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| --- |
| User Guidance  The standard form following is for the preparation of a Request for Tender document:  **Project Management Services**  **Part 4: The Services**  Please refer to buy.nsw website at <https://buy.nsw.gov.au/categories/construction> to locate all documents referenced throughout this text. Guidance is based on Microsoft 365 Word.  Guide Notes  This standard form contains guidance in hidden text, ie:  **GUIDE NOTES:**  Guide Note examples  If the Guide Notes are not visible, click on the **Show/Hide** button “¶”.  If still not visible, then:  **•** Go to Microsoft Word **File/Options** menu;  • Select the **Display** tab; then  **•** Tick the **Hidden Text** check box and click the **OK** button.  This process can also be used to hide guide notes in a finished document.  General  Insertion Points  Each ‘»’ shows where input is required. Click onto each ‘»’ and overtype.  When Completed:  1. Remove all Guide Notes manually or by the following steps:  **•** On the **Editing** menu click **Replace**, then (if required)  **•** Click the **More** button;  **•** Click the **Format** button, click on **Font**;  **•** Tick the **Hidden** check box and click the **OK** button;  **•** Click the **Special** button, click on **Any Character**; then  **•** Click the **Replace All** button.  2. Delete this **User Guidance**, along with the following **Page Break**. |

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It is unlikely a project manager will be engaged for all of the following phases. Delete any not applicable.

for the remaining phases review the following typical services then add and delete services to suit the engagement.

