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VICTORIA GOVERNMENT

GAZETTE

No. P 7 Monday, 14 May 1990

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PERIODICAL

STATE TENDER BOARD VICTORIA

SCHEDULE NO. 1/58

SUPPLY

AND

DELIVERY

OF

MOTOR VEHICLES (PASSENGER)

FOR

VICTORIAN STATE DEPARTMENTS

FROM

1 MAY 1990 TO 30 APRIL 1991

CONTRACTS ACCEPTED

(Series 1990-91)



Under these Contracts vehicles may be ordered for any State Government Department, or other State Government Instrumentality or Authority approved by the State Tender Board.

(Departments Only)

Motor vehicles not provided for under these Contracts or Contracts now current for Passenger Vehicles must be obtained in accordance with the provisions of Regulation 84 of the Treasury Regulations 1981 or under agreements entered into from time to time by the Tender Board.

J. M. Pawson
Secretary to the Tender Board

Schedule No. 1/58

SUPPLY AND DELIVERY OF MOTOR VEHICLES (PASSENGER)

Contracts: 1 May, 1990 to 30 April, 1991

Index of Schedules

Item No.	Description
1.	Sedan (Small)
2.	Hatchback (Small)
3.	Sedan (Medium)
4.	Sedan (Medium) Senior Executive Service
5.	Station Wagon (Medium)
6.	Sedan (Large)
7.	Station Wagon (Large)
8.	Sedan (Prestige)
9.	Sedan (Luxury)
10.	Sedan (Police Pursuit)

Specifications—All vehicles under contract comply with the minimum specification stipulated in the item description.

Desired Equipment Level:

In addition, all vehicles have the following desired equipment level unless otherwise stated:

- | | |
|--|---|
| 1. Band tinted laminated windscreen | 12. Reclining front bucket seats with head restraints |
| 2. Quartz halogen headlights | 13. Cloth seat trim |
| 3. Hazard warning lights | 14. Inertia Reel front seat belts |
| 4. Intermittent windscreen wipers | 15. Night/Day interior rear view mirror |
| 5. Rear wiper/washer (Wagon and Hatchback) | 16. Fan boosted heater/demister |
| 6. Left hand rearview mirror (Wagon and Hatchback) | 17. AM/FM radio |
| 7. Passenger assist handles | 18. Eye level stoplight |
| 8. Front and rear mudflaps | 19. Cigarette lighter |
| 9. Body side protection mouldings | 20. Carpeted floor area (except boot) |
| 10. Locking petrol cap or flap | 21. Steel belted radial tyres |
| 11. Basic tool kit (jack & wheel spanner) | 22. Spare wheel |
| | 23. Front disc brakes |

ORDERING PROCEDURES

FORD MOTOR COMPANY OF AUSTRALIA LTD—Contract No. 1990/91—283

ORDERING PROCEDURE:

Vehicles should be ordered directly on the authorised Ford dealer. A copy of the order must be forwarded to the Ford Motor Company, Southern Region Office, Private Bag 24, Campbellfield Post Office 3061, and marked Attention Fleet & Leasing Manager.

INVOICING PROCEDURE: Dealers will invoice direct.

PAYMENT OF ACCOUNTS:

Payment should be made directly to the Ford dealer within 30 days from receipt of invoice, provided the goods have been received and are acceptable.

DELIVERY TIME:

Maximum delivery time from receipt of order—12 working weeks.

DELIVERY CHARGES:

Included in contract rate.

PRICE PROTECTION:

Price ruling at date of order will apply, provided a copy of the order is received at, and accepted by the Ford Southern Region Office within seven days from the order date.

WARRANTY:

12 months/20000km.

MITSUBISHI MOTORS AUSTRALIA LTD—Contract No. 1990/91—285

ORDERING PROCEDURE:

Orders should be placed directly on any authorised Mitsubishi Dealer. A copy of the order must be directed to Mr. Colin McCoull, Fleet Sales Manager, Victorian Region, Mitsubishi Motors Australia Ltd, Private Bag 22, Post Office, Box Hill, Vic, 3128.

