



# ***Expressions of Interest - Cleaning Services***

## ***Leongatha Office and Leongatha Depot***

West Gippsland Catchment Management Authority (WGCMA) is seeking submissions for Expression of Interest from suitably qualified contractors to undertake cleaning services at their Leongatha Office and Depot locations.

Forming part of this document set are:

- Project Brief
- Contract template, including the cleaning schedules for Leongatha Office (Schedule 3) and Leongatha Depot (Schedule 4)
- Floor plan – Leongatha Office
- Floor Plan – Leongatha Depot

**Submissions must be received by 5pm Monday 28 July 2025**



# ***Project Brief - Cleaning Services***

## ***Leongatha Office and Leongatha Depot***

### **Project Overview**

West Gippsland Catchment Management Authority (WGCMA) is seeking to appoint a suitably qualified contractor to undertake cleaning services at their two Leongatha facilities:

- Office: Cnr Bair & Young Streets, Leongatha
- Depot: 8 Ashenden Street, Leongatha

The Leongatha Office will require twice-weekly cleaning, preferably on a Wednesday evening and another over the weekend, whilst the depot location will require fortnightly cleaning. Cleaning must be completed outside of business hours (8:00am to 5:00pm).

### **EOI Key Dates**

Key dates for this procurement process are as follows:

<b>Description</b>	<b>Date</b>
<b>Tour</b> West Gippsland CMA will run a tour of both sites on Wednesday 16 July. This will provide an opportunity for you to inspect the premises and ask any questions prior to submitting your EOI. To register your interest in the tour, please contact Janine Clark on 5613 5960.	<b>16 July 2025</b>
<b>Submissions Close</b> All Expressions of Interest must be submitted by <b>5pm on Monday, 28<sup>th</sup> July 2025</b> , using our online <i>Provision of Cleaning Services Form</i> , available on our website – <a href="http://www.wgcma.vic.gov.au">www.wgcma.vic.gov.au</a>  Late expressions of interest will only be accepted at the discretion of WGCMA.  All Expressions of Interest will be treated as strictly confidential.	<b>28 July 2025</b>



Description	Date
<b>Contractor Selection and Appointment</b> Following the close of submissions, WGCMA will evaluate the EOI received against the Key Selection Criteria as specified below. Following the initial evaluation process, WGCMA will: <ul style="list-style-type: none"><li>- Shortlist one of more organisations that have expressed interest in providing cleaning services</li><li>- Conduct any required interviews and/or follow up any queries from the EOI submissions</li><li>- Conduct client referee checks</li><li>- Sign the contract with the successful contractor.</li></ul>	<b>29 July 2025 to 15 August 2025</b>
<b>Contract Start</b> The first clean to be completed the week beginning 1 September 2025.	<b>Week beginning 1 September 2025</b>

## Key Selection Criteria

In evaluating EOI responses, WGCMA will have regard to the following Key Selection Criteria and their weighting:

Key Selection Criteria	Evidence	Evaluation Weighting
<b>Capability</b>	EOI response - demonstration of the cleaning contractor's ability to deliver the cleaning services (quality and performance standards) and ability to provide a range of cleaning services	20%
<b>Demonstration of Performance</b>	Client reference checks	40%
<b>Pricing</b>	Hourly rate submission and any other costs for delivery of services.	40%

## Contract

A contract template has been provided with these project brief documents.

By submission of an EOI, the contractor agrees to all terms of the contract, unless otherwise detailed with their submission.



### **Contract period**

The contract is for a period of three years commencing 1 September 2025, with one extension option of a further two years available at the discretion of WGCMA.

### **Code of Conduct**

All contractors must inform themselves of, and comply with, the Victorian Government's Supplier Code of Conduct.

### **Services to be provided**

The cleaning contractor will perform cleaning services at the office and depot locations in accordance with the schedules 2 (Leongatha Office) and 3 (Leongatha Depot) in the contract template.

WGCMA may from time to time request the Contractor (either verbally or in writing) to provide cleaning services either in respect of an area or at a frequency which is different from that specified in the agreement. If agreed to by the cleaning contractor, the Contractor shall provide the services, with the amount payable by the Authority in accordance with the hourly rate as set in the fee schedule.

### **Materials**

The contractor will supply all consumables and tools utilised during the cleaning process including: detergents/soaps, disinfectants, cleaning solutions, garbage bags, brushes, sponges and mops.

These materials need to be environmentally friendly and be accompanied by a Materials Safety Data Sheet. The Contractor must use appropriate chemicals and methodology for the treatment of any virus outbreaks e.g. COVID.

The Authority will supply a vacuum cleaner and consumable materials utilised by staff, such as toilet paper, hand towel, dishwashing liquid, dishwashing sponges/cloths, hand soap and hand sanitiser.

### **Storage**

The Authority will make available in the premises a cupboard for the storage of equipment and materials necessary for the Contractor to carry out the Contractor's duties under this Agreement. No responsibility for the safe



keeping of any articles belonging to the Contractor or the Contractor's staff and left on the premises will be accepted by the Authority.

### **WGCMA's rights**

Notwithstanding anything else in this EOI, and without limiting its rights at law or otherwise, WGCMA reserves the right, at its absolute discretion at any time, to:

- cease to proceed with, or suspend the EOI Process
- alter the structure and/or the timing of the EOI
- vary or extend any time or date specified in this EOI
- terminate the participation of any organisation in this EOI
- require additional information or clarification from any organisation expressing an interest in this EOI to provide additional information or clarification
- call for a new EOI
- reject any EOI received after the Closing Time
- reject any EOI that does not comply with the requirements of this EOI document.

