***Delivery Phase Start-Up Activities***

Within 14 days of the commencement of the Delivery Phase, the Consultant must:

* + 1. conduct mobilisation activities of its internal resources and systems, consistent with its quality assurance system and its Project DCAP;
    2. arrange, facilitate and participate in a Delivery Phase start-up meeting with the Commonwealth's Representative and such other persons as nominated by the Commonwealth's Representative. The Consultant must identify, arrange and confirm the venue as required by the Commonwealth's Representative and attend, facilitate and participate in the start-up meeting. The location of this meeting will be on Site or such other location, or by teleconference or videoconference, as approved by the Commonwealth's Representative;
    3. prepare for and participate in any refinement of the Project DCAP, as directed by the Commonwealth's Representative;
    4. provide a revised Project DCAP, if required by the Commonwealth's Representative;
    5. prepare for, attend and participate in all other Delivery Phase start-up activities (or similar) identified by the Consultant in its Project DCAP; and
    6. consider the list of key Project stakeholders (including the Project Sponsor) required to progress the objectives of the Project and update the Stakeholder Register accordingly.

1. Work Health and Safety
   1. Without limiting any other provision of the Contract, the Consultant must consult with, co-operate and co-ordinate activities with all other persons who have a work health and safety duty in relation to the same matter.
   2. The Consultant must ensure that the requirements of the WHS Legislation (including to ensure both Commonwealth and Project Contractor compliance) are appropriately incorporated into the relevant documentation for the Project, including approval documentation, Risk Register, design documentation, cost planning information, programming information, procurement documentation, its PMCA Monthly Report and relevant Project Contract documentation.
   3. The Consultant must ensure that:
      1. the requirements of the WHS Legislation are adequately addressed in each Project Contract (including, as relevant, in the DCAP and Project Plans e.g. Work Health and Safety Plan (each as defined in the Project Contract) to be produced by a Project Contractor); and
      2. each Project Contractor complies with their Project Contract WHS reporting obligations as set out in the Project Contract and the WHS Legislation, including:
         1. the reporting of notifiable incidents and other incidents and accidents (and any systematic failures to manage risks) within the time prescribed by the Project Contract;
         2. the provision of information issued by or provided to the relevant regulator regarding work health and safety matters (including notifiable incidents);
         3. the provision of details of proactive risk management measures implemented by the Project Contractor;
         4. the provision of any identified WHS matters/risks/hazards that require escalation (for example, those identified in verification and audit reports);
         5. the provision of lead and lag indicator data;
         6. confirmation of WHS Accreditation Scheme accreditation currency;
         7. the provision of audit and verification results for audit and verification activities carried out by the Project Contractor regarding the Project and relevant Project Contract (and not simply summary data); and
         8. the provision of written assurance compliance in accordance with the terms of the Project Contract(s) in any format and terms specified by the Commonwealth.
   4. The Consultant must ensure:
      1. the Commonwealth's Representative is promptly informed of all matters (including risks and hazards) relating to work health and safety in connection with the Project and each Project Contract (including arising from the information as set out in paragraphs 4.3 and 4.5);
      2. any immediate risks to health and safety of workers and other persons arising from the delivery of the Project are escalated urgently to the Commonwealth (in addition to the Consultant requiring the elimination and if elimination is not possible, minimisation of the relevant risks);
      3. it provides written recommendations and advice to the Commonwealth regarding work health and safety matters, including any need to review Commonwealth work health and safety policies or procedures; and
      4. without limiting subparagraphs (a) and (b) and paragraph 4.2, it reports to the Commonwealth monthly (in the PMCA Monthly Report) regarding the work health and safety matters set out in paragraphs 4.3, 4.5 and subparagraph (c) of this paragraph 4.4.
   5. The Consultant must:
      1. ensure that, if required, the requisite design certification references WHS Legislation compliance and in all other respects the design obligations of the WHS Legislation regarding the provision of information and reports are complied with by each relevant Project Contractor;
      2. ensure, where a Statutory Requirement (including the WHS Legislation) requires a person to be licenced or authorised to carry out the Works, ensures that such licencing or authorisation is held by the relevant person via the provision of evidence from the relevant Project Contractor;
      3. ensure each Project Contractor complies with its WHS Legislation and Project Contract obligations regarding the use, management and storage of Hazardous Substances;
      4. ensure each Project Contractor provides, as a precondition to Completion, a certificate that ACM and/or Asbestos have not been used in or incorporated into the Works;
      5. ensure that where a Project Contractor is a designer, importer, supplier or manufacturer for the purposes of the WHS Legislation, the information the Project Contractor is required to supply is provided by the Project Contractor prior to Completion of the Works or relevant Stage;
      6. ensure the Commonwealth provides to each Project Contractor any risks, hazards or other information necessary for the Commonwealth to comply with its WHS Legislation obligations (and proactively advise the Commonwealth as to the nature, scope and content of such information required to be provided);
      7. where there is more than one person owing a work health and safety duty regarding the Project Works (shared work health and safety duty), facilitate and ensure each Project Contractor consults, co-operates and co-ordinates with the Commonwealth and Other Contractors and persons regarding any shared work health and safety duty;
      8. facilitate the exchange, keeping and maintenance of information and records, in respect to all work health and safety issues for each Project Contract including, as necessary, between the Commonwealth, each Project Contractor and Other Contractors; and
      9. manage reporting of all relevant work health and safety matters and incidents on the Defence Sentinel System (accessed through the Defence Protected Network).
2. PMCA Monthly Report and Decision Briefs
   1. The Consultant must provide the Commonwealth's Representative with a monthly report, covering the activities of the prior month (**PMCA Monthly Report**), including:
      1. key activities, meetings and other events, including the status of all procurement and engagement activities for each Project Contractor and Project Contract; and
      2. those WHS matters referred to in subparagraph 4.4(d).
   2. The PMCA Monthly Report is to be provided in accordance with the format/template approved by the Commonwealth’s Representative.
   3. Each PMCA Monthly Report is to be provided by no later than the end of the month. The due date for the delivery of the PMCA Monthly Report must give sufficient time for the Commonwealth to review the PMCA Monthly Report prior to the Project Control Group Meeting.
   4. The PMCA Monthly Report will also be used by the Commonwealth to complete the monthly update of the Project Report Sheet.
   5. The PMCA Monthly Report must include (as applicable):
      1. an assessment and summary of each Project Contractor's monthly report; and
      2. a narrative on the progress achieved for the relevant month which includes a:
         1. description of any matter that may have the potential to significantly affect the Project;
         2. comparison of actual spend against forecast spend;
         3. commitment of risk against forecast risk position for each of design, construction and Commonwealth risks;
         4. schedule of meetings completed during the previous month;
         5. consolidated report of the progress of each Project Contractor's activities; and
         6. status of the program, including particulars of any deviations from the Consultant’s current approved program for the Services under clause 7.2 of the Terms of Engagement and the approved Master Program (as defined in paragraph 24), the party responsible and the Consultant’s proposed action to recover lost time;
      3. the current Risk Register, including cost allocation in order to manage and track monthly risk provision against Project activities and report on the retirement or realisation;
      4. a variation register including Variations under this Contract and variations issued but not yet assessed under each Project Contract and particulars of any preventative or remedial action;
      5. an extensions of time register including extensions of time claimed but not yet assessed under each Project Contract and particulars of any preventative or remedial action;
      6. a summary of any other claims made by a Project Contractor;
      7. an updated Project cost plan, as received from each Project Contractor, including monthly financial forecast until the completion of the Project in the format requested by the Commonwealth’s Representative;
      8. the status of all Requests For Information (**RFIs**), including an RFI register current at end of the month; and
      9. details of any other matters affecting or likely to affect the Project’s progress, scope or cost.
   6. Without limiting clause 2.5 of the Terms of Engagement, where the Consultant:
      1. identifies an opportunity which it believes will achieve greater value for money for the Commonwealth or greater certainty in respect of scope, budget and program (including under subparagraph 44.4(c)); or
      2. is otherwise required to report on any matter which would affect the scope, timing or cost of the Services or the Works,

the Consultant must (having first confirmed the requirement for its preparation with the Commonwealth's Representative) promptly prepare a written brief which:

* + 1. is suitable for release to the intended decision maker;
    2. contains all information and analysis which would have a bearing on making the decision required;
    3. includes the Consultant's recommendation; and
    4. is in accordance with any other instructions or requirements of the Commonwealth's Representative,

(**Decision Brief**).

Where directed by the Commonwealth's Representative, the Consultant must provide the Decision Brief to the relevant decision marker for approval, subject to any amendments required by the Commonwealth's Representative.

1. Meetings
   1. ***Generally***

For the purposes of this paragraph 6, except where otherwise expressly stated, the Consultant:

* + 1. must assume that each meeting will be held at a venue to be provided or otherwise arranged by the Consultant;
    2. must identify, arrange and confirm the venue for each meeting, including any necessary teleconferencing and/or videoconferencing arrangements;
    3. agrees that the costs for such venues and conferencing are deemed to be included in the Fee;
    4. must prepare all agendas, reports and minutes in accordance with any requirements on Defence website or advised by the Commonwealth's Representative (including any format/template which may be required); and
    5. must not rely on attendance by representatives from Capital Facilities and Infrastructure (**CFI**) Branch.
  1. ***Project Governance Board (PGB) Meetings***
     1. The purpose of the Project Governance Board (**PGB**) Meeting is to provide senior level guidance to the Project Director and Consultant as well as providing a forum for senior level liaison and decision making on the Project by key stakeholders (including the Project Sponsor). The PGB typically sits once per quarter and is co-chaired by the Director General Capital Facilities and Infrastructure (**DGCFI**) Branch and the Project Sponsor, or their representatives.
     2. The frequency is quarterly or such other times as agreed by the PGB.
     3. The location is Canberra or such alternative location (including a location proximate to the Site) or by teleconference or videoconference, as may be approved by the Commonwealth's Representative.
     4. The Consultant must (in consultation with the Commonwealth's Representative):
        1. prepare and issue invitations to required attendees (not less than 15 business days prior to the proposed meeting);
        2. prepare and circulate an agenda and PGB Report for the meeting (not less than 10 business days prior to the proposed meeting). The Consultant must provide the agenda and PGB Report in accordance with the format/template approved by the Commonwealth’s Representative;
        3. prepare and circulate a Project Summary for the meeting (not less than 7 business days prior to the proposed meeting). The Project Summary must reflect the 'Executive Summary' of the PGB Report and otherwise identify all key activities relating to:
           1. approvals;
           2. scope, budget and cost;
           3. program;
           4. procurement; and
           5. safety, compliance and risks,

since the last PGB meeting. The Consultant must provide the Project Summary in accordance with the format/template approved by the Commonwealth’s Representative;

* + 1. prepare the minutes of each meeting (not later than 5 business days after the conclusion of the meeting) for review by the Commonwealth's Representative, which must be accurate and free from errors; and
    2. circulate the minutes of each meeting once cleared by the Commonwealth's Representative.
  1. ***Project Control Group Meetings***
     1. The purpose of the Project Control Group (**PCG**) Meeting is to provide Project specific information to the Commonwealth, Consultant and Project Contractor (if required) and to discuss the Project specific issues as described under the key activities. These issues must align with the PMCA Monthly Report. The required attendees include such attendees as may be nominated by the Commonwealth's Representative from time to time.
     2. The frequency is monthly (or such other times as agreed by the PCG).
     3. The location is [***Commonwealth to*** ***insert location e.g. Canberra or such alternative location (including a location proximate to the Site) or by teleconference or videoconference, as may be approved by the Commonwealth's Representative***].
     4. The Consultant must:
        1. prepare and issue invitations to required attendees;
        2. prepare and circulate an agenda and PCG Report for the meeting (not less than 5 business days prior to the proposed meeting);
        3. prepare and circulate at the meeting a "Project Summary", which should reflect the "Executive Summary" in the PCG Report and otherwise identify all key activities relating to:
           1. approvals;
           2. scope, budget and cost;
           3. program, including any deviations from the approved Master Program;
           4. procurement; and
           5. safety, compliance and risks,

since the last meeting; and

* + 1. prepare and circulate the minutes of each meeting (not later than 5 business days after the conclusion of the meeting), which must be accurate and free from errors.
  1. ***Project Management Meetings***
     1. The purpose of the Project Management Meeting is to provide a forum for Project level discussions to occur between the Consultant and each Project Contractor. The content of these meetings should cover at a minimum such matters as:
        1. the activities of the Consultant;
        2. the progress of the Project Contract;
        3. Project risks;
        4. WHS issues and risks;
        5. security issues and risks;
        6. compliance issues;
        7. quality issues;
        8. if a Project Contract involves Managing Contractor Contract delivery, Trust Account administration; and
        9. any other matter that the Consultant requires in order to ensure that the Project is progressing satisfactorily and in accordance with the Commonwealth's Program.
     2. The frequency is monthly, or as otherwise required to effectively manage each Project Contractor.
     3. The location is Canberra, or such alternative location (including a location proximate to the Site) or by teleconference or videoconference, as required by the Commonwealth's Representative.
     4. The Consultant must:
        1. prepare and issue invitations to required attendees;
        2. prepare and circulate an agenda for the meeting (not less than 5 business days prior to the proposed meeting); and
        3. prepare and circulate the minutes of each meeting (not later than 5 business days after the conclusion of the meeting) which must be accurate and free from errors.
  2. ***Other meetings***

The Consultant must manage, co-ordinate (including preparing and issuing invitations, agendas and minutes) and participate in all other meetings required to perform the Services, including for the purposes of paragraph 7.

