

VICTORIA GOVERNMENT

# G A Z E T T E

No. P 17 Monday 21 September 1987  
By Authority F D Atkinson Government Printer Melbourne

PERIODICAL

CONTRACTS ACCEPTED

*(Series 1986-9)*

## SUPPLY OF SERVICES

FOR

STATE DEPARTMENTS

FROM

1 JULY 1986 to 30 JUNE 1989

or as stated

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

J. M. PAWSON  
*Secretary to the Tender Board*

## CONTRACTS ACCEPTED—(Series 1986-89)

No. of Contract	Schedule No.	Schedule	Amount	Name of Contractor
1987/89—616	4/01	<b>LIGHT AIRCRAFT CHARTER SERVICE</b> Light aircraft charter service in respect of point to point travel throughout the State of Victoria and adjacent areas during the period 1 September 1987 to 31 August 1989	Rates as per annex	Skybird Aviation Services Pty. Ltd.
1987/88—668	4/05	<b>CARTAGE (METROPOLITAN)—</b> Cartage and delivery of Goods and Parcels, as may be required to be forwarded to and from the various Government Offices, Railways, &c., by the Stores and Transport Office for and on behalf of the Government of Victoria, from 1 July 1987 to 30 June 1988	Rates as per annex	Allied Messengers—(A Transport Service of Mayne Nickless Ltd.)
1986/88—954	4/06	<b>CARTAGE (METROPOLITAN)—</b> Cartage and delivery of Heavy Goods, 1 July 1987 to 30 June 1988—	Rates as per annex	Beacon Transport Services (A Division of the Coulson Group Pty. Ltd.)
1986/88—947 1986/88—945	4/31	<b>FUNERALS OF DESTITUTE PERSONS—</b> (MELBOURNE AND METROPOLITAN AREAS)— 1 July 1986 to 30 June 1988—	Rates as per annex	Tobin Brothers Pty. Ltd. Nelson Bros. Pty. Ltd.
1986/88—949 to 1986/88—953	4/32	<b>REMOVAL OF DEAD BODIES TO MELBOURNE CITY MORTUARY (METROPOLITAN)</b> 1 July 1986 to 30 June 1988—	Rates as per annex	T. Bathurst & Co. Pty. Ltd. Parkdale Funeral Service Graham O. Crawley Funeral Directors Nelson Bros. Pty. Ltd. Tobin Brothers Pty. Ltd. See annex
1987/89—625 to 1987/89—667	4/33	<b>REMOVALS OF DECEASED PERSONS</b> (COUNTRY AREAS)— 1 July 1987 to 30 June 1989—	Rates as per annex	
1987/89—620 1987/89—621	5/05	<b>'OVERLOAD' DATA PREPARATION SERVICES</b> 1 August 1987 to 31 July 1989	Rates as per annex	Datatype Pty. Ltd. Davies Computer Services (Vic.) Pty. Ltd. Metro Data Pty. Ltd.
1987/89—623	5/06	<b>MICROFICHE PROCESSING</b> 1 December 1986 to 31 August 1988	Rates as per annex	Micromation Pty. Ltd.

## CONTRACTS ACCEPTED—(Series 1987-89)

Schedule No. 4/01

## LIGHT AIRCRAFT CHARTER SERVICE

Contract from 1 September 1987 to 31 August 1989

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

Aircraft Type‡	Registration No.	Approved Passenger Capacity	Rates Per Hour Flying Hour□
Merlin 3B	VH-AWU	9	\$ 950.00†
Piper Cheyenne	VH-HMA	5	689.00†
Cessna Chancellor 414	VH-SDV	4	435.00†
Beechcraft Baron 58	VH-BLW	3	313.00†
Partenavia 68T	VH-TCU	3	247.00†