ORDERING PROCEDURES—continued

MITSUBISHI MOTORS AUSTRALIA LTD—Contract No. 1990/91—285—continued

INVOICING PROCEDURE: Invoices will be raised by Dealer on which order is placed.

PAYMENT OF ACCOUNTS:

Terms of payment are strictly within 30 days of delivery of vehicle. Payments should be directed to dealer on which order is placed.

DELIVERY TIME:

Maximum delivery time from receipt of order—60 days

DELIVERY CHARGES:

Included in contract rate.

PRICE PROTECTION:

Vehicles will be invoiced at contract rate ruling at date of order.

WARRANTY:

12 months/Unlimited Kms.

NISSAN MOTOR COMPANY (AUSTRALIA) PTY LTD—Contract No. 1990/91—286

ORDERING PROCEDURE:

Order to be placed with any authorised Nissan dealer. A copy of the order must be forwarded to Mr Phil Jobson—Fleet Manager, Nissan Australia, 169 Burwood Road, Hawthorn, Vic. 3122.

INVOICING PROCEDURE: Nissan dealers will invoice directly to ordering department.

PAYMENT OF ACCOUNTS:

Direct to Nissan dealer within 30 days from date of deliver

DELIVERY TIME:

Maximum delivery time from receipt of order—90 days.

DELIVERY CHARGES:

Included in contract rate.

PRICE PROTECTION: The price charged for vehicles on order will be the price ruling at the date of order placement, provided a copy of the order is received at and accepted by a duly authorised representative of Nissan Australia's Southern Regional Office within 10 days of date of order.

WARRANTY: 24 months/40000 km

TOYOTA MOTOR CORPORATION AUSTRALIA LIMITED—Contract No. 1990/91—287

ORDERING PROCEDURE:

Orders to be made out to: Government Fleet Department, Toyota Motor Corporation Australia Limited, 44 White Street, South Melbourne, Vic. 3205. Vehicle to be delivered through dealer nominated by Toyota Motor Corporation Australia Limited.

INVOICING PROCEDURE: Toyota Motor Corporation Australia Limited will invoice for the full amount less any trade-in where applicable. Where trade-in is involved, the purchaser is required to provide details to Toyota Motor Corporation Australia Limited using the form provided by Toyota.

PAYMENT OF ACCOUNTS:

Payment to Toyota Motor Corporation within 30 days of receipt of vehicle.

DELIVERY TIME:

Maximum delivery time from receipt of order—60 days

DELIVERY CHARGES:

Included in contract rate.

PRICE PROTECTION:

Vehicles will be invoiced at contract price ruling at time of order.

WARRANTY:

12 Months/20000km.

GENERAL MOTORS HOLDEN'S AUTOMOTIVE LIMITED—Contract No. 1990/91—284

ORDERING PROCEDURE:

Orders should be placed direct with Holden Dealers. A copy of the order must be forwarded to the Fleet Sales Manager, General Motors Holden's Automotive Limited, P.O. Box 161, Dandenong, 3175.

ORDERING PROCEDURES—continued

GENERAL MOTORS HOLDEN'S AUTOMOTIVE LIMITED—Contract No. 1990/91—284—continued

INVOICING PROCEDURE:

Dealers will invoice direct.

PAYMENT OF ACCOUNTS:

To the delivering Dealer within 30 days.

DELIVERY TIME:

Maximum delivery time from receipt of order—13 weeks (Police Pursuit Vehicles—17 weeks).

DELIVERY CHARGES:

Included in contract rate.

PRICE PROTECTION:

Vehicles shall be invoiced at the contract price ruling at date of the order provided the order is received and accepted by the contractor within seven days of the date of the order. Price protection shall apply to all orders except where delivery of the contract motor vehicle is delayed beyond 13 weeks from date of acceptance of order by circumstances outside the contractor's reasonable control including but not limited to:

- a) Delays in suppliers' deliveries to the contractor;
- b) Industrial disruptions at vehicle production plants; or
- c) Placement of an order by the purchaser less than 13 weeks prior to scheduled closedown of a vehicle production plant.