[***Commonwealth to insert any additional Project-specific meetings***]

1. Stakeholder/Project Sponsor Management and Consultation
   1. As part of its project management responsibilities, the Consultant must independently manage and co-ordinate stakeholder and Project Sponsor consultation.
   2. The Consultant must conduct all stakeholder management in accordance with best industry practice and the procedures of the Commonwealth, having regard to the Project requirements and constraints.
   3. Without limiting paragraph 7.2, in undertaking stakeholder management the Consultant must:
      1. identify and record all potential Project stakeholders including all areas of Defence that are involved in the planning and delivery of the Project including CFI Branch, users, project sponsors, site representatives, technical authorities, financial authorities/administrators, subject matter experts and other areas of Defence that may be involved in the planning and delivery of the Project;
      2. carefully plan, schedule, manage and co-ordinate processes for the effective engagement with stakeholders;
      3. program for sufficient consultation with stakeholders to minimise programming impacts on the Project (including achievement of Approvals) in accordance with the Commonwealth's Program;
      4. effectively manage stakeholder interaction in light of stakeholder commitments and time limitations;
      5. brief project stakeholders on key Project details and issues relevant to them and provide all necessary information for that purpose;
      6. appropriately record, report on and, where appropriate, implement outcomes of stakeholder engagement; and
      7. regularly liaise with and update all Project stakeholders.
2. Sponsor’s Functional Requirements Brief (SFRB) and Defence Technical Requirements
   1. Without limiting paragraph 7, the Consultant must conduct sufficient consultation with the Project Sponsor, Capability Manager, and key stakeholders identified as "Users" to validate the user requirements for the Project to be incorporated into any "Sponsor’s Functional Requirements Brief" (SFRB) and approval documentation as directed by the Commonwealth's Representative. The Consultant must ensure that the outcome of such consultation is appropriately incorporated into relevant documentation for the Project.
   2. The Consultant must prepare the SFRB in accordance with the format/template provided by the Commonwealth (or if no format/template is provided by the Commonwealth, a format/template approved by the Commonwealth's Representative), as amended from time to time. The Consultant must ensure that such consultation:
      1. confirms the requirements for the Project;
      2. addresses the development of the design, once the relevant Project Contractor is engaged;
      3. finalises the detailed functional requirements for the Project;
      4. identifies the priority for each requirement;
      5. identifies any known risks and hazards associated with the Project;
      6. ascertains the technical regulatory frameworks applicable to the Project;
      7. determines all requirements for "Handover" of the Works (under and in accordance with the HOTO Requirements);
      8. is agreed ahead of time and planned for in the most current version of the approved program for the Services; and
      9. is recorded in writing by the Consultant and agreed with the relevant stakeholder as a true and accurate record of that meeting.
   3. The Consultant must circulate the SFRB to the Project Sponsor(s) and key stakeholders, as directed by the Commonwealth's Representative.
   4. The Consultant acknowledges and agrees that the Project Sponsor will endorse the final SFRB (to be presented in the relevant Business Case). The Consultant must use its best endeavours to facilitate finalisation of the SFRB to minimise programming impacts on the Project (including achievement of Approvals).
   5. The Consultant will use the SFRB as the basis for the development of the scope documentation (for example, the Works Description or Brief) for inclusion in the Tender Documents for procurement of the Project Contractors.
   6. Without limiting clause 2.4 of the Terms of Engagement or the Consultant's other obligations under the Contract, the Consultant must:
      1. have and maintain broad knowledge of the standards and technical requirements which apply to the design and construction of Defence capital facilities and infrastructure including by reference to those set out in or reasonably to be inferred from:
         1. the Estate Governance Integrity System (**EGIS**) on Defence website; and
         2. the requirements set out at

<https://www.defence.gov.au/business-industry/industry-governance/industry-regulations/building-works-manual>;

* + 1. ensure that the scope documentation (for example, the Works Description or Brief) for inclusion in the relevant Tender Documents for procurement of a Project Contractor details (as relevant to the Project Contract) all applicable standards and technical requirements with which any design and construction must comply, including those specified in paragraph (a) above.

1. External Stakeholder Consultation
   1. Where required, the Consultant must provide all necessary support to the Commonwealth to consult with, document and prepare draft responses to concerns and issues raised by external stakeholders. Such external stakeholders may include State and Territory government, utility providers, infrastructure providers (e.g. roads authorities), community groups and other special interest groups having an interest in the Project. The purpose of such consultation is to inform and receive input from relevant external stakeholders of the Project. The outcome required is to position the Commonwealth to respond to concerns and achieve approval and/or progression of the Project from external stakeholders.
   2. The Consultant must (in consultation with the Commonwealth's Representative):
      1. identify the relevant external stakeholders;
      2. program for sufficient consultation with external stakeholders to minimise impacts on achieving approval of the Project in accordance with the Commonwealth's Program;
      3. arrange, prepare for and facilitate such consultation with external stakeholders; and
      4. ensure the outcomes of such consultations are appropriately incorporated into the relevant documentation for the Project.
2. Site Selection
   1. The Consultant must (in consultation with the Commonwealth's Representative):
      1. assess and provide recommendations with respect to siting options. This includes, but is not limited to:
         1. all necessary consultation with key stakeholders (including the Project Sponsor) and relevant people identified on the Defence website site selection member and stakeholder list; and
         2. complying with the process described on Defence website, including:
            1. identifying available options through the development of a "Site Selection Brief" using the most recent version of the applicable template on Defence website (or if no format/template is available, the format/template approved by the Commonwealth's Representative); and
            2. completing the Site Selection Matrix using the most recent version of the applicable template on Defence website (or if no format/template is available, the format/template approved by the Commonwealth's Representative) for all feasible options;
      2. prepare for, attend, present and minute the Site Selection Board;
      3. update the Site Selection Brief or Site Selection Matrix as a result of the outcomes of the Site Selection Board;
      4. prepare the site selection board outcome brief for relevant approvals as detailed on Defence website; and
      5. communicate the outcomes of the Site Selection Board to the Project stakeholders, other project PMCAs (if relevant), Project Contractors and Other Contractors, as directed by the Commonwealth's Representative.
3. 5% MPFR
   1. The Consultant must prepare, and carry out all activities necessary for the preparation of, the 5% MPFR.
   2. The purpose of the 5% MPFR is to develop the functional requirements for the Works and identify options which meet the Commonwealth's requirements for the Project.
   3. The Consultant must ensure the 5% MPFR:
      1. contains sufficient information to enable achievement of necessary Approvals;
      2. provides for functional and other outcomes consistent with the Sponsor’s Functional Requirements Brief and other stakeholder consultation;
      3. is informed by appropriate Site investigations and assessments;
      4. complies with all applicable Statutory Requirements including any applicable requirements set out on Defence website;
      5. is submitted to, and reviewed by, the Project Governance Board and updated to reflect any comments or feedback received;
      6. is suitable for inclusion, in the scope documentation (for example, the Works Description or Brief) for inclusion in the relevant Tender Documents for procurement of a Project Contractor; and
      7. includes such other information as required by the Commonwealth's Representative.
   4. The Consultant is to produce a cost report to P70 Cost Confidence with the 5% MPFR.
4. Market Sounding
   1. The Consultant must undertake market sounding activities for the purposes of determining the appropriate project delivery methodology and generating market awareness and gauging market interest in the Project. The Consultant must:
      1. undertake supply chain analysis for the purposes of informing the market sounding activities to be undertaken;
      2. prepare market sounding documentation in accordance with the format/template provided by the Commonwealth (or if no format/template is provided by the Commonwealth, a format/template approved by the Commonwealth’s Representative) as amended from time to time;
      3. arrange for the upload of (or, if required, upload) the market sounding documentation onto AusTender;
      4. review and consider all responses received from the market; and
      5. reflect the outcome of the market sounding activities in the procurement planning documentation for the Project.
   2. [***Optional - Commonwealth to insert the following if more detailed market soundings are required: Additional Market Sounding Activities***
      1. *In addition to and without limiting the market sounding activities under clause 12.1, the Consultant must undertake additional market sounding activities, the purpose of which is to identify and assess any current or emerging industry capacity constraints around the Site and prepare mitigation measures to avoid or minimise any negative impact on the Project. Additionally, this will allow the Consultant and the Project team to forecast and maximise local industry and indigenous participation, including to help identify contractors who have the capacity and capability to deliver the Works.*
      2. *The Consultant must (in consultation with the Commonwealth's Representative):*
         1. *determine the location(s) and timing of the market sounding sessions;*
         2. *arrange, prepare for and attend any market sounding session, and any information session to be held in relation to the market sounding process, including:*
            1. *prepare advertisements for the market soundings;*
            2. *identify, arrange and confirm the venue for each market sounding, including any necessary teleconferencing and/or videoconferencing arrangements;*
            3. *notify attendees of proposed dates and timings;*
            4. *compiling attendee lists;*
            5. *prepare and circulate an agenda to attendees;*
            6. *arrange access to the relevant location; and*
            7. *develop and deliver any presentation on the Project; and*
         3. *carry out other activities as required in connection with the market sounding activities, including undertaking any relevant procurement activities arising out of the market sounding activities and to ensure that the outcomes of the market soundings are appropriately incorporated into the relevant documentation for the Project*.]
5. Project Delivery Methodology and Procurement Planning (including PDDP Part 2)
   1. The proposed procurement and delivery methodology for each Project Contract as specified in Part 1 of the Brief is indicative only. The Consultant is responsible for:
      1. reviewing, recommending and justifying the appropriate procurement and delivery methodology for the Project, informed by an appropriate risk analysis in the context of the Project and the other activities in the Development Phase, including in respect of market sounding, stakeholder consultation and Project development;
      2. preparation of the PDDP Part 2; and
      3. preparing, amending, managing and/or confirming (as relevant) all other procurement planning documentation for each Project Contract.
   2. The Consultant must:
      1. provide a recommendation with respect to the appropriate delivery method(s) for the Project and all other necessary advice and information required to prepare or update the PDDP Part 2 (such recommendation to include a description of the advantages and disadvantages of proceeding with the delivery of the Project under each relevant method and other matters relevant to the recommendation); and
      2. prepare or update (as applicable) the PDDP Part 2, including:
         1. co-ordinating, developing and preparing the PDDP Part 2 in accordance with the format/template provided by the Commonwealth (or if no format/template is provided by the Commonwealth, a format/template approved by the Commonwealth’s Representative) as amended from time to time;
         2. ensuring that the PDDP Part 2 addresses all matters specified in the template provided or approved by the Commonwealth's Representative under subparagraph (i), including details of:
            1. project aims and descriptions;
            2. previous considerations;
            3. approval pathway;
            4. risk assessment;
            5. procurement requirements;
            6. recommended procurement strategy in respect of Project Contractors and other consultants;
            7. applicable Commonwealth policies;
            8. project budget;
            9. security requirements;
            10. approvals; and
            11. recommendations;
         3. liaising with the Commonwealth's probity and legal advisers and the Commonwealth's Representative to finalise the development of the PDDP Part 2;
         4. preparing for and facilitating any refinement of the PDDP Part 2 to reflect feedback provided by the Commonwealth's probity and legal advisers or the Commonwealth's Representative;
         5. providing the PDDP Part 2 to the Commonwealth's Representative for approval by the Commonwealth's delegate; and
         6. updating the PDDP Part 2 and obtaining the approval from the Commonwealth's delegate for such updates during the course of the procurement activities and the Project to reflect any change to the procurement strategy or delivery method for the Project Contract(s), including any change to the evaluation criteria and the TEP.
6. Business Cases
   1. ***Generally***
      1. In preparing each Business Case required under this paragraph 14, the Consultant must co-ordinate and consolidate relevant information to support the development of the business case (including information required from any Project Contractor or stakeholder), and do all things necessary to prepare a quality product which:
         1. is supported by a logical argument of the options presented;
         2. is free from errors;
         3. addresses all relevant matters and issues contained in the most recent version of the relevant template on Defence website (or if no format/template is available, the format/template approved by the Commonwealth's Representative); and
         4. is developed in accordance with all applicable Resource Management Guides published by the Department of Finance.
      2. Each Business Case will be authored by the Consultant.
      3. The Consultant must utilise the “Capability Costing Tool” (or such other costing or Business Case planning tool notified by the Commonwealth’s Representative) in preparing each Business Case and ensure any relevant personnel and subconsultant personnel also utilise this tool (including the Consultant’s certified quantity surveyor). For this purpose, the Consultant must have and maintain and, to the extent such services are subcontracted, procure that any subconsultant have and maintain, Defence Protected Network access for those relevant personnel and subconsultant personnel required to utilise the tool, and the Consultant is required to apply for, obtain and manage the use of a Defence Remote Electronic Access and Mobility Service (DREAMS) to the extent such personnel require access for this purpose.
   2. ***Initial Business Case (IBC)***