**For any further details or enquiries please contact Janine Clark on 5613 5960.**

## Bathrooms

- Using appropriate germicide solutions and/or cleaning agents, wet mop floors in toilet areas.
- Scrub, wash and wipe all toilets seats, scrub pans inside and out.
- Wash and wipe clean all hand basins.
- Ensure all toilets have paper towels, toilet rolls and liquid or tablet soap. These consumables will be provided by the WGCMA
- Empty bins. Wipe clean bins and replace liners as required.
- Wash clean and wipe to a bright finish all sinks and sink surrounds.
- Using an approved detergent in hot water, wet mop and dry off tiled areas.

## Kitchen

- Clean outside of cupboards and metal fittings.
- Using an approved detergent in hot water, wet mop and dry off tiled areas
- Replace bin liners.
- Wash clean all kitchen sinks and sink surrounds.
- Clean all tables and counter tops
- Sweep and mop floor

## Office Area

- Empty all bins. Wipe clean bins and replace liners as required.
- Vacuum and spot clean all carpeted surfaces.

## Quarterly

At least once per quarter:

- Polish all metal fixtures and fittings including kick boards and door grilles.
- Clean surfaces of accumulated dust, spider webs and debris, including doors, door frames, partitions, and office furniture.
- Remove cobwebs externally (around entrances and bottom-story windows)
- Clean exposed light fittings, picture frames and Venetian blinds.

## ***Periodically – as required.***

These items will need to be completed as required, as determined by visual inspection:

- Clean all walls to ceiling height, internal doors and partitions.
- Clean all light fittings and diffusers.
- Clean the cleaner's cupboard and ensure MSDS has been kept up to date for any cleaning contractor supplied chemicals.

OFFICIAL

Contract Number: (from Contract Register)



Cleaning Services – Leongatha Office and Depot

---

**THIS AGREEMENT** is made  
**BETWEEN**

WEST GIPPSLAND CATCHMENT MANAGEMENT AUTHORITY (the WGCMA)

and

(Name of contractor/consultant/service provided) ("the Supplier")

---

## 1. DEFINITIONS

In this agreement:

**Agreement** means this agreement and includes the schedules and any annexures to it or documents incorporated by reference.

**Business Day** means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act* 1993 (Vic)) in Melbourne.

**Code of Conduct** means the Code of Conduct for Victorian Public Sector Employees (No 1) 2007 (as amended from time to time) issued by the Public Sector Standards Commissioner pursuant to s63 of the *Public Administration Act* 2004 (Vic).

**Commencement Date** means the date set out as such in Item 1 of Schedule 1.

**Completion Date** means the date set out as such in Item 1 of Schedule 1.

**Confidential Information** means any technical, scientific, commercial, financial or other information of, about or in any way related to, the WGCMA, including any information designated by the WGCMA as confidential, which is disclosed, made available, communicated or delivered to the Supplier in connection with this Agreement, but excludes information:

- (a) which is in or which subsequently enters the public domain other than as a result of a breach of this Agreement;
- (b) which the Supplier can demonstrate was in its possession prior to the date of this Agreement;
- (c) which the Supplier can demonstrate was independently developed by the Supplier;

## OFFICIAL

- (d) which is lawfully obtained by the Supplier from another person entitled to disclose such information; or
- (e) which is disclosed pursuant to legal requirement or order.

**Conflict of Interest** means any circumstance, condition or thing which may adversely affect the Supplier's ability to perform the Services.

**Invitation** means the opportunity set out in the documents published by the WGCMA for the market place to submit offers to provide the services pursuant to this Agreement.

**Laws** means:

- (a) the law in force in Australia and Victoria, including common law, legislation and subordinate legislation; and
- (b) ordinances, regulations, orders and by-laws of relevant government, semi-government or local authorities.

**Offer** means the documentation and any supporting materials lodged by the Supplier in response to the Invitation containing an offer to provide services in the form finally accepted by the WGCMA, as set out in Annexure A.

**Party's Representative** means the Supervisor in respect of the WGCMA and the Supplier's Representative in respect of the Supplier.

**Project Brief** means the document that outlines the work to be undertaken.

**Services** means the services to be provided by the Supplier specified in Schedule 2, 3 and 4.

**Supervisor** means:

- (a) the person named as such in Schedule 1; or
- (b) any other person nominated by the WGCMA from time to time in writing; and includes any person:
  - (i) to whom powers or functions have been delegated by a person referred to in clause 1.4 or clause 1.5;
  - (ii) the authority of whom the Supplier has been notified; and
  - (iii) in respect of whom no notice of the revocation of his or her authority has been given to the Supplier.

**Supplier** means the person, corporation, partnership, joint venture, including employees, agents and subcontractors supplying the services under this Agreement.

**Supplier's Representative** has the meaning ascribed to it by clause 3.1.

**Supplier's Tender** means the Tender document submitted to the WGCMA in response to a Project Brief.

**Tax Invoice** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**WGCMA** means the West Gippsland Catchment Management Authority.



## **2. THE SERVICES**

### **2.1 OBLIGATION TO PROVIDE SERVICES**

The Supplier must perform the Services in accordance with this Agreement from the Commencement Date to the Completion Date and in accordance with undertaken extension options available under Schedule 1.

Schedule 2, 3 and 4 list the services to be performed.