Departments etc. shall not place orders prior to 13 weeks before the required delivery date.

WARRANTY:

12 months/20000 km.

PURCHASING INFORMATION

Purchases (Departments Only)—Motor vehicles are to be purchased in accordance with instructions issued by the Director, Victorian Government Motor Vehicle Fleet as outlined in Standard Policies and Procedures Manual.

Rates—The rates tendered do not include sales tax and are subject to "rise and fall". Departments etc. shall be notified of all authorized variations.

Delivery Charges—Where applicable these are specified.

Optional Equipment—Details of optional equipment available but not included in the base cost of the vehicle are listed for each class of vehicle.

Dealers—Details of authorized vehicle dealers are available from the Director, Victorian Government Motor Vehicle Fleet.

Conditions of Contract—Extracts from the conditions of contract are shown below for the guidance of officers ordering and receiving vehicles. Full details are contained at the end of this publication:

1. The price of a contract motor vehicle shall include all equipment and services as specified in the specification hereto regardless of whether the extras specified are fitted by the Contractor or by a dealer. (Clause 4.3)
2. A contract motor vehicle supplied to a Purchaser shall be the current model. (Clause 6.1)
3. The compliance plate on a contract motor vehicle supplied to the Purchaser shall be dated not more than three (3) months prior to the date of delivery and without limiting the generality of the terms and conditions herein where the date exceeds three (3) months a Purchaser may seek an appropriate discount from the Contractor or may reject the vehicle. (Clause 6.2)
4. The Contractor shall give the Purchaser 48 hours notice of delivery of a contract motor vehicle to the specified address for delivery. (Clause 9.3)
5. The Contractor shall arrange for the dealer at no additional cost to the Purchaser to give the contract motor vehicle a thorough pre-delivery check in accordance with the instructions of the Contractor prior to delivery of the contract motor vehicle to the Purchaser. (Clause 9.7)
6. The Contractor shall provide to the Purchaser evidence to verify that the Contractor's pre-delivery checklist has been satisfactorily carried out. (Clause 9.8)
7. Where satisfactory evidence of the carrying out of pre-delivery check is not provided by the Contractor to the Purchaser, the Purchaser may refuse to accept the vehicle. (Clause 9.9)
8. The Contractor shall supply to the Purchaser not less than ten (10) litres of fuel in the fuel tank of the vehicle. (Clause 9.10)

PURCHASING INFORMATION—continued

9. The Contractor shall be responsible for the safe transport of the contract motor vehicle and for any damage occasioned to the contract motor vehicle during delivery to the Purchaser. (Clause 9.13)

10. 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 delivery of any contract motor vehicle or the performance of any service required under the contract. (Clause 20)

11. The Purchaser shall be deemed to have accepted a contract motor vehicle when an authorized officer intimates to the Contractor that it has accepted the contract motor vehicle or when after the lapse of thirty (30) days it retains the contract motor vehicle without intimating to the Contractor that it has rejected the contract motor vehicle. (Clause 10.1)

12. Except where otherwise stated in the order the Contractor shall register the contract motor vehicle prior to delivery in accordance with the instructions issued by the Purchaser and the Contractor shall be reimbursed by the Purchaser for the cost of registration. (Clause 11.1)

13. On site Police inspection fees in relation to contract motor vehicles shall not be charged to the Purchaser. (Clause 11.2)

14. The Contractor shall invoice the Purchaser for the expenses of registration at the time of delivery of the vehicle to the Purchaser together with satisfactory evidence that the sums claimed have been disbursed. (Clause 11.3)

Schedule No. 1/58

SUPPLY AND DELIVERY OF MOTOR VEHICLES (PASSENGER)