***[Commonwealth to retain this provision if required, otherwise insert "The Consultant*** ***is not required to prepare*** ***the IBC."]***

* + 1. The purpose and objectives of the IBC are:
       1. for the Commonwealth to set out the possible benefits and costs associated with the Project in a consistent and logical format and to have developed those options to secure Government Approval (1st pass approval) to further develop the options for delivery of the Project;
       2. to articulate the business need, outline the options available to meet this need, the risks associated with each option, and provide the associated broad order of costs for each option (to P50 cost confidence); and
       3. to achieve agreement of the option(s) to be further developed and authorisation of the funds necessary to undertake project development activities leading up to second pass Government Approval and Parliamentary Approval.
    2. The Consultant must be able to provide the IBC services, as and when directed by the Commonwealth, and in accordance with the timeframes provided by the Commonwealth's Representative and ensure the IBC includes:
       1. an analysis of all available options (including a “do nothing” option), and identifies a preferred option and determines the viability of the option, in line with the processes on Defence website;
       2. a description of the business need for the Project;
       3. an accurate statement of requirements;
       4. a risk analysis and management strategy;
       5. initial procurement options analysis;
       6. indicative implementation schedule;
       7. proposed governance arrangements that include project management and project oversight arrangements;
       8. a cost plan including probabilistic risk components (to P50 confidence using Monte Carlo simulation – provided by the Consultant’s certified quantity surveyor);
       9. whole of life costing estimate based on parametric (to P50 confidence using Monte Carlo simulation – provided by the Consultant’s certified quantity surveyor);
       10. cost benefit analysis; and
       11. plan for meeting obligations required, such as environment and heritage and other Approvals, if required.
  1. ***Preliminary Detailed Business Case (PDBC)***

*[Commonwealth to retain this provision if required, otherwise insert "The Consultant is not required to prepare the PDBC."]*

* + 1. The purpose of the PDBC is for the Commonwealth to set out the benefits and costs associated with the Project in a consistent and logical format and to have developed those options to ascertain cost confidence to P70 level to secure Government Approval (2nd pass approval). The PDBC is generally only required for capability projects to provide maximum transparency to all key stakeholders (including the Project Sponsor) and detail relevant factors and issues.
    2. The outcomes of Government Approval (2nd pass approval) are:
       1. the further development of Project documentation which may include further design; and
       2. the achievement of further necessary Approvals, including Parliamentary Approval.
    3. The Consultant will ensure the PDBC details:
       1. updated options analysis (including a “do nothing” option);
       2. updated statement of user requirements (based purely on performance, including a proposed “threshold” level of performance);
       3. updated risk management strategy and risk plan;
       4. updated project program (including steps to go from PDBC to DBC);
       5. updated proposed governance arrangements that include project management and project oversight arrangements;
       6. updated detail of pre-second stage activities (including what will be delivered, including market testing); and
       7. updated cost plan including probabilistic risk components (to P70 confidence using Monte Carlo simulation – provided by the Consultant’s certified quantity surveyor).
  1. ***Detailed Business Case (DBC)***
     1. The purpose of the DBC is for the Commonwealth to fully inform the Government of the preferred option to address the objectives of the Project and to have developed that option to ascertain cost confidence to P80 level to achieve Departmental Approval (Gate 2) and Government Approval (2nd pass approval) for sustainment projects and/or inform Parliamentary Approval (PWC) for both capability and sustainment projects. The governing principle for developing the DBC is to provide maximum transparency to all key stakeholders (including the Project Sponsor) and inclusion of all relevant factors and issues.
     2. The outcomes of Departmental Approval (Gate 2) and Government Approval (2nd pass approval) are:
        1. the further development of Project documentation (including further design); and
        2. the achievement of further necessary Approvals, including Parliamentary Approval.
     3. The Consultant must ensure the DBC details:
        1. an updated cost benefit analysis (using the information from the cost plan and whole-of-life estimate at PDBC stage) or financial analysis (as appropriate) of the available options, and of the base case (“do nothing” option);
        2. a statement of the updated user requirements;
        3. preliminary designs and drawings;
        4. risk management plan and project/whole-of-life risk analysis;
        5. project delivery and procurement strategy;
        6. project program (including relevant Government approvals);
        7. cost plan, including probabilistic risk components (to P80 confidence using Monte Carlo simulation – provided by the Consultant’s certified quantity surveyor);
        8. whole-of-life cost estimate (to P80 confidence using Monte Carlo simulation – provided by the Consultant’s certified quantity surveyor);
        9. other legislative requirements such as environment and heritage obligations; and
        10. stakeholder management plans and communications strategy.

1. Assistance with other Departmental and Government Approvals
   * 1. Where applicable to the Project, the Consultant must provide all reasonable assistance to the Commonwealth to achieve other relevant Departmental and Government Approvals for the Project.
     2. This may include:
        1. provision of all cost details necessary for obtaining "Cost Agreement" from the Department of Finance;
        2. provision of technical information and input into Ministerial Advice and/or Representations or other correspondence; and
        3. attending at relevant briefings to support the Commonwealth to achieve other Departmental and Government Approvals.
2. Assistance with other Approvals
   1. Where applicable to the Project, the Consultant must provide all reasonable assistance to the Commonwealth to achieve other relevant Approvals for the Project. This may include:
      1. provision of technical information, development and input into Ministerial Advice, Development Applications and/or Representations or other correspondence (as applicable); and
      2. attending at relevant briefings to support the Commonwealth to achieve other Approvals.
3. Parliamentary Approval
   1. If applicable to the Project, the Consultant must provide all reasonable assistance to the Commonwealth to achieve Parliamentary Approval of the Project. This includes assisting the Commonwealth to prepare for Parliamentary Approval of the Project using the process described in the CFI Branch Guide on the Parliamentary Standing Committee on Public Works, as updated from time to time, including:
      1. preparing, revising and finalising the Draft Statement of Evidence for the Project;
      2. preparing, revising and finalising the draft Confidential Cost Estimate and the Project Risk Register for the Project;
      3. preparing, revising and finalising the detailed Confidential Cost Estimate for the Project;
      4. developing, co-ordinating, revising and finalising the Fact Sheets for the Project;
      5. preparing all documentation and participate in all necessary public information sessions and stakeholder consultation briefings;
      6. preparing the presentation and participate in Project briefing;
      7. preparing documentation, co-ordinate all activities for and participate in any necessary PWC site inspections;
      8. developing and preparing the Community Consultation Report and updated Risk Register no later than 21 days prior to the hearing date;
      9. preparing, revising and finalising the witness packs including factsheets for all Defence witnesses and whisperers;
      10. developing potential questions and responses for red-team session;
      11. co-ordinating and preparing factsheets and/or drafting responses to address any concerns/issues raised in any public submissions;
      12. preparing (if necessary) the documentation to request approval for concurrent documentation, including justification on why its required;
      13. co-ordinating all technical support material required as evidence for parliamentary Approval in respect of the Project; and
      14. drafting, revising and finalising further documentation required to support the Parliamentary Approval process.
   2. The Statement of Evidence, Confidential Cost Estimate and Risk Register will be authored by the Consultant.
   3. The Consultant must attend up to three rehearsals to prepare for the PWC Hearing.
   4. The Consultant must attend the Project briefing, site inspection and PWC public and in-camera hearings and may be required to give evidence at the PWC hearing. The Consultant must assume that the PWC hearing will be held at a venue to be arranged by the PWC Secretariat.

***[Optional - Commonwealth to consider replacement of the above provisions with the following where only a medium works notification to the PWC is required:*** *The Consultant must provide all reasonable assistance to the Commonwealth to achieve Parliamentary Approval (medium works notification approval) of the Project. This includes:*

* + 1. *preparing, revising and finalising the medium works notification for the Project;*
    2. *co-ordinating all technical and other support material required for inclusion in the medium works notification;*
    3. *preparing and co-ordinating responses to requests for additional information from the PWC; and*
    4. *drafting, revising and finalising further documentation and undertaking all other activities required to support the medium works notification process, including as described in the PWC Procedure Manual.]*

