



GIPA Form for Contracts over \$150,000 (Including GST)

1. Document TRIM Container and Tender Number	
A25/0943 - RFT 2535	
2. Project Name	
Cleaning & Hygiene Services	
3. Name (including T/As) and Address of the contractor	
Name Solo Services Group Australia Pty Ltd (ABN 83 624 141 199) Address 4 Talavera Rd, Macquarie Park NSW 2113	
4. Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract	
Nil	
5. The date on which the contract became effective and the duration of the contract	
01/04/2026	31/03/2033
6. Particulars of the project to be undertaken, the goods or services to be provided or the real property to be leased or transferred under the contract	
Cleaning and Hygiene Services across various Council owned and operated building. Council has a large portfolio of buildings, which is primarily comprised of community properties, leased commercial properties, administrative offices, works depots, surf lifesaving clubhouses, community facilities, and car parks.	
7. The estimated amount payable to the contractor under the contract	
Schedule of rates contract – estimated value \$13,667,374.00	
8. A description of any provisions under which the amount payable to the contractor may be varied	
13. VARIATIONS AND ORDERED SERVICES 13.1 The Contractor must not vary the Services except as directed in writing by Council under this clause 13.1 or directed by Council in accordance with clause 13.10. From time to time prior to the expiry of the Term, Council may direct the Contractor to carry out or perform: (a) a Variation; or (b) Ordered Services. No direction by Council will constitute a direction under this clause 13.1 unless:	

- (c) it is in writing and expressly states that it is a direction under this clause 13.1; or
- (d) the direction is a notification to rectify under clause 14.1 in respect of a Defect to the extent such Defect has not occurred as a result of, or arisen out of, or in connection with, a failure to perform or complete any part of the Services in accordance with the Contract.

13.2 Council will, as soon as reasonably practicable, price each Variation or Ordered Services which the Contractor is required to carry out in accordance with a direction under clause 13.1, in accordance with clause 13.10 or any other event or circumstance which another provision of the Contract provides will be valued under this clause 13.2, in accordance with the following decreasing order of precedence:

- (a) prior agreement between the parties (if any);
- (b) relevant rates or prices in the Contract (if any), including the Schedule of Rates; and
- (c) reasonable rates or prices, which will be increased:
 - (i) in the case of deductions, by a reasonable amount for profit but not overheads; and
 - (ii) in all other cases, by a reasonable amount for profit and overheads.

13.3 The price determined by Council under clause 13.2 will be added to or deducted from the Contract Price.

13.4 Council may give the Contractor notice of a proposed Variation or proposed Ordered Services.

13.5 The Contractor must, after receiving:

- (a) notice from Council of a proposed Variation or proposed Ordered Services;
- (b) a direction under clause 13.1; or
- (c) a direction by Council that the Contractor considers to be a direction requiring the Contractor to carry out a Variation or Ordered Services, but which Council has not expressly identified in writing as a direction under clause 13.1,

13.6 Subject to clause 13.9(b), it is a condition precedent to the Contractor's entitlement to make any Claim against Council arising out of, or in any way in connection with, a Variation or Ordered Services that the Contractor has notified Council under clause 13.5 within 8 Business Days of the date of the relevant notice or direction referred to in clauses 13.5(a), 13.5(b) or 13.5(c) (as applicable) and in any event prior to the Contractor commencing to carry out the relevant Variation or Ordered Services.

13.7 Following receipt of the Contractor's notice under clause 13.5, Council may:

- (a) accept the Contractor's quote set out in its notice and direct the Contractor to proceed with the performance of the Variation or Ordered Services;
- (b) reject the Contractor's quote set out in its notice but nevertheless direct the Contractor to proceed with the performance of the Variation or Ordered Services (in which case clause 13.2 will apply and Council will, as soon as reasonably practicable, price the Variation or Ordered Services in accordance with clause 13.2);
- (c) reject the Contractor's quote set out in its notice and direct the Contractor that it is not to proceed with the performance of the Variation or Ordered Services; or
- (d) if the notice is provided in respect of clause 13.5(c), notify the Contractor that Council does not consider the direction is one requiring the Contractor to carry out a Variation or Ordered Services, but that the Contractor must (without limiting the Contractor's rights under clause 22) proceed to comply with the direction nonetheless.

13.8 Notices required under this clause 13 are in addition to any notices required under clause 20 or clause 21. 13.9 The Contractor must not commence the performance of any part of a Variation or Ordered Services unless and until Council has: (a) issued a notice under clause 13.7(a), 13.7(b) or 13.7(d) (as applicable); or (b) issued a notice to the Contractor (expressly stating that it is a notice under this clause 13.9(b)) directing the Contractor to proceed with carrying out the Variation or Ordered Services, notwithstanding that the requirements of clauses 13.5 to 13.7 have not been complied with.
9. A description of any provisions with respect to the renegotiation of the contract
21 DISPUTE RESOLUTION 21.1 If a dispute arises concerning the Contract or the Services (including a dispute concerning a Claim), either party may serve, by hand or by registered post, a dispute notice on the other party. The dispute notice must state that a dispute has arisen and briefly identify the matter in dispute. 21.2 Within 10 Business Days after receiving a dispute notice under clause 21.1, the representatives of the parties specified in Item 14 (or such other representatives of the parties who have authority to agree to a resolution or to agree upon a procedure to resolve the dispute) must meet and undertake genuine and good faith negotiations with a view to resolving the dispute.
10. In the case of a contract arising from a tendering process, the method of tendering (RFT/RFQ/EOI) and a summary of the criteria against which the various tenders were assessed
Public tender - RFT 2535 • Mandatory Criteria ○ Work Health and Safety ○ Financial and commercial trading integrity including insurances ○ Must have held and successfully delivered at least one cleaning contract (over the value of \$1M per annum) within the last five years without any non-conformances ○ Must be Quality Management ISO 9001:2015, Environmental Management ISO 14001:2015 and Occupational Health & Safety ISO 45001:2015 certified ○ Compliance with direct labour requirements (No third-party labour hire) ○ Attended Site Briefing Visits • Non-price criteria ○ Demonstrated Capability, Capacity, Experience and Past Performance, Organisation & Key Personnel ○ Management Plans - WHS, operational plans, mobilisation and transition plan ○ Environmental and social sustainability • Price
11. A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services
Monthly payments on receipt of invoice and as per tender submission, contract rates and approved adhoc quotes.
12. Class of Contract (e.g. 1, 2 or 3)
CLASS 1

