

CONTRACTS ACCEPTED

SUPPLY OF SERVICES

FOR

STATE DEPARTMENTS

FROM

1 JULY 1987 to 30 JUNE 1990

or as stated

Conditions of contract and Stipulations are shown herein for the guidance of Officers
ordering and receiving services

J. M. PAWSON
Secretary to the Tender Board

CONTRACTS ACCEPTED—(Series 1986–89)

No. of Contract	Schedule No.	Schedule	Amount	Name of Contractor
1987/89—616	4/01	LIGHT AIRCRAFT CHARTER SERVICE Light aircraft charter service in respect of point to point travel throughout the State of Victoria and adjacent areas during the period 1 September 1987 to 31 August 1989	Rates as per annex	Skybird Aviation Services Pty. Ltd.
1988/89—668	4/05	CARTAGE (METROPOLITAN)— Cartage and delivery of Goods and Parcels, as may be required to be forwarded to and from the various Government Offices, Railways, &c., by the Stores and Transport Office for and on behalf of the Government of Victoria, from 1 July 1988 to 30 June 1989	Rates as per annex	Allied Messengers—(A Transport Service of Mayne Nickless Ltd.)
1988/89—954	4/06	CARTAGE (METROPOLITAN)— Cartage and delivery of Heavy Goods, 1 July 1987 to 31 August 1989—	Rates as per annex	Beacon Transport Services (A Division of the Coulson Group Pty. Ltd.)
1988/90—1161	4/31	FUNERALS OF DESTITUTE PERSONS— (MELBOURNE AND METROPOLITAN AREAS)— 1 July 1988 to 30 June 1990—	Rates as per annex	Tobin Brothers Pty. Ltd.
1988/90—1163	4/32	REMOVAL OF DEAD BODIES TO MELBOURNE CITY MORTUARY (METROPOLITAN) 1 July 1988 to 30 June 1990—	Rates as per annex	
1988/90—1169				
1987/89—625 to 1987/89—667	4/33	REMOVALS OF DECEASED PERSONS (COUNTRY AREAS)— 1 July 1987 to 30 June 1989—	Rates as per annex	See annex
1987/89—620 1987/89—621	5/05	'OVERLOAD' DATA PREPARATION SERVICES 1 August 1987 to 31 July 1989	Rates as per annex	Datatime Pty. Ltd. Davies Computer Services (Vic.) Pty. Ltd. Metro Data Pty. Ltd.
1987/89—623	5/06	MICROFICHE PROCESSING 1 September 1988 to 28 February 1989	Rates as per annex	

CONTRACTS ACCEPTED—(Series 1987-89)

Schedule No. 4/01

LIGHT AIRCRAFT CHARTER SERVICE

Contract from 1 September 1987 to 31 August 1989

1987/89—616—Skybird Aviation Services Pty. Ltd., Terminal Building, Essendon Airport
Telephone 379 7300

Aircraft Type‡	Registration No.	Approved Passenger Capacity	Rates Per Hour Flying Hour□
Cessna Conquest	VH-TFW	9	\$ 1042.00†
Piper Cheyenne	VH-HMA	5	728.00†
Cessna Crusader	VH-AOU	5	330.00†
Cessna Chancellor 414	VH-SDV	4	459.00†
Beechcraft Baron 58	VH-BLW	3	330.00†
Partenavia 68T	VH-TCU	3	261.00†

□ wheels on/wheels off

‡ all aircraft are twin engine

† 5% settlement discount for payment of invoice within 30 days

ADDITIONAL CHARGES

Two Pilot Operation:

\$82 per day or \$41 per half day regardless of flight time.

Detention Time/Rate:

A minimum charge of 2 hours flight time per day for any 24 hour period in which the aircraft does not fly, during the complete hire period.

Minimum Hiring Charge:

For half day hire—	1 hour flight time
For whole day hire—	2 hours flight time

Overnight Expenses:

	\$
Accommodation—	55.00
Lunch	10.30
Dinner	24.00

Landing Charges:

Landing charges may apply at certain airfields, such charges are payable by the hirer.

Daytime Accommodation:

Charter flights that involve a tour of duty exceeding normal Air Navigation Orders (ANO 48) requirements for pilots would normally require an overnight stay. In the event that an overnight stop is inconvenient to the hirer, the Contractor, at the hirers request, may apply to the Department of Aviation for a dispensation against the requirements of ANO 48 on basis that adequate rest facilities are provided for the crew. Under these circumstances the hirer will be charged for the cost of providing such facilities (usually motel type accommodation).

GENERAL:

Minimum Notice:

Provision of service—	1 hour
Cancellation of flight— (without incurring any charges)	12 hours

Alternative Transport:

If aircraft is diverted due to mechanical difficulties a replacement aircraft will be provided.

Insurance:

Indemnity to the Government in relation to personal injury and property damage to persons other than passengers in respect of any one accident or series of accidents arising out of one event—\$2 000 000 combined single limit including Civil Aviation (Carriers' Liability) Act maximum 9 seats.

Additional Aircraft:

Approval may be given by the Tender Board for the inclusion of additional aircraft during the contract period. Details of any such aircraft will be published in the *Government Gazette*.

Approved—R. A. JOLLY, Treasurer, 24.8.1987

LIGHT AIRCRAFT CHARTER SERVICE CONDITIONS OF CONTRACT

1. Definitions

- 1.1 "Board" means the State Tender Board.
- 1.2 "Contract" means the contract to which these conditions have been attached.
- 1.3 "Contract Price" means the price the Board has accepted for the provision of the Service or the price for the Service as varied by the Board in accordance with these General Conditions of Contract.
- 1.4 "Contractor" means the party specified in the contract as the "Contractor".
- 1.5 "Order" means a requirement from the Purchaser to provide a Service.
- 1.6 "Person" shall include a corporation.
- 1.7 "Purchaser" means any State Government Department or any State Government Authority approved by the Board.
- 1.8 "Schedule" means the Schedule (of which these conditions shall form part of) to the contract.
- 1.9 "Service" means Light Aircraft Charter Service.

1.10 Masculine gender shall be deemed and taken to include females, and the singular to include the plural, and the plural the singular.

2. Supply of Service

2.1 During the Contract period the Service may be ordered by:-

- (a) any State Government Department; or
- (b) any State Government Instrumentality approved by the Board; or
- (c) any State Government or Local Government Authority approved by the Board—

and shall be supplied by the Contractor in accordance with the terms and conditions herein.

2.2 Under this Contract the Service may be ordered by any Department of the Commonwealth, but it shall be optional on the part of the Contractor to provide the Service.

3. Ordering of Service

3.1 Orders shall be issued by the Purchaser as and when required over the period of this Contract.

3.2 The Purchaser reserves the right to obtain the Service otherwise than from the Contractor where, in the opinion of the Board, it is necessary in order to meet special circumstances or special requirements.

4. Prices

Subject to the provisions of Condition 5, the Contractor shall be paid the Contract Price for

the Supply of Services and the Contract Price shall, unless otherwise provided, include all other dues and charges incurred in connection with the service.

5. Price Variations

5.1 The Contract Price shall be firm unless otherwise stated in the Contract.

5.2 Where the Contractor has included a provision for a variation in the Contract Price in his tender no variation in the Contract Price shall be made by the Contractor unless first approved by the Board. The Board may on application by the Contractor approve a variation in the Contract Price in whole or in part.

5.3 The submission by the Contractor of a price variation circular to the Board shall not be accepted by the Board as sufficient application for the purpose of Condition 5.2.

5.4 An application by the Contractor for a variation in the Contract Price shall be supported by all necessary documents verifying the cost variations and other matters relied on.

5.5 The Board may make such enquiries as it sees fit to verify any wage, material or other cost variation relied on.

5.6 Where an application for a variation in the Contract Price is approved by the Board the variation shall take effect 14 days after the date of application for variation, provided that where documents in support of an application for a variation are not submitted with the application the effective date of the variation shall be 14 days after the date of the submission of satisfactory supporting documents.

5.7 Notwithstanding the foregoing the Board may in its absolute discretion grant or refuse a claim for a variation in the Contract Price in whole or in part.

5.8 The Board may if it sees fit terminate this Contract upon an application for a variation in the Contract Price.

6. Aircraft

6.1 Every aircraft operating under the Contract shall have a Department of Aviation current valid certificate of airworthiness.

6.2 Under the Contract, aircraft must be approved for use by the Board.

6.3 The Board will determine the maximum number of passengers to be carried in respect of each approved aircraft.

6.4 No aircraft operating under the Contract is to bear advertising material, slogans, etc., other than the Contractors name and/or company insignia.

7. *Additional Aircraft*

Inclusion of additional aircraft during the contract period will be subject to the acceptance of the Board in writing.

8. *Pilots*

Pilots employed for charter work under the Contract must be approved by the Board and shall:

- (a) hold a commercial pilot's licence and a class 1 instrument rating with the following aeronautical experience—not less than 500 hours as pilot in command multi-engine aircraft;
- (b) be endorsed for the particular aircraft being chartered;
- (c) have not less than 10 hours flight time as pilot in command of the aircraft type being chartered; and
- (d) have not less than 50 hours night flying experience in command where night flying charter work is required.

9. *Insurance*

9.1 Throughout the period of the Contract, the Contractor shall maintain a current policy of insurance in respect of all aircraft chartered under the Contract covering the legal liability of the Contractor and the Crown in right of the State of Victoria whether under Statute or otherwise for damage arising from:

- (a) death of or injury to passengers;
- (b) death of or injury to third parties and/or damage to their property.

9.2 The policy shall be with an insurer approved by the Board and the cover for the said legal liability shall on terms and for amounts approved by the Board.

9.3 The successful tenderer shall provide the Board with copies of all insurance documents relevant to the Contract including those required under the Civil Aviation (Carrier's Liability) Acts or any corresponding Acts of the State of Victoria which may in force from time to time.

10. *Sub-contracting*

The Contractor shall not assign or sublet the Contract or any part thereof or assign or mortgage, charge or encumber the Contract without first obtaining the written consent of the Board and the Board may make its consent subject to such terms and conditions as it thinks fit.

11. *Bankruptcy etc. of Contractor*

11. Where a Contractor:

- 11.1 assigns or sublets the Contract, or any part thereof, or assigns or mortgages, charges, or encumbers, attempts to

assign, mortgage, charge, or encumber all or any of the moneys payable or to become payable under the Contract, or any other benefit whatsoever arising or which may arise under the Contract, without the consent in writing of the Board being first obtained; or

11.2 being an individual becomes bankrupt; or

11.3 being a corporation enters into voluntary or compulsory liquidation; or

11.4 makes an assignment of his estate for the benefit of his creditors, or makes an arrangement or composition with his creditors;

then and in every such case the Board shall be entitled by notice in writing to terminate the Contract forthwith but without prejudice to any right of action or remedy which shall have accrued or which shall accrue thereafter in favour of the State.