### **2.2 LIAISON**

The Supplier's Representative must keep the Supervisor fully informed as to the progress of the Services and any critical decisions, factors or circumstances which may influence the performance of the Services. This includes any repairs necessary to WGCMA equipment or materials required.

If it is necessary for the Supplier to consult with any members of the WGCMA's staff or any third parties to perform the Services, contact must be made with such staff or third parties through the Supervisor unless otherwise agreed in writing by the Supervisor.

### **2.3 SERVICES LEVELS**

The Supplier must provide the Services to a standard that reaches or exceeds the Service Levels and in accordance with the requirements set out in Schedule 2. In addition, the Supplier must:

- (a) provide the Services to the reasonable satisfaction of the WGCMA and in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
- (b) ensure the highest quality of work and the delivery of the Services with the utmost efficiency;
- (c) act in good faith and in the best interests of the WGCMA;
- (d) comply with all statements or representations as to its performance or the provision of the services set out in the offer;
- (e) keep the WGCMA informed of all matters of which it ought reasonably to be made aware and provide such information in relation to the provision of the Services as may reasonably be required by the WGCMA; and
- (f) carry out its obligations and duties and complete the provision of the Services to the reasonable satisfaction of and in accordance with the requirements of the organization.

### **2.4 SUPPLIER TO PROVIDE EQUIPMENT**

All consumables including detergents, disinfectants, cleaning solutions and brushware to be supplied by the Supplier, whilst the WGCMA will supply light, power and water.

If consumables are found to be ineffective in carrying out the work, then the Executive Manager Corporate Services or his/her delegate may direct the contractor to one which is more effective.

## OFFICIAL

All equipment and consumables must be of good quality and maintained in good condition so as to reduce the risk of injury, or damage to the health of any person.

The WGCMA will supply a vacuum cleaner.

The WGCMA will supply all toilet paper, hand towel, dishwashing liquid, sponges & cloths, hand soap and hand sanitiser.

### **2.5 FEES**

The Supplier must pay all fees, charges and costs incurred in its performance of the Services, unless otherwise stated in Item 3 of Schedule 1.

### **2.6 COMPLIANCE WITH LAW AND POLICY**

The Supplier must, in performing its obligations under this Agreement, comply with all Laws affecting or applicable to the provision of the Services by the Supplier under this Agreement.

### **2.7 CODE OF CONDUCT**

- (a) Where, in the course of providing the Services, the Supplier, or its employees or sub-contractors:
  - (i) supervise or work with Public Sector Employees;
  - (ii) undertake work that is of a similar nature to the work undertaken by Public Sector Employees at premises or a location generally regarded as a public sector workplace; or
  - (iii) use or have access to public sector resources or information that are not normally accessible or available to the public;the Supplier must (and must ensure that its employees or sub-contractors) comply with the VPSC Code of Conduct.
- (b) The Supplier acknowledges that:
  - (i) the VPSC Code of Conduct is an important part of the State's approach to procurement and describes the State's minimum expectations regarding the conduct of its Suppliers;
  - (ii) it has read and aspires to comply with the Supplier Code of Conduct; and
  - (iii) the expectations set out in the Code are not intended to reduce, alter or supersede any other obligations which may be imposed on the Supplier, whether under the Agreement or at Law.

### **2.8 PRICE FOR THE SERVICES**

The Supplier will charge the WGCMA for the price for the Services as set out in Schedule 2. Subject to any change in the rates or fees for the Services resulting from the application of any express provision of this Agreement, the rates and fees are fixed for the Term of this Agreement.

### **3. SUPPLIER'S STAFF**

#### **3.1 SUPPLIER'S REPRESENTATIVE**

The Supplier has appointed the person specified in Item 4 of Schedule 1 to be responsible for the day to day performance of the Services and the supervision of all persons employed or engaged in carrying out the Services ("the Supplier's Representative").

The Supplier must notify the Supervisor immediately should a new Supplier's Representative be appointed.

#### **3.2 STAFF NOT TO BE EMPLOYED**

The Supervisor may give notice that any person not be employed or engaged in the performance of the Services by the Supplier.

The Supplier must:

- (a) comply with any such notice from the Supervisor; and
- (b) within seven (7) days of the service of the notice, nominate in writing to the Supervisor another person to perform the Services. The Supplier must provide the Supervisor with details of the experience and qualifications of the person nominated. The person nominated must be approved in writing by the Supervisor prior to commencing the performance of the Services.

If the Supplier fails to nominate a person who is acceptable to the Supervisor under this clause 3.2, the WGCMA may immediately terminate this Agreement.

The Supplier will ensure that only persons reasonably required to perform the cleaning duties are to enter the office of the WGCMA whilst cleaning is in progress.

### **4. PREMISES**

#### **4.1 ACCESS TO PREMISES**

A key or keycard will be supplied to the Supplier which should be kept secure at all times. If the key or keycard is lost, the Supplier will notify the Executive Manager Corporate Services or his/her delegate immediately.

WGCMA will show the Supplier the security system in the building.

The Supplier must ensure that all lights are turned off at the completion of the days cleaning, except for the security and exit lights.

The Supplier must ensure that the security system is armed and external doors are locked when leaving the building, unless another authorised person is left in charge of the building.

#### **4.2 STORAGE OF SUPPLIER'S SUPPLIES**

The cupboard near the toilets has been designated as the cleaning cupboard and the Supplier may use this area for storage of cleaning items. No responsibility for the safe keeping of the items will be accepted by WGCMA.

