

VICTORIA GOVERNMENT

# G A Z E T T E

No. P 23 Thursday 3 November 1988

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PERIODICAL

## CONTRACTS ACCEPTED

*(Series 1988-89)*

### SUPPLY OF LIGHT COMMERCIAL MOTOR

### VEHICLES FOR STATE DEPARTMENTS

FROM 1 OCTOBER 1988 TO  
30 SEPTEMBER 1989

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

(Departments Only)

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

J. M. PAWSON  
Secretary to the Tender Board

Schedule No. 1/59  
**SUPPLY AND DELIVERY OF LIGHT COMMERCIAL MOTOR VEHICLES**  
 Contracts: 1 October 1988 to 30 September 1989  
 Index of Schedules

<i>Item No.</i>	<i>Description</i>
1	Utility (Passenger Derivative)
2	Utility, 1 Tonne, 4 cylinder
3	Cab and Chassis, 1 Tonne, 4 cylinder
4	Utility, Dual Cabin, 1 Tonne, 4 cylinder
5	Panel Van (Passenger Derivative)
6	Panel Van Commercial, Short Wheel Base
7	Panel Van Commercial, Medium Wheel Base
8	Panel Van Commercial, Long Wheel Base
9	Utility, 4 wheel drive, 4 cylinder
10	Cab and Chassis, 4 wheel drive, 4 cylinder
11	Utility, Dual Cabin, 4 wheel drive
12	Hard Top, 4 wheel drive
13	Utility, 4 wheel drive, 6 cylinder
14	Cab and Chassis, 4 wheel drive, 6 cylinder
15	Station Wagon, six seat, 4 wheel drive
16	Passenger Mini-Bus, Small
17	Passenger Mini-Bus, Medium
18	Passenger Mini-Bus, Large
19	Light Truck Range

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

**Desired Equipment Level**—In addition, all vehicles have the following desired equipment level unless otherwise stated:

- |   |   |
|---|---|
| 1. Satisfactory comfortable seating with head restraints on outer front seats | 11. Basic tool kit (jack, wheel, spanner)   |
| 2. Band tinted laminated windscreens  | 12. Inertia reel front seat belts   |
| 3. Quartz halogen headlights  | 13. Night/day interior rear view mirror   |
| 4. Hazard warning lights  | 14. Fan booster heater/demister   |
| 5. Intermittent windscreen wipers   | 15. AM radio  |
| 6. Rear wiper/washer (lift up doors only)                                     | 16. Cigarette lighter   |
| 7. Left hand rear view mirror   | 17. Double skin panel for tray area (Utilities only)                                |
| 8. Rear window demister   | 18. Steel belted radial tyres   |
| 9. Front and rear mud flaps   | 19. Spare wheel   |
| 10. Locking petrol cap or flap  | 20. Eye level stop light (Panel Van, Station Wagon and Hardtops with lift up doors) |

### ORDERING PROCEDURES

#### 1. Ford Motor Company of Australia Ltd.—Contract No. 1988/89—82

**Ordering Procedure:**

Orders are to be placed direct with a Ford dealer. A copy of the order must be forwarded to: Mr C. J. Storey, Fleet and Leasing Manager, Ford Sales Company of Australia Ltd., Private Mail Bag 24, Campbellfield, Vic. 3061.

**ORDERING PROCEDURES—continued**

*Payment of Accounts:*

Payment within 30 days of receipt of invoice is to be made to the delivering dealer, provided the vehicle has been received and is acceptable.

*Delivery Time:*

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

*Delivery Charges:*

Included in contract rate.

*Price Protection:*

The price charged will be the contract price ruling at the date of placement of order. A copy of the order must be received at and accepted by the Ford Southern Region Office within seven working days from the date of order.

*Warranty:*

12 months/20 000 km.

**2. Mazda (Vic.) a trading division of Mazda Australia Pty. Ltd.—Contract No. 1988/89—84**

*Ordering Procedure:*

Orders to be placed on Mazda (Vic.), 37 Lorimer Street, South Melbourne, 3205 and marked to the Attention of the State Manager Victoria/Tasmania.

*Payment of Accounts:*

Payment within 30 days from invoice/delivery date.

*Delivery Time:*

Maximum delivery time from receipt of order—20 working days.

*Delivery Charges:*

Metropolitan area no charge. Rural area \$100.