12. *Termination*

12.1 Should the Contractor fail to comply with any of these General Conditions of Contract, special conditions, or other specifications which form part of the Contract the Board may by notice in writing served on the Contractor specify the alleged non compliance and may require that it be rectified within a stipulated time after service of the notice ("Notice of Default").

Where notice of default has been served and non compliance has not been remedied within the time stipulated in the notice of default the Board in writing may give notice of termination and upon such notice being given the Contractor shall be terminated in accordance with the following provisions:

12.1.1 all orders by Purchasers received by the Contractor after termination shall be returned to the Purchaser;

12.1.2 all orders received by the Contractor prior to the notice of termination shall be completed in accordance with these General Conditions of Contract, special conditions and the specifications relating thereto.

12.2 All damages and expenses incurred under or by virtue of the provisions of Condition 11 or Condition 12.1 shall be ascertained and certified to by the Purchaser and shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or that may have been deposited by him as a security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by him aforesaid shall be not sufficient

for that purpose, the balance remaining unpaid shall be a debt by the Contractor to the State and may be recovered from Contractor in any Court of competent jurisdiction.

13. Payment

13.1 The Contractor shall furnish an invoice in respect of each charter. Accounts for payment shall specify Purchaser's Order number, registration number of the chartered aircraft, date of flight, destination, passengers, total flight hours and cost, total detention hours and cost, other costs (eg. overnight expenses, etc.), be accompanied by essential supporting documents, (flight record) and be rendered to the Purchaser.

13.2 Copies of all invoices together with essential supporting documents are to be forwarded to the Board in accordance with the provisions of Condition 17.

14. Disputes

Any dispute about the Service, or connected with the Contract shall be determined by the board and its decision shall be final and binding upon the Contractor.

15. Service of Notices

Any notice consent approval or other communication to be given to or served upon the Contractor under the Contract shall be deemed to have been duly given or served if it is in writing signed and on behalf of the board and either delivered by hand or posted in a letter addressed to the Contractor at his usual or last known office or usual place of business and any notice acknowledgement or other communication to be given or served by the Contractor under the Contract shall be deemed to have been duly given or served if it is in writing signed by or on behalf of the Contractor and is either delivered by hand or posted in a letter addressed to the Board at its address shown in the Contract.

16. Security

Where a Contractor fails to observe a term or condition of the Contract the Board may forfeit the whole or any part of any security provided by the Contractor.

17. Return of Information

The Contractor shall at the expiration of each period of three months from the commencement of the Contract furnish the board with a summary, together with the copies of invoices as required under clause 13.2, setting details of charter work performed on behalf of the Purchaser during the three month period.

18. Property Damage

The contractor shall be liable for any damage to property of the Purchaser occasioned by the Contractor or any person engaged by the Contractor during the performance of any service required under the Contract.

19. Conditions of Labour

Every person engaged in the performance of the Contract shall be paid such wages and employed subject to such labour conditions as are or may be determined by the relevant award of the Australian Conciliation and Arbitration Commission or the relevant award of the State Conciliation and Arbitration Board or Industrial Relations Commission of Victoria.

20. Disclosure of Information

20.1 The Board retains a discretionary right whether to disclose successful tender details and prices or not.

20.2 The fact that the Contractor has been successful in obtaining the Contract shall not be the subject of any advertisement by the Contractor.

21. Governing Law

The Contract shall be subject to and construed in accordance with the laws of the State of Victoria.

CONTRACTS ACCEPTED—(Series 1988-89)

(Schedule No. 4/05)

CARTAGE AND DELIVERY OF GOODS AND PARCELS

(METROPOLITAN)

Contract from 1 July 1988 to 30 June 1989

1988/89—668 Allied Messengers A Transport Service of Mayne Nickless Ltd. (Inc. in Vic.)
65 Langridge Street, Collingwood Telephone 419 9055

Service	Rate
	Cents
Cartage and Delivery of Goods and Parcels (with the exceptions as set out in clause 1 of the Conditions of Contract up to 30 kg maximum weight within the area of 40 km radius from the Elizabeth Street G.P.O. Melbourne	1.02

Departments to note: Trading terms are nett 30 days.

Approved—R. A. Jolly, Treasurer, 8.6.88

CARTAGE AND DELIVERY OF GOODS AND PARCELS (METROPOLITAN)
CONDITIONS OF CONTRACT

1. Definitions

1.1 "Board" means the State Tender Board.

1.2 "Contract" means the contract to which these conditions have been attached.

1.3 "Contract Price" means the price the Board has accepted for the provision of the service or the price of the service as varied by the Board in accordance with these Conditions of Contract.

1.4 "Contractor" means the party specified in the contract as the "Contractor".

1.5 "Instruction" means a requirement from the Purchaser to provide the service which is subject to the Contract.

1.6 "Person" shall include corporation.

1.7 "Purchaser" means any State Government Department or any State Government Authority approved by the Board.

1.8 "Schedule" means the Schedule (of which these conditions shall form part) to the contract.

1.9 "Service" means Cartage of goods and parcels within the Metropolitan Area as defined in the Schedule.

1.10 Masculine gender shall be deemed and taken to include females, and the singular to include the plural, and the plural the singular.

2. Supply of Services

2.1 During the Contract period the Service may be ordered by:

(a) any State Government Department; or

(b) any State Government Instrumentality approved by the Board; or

(c) any State Government Authority approved by the Board—
and shall be supplied by the Contractor in accordance with the terms and conditions herein.

2.2 No services performed under this Contract shall be deemed to be of a special nature, provided that the Contractor be given reasonable notice that his services shall be required and no increase in the Contract rates shall be permitted.

2.3 The Contract shall not be considered broken, infringed or vitiated by the Purchaser performing the service or arranging for the carrying out of the same otherwise than by the Contractor in the event of urgency or emergency or to meet special circumstances.

3. Ordering of Service

3.1 Instructions shall be issued by the Purchaser as and when required over the period of this Contract.

4. Price

The rates tendered shall be deemed to cover all descriptions of goods and parcels (hereinafter called "goods"), with the exception of office and school furniture, officers furniture and effects, exhibits for show purposes and such goods as are carried by the State's own vehicles.

5. Price Variations

5.1 The Contract Price shall be firm unless otherwise stated in the Contract.

5.2 Where a Contractor has included a provision for a variation in the Contract Price in his tender no variation in the Contract Price shall be made by the Contractor unless first approved by the Board. The Board may on application by the Contractor approve a variation in the Contract Price in whole or in part.

5.3 The submission by the Contractor of a price variation circular to the Board shall not be accepted by the Board as sufficient application for the purpose of Condition 5.2.

5.4 An application by the Contractor for a variation in the Contract Price shall be supported by all necessary documents verifying the cost variations and other matters relied on.

5.5 The Board may make such enquiries as it sees fit to verify any wage, material or other cost variation relied on.

5.6 Where an application for a variation in the Contract Price is approved by the Board the variation shall take effect 14 days after the date of application for variation, provided that where documents in support of an application for a variation are not submitted with the application the effective date of the variation shall be 14 days after the date of the submission of satisfactory supporting documents.

5.7 Notwithstanding the foregoing the Board may in its absolute discretion grant or refuse a claim for a variation in the Contract Price in whole or in part.

5.8 The Board may if it sees fit terminate this Contract upon an application for a variation in the Contract Price.

6. *Pick-Up and Sorting*

6.1 Vehicles as required shall call at the undermentioned pick-up points at times shown for Instructions, and at such other places and times as shall be arranged by the Purchaser requiring service, without extra payment.

Railway Parcels Depot	—not later than 8.30 a.m.
Spencer Street	daily
Education Department	—not later than 7.45 a.m.
Bulk Store	daily
Government Printing Office	—not later than 11.00 a.m.
	daily

6.2 Under no circumstances is the Contractor to assume that sorting, or in transit sortage of goods, will be permitted on State premises.

6.3 The Contractor shall have an office connected by telephone, and within a radius of 40 km of the Melbourne (Elizabeth Street) Post Office. Three hours will be deemed sufficient notice, and in the event of the Contractor failing to supply the vehicles when instructed, and to the satisfaction of the Purchaser requiring his services, the Board may, upon report, approve

alternative arrangements and any extra expense incurred will be deducted as provided in Clause 13.

6.4 The Contractor shall be liable for any damage and loss in respect of goods in his custody or for storage or demurrage charges which may accrue through delay or default by the Contractor in taking delivery of the goods.

7. *Delivery*

7.1 Goods shall be delivered to one specified location at the site of delivery required by the Purchaser requiring his services. Where a number of Government Departments occupy one building, delivery is to be made to a specified location for each Department.

7.2 The Contractor shall deliver goods received by him within two normal working days from receipt of such goods.

7.3 Where delivery commitments under the Contract cannot be maintained, the Board shall be immediately informed of the same by the Contractor.

7.4 Where delivery commitments under the Contract cannot be maintained, the Board, may in its sole discretion terminate the Contract.

8. *Motor Vehicles*

All vehicles in which the goods are carried shall be fitted with waterproof covers.

9. *Claims*

No claims for detention shall be entertained, but should the Contractor be subjected to unreasonable delay the cause of delay, if reported, shall be investigated.

10. *Sub-Contracting*

The Contractor shall not assign or subject the Contract or any part thereof or assign or mortgage, charge or encumber the Contract without first obtaining the written consent of the Board and the Board may make its consent subject to such terms and conditions as it thinks fit.

11. *Bankruptcy Etc. of Contractor*

Where a Contractor:

- 11.1 assigns or sublets the Contract, or any part thereof, or assigns or mortgages, charges, or encumbers, attempts to assign, mortgage, charge, or encumber all or any of the moneys payable or to become payable under the Contract, or any other benefit whatsoever arising or which may arise under the Contract, without the consent in writing of the Board being first obtained; or
- 11.2 being an individual becomes bankrupt; or
- 11.3 being a corporation enters into voluntary or compulsory liquidation; or

11.4 makes an assignment of his estate for the benefit of his creditors, or makes an arrangement or composition with his creditors:

then and in every such case the Board shall be entitled by notice in writing to terminate the Contract forthwith but without prejudice to any right of action or remedy which shall have accrued or which shall accrue thereafter in favour of the State.