Item No.	Description	Rate	Contractor
		\$	
1	Sedan (Small), Four door, 5 Speed Manual Transmission, Engine Capacity not less than 1500cc or more than 1800cc.		
	A Toyota Corolla CS5		
	Model No. AE92-EMDFA (Manual)	9 990.00	} Toyota Motor Corporation Australia Limited
	Toyota Corolla CS5		
	Model No. AE92-EHDFA (Auto)	10 566.00	
	Optional Equipment		
	Integrated Air Conditioning	930.00	
	Power Steering	380.00	
	Standard Towing pack and Socket	160.00	
	B Nissan Vector GL		
	Model No. ZN13 Type FGL2 (Manual)	10 135.00	} Nissan Motor Company (Australia) Pty Ltd
	Model No. ZN13 Type AGL2 (Auto)	10 765.00	
	Optional Equipment		
	Automatic Transmission	630.00	
	Integrated Air Conditioning	1 020.00	
	Standard Towing Pack and Socket	160.00	
	Power Steering	N/A	
2	Hatch Back (Small), Five Door, 5 speed Manual Transmission, Engine Capacity not less than 1500cc or more than 1800cc.		
	A Toyota Corolla CS5		
	Model No. AE92-HMDFA (Manual)	9 810.00	} Toyota Motor Corporation Australia Limited
	Model No. AE92-HHDFA (Auto)	10 392.00	
	Optional Equipment		
	Integrated Air Conditioning	930.00	
	Power Steering	384.00	
	Standard Towing Pack and Socket	160.00	
	B Nissan Pulsar GL		
	Model No. FZN13 Type FGL2 (Manual)	10 044.00	} Nissan Motor Company (Australia) Pty Ltd
	Model No. FZN13 Type AGL2 (Auto)	10 674.00	
	Optional Equipment		
	Integrated Air Conditioning	1 020.00	
	Standard Towing Pack and Socket	160.00	
	Power Steering	N/A	

Schedule No. 1/58—continued

SUPPLY AND DELIVERY OF MOTOR VEHICLES (PASSENGER)—continued

Item No.	Description	Rate	Contractor
		\$	
3	Sedan (Medium), Four Door, Five Speed Manual Transmission, Engine Capacity not less than 1900cc or more than 3000cc.		
	A Toyota Camry SE5 (Manual)		
	Model No. SV22-EMBUB	10 666.00	} Toyota Motor Corporation Australia Limited
	Optional Equipment		
	Integrated Air Conditioning	975.00	
	Standard Towing Pack and Socket	160.00	
	Power Steering	N/A	
	B Mitsubishi Magna GLX		
	Model No. TP1H41 (Manual)	11 425.00	} Mitsubishi Motors Australia Ltd
	Model No. TP2H41 (Auto)	12 195.00	
	Optional Equipment		
	Integrated Air Conditioning	1 129.00	
	Standard Towing Pack and Socket	237.50	
	Police Pack	512.00	
	Power Steering	Std.	
4	Sedan (Medium), Senior Executive Service, Four Door, 5 Speed Manual Transmission, Engine Capacity not less than 1900cc or more than 3000cc.		
	A Mitsubishi Magna SE		
	Model No. TN3P41 (Manual)	13 487.00	} Mitsubishi Motors Australia Ltd
	Model No. TP4P41 (Auto)	14 256.00	
	Optional Equipment		
	Integrated Air Conditioning	1 129.00	
	Standard Towing Pack and Socket	237.50	
	Power Steering	Std.	
	B Toyota Camry CSX		
	Model No. SV21-EMEKB (Manual)	13 944.00	} Toyota Motor Corporation Australia Limited
	Model No. SV21-EPEKB (Auto)	14 752.00	
	Optional Equipment		
	Integrated Air Conditioning	975.00	
	Standard Towing Pack and Socket	160.00	
	Power Steering	Std.	
	C Nissan Pintara T		
	Model No. FCU12 Type FGXP (Manual)	13 981.00	} Nissan Motor Company (Australia) Pty Ltd
	Model No. FCU12 Type AGXP (Auto)	14 808.00	
	Optional Equipment		
	Integrated Air Conditioning	1 100.00	
	Standard Towing Pack and Socket	190.00	
	Power steering	Std.	
5	Station Wagon (Medium), Five Door, 5 Speed Manual Transmission, Engine Capacity not less than 1900cc or more than 3000cc.		
	A Toyota Camry SE5		
	Model No. SV22-WMBUB (Manual)	11 597.00	} Toyota Motor Corporation Australia Limited
	Optional Equipment		
	Integrated Air Conditioning	975.00	
	Standard Towing Pack and Socket	160.00	
	Power Steering	N/A	
	B Mitsubishi Magna GLX		
	Model No. TP1H45 (Manual)	12 201.00	} Mitsubishi Motors Australia Ltd
	Model No. TP2H45 (Auto)	12 970.00	
	Optional Equipment		
	Integrated Air Conditioning	1 129.00	
	Standard Towing Pack and Socket	237.50	
	Police Pack	512.00	
	Power Steering	Std.	