1. Site and Capacity Investigations and Site Access
   1. The Consultant must:
      1. identify any site, site condition and capacity investigations that will be required for the Project; and
      2. arrange for such further site, site condition and capacity investigations to be carried out, including by identifying the relevant requirements, incorporating such requirements in relevant procurement and/or execution documentation and administering such investigations under each relevant Project Contract.
   2. The Consultant must ensure that the outcomes of these investigations are appropriately incorporated into the relevant documentation for the Project.
   3. Without limiting clause 2.6 of the Terms of Engagement, the Consultant must co-ordinate Site access for investigations, design, construction, and other activities required under the Contract with other Site activities (including other infrastructure projects) in a manner that is safe and minimises disruption to the Site's ongoing operations.
2. ICT Investigations (and Liaison with CIOG)
   1. The Consultant must:
      1. assist the Commonwealth to identify any ICT infrastructure investigations that will be required for the Project (for example, the investigation of the need for any upgrades to cabling infrastructure, impact on active components and identification of future expansion requirements) including by consulting with the Chief Information Officer Group (**CIOG**);
      2. liaise with CIOG to facilitate the delivery of all ICT not delivered under a Project Contract and to arrange for such further ICT infrastructure investigations to be carried out, including by identifying the relevant requirements, incorporating such requirements in relevant procurement and/or execution documentation and administering such requirements and investigations under each relevant Project Contract; and
      3. assist the Commonwealth to ensure that the Project's ICT objectives are maximised and addressed, including by liaising with CIOG, the Project Contractors and Other Contractors.
   2. The Consultant must ensure that the outcomes of these investigations are appropriately incorporated into the relevant documentation for the Project.
3. Other Investigations
   1. The Consultant must:
      1. identify any other investigations required for the purposes of each Business Case required under paragraph 14 critical issues and resource requirements relevant to the Project (e.g. parallel planning, feasibility studies to develop options, master planning, logistic planning, traffic planning, etc); and
      2. arrange for such investigations to be carried out, including by identifying the relevant requirements and incorporating such requirements in relevant procurement and/or execution documentation.
   2. The Consultant must ensure that the outcomes of these investigations are appropriately incorporated into the relevant documentation for the Project.
4. Design Review
   1. The Consultant must manage the design review process, including:
      1. the co-ordination of input from all key stakeholders and subject matter experts (including the Project Sponsor and (where applicable) the Directorate of Estate Engineering Policy) including to:
         1. provide copies of the design documentation (or similar) produced by the Project Contractor;
         2. co-ordinate the review of the design documentation (or similar) by such stakeholders and subject matter experts;
         3. obtain, co-ordinate and collate all stakeholder and subject matter feedback on the relevant design documentation (or similar); and
         4. provide all feedback received to the Project Contractor (including any additional feedback as directed by the Commonwealth's Representative); and
      2. conducting its own thorough review of the design documentation (or similar) produced by a Project Contractor prior to seeking the input required under subparagraph (a). Without limiting the Consultant's other obligations under the Contract, the Consultant's design review methodology must be in accordance with the Estate Governance and Integrity System and the methodology in the Project DCAP.
   2. The Consultant must ensure that, in undertaking design reviews, it carries out a thorough review and reasonableness check to ensure that the design by all disciplines is consistent and in accordance with:
      1. the relevant Project Contract, which includes ensuring that the relevant quality requirements have been met and are in accordance with the Brief/Works Description (or equivalent) under that Project Contract;
      2. the completeness of the design material in line with the obligations of the Brief/Works Description (or equivalent) under that Project Contract;
      3. the budget and program for the Project;
      4. the outcomes of previous risk management, value management, lessons learnt, site selection, all investigations and ICT investigation activities;
      5. the outcomes of previous design reviews, including that the outcomes of previous design reviews and design review workshops have been addressed;
      6. Consultant's proposed value management activities against the report;
      7. safety in design requirements; and
      8. all relevant Statutory Requirements, including the WHS Legislation.
   3. The Consultant must prepare a written report against the requirements of paragraph 21.2 and clause 5.11 of the Terms of Engagement to accompany the release of the Project Contractor's design documentation (or similar) to the Commonwealth's Representative, stakeholders (including the Project Sponsor) and subject matter experts (**Design Review Report**). The Design Review Report must be set out in a way that best achieves the project objectives including, at a minimum:
      1. set out details of non-conformances in the design against the requirements of paragraph 21.2;
      2. identify any items, issues and risks which require specific stakeholder and subject matter expert review and feedback including having regard to any relevant requirements set out in Defence website or the Estate Governance and Integrity System (**EGIS**) (including to attach any relevant templates);
      3. provide details of how stakeholder and subject matter feedback previously provided in respect of design documentation (or similar) has been addressed by the Project Contractor and the Consultant's analysis of whether the feedback has been satisfactorily addressed;
      4. report on the outcomes of any prior design review workshop and how the outcomes of the workshop have has been addressed by the Project Contractor and the Consultant's analysis of whether the outcomes have been satisfactorily addressed; and
      5. otherwise address any other requirement as notified by a stakeholder or the Commonwealth's Representative from time to time.
   4. The Consultant must prepare for, convene and facilitate a design review workshop in respect of each design Milestone in the Development Phase.
   5. The Consultant must carefully consider and recommend the location and timing of each design review workshop, having regard to the relevant time period for review of design documentation in the Project Contract and to the proposed attendees at the workshop. Once the timing and location of the design review workshop is confirmed, the Consultant must arrange for an appropriate venue at the proposed location.
   6. For each design review workshop, the Consultant must (in consultation with the Commonwealth's Representative):
      1. prepare and issue invitations to required attendees (not less than 14 days prior to the proposed workshop);
      2. prepare and circulate an agenda for the workshop (not less than 7 days prior to the proposed workshop);
      3. to the extent not already provided, provide the relevant design documentation (or similar) produced by the Project Contractor to all attendees before the workshop;
      4. receive stakeholder feedback on the design documentation, collate such feedback and provide this to the Project Contractor before the workshop;
      5. identify, arrange and confirm the venue for the workshop, including any necessary teleconferencing arrangements;
      6. facilitate and conduct the workshop (with such facilitator to be a specialist facilitator who is separate and independent from the resources involved in the Project) in accordance with the methodology in the Project DCAP and any direction of the Commonwealth’s Representative; and
      7. prepare and circulate the minutes of the workshop (not later than 5 business days after the conclusion of the workshop), which must be accurate and free from errors.
   7. The Consultant must ensure that the outcomes of each design review workshop are appropriately incorporated into the relevant documentation for the Project and confirmed in the following Design Review Report.
5. Risk Management
   1. The Consultant must prepare, update and maintain a "Risk Register" for the Project in accordance with the methodology provided in its Project DCAP and the requirements of WHS Legislation. The current Risk Register must be included (and reported against) in each PMCA Monthly Report.
   2. The Consultant must prepare for, convene and facilitate a risk workshop at a minimum in respect of each design Milestone in the Development Phase and as otherwise in accordance with the Project DCAP and as necessary to inform the Monte Carlo simulation required for each Business Case.
   3. The Consultant must consider, recommend to and confirm with the Commonwealth's Representative the location and timing of each risk workshop, with reference to the proposed attendees at the workshop. Once the location of the risk workshop is confirmed, the Consultant must arrange for an appropriate venue at the agreed location.
   4. For each risk workshop, the Consultant must (in consultation with the Commonwealth's Representative):
      1. prepare and issue invitations to required attendees;
      2. prepare and circulate an agenda for the workshop (not less than 7 days prior to the proposed workshop);
      3. provide the current Risk Register for the Project to all attendees before the workshop;
      4. receive stakeholder feedback on the Risk Register, collate such feedback and provide this to any relevant Project Contractor before the workshop, as directed by the Commonwealth's Representative;
      5. identify, arrange and confirm the venue for the workshop, including any necessary teleconferencing arrangements. The Consultant must assume that each workshop will be held at a venue to be provided by the Consultant in the location described above;
      6. facilitate and conduct the workshop (with such facilitator to be a specialist facilitator who is separate and independent from the resources involved in the Project) in accordance with the methodology in the Project DCAP (being at least in accordance with the relevant international standard for risk management) and any direction by the Commonwealth's Representative; and
      7. prepare and circulate the minutes of the workshop (not later than 5 business days after the conclusion of the workshop), which must be accurate and free from errors.
   5. The Consultant must ensure that the outcomes of each risk management workshop are appropriately incorporated into the relevant documentation for the Project.
6. Value Management
   1. The Consultant must prepare for, convene and facilitate a value management workshop in respect of each design Milestone in the Development Phase.
   2. The purpose of the value management workshops is to establish or confirm important requirements and identify suitable options within resource constraints.
   3. The Consultant must consider, recommend to and confirm with the Commonwealth's Representative the location and timing of each value management workshop, with reference to the proposed attendees at the workshop. Once the location of the value management workshop is confirmed, the Consultant must arrange for an appropriate venue at the agreed location.
   4. For each value management workshop, the Consultant must (in consultation with the Commonwealth's Representative):
      1. prepare and issue invitations to required attendees;
      2. prepare and circulate an agenda for the workshop (not less than 7 days prior to the proposed workshop);
      3. provide necessary information to all attendees before the workshop, as directed by the Commonwealth's Representative;
      4. receive stakeholder feedback, collate such feedback and provide this to any relevant Project Contractor before the workshop, as directed by the Commonwealth's Representative;
      5. identify, arrange and confirm the venue for the workshop, including any necessary teleconferencing arrangements. The Consultant must assume that each workshop will be held at a venue to be provided by the Consultant in the location described above;
      6. facilitate and conduct the workshop (with such a facilitator to be a specialist facilitator who is separate and independent from the resources involved in the Project) in accordance with the methodology in the Project DCAP and any direction by the Commonwealth's Representative; and
      7. prepare and circulate the minutes of the workshop (not later than 5 business days after the conclusion of the workshop), which must be accurate and free from errors.
   5. The Consultant must ensure that the outcomes of each value management workshop are appropriately incorporated into the relevant documentation for the Project.
7. Master Program
   1. Without limiting the Consultant's obligations under clause 7.2 of the Terms of Engagement, and as a separate and independent obligation, the Consultant must prepare and maintain as a separate document an overall "Master Program" for the Project by which the Consultant's performance of the Services and the overall status of the Project will be benchmarked (**Master Program**). The Master Program must be prepared in accordance with the format/template approved by the Commonwealth's Representative.
   2. The Master Program must, as a minimum:
      1. set out the date by which the facility is to be occupied (**in-service date**) for each element of the Works;
      2. set out the timing for the submission and finalisation of Consultant Material (including deliverables and documents) required by the Contract;
      3. include a separate sub-program of all procurement and engagement activities for Project Contractors and each Project Contract;
      4. account for all relevant matters affecting the Services outlined in the Brief;
      5. set out program-related matters identified by the Consultant;
      6. demonstrate consistency with the data incorporated by the Consultant on GEMS;
      7. include key milestones and activities (including any Approval milestones and deliverables) to be carried out by the Consultant and any Project Contractor; and
      8. set out such other matters as the Commonwealth's Representative may specify.
   3. The Consultant must:
      1. submit a first draft Master Program for the review by the Commonwealth's Representative by [***Commonwealth to insert, e.g. no later than submission of the PDDP (Part 2)***];
      2. update and submit a final Master Program to address any comments by the Commonwealth's Representative, for the approval by the Commonwealth's Representative within such timeframe as required by the Commonwealth's Representative; and
      3. incorporate the program into the scheduling requirement of GEMS.
   4. Once approved by the Commonwealth's Representative under subparagraph 24.3(b):
      1. the Master Program may only be updated by the Consultant with the approval of the Commonwealth's Representative where the Consultant has demonstrated to the Commonwealth's Representative's satisfaction that key dates in the Master Program must be moved as a result of any action (including any Approval) by the Commonwealth; and
      2. the Consultant must use the Master Program as a benchmark against which the progress of the Project will be measured, including to report against any deviations from the Master Program in accordance with subparagraph 5.5(b)(vi).
   5. The Consultant must undertake all necessary activities to ensure that each in-service date shown in the Master Program is met including by proactively working to identify and implement actions to overcome potential or actual delays.
8. Quantity Surveying and Independent Programming
   1. The Consultant will be required to provide:
      1. quantity surveying and cost planning services (through engagement of a certified quantity surveyor), including to review and report on all cost/budget information provided by the Consultant or a Project Contractor, and to generally identify any concerns, errors or omissions with the cost/budget information provided by the Project Contractors or their cost planners; and
      2. independent programming services (through engagement of an independent subconsultant), including to review and report on all programming information provided by the Consultant or a Project Contractor, and to generally identify and report on any concerns, errors or omissions with the programming information.
   2. At a minimum, the quantity surveying, cost planning and independent programming reviews must be undertaken:
      1. in respect of the Request for Tender process for each Project Contract;
      2. at each design Milestone in the Development Phase; and
      3. [***Commonwealth to insert any additional requirements*]**.
   3. The appointment of the certified quantity surveyor and independent programmer will not relieve the Consultant of any of its liabilities or obligations under the Contract.
9. Cost Planning and Financial Forecasts and Reporting
   1. The Consultant must prepare and maintain an overall "Cost Plan" for the Project in accordance with the format/template provided by the Commonwealth (or if no format/template is provided by the Commonwealth, a format/template approved by the Commonwealth's Representative), as amended from time to time and the methodology provided in its Project DCAP. This includes co-ordinating and integrating the information provided by consultants, Project Contractors and Other Contractors.
   2. As part of its cost planning activities the Consultant must:
      1. prepare an expenditure forecast for the Project and update the expenditure forecast on a monthly basis and prior to engaging a Project Contractor, assessing the forecast monthly expenditure for the Project against:
         1. the relevant quarterly forecast; and
         2. anticipated Project Contractor and consultant expenditure;
      2. in addition to the monthly forecast, prepare a prospective annual and thereafter quarterly forecast expenditure, each with a detailed breakdown on a month-by-month basis, of the anticipated cashflow for the Contractor's Activities and the Works and detailed particulars of the risks, opportunities, issues or matters which may impact on the accuracy of that forecast;
      3. prepare and provide:
         1. quarterly reconciliations of each quarterly expenditure forecast; and
         2. an annual reconciliation of the annual expenditure forecast,

within the time specified by the Commonwealth's Representative (or if not specified, within 21 days of the relevant quarter or year), and, if a reconciliation identifies there is any difference between forecast and actual expenditure, provide:

* + - 1. an explanation for such difference by reference to the risks, opportunities, issues and matters particularised in the forecast; and
      2. the steps the Consultant has taken to prevent, end, avoid, mitigate or otherwise manage the risks associated with such difference; and
    1. ensure that it has obtained sufficient and accurate information to input into the Mid-Year Economic and Fiscal Outlook (MYEFO), Portfolio Budget Statements (PBS), Portfolio Additional Estimates Statements (PAES) and monthly reports.
  1. In preparing Project expenditure forecasts the Consultant:
     1. must consider and assess any existing forecasts or budget allocation made available by the Commonwealth after the Award Date including having regard to the then current program for the Works;
     2. may propose updates to such forecasts or allocations having regard to the outcome of its review, including by identifying areas of potential re-phasing or reprogramming of the works or otherwise potential efficiencies or offsets identified by the Consultant;
     3. must provide proactive advice and assistance to the Commonwealth to inform the development, refinement and maintenance of the Project's financial year(s) forecast expenditure (by month);
     4. must identify expenditure trends, issues and risks and proactively work to ensure actual Project expenditure meets forecast expenditure;
     5. must advise the Commonwealth's Representative of potential risks and issues relating to Project expenditure and opportunities to overcome those issues and risks including opportunities to accelerate or decrease Project expenditure having regard to the then current circumstances; and
     6. must take all necessary steps to effectively allocate, manage and report on Project contingency and risk provisions.
  2. The Consultant must use its best endeavours to ensure that actual Project expenditure is consistent with forecast Project expenditure.