## 5. CONFLICTS OF INTEREST

- (a) The Supplier warrants to the WGCMA that it does not, and will ensure that its employees, agents and contractors do not, hold any office or possess any property, are not engaged in any business, trade or calling and do not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with, or might appear to be created in conflict with, their duties and interest under this Agreement.
- (b) The Supplier must promptly inform the WGCMA of any matter which may give rise to an actual or potential Conflict of Interest. The Supplier acknowledges and agrees that failure to comply with this clause 8 will constitute a breach of a fundamental term of this Agreement.

## 6. CONFIDENTIALITY, PRIVACY AND DATA PROTECTION

### 6.1 *PRIVACY*

The Supplier acknowledges that it will be bound by the Information Privacy Principles and any applicable Code of Practice with respect to any act done or practice engaged in by the Supplier under or in connection with this Agreement in the same way and to the same extent as the State or the WGCMA would have been bound had it been directly done or engaged in by the State or the WGCMA.

## 7. PAYMENTS

If the Supplier complies with its obligations under this Agreement, the WGCMA must make the payment or payments specified in Schedule 2.

The Supplier must submit to the WGCMA a valid Tax Invoice referencing a WGCMA purchase order together with such other information as WGCMA may reasonably require via email to [accounts@wgcm.vic.gov.au](mailto:accounts@wgcm.vic.gov.au).

The WGCMA will pay the invoiced amount within 30 days of receipt of a valid and accurate Tax Invoice.

## 8. VARIATIONS

### 8.1 *DIRECTION OF VARIATIONS*

During the Agreement Term, the Supervisor may direct the Supplier to:

- (a) alter the extent of the Services;
- (b) alter the character, quality or mode of performance of the Services; or
- (c) carry out any work of a character similar to the Services, which is necessitated by any circumstances, which the Supervisor deems to constitute an emergency.

The WGCMA will give written notice to the Supplier proposing a variation to the scope of the Services (including any necessary extension of the Completion Date). The Supplier must within five business days of such notice, provide a written proposal as to varied

## OFFICIAL

rates or fees that would apply. The WGCMA may accept such proposal within five business days of its receipt from the Supplier. In the absence of such acceptance, the Services must be performed in accordance with this Agreement without such variation.

### 9. FAILURE TO PERFORM

- (a) Without limiting any other clause of this Agreement, or any other remedy the WGCMA may have, if the Supplier fails to provide or perform any of the services in accordance with the requirements of this Agreement (including the applicable service levels), the WGCMA will not be required to pay for those services and may, by notice in writing to the Supplier, require the Supplier to:
  - (i) remedy any default (if the default is capable of being remedied) at the Supplier's own expense; or
  - (ii) re-perform the Services (if the Services are capable of being re-performed by the Supplier),
  - (iii) within the time specified in the notice (which must be reasonable having regard to the nature of the Services).
- (b) If the remedied or re-performed Services are remedied or re-performed in accordance with the applicable Service Levels and otherwise to the satisfaction of the WGCMA, then the WGCMA will pay the applicable rates or fees for those remedied or re-performed Services (which the parties acknowledge may be less than the cost to the Supplier of remedying or re-performing the services).
- (c) If the default referred to in clause 9(a) is not capable of being remedied or the Services are not capable of being re-performed, or the Supplier fails within the time specified to remedy the default or re-perform the Services, the WGCMA may either:
  - (i) remedy that default or re-perform the Services itself; or
  - (ii) have the Services remedied or re-performed by a third party,and in either case, the Supplier must pay the reasonable costs incurred by the WGCMA doing so.

### 10. TERMINATION

#### 10.1 SUPPLIER'S RIGHT TO TERMINATE

If, within 14 days of any period for payment stated in Schedule 2, the WGCMA has failed to pay to the Supplier any amount due under clause 7 (other than an amount being the subject of a dispute or difference under this Agreement), the Supplier may by notice to the WGCMA either suspend the Services or terminate this Agreement.

#### 10.2 WGCMA'S RIGHT TO TERMINATE

The WGCMA may terminate this Agreement by notice in writing to the Supplier if:

- (a) the Supplier fails to provide the Services in accordance with the Service Levels or otherwise in accordance with the requirements of this Agreement;
- (b) the Supplier fails to remedy, to the satisfaction of the WGCMA, any breach of this Agreement (which in the reasonable opinion of the WGCMA is able to be remedied) within 14 days after the date on which the WGCMA issues the Supplier a written notice requiring the Supplier to remedy the breach;

- (c) the Supplier breaches any material provision of this Agreement and in the reasonable opinion of the WGCMA such breach cannot be remedied;
- (d) the Supplier or any of its employees, agents or sub-contractors are guilty of fraud, dishonesty or any other serious misconduct;
- (e) the Supplier commits any act or does anything that is contrary to prevailing community standards, or is otherwise regarded by the public as unacceptable or which brings the reputation of the Supplier into disrepute and as a consequence the WGCMA believes that its continued association with the Supplier will be prejudicial or otherwise detrimental to the reputation of the State; or
- (f) the Supplier:
  - (i) undergoes a change in its structure which, in the reasonable opinion of the WGCMA, limits the capacity of the Supplier to provide the Services or otherwise precludes or adversely affects the Supplier's ability to carry out its obligations and duties under this Agreement; or
  - (ii) goes into liquidation or a receiver and manager or mortgagee's or chargee's agent is appointed or becomes subject to any form of insolvency administration or arrangement, or in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors.