*Price Protection:*

The price charged will be the price ruling at the date of placement of order.

*Warranty:*

12 months unlimited kilometres.

**3. Mitsubishi Motors Australia Ltd.—Contract No. 1988/89—86**

*Ordering Procedure:*

Orders are to be placed directly on authorised Mitsubishi Motor Dealers and a copy sent to the Regional Fleet Sales Manager—Victoria, Attention: Mr Colin McCoull, Mitsubishi Motors Australia Ltd., Private Bag 22, Box Hill, Vic. 3128.

*Payment of Accounts:*

Payment within 30 days from the date of vehicle acceptance/delivery is to be made to delivering dealer.

*Delivery Time:*

Maximum delivery time from receipt of order—120 days.

*Delivery Charges:*

Metropolitan area no charge. Rural area \$29–177—purchaser to confirm charge applicable with the Regional Fleet Sales Manager.

*Price Protection:*

The price charged will be the contract price applying at the date of placement of order, provided delivery date specified/required does not go beyond 60 days from date of order and that orders are placed for available stock in Victoria. Should either of these conditions not be met then the price charged will be that ruling at date of delivery of vehicle ordered.

*Warranty:*

12 months/20 000 km.

**4. Nissan Motor Company (Australia) Pty. Ltd.—(Contract No. 1988/89—87**

*Ordering Procedure:*

Vehicles must be ordered direct from a Nissan dealer. A copy of the order to be sent to Nissan Motor Co. (Australia), 169 Burwood Road, Hawthorn, Attention: P. Jobson, Manager—Fleet/Commercial Vehicle Operations.

**ORDERING PROCEDURES—continued**

*Payment of Accounts:*

Payment within 30 days of receipt of vehicle is to be made to delivering dealer.

*Delivery Time:*

Maximum delivery time from receipt of order—90 days.

*Delivery Charges:*

Included in contract rate.

*Price Protection:*

The price charged will be the contract price applying at the date of placement of order, provided vehicle is in dealer or Nissan Australia stock. If not in stock, price charged will be the price ruling at date of delivery of vehicle ordered subject to a maximum price movement limit of 120 days from order date.

*Warranty:*

24 months/40 000 km.

**5. Toyota Motor Sales Australia Limited—Contract No. 1988/89—88**

*Ordering Procedure:*

Orders are to be placed direct with Toyota Motor Sales and addressed as follows: Mr C. J. Brown, Government Sales Manager, Toyota Motor Sales Australia Ltd., 44 White Street, South Melbourne, 3205. Vehicles must not be ordered direct from dealers as contract rates will not apply.

*Payment of Accounts:*

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

*Delivery Time:*

Maximum delivery time—12 weeks from receipt of order.

*Delivery Charges:*

Metropolitan area—included in contract rate. Rural area \$90.

*Price Protection:*

The price charged will be the price ruling at the date of placement of order, provided the vehicle is in stock; if vehicle is not in stock, then price charged will be the price ruling at date of delivery of vehicle ordered.

*Warranty:*

12 Months/20 000 km.

**PURCHASING INFORMATION**

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

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

**Delivery Charges**—Where applicable these are specified.

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

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

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

1. The price of a contract motor vehicle shall include all equipment and services as specified in the specification hereto regardless of whether the extras specified are fitted by the Contractor or by a dealer. (Clause 4.3.)

2. A contract motor vehicle supplied to a Purchaser shall be the current model. (Clause 6.1.)

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

**PURCHASING INFORMATION—continued**

4. The Contractor shall give the Purchaser 48 hours' notice of delivery of a contract motor vehicle to the specified address for delivery. (Clause 9.3.)

5. The Contractor shall arrange for the dealer at no additional cost to the Purchaser to give the contract motor vehicle a thorough pre-delivery check in accordance with the instructions of the Contractor prior to delivery of the contract motor vehicle to the Purchaser. (Clause 9.7.)

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

7. Where satisfactory evidence of the carrying out of pre-delivery check is not provided by the Contractor to the Purchaser, the Purchaser may refuse to accept the vehicle. (Clause 9.9.)

8. The Contractor shall supply to the Purchaser not less than ten (10) litres of fuel in the fuel tank of the vehicle. (Clause 9.10.)

