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VICTORIA GOVERNMENT

# GAZETTE

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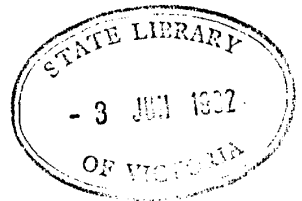
PERIODICAL

STATE TENDER BOARD VICTORIA

CONTRACTS ACCEPTED

(SERIES 1992-93)

SCHEDULE NO. 1/58



## SUPPLY AND DELIVERY

OF

## MOTOR VEHICLES (PASSENGER)

FOR

VICTORIAN STATE DEPARTMENTS

FROM

1 MAY 1992 TO 30 APRIL 1993

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.

N L JORDAN  
*Secretary to the Tender Board*

**SUPPLY AND DELIVERY OF MOTOR VEHICLES (PASSENGER)**

Contracts: 1 May 1992 to 30 April 1993

## Index of Item Nos.

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4.	Sedan (Small) Senior Executive Service Four door, Automatic Transmission
5.	Hatch Back (Small) Five door, Manual Transmission
6.	Hatch Back (Small) Five door, Automatic Transmission
7.	Hatch Back (Small) Senior Executive Service Five door, Manual Transmission
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9.	Sedan (Medium) Four door, Manual Transmission
10.	Sedan (Medium) Four door, Automatic Transmission
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18.	Station Wagon (Large) Five door, Automatic Transmission
19.	Sedan (Prestige) Four door, Automatic Transmission
20.	Sedan (Luxury) Four door, Automatic Transmission
21.	Sedan (Police Pursuit) Four door, Manual Transmission
22.	Sedan (Police Pursuit) Four door, Automatic Transmission

**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                   | 13. Cloth seat trim                     |
| 2. Quartz halogen headlights                          | 14. Inertia Reel front seat belts       |
| 3. Hazard warning lights                              | 15. Night/day interior rear view mirror |
| 4. Intermittent windscreen wipers                     | 16. Fan boosted heater/demister         |
| 5. Rear wiper/washer (Wagon and Hatchback)            | 17. AM/FM radio/cassette                |
| 6. Left hand rearview mirror                          | 18. Eye level stoplight                 |
| 7. Passenger assist handles                           | 19. Cigarette lighter                   |
| 8. Front and rear mud flaps                           | 20. Carpeted floor area (except boot)   |
| 9. Body side protection mouldings                     | 21. Steel belted radial tyres           |
| 10. Locking petrol cap or flap                        | 22. Spare wheel                         |
| 11. Basic tool kit (jack & wheel spanner)             | 23. Front disc brakes                   |
| 12. Reclining front bucket seats with head restraints | 24. Driver's Lumbar Support             |
|   | 25. Safety Screen (Wagons)              |

**ORDERING PROCEDURES**

**1. FORD MOTOR COMPANY OF AUSTRALIA LTD – Contract No. 1992/93 – 472**

*Ordering Procedure:*

Vehicles are to be ordered directly from any 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 is to 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 the order is received within seven days from the order date.

*Warranty:*

24 months/40000km.

**2. MITSUBISHI MOTORS AUSTRALIA LTD – Contract No. 1992/93 – 474**

*Ordering Procedure:*

Orders are to be placed directly on any authorised Mitsubishi Dealer. A copy of the order must be forwarded to Mr. Colin McCoull, Regional Fleet Sales Manager – Victoria, Mitsubishi Motors Australia Ltd, Private Bag 22, Box Hill, Vic, 3128.

*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/acceptance of vehicle. Payments should be directed to dealer on which order is placed.

*Delivery Time:*

Maximum delivery time from receipt of order - 120 days.

*Delivery Charges:*

Included in contract rate.

*Price Protection:*

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

*Warranty:*

24 months/40000kms.

**ORDERING PROCEDURES – continued**

**3. TOYOTA MOTOR CORPORATION AUSTRALIA LIMITED –  
Contract No. 1992/93 –475**

*Ordering Procedure:*

Vehicles to be ordered directly on any authorised Toyota Dealer. A copy of the order must be forwarded to the Government Fleet Sales Manager, Toyota Motor Corporation Australia Limited, 44 White Street, South Melbourne, Victoria, 3205.