## **11. SUB-CONTRACTING AND ASSIGNMENT**

- (a) The Supplier must not, except with the written consent of the Supervisor, sub-contract or assign the whole or any portion of its rights and obligations under this Agreement, and no sub-contractors or assignees shall have any rights under this Agreement against the WGCMA or be entitled to receive any payments under this Agreement from the WGCMA.
- (b) The Supplier must ensure that any person engaged by it in providing the Services complies with all obligations imposed on the Supplier by this Agreement. The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under this Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier itself.

## **12. INSURANCE AND WORK, HEALTH AND SAFETY**

### **12.1 INSURANCE**

- (a) The Supplier must effect and maintain for the Term the insurances specified in Item 5 of Schedule 1 in respect of any claim related to this Agreement.
- (b) The policies must cover the Supplier's liability to the WGCMA for loss damage to property and the death or injury to any person and must also note the interest of the WGCMA.
- (c) The Supplier must, upon request by the WGCMA, provide proof within 10 business days of the request that the insurance policies have been effected and maintained

### **12.2 ACCIDENT COMPENSATION**

## OFFICIAL

The Supplier must ensure that, in respect of its employees and contractors and any other persons engaged by the Supplier to provide the Services, it:

- (a) complies with the provisions of the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic);
- (b) insures against its liability to pay compensation whether under legislation or otherwise; and
- (c) produces to the WGCMA on request any certificates or like documentation required by the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic).

### **12.3 ACCESS AND SAFETY**

If the Supplier requires access to the premises of the WGCMA in connection with the provision of the Services, the WGCMA will, subject to its usual security requirements, permit the Supplier reasonable access to the premises at such times as may be reasonably necessary to enable the Supplier to provide the Services.

When the Supplier enters the premises of the WGCMA, the Supplier must and must ensure that its employees, agents and contractors use all reasonable endeavours to:

- (a) protect people and property;
- (b) prevent nuisance and unnecessary noise and disturbance;
- (c) act in a safe and lawful manner and comply with the safety standards and policies of the WGCMA (as notified to the Supplier); and
- (d) comply with the *Occupational Health and Safety Act 2004* (Vic) and any applicable regulations made under that Act.

### **12.4.1 WORK HEALTH AND SAFETY**

- (a) The Supplier must comply with all applicable workplace health and safety laws and all safety instructions reasonably issued by the WGCMA.
- (b) The Supplier must ensure that all plant, tools, equipment and substances used in performing the Services are in a safe and serviceable condition and used and maintained in accordance with their operating instructions.
- (c) The Supplier must ensure that its employees, agents and subcontractors are adequately supervised at all times while performing the Services.
- (d) The Supplier must ensure that before its employees, agents or subcontractors perform the Services they received adequate training to perform the Services.
- (e) If the Supplier engages in conduct that, in the reasonable opinion of the Principal, could cause a serious risk to health or safety, the WGCMA may direct the Supplier to cease performing the Services.
- (f) If the Suppliers (or one of its employees, agents or subcontractors) considers that the working conditions or behavior of other workers could cause a serious risk to health or safety, the Supplier may cease performing the Services and/or leave the work site immediately. The Supervisor is to be notified immediately if this occurs with a plan to rectify the situation within a reasonable timeframe.
- (g) The Supplier must promptly notify the Supervisor of any accident, injury, property or environmental damage that occurs during the carrying out of the Services. All lost time incidents shall be immediately notified the Supervisor. The Contractor must and within 3 working days of any such incident provide a report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.



#### **12.4.2 LIABILITY**

- (a) The Supplier must indemnify the WGCMA and its officers, employees and agents (Indemnified Party) against any loss, damage, claim, action or expense (including legal expense) which any Indemnified Party suffers as a direct or indirect result of any of the following:
  - (i) a breach of this Agreement by the Supplier, including any failure to provide the Services in accordance with this Agreement;
  - (ii) any warranty given by the Supplier under this Agreement being incorrect or misleading in any way; or
  - (iii) wrongful or any negligent act or failure to act by the Supplier or any of the Supplier's employees, agents, officers or sub-contractors, except to the extent that any such loss, damage, claim, action or expense is caused by the negligence or other wrongful act or omission of the WGCMA, its officer or employees.
- (b) If any indemnity payment is made by the Supplier under this clause 11, the Supplier must also pay to the Indemnified Party an additional amount equal to any tax which is payable by the Indemnified Party in respect of that indemnity payment.
  - (a) If the Supplier fails to complete the Services by the Completion Date or meet any date for delivery of the Services, the Supplier must pay to the WGCMA any liquidated damages in accordance with the agreed provisions set out in Item 7 of Schedule 1. The parties agree that any such liquidated damages constitute a fair and reasonable pre estimate of the loss that will be suffered by the WGCMA with respect to such failure.

### **13. WARRANTIES**

The Supplier warrants that:

- (a) the provision of the Services will be carried out with all due care and skill and in accordance with all applicable standards, principles and practices;
- (b) it and its employees, agents and contractors are appropriately qualified and have the requisite knowledge, skill and expertise to provide the Services in accordance with the Service Levels.

### **14. DISPUTE RESOLUTION**

#### **14.1 NOTICE OF DISPUTE**

In the event of any dispute or difference arising between the WGCMA and the Supplier, either during the period of this Agreement or after the termination, abandonment or breach of this Agreement, as to any matter or thing connected with this Agreement or arising under this Agreement, the WGCMA or the Supplier may give to the other party notice of the dispute or difference. Such notice:

- (a) must be reasonably given; and
- (b) must signify that it is a notice under this clause 14.1; and
- (c) must give sufficient details of the dispute or difference as to enable the party receiving the notice to ascertain the nature of the dispute or difference alleged.