□ wheels on/wheels off

‡ all aircraft are twin engine

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

## ADDITIONAL CHARGES

## Two Pilot Operation:

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

## Detention Time/Rate:

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

## Minimum Hiring Charge:

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

## Overnight Expenses:

	\$
Accommodation—	55.00
Lunch	10.30
Dinner	24.00

## Landing Charges:

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

## Daytime Accommodation:

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

## GENERAL:

## Minimum Notice:

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

## Alternative Transport:

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

## Insurance:

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

## Additional Aircraft:

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

Approved—R. A. JOLLY, Treasurer, 24.8.1987

## LIGHT AIRCRAFT CHARTER SERVICE CONDITIONS OF CONTRACT

### 1. Definitions

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

### 2. Supply of Service

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

- (a) any State Government Department; or
- (b) any State Government Instrumentality approved by the Board; or
- (c) any State Government or Local Government Authority approved by the Board—  
and shall be supplied by the Contractor in accordance with the terms and conditions herein.

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

### 3. Ordering of Service

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

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

### 4. Prices

Subject to the provisions of Condition 5, the Contractor shall be paid the Contract Price for the Supply of Services and the Contract Price shall, unless otherwise provided, include all other dues and charges incurred in connection with the service.

### 5. Price Variations

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

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

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

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

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

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

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

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

### 6. Aircraft

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

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

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

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

#### 7. Additional Aircraft

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

#### 8. Pilots

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

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

#### 9. Insurance

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

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

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

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

#### 10. Sub-contracting

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

#### 11. Bankruptcy etc. of Contractor

##### 11. Where a Contractor:

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

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

#### 12. Termination

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

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

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

12.2 All damages and expenses incurred under or by virtue of the provisions of Condition 11 or Condition 12.1 shall be ascertained and certified to by the Purchaser and shall be deducted from

any money that may be then due, or may thereafter become due to the Contractor, or that may have been deposited by him as a security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by him aforesaid shall be not sufficient for that purpose, the balance remaining unpaid shall be a debt by the Contractor to the State and may be recovered from Contractor in any Court of competent jurisdiction.

#### 13. *Payment*

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

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

#### 14. *Disputes*

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

#### 15. *Service of Notices*

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

#### 16. *Security*

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

#### 17. *Return of Information*

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

#### 18. *Property Damage*

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

#### 19. *Conditions of Labour*

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

#### 20. *Disclosure of Information*

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

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

#### 21. *Governing Law*

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

CONTRACTS ACCEPTED—(Series 1987-88)  
(Schedule No. 4/05)

Annex to Contract 1987/88—668

CARTAGE AND DELIVERY OF GOODS AND PARCELS  
(METROPOLITAN)

Contract from 1 July 1987 to 30 June 1988

1987/88—668 Allied Messengers A Transport Service of Mayne Nickless Ltd. (Inc. in Vic.)  
65 Langridge Street, Collingwood Telephone 419 9055

Service	Rate
	Cents
Cartage and Delivery of Goods and Parcels (with the exceptions as set out in clause 1 of the Conditions of Contract up to 30 kg maximum weight within the area of 40 km radius from the Elizabeth Street G.P.O. Melbourne .. .. .)	0.96

Departments to note: Trading terms are nett 30 days.  
Approved—R. A. Jolly, Treasurer, 16.7.87

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

1. Definitions

1.1 "Board" means the State Tender Board.

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

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

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

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

1.6 "Person" shall include corporation.

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

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

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

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

2. Supply of Services

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

- (a) any State Government Department; or
- (b) any State Government Instrumentality approved by the Board; or
- (c) any State Government Authority approved by the Board—  
and shall be supplied by the Contractor in accordance with the terms and conditions herein.

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

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

3. Ordering of Service

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

**4. Price**

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

**5. Price Variations**

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

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

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

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

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

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

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

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

**6. Pick-Up and Sorting**

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

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

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

6.3 The Contractor shall have an office connected by telephone, and within a radius of 40 km of the Melbourne (Elizabeth Street) Post Office. Three hours will be deemed sufficient notice, and in the event of the Contractor failing to supply the vehicles when instructed, and to the satisfaction of the Purchaser requiring his services, the Board may, upon report, approve alternative arrangements and any extra expense incurred will be deducted as provided in Clause 13.