1. Future Sustainment, Employment and Operating Costs
   1. The Consultant ***[is/is not]*** required to develop and refine the Project's Future Sustainment, Employment and Operating Costs (**FSEOC**) (as that term is amended from time to time by the Commonwealth) for the purpose of the Detailed Business Case. These costs will include any costs associated with the through-life sustainment, operation and staffing of the relevant infrastructure.
   2. If the Consultant is not required to develop and refine the Project's FSEOC, the Consultant may be required to independently verify the FSEOC estimate produced by any Project Contractor.
   3. If the Consultant is required to develop and refine the Project's FSEOC, the Consultant must:
      1. co-ordinate and integrate the information provided by Project Contractors;
      2. provide the Project FSEOC at [***Commonwealth to insert e.g. the 30% Concept Design Report Milestone***] in accordance with the cost confidence required at that Milestone in accordance with the format/template provided by the Commonwealth (or if no format/template is provided by the Commonwealth, a format/template approved by the Commonwealth's Representative), as amended from time to time and the methodology provided in its Project DCAP;
      3. have regard to the maintenance requirements of infrastructure (both new and established) over the life of the structure;
      4. provide detailed planning cost estimates of infrastructure options. Planning cost estimates are required to provide an indication of likely total construction costs;
      5. liaise with relevant Commonwealth officers to obtain sufficient data relating to the development or refinement of FSEOC;
      6. in the absence of applicable relevant data, use accepted industry rates and practice to determine the FSEOC; and
      7. undertake all activities to facilitate the endorsement of the final FSEOC by the relevant approving authority.
   4. If the Consultant is required to develop and refine the Project's FSEOC, the Consultant acknowledges and agrees that the final FSEOC estimates require endorsement by the relevant approving authority.
2. Protective Security Working Group
   1. The Consultant will convene (and reconvene as necessary) and minute a Protective Security Working Group (**PSWG**), with attendance and assistance as necessary by a Security Construction and Equipment Committee (**SCEC**) endorsed subconsultant, noting that this SCEC subconsultant is to be from a different SCEC endorsed provider than any SCEC subconsultant engaged by the Project Contractor.
   2. The outcomes of the PSWG meeting(s) will determine the Statutory Requirements applicable to the security aspects of the Works, inform the Project Security Plan and identify the relevant accrediting authority/ies for the Delivery Phase services. Security agreements between Defence and any other Agency will also need to be considered.
   3. The Consultant will be responsible for sourcing all material, conducting all consultation and gaining all agreements necessary to achieve security accreditation without delay to user occupation of the Works.
   4. Where the Consultant does not hold the relevant security clearance for its personnel and/or storage facilities, security materials are to be held and circulated as necessary by the SCEC subconsultant and/or the Project Contractor (or the Project Contractor's SCEC subconsultant). In any case, all material held relating to security design, accreditation and agreements is to be provided to the Commonwealth’s Representative at appropriate times, and at a minimum at:
      1. submission of each Design Report Milestone;
      2. submission of the PWC Statement of Evidence;
      3. completion of the As-Constructed design;
      4. completion of the Works; and
      5. (as necessary) the Project close-out.
3. Project Security Plan
   1. The Consultant must update and maintain the "Project Security Plan" provided by the Commonwealth (**Project Security Plan**). The Consultant must ensure the Project Security Plan addresses, at a minimum:
      1. the security risks and requirements for the Project, including all applicable Statutory Requirements in respect of physical and information security, including the:
         1. Australian Government Protective Security Policy Framework;
         2. Australian Government Information Security Manual; and
         3. Defence Security Principles Framework; and
      2. the requirements for the management and certification of the security features of the Works to ensure all Project security requirements are met.
   2. Subject to paragraph 29.3, the Consultant must regularly review and update the Project Security Plan as required to:
      1. ensure any outcomes of the Protective Security Working Group meetings are captured;
      2. when information contained in the Project Security Plan is no longer current; and
      3. otherwise, as required by the Commonwealth's Representative.
   3. The Consultant must:
      1. ensure that the relevant Project Contract incorporates requirements to maintain and update the Project Security Plan which are at least equivalent to the obligations set out in the Brief including to regularly update the Project Security Plan;
      2. transfer responsibility of the Project Security Plan to the relevant Project Contractor (once engaged); and
      3. actively monitor the Project Contractor's compliance with the relevant requirements in respect of the Project Security Plan, in accordance with the relevant Project Contract.
4. Defence Common Access Card (DCAC) Processing
   1. [***Commonwealth to insert applicable option - The Consultant is*** ***not*** ***responsible for DCAC applications for Consultant and Project Contractor personnel. / The Consultant is responsible for processing and submitting DCAC applications for Consultant and Project Contractor personnel.***
   2. ***The Consultant must:***
      1. ***ensure the Project Security Plan outlines arrangements for, and conditions governing, the Consultant's processing and submitting of DCAC applications;***
      2. ***use the DCAC application form as notified by the Australian Government Security Vetting Agency (AGSVA) or the Commonwealth's Representative when processing and submitting DCAC applications;***
      3. ***ensure that only Consultant personnel that hold Defence Security Officer accreditation are permitted to process and submit DCAC applications; and***
      4. ***comply with the Project Security Plan and all relevant Statutory Requirements, including applicable Defence security policy and DISP requirements when processing and submitting DCAC applications.***]
5. Defence Industry Security Program (DISP)
   1. Without limiting clause 18 of the Terms of Engagement, the Consultant must:
      1. be "Defence-ready" for the purposes of the DISP;
      2. comply with any direction or requirement of the Commonwealth's Representative in relation to the DISP; and
      3. [***Commonwealth to insert, if required:*** *hold and maintain DISP accreditation at a minimum of* ***[Commonwealth to insert applicable level - i.e. Entry Level / Level 1 / 2 / 3 - for all/each element of Governance, Personnel Security, Physical Security and Information and Cyber Security depending on the particular risks for the project (see the Defence Industry Security Program - Suitability Matrix in the DSPF for guidance)]***.]
6. Program-wide activities

[***Commonwealth to insert requirements, if applicable, including additional requirements for interface with the program/other projects within the program over and above clause 2.13 of the Terms of Engagement, having regard to the below example.***]

* 1. Without limiting clause 2.13 of the Terms of Engagement, the Consultant must liaise regularly and undertake consultation with the project teams, and external consultants or PMCAs appointed for the program, as required to:
     1. address and monitor the program-wide activities and requirements, including any interface, co-ordination and Site access issues; and
     2. ensure that program and cost estimates for the program remain up to date, complete and accurate when they are required to be submitted.

The Consultant must ensure that the program-wide activities are and such consultation is appropriately incorporated into the relevant documentation for the Project.

1. Environment and Heritage
   1. The Consultant must:
      1. assist the Commonwealth to identify any environment and heritage services that will be required for the Project from information available, or from consultation with relevant stakeholders and authorities;
      2. assist the Commonwealth to arrange for such environment and heritage services to be carried out, including by identifying the relevant requirements, incorporating such requirements in relevant procurement and/or execution documentation and administering such investigations under each relevant Project Contract; and
      3. assist the Commonwealth to ensure that the Commonwealth's environment and heritage objectives are maximised and addressed, including by liaising with the Project's other PMCAs (if any), Project Contractors and Other Contractors.
   2. ***EPBC Act***
      1. Without limiting clauses 2.10 or (if it applies) clause 2.14 of the Terms of Engagement, the Consultant must assist the Commonwealth to comply with its obligations under the *Environment Protection and Biodiversity Conservation Act* *1999* (Cth) (**EPBC Act**), including the conditions of any approval or permit issued under the EPBC Act in respect of the Project or the Site (**EPBC Approval**).
      2. The Consultant must, in respect of any EPBC Approval:
         1. identify the parts of the Project or the Site relevant to or affected by the EBPC Approval;
         2. provide each Project Contractor with a copy of the EPBC Approval;
         3. actively review all Project Contractor Documentation (including project plans and design documentation) to ensure compliance with the EPBC Approval (and, if necessary, require each Project Contractor to submit updated or amended Project Contractor Documentation that complies with the EPBC Approval);
         4. if required, direct each Project Contractor to implement amended or additional environmental management measures to ensure compliance with the EPBC Approval;
         5. regularly and actively manage, monitor, review and report on the Project's and each Project Contractor's compliance with the EPBC Approval and other Statutory Requirements regarding the protection of the Environment;
         6. immediately notify the Commonwealth's Representative of any non-compliance with the EPBC Approval; and
         7. otherwise ensure that each Project Contractor discharges its obligations under the relevant Project Contract in accordance with the EPBC Approval, all relevant Statutory Requirements and the relevant Project Contract.
   3. [***Commonwealth to insert the following (with appropriate amendments, including to provide for the Consultant to engage as a subconsultant) if required: Environmental Consultant***

*In preparing the relevant procurement documentation for the Project, the Consultant must ensure that the following requirements are captured:*

* + 1. *an Environmental Consultant will be engaged in accordance with the PDDP (Part 2) (either as a separate engagement procured by the Consultant or as a subcontractor to a Project Contractor) from the Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020 - 2027 Panel (****DIP-EHEE****) to develop an environmental impact risk and assessment report in the form of an "Environmental Report” that is compliant with the Defence Environmental Report Guideline, 2024. The purpose of the Environmental Report is to identify, assess, prioritise and address any potential environmental and heritage impacts of the Project, and test the significance of the Project against the EPBC Act. This Environmental Consultant will also need to consider any Indigenous land agreements applicable to the Site;*
    2. *the Environmental Consultant will be required to liaise locally with Base Environmental Representatives as well as with the Directorate of Environmental Planning, Assessment and Compliance (DEPAC).*

*In this regard, it should be noted that the Consultant must administer the Project Contractors to ensure that the outcomes and any impacts are incorporated into the design documentation under the relevant Project Contract;*

* + 1. *the Environmental Consultant will be required to conduct the mandatory Self Assessment under the EPBC Act, and in accordance with direction and format prescribed in the Defence Environmental Report Guideline, 2024.;*
    2. *the Commonwealth reserves the right to use the detail provided by the Environmental Report to inform the Commonwealth's own Self Assessment. For the avoidance of doubt, DEPAC will use the Environmental Report to make conclusions about the self-assessment on behalf of the Commonwealth and provide direction on the requirement of an EPBC Act Referral. In preparing the Environmental Report the Environmental Consultant must apply the Environmental Report Guideline, 2024 and consult with DEPAC  to ensure all requirements are fulfilled and*
    3. *the Environmental Report prepared by the Environmental Consultant must contain as a minimum:*
       1. *the Environmental Consultant's own Self Assessment under the EPBC Act, in a form suitable for DEPA endorsement; and*
       2. *recommendations for inclusion in any design documentation.*