#### **14.2 ALTERNATIVE DISPUTE RESOLUTION**

Within seven (7) days of the receipt of any notice of dispute under clause 14.1 by either party, a representative of each party must meet to discuss ways of resolving the dispute or difference. The representatives may resolve the dispute or difference themselves or refer the dispute or difference to any form of alternative dispute resolution procedure on which they agree. The representatives must be authorised by the parties to resolve the dispute or difference on their behalf should this prove to be practicable.

#### **14.3 REFERRAL TO ARBITRATION**

- (a) If the parties fail to settle any Dispute in accordance with clause 14.2, the parties may agree to submit the Dispute for resolution to final and binding arbitration under the Rules of Arbitration of the Institute of Arbitrators and Mediators Australia by one or more arbitrators appointed in accordance with those rules. In the event that the parties cannot agree on the identity of an arbitrator or arbitrators, then the arbitrator(s) shall be nominated by the party listed in Item 6 of Schedule 1.
- (b) If the parties do not agree to refer the dispute to arbitration in accordance with clause 14.3 (a), either party may submit the dispute for resolution to the non-exclusive jurisdiction of the courts of Victoria, Australia.

#### **14.4 NO OBLIGATION TO REFER**

This clause 14 does not in any way require the WGCMA or the Supplier to refer to arbitration any dispute or difference or in any way act as a bar to the bringing of legal proceedings by the WGCMA or the Supplier, except that no dispute or difference must be the subject of legal proceedings from the time it is referred to arbitration under clause 14.3 to the end of any subsequent arbitration.

#### **14.5 PERFORMANCE DURING DISPUTE RESOLUTION**

If it be reasonably possible, work under the Agreement must continue during arbitration or legal proceedings, and no payment due or payable by the WGCMA, that is not in dispute, must be withheld on account of the arbitration or legal proceedings, unless so authorised by the Supplier or by this Agreement.

### **15. CONSTRUCTION OF TERMS**

In this Agreement, unless inconsistent with the context:

- (a) headings and under linings are for convenience only and do not affect interpretation;
- (b) words expressed in the singular include the plural and vice versa;
- (c) a reference to a gender includes a reference to each other gender;
- (d) where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;
- (e) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

- (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
- (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (v) '\$', 'dollars' or 'AUD' is a reference to the lawful currency of the Commonwealth of Australia;
- (vi) a party or parties is a reference to the WGCMA and the Supplier (as the case requires); and
- (f) the Schedules form part of this Agreement.

## **16. INTERPRETATION**

### **16.1 WHOLE UNDERSTANDING**

This Agreement together with the Offer, constitutes the whole understanding between the parties and embodies all terms and conditions under which the Services are to be performed by the Supplier. All previous negotiations and understandings between the parties on this subject matter shall cease to have effect from the date of this Agreement.

### **16.2 GOVERNING LAW**

The law of the State of Victoria governs this Agreement and any legal proceedings under this Agreement.

### **16.3 STATUS OF SUPPLIER**

If the Supplier consists of two or more parties, the Agreement shall bind each of them severally and jointly.

### **16.4 WAIVER & EXERCISE OF RIGHTS**

- (a) A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

### **16.5 NO FETTERING OF THE WGCMA'S POWERS**

It is acknowledged and agreed that this Agreement does not fetter or restrict the powers or discretions of the WGCMA in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Services, the Supplier or the West Gippsland Catchment Management Authority District.

### **16.6 RELATIONSHIP TO PARTIES**

This agreement is not intended to create a partnership, joint venture or agency relationship between the parties.

## **17. NOTICES**

### **17.1 METHOD OF GIVING NOTICES**

A notice, demand, certification, process or other communication relating to this Agreement must be in writing in the English language, and may be sent by pre-paid post, pre-paid courier or by electronic mail.

### **17.2 TIME OF RECEIPT**

A notice given to a party in accordance with clause 21.1 shall be treated as having been duly given and received:

- (a) if handed to the Party's Representative, immediately;
- (b) if delivered to a party's address, on the day of delivery;
- (c) if sent by pre-paid mail, on the third day after posting; or
- (d) in the case of electronic mail, the message is correctly addressed to and successfully transmitted to that party's electronic mail address (e mail address), and acknowledgment of receipt is recorded on the sender's computer.

### **17.3 ADDRESSES OF PARTIES**

For the purposes of clauses 17.1 and 17.2 the address or email of a party is the address or email stated in Item 8 of Schedule 1 unless notice or another address or email has been given to the other party.

**OFFICIAL**

Executed by the parties on the date set out at the commencement of this Agreement.

**Date:** .....

**Signed by:**

Authorised Officer: .....

Name: .....

**For and on behalf of the WEST GIPPSLAND CATCHMENT MANAGEMENT AUTHORITY**

**In the presence of:**

Witness: .....

Name: .....

**EXECUTED on behalf of (Insert name of Supplier/Contractor/Service Provider)**

Authorised Officer: .....

Name: .....

**In the presence of:**

Witness: .....

Name: .....