12. Termination

12.1 Should the Contractor fail to comply with any of these Conditions of Contract, special conditions, or other specifications which form part of the Contract the Board may by notice in writing served on the Contractor specify the alleged non compliance and may require that it be rectified within a stipulated time after service of the notice ("Notice of Default").

Where notice of default has been served and non compliance has not been remedied within the time stipulated in the notice of default the Board in writing may give notice of termination and upon such notice being given the Contract shall be terminated.

12.2 All damages and expenses incurred under or by virtue of the provisions of Condition 11 or Condition 12.1 shall be ascertained and certified to by the Purchaser and shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or that may have been deposited by him as a security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by him aforesaid shall be not sufficient for that purpose, the balance remaining unpaid shall be a debt by the Contractor to the State and may be recovered from Contractor in any Court of competent jurisdiction.

13. Accounts

Accounts shall be rendered at least fortnightly, shall detail the total number of goods carried for each Purchaser and shall be subject to any deductions for goods lost or damaged and/or any other charges as provided in Clause 6.4.

14. Disputes

Any dispute about the provision of the service or any other matter whatsoever in respect of or connected with the Contract shall be determined by the Board and its decision shall be final and binding upon the Contractor.

15. Service of Notices

Any notice consent approval or other communication to be given to or served upon

the Contractor under the Contract shall be deemed to have been duly given or served if it is in writing signed for and on behalf of the Board and either delivered by hand or posted in a letter addressed to the Contractor at his usual or last known place of business or (in the case of the Contractor being a Company) at its registered office or usual place of business and any notice acknowledgement or other communication to be given or served by the Contractor under the Contract shall be deemed to have been duly given or served if it is in writing signed by or on behalf of the Contractor and is either delivered by hand or posted in a letter addressed to the Board at its address shown in the Contract.

16. Security

Where a Contractor fails to observe a term or condition of the Contract the Board may forfeit the whole or any part of any security provided by the Contractor.

17. Return of Sales Information

The Contractor shall at the expiration of each period of six months from the commencement of the Contract furnish a return to the Board setting out details of all services provided during the six month period.

18. Property Damage

The Contractor shall be liable for any damage to property of the Purchaser occasioned by the Contractor or any person engaged by the Contractor during the performance of any service required under the Contract.

19. Conditions of Labour

Every person engaged in the performance of the Contract shall be paid such wages and employed subject to such labour conditions as are or may be determined by the relevant award of the Australian Conciliation and Arbitration Commission or the relevant award of the State Conciliation and Arbitration Board or Industrial Relations Commission of Victoria.

20. Disclosure of Information

20.1 The Board retains a discretionary right whether to disclose successful tender details and prices or not.

20.2 The fact that the Contractor has been successful in obtaining the Contract shall not be the subject of any advertisement by the Contractor.

21. Governing Law

The Contract shall be subject to and construed in accordance with the laws of the State of Victoria.

CONTRACTS ACCEPTED—(Series 1987-88)—continued

Schedule No. 4/06

CARTAGE AND DELIVERY OF HEAVY GOODS (METROPOLITAN)

Contract from 1 July 1987 to 31 August 1988

1986/88—954—Beacon Transport Services (A Division of the Coulson Group Pty. Ltd.),
59 Capella Crescent, Moorabbin, 3189. Phone: 555 9644.

The service tendered shall include the cartage and delivery of Heavy Goods, as required; the rates tendered to include the provision of all labour, gear, and appliances required for loading the goods from ground to vehicle, and vice versa, and from railway truck, wharf, &c., to vehicle, and vice versa.

Item No.	Service	Rate
Cartage and Delivery		\$
1	Per man and Gear (including use of motor vehicle)	Rate per hour
	(a) Truck—2 Tonne	19.00
	(b) Truck—5 Tonne	21.10
	(c) Truck—7 Tonne	24.80
	(d) Semi-Trailer (single axle) ..	36.10
2	Per man Additional labour	17.50
3	Forklifts	31.00
(Note—Rate for use of forklift trucks will only be allowed where contractor is required to hire or provide a forklift truck on site for loading or unloading goods.)		

Approved—R. A. JOLLY, Treasurer, 27.6.87

CARTAGE AND DELIVERY OF HEAVY GOODS (METROPOLITAN)

CONDITIONS OF CONTRACT

1. Scope

1.1 Under this contract the service may be ordered from the contractor by:

- (a) any State Government Department; or
- (b) any State Government Instrumentality or Authority approved by the State Tender Board (the Board).

1.2 No services performed under this contract shall be deemed to be of a special nature, provided that the contractor be given reasonable notice that his services shall be required and no increase in the contract rates shall be permitted.

1.3 The contract shall not be considered broken, infringed or vitiated by the Government performing the service or arranging for the carrying-out of the same otherwise than by the contractor in the event of urgency or emergency.

2. Prices

2.1 The rates tendered shall be deemed to cover all descriptions of goods and parcels, with the exception of office and school furniture, officers' furniture and effects, exhibits for show purposes and such goods as are carried by Government-owned vehicles.

2.2 The rates tendered shall be deemed to cover all charges including labour, hire of cranes or other appliances and weighbridge charges required in the performance of the service.

3. Delivery

3.1 Goods shall be delivered to one specified location at the site of delivery required by the Department requiring the service. Where a number of Government Departments occupy one building, delivery is to be made to a specified location for each Department.

3.2 The contractor shall collect and deliver goods received as ordered within two normal working days from receipt of such goods.

3.3 Where delivery commitments under a contract cannot be maintained, the Board shall be immediately informed of the same by the contractor.

3.4 Where delivery commitments under the contract cannot be maintained, the Board may in its sole discretion terminate the contract.

4. Vehicles

All vehicles in which the goods are carried must be in thorough working order and, if required, provided with good waterproof covers.

5. Accounts

5.1 Accounts in all cases shall be rendered to the Tender Board at least fortnightly and shall be supported by a delivery docket signed by the receiving officer stating details of the work performed and, where appropriate, be also supported by weighbridge tickets or railway

consignment notes and, in the case of cargo, the cargo consignment notes. In the event of the weighbridge ticket or consignment notes not being available or obtainable the weight vouched for by the Department requiring the delivery shall be accepted by the contractor as the weight of the particular consignment.

5.2 Accounts shall be subject to any deductions for goods lost or damaged and/or any other charges as provided in Clause 6.1.

6. Delays/Damages

6.1 The contractor shall be liable for any damage and loss in respect of goods in his custody or for storage or demurrage charges which may accrue through undue delay or default by the contractor in collecting the goods.

6.2 The contractor will be held liable for any damage to Government property occasioned by the contractor or any person engaged by the contractor during the performance of any service required under the contract.

6.3 In the event of goods forwarded by air, rail or sea not being removed within reasonable time, and in accordance with the Australian Customs, Port of Melbourne Authority and Railway Regulations relating to same, the contractor shall be held liable for charges applicable and the amount may be deducted as provided in Clause 6.1.

6.4 Claims for detention shall only be considered in the event that the contractor is subjected to unreasonable delay. The cause of the delay must be accepted before payment will be made.

6.5 A refusal to execute orders, irregularity or delay in delivering the goods when required or failure to produce delivery dockets, weighbridge tickets or consignment notes on delivery in accordance with Clause 6.3 or any breach of Australian Customs, Port of Melbourne Authority and Railway Regulations may subject the contractor, to such a penalty as directed by the Board and the amount may be deducted as provided in Clause 6.3.

6.6 It will also be in the power of the Board, upon such refusal, irregularity or delay to terminate the contract forthwith and, in addition, the contractor will be disqualified from tendering or holding any future contract or contracts for a

period to be determined by the Board such disqualification to date from the notification of acceptance of tender.

7. General

7.1 (a) The contractor shall be held responsible for all services required in the performance of the contract. It is a condition of this contract that the Contractor will pay to any person, whether an employee, independent contractor, or employee of any independent contractor, or by whatever title called, engaged by it or any of its agents or sub-contractors to carry out the work which the Contractor is required to perform under this contract, not less than the rates of pay prescribed by any award which is applicable to that person or would be applicable to that person if he was an employee.

(b) The provisions of this clause shall apply in like manner to any conditions of employment prescribed under any such Award.

7.2 If the contractor fails to comply with the provisions of Clause 7.1, the Tender Board may in addition to any other rights it has under this Contract terminate the Contract forthwith.

7.3 The Contractor shall not, pursuant to Clause 7.1, be obliged to pay the employees of any sub-contractor any sum where the employee has been paid the prescribed award rate by the sub-contractor.

7.4 Contractors may not transfer or assign their contracts without approval in writing from the Tender Board.

7.5 In the event of any dispute arising as to matters or things contained in the contract or Schedule the same shall be settled by the Tender Board and the Board's decision shall be binding, final and conclusive.

7.6 Under no circumstances will a contractor be permitted to abandon his contract. In the event of the contractor failing to carry on the contract, the contractor may be held liable for any loss which the Government may sustain in consequence to such failure

CONTRACTS ACCEPTED—(Series 1988–1990)

Schedule No. 4/31

FUNERALS OF DESTITUTE PERSONS

Melbourne and Metropolitan Area

Contract from 1 July 1988 to 30 June 1990

1988–1990/1161—Tobin Brothers Pty. Ltd., 189 Boundary Road, North Melbourne 3051

Particulars	Amount	Name of Contractor
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EASTERN REGION

Funerals from the following:

Cities—Box Hill, Camberwell, Croydon, Hawthorn, Nunawading, Port Melbourne, Prahran, Ringwood and South Melbourne.

A ORDINARY		\$	Tobin Brothers Pty. Ltd.
Adult	.. .. .	165.00
Child above five years and under fourteen	.. .. .	150.00
Child five years and under (including still-born)	.. .. .	130.00
UNDER CLAUSE 2.5			
Adult	.. .. .	165.00
Child five years and under fourteen	.. .. .	150.00
Child five years and under (including still-born)	.. .. .	130.00

SOUTH EASTERN REGION

Funerals from the following:

Cities—Brighton, Caulfield, Knox, Malvern, Oakleigh, St. Kilda and Waverley.

Shire—Sherbrooke (including Monbulk).

A ORDINARY		\$	Tobin Brothers Pty. Ltd.
Adult	.. .. .	165.00
Child above five years and under fourteen	.. .. .	150.00
Child five years and under (including still-born)	.. .. .	130.00
Under Clause 2.5			
Adult	.. .. .	165.00
Child five years and under fourteen	.. .. .	150.00
Child five years and under (including still-born)	.. .. .	130.00

NORTH EASTERN REGION

Funerals from the following:

Cities—Collingwood, Doncaster, Fitzroy, Heidelberg, Kew, Northcote, Richmond and Templestowe.