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

10. The Contractor shall be liable for any damage to property of the Purchaser occasioned by the Contractor or any person engaged by the Contractor during the delivery of any contract motor vehicle or the performance of any service required under the contract. (Clause 20.)

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

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

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

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

STATE TENDER BOARD  
CONDITIONS OF CONTRACT FOR THE SUPPLY AND DELIVERY  
OF MOTOR VEHICLES

1. *Definitions:*

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

2. *Description of Motor Vehicles:*

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

2.2 A Contract Motor Vehicle shall comply with the specifications hereto.

3. *Supply of Motor Vehicles:*

3.1 during the contract period a Contract Motor Vehicle may be ordered by—

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

and shall be supplied by the Contractor or Dealer as the case may be in accordance with the terms and conditions herein.

3.2 Where the Contractor nominates a Dealer to supply, sell and deliver Contract Motor Vehicles during the contract period on its behalf the Dealer shall for all purposes be deemed to act as the agent of the Contractor.

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

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

4. *Price:*

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

4.2 The price at which a Contract Motor Vehicle shall be sold to a Purchaser shall be the Contract Price applying at the date of the placement of the Order by the Purchaser.

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

4.4 A Purchaser may order and acquire any option offered by the Contractor but not included in its accepted tender, at the same discount as specified by a Contractor for the options referred to in the Schedules hereto.

5. *Price Variations:*

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

5.2 The submission by a Contractor of a price variation circular to the Board shall not be accepted by the Board as sufficient application for the purpose of Clause 5.1.

5.3 An application by a Contractor for a variation in the price of a Contract Motor Vehicle shall be supported by all necessary documents verifying the cost variations and other matters relied on.

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

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

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

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

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

#### 6. Date of Manufacture:

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

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

#### 7. Change of Model or Vehicle Specification:

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

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

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

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

#### 8. Ordering of Vehicles:

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

#### 9. Delivery of Vehicles:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 10. Acceptance of Vehicles:

10.1 The Purchaser shall be deemed to have accepted a Contract Motor Vehicle when an authorised officer intimates to the Contractor that it has accepted the Contract Motor Vehicle or when after the lapse of thirty (30) days it retains

the Contract Motor Vehicle without intimating to the Contractor that it has rejected the Contract Motor Vehicle.

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

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

11. *Registration of New Vehicles:*

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

11.2 On site police inspection fees in relation to Contract Motor Vehicles shall not be charged to the Purchaser.

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

12. *Payments:*

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

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

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

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

13. *Spare Parts Availability:*

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

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

14. *Bankruptcy etc. of Contractor:*

Where a Contractor—

14.1 assigns or sublets the Contract, or any part thereof, or assigns or mortgages,

charges, or encumbers, attempts to assign, mortgage, charge, or encumber all or any of the moneys payable or to become payable under the Contract, or any other benefit whatsoever arising or which may arise under the Contract, without the consent in writing of the Board first being obtained; or

14.2 being an individual becomes bankrupt; or

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

14.4 makes an assignment of his estate for the benefit of his creditors, or makes an arrangement or composition with his creditors—

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

15. *Termination:*

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

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

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

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

15.2 All damages and expenses incurred under or by virtue of the provisions of Condition 14 or Condition 15.1 shall be ascertained and certified to by the Purchaser and shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or that may have been deposited by him as a security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or



deposited by him aforesaid shall be not sufficient for that purpose, the balance remaining unpaid shall be a debt by the Contractor to the State of Victoria and may be recovered from the Contractor in any Court of competent jurisdiction.

16. *Disputes:*

Any dispute about the Contract Motor Vehicle, whether as to type, quantity, quality, delay in delivery or any other matter whatsoever in respect of or connected with the Contract shall be determined by the Board and its decision shall be final and binding upon the Contractor. If the Board considers it necessary so to do, it may refer to a "technically qualified person" any Contract Motor Vehicle the Purchaser considers to be not in accordance with the Contract. The decision of "technically qualified person" shall be final and binding upon both parties, and the expenses of such reference shall be paid by the party against whom the decision is given.

17. *Service of Notices:*

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

18. *Security:*

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

19. *Return of Sales Information:*

The Contractor shall at the expiration of each period of six months from the commencement of the Contract furnish a return to the Board setting out details of all sales of Contract Motor Vehicles made to Purchasers during the six-month period.