## SCHEDULE 1 – CONTRACT & PARTY DETAILS

### Item 1 – Commencement and Completion (clause 2.1)

Commencement Date: 1 September 2025

Completion Date: 31 August 2028

Extension Period(s): 1x 2-year extension option is available:

- 1 September 2028 to 31 August 2030

WGCMA will provide at least 2 months' written notice as to its intent to undertake any applicable extension option(s).

### Item 2 – Parties' Representative/s (clause 1)

#### WEST GIPPSLAND CATCHMENT MANAGEMENT AUTHORITY

Name: TBC

Address: West Gippsland Catchment Management Authority  
PO Box 1374  
Traralgon VIC 3844

Phone: XXX

Email: XXXX

### Item 3 - Fees, charges and costs for which the Supplier is not to be responsible (clause 2.5):

Costs of supplying the following materials:

- Toilet Paper
- Hand Towel
- Dishwashing liquid
- Dishwashing sponges/brushes
- Hand Soap

### Item 4 – Supplier's Representative (clause 3.1)

(Insert name of Supplier/Contractor/Service Provider)

Name: XX

Address: XX

Phone: xx

Email: xx

### Item 5 – Insurances (clause 12)

The Supplier must effect and maintain a policy of public liability insurance, with a minimum coverage amount of \$5,000,000 (Five Million dollars).

### Item 6 - The person to nominate an arbitrator or arbitrator in default of agreement between the parties (clause 14.3(a)):

President of the Institute of Arbitrators, Victoria

### Item 7 – Liquidated Damages (clause 12.5):

Nil

**OFFICIAL**

**Item 8 – Parties Addresses (clause 17.3)**

**West Gippsland Catchment Management Authority:**

Postal Address: PO Box 1374, Traralgon VIC 3844

Physical Address: 16 Hotham Street, Traralgon VIC 3844

Email: xxx

**(Insert name of Supplier/Contractor/Service Provider)**

Address: xxx

Email: xxx

## SCHEDULE 2 – SERVICES AND PRICES SCHEDULE

### Services

The Supplier will be required to complete the regular cleaning as per below, and as per the attached cleaning schedules (Schedule 3 and 4). Works must be completed outside of regular office hours (after 5 pm weekdays or before 8 am weekdays or on weekends).

- Leongatha Office – Twice-weekly clean (Wednesday night and weekend cleans)
- Leongatha Depot – Once per Fortnight clean

### Fee Schedule

**To be confirmed**

### Fee Increases

**To be confirmed**

NOTE: The **Project Brief** and the **Supplier's Offer** form part to this contract

## **SCHEDULE 3 – Leongatha Office Cleaning Schedule**

### ***Each Clean (Mid-week & Weekend)***

#### **General**

- Report damage, vandalism or breakage using an agreed process.
- Report if any supplied consumable stocks need to be replenished.
- Place the appropriate kerbside bin/s out for kerbside collection (Wednesday)

#### **Bathrooms**

- Using appropriate germicide solutions and/or cleaning agents, wet mop floors in toilet areas.
- Scrub, wash and wipe all toilets seats, scrub pans inside and out.
- Wash and wipe clean all hand basins.
- Ensure all toilets have paper towels, toilet rolls and liquid or tablet soap. These consumables will be provided by the WGCMA
- Empty bins. Wipe clean bins and replace liners as required.
- Wash clean and wipe to a bright finish all sinks and sink surrounds.
- Using an approved detergent in hot water, wet mop and dry off tiled areas.

#### **Office Area**

- Empty all bins. Wipe clean bins and replace liners as required.

#### **Kitchen**

- Replace bin liners.
- Wash clean all kitchen sinks and sink surrounds.
- Clean all tables and counter tops

### ***Once Per Week***

In addition to the above, on either the mid-week or weekend clean:

#### **All Areas:**

- Sweep all vinyl/linoleum floors of all rooms, passageways and entrance steps / ramps. Lift and clean under mat areas and all light and moveable furniture. Shake clean, or vacuum mats.
- Remove scuff marks and spots from on all vinyl/linoleum surfaces
- Vacuum and spot clean all carpeted surfaces.
- Remove finger marks and stains from doors and wall mirrors.

#### **Entrance**

- The entrance of the premises, including foyer, glass doors, steps, landings and immediate surrounds shall present a clean appearance, free from dirt, scuffs and finger/handprints.

#### **Kitchen**

- Clean outside of cupboards and metal fittings.
- Using an approved detergent in hot water, wet mop and dry off tiled areas.

### ***Quarterly***

At least once per quarter:

- Clean glass entrance doors and window surrounds.
- Sweep external entrance area



## OFFICIAL

- Polish all metal fixtures and fittings including kick boards and door grilles.
- Wash clean all tiled and laminated surfaces of shower facilities removing any matter that may build up including the removal and prevention of bacteria build up in the edges, ledges, cavities and grouting.
- Clean all surfaces of accumulated dust, spider webs and debris, including doors, door frames, partitions, and office furniture.
- Remove cobwebs externally (around entrances and windows)
- Clean exposed light fittings, picture frames and Venetian blinds.

### ***Periodically – as required.***

These items will need to be completed as required, as determined by visual inspection:

- Clean walls to ceiling height, internal doors and partitions, including all service areas.
- Clean light fittings and diffusers.
- Wash clean all tiled and laminated surfaces of shower facilities removing any matter that may build up including the removal and prevention of bacteria build up in the edges, ledges, cavities and grouting (note: included on quarterly clean as a minimum)
- Clean the cleaner's cupboard and ensure MSDS has been kept up to date for any cleaning contractor supplied chemicals

## SCHEDULE 4 – Leongatha Depot Cleaning Schedule

### *Each Clean (Once per fortnight)*

#### General

- Report damage, vandalism or breakage using an agreed process.
- Report if any supplied consumable stocks need to be replenished.