Schedule No. 1/58—continued

SUPPLY AND DELIVERY OF MOTOR VEHICLES (PASSENGER)—continued

Item No.	Description	Rate	Contractor
		\$	
6	Sedan (Large), Four Door, 5 Speed Manual Transmission, Power Steering, Engine Capacity not less than 3700cc.		
	A Falcon GL 3.9L (Manual)	14 743.00*	Ford Motor Company of Australia Limited
	(Auto)	15 090.00*	
	Optional Equipment		
	Integrated Air Conditioning	1 097.00	
	Standard Towing Pack and Socket	164.00	
	Limited Slip Differential	264.00	
	Police Pack	N/C	
	Metallic Paint	118.00	
	Goodyear NCT205 70H14 (Police only) (per set of 5)	130.00	
	Delete Radio (Police only) (Credit)	(106.00)	
	Heavy Duty Suspension	141.00	
	B Commodore VN 3.8L		General Motors Holden's Automotive Limited
	Model 8VK19 115 (Manual)	14 822.00	
	Model 8VK19 114 (Auto)	15 160.00	
	Optional Equipment		
	Integrated Air Conditioning	1 040.00	
	Standard Towing Pack and Socket	230.00	
	Limited Slip Differential	234.00	
	Police Pack	615.00	
	Country Pack Suspension	150.00	
	Metallic Paint	119.00	
7	Station Wagon (Large), Five Door, 5 Speed Manual Transmission, Power Steering, Engine Capacity not less than 3700cc.		
	A Falcon GL 3.9L (Manual)	15 699.00*	Ford Motor Company of Australia Limited
	(Auto)	16 046.00*	
	Optional Equipment		
	Integrated Air Conditioning	1 097.00	
	Standard Towing Pack and Socket	164.00	
	Limited Slip Differential	264.00	
	Police Pack	N/C	
	Metallic Paint	118.00	
	Goodyear NCT205 70H14 (Police only) (per set of 5)	67.00	
	Delete Radio (Police only) (Credit)	(106.00)	
	Heavy Duty Suspension	141.00	
	B Commodore VN 3.8L		General Motors Holden's Automotive Limited
	Model No. 8VK35 115 (Manual)	15 739.00	
	Model No. 8VK35 114 (Auto)	16 077.00	
	Optional Equipment		
	Integrated Air Conditioning	1 040.00	
	Standard Towing Pack and Socket	230.00	
	Limited Slip Differential	234.00	
	Police Pack	656.00	
	Country Pack Suspension	150.00	
	Metallic Paint	119.00	