Shire—Eltham.

A ORDINARY		\$	Tobin Brothers Pty. Ltd.
Adult	.. .. .	165.00
Child above five years and under fourteen	.. .. .	150.00
Child five years and under (including still-born)	.. .. .	130.00
UNDER CLAUSE 2.5			
Adult	.. .. .	165.00
Child five years and under fourteen	.. .. .	150.00
Child five years and under (including still-born)	.. .. .	130.00

CONTRACTS ACCEPTED—(Series 1988-1990)—continued

Particulars	Amount	Name of Contractor	
NORTH CENTRAL REGION			
Funerals from the following:			
Cities—Brunswick, Coburg, Melbourne and Preston.			
Shire—Diamond Valley and Whittlesea.			
'A' ORDINARY	\$		
Adult	165.00	Tobin Brothers Pty. Ltd.	
Child above five years and under fourteen	150.00		
Child five years and under (including still-born)	130.00		
UNDER CLAUSE 2.5			
Adult	165.00		
Child five years and under fourteen	150.00		
Child five years and under (including still-born)	130.00		
NORTH WESTERN REGION			
Funerals from the following:			
Cities—Altona, Broadmeadows, Essendon, Footscray, Keilor, Sunshine and Williamstown.			
Shires—Bulla, Melton and Werribee.			
'A' ORDINARY	\$		
Adult	165.00	Tobin Brothers Pty. Ltd.	
Child above five years and under fourteen	150.00		
Child five years and under (including still-born)	130.00		
UNDER CLAUSE 2.5			
Adult	165.00		
Child five years and under fourteen	150.00		
Child five years and under (including still-born)	130.00		
SOUTHERN REGION			
Funerals from the following:			
Cities—Chelsea, Dandenong, Moorabbin, Mordialloc, Sandringham and Springvale.			
'A' ORDINARY	\$		
Adult	165.00	Tobin Brothers Pty. Ltd.	
Child above five years and under fourteen	150.00		
Child five years and under (including still-born)	130.00		
Under Clause 2.5			
Adult	165.00		
Child five years and under fourteen	150.00		
Child five years and under (including still-born)	130.00		
PENINSULA REGION			
Funerals from the following:			
City—Frankston.			
Shires—Flinders, Hastings and Mornington.			
'A' ORDINARY	\$		
Adult	165.00	Tobin Brothers Pty. Ltd.	
Child above five years and under fourteen	150.00		
Child five years and under (including still-born)	130.00		
UNDER CLAUSE 2.5			
Adult	165.00		
Child five years and under fourteen	150.00		
Child five years and under (including still-born)	130.00		

Approved—R. A. JOLLY, Treasurer, 20.6.88.

FUNERALS OF DESTITUTE PERSONS (METROPOLITAN)
CONDITIONS OF CONTRACT

1. Orders

1.1 The services are to be performed upon an order signed by a member of the Police Force. Under the *Cemeteries Act* 1958 (No. 6217), cemetery fees are not payable in the cases of poor persons buried upon an order signed by a justice, and in such cases, the contractor's account for the burial will be correspondingly reduced.

1.2 No claim shall be allowed under the contract for any funeral where the contractor receives or arranges for any payment whatever from the relatives or friends of the deceased but, in the event of friends or relatives desiring to have the deceased buried in private ground, while availing themselves of the contract funeral they shall, in such case, pay all the cemetery charges.

2. Supply of Services

2.1 Funerals shall be of the most economical description consistent with propriety. The conveyance to be provided shall be a hearse for an adult and a suitable covered vehicle for a child. In the event of any charge of neglect or impropriety in the conduct of funerals being established to the satisfaction of the Board against the contractor, the Board may cancel the contract forthwith.

2.2 The body of the deceased shall be taken direct to the cemetery designated in the order for burial.

2.3 Coffins for funerals must be waterproof and sufficiently long, deep, wide and substantial to bear the deceased. The deceased is to be covered with a suitable material. Coffin lids shall be fastened down with screws. Coffins shall be properly lowered into the graves and the graves filled.

2.4 In cases of burials of bodies which are of a distinctly offensive character such as of persons drowned and long in the water or such as are in a state of putrefaction from any other cause or persons who have died from an infectious disease such bodies shall, on certification of the Police, be placed in watertight coffins and hermetically sealed, such coffins to be provided by the contractor.

2.5 Graves shall be dug to the proper depth and in accordance with respective *Cemeteries' Regulations*.

2.6 In the event of the contractor failing to attend punctually to any order the work will be otherwise performed, and the extra expense incurred, if any, will be charged to the contractor.

2.7 When burials are required to take place on Sundays the contractor shall comply with the order without delay. Any additional charges by

cemetery authorities shall be paid by the contractor who shall be reimbursed on producing the receipt for the payment.

2.8 The attendance of a Minister of the denomination of the deceased as named in the order for the burial shall, if practicable, be provided and the contractor shall inform the Police of the hour when the funeral service shall take place so that the friends of the deceased may attend at the cemetery if they wish. The contractor shall pay the Minister's fee for reading the burial service if claimed, and shall be reimbursed the amount on producing the Minister's receipt. The charge should be included in the account for the funeral.

2.9 However, should the religious belief of the deceased preclude the burial being carried out in accordance with Clause 2.8 as regards the attendance of the officiating clergyman, the friends of the deceased shall, if practicable, be notified by the Police with respect to the service. In the case of foreigners the Consul of the country to which the deceased is reputed to belong shall also be notified by the Police of the demise in which case, when practicable, the Consul may provide for such service as he may consider necessary.

2.10 Under no circumstances shall the contractor be permitted to use any undue or improper influence with the friends or relatives of, or any other person connected or associated with, the deceased person for the purpose of obtaining any concession or privilege whatsoever in regard to the funeral of such person. Any infringement of this condition shall subject the contractor to the immediate cancellation of the contract and the forfeiture of any security money. The decision of the Board whether any breach of this condition has taken place shall be final and conclusive.

2.11 The contract shall not be considered broken, infringed or vitiated by the Government performing the service or arranging for the carrying out of the same otherwise than by the contractor in the event of urgency or emergency.

3. Price

3.1 Subject to the provisions of sub-clauses 2.7, 2.8, 3.2 and Clause 4, the contractor shall be paid the Contract Price for the burial and the Contract Price shall, unless otherwise provided, include all charges incurred in connection with the burial.

3.2 The charge per kilometre shall be payable the distance the body is carried to the cemetery, but when other than the local cemetery is selected, the charge per kilometre shall be allowed for the

distance travelled by the most direct route, from the town in which the body is taken, to the cemetery. No charge for distance shall be paid for the return journey from the cemetery.

4. Price Variations

4.1 Where the contractor has included a provision for a variation in the price, the Board may on application by the contractor approve a variation in the price.

4.2 Where an application for a variation in the price is approved by the Board the variation shall take effect 14 days from the date of application for approval, provided that where documents in support of an application for a price variation are not submitted with the application the effective date of the variation shall be 14 days from the date of the submission of satisfactory supporting documents.

4.3 Notwithstanding the foregoing the Board may in its absolute discretion grant or refuse a claim for a price variation in whole or in part.

4.4 The Board may if it sees fit terminate the contract upon an application for a price variation.

5. Payment

Accounts accompanied by a certificate that the burial has been duly performed, are to be forwarded to the Police Station ordering the service.

6. Termination

6.1 The Board may terminate the contract forthwith where the contractor has refused to execute orders, caused impropriety, neglect or delay in conducting funerals.

6.2 Under no circumstances shall the contractor be permitted to abandon his contract. In the event of the contractor failing to carry on the contract any security money shall be forfeited and, in addition, the contractor shall be held liable for any loss which the State may sustain in consequence of such failure.

7. Bankruptcy Etc. of Contractors

7 Where a contractor:

7.1 assigns or sublets the contract, or any part thereof, or assigns or mortgages, charges, or encumbers, attempts to assign, mortgage, charge, or encumber all or any of the moneys payable or

to become payable under the contract, or any other benefit whatsoever arising or which may arise under the contract, without the consent in writing of the Board being first obtained; or

7.2 being an individual becomes bankrupt; or

7.3 being a corporation enters into voluntary or compulsory liquidation; or

7.4 makes an assignment of his estate for the benefit of his creditors, or makes an arrangement or composition with his creditors;

then and in every such case the Board shall be entitled by notice in writing to terminate the contract forthwith but without prejudice to any right of action or remedy which shall have accrued or which shall accrue thereafter in favour of the State.

8. Conditions of Labour

Every person engaged in the performance of the contract shall be paid such wages and employed subject to such labour conditions as are or may be determined by the relevant award of the Australian Conciliation and Arbitration Commission or the relevant award of the State Conciliation and Arbitration Board or Industrial Relations Commission of Victoria.

9. Property Damage

The contractor shall be held liable for any damage to State property occasioned by the contractor or any person engaged by the contractor during the performance of any service required under the contract.

10. Disputes

Any dispute about the contract, whether as to performance of service, impropriety or any other matter whatsoever in respect of or connected with the contract shall be determined by the Board and its decision shall be final and binding upon the contractor.

11. Disclosure of Information

The Board retains a discretionary right whether to disclose successful tender details and prices or not.

12. Governing Law

The contract shall be subject to and construed in accordance with the laws of the State of Victoria.

CONTRACTS ACCEPTED—(Series 1988–1990)

Schedule No. 4/32

REMOVAL OF DECEASED PERSONS TO MELBOURNE CITY MORTUARY
(Melbourne and Metropolitan Areas)

Contract from 1 July 1988 to 30 June 1990

1988–1990/1163—Bayside Funerals Pty. Ltd., 606 Esplanade, Mt. Martha 3934. Telephone (059) 75 2233.

1988–1990/1164—Camberwell and District Funeral Services, 8 Kilby Road, Kew, 3101, Telephone 859 6513.

1988–1990/1165—Douglas Russell, 17 Burt Crescent, Moorabbin, 3189, Telephone 555 5130.

1988–1990/1168—Nelson Bros. Pty. Ltd., 5–7 Droop Street, Footscray.

1988–1990/1169—Tobin Brothers Pty. Ltd., 189 Boundary Road, North Melbourne.