1. Scope of Services
2. General
   * 1. The Project Manager is responsible for the management of the Project to the Principal’s satisfaction.
     2. The Project Manager must:
        1. manage the Project on the Principal’s behalf;
        2. confirm at the outset and manage, coordinate and deliver the Project to meet the Principal’s strategic needs and Project objectives, any constraints or special needs, performance requirements, requirements for approvals and acceptable levels of service, the Project Budget and Project Program;
        3. plan, implement and manage Contracts for completion of specified activities or activities agreed with the Principal and production of specified deliverables within the agreed period and cost;
        4. follow procedures in applicable documents listed in the Appendices;
        5. take all necessary action to maintain overall progress in accordance with approved programs and budgets;
        6. prepare and present to the Principal, and when required by the Principal to stakeholders, reports seeking progressive endorsement of proposed Project outcomes; and
        7. have all services under the Agreement, including services by subconsultants, carried out under a management system certified as meeting the requirements of AS/NZS ISO 9001:2000 or current equivalent.
3. Project Program
   * 1. The Project Manager must:
        1. develop, refine and control an Approved Project Program (the Project Program or latest revision to the Project Program if approved) which:
           1. takes into account and shows Project timing and other relevant information contained in the Project Description;
           2. shows key Project activities and resource requirements;
           3. identifies all activities, including approvals and clearances and inputs required from the Principal and others, and highlights the critical milestones for each phase of the Project; and
           4. covers all Service Providers and any other relevant participants;
        2. submit to the Principal for approval when directed a description of any proposed revision to the Approved Project Program including reasons for the changes; and
        3. provide to the Principal a hard and electronic copy of each Approved Project Program.
4. Project Budget
   * 1. The Project Manager must:
        1. develop, refine and control an Approved Project Budget (the Project Budget or latest revision to the Project Budget if approved) which:
           1. takes into account and shows relevant information contained in the Project Description;
           2. shows dissected estimates of the cost of key Project activities; and
           3. covers all Service Providers and any other relevant participants;
        2. develop estimates of cost for the current phase, future phases and the Project as a whole consistent with the Approved Project Budget, and update these estimates as the need arises for a progressive estimate of final Project Cost;
        3. submit to the Principal a description of any proposed revision to the Approved Project Budget for approval, including reasons for the changes;
        4. provide to the Principal a copy of each Approved Project Budget;
        5. develop cash flow predictions consistent with the Approved Project Program and Approved Project Budget for the duration of the Project, and update the predictions at monthly intervals; and
        6. not allow the Approved Project Budget to be exceeded without prior approval of the Principal.
5. Project scope
   * 1. The Project Manager must:
        1. manage the potential for benefits and adverse impacts, and demonstrate the cost, time, fee and functional ramifications to enable informed decisions to be made on proposed variations and changes of scope;
        2. demonstrate to the Principal as required , and stakeholders as appropriate, the risk exposure including cost, time, fee and functional ramifications to the Project to enable informed decisions to be made including change directed or proposed by the Principal to Project scope;
        3. not change the scope of the Project without direction by the Principal including confirmation in writing of the Principal’s understanding of the ramifications; and
        4. keep a record of the Principal’s approved changes to Project scope and associated revisions to the Approved Project Budget and Approved Project Program.
6. Services Delivery Plan
   * 1. The Project Manager must develop, document, implement and maintain a Services Delivery Plan that complies with AS/NZS ISO 9001 2016 or current equivalent. The Services Delivery Plan must cover at least:
        1. the Services as they relate to the Approved Project Program and Approved Project Budget;
        2. staged completion dates/ current forecast milestones;
        3. the anticipated Project completion date;
        4. scheduled Service Provider activities and the integration of their Contract Works;
        5. the deliverables required to satisfy the Agreement including provision for reviews and approvals, and reference to the associated records that are to be produced;
        6. the Fee component and reimbursable expenses for each phase of Services;
        7. a project organisation chart showing key personnel, and subconsultants and their relationships and major interfaces;
        8. key actions related to selection and management of Service Providers;
        9. regulatory requirements relevant to this Agreement including, but not limited to, building codes, standards, regulations, guideline and control documents, WHS procedures and design codes;
        10. documentation management and control, including the reports and other documents to be prepared and delivered by Service Providers;
        11. design management;
        12. stakeholder communication, consultation and liaison;
        13. auditing and audit trails;
        14. reporting and monitoring; and
        15. occupational health and safety in design and for work site activities.
     2. The Project Manager must provide the Services Delivery Plan within the time specified in Item 4 of the Agreement Information, or as otherwise agreed by the Principal, to suit the progressive implementation of the Services Delivery Plan. The Services Delivery Plan may be prepared in stages, but the relevant parts of the Plan must be submitted, considered by the Principal (allow 7 days from receipt by the Principal), and in place before related services commence.
     3. With each Agreement payment claim the Project Manager must advise if the Services Delivery Plan has been revised and if so, submit details of the changes.
7. Liaison and co-ordination
   * 1. The Project Manager must:
        1. establish and maintain a Project team and maintain a record of its composition;
        2. represent the Principal as the single point of contact between the Principal and the Service Providers;
        3. identify, inform and involve approval authorities and stakeholders including affected organisations;
        4. manage the interface between the Principal, Service Providers, user groups and other stakeholders and approval authorities;
        5. manage the consultation process to ensure a comprehensive input by user groups and other stakeholders into the development of the Project;
        6. not incorporate into the Project requirements and requests raised by user groups and other stakeholders without the Principal’s approval;
        7. plan, brief, coordinate, direct, supervise and control the activities of Service Providers for satisfactory completion of the Project within the Approved Project Program and Approved Project Budget, and cash flow agreed with the Principal;
        8. secure all necessary approvals from the Principal and other agencies;
        9. bring issues that require consideration and/or decision by the Principal to the Principal’s attention as they arise, including options for their resolution which include the impact on the Project and its program, and recommend a course of action;
        10. take all necessary action for and assist in effective and timely resolution of issues;
        11. prepare correspondence, reports and minutes relevant to the Project, including briefing notes to the Principal as necessary; and
        12. prepare submissions, reports and briefing notes for other interested parties when instructed by the Principal.
8. Meetings
   * 1. The Project Manager must:
        1. develop Project meeting requirements in consultation with the Principal;
        2. attend or conduct as required project management committees and working parties, including taking and issuing minutes and keeping other records;
        3. conduct Project coordination meetings with Service Providers, issue agendas, manage correspondence, chair, take and issue minutes as required;
        4. advise the Principal of the dates of Project coordination meetings and workshops at least one week in advance;
        5. arrange and participate in workshops and meetings required under the Contracts; and
        6. attend or conduct as required community liaison meetings including all planning, preparation and notices, management and support.
9. Reporting
   * 1. The Project Manager must:
        1. prepare and present to the Principal, and when required by the Principal to stakeholders, a written monthly Project Report addressing:
           1. Project status against the Approved Project Program;
           2. Services status against the Approved Project Program;
           3. Project Cost to Date compared with the Approved Project Budget;
           4. risk management issues status and recommended actions;
           5. the forecast effect of design changes on progress;
           6. updated anticipated cash flow;
           7. expenditure of contingency allowance;
           8. decisions affecting, or likely to affect, the Project;
           9. summary of delays claimed, recommended and/or approved in relation to the Agreement and the Contracts;
           10. summary of approved variations and claims;
           11. summary of potential variations and claims;
           12. industrial disputes affecting progress;
           13. photographs showing progress; and
           14. any other significant matters, including potential claims, delays and disputes, with recommended action to keep the Project on time and budget; and
        2. receive, review and incorporate into monthly reports to the Principal progress reports from Service Providers.
10. Record keeping
    * 1. The Project Manager must in a systematic and organised manner:
         1. maintain accurate records of meetings, reports, financial monitoring data, drawings, specifications, briefs, approvals, work-as-executed records and test records related to the Services and Contract Works;
         2. take delivery and record the receipt of deliverables from Service Providers;
         3. transfer and record the transmission of deliverables to the Principal; and
         4. retain a copy of all contract-related files for seven (7) years from completion of the Services or termination and make these accessible to the Principal on request.
11. Accounting and administrative procedures
    * 1. The Project Manager must follow the Principal’s accounting and administrative procedures set out under the Agreement and advised by the Principal.
12. Government policy and guidelines
    * 1. The Project Manager must:
         1. ensure inclusion of the requirements of relevant Government policy and guidelines in the Contracts and monitor the compliance of Service Providers;
         2. comply with relevant Government guidelines; and
         3. implement procedures and processes required under NSW Government policies, including prequalification schemes for Service Providers, tendering systems, contract systems, performance reporting and dispute resolution.
      2. If the Project Manager has drawn non-compliance with Government policy and guidelines to a Service Provider’s attention and compliance has not been met within a reasonable time and the policy or guidelines require the matter to be reported, the Project Manager must advise the Principal of the non-compliance in writing, giving details.
13. Work Health and Safety management