20. *Property Damage:*

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

21. *Conditions of Labour:*

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

22. *Disclosure of Information:*

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

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

23. *Governing Law:*

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

## CONTRACTS ACCEPTED—(Series 1988-89)

Schedule No. 1/59

## LIGHT COMMERCIAL MOTOR VEHICLES

<i>Item No.</i>	<i>Description of Articles</i>	<i>Rate \$</i>	<i>Name of Contractor</i>
1.	<b>Utility (Passenger Derivative);</b> carrying capacity not less than 700kg; petrol engine not less than 4000cc; manual transmission <b>Ford Falcon Utility</b>		
	4.1 Litre Column Manual <sup>(1)</sup>	11 995	Ford Motor Company of Australia Limited
	Optional Equipment—		
	Automatic Transmission	801	
	Air Conditioning	1 046	
	Limited Slip Differential	246	
	Tow Pack	152	
	Tonneau Cover	(Std.)	
2.	<b>Utility;</b> carrying capacity not less than 950kg; petrol engine not less than 1900cc (diesel engine option if offered not less than 2150cc); manual transmission not less than 5 forward gears		
	<b>A. Toyota Hilux (petrol)</b>		Toyota Motor Sales Australia Limited
	Manual Model YN58R-MRQ <sup>(2)</sup>	9 728	
	Automatic Model YN58R-PRQ <sup>(2)</sup>	10 660	
	Optional Equipment—		
	Air Conditioning	1 058	
	Tonneau Cover	130	
	<b>B. Mitsubishi Triton (petrol)</b>		Mitsubishi Motors Australia Limited
	Manual Model MF3M27 <sup>(2)</sup>	9 895	
	Optional Equipment—		
	Air Conditioning	995	
	Limited Slip Differential	525	
	Tonneau Cover	185	
	<b>C. Toyota Hilux (diesel)</b>		Toyota Motor Sales Australia Limited
	Manual Model LN56R-MRQ <sup>(2)</sup>	11 129	
	Automatic Model LN56R-PRQ <sup>(2)</sup>	11 878	
	Optional Equipment—		
	Air Conditioning	1 083	
	Tonneau Cover	130	
	<b>D. Mitsubishi Triton (diesel)</b>		Mitsubishi Motors Australia Limited
	Manual Model MF1M27	11 250	
	Optional Equipment—		
	Air Conditioning	995	
	Limited Slip Differential	525	
	Tonneau Cover	185	
3.	<b>Cab/Chassis;</b> carrying capacity not less than 950 kg.; petrol engine not less than 1900cc (diesel engine if offered not less than 2150cc); manual transmission not less than 5 forward gears		
	<b>A. Toyota Hilux (petrol)</b>		Toyota Motor Sales Australia Limited
	Manual Model YN58R-MRQ3	9 263	
	Automatic Model YN58R-PRQ3	10 196	
	Optional Equipment—		
	Air Conditioning	1 058	

Deviation from desired equipment level:

- (1) rear window demister not fitted.  
(2) no tinted band on windscreen.