* Deviation from desired equipment level: No passenger assist handles

Schedule No. 1/58—continued

SUPPLY AND DELIVERY OF MOTOR VEHICLES (PASSENGER)—continued

Item No.	Description	Rate	Contractor
		\$	
8	Sedan (Prestige), Four Door, Automatic Transmission, Air Conditioning, Power Steering, Engine Capacity not less than 2500cc.		
	A Nissan Skyline GXE		
	Model No. CJR31 Type AGXE3	16 542.00	} Nissan Motor Company of (Australia) Pty Ltd
	Optional Equipment		
	Standard Towing Pack and Socket	190.00	
	B Commodore Berlina		
	Model No. 8VL19 214	18 208.00	} General Motors Holden's Automotive Limited
	Optional Equipment		
	Standard Towing Pack and Socket	230.00	
	C Ford Fairmont	18 210.00	} Ford Motor Company of Australia Limited
	Optional Equipment		
	Standard Towing Pack and Socket	164.00	
9	Sedan (Luxury), Four Door, Automatic Transmission, Air Conditioning, Power Steering, Engine Capacity not less than 2500cc.		
	A Mitsubishi Magna Elite		
	Model No. TP4X41	18 963.00	} Mitsubishi Motors Australia Ltd
	Optional Equipment		
	Standard Towing Pack and Socket	237.50	
	B Nissan Skyline TI		
	Model No. CJR31 Type AT13	20 135.00	} Nissan Motor Company (Australia) Pty Ltd
	Optional Equipment		
	Standard Towing Pack and Socket	190.00	
	C Holden VN Calais		
	Model No. 8VK19 314	22 526.00	} General Motors Holden's Automotive Limited
	Optional Equipment		
	Standard Towing Pack and Socket	230.00	
	D Ford Fairmont Ghia	23 269.00	} Ford Motor Company of Australia Ltd
	Optional Equipment		
	Standard Towing Pack and Socket	164.00	
	E Ford Fairlane	25 200.00	}
	Optional Equipment		
	Standard Towing Pack and Socket	163.00	
10	Sedan, Four Door, Manual Transmission, Air-Conditioned, in accordance with the specifications for Victoria Police Pursuit Vehicles.		
	A Commodore VNV8 Pursuit Sedan		} General Motors Holden's Automotive Limited
	Model No. 8VK19 BTI	18 523.00	

Approved—Tom Roper—Treasurer—9 April 1990

STATE TENDER BOARD
CONDITIONS OF CONTRACT

FOR THE SUPPLY AND DELIVERY OF MOTOR VEHICLES (PASSENGER)

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 Stores or the price of the Stores as varied by the Board in accordance with these Conditions of Contract for Motor Vehicles (Passenger).
- 1.4 "Contract Motor Vehicle" means the motor vehicle specified in the contract.
- 1.5 "Contractor" means the party specified in the contract as the "Contractor".
- 1.6 "Order" means a requirement in writing from the Purchaser to supply any of the stores which are subject to the Contract.
- 1.7 "Month" shall mean calendar month.
- 1.8 "Dealer" means a person nominated by the Contractor in his tender pursuant to sub-clauses 12.3 and 14.1 of the "Conditions of Tender".
- 1.9 "Person" shall include a corporation.
- 1.10 "Schedule" means the Schedule (of which these conditions form part of) to the contract.
- 1.11 "Purchaser" includes the Crown in right of the State of Victoria and any State Government Instrumentality or State Government Authority approved by the Board.
- 1.12 "Stores" means goods, supplies and requisitions and where the context so admits or requires, services.
- 1.13 Masculine gender shall be deemed and taken to include females, and the singular to include the plural, and the plural the singular.

2. DESCRIPTION OF MOTOR VEHICLES:

- 2.1 A Contract Motor Vehicle shall comply with the Australian Standard Specification and Australian Design Rules, save as provided in the specifications hereto.
2. A Contract Motor Vehicle shall comply with the specifications hereto.

3. SUPPLY OF MOTOR VEHICLES:

- 3.1 During the contract period a Contract Motor Vehicle may be ordered by:
- (a) any State Government Department; or
 - (b) any State Government Instrumentality approved by the Board;
- and shall be supplied by the Contractor or Dealer as the case may be in accordance with the terms and conditions herein.
- 3.2 Where the Contractor nominates a Dealer to supply, sell and deliver Contract Motor Vehicles during the contract period on its behalf the Dealer shall for all purposes be deemed to act as the agent of the Contractor.

4 PRICE:

- 4.1 A Contract Motor Vehicle and accessories shall be supplied by the Contractor to the Purchaser at the price specified by the Contractor in its tender.
- 4.2 The price at which a Contract Motor Vehicle shall be sold to a Purchaser shall be the Contract Price applying at the date of the placement of the Order by the Purchaser.
- 4.3 The price of a Contract Motor Vehicle shall include all equipment and services as specified in the specification hereto regardless of whether the extras specified are fitted by the Contractor or by a Dealer.
- 4.4 A Purchaser may order and acquire any option offered by the Contractor but not included in its accepted tender, at the same discount as specified by a Contractor for the options referred to in the schedules hereto.