*Invoicing Procedure:*

Dealers will invoice direct.

*Payment of Accounts:*

Payments are to be made to the Toyota dealer on which the order was placed strictly within 30 days of the delivery of the vehicle.

*Delivery Time:*

Maximum delivery time from receipt of order - 90 days

*Delivery Charges:*

Included in contract rate.

*Price Protection:*

Vehicles will be invoiced at contract price ruling at date of acceptance of order.

*Warranty:*

24 Months/40000km.

**4. GENERAL MOTORS –HOLDEN'S AUTOMOTIVE LIMITED –  
Contract No. 1992/93 – 473**

*Ordering Procedure:*

Orders are to be placed direct with Holden Dealers. A copy of the order must be forwarded to the Fleet Sales Manager, General Motors-Holden's Automotive Ltd, P O Box 161, Dandenong, 3175. The date of receipt of order will be the date the firm order is placed with the Dealer.

*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 - 12 weeks (Police Pursuit – 16 weeks).

*Delivery Charges:*

Included in contract rate.

**ORDERING PROCEDURES - continued**

**4. GENERAL MOTORS-HOLDEN'S AUTOMOTIVE LIMITED -  
Contract No. 1992/93 - 473 - continued**

**Price Protection:**

Vehicles shall be invoiced at the contract price ruling at date of receipt of order by the Dealer.

Price protection shall apply to all orders received as from the date of acceptance of those orders by the Contractor until delivery ex plant except where delivery of the order is delayed beyond thirteen (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:**

24 months/40000 km.

**ACCESS TO CONTRACTS**

These contracts apply to those departments/agencies as per the Victorian Government Motor Vehicle Fleet (Vicfleet) list of purchasing organisations as at April 1992.

For other arms of Government not bound by the terms of these contracts, all Contractors have indicated that preferential pricing is available. In this regard respective dealers should be approached directly.

**COMMISSION**

Contract rates provide for the payment of a commission to the State Supply Service.

**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)
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. 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 11.2)

STATE TENDER BOARD OF VICTORIA

CONDITIONS OF CONTRACT FOR 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 13.3 and 15.1 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.
  - 2.2 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; or
  - (c) any State Government Authority 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. COMMISSION :

- 4.1 With the commercialisation of government services, it is necessary for costs to be recovered from clients. It is proposed to recover these costs through the Contractors.
- 4.2 The Contractor shall pay to the State Supply Service commission at the rate of \$25 per vehicle supplied in respect of official orders placed under the contract.
- 4.3 The Contractor shall pay the commission within one calendar month from the conclusion of each Payment Period within which the invoice is issued.
- 4.4 "Payment Period" is defined as each period of three (3) calendar months commencing from the first day of the contract. If the contract is terminated prior to the conclusion of a three (3) calendar month period, the Payment Period shall be deemed as commencing from the end of the preceding Payment Period to the date of termination.
- 4.5 Payment shall be by means of a cheque payable to State Supply Service and forwarded to the Manager, State Supply Service, 23 St Andrews Place, East Melbourne 3002.

**CONDITIONS OF CONTRACT FOR SUPPLY AND DELIVERY OF MOTOR VEHICLES  
(PASSENGER).**

**4. COMMISSION - continued**

4.6 The Contractor shall maintain a system for the capture of orders placed in accordance with the Contract and invoices issued in response to orders received.

4.7 Each payment shall be accompanied by :

- (a) a report which relates to the relevant Payment Period and which includes the following information :
  - (i) purchasers order numbers;
  - (ii) purchasers invoiced by the Contractor;
  - (iii) the item number and the quantity as per the Schedule (1/58); and
  - (iv) the amount the purchaser is liable to pay in respect of the items invoiced.

- (b) a Statutory Declaration in the form set out at Schedule A.