1. Procurement of Project Contractors
   1. Subject to paragraph 34.2 and without limiting clause 2.3 of the Terms of Engagement, the Consultant is responsible for (and must co-ordinate, administer and carry out) all activities necessary for the procurement of all Project Contractors in accordance with the then current PDDP and any instructions of the Commonwealth's Representative.
   2. The Consultant has no authority to enter into any Project Contract for or on behalf of the Commonwealth, to otherwise bind the Commonwealth or grant any approval or exercise any financial delegation for or on behalf of the Commonwealth in respect of a Project Contract, but is required to provide recommendations to the Commonwealth in respect of these matters.
   3. Without limiting clause 2.2(f) of the Terms of Engagement, the Consultant warrants that it will exercise a duty of the utmost good faith to the Commonwealth in performing its obligations in respect of the procurement of Project Contractors, including the preparation of procurement documentation for the engagement of Project Contractors and in all pre and post-Invitation to Register Interest (**ITR**) or Request for Tender (**RFT**) communications (written or otherwise) with applicants or tenderers prior to the execution of a Project Contract.
   4. The Consultant must ensure that all Project Contractor procurement documentation is prepared and all procurement processes for the engagement of Project Contractors are conducted:
      1. strictly in accordance with:
         1. all applicable Statutory Requirements, including the Commonwealth Procurement Rules and each procurement connected policy;
         2. the then-current PDDP (including the relevant TEP) as approved by the Commonwealth's delegate;
         3. the terms of the ITR or RFT (as applicable);
         4. all applicable CFI Branch guidance, templates and resources published on Defence website; and
         5. any requirements or directions of the Commonwealth's Representative; and
      2. without limiting subparagraph (a):
         1. on terms which achieve value for money outcomes for the Commonwealth; and
         2. with the highest standards of probity, fairness and equal opportunity.
   5. The Consultant must prepare all procurement documentation based on the most recent version of the applicable template on Defence website (or if no format/template is available, a format/template approved by the Commonwealth's Representative).
2. Confidentiality and Management of Conflicts of Interest
   1. Without limiting clauses 6 and 15 of the Panel Conditions and clauses 2.8 and 16 of the Terms of Engagement:
      1. the Consultant must ensure that all personnel engaged in the provision of the Services behave consistently with the APS Code of Conduct;
      2. to the extent the Consultant is given access to the Commonwealth's information technology environments, comply with all requirements advised by the Commonwealth in relation to that access;
      3. the Consultant must implement and maintain arrangements to ensure that any information gained by the Consultant and its personnel in the provision of the Services is maintained as confidential and is quarantined from the Consultant's broader business activities, including so as not to be inappropriately acquired or used by the Consultant to obtain an unfair advantage when tendering for other Commonwealth work;
      4. without limiting paragraph (c), the Consultant acknowledges that:
         1. in the course of providing the Services its personnel may have access to AusTender and as a result have access to information that is not generally available, including Confidential Information;
         2. all information accessed by its personnel on AusTender in the course of providing the Services:
            1. constitutes Confidential Information for the purposes of the Panel Agreement and the Terms of Engagement;
            2. must be treated as confidential by the Consultant and its personnel in accordance with clause 15 of the Panel Conditions and clause 16 of the Terms of Engagement;
            3. is information to which paragraph (c) applies; and
         3. it must ensure that its personnel:
            1. comply with all Commonwealth and AusTender requirements in relation to access to, and use of, information obtained from AusTender;
            2. only access AusTender for purposes strictly and directly necessary in connection with the project in respect of which the person is working, and not access areas of AusTender or review information unrelated to their particular project; and
            3. maintain a written log of all instances of access to AusTender in the course of providing the Services including the time of, and reason for, such access.
3. Role of ITR Administrator
   1. The Consultant must perform the role of ITR Administrator (including performing the services described in paragraph 37) in relation to the procurement of each Project Contract nominated in the approved PDDP (Part 2).
   2. In performing the role of the ITR Administrator, the Consultant must carry out the following tasks:
      1. drafting advertisements about the Project for publication in AusTender;
      2. preparing and providing draft ITR documentation to the Commonwealth's probity and legal advisers for review and subsequently to the Commonwealth's Representative for review prior to release;
      3. responding to industry requests for the ITR documentation;
      4. issuing ITR documentation;
      5. maintaining a register of persons to whom the ITR documentation is issued;
      6. preparing and providing draft addenda and information documents to the ITR documentation to the Commonwealth's probity and legal advisers and the Commonwealth's Representative for review prior to release;
      7. issuing addenda to the ITR documentation as approved by the Commonwealth’s Representative;
      8. issuing information documents as approved by the Commonwealth's Representative, including, if required, the preparation, issue, receipt and registering of confidentiality agreements in a timely fashion to provide applicants the maximum opportunity to review information documents;
      9. managing the receipt of and co-ordinating responses to requests for clarification, addenda and information documents;
      10. arranging, preparing for, facilitating and attending any industry briefing and site visits including:
          1. notifying applicants of proposed dates and timings;
          2. compiling attendee lists;
          3. arranging access to the relevant location;
          4. developing a Consultant industry briefing presentation (including liaising with the Commonwealth's Representative and the Commonwealth's legal and probity advisers to co-ordinate the preparation of the legal and probity briefings); and
          5. delivering an industry briefing presentation;
      11. arranging for the upload of (or, if required, uploading) all relevant documentation in connection with the ITR onto AusTender; and
      12. other activities as directed by the Commonwealth's Representative in connection with the role of the ITR Administrator, as described in the ITR documentation.
   3. In respect of the draft documentation required under subparagraphs 36.2(b) and 36.2(f), the Consultant must provide for sufficient time for a thorough review of such documents by the Commonwealth's legal and probity advisers and the Commonwealth's Representative prior to release.
4. Registration Evaluation Boards
   1. The Consultant is responsible for convening and facilitating the Registration Evaluation Boards (**REB**) and undertaking all evaluations for each Project Contract referred to in paragraph 36.1.
   2. The Consultant must:
      1. provide appropriate personnel to convene, facilitate and participate in the REB for all nominated Project Contracts;
      2. obtain the approval of the Commonwealth's Representative in respect of such personnel; and
      3. include additional or alternative personnel as required by the Commonwealth's Representative, including any nominated Commonwealth personnel.
   3. The Consultant must ensure that the personnel proposed for the tasks in paragraph 37.2 and all other REB members:
      1. conform to and comply with the requirements of the TEP;
      2. declare any conflicts of interest in relation to the Registrations of Interest received by the Commonwealth;
      3. provide the Commonwealth with a Deed of Confidentiality prior to receiving Registrations of Interest; and
      4. read and evaluate Registrations of Interest received in response to the ITR for the Project (including documenting the individual evaluation undertaken) in accordance with the terms of the ITR.
   4. The Consultant must:
      1. convene all necessary meetings of the REB;
      2. perform the role of Secretary of the REB (and engage a subconsultant or use its own in-house capability to perform the role of scribe), including by minuting the evaluation and recommendations of the REB and preparing the Registration Evaluation Board Report (**REBR**);
      3. undertake any necessary conformance checks;
      4. conduct any necessary clarification arising out of the Registrations of Interest;
      5. recommend to the Commonwealth's Representative the applicants which in the Consultant's opinion should be shortlisted for the tender phase;
      6. draft the REBR to a high standard and in accordance with all applicable CFI templates, guidance and resources published on Defence website or otherwise provided by the Commonwealth's Representative. For clarity, the draft REBR is expected to be complete and fully detail all aspects of the evaluation undertaken;
      7. circulate the REBR to REB members, take comment on and amend the draft REBR as necessary;
      8. circulate to the Commonwealth's probity adviser, take comment on and amend as necessary the draft REBR once REB members' comments have been incorporated;
      9. provide the REBR to the Commonwealth's Representative, take comment on and amend as necessary the REBR;
      10. complete the REBR to a standard acceptable to the Commonwealth’s Representative and provide signature where the REBR concurs with the process of evaluation and recommendations of the REB;
      11. where the REBR and the process of evaluation and recommendations of the REB are not unanimous, provide a dissenting report;
      12. assess the financial viability of applicants, including through the engagement of a specialist subconsultant to provide a report as to financial viability;
      13. finalise the REBR and issue it to the Commonwealth's Representative for approval by the Commonwealth's delegate;
      14. where the REBR is not approved, address any comments to the satisfaction of the Commonwealth's delegate;
      15. once the REBR is approved, notify the short-listed and non short-listed applicants; and
      16. prepare all materials necessary for, and provide, debriefs.
5. Tender Documentation for Project Contracts
   1. The Consultant must develop tender documentation in relation to the procurement of each Project Contract using the most recent version of the applicable template on Defence website (or if no format/template is available, a format/template approved by the Commonwealth's Representative) in accordance with the methodology in the Project DCAP. The tender documentation includes the:
      1. advertisements about the Project for publication in electronic media (e.g. on AusTender);
      2. Tender Conditions;
      3. Tender Particulars;
      4. Tender Schedules;
      5. Contract Particulars;
      6. Special Conditions;
      7. the Brief, Works Description or equivalent document relevant to the type of Project Contract. This includes co-ordinating and integrating material provided by any Project Contractor into material which is prepared by the Consultant and ensuring such material is consistent with the Project Contract documentation on Defence website and the SFRB as endorsed in accordance with paragraph 8.4; and
      8. Information Documents and addenda.
   2. In developing the Tender Documents, the Consultant must attend and participate in workshops, meetings, teleconferences and discussions with the Commonwealth's advisers and others nominated by the Commonwealth's Representative. The purpose of such workshops, meetings, teleconferences and discussions will be to consider specific issues facing the Project and develop methods to address those risks and issues in the tender documentation.
   3. The Consultant must:
      1. provide draft tender documentation including the draft Project Contract to the Commonwealth's Representative and the Commonwealth's legal and probity advisers for review prior to release; and
      2. subsequently amend the draft tender documentation and the draft Project Contract (as applicable) as required to incorporate any comments or feedback from the Commonwealth's Representative or the Commonwealth's legal and probity advisers.
   4. In each case, the Consultant must provide for sufficient time for a thorough review of the documents by the Commonwealth's legal and probity advisers and the Commonwealth's Representative.
6. Role of Tender Administrator
   1. The Consultant must perform the role of Tender Administrator in relation to the procurement of each Project Contract.
   2. Without limiting paragraph 38, in performing the role of the Tender Administrator, the Consultant must carry out the following tasks:
      1. prepare letter(s) requesting the completion of Disclaimer and Confidentiality Agreements from prospective tenderers;
      2. issue Tender Documents;
      3. maintain a register of the companies to whom Tender Documents are issued;
      4. issue:
         1. addenda to the Tender Documents; and
         2. Information Documents,

in each case, as approved by the Commonwealth's Representative;

* + 1. manage the receipt of and co-ordinate responses to requests for clarification, addenda and Information Documents;
    2. arrange, prepare for and attend any industry briefing and site visits including:
       1. notifying tenderers of proposed dates and timings;
       2. compiling attendee lists;
       3. arranging access to the relevant location;
       4. developing an industry briefing presentation (including liaising with the Commonwealth's Representative and the Commonwealth's legal and probity advisers to co-ordinate the preparation of the legal and probity briefings); and
       5. delivering an industry briefing presentation;
    3. facilitate requests for Site access by tenderers during the tender period and attend such periods of Site access;
    4. arranging for the upload of (or, if required, uploading) all relevant tender documentation onto AusTender; and
    5. other activities as directed by the Commonwealth's Representative in connection with the role of the Tender Administrator, as described in the Tender Documents.

1. Tender Evaluation Boards
   1. The Consultant is responsible for convening and facilitating the Tender Evaluation Boards (**TEB**) and undertaking all evaluations for each Project Contract.
   2. The Consultant must:
      1. provide appropriate personnel to convene, facilitate and participate in the TEBs for the relevant Project Contracts;
      2. obtain the approval of the Commonwealth's Representative in respect of such personnel; and
      3. include additional or alternative personnel as required by the Commonwealth's Representative.
   3. The Consultant must ensure that the personnel proposed for the task in paragraph 40.2 and all other TEB members:
      1. conform to the requirements of the Tender Evaluation Plan;
      2. declare any conflicts of interest in relation to the tenders received by the Commonwealth;
      3. provide the Commonwealth with a signed Deed of Confidentiality prior to receiving tenders;
      4. read and evaluate tenders received in response to the Tender Documents for the Project in accordance with the terms of the Tender Documents. This includes:
         1. assessing the draft Work Health and Safety Plan provided by a tenderer to ensure it complies with the requirements of the Project Contract and the WHS Legislation and providing advice to the Commonwealth with respect to whether or not the draft Work Health and Safety Plan is of a standard and quality which will ensure that the delivery of the Project will comply with WHS Legislation requirements, including ensuring the Work Health Safety Plan is Project and contract specific;
         2. reviewing the tenders received more generally to ensure tenderers have sufficient skill, experience and resources to carry out the work under the Project Contract safely; and
         3. conducting a detailed review of all other draft Project Plans provided by tenderers to ensure that they:
            1. comply with the requirements of the Project Contract;
            2. are Project and contract specific; and
            3. address key Project risks and issues (including work health and safety risks); and
         4. considering and assessing the outcomes of financial viability assessments performed in respect of tenderers, including:
            1. advising the TEB of findings; and
            2. to inform the TEBR and any recommendations for tenderer negotiations.
   4. The Consultant must:
      1. engage, as necessary, appropriate experts to enable technical evaluation of tenders, which may include quantity surveyors;
      2. document the individual evaluation undertaken (in Microsoft Word or equivalent), which must set out:
         1. the Consultant's comments on the tenders received; and
         2. the Consultant's financial analysis, comprising of a detailed comparison of the fees, costs and resources proposed against an estimate to be prepared by the Consultant's certified quantity surveyor (if required by the Commonwealth);
      3. convene all necessary meetings of the TEB;
      4. perform the role of Secretary of the TEB, by minuting the evaluation and recommendations of the TEB and preparing the TEBR, including:
         1. identifying any matters for clarification or negotiation and preparing supporting documentation; and
         2. providing, as required, suitably qualified scribes and/or stenographers for the purposes of minuting the evaluation and recommendations of the TEB and preparing the TEBR;
      5. conduct any necessary clarification arising out of the tender responses;
      6. recommend to the Commonwealth's Representative the tenderer(s) which in the Consultant's opinion should be nominated as preferred tenderer;
      7. draft the TEBR to a high standard and in accordance with all applicable CFI templates, guidance and resources available published on Defence website or otherwise provided by the Commonwealth's Representative. For clarity, the draft TEBR is expected to be complete and fully detail all aspects of the evaluation undertaken;
      8. circulate to TEB Members, take comment on and amend as necessary the draft TEBR (not later than [***Commonwealth to insert time period - e.g. 5***] business days after the conclusion of the TEB);
      9. ensure that the TEBR includes appropriate recommendations and identifies all matters to be the subject of negotiations with the preferred tenderer(s) in the form of a Negotiation Plan, such plan to be prepared and negotiations to be conducted in accordance with paragraph 42;
      10. circulate to the Commonwealth's probity adviser, take comment on and amend as necessary the draft TEBR once TEB members' comments have been incorporated;
      11. complete the TEBR to a standard acceptable to the Commonwealth’s Representative and provide signature where the TEBR concurs with the process of evaluation and recommendations of the TEB;
      12. where the TEBR and the process of evaluation and recommendations of the TEB is not unanimous, provide a dissenting report;
      13. provide a final copy of the TEBR to the Commonwealth's Representative (not later than [***Commonwealth to insert time period - e.g. 5***] business days after the conclusion of the TEB) for approval by the Commonwealth's delegate;
      14. where the TEBR is not approved, address any comments to the satisfaction of the Commonwealth's delegate;
      15. once the TEBR is approved, appoint, and conduct negotiations (if applicable) with, the preferred tender(s) in accordance with paragraph 42;
      16. once negotiations are complete, advise successful and unsuccessful tenderers; and
      17. prepare all materials necessary for, and provide, debriefs.
2. Independent Financial Viability Assessment
   1. The Consultant must either itself engage, or assist the Commonwealth to procure, and manage a third party to perform, a financial viability assessment in respect of any tenderer, including by preparing procurement and contract documentation and administering the engagement.
   2. The purpose of a financial viability assessment under paragraph 41.1 is to:
      1. provide an independent opinion on the financial viability of the relevant tenderer;
      2. inform whether the relevant tenderer has the requisite financial viability to carry out the work and otherwise meet its obligations under the Project Contract if it is the successful tenderer; and
      3. identify whether additional steps or measures should be taken to better protect the Commonwealth in the event that there is an adverse change in the financial viability of the preferred tenderer or that the outcome of the financial viability assessment identifies a particular risk or concern.
   3. The Consultant must ensure that the outcomes of the financial viability assessment, and any resultant recommendations are appropriately reflected and recorded including in the TEBR and, where applicable following negotiation with the preferred tenderer, the Project Contract.
3. Negotiations
   1. The Consultant must, as applicable to the relevant Project Contractor procurement:
      1. prepare a Negotiation Plan for inclusion in the TEBR which must clearly describe the:
         1. issues for negotiation as identified in the TEBR;
         2. risks associated with each issue for negotiation;
         3. Commonwealth's preferred position and minimum outcomes for each issue; and
         4. basis on which negotiations will be conducted, including the lead negotiator and supporting members;
      2. liaise and consult with the Commonwealth's legal advisors and the Commonwealth's Representative to finalise the draft Negotiation Plan and incorporate all comments, where required; and
      3. promptly provide the final Negotiation Plan to the Commonwealth's Representative for approval.
   2. The Consultant must comply with the requirements of the Negotiation Plan and any other related documents provided to the Consultant by the Commonwealth's Representative.
   3. The Consultant will be required to:
      1. draft correspondence outlining the subject matters for negotiations;
      2. prepare for, convene, conduct and document the negotiations undertaken; and
      3. incorporate as appropriate the outcomes of the negotiations into the relevant Project Contract(s),