mandatory if the services include management of design for construction or management of construction.

* + 1. The Project Manager must prepare and implement a WHS Management Plan (the Plan) for the Services, complying with the current NSW Government Work Health and Safety Management Systems and Auditing Guidelines.
    2. The Plan may be prepared in stages, but the relevant parts of the Plan must be submitted and in place before design or construction work commences.
    3. The proposed WHS Management Strategy provided with the Project Manager’s Tender must be incorporated into the Plan.
    4. The Plan must address statements of responsibilities, design and other consultant services, WHS training, incident management, risk management control, and consultation.
    5. The Project Manager must:
       1. manage the Services in accordance with the Plan;
       2. encourage a best practice work health and safety culture, including design;
       3. ensure the Plan is regularly audited internally and externally;
       4. review WHS management plan(s) prepared by the Service Provider(s) and monitor implementation and compliance with the relevant Contract(s); and
       5. manage the receipt of and coordinate the Service Providers’ WHS management plans, and review, monitor, audit and report on their implementation.

Management of Design

include the Above subheading and following paragraph and subparagraphs if the services include management of design, Otherwise delete.

* + 1. The Project Manager must coordinate consultation between the Principal and the designer(s) to assist with the identification of risks with the construction, use and maintenance of the structure and the elimination of those risks, or, if not reasonably practicable to eliminate them, to minimise the risks as far as reasonably practicable.
    2. The Project Manager must require the designer(s) to demonstrate compliance with the safe design and other obligations of the WHS Act and WHS Regulations and the Safe Work Australia Code of Practice for Safe Design of Structure or current equivalent. This includes, but is not limited to:
       1. consulting with the Principal to enable the identification of risks, and whenever reasonably practicable the elimination or minimisation of the risks;
       2. providing adequate information with the design about:
          1. the purpose for which the structure was designed;
          2. the results of any calculations, testing, analysis or examination; and
          3. any conditions necessary to ensure that the structure is without risks when used for a purpose for which it was designed, or when carrying out an activity related to the structure such as construction, maintenance and demolition; and
       3. providing a written report that specifies the hazards relating to the design that, so far as the designer is reasonably aware, create a risk to persons carrying out the construction work.