4.8 The Contractor shall, within one calendar month after the conclusion of every four (4) Payment Periods provide to the State Supply Service a report prepared by the contractor's chief accounting officer, or an independent auditor's certificate, confirming the accuracy of all reports submitted for the preceding four (4) Payment Periods.

4.9 The State Supply Service may take such measures as are reasonable in all the circumstances (including the appointment of an auditor) to verify the amount of commission due to the State Supply Service.

4.10 The Contractor shall, while the Contract is in force, and for a 12 month period after the Contract has expired, or, if this Contract is terminated before that time, for a period of 12 months from the date the Contract was terminated, keep secure all relevant documents and supporting materials and give any auditor appointed by the State Supply Service access at all reasonable times to those documents and supporting materials.

4.11 A breach by the Contractor of this clause shall be considered a breach of the Contract which shall entitle the State Tender Board on the recommendation of the State Supply Service to terminate the Contract without prejudice to the right of the State of Victoria to recover from the Contractor any sums payable to the State Supply Service under the Contract or otherwise, or the right of the State of Victoria to deduct those sums from any money that may be or become payable by the State of Victoria to the Contractor on any other account.

**5. PRICE :**

5.1 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.

5.2 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.

5.3 The price of a Contract Motor Vehicle shall include all equipment and services as specified in the specification hereto regardless whether the extras specified are fitted by the Contractor or by a Dealer.

5.4 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.

**6. PRICE VARIATIONS :**

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

6.2 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 variation in the price of the Contract Motor Vehicle in whole or in part.



**CONDITIONS OF CONTRACT FOR SUPPLY AND DELIVERY OF MOTOR VEHICLES (PASSENGER).**

**PRICE VARIATIONS – continued**

6.3 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 6.2.

6.4 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.

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

6.6 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.

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

6.8 The Board may if it sees fit terminate this supply contract upon an application for a price variation.

6.9 The Board shall not publish details of an approved variation in price of a Contract Motor Vehicle prior to the effective date.

**7. DATE OF MANUFACTURE :**

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

7.2 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.

**8. CHANGE OF MODEL OR VEHICLE**

**SPECIFICATION :**

8.1 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.

8.2 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.

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

8.4 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.

**9. ORDERING OF VEHICLES :**

9.1 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 motor vehicles, and such quantities of those motor vehicles as it may be found necessary to order.

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

9.3 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.

**10. DELIVERY OF VEHICLES :**

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

**CONDITIONS OF CONTRACT FOR SUPPLY AND DELIVERY OF MOTOR VEHICLES  
(PASSENGER).**

**10. DELIVERY OF VEHICLES – continued**

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

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

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

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

10.6 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.

10.7 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.

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

10.9 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.

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

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

10.12 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. 10.13 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.

**11. ACCEPTANCE OF VEHICLES :**

11.1 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 the Contractor that it has rejected the Contract Motor Vehicle.

11.2 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.

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

**12. REGISTRATION OF NEW VEHICLES :**

12.1 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.

12.2 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.

**13. PAYMENTS :**

13.1 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 FOR SUPPLY AND DELIVERY OF MOTOR VEHICLES  
(PASSENGER).**

**13. PAYMENTS – continued**

13.2 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."

**14. SPARE PARTS AVAILABILITY :**

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

14.2 Where the Contractor fails to satisfy the requirements of clause 14.1 the Board may terminate the Contract.

**15. BANKRUPTCY ETC. OF CONTRACTOR :**

Where a Contractor :

15.1 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

15.2 being an individual becomes bankrupt;  
or

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

15.4 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.

**16. TERMINATION :**

16.1 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:

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

16.1.2 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.

**CONDITIONS OF CONTRACT FOR SUPPLY AND DELIVERY OF MOTOR VEHICLES  
(PASSENGER).**

**16. TERMINATION – continued**

16.2 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.