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 of a Contract Motor Vehicle in his tender no variation in the 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 price of the Contract Motor Vehicle in whole or in part.
- 5.3 The submission by a Contractor of a price variation circular to the Board shall not be accepted by the Board as sufficient application for the purpose of Clause 5.2.
- 5.4 An application by a Contractor for a variation in the price of a Contract Motor Vehicle shall be supported by all necessary documents verifying the cost variations and other matters relied on.
- 5.5 The Board may make such inquiries 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 price of a Contract Motor Vehicle is approved by the Board the variation shall take effect 14 days from the date of application for variation, 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.
- 5.7 Notwithstanding the foregoing the Board may in its absolute discretion grant or refuse a claim for a price variation in whole or in part.
- 5.8 The Board may if it sees fit terminate this supply contract upon an application for a price variation.
- 5.9 The Board shall not publish details of an approved variation in price of a Contract Motor Vehicle prior to the effective date.

6. DATE OF MANUFACTURE:

- 6.1 A Contract Motor Vehicle supplied to a Purchaser shall be the current model.

CONDITIONS OF CONTRACT—*continued*

6.2 The compliance plate on a Contract Motor Vehicle supplied to the Purchaser shall be dated not more than three (3) months prior to the date of delivery and without limiting the generality of the terms and conditions herein where the date exceeds three (3) months a Purchaser may seek an appropriate discount from the Contractor or may reject the vehicle/s.

7. CHANGE OF MODEL OR VEHICLE SPECIFICATION:

7.1 The Contractor shall state its ability to give prior written notice to the Board in the event of any model or specification change that may take place during the contract period and the time in which such notice shall be given.

7.2 Where a specification change occurs in a Contract Motor Vehicle the Contractor shall advise the Board by letter specifying the changes of significance to the vehicle operator including changes in engine capacity power and types.

7.3 A submission of a Contractor's brochure will not be accepted by the Board as sufficient notification in writing.

7.4 The Board may in its absolute discretion approve and accept a change in specification of a Contract Motor Vehicle. The Board may if it sees fit terminate any supply contract upon a notification of a change in specification of a Contract Motor Vehicle.

8. ORDERING OF VEHICLES:

8.1 Except where definite quantities are specified the Purchaser shall not be bound to order from the contractor all the motor vehicles enumerated in the Schedule, but only those 277 motor vehicles, and such quantities of those motor vehicles as it may be found necessary to order.

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

8.3 The purchaser reserves the right to purchase otherwise than from the Contractor any of the items enumerated in the Schedule, the purchase of which is, in the opinion of the Board, necessary in order to meet special circumstances or special requirements.

9 DELIVERY OF VEHICLES:

9.1 Transportation, delivery charges, pre-delivery charges or related costs shall not be charged to the Purchaser by the Contractor or Dealer.

9.2 The Contractor shall deliver to the Purchaser not less than two complete sets of keys for the Contract Motor Vehicle.

9.3 The Contractor shall give the Purchaser 48 hours notice of delivery of a Contract Motor Vehicle to the specified address for delivery.

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

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

9.6 Where the Contractor refuses to deliver a Contract Motor Vehicle in response to an Order issued by the Purchaser, the Board may terminate the contract.

9.7 The Contractor shall arrange for the Dealer at no additional cost to the Purchaser to give the Contract Motor Vehicle a thorough pre-delivery check in accordance with the instructions of the Contractor prior to delivery of the Contract Motor Vehicle to the Purchaser.

9.8 The Contractor shall provide to the Purchaser evidence to verify that the Contractor's pre-delivery checklist has been satisfactorily carried out.

9.9 Where satisfactory evidence of the carrying out of a pre-delivery check is not provided by the Contractor to the Purchaser, the Purchaser may refuse to accept the Contract Motor Vehicle.

