

CONTRACTS ACCEPTED

*(Series 1988-89)*

SCHEDULE NO. 4/06—CARTAGE AND  
DELIVERY OF HEAVY GOODS  
(Melbourne Metropolitan Area)

J. M. PAWSON  
Secretary of the Tender Board

## CONTRACTS ACCEPTED—(Series 1988-89)

## CARTAGE AND DELIVERY OF HEAVY GOODS (MELBOURNE METROPOLITAN AREA)

Schedule No. 4/06

Contract from 1 October 1988 to 30 September 1989

1988-89/93—Glen Cameron Nominees Pty. Ltd. T/as Glen Cameron Trucking, 33 Stud Road, Bayswater, 3153, Telephone: 729 9988

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, etc., to vehicle and vice versa.

Item No.	Service	Rate Per Hour
1	Tray Vehicles	\$
	(a) 2 Tonne up to 5 Tonne	21.50
	(b) 6 Tonne up to 8 Tonne	24.00
	(c) 10 Tonne up to 12 Tonne	28.00
2.	Vans	
	(a) 1 Tonne	18.50
	(b) Over 1 Tonne up to 3 Tonne	22.60
	(c) 4 Tonne	23.00
3.	Semi-Trailers	
	(a) 20 Tonne	38.70
	(b) 22 Tonne	39.95
4.	Forklifts*	30.00
5.	Additional Labour†—Per Man	16.00

Approved—R. A. JOLLY, Treasurer—16.9.88

\* Rate of 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.

† Additional labour required to be provided only when authorized by the Officer requiring the service.

## STATE TENDER BOARD, VICTORIA

## SCHEDULE NO. 4/06—CARTAGE AND DELIVERY OF HEAVY GOODS (MELBOURNE METROPOLITAN AREA)

## 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 supply 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 "Department" includes the Crown in right of the State of Victoria and any State Government Instrumentality or State Government Authority approved by the Board.
- 1.6 "Instruction" means a requirement from the Department to provide the Service which is subject to the Contract.
- 1.7 "Month" shall mean calendar month.

1.8 "Person" shall include a corporation.

1.9 "Service" means cartage and delivery of heavy goods within the Melbourne Metropolitan Area.

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

1.11 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 The Melbourne Metropolitan Area shall be an area within a radius of 40 km. from the Melbourne (Elizabeth Street Post Office).

2.2 No Service performed under the contract shall be deemed to be of a special nature provided that the Contractor be given reasonable notice that the Service 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 State of Victoria 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, where the Service is, in the opinion of the Board, necessary in order to meet special circumstances or special requirements.

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

2.5 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 event of the Contractor failing to supply the vehicles when instructed, and to the satisfaction of the Department requiring the Service, the Board may, upon report, approve alternative arrangements and any extra expense incurred will be deducted as provided in sub-clause 11.5.

*3. Price:*

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

3.2 The Contract Price shall be deemed to cover all descriptions of 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.

3.3 The Contract Price shall be deemed to cover all charges including labour, gear and appliances required in the performance of the Service.

*4. Price Variations:*

4.1 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. No variation in the Contract Price shall be approved by the Board where it is based upon an increase in the cost of labour resulting from a wage rise awarded under the Restructuring and Efficiency Principle or other productivity related award. The Board may on application by the Contractor approve a variation in the Contract Price in whole or in part.

4.2 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 4.1.

4.3 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.

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

4.5 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.

4.6 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.

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

*5. Ordering of Service:*

Instructions shall be issued by the Department requiring the Service as and when required over the period of the Contract.

6. *Delivery:*

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

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

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

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

7. *Motor Vehicles:*

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

8. *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.

9. *Bankruptcy etc. of Contractor:*

Where a Contractor:

9.1 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

9.2 being an individual becomes bankrupt; or

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

9.4 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 of Victoria.

10. *Termination:*

10.1 Should the Contractor fail to comply with any of these Conditions of Contract, 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:

10.1.1 all Orders received by the Contractor after termination shall be returned to the Department;

10.1.2 all Orders received by the Contractor prior to the notice of termination shall be completed in accordance with these Conditions of Contract, and the specifications relating thereto.

10.2 All damages and expenses incurred under or by virtue of the provisions of Condition 10.1 shall be ascertained and certified to by the Department 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 of Victoria and may be recovered from Contractor in any Court of competent jurisdiction.

11. *Payment:*

11.1 Where specific creditor's terms are not positively stated in writing and accepted by the Board the following terms of payment shall apply:

Settlement of accounts payable is scheduled to occur no later than 30 days after the end of the month in which a correctly rendered invoice is received provided that the Service has been rendered prior to the receipt of the invoice.

Where the Service is rendered after a correctly rendered invoice is received, payment shall be scheduled to occur no later than 30 days after the end of the month in which the Service was rendered.

11.2 Accounts shall be rendered to the Board or, the Departments as the case may be, and shall be supported by a delivery docket signed by the receiving officer stating the details of the work performed. The details shall include the description of goods, the pick-up and delivery locations, the starting and finishing time, the total number of hours involved, the size and type of vehicle and the rate per hour being charged.

11.3 Where appropriate the account shall be supported by weighbridge tickets or railway consignment notes and, in the case of cargo, the cargo consignment notes.

11.4 The rates shall be calculated from pick-up back to pick-up.

11.5 Accounts shall be subject to any deductions for goods lost or damaged and/or any other charges as provided in the conditions of this Contract.

11.6 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 sub-clause 11.5.

11.7 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.

## 2. Disputes:

Any dispute about the Service, whether as to delay in delivery 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. If the Board considers it necessary so to do, it may refer the dispute to a "technically qualified person". The decision of the "technically qualified person" shall be final and binding upon both parties, and the expenses of such reference shall be paid by the party against whom the decision is given.

## 13. 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.

## 14. 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.

## 15. 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 Secretary to the Tender Board detailing Government Departments and Agencies together with total invoiced costs for which Cartage Service have been undertaken during the six month period.

## 16. Property Damage:

16.1 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 taking delivery of the goods.

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

## 17. Conditions of Labour:

17.1 The Contractor shall be held responsible for all Service required in the performance of the Contract. It is a condition of this Contract that the Contractor will pay to any person, whether employee, independent contractor, or by whatever title called, is 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. The provisions of this clause shall apply in like manner to any conditions of employment prescribed under any such Award.

17.2 If the Contractor fails to comply with the provisions of sub-clause 17.1, the Tender Board may, in addition to any other rights it has under this Contract, terminate the Contract forthwith.

17.3 The Contractor shall not, pursuant to sub-clause 17.1 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.

18. *Disclosure of Information:*

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

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

19. *Governing Law:*

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



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