**17. 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.

**18. 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.

**19. 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.

**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 relevant 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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## STATE TENDER BOARD

## CONTRACTS ACCEPTED

Schedule No. 1/58

## SUPPLY AND DELIVERY OF MOTOR VEHICLES (PASSENGER)

Period: 1 May 1992 to 30 April 1993

Cat. No.	Item No.	Description	Rate	Contractor
			\$	
942	1.0	Automobile, Sedan Small: 4 Door: 1500cc to 1800cc: 5 Speed <i>Manual</i>		
		'COROLLA SE AE92-EMRUB' <i>Options</i>	10,727.00 #	Toyota Motor Corporation Australia Limited
		Air Conditioning	1,059.00	
		Standard Towing Pack and Socket	200.00	
		Metallic Paint	87.00	
2689	2.0	Automobile, Sedan Small: 4 Door: 1500cc to 1800cc: <i>Automatic</i>		
		'COROLLA SE AE92-EHRUB' <i>Options</i>	11,379.00 #	Toyota Motor Corporation Australia Limited
		Air Conditioning	1,059.00	
		Standard Towing Pack and Socket	200.00	
		Metallic Paint	87.00	
2924	3.0	Automobile, Sedan Small: 4 Door: 1500cc to 1800cc: 5 Speed <i>Manual</i> Power Steering, Four Wheel Disc Brakes, Senior Executive Service		
		'COROLLA CSI AE94-EMDKB' <i>Options</i>	11,696.00 -	Toyota Motor Corporation Australia Limited
		Air Conditioning	1,059.00	
		Standard Towing Pack and Socket	200.00	
		Metallic Paint	87.00	

# Deviation from desired equipment level—drivers lumbar support and cassette player not available.

- Deviation from desired equipment level—drivers lumbar support not available

Cat. No.	Item No.	Description	Rate	Contractor
			\$	
2925	4.0	Automobile, Sedan Small: 4 Door: 1500cc to 1800cc: <i>Automatic Power Steering, Four Wheel Disc Brakes, Senior Executive Service</i>		
		'COROLLA CSI AE94-EPDKB'	12,552.00 -	Toyota Motor Corporation Australia Limited
		<i>Options</i>		
		Air Conditioning	1,059.00	
		Standard Towing Pack and Socket	200.00	
		'COROLLA ULTIMA AE94-EPNKB'	14,259.00	
		<i>Options</i>		
		Air Conditioning	1,059.00	
		Standard Towing Pack and Socket	200.00	
943	5.0	Automobile, Sedan Small: Hatchback: 5 Door: 1500cc to 1800cc: 5 Speed <i>Manual</i>		
		'COROLLA HATCH SE AE92-HMRUB'	10,603.00 #	Toyota Motor Corporation Australia Limited
		<i>Options</i>		
		Air Conditioning	1,059.00	
		Standard Towing Pack and Socket	200.00	
		Metallic Paint	87.00	
2690	6.0	Automobile, Sedan Small: Hatchback: 5 Door: 1500cc to 1800cc: <i>Automatic</i>		
		'COROLLA HATCH SE AE92-HHRUB'	11,255.00 #	Toyota Motor Corporation Australia Limited
		<i>Options</i>		
		Air Conditioning	1,059.00	
		Standard Towing Pack and Socket	200.00	
		Metallic Paint	87.00	

- Deviation from desired equipment level—drivers lumbar support not available.

# Deviation from desired equipment level—drivers lumbar support and cassette player not available.

Cat. No.	Item No.	Description	Rate	Contractor
			\$	
2926	7.0	Automobile, Sedan Small: Hatchback: 5 Door: 1500cc to 1800cc: 5 Speed <i>Manual</i> : Power Steering, Four Wheel Disc Brakes, Senior Executive Service		
		'COROLLA SECA CSI AE94-LMDKB'	12,161.00 -	Toyota Motor Corporation Australia Limited
		<i>Options</i>		
		Air Conditioning	1,059.00	
		Tow Pack and Socket	200.00	
		Metallic Paint	87.00	
		'COROLLA SECA ULTIMA AE94-LMNKB'	14,352.00	Toyota Motor Corporation Australia Limited
		<i>Options</i>		
		Air Conditioning	1,059.00	
		Tow Pack and Socket	200.00	
		'LASER GHIA HATCH 1.8L	15,573.00	Ford Motor Company of Australia Limited
		<i>Options</i>		
		Air Conditioning	992.00	
		Metallic Paint	N/C	
2927	8.0	Automobile, Sedan Small: Hatchback: 5 Door: 1500cc to 1800cc: <i>Automatic</i> Power Steering, Four Wheel Disc Brakes, Senior Executive Service		
		'COROLLA SECA CSI AE94-LPDKB'	13,018.00 -	Toyota Motor Corporation Australia Limited
		<i>Options</i>		
		Air Conditioning	1,059.00	
		Tow Pack and Socket	200.00	
		Metallic Paint	87.00	