End of paragraphs for management of design

Management of contract works on a work site

include the following and five subclauses

include the Above subheading and following paragraph and subparagraphs if the services include management of contract works on a work site, including a site controlled by others, Otherwise delete.

* + 1. The Project Manager must:
       1. ensure the Plan addresses the coordination, monitoring and verification of the Service Providers’ management of safety and security of the work sites with all the phases of the Contracts, including design and construction with transition to operation phases, and common site induction/security management;
       2. ensure the Service Providers implement management procedures for ensuring that design solutions allow safe methods of construction, maintenance, operation and use of the Contract Works;
       3. liaise with Safe Work NSW regarding Contract Works issues and activities;
       4. plan and implement surveillance of the Service Providers’ safety management, including the monitoring of, and reporting on, all incidents and issues, and the actions taken by the Service Providers on these matters; and
       5. establish appropriate processes for monitoring and responding to potential safety risks and hazards associated with the Contracts.

End of paragraphs for Management of contract works on a work site

1. Risk management
   * 1. The Project Manager must:
        1. assess and manage Project risk as an integral part of the Services;
        2. in accordance with AS/NZS ISO 31000:2009 or current equivalent:
           1. prepare a risk management plan;
           2. identify at the start of each phase risks to the Project which require more detailed analysis;
           3. analyse and act on moderate risks;
           4. analyse and make recommendations to the Principal on major risks, and act on the Principal’s direction; and
           5. monitor and report on the management and impacts of moderate and major risks; and
        3. supply on request evidence of particular risk management processes.
2. Procurement strategy
   * 1. The Project Manager must assist the Principal to select the most appropriate project procurement system and develop the contract packages.
3. Engagement of Service Providers
   * 1. The Project Manager must:
        1. obtain approval from the Principal to every proposed Contract, its scope, and estimates of cost and time for completion;
        2. ensure that the engagement of Service Providers complies with the principles and procedures of the relevant documents listed in the Appendix: Instruments for the Services, unless otherwise directed by the Principal;
        3. select panels of tenderers from pre-qualified panels in accordance with the NSW Government current requirements;
        4. invite expressions of interest or arrange pre-registration when there is no suitable panel of tenderers;
        5. prepare tender documents complete and fully detailed in the form, nature and character of the relevant Contract, and ensure the tender documents have the commercial and contractual clauses required by the NSW Government current requirements;
        6. manage the invitation and close of tenders;
        7. evaluate tenders in consultation with the Principal and submit a tender evaluation report with recommendation for acceptance; and
        8. prepare letters of award for issue by the Principal and issue letters to unsuccessful tenderers.
4. Management of Service Providers
   * 1. The Project Manager must:
        1. act as the person appointed to act on behalf of the Principal for each Contract as the Principal’s Authorised Person or Principal’s Representative in accordance with the NSW Government procedures and authorities delegated by the Principal;
        2. manage Contracts in accordance with the principles and procedures required under the NSW Government current requirements and as advised by the Principal;
        3. act as appropriate so that the Principal may satisfy its obligations under the Contracts;
        4. check that insurances are effected and maintained as required in the Contracts;
        5. review and assess Service Providers’ management plans and conduct quality management system audits;
        6. respond promptly to requests for information from Service Providers, supply responses by written instruction, and keep records of the transactions;
        7. monitor the progress of specified activities and the production of specified deliverables to satisfy the Principal and relevant authorities, and to meet technical requirements of relevant codes, ordinances, regulations and standards;
        8. check that Service Providers have supplied certification of deliverables for compliance with the relevant specification, statutory requirements, and codes;
        9. manage the submission of all draft documentation supplied by Service Providers to the Principal for review and facilitate the approval process as follows:
           1. review draft documentation supplied by Service Providers and provide return comment;
           2. return documentation containing errors, or of inadequate quality or standard, to the Service Provider for amendment;
           3. submit draft documentation of acceptable quality and standard, with comments, to the Principal for review;
           4. consolidate all review comments, on behalf of the Principal, and forward these to the Service Providers; and
           5. review and comment on final documentation and submit to the Principal for approval only when it is of acceptable quality and standard;
        10. ensure that adequate inspection of Contract Work takes place in accordance with the Contracts;
        11. advise Service Providers of non-compliance with the Contract;
        12. examine and provide comment to Service Providers as appropriate on shop drawings;
        13. supervise the Service Providers to make sure that Contract Work is being carried out within contract conditions and to make sure that required quality standards are being met;
        14. inspect all samples supplied by Service Providers;
        15. require that any variation from acceptable standards be approved by the relevant Statutory Authorities before consideration for acceptance;
        16. monitor Service Provider progress on a continuous basis;
        17. check and report to the Principal on the value of progress claims;
        18. make recommendations to the Principal as appropriate concerning certification of contractual outcomes;
        19. when in receipt of a payment claim:
            1. follow the Principal’s payment procedures; and
            2. carry out all action required the ensure the Principal meets its obligations under the Contract;
        20. advise on options for, get approval to and take action on the mitigation of delays and resolution of issues;
        21. issue letters of determination to Service Providers regarding claims settlement as directed by the Principal;
        22. manage resolution of Contract disputes with Service Providers in accordance with the Principal’s requirements;
        23. report on Service Provider performance as required under the NSW Government current requirements; and
        24. refer to the Principal issues outside delegated authority.
5. Design
   * 1. The Project Manager must:
        1. review any design brief for all components of the Project, including the functional analysis and complete room data information;
        2. review site planning options for new works against the existing master planning for the Project, including definition of development options and preliminary budgets to include any recurrent cost implication;
        3. have users’ functional requirements that are approved by the Principal incorporated in the Project;
        4. review and develop the preferred design option as a concept plan and submit for approval;
        5. ensure architectural and engineering services documentation is coordinated;
        6. prepare a project implementation proposal for the preferred option providing a program, staging, cash flow and recommended procurement strategy;
        7. provide full scope of all engineering services required plus any essential upgrading; and
        8. liaise with the Principal and Service Providers as necessary to generate a detailed cost plan of the total cost of the preferred option, including furniture, fittings and equipment, construction costs and consultant fees.
6. Construction
   * 1. The Project Manager must:
        1. manage all preliminary site activities, including relocations of affected persons, demolition, services relocations, excavation, archaeological requirements and any other activities prior to construction of the Contract Works;