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

**7. Delivery**

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

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

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

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

**8. Motor Vehicles**

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

**9. Claims**

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

**10. Sub-Contracting**

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



11. *Bankruptcy Etc. of Contractor*

Where a Contractor:

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

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

12. *Termination*

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

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

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

13. *Accounts*

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

14. *Disputes*

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

15. *Service of Notices*

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

16. *Security*

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

17. *Return of Sales Information*

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

18. *Property Damage*

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

19. *Conditions of Labour*

Every person engaged in the performance of the Contract shall be paid such wages and employed subject to such labour conditions as

are or may be determined by the relevant award of the Australian Conciliation and Arbitration Commission or the relevant award of the State Conciliation and Arbitration Board or Industrial Relations Commission of Victoria.

**20. *Disclosure of Information***

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

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

**21. *Governing Law***

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

## CONTRACTS ACCEPTED—(Series 1987-88)—continued

Schedule No. 4/06

Annex to Contract No. 1986/88—954

## CARTAGE AND DELIVERY OF HEAVY GOODS (METROPOLITAN)

Contract from 1 July 1987 to 30 June 1988

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

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

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

Approved—R. A. JOLLY, Treasurer, 27.6.87

## CARTAGE AND DELIVERY OF HEAVY GOODS (METROPOLITAN)

## CONDITIONS OF CONTRACT

## 1. Scope

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

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

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

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

## 2. Prices

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

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

## 3. Delivery

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

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

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

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

## 4. Vehicles

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

## 5. Accounts

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

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

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

#### 6. Delays/Damages

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

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

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

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

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

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

or holding any future contract or contracts for a period to be determined by the Board such disqualification to date from the notification of acceptance of tender.

#### 7. General

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

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

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

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

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

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

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

## CONTRACTS ACCEPTED—(Series 1986–1988)

Annex to Contract No. 1986/945, 1986/947

Schedule No. 4/31

## FUNERALS OF DESTITUTE PERSONS

Melbourne and Metropolitan Area

Contract from 1 July 1986 to 30 June 1988

1986/945—Nelson Bros. Pty. Ltd., 7 Droop Street, Footscray 3011

1986/947—Tobin Brothers Pty. Ltd., 189 Boundary Road, North Melbourne 3051

Particulars	Amount	Name of Contractor
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## EASTERN REGION

Funerals from the following:

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

		\$	Tobin Brothers Pty. Ltd.
'A' ORDINARY			
Adult	.. .. .	165.00	
Child above five years and under fourteen	.. .. .	150.00	
Child five years and under (including still-born)	.. .. .	130.00	
'B' UNDER CLAUSE 6			
Adult	.. .. .	165.00	
Child five years and under fourteen	.. .. .	150.00	
Child five years and under (including still-born)	.. .. .	130.00	

## SOUTH EASTERN REGION

Funerals from the following:

Cities—Brighton, Caulfield, Knox, Malvern, Oakleigh, St. Kilda and Waverley.  
Shire—Sherbrooke (including Monbulk).

		\$	Tobin Brothers Pty. Ltd.
'A' ORDINARY			
Adult	.. .. .	165.00	
Child above five years and under fourteen	.. .. .	150.00	
Child five years and under (including still-born)	.. .. .	130.00	
'B' Under Clause 6			
Adult	.. .. .	165.00	
Child five years and under fourteen	.. .. .	150.00	
Child five years and under (including still-born)	.. .. .	130.00	

## NORTH EASTERN REGION

Funerals from the following:

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

		\$	Tobin Brothers Pty. Ltd.
'A' ORDINARY			
Adult	.. .. .	165.00	
Child above five years and under fourteen	.. .. .	150.00	
Child five years and under (including still-born)	.. .. .	130.00	
'B' UNDER CLAUSE 6			
Adult	.. .. .	165.00	
Child five years and under fourteen	.. .. .	150.00	
Child five years and under (including still-born)	.. .. .	130.00	