Particulars	Amount	Name of Contractor
Eastern Region		
Removals to the Melbourne City Mortuary from the following:		
Cities—Box Hill, Camberwell, Croydon, Hawthorn, Nunawading, Port Melbourne, Prahran, Ringwood and South Melbourne.		
Adult	\$ 85.50	Camberwell and District Funeral Services
Child under ten years	75.00	
South Eastern Region		
Removals to the Melbourne City Mortuary from the following:		
Cities—Brighton, Caulfield, Knox, Malvern, Oakleigh, St. Kilda and Waverley.		
Shire—Sherbrooke (including Monbulk).		
Adult	\$ 85.00	Tobin Brothers Pty. Ltd.
Child under ten years	75.00	
North Eastern Region		
Removals to the Melbourne City Mortuary from the following:		
Cities—Collingwood, Doncaster, Fitzroy, Heidelberg, Kew, Northcote, Richmond and Templestowe.		
Shire—Eltham.		
Adult	\$ 78.50	Camberwell and District Funeral Services
Child under ten years	70.00	
North Central Region		
Removals to the Melbourne City Mortuary from the following:		
Cities—Brunswick, Coburg, Melbourne and Preston.		
Shire—Diamond Valley and Whittlesea.		
Adult	\$ 85.00	Tobin Brothers Pty. Ltd.
Child under ten years	75.00	
North Western Region		
Removals to the Melbourne City Mortuary from the following:		
Cities—Altona, Broadmeadows, Essendon, Footscray, Keilor, Sunshine and Williamstown.		
Shires—Bulla, Melton and Werribee.		
Adult	\$ 80.00	Nelson Bros. Pty. Ltd.
Child under ten years	55.00	
Southern Region		
Removals to the Melbourne City Mortuary from the following:		
Cities—Chelsea, Dandenong, Moorabbin, Mordialloc, Sandringham and Springvale.		
Adult	\$ 82.50	Douglas Russell
Child under ten years	72.50	
Peninsula Region		
Removals to the Melbourne City Mortuary from the following:		
City—Frankston.		
Shires—Flinders, Hastings and Mornington.		
Adult	\$ 89.00	Bayside Funerals Pty. Ltd.
Child under ten years	49.00	

REMOVAL OF DECEASED PERSONS TO MELBOURNE CITY MORTUARY
(METROPOLITAN) CONDITIONS OF CONTRACT

1. *Orders*

1. The services are to be performed upon an order issued by a member of the Victoria Police Force or by a member of the State Coroner's Office acting under the direction of the State Coroner.

2. *Supply of Service*

2.1 The vehicles, and such other plant employed in carrying out the contract, must be suitable and ample to provide a prompt and efficient service and such vehicles and other plant shall be maintained throughout the period of the contract in satisfactory condition of repair. Should it be found that the vehicles or plant employed in the service are unsuitable, inefficient or otherwise unsatisfactory, the State Tender Board (hereinafter called "the Board") may terminate the contract.

2.2 The contractor must be prepared to undertake any removals from the region or area contracted for at any hour and on any day. In the event of the contractor failing to attend punctually to any order, the work shall be otherwise performed, and the extra expense incurred, if any, shall be charged to the contractor. However, should any circumstances make it necessary in any particular case that an immediate removal to the Mortuary be effected, the hiring of another vehicle for the purpose shall not be an infringement of the contract.

2.3 When it becomes necessary to remove a deceased person to a Mortuary and the next of kin present or the legal personal representative of the deceased makes request in person to the Police to be allowed to employ the family undertaker to conduct such removal the Police may, at their discretion, accede to such request provided such removal is effected at no cost to the Government of the State of Victoria (hereinafter called "the State") and under the supervision of the Police as in the case of a removal by the contractor. The contract is not to be considered as having been broken, infringed, or vitiated by such removal having been effected by other than the contractor.

2.4 Bodies to be removed to a Mortuary shall be conveyed in a suitable covered vehicle. The contractor shall send two men for the purpose of removing the body to the vehicle, and from the vehicle to the Mortuary.

2.5 Every practicable precaution shall be taken in order to prevent offensiveness from decomposition but in no case shall any disinfectant be used without the authority of the medical officer performing the post-mortem examination.

2.6 Under no circumstances shall the contractor be permitted to use any undue or improper influence with the friends or relatives of, or any other person connected or associated with, the deceased person for the purpose of obtaining any concession or privilege whatsoever in regard to the funeral of such person. Any infringement of this condition shall, subject the contractor to the immediate cancellation of contract. The decision of the Board as to whether any breach of this condition has taken place shall be final and conclusive.

2.7 The contract shall not be considered broken, infringed or vitiated by the State performing the service or arranging for the carrying out of the same otherwise than by the contractor in the event of urgency or emergency.

3. *Price*

Subject to the provisions of Clause 4, the contractor shall be paid the Contract Price for the removal and the Contract Price shall, unless otherwise provided, include all charges incurred in connection with the removal.

4. *Price Variations*

4.1 Where the contractor has included a provision for a variation in the price, the Board may on application by the contractor approve a variation in the price.

4.2 Where an application for a variation in the price is approved by the Board the variation shall take effect 14 days from the date of application for approval, provided that where documents in support of an application for a price variation are not submitted with the application the effective date of the variation shall be 14 days from the date of the submission of satisfactory supporting documents.

4.3 Notwithstanding the foregoing the Board may in its absolute discretion grant or refuse a claim for a price variation in whole or in part.

4.4 The Board may if it sees fit terminate the contract upon an application for a price variation.

5. *Payment*

The account is to be forwarded to the Clerk of the local State Coroner's Office for verification and transmission for payment.

6. *Termination*

6.1 The Board may terminate the contract forthwith where the contractor has refused to execute orders, caused impropriety, neglect or delay in conducting removals.

6.2 Under no circumstances shall the contractor be permitted to abandon his contract. In the event of the contractor failing to carry on the contract the contractor shall be held liable

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for any loss which the State may sustain in consequence of such failure.

7. *Bankruptcy Etc. of Contractors*

7 Where a contractor:

7.1 assigns or sublets the contract, or any part thereof, or assigns or mortgages, charges, or encumbers, attempts to assign, mortgage, charge, or encumber all or any of the moneys payable or to become payable under the contract, or any other benefit whatsoever arising or which may arise under the contract, without the consent in writing of the Board being first obtained; or

7.2 being an individual becomes bankrupt; or

7.3 being a corporation enters into voluntary or compulsory liquidation; or

7.4 makes an assignment of his estate for the benefit of his creditors, or makes an arrangement or composition with his creditors;

then and in every such case the Board shall be entitled by notice in writing to terminate the contract forthwith but without prejudice to any right of action or remedy which shall have accrued or which shall accrue thereafter in favour of the State.

8. *Conditions of Labour*

Every person engaged in the performance of the contract shall be paid such wages and

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employed subject to such labour conditions as are or may be determined by the relevant award of the Australian Conciliation and Arbitration Commission or the relevant award of the State Conciliation and Arbitration Board or Industrial Relations Commission of Victoria.

9. *Property Damage*

The contractor shall be held liable for any damage to State property occasioned by the contractor or any person engaged by the contractor during the performance of any service required under the contract.

10. *Disputes*

Any disputes about the contract, whether as to performance of service, impropriety or any other matter whatsoever in respect of or connected with the contract shall be determined by the Board and its decision shall be final and binding upon the contractor.

11. *Disclosure of Information*

The Board retains a discretionary right whether to disclose successful tender details and prices or not.

12. *Governing Law*

The contract shall be subject to and construed in accordance with the laws of the State of Victoria.

NOTE:

FUNERALS OF DESTITUTE PERSONS—COUNTRY AREAS

No contracts have been awarded for funerals of destitute persons in country areas for the period 1 July 1987 to 30 June 1989. The service, if required, is to be obtained in accordance with Regulation 84 of the Treasury Regulations 1981.

Approved R. A Jolly, Treasurer 25.6.1987.

CONTRACTS ACCEPTED—(Series 1987-89)

Schedule No. 4/33

REMOVALS OF DECEASED PERSONS—(COUNTRY AREAS)

From 1 July 1987 to 30 June 1989

- NOTE: 1. Where 'No Contract' is stipulated, the service, if required, is to be obtained in accordance with Regulation 84 of the Treasury Regulations 1981.
2. For contractors names, addresses and telephone numbers see page 25.

Contract Number 1987/89	Locality	Name of Contractor	Removal of Deceased Persons to Mortuaries			
			Removal fee ‡		Distance One Way †	
			Adult	Child	Adult	Child
			\$	\$	\$	\$
..	Alexandra	No Contract	..	..	..	..
666	Apollo Bay	Wagenknecht's Funeral Services	20.00	20.00	0.60	0.60
..	Ararat	No Contract	..	..	..	..
..	Axedale	No Contract	..	..	..	..
..	Bacchus Marsh	No Contract	..	..	..	..
..	Bairnsdale	No Contract	..	..	..	..
..	Ballan	No Contract	..	..	..	..
..	Ballarat	No Contract	..	..	..	..
637	Balmoral	F. Greed & Sons	40.00	40.00	1.30	1.30
641	Bannockburn	Hepner Funeral Services	N/C	N/C	N/C	N/C
641	Barwon Heads	Hepner Funeral Services	N/C	N/C	N/C	N/C
667	Bass	Wonthaggi Funeral Services	15.00	15.00	0.90	0.90
650	Bealiba	A. L. Lovel	50.00	45.00	1.50	1.30
..	Beaufort	No Contract	..	..	..	..
666	Beeac	Wagenknecht's Funeral Services	N/C	N/C	0.60	0.60
666	Beech Forest	Wagenknecht's Funeral Services	15.00	15.00	0.60	0.60
..	Beechworth	No Contract	..	..	..	..
661	Benalla	Sessions Funeral Services	50.00	25.00	1.50	1.50
..	Benambra	No Contract	..	..	..	..
628	Bendigo	Bendigo & District Funeral	N/C	N/C	N/C	N/C
645	Berriwillock	M. J. Kelly & Sons Funeral Directors	20.00	10.00	0.75	0.60
..	Berwick	No Contract	..	..	..	..
653	Bethanga	McCullough & Dunstan	55.00	55.00	0.95	0.95
..	Beulah	No Contract	..	..	..	..
666	Birregurra	Wagenknecht's Funeral Services	10.00	10.00	0.60	0.60
..	Boolarra	No Contract	..	..	..	..
625	Boort	A. G. Adams & Sons	25.00	10.00	0.80	0.60
637	Branxholme	F. Greed & Sons	40.00	40.00	1.30	1.30
634	Bridgewater	William Farmer P/L	50.00	50.00	1.00	1.00
636	Briagolong	Gippsland Funeral Services	65.00	35.00	1.40	1.40
..	Bright	No Contract	..	..	..	..
..	Brim	No Contract	..	..	..	..
627	Broadford	Bamfords Funeral Services	50.00	45.00	1.50	1.50
..	Bruthen	No Contract	..	..	..	..
..	Buchan	No Contract	..	..	..	..
..	Bungaree	No Contract	..	..	..	..
..	Buniynong	No Contract	..	..	..	..
630	Bunyip	D. W. Bull	N/C	N/C	N/C	N/C
651	Camperdown	Macqueen's Funeral Service	50.00	50.00	1.45	1.45
655	Castlemaine	T. Odgers & Co. P/L	45.00	40.00	1.20	1.20
637	Cavendish	F. Greed & Sons	40.00	40.00	1.30	1.30
634	Charlton	William Farmer P/L	50.00	50.00	1.00	1.00
655	Chewton	T. Odgers & Co. P/L	45.00	40.00	1.20	1.00
..	Chiltern	No Contract	..	..	..	..