## Schedule No. 1/59—continued

## LIGHT COMMERCIAL MOTOR VEHICLES—continued

Item No.	Description of Articles	Rate \$	Name of Contractor
	<b>B. Mitsubishi Triton (petrol)</b>		
	Manual Model MF3M20 <sup>(3)</sup>	9 431	Mitsubishi Motors Australia Limited
	Optional Equipment—		
	Air Conditioning	995	
	Limited Slip Differential	525	
	<b>C. Toyota Hilux (diesel)</b>		
	Manual Model LN56R—MRQ3 <sup>(2)</sup>	10 656	Toyota Motor Sales Australia Limited
	Automatic Model LN56R—PRQ3 <sup>(2)</sup>	11 407	
	Optional Equipment—		
	Air Conditioning	1 083	
	<b>D. Mitsubishi Triton (diesel)</b>		
	Manual Model MF1M20	10 745	
	Optional Equipment—		
	Air Conditioning	995	
	Limited Slip Differential	525	
4.	Utility Dual Cabin; petrol engine not less than 1990cc (diesel engine option if offered not less than 2150cc); manual transmission not less than 5 forward gears		
	<b>A. Mitsubishi Triton (petrol)</b>		
	Manual Model MF3M47 <sup>(2)</sup>	11 661	Mitsubishi Motors Australia Limited
	Optional Equipment—		
	Air Conditioning	995	
	Limited Slip Differential	525	
	Tonneau Cover	148	
	<b>B. Toyota Hilux (petrol)</b>		
	Manual Model YN58R—MRPQ	11 807	Toyota Motor Sales Australia Limited
	Optional Equipment—		
	Air Conditioning	1 058	
	Tonneau Cover	110	
	<b>C. Toyota Hilux (diesel)</b>		
	Manual Model LN56R—MRPQ	12 938	Toyota Motor Sales Australia Limited
	Optional Equipment—		
	Air Conditioning	1 083	
	Tonneau Cover	110	
	<b>D. Nissan Navara (diesel)</b>		
	Manual Model URGD21FM41	13 207	
	Optional Equipment—		
	Air Conditioning	1 045	
5.	Panel Van (Passenger Derivative); carrying capacity not less than 700kg; petrol engine not less than 4000cc; manual transmission		
	<b>Ford Falcon 4.1 Column Manual<sup>(1)</sup></b>	12 228	Ford Motor Company of Australia Limited
	Optional Equipment—		
	Automotive Transmission	801	
	Air Conditioning	1 046	
	Limited Slip Differential	246	
	Tow Pack	152	

Deviation from desired equipment level:

- (1) rear window demister not fitted.
- (2) no tinted band on windscreen.
- (3) rear window demister not fitted, fuel cap not fitted with a lock.

## Schedule No. 1/59—continued

## LIGHT COMMERCIAL MOTOR VEHICLES—continued

Item No.	Description of Articles	Rate \$	Name of Contractor
6.	<b>Panel Van (Commercial) short wheel base; carrying capacity not less than 1000kg; petrol engine not less than 1400cc; wheel base not less than 2050 mm or more than 2240mm; manual transmission; single rear wheels</b>		
	<b>A. Mitsubishi Express (petrol)</b>		
	Manual Model SF1M38 <sup>(2)</sup>	10 743	Mitsubishi Motors Australia Limited
	Automatic Model SF2M38 <sup>(2)</sup>	11 641	
	Optional Equipment—		
	Air Conditioning	990	
	Additional Windows (each)	90	
	Additional Seats/Seat Belts (3 seater fixed)	485	
	Internal Safety Screen	158	
	<b>B. Toyota Liteace (petrol)</b>		
	Manual Model KM36RV-JRBEQ <sup>(2)</sup>	10 780	Toyota Motor Sales Australia Limited
	Automatic Model YM35RV-PRSBEQ <sup>(2)</sup>	13 066	
	Optional Equipment—		
	Air Conditioning	1 060	
	Additional Windows (4 fixed)	340	
	Additional Seat/Seat Belts (3 seater fixed)	475	
	Internal Safety Screen	125	
7.	<b>Panel Van (Commercial) medium wheel base; carrying capacity not less than 1000kg; petrol engine not less than 1900cc (diesel engine if offered not less than 2250mm or more than 2440mm); manual transmission; single rear wheels</b>		
	<b>A. Nissan Vanette (petrol)</b>		
	Manual Model BRC22FM <sup>(3)</sup>	11 211	Nissan Motor Company (Australia) Pty. Ltd.
	Automatic Model BRC22AM <sup>(3)</sup>	12 121	
	Optional Equipment—		
	Air Conditioning	1 278	
	Additional Windows	390	
	Additional Seats	360	
	Additional Seat Belts (each)	32	
	Internal Safety Screen	160	
	<b>B. Mitsubishi Express (petrol)</b>		
	Manual Model SF1M99 <sup>(2)</sup>	11 511	Mitsubishi Motors Australia Limited
	Automatic Model SF2M99 <sup>(2)</sup>	12 410	
	Optional Equipment—		
	Air Conditioning	990	
	Additional Windows (each)	95	
	Additional Seats/Seat Belts (3 seater fixed)	485	
	<b>Panel Van (diesel)</b>		No Contract (Purchase Regulation 84)

Deviation from desired equipment level:

(2) no tinted band on windscreen.

(3) does not have quartz halogen headlights.