## CONTRACTS ACCEPTED—(Series 1986-1988)—continued

Particulars	Amount	Name of Contractor
NORTH CENTRAL REGION		
Funerals from the following:		
Cities—Brunswick, Coburg, Melbourne and Preston.		
Shire—Diamond Valley and Whittlesea.		
'A' ORDINARY		
Adult .. .. .	165.00	Tobin Brothers Pty. Ltd.
Child above five years and under fourteen .. .. .	150.00	
Child five years and under (including still-born) .. .. .	130.00	
'B' UNDER CLAUSE 6		
Adult .. .. .	165.00	
Child five years and under fourteen .. .. .	150.00	
Child five years and under (including still-born) .. .. .	130.00	
NORTH WESTERN REGION		
Funerals from the following:		
Cities—Altona, Broadmeadows, Essendon, Footscray, Keilor, Sunshine and Williamstown.		
Shires—Bulla, Melton and Werribee.		
'A' ORDINARY		
Adult .. .. .	160.00	Nelson Bros. Pty. Ltd.
Child above five years and under fourteen .. .. .	150.00	
Child five years and under (including still-born) .. .. .	130.00	
'B' UNDER CLAUSE 6		
Adult .. .. .	160.00	
Child five years and under fourteen .. .. .	150.00	
Child five years and under (including still-born) .. .. .	130.00	
SOUTHERN REGION		
Funerals from the following:		
Cities—Chelsea, Dandenong, Moorabbin, Mordialloc, Sandringham and Springvale.		
'A' ORDINARY		
Adult .. .. .	165.00	Tobin Brothers Pty. Ltd.
Child above five years and under fourteen .. .. .	150.00	
Child five years and under (including still-born) .. .. .	130.00	
'B' Under Clause 6		
Adult .. .. .	165.00	
Child five years and under fourteen .. .. .	150.00	
Child five years and under (including still-born) .. .. .	130.00	
PENINSULA REGION		
Funerals from the following:		
City—Frankston.		
Shires—Flinders, Hastings and Mornington.		
'A' ORDINARY		
Adult .. .. .	165.00	Tobin Brothers Pty. Ltd.
Child above five years and under fourteen .. .. .	150.00	
Child five years and under (including still-born) .. .. .	130.00	
'B' UNDER CLAUSE 6		
Adult .. .. .	165.00	
Child five years and under fourteen .. .. .	150.00	
Child five years and under (including still-born) .. .. .	130.00	

# FUNERALS OF DESTITUTE PERSONS (METROPOLITAN) CONDITIONS OF CONTRACT

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

2. No claim will be allowed under this contract for any burial respecting which the Contractor received or arranges for any payment whatever from the relatives or friends of the deceased; but in the event of friends or relatives desiring to have the deceased buried in private ground, while availing themselves of the Government funeral, they must, in such case, pay all the cemetery charges.

3. The funerals are to be of the most economical description consistent with propriety. A plain hearse for an adult, and a suitable vehicle for a child. In the event of any charge of neglect or impropriety in the conduct of funerals being established to the satisfaction of the Tender Board against the contractor the Secretary to the Tender Board may cancel the contract forthwith.

4. The body shall be taken direct to the Necropolis, or to the New Melbourne Cemetery, as the case may be and no more than one body shall be carried in the hearse at any time.

5. Coffins for funerals must be waterproof and sufficiently long, deep, wide, and substantial to bear the corpse and permit it to lie extended at full length. Coffins must be fastened down with screws. The contractor shall provide 50 mm of sawdust for the bottom of the coffin; a small block of wood to keep the head of the deceased in position and sufficient white calico to cover the body. Coffins must be properly lowered into the graves, and the graves filled.

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

7. Bodies of deceased persons, with the exception of those provided for under clause 2, must be conveyed to the Necropolis, Springvale, for the burial should the death of such person take place in any region or area south of the

Yarra River, and to the New Melbourne Cemetery, Fawkner, should the death take place in any region or area north of the Yarra River.

However, the Tender Board may on application by the contractor and subject to such conditions as it may determine, authorise the burial of bodies in a cemetery other than those specified.