† For kilometres travelled beyond 15 km radius

‡ Includes all costs within 15 km radius of Funeral Director's Premises.

CONTRACTS ACCEPTED—(Series 1987-89)—continued

Schedule No. 4/33

REMOVALS OF DECEASED PERSONS—(COUNTRY AREAS)

From 1 July 1987 to 30 June 1989

Contract Number 1987/89	Locality	Name of Contractor	Removal of Deceased Persons to Mortuaries			
			Removal fee ‡		Distance One Way †	
			Adult	Child	Adult	Child
			\$	\$	\$	\$
651	Cobden	Macqueen's Funeral Services	50.00	50.00	1.45	1.45
657	Cobram	Owen Mohan	35.00	30.00	1.40	1.25
666	Colac	Wagenknecht's Funeral Services	N/C	N/C	0.60	0.60
637	Coleraine	F. Greed & Sons	40.00	40.00	1.30	1.30
625	Cohuna	A. G. Adams & Sons	25.00	15.00	0.80	0.60
658	Corryong	K. & M. Riddinton P/L	40.00	40.00	0.80	0.80
667	Cowes	Wonthaggi Funeral Services	15.00	15.00	0.90	0.90
...	Cranbourne	No Contract	...	...	...	...
666	Cressy	Wagenknecht's Funeral Services	N/C	N/C	0.90	0.90
...	Daylesford	No Contract	...	...	...	...
...	Dederang	No Contract	...	...	...	...
657	Dookie	Owen Mohan	35.00	30.00	1.40	1.25
630	Drouin	D. W. Bull	N/C	N/C	N/C	N/C
641	Drysdale	Hepner Funeral Services	N/C	N/C	N/C	N/C
637	Dunkeld	F. Greed & Sons	40.00	40.00	1.30	1.30
650	Dunolly	A. L. Lovel	50.00	45.00	1.50	1.30
628	Eaglehawk	Bendigo & District Funeral Services	N/C	N/C	N/C	N/C
629	Echuca	Bromley and Roberts Pty. Ltd.	25.00	25.00	1.00	1.00
637	Edenhope	F. Greed & Sons	40.00	40.00	1.30	1.30
...	Eildon	No Contract	...	...	...	...
...	Elmhurst	No Contract	...	...	...	...
628	Elmore	Bendigo & District Funeral Services	N/C	N/C	N/C	N/C
...	Erica	No Contract	...	...	...	...
652	Euroa	John McCormick Funeral Directors	40.00	25.00	0.70	0.70
666	Forrest	Wagenknecht's Funeral Services	N/C	N/C	0.90	0.90
636	Foster	Gippsland Funeral Services	65.00	35.00	1.40	1.40
630	Garfield	D. W. Bull	N/C	N/C	N/C	N/C
641	Geelong	Hepner Funeral Services	N/C	N/C	N/C	N/C
...	Glenorchy	No Contract	...	...	...	...
660	Gisborne	J. J. Scott & Son P/L	50.00	40.00	1.50	1.50
628	Goorang	Bendigo & District Funeral Services	N/C	N/C	N/C	N/C
...	Gordon	No Contract	...	...	...	...
637	Hamilton	F. Greed & Sons	40.00	40.00	1.30	1.30
637	Harrow	F. Greed & Sons	40.00	40.00	1.30	1.30
...	Healesville	No Contract	...	...	...	...
628	Heathcote	Bendigo & District Funeral Services	N/C	N/C	N/C	N/C
636	Heyfield	Gippsland Funeral Services	65.00	35.00	1.40	1.40
...	Hopetoun	No Contract	...	...	...	...
...	Horsham	No Contract	...	...	...	...
634	Inglewood	William Farmer P/L	50.00	50.00	1.00	1.00
641	Inverleigh	Hepner Funeral Services	N/C	N/C	N/C	N/C
667	Inverloch	Wonthaggi Funeral Services	15.00	15.00	0.90	0.90
628	Kangaroo Flat	Bendigo & District Funeral Services	N/C	N/C	N/C	N/C

‡ Includes all costs within 15 km radius of Funeral Director's Premises.

† For kilometres travelled beyond 15 km radius.

CONTRACTS ACCEPTED—Series 1987-89)—continued

Schedule No. 4/33

REMOVALS OF DECEASED PERSONS—(COUNTRY AREAS)

From 1 July 1987 to 30 June 1989

Contract Number 1987/89	Locality	Name of Contractor	Removal of Deceased Persons to Mortuaries			
			Removal fee ‡		Distance One Way †	
			Adult	Child	Adult	Child
			\$	\$	\$	\$
657	Katamatite	Owen Mohan	35.00	30.00	1.40	1.25
625	Kerang	A. G. Adams & Sons	30.00	25.00	0.90	0.70
627	Kilmore	Bamfords Funeral Services	50.00	45.00	1.50	1.50
625	Koondrook	A. G. Adams & Sons	30.00	25.00	0.90	0.70
..	Kooweerup	No Contract	..	..	..	..
639	Koroit	Guyett & Sons Funeral Directors	50.00	50.00	1.50	1.50
634	Korong Vale	William Farmer P/L	50.00	50.00	1.00	1.00
667	Korumburra	Wonthaggi Funeral Services	15.00	15.00	0.90	0.90
649	Kyabram	Lindsay Burch Funeral	N/C	N/C	N/C	N/C
..	Lake Bolac	No Contract	..	..	..	..
..	Lakes Entrance	No Contract	..	..	..	..
660	Lancefield	T. J. Scott & Sons P/L	50.00	40.00	1.50	1.50
..	Landsborough	No Contract	..	..	..	..
..	Lang Lang	No Contract	..	..	..	..
641	Lara	Hepner Funeral Services	N/C	N/C	N/C	N/C
..	Learmonth	No Contract	..	..	..	..
667	Leongatha	Wonthaggi Funeral Services	15.00	15.00	0.90	0.90
..	Lexton	No Contract	..	..	..	..
..	Lilydale	No Contract	..	..	..	..
..	Lindenow	No Contract	..	..	..	..
..	Linton	No Contract	..	..	..	..
651	Lismore	Macqueen's Funeral Services	50.00	50.00	1.45	1.45
667	Loch	Wonthaggi Funeral Services	15.00	15.00	0.90	0.90
666	Lorne	Wagenknecht's Funeral Services	15.00	15.00	1.00	1.00
637	Macarthur	F. Greed & Sons	40.00	40.00	1.30	1.30
636	Maffra	Gippsland Funeral Services	65.00	35.00	1.40	1.40
655	Maldon	T. Odgers & Co. P/L	45.00	40.00	1.20	1.00
660	Malmsbury	T. J. Scott & Son P/L	40.00	35.00	1.00	1.00
662	Manangatang	Swan Hill & District Funerals	30.00	25.00	1.00	1.00
..	Marnoo	No Contract	..	..	..	..
..	Maryborough	No Contract	..	..	..	..
..	Marysville	No Contract	..	..	..	..
640	Meeniyah	Handley Funeral Services	50.00	50.00	1.00	N/C
..	Melton	No Contract	..	..	..	..
..	Merbein	No Contract	..	..	..	..
641	Meredith	Hepner Funeral Services	N/C	N/C	N/C	N/C
637	Merino	F. Greed & Sons	40.00	40.00	1.30	1.30
..	Mildura	No Contract	..	..	..	..
640	Mirboo North	Handley Funeral Services	50.00	50.00	1.00	N/C
638	Mitiamo	R. A. Gregory & Sons	30.00	30.00	1.00	1.00
658	Mitta Mitta	K. & M. Riddington P/L	40.00	40.00	0.80	0.80
..	Moe	No Contract	..	..	..	..
..	Monbulk	No Contract	..	..	..	..
..	Mooroopna	No Contract—see Shepparton	..	..	..	..
..	Morwell	No Contract	..	..	..	..
..	Mt. Beauty	No Contract	..	..	..	..
641	Mt. Moriac	Hepner Funeral Services	N/C	N/C	N/C	N/C
649	Murchison	Lindsay Burch Funerals	N/C	N/C	N/C	N/C
..	Murtoa	No Contract	..	..	..	..

‡ Includes all costs within 15 km radius of Funeral Director's Premises.

† For kilometres travelled beyond 15 km radius.