the following subclause re principal contractor is mandatory.

* + - 1. ensure there is one principal contractor among the Service Providers;
      2. attend and chair GC21 start-up workshops, all ongoing evaluation workshops and the close-out workshop;
      3. progressively check construction documents, working drawings, specifications and schedules;
      4. advise on materials tests and results;
      5. arrange for the Contract Works to be measured and valued, and provide appropriate checking and verification; and
      6. manage a pro-active and comprehensive process to ensure Service Providers identify and make good all defects before completion of the Contract Works.

1. Commissioning and handover
   * 1. The Project Manager must:
        1. coordinate the commissioning and finalisation of the Project, ensuring that all necessary performance tests and demonstrations on and commissioning of plant and equipment are carried out in preparation for handover to the Principal at Completion;
        2. forward to the Principal, prior to occupation or handover of the Contract Works, all as built drawings, operating and maintenance manuals, and relevant compliance certificates including BCA compliance;
        3. provide certification that the Contract Works are in accordance with all relevant authorities’ requirements and the design documentation;
        4. list approved changes to the specification or design;
        5. inspect all Contract Works prior to Completion in conjunction with representatives nominated by the Principal, prepare a list of defects and incomplete Contract Works and issue to the relevant Service Provider;
        6. inform the Principal when each Contract reaches completion;
        7. ensure maintenance agreements are instituted in accordance with contractual requirements; and
        8. prepare an Asset Maintenance Plan.
2. The Deliverables

The Project Manager must supply to the Principal the following deliverables for the following phases.

in line with the scope of services above, IT IS UNLIKELY THE PROJECT MANAGER WILL BE ENGAGED TO SUPPLY ALL OF THE FOLLOWING TYPICAL DELIVERABLES. DELETE those deliverables and phases for any phases NOT APPLICABLE.

of the remaining phases DELETE THOSE services NOT APPLICABLE AND ADD AS REQUIRED.

the list of deliverables hereunder must agree with the list in the schedule of prices, if used.