8. The graves must be dug of the proper depth, and in conformance with the Necropolis and respective Cemeteries' Regulations.

9. In the event of the contractor failing to attend punctually to any order, the work will be otherwise performed, and the extra expense incurred, if any, will be charged to the contractor or deducted from the contract security money.

10. When burials are required to take place on Sundays the contractor must comply with the order without delay. Any additional charges by the Necropolis or cemetery authorities will be paid by the contractor who will be reimbursed on producing the receipt for payment.

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

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

13. Under no circumstances will the contractor be permitted to use any undue or improper influence with the friends or relatives of, or any other person connected or associated with, the deceased person for the purpose of obtaining any concession or privilege whatsoever in regard to the funeral of such person. Any infringement of this condition will, on report of the Tender Board, subject the contractor to the immediate cancellation of his contract, the forfeiture of the

security money, and such other penalties as the Treasurer may direct; the decision of the Board as to whether any breach of this condition has taken place will be final and conclusive.

14. Accounts, accompanied by a certificate that the burial has been duly performed, are to be rendered monthly to the officer ordering the service and payment will be made by cheque by the Department of Management and Budget, Melbourne.

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

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

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

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

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

20. Under no circumstances will a contractor be permitted to abandon his contract. In the event of the contractor failing to carry on the contract the security money will, in that case, be absolutely forfeited and, in addition, the contractor will be held liable for any loss which the Government may sustain in consequence of such failure.

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

22. Every person engaged in the performance of a 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.

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

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

25. The Board retains a discretionary right whether to disclose successful tender details and prices.



Series (1986-88)  
Annex to Contract Nos. 1986/949, 950, 951, 952 and 953  
Schedule No. 4/32

**REMOVAL OF DEAD BODIES TO MELBOURNE CITY MORTUARY**  
Melbourne and Metropolitan Areas

Contract from 1 July 1986 to 30 June 1988

1986/949—T. Bathurst & Co. Pty. Ltd. trading as W. G. Raven, 611 Glenhuntly Road Elsternwick.

1986/950—Graham O. Crawley, Funeral Directors, 953 Nepean Highway, Mornington.

1986/951—Nelson Bros. Pty. Ltd., 5-7 Droop Street, Footscray.

1986/952—Parkdale Funeral Service, 141A Como Parade, East Parkdale.

1986/953—Tobin Brothers Pty. Ltd., 189 Boundary Road, North Melbourne.

Particulars	Amount	Name of Contractor
Eastern Region		
Removals to the Melbourne City Mortuary from the following:		
Cities—Box Hill, Camberwell, Croydon, Hawthorn, Nunawading, Port Melbourne, Prahran, Ringwood and South Melbourne.		
	\$	
Adult .. .. .	85.00	} Tobin Brothers Pty. Ltd.
Child under ten years .. .. .	75.00	
South Eastern Region		
Removals to the Melbourne City Mortuary from the following:		
Cities—Brighton, Caulfield, Knox, Malvern, Oakleigh, St. Kilda and Waverley.		
Shire—Sherbrooke (including Monbulk).		
	\$	
Adult .. .. .	85.00	} Tobin Brothers Pty. Ltd.
Child under ten years .. .. .	75.00	
North Eastern Region		
Removals to the Melbourne City Mortuary from the following:		
Cities—Collingwood, Doncaster, Fitzroy, Heidelberg, Kew, Northcote, Richmond and Templestowe.		
Shire—Eltham.		
	\$	
Adult .. .. .	78.00	} T. Bathurst & Co. Pty. Ltd.
Child under ten years .. .. .	70.00	
North Central Region		
Removals to the Melbourne City Mortuary from the following:		
Cities—Brunswick, Coburg, Melbourne and Preston.		
Shire—Diamond Valley and Whittlesea.		
	\$	
Adult .. .. .	85.00	} Tobin Brothers Pty. Ltd.
Child under ten years .. .. .	75.00	
North Western Region		
Removals to the Melbourne City Mortuary from the following:		
Cities—Altona, Broadmeadows, Essendon, Footscray, Keilor, Sunshine and Williamstown.		
Shires—Bulla, Melton and Werribee.		
	\$	
Adult .. .. .	70.00	} Nelson Bros. Pty. Ltd.
Child under ten years .. .. .	50.00	
Southern Region		
Removals to the Melbourne City Mortuary from the following:		
Cities—Chelsea, Dandenong, Moorabbin, Mordialloc, Sandringham and Springvale.		
	\$	
Adult .. .. .	85.00	} Parkdale Funeral Service
Child under ten years .. .. .	70.00	
Peninsula Region		
Removals to the Melbourne City Mortuary from the following:		
City—Frankston.		
Shires—Flinders, Hastings and Mornington.		
	\$	
Adult .. .. .	89.00	} Graham O. Crawley Funeral Directors
Child under ten years .. .. .	89.00	