CONTRACTS ACCEPTED—(Series 1987-89)—continued

Schedule No. 4/33

REMOVALS OF DECEASED PERSONS—(COUNTRY AREAS)

From 1 July 1987 to 30 June 1989

Contract Number 1987/89	Locality	Name of Contractor	Removal of Deceased Persons to Mortuaries			
			Removal fee ‡		Distance One Way †	
			Adult	Child	Adult	Child
			\$	\$	\$	\$
652	Myrtleford	No Contract				
	Nagambie	John McCormick Funeral Directors	40.00	25.00	0.80	0.80
649	Nathalia	Lindsay Burch Funerals	N/C	N/C	N/C	N/C
	Natimuk	No Contract				
630	Neerim South	D. W. Bull	N/C	N/C	N/C	N/C
655	Newstead	T. Odgers & Co. P/L	45.00	40.00	1.20	1.00
	Nhill	No Contract				
657	Numurkah	Owen Mohan	35.00	30.00	1.40	1.25
	Omeo	No Contract				
	Ouyen	No Contract				
	Pakenham	No Contract				
637	Penshurst	F. Greed & Sons	40.00	40.00	1.30	1.30
641	Portarlington	Hepner Funeral Services	N/C	N/C	N/C	N/C
639	Port Campbell	Guyett & Sons Funeral Directors	50.00	50.00	1.50	1.50
639	Port Fairy	Guyett & Sons Funeral Directors	50.00	50.00	1.50	1.50
644	Portland	W. A. Jarrett P/L	N/C	N/C	1.20	1.20
627	Pyalong	Bamfords Funeral Service	50.00	45.00	1.50	1.50
638	Pyramid	R. A. Gregory & Sons	30.00	30.00	1.00	1.00
645	Quambatook	M. J. Kelly & Sons Funeral Directors	25.00	20.00	0.85	0.65
641	Queenscliff	Hepner Funeral Services	N/C	N/C	N/C	N/C
	Rainbow	No Contract				
628	Raywood	Bendigo & District Funeral Services	N/C	N/C	N/C	N/C
	Red Cliffs	No Contract				
660	Riddells Creek	T. J. Scott & Son P/L	55.00	50.00	1.50	1.50
	Robinvale	No Contract				
629	Rochester	Bromley & Roberts P/L	25.00	25.00	1.00	1.00
666	Rokewood	Wagenknecht's Funeral Services	35.00	35.00	0.90	0.90
660	Romsey	T. J. Scott & Sons P/L	55.00	50.00	1.50	1.50
	Rosedale	No Contract				
	Rupanyup	No Contract				
649	Rushworth	Lindsay Burch Funerals	N/C	N/C	N/C	N/C
	St. Arnaud	No Contract				
657	St. James	Owen Mohan	35.00	30.00	1.40	1.25
636	Sale	Gippsland Funeral Services	65.00	35.00	1.40	1.40
645	Sea Lake	M. J. Kelly & Sons Funeral Directors	20.00	10.00	0.75	0.60
652	Seymour	John McCormick Funeral Directors	45.00	30.00	0.85	0.85
657	Shepparton	Owen Mohan	35.00	30.00	1.40	1.25
	Skipton	No Contract				
	Smythesdale	No Contract				
649	Stanhope	Lindsay Burch Funerals	N/C	N/C	N/C	N/C
	Stawell	No Contract				
636	Stratford	Gippsland Funeral Services	65.00	35.00	1.40	1.40
662	Swan Hill	Swan Hill & District Funerals	50.00	45.00	1.10	1.10
	Swifts Creek	No Contract				

‡ Includes all costs within 15 km radius of Funeral Director's Premises.

† For kilometres travelled beyond 15 km radius.

CONTRACTS ACCEPTED—(Series 1987-89)—continued

Schedule No. 4/33

REMOVALS OF DECEASED PERSONS—(COUNTRY AREAS)

From 1 July 1987 to 30 June 1989

Contract Number 1987/89	Locality	Name of Contractor	Removal of Deceased Persons to Mortuaries			
			Removal fee ‡		Distance One Way †	
			Adult	Child	Adult	Child
			\$	\$	\$	\$
658	Tallangatta	K. & M. Riddington P/L	40.00	40.00	0.80	0.80
627	Tallarook	Bamfords Funeral Services	50.00	45.00	1.50	1.50
..	Tangambalanga	No Contract	..	..	..	..
650	Tarnagulla	A. L. Lovel	50.00	45.00	1.50	1.30
649	Tatura	Lindsay Burch Funerals	N/C	N/C	N/C	N/C
651	Terang	MacQueen's Funeral Services	50.00	50.00	1.45	1.45
651	Timboon	MacQueen's Funeral Services	50.00	50.00	1.45	1.45
649	Tongala	Lindsay Burch Funerals	N/C	N/C	N/C	N/C
636	Toora	Gippsland Funeral Services	65.00	35.00	1.40	1.40
641	Torquay	Hepner Funeral Services	N/C	N/C	N/C	N/C
640	Trafalgar	Handley Funeral Services	50.00	50.00	1.00	N/C
..	Traralgon	No Contract	..	..	..	..
646	Tungamah	Kittle Bros.	40.00	25.00	1.30	1.15
652	Violet Town	John McCormick Funeral Directors	40.00	25.00	0.70	0.70
627	Wallan	Bamfords Funeral Services	50.00	45.00	1.50	1.50
658	Walwa	K. & M. Riddington P/L	40.00	40.00	0.80	0.80
..	Wangaratta	No Contract	..	..	..	..
..	Warburton	No Contract	..	..	..	..
639	Warrnambool	Guyett & Sons Funeral Directors	50.00	50.00	1.50	1.50
..	Warracknabeal	No Contract	..	..	..	..
630	Warragul	D. W. Bull	..	..	..	..
..	Wedderburn	No Contract	..	..	..	..
..	Werrimull	No Contract	..	..	..	..
..	Willaura	No Contract	..	..	..	..
641	Winchelsea	Hepner Funeral Services	N/C	N/C	N/C	N/C
642	Wodonga	John Hossack Funeral Director	35.00	30.00	0.70	0.70
667	Wonthaggi	Wonthaggi Funeral Services	15.00	15.00	0.90	0.90
660	Woodend	T. J. Scott & Son P/L	55.00	45.00	1.50	1.50
..	Yackandandah	No Contract	..	..	..	..
..	Yallourn	No Contract	..	..	..	..
..	Yarra Glen	No Contract	..	..	..	..
630	Yarragon	D. W. Bull	N/C	N/C	N/C	N/C
..	Yarra Junction	No Contract	..	..	..	..
636	Yarram	Gippsland Funeral Services	65.00	35.00	1.40	1.40
..	Yarrawonga	No Contract	..	..	..	..
..	Yea	No Contract	..	..	..	..

‡ Includes all costs within 15 km radius of Funeral Director's Premises.

† For kilometres travelled beyond 15 km radius

Approved—R. A. JOLLY, Treasurer 25.6.87

<i>Contractor's Name</i>	<i>Branch/Address</i>	<i>Telephone No.</i>
A. G. Adams & Sons	35 Scoresby St., Kerang	(054) 52 1111
Bamfords Funeral Services	31 Powlett St., Kilmore	(057) 82 1140
	Kilmore—Broadford Rd., Broadford	(057) 84 1083
	12 Tallarook St., Seymour	(057) 92 1046
Bendigo & District Funeral Services	15-17 Bridge Street, Bendigo	(054) 43 4455
		or, (054) 43 1988
Bromley & Roberts P/L	268 Anstruther St., Echuca	(054) 82 1215
	75 Mackay St., Rochester	(054) 84 1111
D. W. Bull	2 Porter Place, Drouin	(056) 25 2571
	41 Bald Hill Rd., Pakenham	(059) 41 1822
William Farmer P/L	151 McCrae St., Bendigo	(054) 43 4689
	Brooke St., Inglewood (Appleby Funerals)	(054) 38 3189
Gippsland Funeral Services	226 York St., Sale	(051) 44 3177
	Maffra	(051) 47 1590
	Yarram	(051) 82 5780
	Foster	(056) 82 2443
F. Creed & Sons	43 Collins St., Hamilton	(055) 72 1053
R. A. Gregory & Son	47 Barber St., Pyramid Hill	(054) 55 7183
Guyett & Sons Funeral Directors	224 Timor St., Warrnambool	(055) 62 2622
Handley Funeral Services	28 Hunter St., Wonthaggi	(056) 72 1074
	Korumburra Rd., Warragul	(056) 23 2338
	Anderson St., Leongatha	(056) 62 2717
	Commercial St., Korumburra	(056) 62 2717
Hepner Funeral Services P/L	116 Bellarine Hwy., Newcomb	(052) 48 1919
John Hossack Funeral Director	43 Wilson St., Wodonga	(060) 21 5211
William A. Jarrett P/L	140 Percy St., Portland	(055) 23 2078
M. J. Kelly & Sons	1 Morrison St., Birchip	(054) 93 2547
Kittle Bros.	129 Maude St., Shepparton	(058) 21 2108
Lindsay Burch Funerals	119 Albion St., Kyabram	(058) 52 3273
		or, (058) 52 2410
		or, (058) 52 3032
		or, (058) 52 3132
	Tatura/Murchison	(058) 24 1152
	Rushworth	(058) 56 1349
	Tongala	(058) 58 2522
A. L. Lovel	2 Lawrence St., Dunolly	(054) 68 1212
		or, (054) 68 1078
Macqueens Funeral Services	7-9 Leura St., Camperdown	(055) 93 1107
	Terang	(055) 92 1293
John McCormick Funeral Directors	16 Anderson St., Euroa	(057) 95 2947
	96 Station St., Seymour	(057) 92 3728
McCullough & Dunstan	20 South St., Wodonga	(060) 24 1827
T. Odgers & Co. P/L	16 Lyttleton St., Castlemaine	(054) 72 1922
Owen Mohan	113 Corio St., Shepparton	(058) 21 2884
K. & M. Riddington P/L	6 Akuna St., Tallangatta	(060) 71 2541
T. J. Scott & Son P/L	Mollinson St., Kyneton	(054) 22 1160
Sessions Funeral Services	179 Bridge St., Benalla East	(057) 62 4977
Swan Hill & District Funerals	90 Curlewis St., Swan Hill	(050) 32 1011
Wagenknecht's Funeral Services	61 Corangamite St., Colac	(052) 31 2052
		or, (052) 31 5370
Wonthaggi Funeral Services	18 Hunter St., Wonthaggi	(056) 72 1884
		or, (056) 72 1861
		or, (056) 72 3133

REMOVALS OF DECEASED PERSONS TO MORTUARIES (COUNTRY AREAS)

CONDITIONS OF CONTRACT

1. *Orders*

The services are to be performed upon an order issued by a member of the Victoria Police Force (hereinafter called "the Police") or by a person duly authorised by the State Coroner.

2. *Supply of Service*

2.1 The vehicles, and such other plant employed in carrying out the Contract, must be suitable and ample to provide a prompt and efficient service and such vehicles and other plant shall be maintained throughout the period of the Contract in satisfactory condition of repair. Should it be found that the vehicles or plant employed in the service are unsuitable, inefficient or otherwise unsatisfactory, the State Tender Board (hereinafter called "the Board") may terminate the contract.

2.2 The Contractor must be prepared to undertake any removals from the region or area contracted for at any hour and on any day. In the event of the Contractor failing to attend *punctually* to any order, the work shall be otherwise performed and the extra expense incurred, if any, shall be charged to the Contractor. However, should any circumstances make it necessary in any particular case that an immediate removal to a Mortuary be effected, the hiring of another vehicle for the purpose shall not be an infringement of the Contract.