#### Bathrooms

- Using appropriate germicide solutions and/or cleaning agents, wet mop floors in toilet areas.
- Scrub, wash and wipe all toilets seats, scrub pans inside and out.
- Wash and wipe clean all hand basins.
- Ensure all toilets have paper towels, toilet rolls and liquid or tablet soap. These consumables will be provided by the WGCMA
- Empty bins. Wipe clean bins and replace liners as required.
- Wash clean and wipe to a bright finish all sinks and sink surrounds.
- Using an approved detergent in hot water, wet mop and dry off tiled areas.

#### Kitchen

- Clean outside of cupboards and metal fittings.
- Using an approved detergent in hot water, wet mop and dry off tiled areas
- Replace bin liners.
- Wash clean all kitchen sinks and sink surrounds.
- Clean all tables and counter tops
- Sweep and mop floor

#### Office Area

- Empty all bins. Wipe clean bins and replace liners as required.
- Vacuum and spot clean all carpeted surfaces.

### *Quarterly*

At least once per quarter:

- Polish all metal fixtures and fittings including kick boards and door grilles.
- Clean surfaces of accumulated dust, spider webs and debris, including doors, door frames, partitions, and office furniture.
- Remove cobwebs externally (around entrances and bottom-story windows)
- Clean exposed light fittings, picture frames and Venetian blinds.

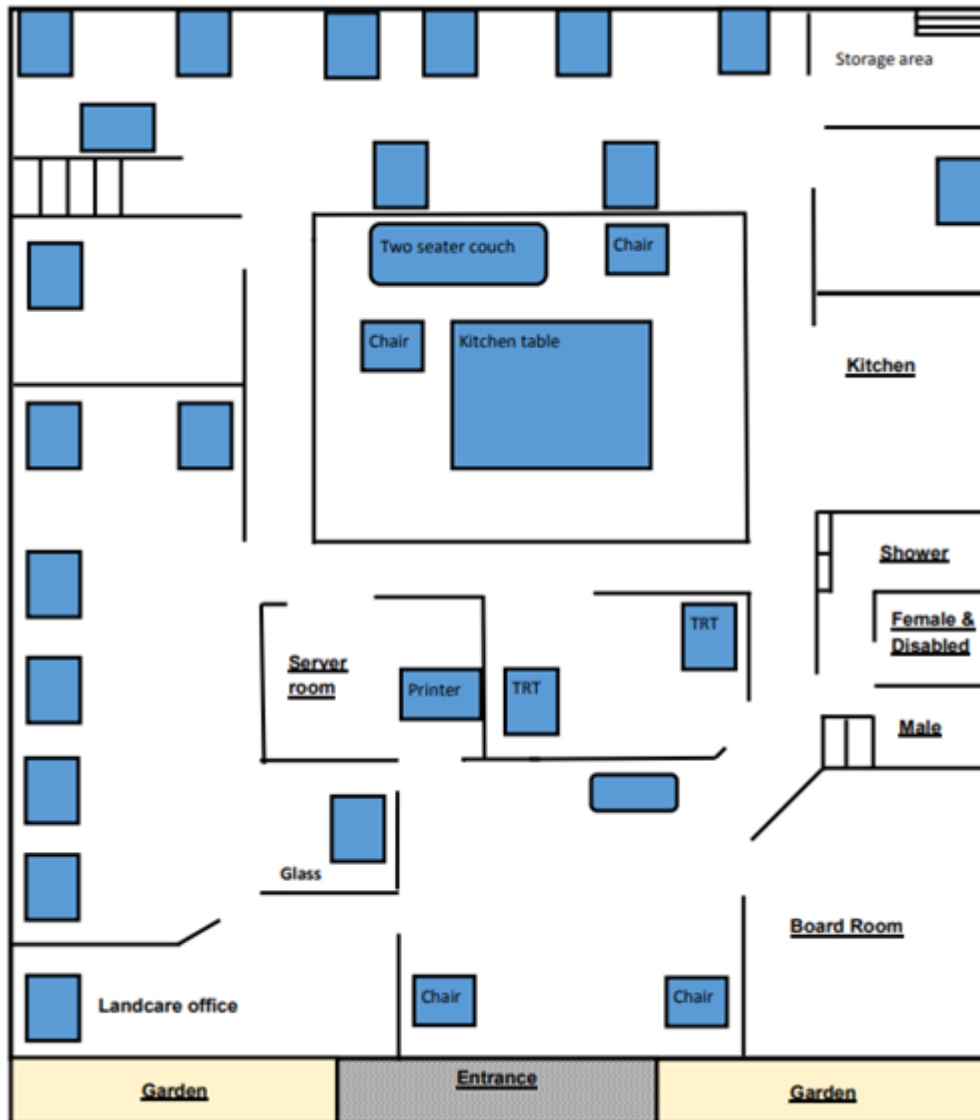
### *Periodically – as required.*

These items will need to be completed as required, as determined by visual inspection:

- Clean all walls to ceiling height, internal doors and partitions.
- Clean all light fittings and diffusers.
- Clean the cleaner's cupboard and ensure MSDS has been kept up to date for any cleaning contractor supplied chemicals.



## *Floor Plan – Leongatha Office*





## *Floor Plan – Leongatha Depot*