- Deviation from desired equipment level—drivers lumbar support not available

Cat. No.	Item No.	Description	Rate	Contractor
			\$	
2927	8.0	Automobile, Sedan Small: Hatchback: 5 Door: 1500cc to 1800cc: <i>Automatic</i> Power Steering, Four Wheel Disc Brakes, Senior Executive Service – continued		
		'COROLLA SECA ULTIMA AE94-LPNKB'	15,209.00	Toyota Motor Corporation Australia Limited
		<i>Options</i>		
		Air Conditioning	1,059.00	
		Tow Pack and Socket	200.00	
		'LASER GHIA HATCH 1.8L'	16,724.00	Ford Motor Company of Australia Limited
		<i>Options</i>		
		Air Conditioning	992.00	
		Metallic Paint	N/C	
944	9.0	Automobile, Sedan Medium: 4 Door: 1900cc to 3000cc: 5 Speed <i>Manual</i>		
		'CAMRY SE SV21-EMBKC'	12,852.00 -	Toyota Motor Corporation Australia Limited
		<i>Options</i>		
		Air Conditioning	1,109.00	
		Standard Towing Pack and Socket	200.00	
		Metallic Paint	95.00	
		'MAGNA GLX TRIH41'	13,663.00	Mitsubishi Motors Australia Ltd
		<i>Options</i>		
		Air Conditioning	1,265.00	
		Standard Towing Pack and Socket	295.00	
		Metallic Paint	94.00	
		Pearlescant Paint	115.00	
		Seat Height Adjuster	84.00	

- Deviation from desired equipment level—drivers lumbar support not available.



Cat. No.	Item No.	Description	Rate	Contractor
			\$	
2691	10.0	Automobile, Sedan Medium: 4 Door: 1900cc to 3000cc: Automatic		
		'CAMRY SE EXECUTIVE SV21-EPNKC'	13,829.00 -	Toyota Motor Corporation Australia Limited
		<i>Options</i>		
		Air Conditioning	1,109.00	
		Tow Pack and Socket	200.00	
		Metallic Paint	95.00	
		'MAGNA GLX TR2H41'	14,684.00	Mitsubishi Motors Australia Ltd
		<i>Options</i>		
		Air Conditioning	1,265.00	
		Standard Towing Pack and Socket	295.00	
		Metallic Paint	94.00	
		Pearlescant Paint	115.00	
		Seat Height Adjuster	84.00	
945	11.0	Automobile, Sedan Medium: 4 Door: 1900cc to 3000cc: 5 Speed <i>Manual</i> : Senior Executive Service		
		'CAMRY CSI SV21-EMDKC'	13,569.00	Toyota Motor Corporation Australia Limited
		<i>Options</i>		
		Airconditioning	1,109.00	
		Tow Pack & Socket	200.00	
		Metallic Paint	95.00	
		'APOLLO GS 8JM19-725'	14,535.00	General Motors- Holden's Automotive Limited
		<i>Options</i>		
		Airconditioning	1,300.00	
		Tow Pack & Socket	169.00	
		'MAGNA SE TR3P41'	16,588.00	Mitsubishi Motors Australia Ltd
		<i>Options</i>		
		Tow Pack and Socket	295.00	
		Luxury Pack	1,236.00	

- Deviation from desired equipment level-drivers lumbar support not available.