## Schedule No. 1/59—continued

## LIGHT COMMERCIAL MOTOR VEHICLES—continued

Item No.	Description of Articles	Rate \$	Name of Contractor
8.	<b>Panel Van (Commercial) long wheel base;</b> carrying capacity not less than 1000kg; petrol engine not less than 1950cc (diesel engine if offered not less than 2150cc); wheel base not less than 2450mm; manual transmission; single rear wheels		
	<b>A. Mazda E2000 (petrol)</b>	12 663	
	Optional Equipment—		
	Automatic Transmission	1 050	} Mazda Australia Pty. Ltd.
	Air Conditioning	1 100	
	Additional Windows (4 fixed)	276	
	Additional Seats/Seat Belts (3 seats)	538	
	Internal Safety Screen	180	
	<b>B. Mazda E2200 (Diesel)</b>	13 913	
	Optional Equipment—		
	Automatic Transmission	1 050	} Mazda Australia Pty. Ltd.
	Air Conditioning	1 100	
	Additional Windows (4 fixed)	276	
	Additional Seats/Seat Belts (3 seats)	538	
	Internal Safety Screen	180	
9.	<b>Utility, 4 Wheel Drive;</b> carrying capacity not less than 950kg; petrol engine not less than 2200cc (diesel engine if offered not less than 2200cc); manual transmission not less than 5 forward gears; wheel base not less than 2800mm		
	<b>A. Toyota Hilux (petrol)</b>	13 388	
	Model YN67R-MRQ <sup>(2)</sup>		} Toyota Motor Sales Australia Limited
	Optional Equipment—		
	Air Conditioning	1 058	
	Tonneau Cover	130	
	<b>B. Nissan Navara (petrol)</b>	13 700	
	Model NMD21FMY <sup>(1)</sup>		} Nissan Motor Company (Australia) Pty. Ltd.
	Optional Equipment—		
	Air Conditioning	1 045	
	Tonneau Cover	165	
	<b>C. Toyota Hilux (diesel)</b>	14 502	
	Model LN65R-MRQ <sup>(2)</sup>		} Toyota Motor Sales Australia Limited
	Optional Equipment—		
	Air Conditioning	1 083	
	Tonneau Cover	130	
	<b>D. Nissan Navara (diesel)</b>	14 716	
	Model BMD21FMBY <sup>(1)</sup>		} Nissan Motor Company (Australia) Pty. Ltd.
	Optional Equipment—		
	Air Conditioning	1 045	
	Tonneau Cover	165	

Deviation from desired equipment level:

- (1) rear window demister not fitted.  
(2) no tinted band on windscreen.

## Schedule No. 1/59—continued

## LIGHT COMMERCIAL MOTOR VEHICLES—continued

Item No.	Description of Articles	Rate \$	Name of Contractor
10.	<b>Cab/Chassis, 4 Wheel Drive;</b> carrying capacity not less than 950kg; petrol engine not less than 2200cc (diesel engine if offered not less than 2200cc); manual transmission not less than 5 forward gears; wheel base not less than 2800mm		
	<b>A. Toyota Hilux (petrol)</b> Model YN67R-MRQ <sup>(2)</sup> Optional Equipment— Air Conditioning	12 926 1 058	Toyota Motor Sales Australia Limited
	<b>B. Nissan Navara (petrol)</b> Model NMD21FMAY <sup>(3)</sup> Optional Equipment— Air Conditioning	13 148 1 045	
	<b>C. Toyota Hilux (diesel)</b> Model LN65R-MRQ <sup>(2)</sup> Air Conditioning	13 931 1 083	Toyota Motor Sales Australia Limited
	<b>D. Nissan Navara (diesel)</b> Model BMD21FMABY <sup>(3)</sup> Optional Equipment— Air Conditioning	14 158 1 045	Nissan Motor Company (Australia) Pty. Ltd.
11.	<b>Utility Dual Cabin 4 Wheel Drive;</b> petrol engine not less than 2200cc (diesel engine if offered not less than 2200cc); manual transmission not less than 5 forward gears; wheel base not less than 2800mm		
	<b>A. Toyota Hilux (petrol)</b> Model YN67R-MRPQ <sup>(2)</sup> Optional Equipment— Air Conditioning Tonneau Cover	15 295 1 058 100	Toyota Motor Sales Australia Limited
	<b>B. Mitsubishi Triton (petrol)</b> Model MF3V47 <sup>(2)</sup> Optional Equipment— Air Conditioning Tonneau Cover	15 566 995 148	
	<b>C. Toyota Hilux (diesel)</b> Model LN65R-MRPQ Optional Equipment— Air Conditioning Tonneau Cover	16 112 1 083 100	Toyota Motor Sales Australia Limited
	<b>D. Nissan Navara (diesel)</b> Model UBMD21FMBY41 <sup>(1)</sup> Optional Equipment— Air Conditioning Tonneau Cover	16 530 1 045 165	Nissan Motor Company (Australia) Pty. Ltd.