REMOVAL OF DEAD BODIES TO MELBOURNE CITY MORTUARY (METROPOLITAN)  
CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

8. The account is to be rendered monthly to the officer ordering the service for payment by cheque by the Department of Management and Budget, Melbourne.

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

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

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

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

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

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

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

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

17. Every person engaged in the performance of a 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.

18. The contractor shall be held liable for any damage to Government property occasioned by

the contractor or any person engaged by the contractor during the performance of any service required under the contract.

19. The Board retains a discretionary right whether to disclose successful tender details and prices.

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**NOTE:**

**FUNERALS OF DESTITUTE PERSONS—COUNTRY AREAS**

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

Approved R. A Jolly, Treasurer 25.6.1987.

## CONTRACTS ACCEPTED—(Series 1987-89)

## Schedule No. 4/33

## REMOVALS OF DECEASED PERSONS—(COUNTRY AREAS)

From 1 July 1987 to 30 June 1989

NOTE: 1. Where 'No Contract' is stipulated, the service, if required, is to be obtained in accordance with Regulation 84 of the Treasury Regulations 1981.

2. For contractors names, addresses and telephone numbers see page 25.

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

† For kilometres travelled beyond 15 km radius

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

## CONTRACTS ACCEPTED—Series 1987-89)—continued

## Schedule No. 4/33

## REMOVALS OF DECEASED PERSONS—(COUNTRY AREAS)

From 1 July 1987 to 30 June 1989

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

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

† For kilometres travelled beyond 15 km radius.

## CONTRACTS ACCEPTED—(Series 1987-89)—continued

## Schedule No. 4/33

## REMOVALS OF DECEASED PERSONS—(COUNTRY AREAS)

From 1 July 1987 to 30 June 1989

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

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

† For kilometres travelled beyond 15 km radius.

## CONTRACTS ACCEPTED—(Series 1987-89)—continued

## Schedule No. 4/33

## REMOVALS OF DECEASED PERSONS—(COUNTRY AREAS)

From 1 July 1987 to 30 June 1989

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

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

† For kilometres travelled beyond 15 km radius.

## CONTRACTS ACCEPTED—(Series 1987-89)—continued

## Schedule No. 4/33

## REMOVALS OF DECEASED PERSONS—(COUNTRY AREAS)

From 1 July 1987 to 30 June 1989

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

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

† For kilometres travelled beyond 15 km radius

Approved—R. A. JOLLY, Treasurer 25.6.87



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

## REMOVALS OF DECEASED PERSONS TO MORTUARIES (COUNTRY AREAS) CONDITIONS OF CONTRACT

### 1. Orders

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

### 2. Supply of Service

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

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

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

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

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

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

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

### 3. Price

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

### 4. Price Variations

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

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

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

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

### 5. Payment

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

### 6. Termination

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

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

7. *Bankruptcy Etc. of Contractor*

7. Where a Contractor—

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

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

8. *Conditions of Labour*

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

9. *Property Damage*

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

10. *Disputes*

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

11. *Disclosure of Information*

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

12. *Governing Law*

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

## CONTRACTS ACCEPTED (Series 1987/89)

## "OVERLOAD" DATA PREPARATION

## SCHEDULE No. 5/05

Contract period 1 August 1987 to 31 July 1989

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

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

1987/89-623—Metro Data Pty. Ltd., Top Level, 446 Little Collins Street, Melbourne. Telephone 67 2221 and 67 1777.