and in each case, liaise and consult with the Commonwealth's legal advisors and the Commonwealth's Representative.

1. Preparation of Project Contracts for Execution
   1. The Consultant must prepare and distribute copies of draft execution documentation for each Project Contract to the Commonwealth's legal and other advisors team and the Commonwealth's Representative for review. The Consultant must do so expeditiously and consistently with all directions of the Commonwealth's Representative. The Consultant must provide for sufficient time for review of the execution documents by the Commonwealth's Representative and the Commonwealth's legal and other advisers.
   2. The Consultant must issue the execution documents to the Project Contractor for review and co-ordinate any response.
   3. The Consultant must arrange for the binding, printing and execution of up to three copies of each Project Contract and deliver executed copies to the parties as directed by the Commonwealth's Representative.
2. Role of Contract Administrator
   1. The types of Project Contracts used and “Contract Administrator” functions referred to are described in the most recent versions of the applicable Project Contract templates on Defence website.
   2. This Scope of Services is not intended to be a summary of the role of the Contract Administrator or the Services required in respect of such role and the Consultant is directed to those Project Contracts for a comprehensive understanding of the scope of the role of the Contract Administrator.
   3. The Consultant must perform and discharge the functions imposed upon the party defined as the "Contract Administrator" or similar under the Project Contracts.
   4. In respect of each Project Contract, the Consultant, in discharging this role:
      1. is not authorised to act as a superintendent, or independent certifier and warrants that it will not act in a manner consistent with it being a superintendent or independent certifier;
      2. must actively manage the Project Contract to maintain adherence to the scope, budget and program for the Project;
      3. must proactively identify and propose opportunities to achieve greater value for money for the Commonwealth and maximum certainty in respect of scope, budget and program;
      4. must ensure the Project Contractor discharges its duties and obligations in accordance with the relevant Project Contract;
      5. must actively review and assess all notices and "claims" (including those seeking additional time or cost) submitted by the Project Contractor for:
         1. compliance with the Project Contract;
         2. validity;
         3. rationale;
         4. time and cost implications; and
         5. impact on the Commonwealth;
      6. must actively review and monitor the Project Contractor's program for adequacy, accuracy and completeness, submit comments on that program to the Project Contractor where necessary or appropriate including requiring any updates to, or the inclusion of further details in, its program where necessary;
      7. where required by the Project Contract, approve the Project Contractor's program;
      8. must not approve, issue any notice or otherwise communicate (orally or in writing), any additional time or cost (or other amount) under the Project Contract without seeking the prior approval of the Commonwealth's Representative. In seeking such approval, the Consultant must:
         1. provide timely, pro-active, useful and appropriate advice, recommendations and documentation (e.g. draft notices under the relevant Project Contract, proposals for overcoming the matter) to the Commonwealth's Representative; and
         2. provide for or arrange for the provision by Project Contractors of any other information and supporting documentation required for such approval;
      9. must regularly and actively manage, monitor, review or revise, as necessary, information and records, in respect to all work health and safety issues, including the Project Contractor's compliance with its Work Health and Safety Plan and ensuring that the Project Contractor is regularly updating its Work Health and Safety Plan and any other Project Plan which references health and safety (including to address emerging and changed Project and Contract hazards and risks) and reviewing such updates;
      10. must institute a system to obtain regular written assurances from the Project Contractor about its ongoing compliance with WHS Legislation, critically evaluate any non-compliances with the WHS Legislation identified in the written assurances and provide these written assurances to the Commonwealth's Representative with, as necessary, any recommendation of proposed steps or actions required regarding any work health and safety non-compliance identified in any written assurance; and
      11. must, where a Project Contractor is required by a Statutory Requirement to establish a trust account in connection with the Contractor's Activities or the Works, regularly and actively monitor the project trust account to ensure that the Project Contractor strictly complies with the applicable Statutory Requirement.
3. Training
   1. The Consultant must prepare for, attend and participate in:
      1. any "Just in Time" (or equivalent) training provided by the Commonwealth and the Commonwealth's other advisers with respect to the Project Contracts; and
      2. without limiting clause 2.9 of the Panel Conditions, mandatory training for the Panel.
   2. The Consultant must ensure that the Consultant's Representative and all other Consultant personnel engaged in the Services and the administration or management of the Project Contracts attend such training.
4. Project Contractor DCAPs, Project Plans and Quality Assurance
   1. Without limiting any other provision of the Contract, the Consultant must:
      1. proactively manage the review and update of all Project Plans and any DCAP prepared by a Project Contractor:
         1. when required by the Project Contract, and otherwise at least on each anniversary of the Award Date as set out in the Project Contract;
         2. if a Project Contract involves two phase delivery, prior to Delivery Phase Agreement under the Project Contract (including for the purpose of ensuring the Project Plans and DCAP accurately reflect all the tasks and other things to be done by the Project Contractor to perform the relevant services / activities during the Delivery Phase in accordance with the Project Contract); and
         3. as otherwise required to maintain currency;
      2. without limiting subparagraph (a), if a Project Contract requires the Project Contractor to implement a quality assurance process, system or framework whether in accordance with a Project Plan or otherwise, monitor and, if required, audit the Project Contractor's implementation and compliance with such quality assurance process, system or framework and take any necessary actions to address non-compliance by the Project Contractor;
      3. without limiting subparagraph (a), manage the review and update of the Project Security Plan once responsibility is transferred to the relevant Project Contractor in accordance with paragraph 29.3;
      4. in performing the Services under subparagraph (a), (as a minimum) carry out the following tasks (as applicable):
         1. conduct a detailed review of the Project Contractor's Project Plans and DCAP;
         2. identify any issues with the Project Contractor's Project Plans and DCAP (including defects and omissions) and communicate these to the Project Contractor;
         3. ensure that the Project Contractor submits acceptable amended Project Plans and DCAP in accordance with the process in the Project Contract as required;
         4. continue to review, audit and monitor the Project Plans and DCAP as required to ensure currency and consistency with the obligations in the Project Contract; and
         5. maintain a record of all reviews, audits or monitoring of each Project Plan and DCAP; and
      5. ensure that each Project Contractor complies at all times with its obligations under the relevant Project Contract in relation to Project Plans and any DCAP, including with respect to (as applicable):
         1. implementation of its Project Plans and DCAP;
         2. compliance with the requirements in its Project Plans and DCAP;
         3. reviewing, auditing and monitoring its Project Plans and DCAP;
         4. updating and amending its Project Plans and DCAP; and
         5. maintaining documentation and detailed records in relation to its Project Plans and DCAP; and
      6. arrange, facilitate and participate in any DCAP workshop required by the Commonwealth's Representative.
   2. For the purposes of paragraph 46.1, "Project Plans" and "DCAP" have the meaning given in the relevant Project Contract.
5. Lessons Learnt
   1. The Consultant must prepare and maintain a register of lessons learnt for the Project in accordance with the format/template provided by the Commonwealth (or if no format/template is provided by the Commonwealth, a format/template approved by the Commonwealth's Representative), as amended from time to time and the methodology provided in its Project DCAP (**Lessons Learnt Register**).
   2. The Consultant must prepare for, convene and facilitate a lessons learnt workshop at a minimum in respect of each design Milestone in the Development Phase and as otherwise in accordance with the Project DCAP.
   3. The Consultant must consider, recommend to and confirm with the Commonwealth's Representative the location and timing of each lessons learnt workshop, with reference to the proposed attendees at the workshop. Once the location of the lessons learnt workshop is confirmed, the Consultant must arrange for an appropriate venue at the agreed location.
   4. For each workshop, the Consultant must (in consultation with the Commonwealth's Representative):
      1. prepare and issue invitations to required attendees (not less than 5 business days prior to the proposed workshop);
      2. prepare and circulate an agenda for the workshop (not less than 5 business days prior to the proposed workshop);
      3. prepare (and thereafter update) and provide the current Lessons Learnt Register for the Project to all attendees before the workshop, including co-ordinating input into lessons learnt and how lessons learnt/recommendations previously been raised have been addressed;
      4. receive stakeholder feedback on the Lessons Learnt Register, collate such feedback and provide this to any relevant Project Contractor before the workshop;
      5. facilitate and conduct the workshop (with such a facilitator to be a specialist facilitator who is separate and independent from the Key Personnel involved in the Project) in accordance with the methodology in the Project DCAP and any direction by the Commonwealth's Representative; and
      6. prepare the minutes of the workshop (not later than5 business days after the conclusion of the workshop), which must be accurate and free from errors.
   5. The Consultant must ensure that lessons learned processes target the measuring and improvement of Commonwealth project activities to ensure the benefits of this process flows to Commonwealth processes applicable to future projects engaging any Panel Consultant.
   6. The Consultant must ensure that the outcomes of each lessons learnt workshop are appropriately incorporated into the relevant documentation for the Project.
6. Disputes
   1. The Consultant must provide the Commonwealth with all necessary assistance with respect to dispute resolution under the Project Contracts including the provision of documents and other information and in connection with the preparation and collation of evidence.
7. Indigenous Participation Reporting
   1. The Consultant must ensure that each Project Contractor complies at all times with the obligations set out in the Project Contract (if any) in relation to the Indigenous Procurement Policy, including Indigenous participation reporting via the Indigenous Procurement Policy Reporting Solution (**IPPRS**) (as defined in the Project Contract).
   2. Without limiting paragraph 49.1, the Consultant must:
      1. acquire and maintain a log-in and password for the IPPRS which must be accessible to multiple Consultant personnel for the duration of the Project (including sufficient Consultant personnel to allow for succession planning by the Consultant);
      2. enter all contact information for the Project Contractor into the IPPRS;
      3. ensure that the Project Contractor acquires and maintains a log-in and password for the IPPRS;
      4. manage the quarterly reporting cycle as set out in the IPPRS;
      5. enter all reporting information as required into the IPPRS; and
      6. investigate and address any Project Contractor non-conformance in connection with the IPPRS (including those identified by the National Indigenous Australians Agency or otherwise by the Commonwealth) including, as applicable:
         1. collating information relating to the non-conformance;
         2. managing the non-conformance with the Project Contractor, including the identification of steps to be taken to remedy the non-conformance; and
         3. reporting the non-conformance, and any action taken, to the Commonwealth's Representative and providing such information in relation to the non-conformance as the Commonwealth's Representative may require.
8. Local Industry Engagement
   1. The Consultant must assist the Commonwealth in facilitating greater local industry participation in the delivery of the Project.
   2. The Consultant must:
      1. prepare the tender and procurement documentation to include a proposed approach to local industry engagement utilising the latest template documents on Defence website or such other documents as may be notified by the Commonwealth's Representative;
      2. as part of the PMCA Monthly Report, provide information to the Commonwealth in regards to local industry participation including:
         1. the employment numbers, work packages or trade types and industry sectors utilised by a Project Contractor;
         2. any procedure/mechanisms adopted by a Project Contractor to ensure that local industry will be given full, fair and reasonable opportunity to participate in the delivery of the Project; and
         3. such other information as may be required by the Commonwealth's Representative from time to time; and
      3. assist the Commonwealth in attending or arranging for meetings and briefing sessions in regards to local industry engagement, including to liaise (as required) with the Centre for Defence Industry Capability.
9. Managing Contractor Contracts
   1. ***Obligations in Relation to Trust Account Administration for Managing Contractor Contract Projects, generally***