2.3 When it becomes necessary to remove a deceased person to a Mortuary and the next of kin present or the legal personal representative of the deceased makes request in person to the Police to be allowed to employ the family undertaker to conduct such removal the Police may, at their discretion, accede to such request provided such removal is effected at no cost to the Government of the State of Victoria (hereinafter called "the State") and under the supervision of the Police as in the case of a removal by the Contractor. The Contract is not to be considered as having been broken, infringed or vitiated by such removal having been effected by other than the Contractor.

2.4 Bodies to be removed to a Mortuary shall be conveyed in a suitable covered vehicle. The Contractor shall send two men for the purpose of removing the body to the vehicle and from the vehicle to the Mortuary.

2.5 Every practicable precaution shall be taken in order to prevent offensiveness from decomposition but in no case shall any disinfectant be used without the authority of the medical officer performing the post-mortem examination.

2.6 Under no circumstances shall the Contractor be permitted to use any undue or improper influence with the friends or relatives of, or any other person connected or associated with, the deceased person for the purpose of obtaining any concession or privilege whatsoever in regard to the funeral of such person. Any infringement of this condition shall, subject the Contractor to the immediate cancellation of the Contract. The decision of the Board as to whether any breach of this condition has taken place shall be final and conclusive.

2.7 The Contract shall not be considered broken, infringed or vitiated by the State performing the service or arranging for the carrying out of the same otherwise than by the Contractor in the event of urgency or emergency.

3. *Price*

Subject to the provisions of Clause 4, the Contractor shall be paid the Contract Price for the removal and the Contract Price shall, unless otherwise provided, include all charges incurred in connection with the removal.

4. *Price Variations*

4.1 Where the Contractor has included a provision for a variation in the price, the Board may on application by the Contractor approve a variation in the price.

4.2 Where an application for a variation in the price is approved by the Board the variation shall take effect 14 days from the date of application for approval, provided that where documents in support of an application for a price variation are not submitted with the application the effective date of the variation shall be 14 days from the date of the submission of satisfactory supporting documents.

4.3 Notwithstanding the foregoing the Board may in its absolute discretion grant or refuse a claim for a price variation in whole or in part.

4.4 The Board may if it sees fit terminate the Contract upon an application for a price variation.

5. *Payment*

The account is to be forwarded to the Clerk of the local Magistrates Court for verification and transmission for payment.

6. *Termination*

6.1 The Board may terminate the Contract forthwith where the Contractor has refused to execute orders, caused impropriety, neglect or delay in conducting removals.

6.2 Under no circumstances shall the Contractor be permitted to abandon his Contract.

In the event of the Contractor failing to carry on the Contract the Contractor shall be held liable for any loss which the State may sustain in consequence of such failure.

7. *Bankruptcy Etc. of Contractor*

7. Where a Contractor—

- 7.1 assigns or sublets the Contract, or any part thereof, or assigns or mortgages, charges, or encumbers, attempts to assign, mortgage, charge, or encumber all or any of the moneys payable or to become payable under the Contract, or any other benefit whatsoever arising or which may arise under the Contract, without the consent in writing of the Board being first obtained; or
- 7.2 being an individual becomes bankrupt; or
- 7.3 being a corporation enters into voluntary or compulsory liquidation; or
- 7.4 makes an assignment of his estate for the benefit of his creditors, or makes an arrangement or composition with his creditors—

then and in every such case the Board shall be entitled by notice in writing to terminate the Contract forthwith but without prejudice to any right of action or remedy which shall have accrued or which shall accrue thereafter in favour of the State.

8. *Conditions of Labour*

Every person engaged in the performance of the Contract shall be paid such wages and employed subject to such labour conditions as are or may be determined by the relevant award of the Australian Conciliation and Arbitration Commission or the relevant award of the State Conciliation and Arbitration Board or Industrial Relations Commission of Victoria.

9. *Property Damage*

The Contractor shall be held liable for any damage to State property occasioned by the Contractor or any person engaged by the Contractor during the performance of any service required under the Contract.

10. *Disputes*

Any dispute about the Contract, whether as to performance of service, impropriety or any other matter whatsoever in respect of or connected with the Contract shall be determined by the Board and its decision shall be final and binding upon the Contractor.

11. *Disclosure of Information*

The Board retains a discretionary right whether to disclose successful tender details and prices or not.

12. *Governing Law*

The contract shall be subject to and construed in accordance with the laws of the State of Victoria.

CONTRACTS ACCEPTED (Series 1987/89)

"OVERLOAD" DATA PREPARATION

SCHEDULE No. 5/05

Contract period 1 August 1987 to 31 July 1989

1987/89-620—Datatime Pty. Ltd., 372 Lonsdale Street, Melbourne. Telephone 67 2467

1987/89-621—Davies Computer Services (Vic.) Pty. Ltd., 9th Floor, 520 Collins Street, Melbourne. Telephone 62 1021. Also 4th Floor, 372 Flinders Street, Melbourne. Telephone 67 2467

1987/89-623—Metro Data Pty. Ltd., 4th Floor, 100 Flinders Street, Melbourne. Telephone 650 3922. Fax 650 3569.

Item No.	Description	Rate per 1000 keystrokes	Contractor
	SPECIFIC TASKS:	\$	
	5.5 hour turnaround:		
1.	Stamp Duties—Licencing System	..	} No Contract— Purchase Regulation 84
2.	Paycost System	..	
3.	FRAR System	..	
	OTHER WORK:		
4.	up to 9 500 keystrokes per hour (rate \$ per 1000 keystrokes)—		
	turnabout (hrs) 5.5 up to 24 25-48 49-96 97+		
	1.56 1.55 1.51 1.50 1.47		Davies Computer Services
5.	9 501 to 12 500 keystrokes per hour (rate \$ per 1000 keystrokes)—		
	turnaround (hrs) 5.5 up to 24 25-48 49-96 97+		
	1.31 1.28 1.25 1.22 1.20		Datatime Pty. Ltd.
	1.43 1.35 1.35 1.21 1.21		Metro Data Pty. Ltd.
6.	12 501 plus keystrokes per hour (rate \$ per 1000 keystrokes)—		
	turnaround (hrs) 5.5 up to 24 25-48 49-96 97+		
	1.16 1.14 1.12 1.10 1.08		Datatime Pty. Ltd.

Settlement Discount for payment within 30 days: Davies Computer Services 2%.

Courier Service:

- Datatime Pty. Ltd. — cost plus 10%
- Davies Computer Services — cost plus 10%—minimum charge of \$25.00
- Metro Data Pty. Ltd. — City Area \$5.00 per trip
- Inner Fringe Area \$6.00 per trip
- Outer Fringe maximum \$15.00
- Bulk Load (large boxes etc.) maximum \$15.00

Minimum Charge:

- Datatime Pty. Ltd. — \$25.00 per tape
- Metro Data Pty. Ltd. — \$25.00 for work done in a single week

Trading Terms:

- Metro Data Pty. Ltd. — payment within 30 days accounts over 60 days—5% accounting fee

Approved R. A. JOLLY—Treasurer 24.7.87

**'OVERLOAD' DATA PREPARATION
SPECIAL CONDITIONS OF CONTRACT**

These Special Conditions of Contract are to be read in conjunction with the State Tender Board General Conditions of Contract⁽¹⁾ provided that where the General Conditions of Contract, conflict with the Special Conditions of Contract, the terms of the Special Conditions of Contract shall prevail.

1. Delivery

When required the Contractor shall provide a courier service for the pick-up and delivery of work (document and tapes).

2. Documents and Tapes

2.1 The Purchaser may elect to provide magnetic tapes.

2.2 All work shall be batched and clearly labelled by the Purchaser. The Contractor shall be required to indicate date returned to the Purchaser and number of keystrokes.

2.3 The integrity of batches/documents shall be maintained, i.e. all documents in all batches shall be returned intact and shall be kept in the order received.

3. Conditions of Labour

3.1 The Contractor shall pay to any person, whether employee, independent contractor, or employee of any independent contractor, engaged by it or any of its agents or sub-contractors to carry out the work which the Contractor is required to perform under this Contract, not less than the pay prescribed by any award which is applicable to that person or would be applicable to that person if he was an employee. The provisions of this clause shall apply in like manner to any conditions of employment under any such award.

3.2 Where the Contractor fails to comply with the provisions of sub-clause 3.1 the Board may in addition to any other rights it has under this Contract terminate the Contract forthwith.

3.3 The Contractor shall not, pursuant to sub-clause 3.1 be obliged to pay the employees of any sub-contractor any sum where the employee has been paid the prescribed award rate by the sub-contractor.

⁽¹⁾ Copies of State Tender Board General Conditions of Contract are available from the Offices of the State Tender Board (telephone 651 3266) on request.

CONTRACTS ACCEPTED—(Series 1988–1990)

Schedule No. 5/06

MICROFICHE PROCESSING

Contract from 1 September 1988 to 28 February 1989 (1)

1988/90–1171—Data Com Information Systems Pty. Ltd., 124–130 Langridge Street, Collingwood, 3066. Telephone 417 3999.

Item No.	Description of Articles	Rate \$ Each	Name of Contractor
	MICROFICHE—		
1	Cost per Master	1.18	Data Com Information Systems Pty. Ltd.
2	Cost per Duplicate	0.073	
3	Cost per Plain or Stripped Diazo Film Duplicates	0.073	
4	Cost for Colours	0.073	

(1) Contract may be extended for a further period of eighteen months.

Approved—R. A. JOLLY, Treasurer, 29.7.88

Turnaround Times: Data Com guarantee that all requirements will be made.
 Minimum Processing Charge: Not Applicable
 Conversion Costs: No Charge
 Testing Charges: No Charge
 Pick Up and Delivery: If required, at cost
 Overlays: \$100.00 each

Payment of Accounts:

Trading Terms: Net 30 days
 Discounts: Settlement Discount allowed for payment of invoice within 7 days, 1½%.

Conditions of Contract:

This contract is subject to the Tender Board's General Conditions of Contract, copies of which are available on request—Telephone No. (03) 651 3266.

Specifications:

All fiche shall comply with the specifications in Australian Standard 2539–1982 as a minimum and/or have the following characteristics:

AS 2539 requirements—Image Arrangement No. 5:

1. Reduction ration 48:1.
2. Eye legible titling facilities.
3. Character definition in accordance with Appendix B of AS 2539.

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2. Indexing facilities.
3. Input routines to read tapes produced by all commonly used mainframes, and mini-computers in Government e.g. IBM, ICL, Fujitsu, Unisys, Prime and Vax.
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5. Ability to produce multiple reports per fiche.
6. Ability to provide a range of colours.

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