Item No.	Description	Rate per 1000 keystrokes	Contractor
	SPECIFIC TASKS:	\$	
	5.5 hour turnaround:		
1.	Stamp Duties—Licencing System	..	} Purchase Regulation 84
2.	Paycost System	..	
3.	FRAR System	..	
	OTHER WORK:		
4.	up to 9 500 keystrokes per hour (rate \$ per 1000 keystrokes)—		
	turnabout (hrs) 5.5 up to 24 25-48 49-96 97+		
	1.47 1.46 1.43 1.42 1.39		Davies Computer Services
5.	9 501 to 12 500 keystrokes per hour (rate \$ per 1000 keystrokes)—		
	turnaround (hrs) 5.5 up to 24 25-48 49-96 97+		
	1.25 1.22 1.19 1.16 1.14		Datatime Pty. Ltd.
	1.35 1.28 1.28 1.15 1.15		Metro Data Pty. Ltd.
6.	12 501 plus keystrokes per hour (rate \$ per 1000 keystrokes)—		
	turnaround (hrs) 5.5 up to 24 25-48 49-96 97+		
	1.10 1.08 1.06 1.04 1.02		Datatime Pty. Ltd.

## Settlement Discount for payment within 30 days:

Davies Computer Services	— 2%
Courier Service:	
Datatime Pty. Ltd.	— cost plus 10%
Davies Computer Services	— cost plus 10%
Metro Data Pty. Ltd.	— City Area \$5.00 per trip
	— Inner Fringe Area \$6.00 per trip
	— Outer Fringe maximum \$15.00
	— Bulk Load (large boxes etc.) maximum \$15.00

## Minimum Charge:

Datatime Pty. Ltd. — \$25.00 per tape

## Trading Terms:

Metro Data Pty Ltd. — payment within 30 days accounts over 60 days—<sup>3</sup>/<sub>8</sub> accounting fee

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

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

**1. Delivery**

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

**2. Documents and Tapes**

2.1 The Purchaser may elect to provide magnetic tapes.

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

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

**3. Conditions of Labour**

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

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

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

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

## Schedule No. 5/06

## MICROFICHE PROCESSING

Contract from 1 December 1986 to 31 August 1988

1986/968—Micromation Pty. Ltd., 152 Little Lonsdale Street, Melbourne 3000.

Telephone No. 662 1900

Item No.	Description of Articles	Rate \$ Each	Name of Contractor
1	Cost per Master	1.55	Micromation Pty. Ltd.
2	Cost per Duplicate	0.10	
3	Cost per Plain or Stripped Diazo Film Duplicates	0.10	
4	Cost for Colours	0.10	

Approved—R.A. JOLLY, Treasurer—20.8.86

**Turnaround Times:** Micromation guarantee a maximum 24 hour turnaround time for fiche production.

Departments with jobs which are more time critical should make special arrangements with the contractor.

**Overlays:** Charge \$150.00.

**Colours:** Colour strips available—yellow, pink, red, orange, blue, green, white and plain.

**Tests etc:** There is no charge for tests, set ups or conversion for programs.

**Courier:** A courier service is available at cost.

MICROFICHE PROCESSING  
CONDITIONS OF CONTRACT

1. *Definitions*

- 1.1 "Board" means the State Tender Board.
- 1.2 "Contract" means the contract to which these conditions have been attached.
- 1.3 "Contractor" means the party specified in the contract as the "Contractor".
- 1.4 "Person" shall include a corporation.
- 1.5 "Purchaser" includes the Crown in right of the State of Victoria and any State Government Instrumentality or Authority approved by the Board.
- 1.6 Masculine gender shall be deemed and taken to include females, and the singular to include the plural, and the plural the singular.

