



Victoria Government Gazette

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By Authority L. V. North, Government Printer Melbourne

PERIODICAL

STATE TENDER BOARD VICTORIA

CONTRACTS ACCEPTED

SCHEDULE NO. 4/32 (PART)

REMOVAL OF DECEASED PERSONS TO MELBOURNE CITY MORTUARY

FROM 1 JULY 1993 TO 30 JUNE 1994

N L JORDAN
Secretary to the Tender Board

SCHEDULE NO. 4/32

**REMOVALS OF DECEASED PERSONS
TO MELBOURNE CITY MORTUARY
(Melbourne and Metropolitan Area)
CONDITIONS OF CONTRACT**

1. DEFINITIONS:

1.1 "Board" means the State Tender Board of Victoria.

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 removal of the deceased person or the price of the removal 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 "Order" means a requirement in writing from the Coroner, Coroner's Clerk or a member of the Victoria Police Force or by a person duly authorised by the State Coroner.

1.6 "Mortuary" means the Melbourne City Mortuary.

1.7 "Person" shall include a corporation.

1.8 "Coroner" means the Coroner of the State of Victoria.

1.9 "Coroner's Clerk" means a person duly authorised by the Coroner.

1.10 "Police" means a member of the Victoria Police Force.

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

1.12 "State" means the Crown in right of the State of Victoria.

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. ORDERS:

The services are to be performed upon an order issued by the Coroner, Coroner's Clerk or by a member of the Victoria Police Force (hereinafter called "the Police").

3. SUPPLY OF SERVICE:

3.1 All vehicles and equipment used by the Contractor in performing this contract shall:

3.1.1 Be suitable and ample to provide a prompt and efficient service.

3.1.2 Be clean and tidy and regularly maintained.

3.1.3 Be fit for the purpose of carrying bodies of deceased persons ("bodies") to mortuaries.

3.1.4 Be of such design and construction that bodies carried therein shall not be exposed to view.

3.2 Upon a request and the issue of an order from the Coroner, Coroner's Clerk or the Police the Contractor shall punctually remove a body from the region or area contracted for at any hour and on any day. Should the Contractor fail to attend to the removal of the body punctually the removal may be carried out by another person and the Contractor shall be liable to the State for any additional expense incurred by the State over and above that sum which would have been paid to the Contractor carrying out the removal.

3.3 When it becomes necessary to remove a body to a Mortuary and the next of kin present or the legal personal representative of the deceased person makes a request in person to the Police to be allowed to employ the family undertaker to conduct such removal the Police may, at their discretion, accede to such request provided such removal is effected at no cost to the State and is carried out under the supervision of the Police.

3.4 The Contractor shall provide two persons for the purpose of removing a body to a vehicle and from a vehicle to the Mortuary.

3. SUPPLY OF SERVICE:

3.5 The Contractor shall take all reasonable precautions to prevent offensiveness from decomposition of a body but in no case shall any disinfectant be used without the prior written authority of the medical officer performing the postmortem examination.

3.6 The Contractor or any person employed by the Contractor shall not use or attempt to use any influence with the relatives of friends of or any other person connected or associated with the deceased person for the purpose of being engaged to conduct the funeral of the deceased.

3.7 In the event of an emergency the Contract shall not be considered breached, infringed or vitiated by the State if a body is removed to a mortuary by the State or a person other than the Contractor.

3.8 The Contractor and all persons employed by the Contractor shall at all times observe and conform to the highest standards of professional conduct when performing this contract.

4. PRICE:

Subject to the provisions of Clause 5, the Contractor shall be paid the Contract Price for the removal of a body and the Contract Price shall, unless otherwise provided, include all charges incurred in connection with the removal.

5. PRICE VARIATIONS:

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

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

5. PRICE VARIATIONS: - continued

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

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

6. PAYMENT:

The Contractor shall forward invoices to the State Coroner's Office for verification and transmission for payment.

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 services have been rendered prior to the receipt of the invoice."

7. TERMINATION:

7.1 If either party fails to comply with the provisions of this Contract then the other party may terminate this Contract forthwith by notice in writing to the defaulting party.

7.2 Under no circumstances shall the Contractor be permitted to abandon the Contract. In the event of the Contractor failing to carry out the Contract the Contractor shall be held liable for any loss which the State may sustain in consequence of such failure.

8. 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.

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 encumber, 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 State 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 State 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.

10. 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.

11. PROPERTY DAMAGE:

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

12. DISPUTES:

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

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. DISCLOSURE OF INFORMATION:

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

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

15. GOVERNING LAW:

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

CONTRACTS ACCEPTED

SCHEDULE NO. 4/32 (PART)

REMOVALS OF DECEASED PERSONS TO MELBOURNE CITY MORTUARY

Contract from 1 July 1993 to 30 June 1994

1993/1994-474—Le Pine Funeral Services Pty Ltd, 173 Princes Highway, Dandenong, Vic. 3175.
Telephone : (03) 794 0511. Facsimile : (03) 794 0457.

1993/1994-475—Le Pine Heritage Funeral Services, 132 Mt Dandenong Road, Croydon, Vic. 3137.
Telephone : (03) 725 7777. Facsimile : (03) 725 1243.

<i>Particulars</i>	<i>Amount</i>	<i>Name of Contractor</i>
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Removals to the Melbourne City Mortuary from :

City of Berwick —

Adult	\$ 40.00
Child under ten years	40.00

Shire of Cranbourne —

Adult	\$ 40.00
Child under ten years	40.00

Shire of Healesville —

Adult	\$ 40.00
Child under ten years	40.00

Shire of Lilydale —

Adult	\$ 40.00
Child under ten years	40.00

Shire of Pakenham—

Adult	\$ 40.00
Child under ten years	40.00

Le Pine Funeral Services

Le Pine Heritage Funerals Services

Le Pine Funeral Services

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L. V. North, Government Printer Melbourne

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The Law Printer

PO Box 292 South Melbourne 3205

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