Deviation from desired equipment level:

- (1) rear window demister not fitted.
- (2) no tinted band on windscreen.
- (3) rear window demister not fitted, fuel cap not fitted with a lock.

## Schedule No. 1/59—continued

## LIGHT COMMERCIAL MOTOR VEHICLES—continued

Item No.	Description of Articles	Rate \$	Name of Contractor
12.	<b>Hard Top, 4 Wheel Drive;</b> minimum seating capacity of three with provision for additional seats, petrol engine developing not less than 100kW (DIN) power and not less than 280nM (DIN) torque; diesel engine if offered developing not less than 75kW (DIN) power and not less than 240nM (DIN) torque; wheel base not less than 2900mm; manual transmission with 5 forward gears		
	<b>A. Toyota Landcruiser (petrol)</b>		
	Model FJ75RV-MRQ—3 Seater	19 653	Toyota Motor Sales Australia Limited
	Model FJ75RV-MRQ—6 Seater	20 506	
	Model FJ75RV-MRQ—11 Seater	20 049	
	Optional Equipment—		
	Air Conditioning	1 133	
	Auxiliary fuel tank and snorkel air cleaner	338	
	<b>B. Toyota Landcruiser (diesel)</b>		
	Model HJ75RV-MRQ—3 Seater	22 384	
	Model HJ75RV-MRQ—6 Seater	23 238	
	Model HJ75RV-MRQ—11 Seater	22 782	
	Optional Equipment—		
	Air Conditioning	1 246	
	Auxiliary fuel tank and snorkel air cleaner	338	
13.	<b>Utility, 4 Wheel Drive;</b> carrying capacity not less than 950kg; diesel engine developing not less than 75kW (DIN) power and not less than 240nM (DIN) torque; wheel base not less than 2900mm; manual transmission with 5 forward gears		
	<b>A. Nissan Patrol</b>		
	Model URGY60SFPAY	19 700	Nissan Motor Company (Australia) Pty. Ltd.
	Optional Equipment—		
	Air Conditioning	1 475	
	Tonneau Cover	220	
	<b>B. Toyota Landcruiser</b>		
	Model HJ75RP-MRQ	20 758	Toyota Motor Sales Australia Limited
	Optional Equipment—		
	Air Conditioning	1 192	
	Tonneau Cover	140	
	Auxiliary fuel tank and snorkel air cleaner	338	
14.	<b>Cab/Chassis, 4 Wheel Drive;</b> carrying capacity not less than 950kg; petrol engine developing not less than 100kW (DIN) power and not less than 280nM (DIN) torque; diesel engine if offered developing not less than 75kW (DIN) power and not less than 240nM (DIN) torque; wheel base not less than 2900mm; manual transmission with 5 forward gears		
	<b>A. Nissan Patrol (petrol)</b>		
	Model UGY60AFMPAX	16 595	Nissan Motor Company (Australia) Pty. Ltd.
	Optional Equipment—		
	Air Conditioning	1 475	
	<b>B. Toyota Landcruiser (Petrol)</b>		
	Model FJ75RP-MRQ3	17 023	Toyota Motor Sales Australia Limited
	Optional Equipment—		
	Air Conditioning	1 133	
	Auxiliary fuel tank and snorkel air cleaner	338	