If a Project Contract involves Managing Contractor Contract delivery, the Consultant must:

* + 1. ensure that the Project Contractor provides the monthly reconciliations and monthly report information required under its Project Contracts;
    2. conduct a review and assessment of the monthly reconciliations and monthly report information provided by the Project Contractor;
    3. program for and undertake regular (at a minimum, biannual) reviews or audits of, and otherwise monitor, the Project Contractor's Trust Account;
    4. confirm that all Trust Account activities by the Project Contractor strictly comply with the Project Contract and the trust deed entered into between the Project Contractor and the Commonwealth (**Trust Deed**);
    5. immediately identify any actual or potential non-compliances by the Project Contractor with its obligations regarding Trust Account administration or payment of subcontractors;
    6. confirm that all payments by the Project Contractor out of the Trust Account are only being made to Beneficiaries (as defined in the Trust Deed);
    7. provide a written report (at least quarterly) to the Commonwealth's Representative on the Project Contractor's Trust Account activities and administration (in a format acceptable to the Commonwealth's Representative) which sets out:
       1. that the Trust Account reconciliation was conducted;
       2. whether the activities align with the requirements in the Project Contract and Trust Deed;
       3. whether any actual or potential anomalies are identified;
       4. the interest accrued and bank charges incurred in relation to the Trust Account; and
       5. recommended actions (if any) including any need for an independent audit to be conducted;
    8. proactively pursue any rectification required including taking all necessary steps to proactively manage any non-compliances;
    9. immediately notify the Commonwealth's Representative of any significant actual or potential breaches by the Project Contractor of its obligations regarding Trust Account administration or payment of subcontractors and provide recommendations as to rectification;
    10. if directed by the Commonwealth's Representative, procure a specialist auditing consultant to:
        1. carry out an independent audit of the Project Contractor's Trust Account activities and administration to determine whether the activities align with the requirements in the Project Contract and Trust Deed; and
        2. provide a written report to the Consultant and the Commonwealth's Representative (in a format acceptable to the Commonwealth's Representative), documenting the outcomes of its review;
    11. ensure that the Project Contractor is demonstrating quality (by reference to the Project Contractor's Quality Plan (as defined in the Project Contract)) in its Trust Account activities and administration;
    12. ensure that the Project Contractor's Quality Plan is consulted and amended as required in response to any Trust Account issues identified;
    13. maintain a list of Approved Subcontract Agreements;
    14. ensure Trust Accounts are an agenda item in the monthly meetings; and
    15. carry out and administer appropriate "close-out" activities in relation to the Trust Account at the conclusion of the Delivery Phase (or earlier if there has been a Change of Control for the Project Contractor (as defined in the Project Contract) including any novation of the Project Contract.
  1. ***Subcontract Tender Documentation and Approved Subcontract Agreements - Managing Contractor Contract Projects***

Without limiting any other provision of the Contract, if a Project Contract involves Managing Contractor Contract delivery, the Consultant must:

* + 1. undertake a detailed review of all "Subcontractor Proposals", proposed Subcontract Tender Documentation and Approved Subcontract Agreements prepared and submitted by the Project Contractor under the Project Contract, including:
       1. all draft subcontract particulars (including the Approved Security, insurances, liquidated damages, agreed damages etc.);
       2. all payment terms (including times for submission of payment claims, times for payment, milestones for payment etc.); and
       3. any other provision of the proposed Subcontract Tender Documentation and Approved Subcontract Agreements that may have a financial impact on the Commonwealth,

to ensure that they:

* + - 1. comply with:
         1. the terms of the Project Contract;
         2. all relevant Statutory Requirements; and
         3. the Commonwealth's requirements for the Project;
      2. are tailored to the Project's unique risk profile; and
      3. maximise value for money for the Commonwealth and otherwise promote outcomes consistent with the principles of the Commonwealth Procurement Rules and the other applicable requirements of the Project Contract;
    1. advise the Project Contractor in accordance with the Project Contract:
       1. whether the proposed Subcontract Tender Documentation or Approved Subcontract Agreement complies with the requirements set out in subparagraphs (a)(iv) - (a)(vi) (and accordingly, whether it is approved or not approved by the Consultant); and
       2. if it is not approved, of any amendments that the Project Contractor is required to make to the proposed Subcontract Tender Documentation or Approved Subcontract Agreement (as the case may be) to ensure that it complies with the requirements set out in subparagraphs (a)(iv) - (a)(vi);
    2. undertake a detailed review of the Project Contractor's recommendation as to the preferred tenderer and all supporting documentation submitted by the Project Contractor, including in light of the requirements set out in subparagraphs (a)(iv) - (a)(vi);
    3. determine whether, having regard to the Project Contractor's recommendation as to the preferred tenderer, the Project Contractor should be required to procure a financial viability assessment of the preferred tenderer;
    4. if the Consultant approves a tenderer recommended by the Project Contractor under the Project Contract:
       1. conduct a detailed review of any amendments proposed by the Project Contractor to the subcontract contained in the approved Subcontract Tender Documentation;
       2. ensure that the Project Contractor promptly enters into a subcontract with the approved tenderer on the basis of:
          1. the subcontract contained in the Subcontract Tender Documentation approved by the Contract Administrator under the Project Contract, with only such amendments as approved by the Consultant in writing;
          2. the subcontract particulars approved by the Consultant; and
          3. the subcontract price approved by the Consultant; and
       3. ensure that the Project Contractor administers the Approved Subcontract Agreement in accordance with its approved terms;
       4. ensure that all payments into the Trust Account are made strictly in accordance with the Project Contract and Trust Deed;
       5. ensure that all payments out of the Trust Account by the Project Contractor are made only to Beneficiaries (as defined in the Trust Deed) and strictly in accordance with the Project Contract and Trust Deed; and
       6. ensure that the amounts in the Trust Account are at all times fully reconciled by the Project Contractor; and
    5. maintain a comprehensive list of all Approved Subcontract Agreements.

1. Transition from Planning Phase to Delivery Phase under Project Contracts
   1. The Consultant is required to provide all necessary support to the Commonwealth in achieving the transition from the Planning Phase to any Delivery Phase under each relevant (two phase) Project Contract.
   2. This includes, in respect of each relevant Project Contract:
      1. reviewing documentation and proposals for the Delivery Phase under the Project Contract and providing advice and recommendations to the Commonwealth regarding the same;
      2. assisting the Commonwealth to conduct negotiations with the relevant Project Contractor, including drafting correspondence outlining the subject matter for negotiations, preparing for, convening and documenting the negotiations undertaken;
      3. preparing and providing draft execution documentation to the Commonwealth's advisers and the Commonwealth's Representative for review and settling. The Consultant must complete these Services expeditiously and consistently with all directions of the Commonwealth's Representative. The Consultant must provide for sufficient time for a thorough review of the draft execution documents by the Commonwealth's Representative and the Commonwealth's advisers;
      4. reviewing any recommendations and requirements in any of the following:
         1. Departmental Approval;
         2. Government Approval; and
         3. Parliamentary Approval,

and ensuring that such matters are incorporated into the draft execution documents for the Delivery Phase;

* + 1. issuing the execution documents to the Project Contractor for review as directed by the Commonwealth's Representative and co-ordinating any response; and
    2. arranging for the binding, printing and execution of up to three copies of the Project Contract and delivering executed copies to the parties as directed by the Commonwealth's Representative.

1. Handover/Takeover (HOTO) and Estate Information (including GEMS)
   1. Without limiting any other provision of the Contract, the Consultant must:
      1. undertake all necessary activities to ensure the timely, efficient, comprehensive and smooth completion of the HOTO Process;
      2. co-ordinate, manage and integrate all necessary Project data provided by the Consultant or a Project Contractor for upload onto GEMS;
      3. actively monitor and review each Project Contractor's compliance with its obligations under the relevant Project Contract in relation to the HOTO Requirements and Defence Estate Information Management Requirements so as to facilitate each Project Contractor's compliance with such requirements;
      4. in performing the Services under subparagraphs (a) and (b), at a minimum:
         1. proactively review all Estate Information prepared and submitted by each Project Contractor for consistency, accuracy and completeness with the HOTO Requirements and Defence Estate Information Management Requirements and all other requirements under the relevant Project Contract;
         2. identify any issues with the Estate Information prepared and submitted by a Project Contractor and communicate these to that Project Contractor; and
         3. ensure that each Project Contractor submits acceptable amended Estate Information in accordance with the process in the Project Contract as required;
      5. carry out all tasks and perform all other obligations which a HOTO Requirement or Defence Estate Information Management Requirement allocates, or would reasonably be inferred as allocating, to the Consultant, including (as applicable to the Services) those expressly allocated to the "PD/PM", "PMCA" or "Consultant Representative" (as those terms are used in the HOTO Plan and Checklist and Data Provision Checklist); and
      6. ensure that it performs its obligations under subparagraphs (a) to (e):
         1. within any timeframe prescribed in the HOTO Requirements or Defence Estate Information Management Requirements; and
         2. so as to enable each Project Contractor to comply with its obligations under the Project Contract.
   2. For the purposes of this paragraph 53, the terms "Data Provision Checklist", "Defence Estate Information Management Requirements", "Estate Information", "HOTO Plan and Checklist", "HOTO Process" and "HOTO Requirements" have the meaning given to them in each Project Contract.
2. Defects Liability Period
   1. The Consultant must manage and facilitate each Defects Liability Period under and in accordance with each Project Contract.
   2. The Consultant must prepare and maintain a Defects Liability Period register for the Project in accordance with the format/template provided by the Commonwealth (or if no format/template is provided by the Commonwealth, a format/template approved by the Commonwealth's Representative), as amended from time to time and the methodology provided in its Project DCAP (**Defects Liability Register**). The Consultant must provide the current Defects Liability Period Register to the Commonwealth's Representative at least [***Commonwealth to insert - e.g. monthly***] during the Defects Liability Periods under the Project Contracts.
   3. The Consultant must attend the Site at least [***Commonwealth to insert - e.g.*** ***once per month***] during the Defects Liability Period for the purpose of managing the Defect Liability Period, and update the Defects Liability Period Register based on each attendance.
3. Asset Rollout
   1. The Consultant must assist the Commonwealth to roll out its assets in accordance with the requirements at http://www.defence.gov.au/estatemanagement. This includes:
      1. at the commencement of the Delivery Phase, preparing a breakdown of costs (which shows how the Project funding has been spread against those assets) for all assets to be rolled out and updating this update as the Delivery Phase progresses within 14 days of the Notice of Completion under the relevant Project Contract and again within 14 days of the end of each Defects Liability Period under the Project Contract;
      2. to the extent not provided in accordance with the Project Contract, providing the Commonwealth with all relevant notices under the Project Contracts (eg Notice of Completion); and
      3. providing the Commonwealth with any other information required by the Commonwealth's Representative.
4. Post Occupancy Evaluation
   1. The Consultant must conduct a post-occupancy evaluation and prepare a report which sets out the outcomes of such evaluation for inclusion in the Project Completion Report. In conducting this evaluation, the Consultant must carry out at least the following tasks: [***Commonwealth to insert any other tasks***]
      1. co-ordinating stakeholder input into performance;
      2. update and finalise the Lessons Learnt Register;
      3. update and finalise the Risk Register; and
      4. update the Defects Liability Period Register.
5. Post Implementation Report
   1. The Consultant must assist the Commonwealth to prepare a post-implementation report to be provided to the PWC approximately 12 months after construction completion. In doing so, the Consultant must carry out (as a minimum) the following tasks: [***Commonwealth to insert*** ***any other tasks***]
      1. as necessary, update and finalise the Lessons Learnt Register;
      2. as necessary, update and finalise the Risk Register; and
      3. update the Defects Liability Period Register.
6. Project Completion Report
   1. The Consultant must provide the Commonwealth's Representative with a Project Completion Report summarising the key activities of the Project.
   2. The Project Completion Report is to be provided in accordance with the format/template provided by the Commonwealth (or if no format/template is provided by the Commonwealth, a format/template approved by the Commonwealth's Representative) as amended from time to time.
   3. The Project Completion Report must be provided at the conclusion of the Delivery Phase.
7. Interpretation
   1. Unless the context otherwise requires, capitalised terms in the Scope of Services or Brief will have the meaning given to them by the Defence Infrastructure Panel 2022-2027 Terms of Engagement, Panel Conditions, Official Order, or the meaning given to them by the Commonwealth as published on the Defence website (<https://www.defence.gov.au/business-industry>), from time to time.