Cat. No.	Item No.	Description	Rate	Contractor
			\$	
2692	12.0	Automobile, Sedan Medium: 4 Door: 1900cc to 3000cc: <i>Automatic: Senior Executive Service</i>		
		'CAMRY CSI SV21-EPDKC' <i>Options</i>	14,368.00	Toyota Motor Corporation Australia Limited
		Airconditioning	1,109.00	
		Tow Pack & Socket	200.00	
		Metallic Paint	95.00	
		'APOLLO GS 8JM19-724' <i>Options</i>	15,377.00	General Motors- Holden's Automotive Limited
		Air Conditioning	1,300.00	
		Tow Pack & Socket	169.00	
		'MAGNA SE TR4P41 ' <i>Options</i>	17,499.00	Mitsubishi Motors Australia Ltd
		Air Conditioning	Std	
		Standard Towing Pack and Socket	295.00	
		Luxury Pack	1,236.00	
950	13.0	Automobile, Station Wagon Medium: 5 Door: 1900cc to 3000cc: <i>5 Speed Manual</i>		
		'CAMRY SE SV21-WMBKC' <i>Options</i>	14,000.00 ^ -	Toyota Motor Corporation Australia Limited
		Air Conditioning	1,109.00	
		Tow Pack & Socket	200.00	
		Metallic Paint	95.00	
		'MAGNA GLX TR1H45 ' <i>Options</i>	15,048.00 ^	Mitsubishi Motors Australia Ltd
		Air Conditioning	1,265.00	
		Standard Towing Pack and Socket	295.00	
		Metallic Paint	94.00	
		Pearlescent Paint	115.00	
		Seat Height Adjuster	84.00	

- Deviation from desired equipment level-drivers lumbar support not available.

^ Includes cost of safety screen.

Cat. No.	Item No.	Description	Rate	Contractor
			\$	
2695	14.0	Automobile, Station Wagon Medium: 5 Door: 1900cc to 3000cc: <i>Automatic</i>		
		'CAMRY EXECUTIVE SE SV21-WPNKC'	15,115.00 -^	Toyota Motor Corporation Australia Limited
		<i>Options</i>		
		Air Conditioning	1,109.00	
		Tow Pack & Socket	200.00	
		Metallic Paint	95.00	
		'MAGNA GLX TR2H45'	16,291.00 ^	Mitsubishi Motors Australia Ltd
		<i>Options</i>		
		Air Conditioning	1,265.00	
		Standard Towing Pack and Socket	295.00	
946	15.0	Automobile, Sedan Large: 4 Door: Not Less Than 3700cc: 5 Speed <i>Manual</i>		
		'FALCON GLi 4.0L'	16,048.00	Ford Motor Company of Australia Limited
		<i>Options</i>		
		Air Conditioning	1,084.00	
		Tow Pack and Socket	123.00	
		Limited Slip Differential	312.00	
		Metallic Paint	131.00	
		Heavy Duty Suspension	155.00	
		Police Pack	N/C	
		'COMMODORE EXECUTIVE 8VK19-115'	16,114.00	General Motors- Holden's Automotive Limited
		<i>Options</i>		
		Air Conditioning	1,094.00	
		Tow Pack and Socket	265.00	
		Country Pack Suspension	193.00	
		Sports Suspension	148.00	
		Limited Slip Differential	258.00	
		Metallic Paint	116.00	
		Long Range Tank	87.00	
		Police Pack	459.00	

- Deviation from desired equipment level—drivers lumbar support not available.

^ Includes cost of safety screen.