## Schedule No. 1/59—continued

## LIGHT COMMERCIAL MOTOR VEHICLES—continued

Item No.	Description of Articles	Rate \$	Name of Contractor
	<b>C. Nissan Patrol (diesel)</b>		
	Model URGY60ASFMPAY	19 126	Nissan Motor Company (Australia) Pty. Ltd.
	Optional Equipment— Air Conditioning	1 475	
	<b>D. Toyota Landcruiser (diesel)</b>		
	Model HJ75RP-MRQ3	19 626	Toyota Motor Sales Australia Limited
	Optional Equipment— Air Conditioning	1 192	
	Auxiliary fuel tank and snorkel air cleaner	338	
15.	<b>Station Wagon, 4 Wheel Drive; 4 door, not less than 6 seats; petrol engine developing not less than 100kW (DIN) power and not less than 280nM (DIN) torque; diesel engine if offered developing not less than 75kW (DIN) power and not less than 240nM (DIN) torque; wheel base not less than 2700mm; manual transmission with 5 forward gears</b>		
	<b>A. Nissan Patrol (petrol)</b>	20 488	Nissan Motor Company (Australia) Pty. Ltd.
	Model WGY60LSMPAI Optional Equipment— Air Conditioning	1 475	
	<b>B. Toyota Landcruiser (petrol)</b>	20 986	Toyota Motor Sales Australia
	Model FJ62RG-MRCQ Optional Equipment— Air Conditioning	1 280	
	<b>C. Nissan Patrol (Diesel)</b>	22 002	Nissan Motor Company (Australia) Pty. Ltd.
	Model WRGY60LSMPFF Optional Equipment— Air Conditioning	1 475	
	<b>D. Toyota Landcruiser (diesel)</b>	22 380	Toyota Motor Sales Australia Limited
	Model HJ60RG-MRCQ Optional Equipment— Air Conditioning	1 324	
16.	<b>Passenger Mini-Bus, Small; capacity not less than six passengers (excluding driver); petrol engine not less than 1780cc; wheel base not less than 2050mm; manual transmission; single rear wheels</b>		
	<b>A. Mitsubishi Starwagon GL</b>		Mitsubishi Motors Australia Limited
	Manual Model SF1M35 <sup>(2)</sup>	12 710	
	Automatic Model SF2M35 <sup>(2)</sup> Optional Equipment— Air Conditioning	13 595 990	
17.	<b>Passenger Mini-Bus, Medium; capacity not less than 10 passengers (excluding driver); petrol engine not less than 2200cc (diesel engine if offered not less than 2400cc); wheel base not less than 2645mm; manual transmission; single rear wheels</b>		
	<b>A. Toyota Commuter (petrol)</b>	17 208	Toyota Motor Sales Australia Limited
	Model YH73RB-QRQ Optional Equipment— Air Conditioning	2 228	
	Additional Seat Belts each)	36	

Deviation from desired equipment level:  
(2) no tinted band on windscreen.



## Schedule No. 1/59—continued

## LIGHT COMMERCIAL MOTOR VEHICLES—continued

Item No.	Description of Articles	Rate \$	Name of Contractor
	<b>B. Nissan Urvan (petrol)</b>		
	Model WNGE24DFMY	17 327	} Nissan Motor Company (Australia) Pty. Ltd.
	Optional Equipment—		
	Air Conditioning	1 477	
	Additional Seat Belts (each)	32	
	<b>C. Toyota Commuter (diesel)</b>		
	Model LH71RB-QRQ	18 585	} Toyota Motor Sales Australia Limited
	Optional Equipment—		
	Air Conditioning	2 228	
	Additional Seat Belts (each)	36	
	<b>D. Nissan Urvan (diesel)</b>		
	Model WRGE-24DFMY	18 901	} Nissan Motor Company (Australia) Pty. Ltd.
	Optional Equipment—		
	Air Conditioning	1 477	
	Additional Seat Belts (each)	32	
18.	<b>Passenger Mini-Bus, Large;</b> capacity not less than 17 passengers (excluding driver); diesel engine not less than 3250 cc; wheel base not less than 3100mm; manual transmission		
	<b>Mazda T3500 Bus</b>	27 613	} Mazda Australia Pty. Ltd.
	Optional Equipment—		
	Air Conditioning—multi point ducted	6 250	
	Additional Seat Belts (all positions)	750	
19.	<b>Light Truck Range;</b> vehicles with gross vehicle mass of between 2750kg and 7300kg comprising single cab/chassis and dual cab/chassis. The range of vehicles sought should conform to the following minimum specification: Engine diesel developing a maximum power of not less than 55kW (DIN) and a maximum torque of not less than 156nM (DIN); engine petrol if offered should develop a max. power of not less than 135nM (DIN); transmission not less than 5 forward gears incorporating an overdrive No Contract.		(Purchase Regulation 84)





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