2. *Scope*

During the contract period Microfiche Processing may be ordered by:

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

3. *Variations in Prices*

3.1 Where a tendered price includes a provision for a variation in the price, the Board shall consider an application for variation provided the application is received by the Board no less than 14 days prior to the proposed effective date and satisfies the requirements of Clause 3.4.

3.2 Any application for an increase in the price shall be supported by all necessary documents verifying the cost increases and other matters relied on.

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

3.4 Where an increase in the price is approved by the Board the increase shall take effect from the proposed effective date contained in the application for approval provided that where documents in support of an application for a price increase are not submitted with the application the effective date of the increase shall be the date of the submission of satisfactory supporting documents.

3.5 Notwithstanding the foregoing, the Board may in its absolute discretion grant or refuse a claim for a price increase in whole or in part.

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

4. *Quality*

Microfiche supplied under contract shall be in accordance with the specifications stipulated in each instance.

5. *Orders*

5.1 Except where definite applications are specified the Government shall not be bound to order from the Contractor all the applications enumerated in the Schedule, but only those as it may be found necessary to order.

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

5.3 The State Government reserves the right to obtain otherwise than from the contractor the service enumerated in the schedule, where it is, in the opinion of the Board, considered necessary in order to meet special circumstances or special requirements.

6. *Acceptance*

6.1 The acceptance of microfiche shall be subject to the approval of the officer ordering the microfiche.

6.2 The Purchaser shall be deemed to have accepted the microfiche when an authorised officer intimates to the Contractor that the purchaser has accepted the microfiche or when after the lapse of thirty (30) days the purchaser retains the microfiche without intimating to the Contractor that the microfiche has been rejected.

6.3 The Purchaser may reject a microfiche which does not comply with the terms and conditions of this contract or where there is a breach of a condition by the Contractor.

6.4 Property shall not pass in the microfiche until it has been accepted by the Purchaser.

7. *Delivery*

7.1 When delivery commitments under a contract cannot be maintained, the Board shall be immediately informed of the same by the Contractor.

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

8. *Payment*

The Purchaser shall pay for microfiche within thirty (30) days from the receipt of an invoice therefor.

9. *Reporting*

The Contractor shall at the expiration of each period of six months from the commencement of this contract furnish a return to the Secretary to the Tender Board setting out details including the cost of microfiche produced on behalf of each Department and an overall summary showing the numbers of applications, masters and duplicates produced, over a six month period.

#### 10. Disclosure

The contractor shall not (except in the proper performance of the contract) during or after the termination of the contract disclose to any person whatsoever any information gained as a result of this contract.

#### 11. Disputes

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

#### 12. Termination

In the event of a breach of conditions the Board may terminate the contract by giving the contractor notice of such termination in writing and the decision of the Board shall be final and binding on the supplier.

#### 13. Security

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

#### 14. General

14.1 The Contractor will pay to any person, whether employee, independent contractor, or employee of any independent contractor, engaged by it or any of its agents or sub-contractors to carry out the work which the Contractor is

required to perform under this contract, not less than the rates of pay prescribed by any award which is applicable to that person or would be applicable to that person if he was an employee. The provisions of this clause shall apply in like manner to any conditions of employment prescribed under any such Award.

14.2 If the Contractor fails to comply with the provisions of Sub-Clause 14.1, the Tender Board may in addition to any other rights it has under this Contract terminate the Contract forthwith.

14.3 The Contractor shall not, pursuant to Sub-Clause 14.1 be obliged to pay the employees of any sub-contractor of any sum where the employee has been paid the prescribed award rate by the sub-contractor.

14.4 The Contractor may not transfer or assign the contract without approval in writing from the Tender Board.

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

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







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#### No. P 17—Periodical Government Gazette

A Victorian Government Publication

Published by VGPO

Melbourne Victoria Australia

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Address all inquiries to the Government Printer  
for the State of Victoria  
PO Box 203 North Melbourne 3051 Victoria Australia  
ISSN 0819—5498

Further copies of this publication can be obtained from  
VGPO Bookshop  
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By Authority F D Atkinson Government Printer Melbourne  
Recommended Retail Price \$2.10