Cat. No.	Item No.	Description	Rate	Contractor
			\$	
2693	16.0	<b>Automobile, Sedan</b> Large: 4 Door: Not Less Than 3700cc: <i>Automatic</i>		
		'FALCON GLi 4.0L'	16,419.00	Ford Motor Company of Australia Limited
		<i>Options</i>		
		Air Conditioning	1,084.00	
		Tow Pack and Socket	246.00	
		Limited Slip Differential	312.00	
		Metallic Paint	131.00	
		Heavy Duty Suspension	155.00	
		Police Pack	N/C	
		'COMMODORE EXECUTIVE 8VK19-114'	16,514.00	General Motors-Holden's Automotive Limited
		<i>Options</i>		
		Air Conditioning	1,094.00	
		Tow Pack and Socket	265.00	
		Country Pack Suspension	193.00	
		Sports Suspension	148.00	
		Limited Slip Differential	258.00	
		Metallic Paint	116.00	
		Long Range Tank	87.00	
		Police Pack	459.00	
		Modified Auto Gate	13.00	
951	17.0	<b>Automobile, Station Wagon</b> Large: 5 Door: Not Less Than 3700cc: <i>5 Speed Manual</i>		
		'FALCON GLi 4.0L'	17,277.00 ^	Ford Motor Company of Australia Limited
		<i>Options</i>		
		Air Conditioning	1,084.00	
		Tow Pack & Socket	123.00	
		Safety Screen	169.00	
		Metallic Paint	131.00	
		Limited Slip Diff.	312.00	
		Heavy Duty Suspension	155.00	
		Police Pack	N/C	

^ Includes cost of safety screen.

Cat. No.	Item No.	Description	Rate	Contractor
			\$	
951	17.0	Automobile, Station Wagon Large: 5 Door: Not Less Than 3700cc: 5 Speed Manual – continued		
		'COMMODORE EXECUTIVE 8VK35-115'	17,336.00 ^	General Motors-Holden's Automotive Limited
		<i>Options</i>		
		Air Conditioning	1,094.00	
		Tow Pack & Socket	265.00	
		Country Pack Suspension	193.00	
		Metallic Paint	116.00	
		Limited Slip Diff.	258.00	
		Police Pack	491.00	
2696	18.0	Automobile, Station Wagon Large: 5 Door: Not Less Than 3700cc: Automatic		
		'FALCON GLi 4.0L '	17,649.00 ^	Ford Motor Company of Australia Limited
		<i>Options</i>		
		Air Conditioning	1,084.00	
		Tow Pack and Socket	246.00	
		Metallic Paint	131.00	
		Limited Slip Diff.	312.00	
		Heavy Duty Suspension	155.00	
		Police Pack	N/C	
		'COMMODORE EXECUTIVE 8VK35-114'	17,736.00 ^	General Motors-Holden's Automotive Limited
		<i>Options</i>		
		Air Conditioning	1,094.00	
		Tow Pack and Socket	265.00	
		Country Pack Suspension	193.00	
		Metallic Paint	116.00	
		Limited Slip Diff.	258.00	
		Police Pack	491.00	

^ Includes cost of safety screen.

Cat. No.	Item No.	Description	Rate	Contractor
			\$	
947	19.0	Automobile, Sedan Prestige: 4 Door: Not Less Than 2500cc: Automatic		
		'VERADA Ei KR8P41'	19,698.00	Mitsubishi Motors Australia Ltd
		<i>Options</i>		
		Air Conditioning	Std	
		Tow Pack and Socket	295.00	
		Luxury Pack	1,236.00	
		Alloy Wheels	565.00	
		'COMMODORE BERLINA 8VL19-214'	19,858.00	General Motors-Holden's Automotive Limited
		<i>Options</i>		
		Air Conditioning	Std	
		Tow Pack and Socket	265.00	
		Country Pack Suspension	193.00	
		Sports Suspension	148.00	
		Limited Slip Diff	258.00	
		Long Range Tank	87.00	
		Independent Rear Suspension	756.00	
		Power Operated Rear Windows	207.00	
		'LEXCEN VX1 VPL19H-EPLKB'	20,979.00	Toyota Motor Corporation Australia Limited
		<i>Options</i>		
		Air Conditioning	Std	
		Tow Pack and Socket	220.00	
		Limited Slip Diff.	369.00	
		'FAIRMONT 4.0L T Bar'	21,140.00	Ford Motor Company of Australia Limited
		<i>Options</i>		
		Air Conditioning	Std	
		Tow Pack and Socket	246.00	
		Limited Slip Diff.	312.00	
		Metallic Paint	N/C	
		'MAGNA ELITE TR4X41'	22,170.00	Mitsubishi Motors Australia Ltd
		<i>Options</i>		
		Air Conditioning	Std	
		Tow Pack and Socket	295.00	