1. Service demand identification
   * 1. Service outcomes strategy
     2. Asset Strategy plan
2. Service delivery options
   * 1. Service delivery options study
     2. Feasibility analyses
     3. Preliminary risk identification and risk management schedule
     4. Stakeholder identification
     5. Cross agency impact statement
3. Justification of proposed option
   * 1. Project Strategy Report
     2. Preliminary financial and economic appraisal
     3. Heritage impact study
     4. Traffic impact study
     5. Environmental impact study
     6. Preliminary risk assessment
     7. Preliminary project budget
     8. Preliminary project program
4. Project definition
   * 1. Project Appraisal
     2. Feasibility Study Report
     3. Economic Appraisal
     4. Financial Appraisal
     5. Value Management study report
     6. Risk management plan
     7. Project Budget
     8. Project Program
     9. Stakeholder views analysis
     10. Change management assessment
     11. Benefits realisation register
     12. Business Case submission
5. Procurement strategy
   * 1. Project procurement plan
     2. Advice on sourcing tenderers
     3. Updated risk management plan
     4. Change management plan
     5. Communication plan
     6. Project organisation chart & resource schedule
     7. Report on stakeholder support
     8. Procurement Strategy Report
     9. Project budget & cash flow
     10. Updated Project Program
6. Specification
   * 1. Geotechnical report
     2. Contamination report
     3. Hazardous materials report
     4. Dilapidation report
     5. Field survey
     6. Approvals from relevant authorities
     7. Tender documents
     8. Tender evaluation plan
     9. Pre-tender estimate
7. Service Provider Selection
   * 1. Tender evaluation, recommendation, and approval
     2. Contract documents
     3. Completed tender award actions
     4. Post-Tender Review Report confirming completion of contract award actions
8. Implementation
   * 1. Schematic design
     2. Design development
     3. Design documentation
     4. Acceptance test reports
     5. Completed and verified asset
     6. Contract management records
     7. Finalised Contracts
     8. Commissioning plans
     9. Asset management information
     10. Performance reports on Service Providers
9. Operation
   * 1. Operation plans
     2. Maintenance plans
     3. Maintenance records
10. Evaluation
    * 1. Report on benefits and level of service
      2. Report on Project Budget and Project Program
      3. Strategies for renewal or discontinuation of service
      4. Performance reports on Service Providers
      5. Post-completion/implementation reports and reviews
      6. Benefits realisation report
11. Appendix

The following list contains documents and/or electronic resources that the Project Manager may be required to use. add or delete as required.

1. Instruments for the Services

The following documents and/or electronic resources are available on the **buy.nsw website** for inspection at tender and for use by the Project Manager under the Agreement:

NSW Government Codes and Procurement Guideline Documents

* NSW [Government](https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct) Supplier Code of Conduct
* Procurement (Enforceable Procurement Provisions) Direction 2019 issued by the NSW Procurement Board

Standard Form Documents

* [GC21](https://www.procurepoint.nsw.gov.au/before-you-buy/construction/construction-contracts/gc21-edition-2)
* [Minor Works](https://www.procurepoint.nsw.gov.au/before-you-buy/construction/construction-contracts/mw21)
* [Consultancy Services](https://www.procurepoint.nsw.gov.au/before-you-buy/construction/construction-contracts/consultancy-services)

Schedules of Contractual Authorities

* [GC21 contracts](https://www.procurepoint.nsw.gov.au/system/files/documents/role_of_authorised_person_2014_02_15_0.pdf)
* [Minor Works contracts](https://www.procurepoint.nsw.gov.au/system/files/documents/mw21_schedule_of_contractual_authorities.docx)

General construction procurement requirements may also be found on construction category page of buy.nsw website.