9.10 The Contractor shall supply to the Purchaser not less than ten litres of fuel in the fuel tank of a Contract Motor Vehicle.

9.11 A Contract Motor Vehicle may only be accepted by a duly authorised officer of the Purchaser.

9.12 Where delivery of a Contract Motor Vehicle is delayed for more than thirty (30) days after the delivery date specified in the order, the Purchaser may cancel the Order.

9.13 The Contractor shall be responsible for the safe transport of the Contract Motor Vehicle and for any damage occasioned to the Contract Motor Vehicle during delivery to the Purchaser.

10. ACCEPTANCE OF VEHICLES:

10.1 The Purchaser shall be deemed to have accepted a Contract Motor Vehicle when an authorised officer intimates to the Contractor that it has accepted the Contract Motor Vehicle or when after the lapse of thirty (30) days it retains the Contract Motor Vehicle without intimating to the Contractor that it has rejected the Contract Motor Vehicle.

10.2 The Purchaser may reject a Contract Motor Vehicle which does not comply with the terms and conditions of this Contract or where there is a breach of warranty or a condition by the Contractor.

10.3 Property shall not pass in a Contract Motor Vehicle until it has been accepted by the Purchaser.

11. REGISTRATION OF NEW VEHICLES:

11.1 Except where otherwise stated in the Order the Contractor shall register the Contract Motor Vehicle prior to delivery in accordance with the instructions issued by the Purchaser and the Contractor shall be reimbursed by the Purchaser for the cost of registration.

11.2 The Contractor shall invoice the Purchaser for the expenses of registration at the time of the delivery of the vehicle to the Purchaser together with satisfactory evidence that the sums claimed have been disbursed.

12. PAYMENTS:

12.1 The Purchaser shall pay for a Contract Motor Vehicle in accordance with the terms of payment specified by the Contractor in his tender.

CONDITIONS OF CONTRACT—*continued*

12.2 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 goods have been received or services rendered prior to the receipt of the invoice.

Where goods are received or services rendered after a correctly rendered invoice is received, payment will be scheduled to occur no later than 30 days after the end of the month in which the goods were received or the services were rendered."

13. SPARE PARTS AVAILABILITY:

13.1 The Contractor shall maintain in the State of Victoria full stocks of replacement parts to service the Contract Motor Vehicle.

13.2 Where the Contractor fails to satisfy the requirements of clause 13.1 the Board may terminate the Contract.

14. BANKRUPTCY ETC. OF CONTRACTOR:

Where a Contractor:

14.1 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

14.2 being an individual becomes bankrupt; or

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

14.4 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.

15. TERMINATION:

15.1 Should the Contractor fail to comply with any of these Conditions of Contract for Motor Vehicles (Passenger), 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 in accordance with the following provisions—

15.1.1 all Orders by Purchasers received by the Contractor after termination shall be returned to the Purchaser;

15.1.2 all Orders received by the Contractor prior to the notice of termination shall be completed in accordance with these Conditions of Contract for Motor Vehicles, special conditions and the specifications relating thereto.

15.2 All damages and expenses incurred under or by virtue of the provisions of Condition 14 or Condition 15.1 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 of Victoria and may be recovered from the Contractor in any Court of competent jurisdiction.

16. DISPUTES:

Any dispute about the Contract Motor Vehicle, whether as to type, quantity, quality, 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 to a 'technically qualified person' any Contract Motor Vehicle the Purchaser considers to be not in accordance with the Contract. The decision of '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.

17. SERVICE OF NOTICES:

Any notice, consent or 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.

18. SECURITY:

Where the 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.

19. 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 sales of Contract Motor Vehicles made to Purchasers during the six month period.

CONDITIONS OF CONTRACT—*continued*

20. 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 delivery of any Contract Motor Vehicle or the performance of any service required under the Contract.

21. 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 rele-

vant award of the State Conciliation and Arbitration Board or Industrial Relations Commission of Victoria.

22. DISCLOSURE OF INFORMATION:

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

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

23. GOVERNING LAW:

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

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