Cat. No.	Item No.	Description	Rate	Contractor
			\$	
948	20.0	Automobile, Sedan Luxury: 4 Door: Not Less Than 2500cc: Automatic		
		'VP CALAIS 8VX19-314'	24,398.00	General Motors-Holden's Automotive Limited
		<i>Options</i>		
		Air Conditioning	Std	
		Tow Pack and Socket	265.00	
		Limited Slip Diff.	258.00	
		Sports Suspension	148.00	
		Long Range Fuel Tank	87.00	
		'VQ STATEMAN V6 II 8VY19-414'	24,687.00	General Motors-Holden's Automotive Limited
		<i>Options</i>		
		Air Conditioning	Std	
		Tow Pack and Socket	265.00	
		Limited Slip Diff.	254.00	
		'FAIRMONT GHIA 4.0L'	25,016.00	Ford Motor Company of Australia Limited
		<i>Options</i>		
		Air Conditioning	Std	
		Tow Pack and Socket	246.00	
		'VERADA Xi KR8X41'	25,530.00	Mitsubishi Motors Australia Limited
		<i>Options</i>		
		Air Conditioning	Std	
		'FAIRLANE GHIA 4.0L'	26,144.00	Ford Motor Company of Australia Limited
		<i>Options</i>		
		Air Conditioning	Std	
		Metallic Paint	246.00	
		Limited Slip Diff.	312.00	
		'LEXCEN NEWPORT VPX19H-EPXKB'	26,331.00	Toyota Motor Corporation Australia Limited
		<i>Options</i>		
		Air Conditioning	Std	
		Tow Pack and Socket	220.00	
		Limited Slip Diff	369.00	

Cat. No.	Item No.	Description	Rate	Contractor
			\$	
2928	21.0	Automobile, Sedan Police Pursuit: 4 Door: 5 Speed <i>Manual</i> : To Victoria Police Pursuit Vehicle Specifications		
		'VP COMMODORE 8VK19-M78 (Police V8 Pursuit)'	16,114.00	General Motors- Holden's Automotive Limited
		<i>Options</i>		
		Air Conditioning	1,094.00	
		Police Pack	459.00	
		V8 Engine	1,378.00	
		Limited Slip Diff.	258.00	
		Long Range Tank	87.00	
		Delete Radio	(138.00)	Credit
		Add. 2 x Speakers	20.00	
		Sports Suspension	148.00	
		Metallic Paint	116.00	
		Independent Rear Suspension	756.00	
		'FALCON GLi 5.0L'	17,084.00 *	Ford Motor Company of Australia Limited
		<i>Options</i>		
		Air Conditioning	1,084.00	
		Metallic Paint	131.00	
		Police Kit	N/C	

\* Rate includes limited slip differential (\$312), mudflaps (\$61) and credit for deletion of radio (\$113).



Cat. No.	Item No.	Description	Rate	Contractor
			\$	
949	22.0	Automobile, Sedan Police Pursuit: 4 Door: <i>Automatic</i> : To Victoria Police Pursuit Vehicle Specifications		
		'VP COMMODORE 8VK19-MD8 (Police V8 Pursuit)'	16,514.00	General Motors- Holden's Automotive Limited
		<i>Options</i>		
		Air Conditioning	1,094.00	
		Police Pack	459.00	
		V8 Engine	1,378.00	
		Limited Slip Diff.	258.00	
		Long Range Tank	87.00	
		Modified Auto Gate	13.00	
		Delete Radio	(138.00)	Credit
		Add. 2 x Speakers	20.00	
		Sports Suspension	148.00	
		Metallic Paint	116.00	
		Independent Rear Suspension	756.00	
		'FALCON GLi 5.0L'	17,439.00*	Ford Motor Company of Australia Limited
		<i>Options</i>		
		Air Conditioning	1,084.00	
		Metallic Paint	131.00	
		Police Kit	N/C	

\* Rate includes limited slip differential (\$312), mudflaps (\$61) and credit for deletion of radio (\$113).

APPROVED - A. E. SHEEHAN - TREASURER - 30 April 1992





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