



# Victoria Government Gazette

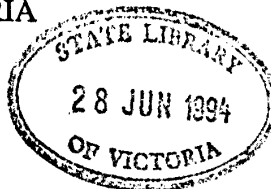
No. P10 Monday 20 June 1994  
By Authority L. V. North, Government Printer Melbourne

PERIODICAL

STATE TENDER BOARD VICTORIA

CONTRACTS ACCEPTED

SCHEDULE NOS. 4/31 AND 4/32



## FUNERALS OF DESTITUTE PERSONS

AND

## REMOVAL OF DECEASED PERSONS TO MELBOURNE CITY MORTUARY

## MELBOURNE AND METROPOLITAN AREAS

FROM : 1 JULY 1994 TO 30 JUNE 1996

N L JORDAN  
*Secretary to the Tender Board*

## STATE TENDER BOARD VICTORIA

## CONTRACTS ACCEPTED

Schedule No. 4/31

FUNERALS OF DESTITUTE PERSONS  
(MELBOURNE AND METROPOLITAN AREA)

Contract Period : 1 July 1994 to 30 June 1996

1994/96-579—Le Pine Funeral Services Pty Ltd, 741 High Street, Kew East, Vic. 3102.  
Telephone No. 859 9431. Facsimile No. 859 7109.

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

	\$	
Adult . . . . .	150.00	
Child above five years and under fourteen . . .	140.00	Le Pine Funeral Services
Child five years and under (including still-born)..	130.00	Pty Ltd
Under Clause 3.5		
Adult . . . . .	150.00	Le Pine Funeral Services
Child above five years and under fourteen . . .	140.00	Pty Ltd
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)

	\$	
Adult . . . . .	150.00	
Child above five years and under fourteen . . .	140.00	Le Pine Funeral Services
Child five years and under (including still-born)	130.00	Pty Ltd
Under Clause 3.5		
Adult . . . . .	150.00	Le Pine Funeral Services
Child above five years and under fourteen . . .	140.00	Pty Ltd
Child five years and under (including still-born .	130.00	

Particulars	Amount	Name of Contractor
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**OUTER EASTERN REGION**

Funerals from the following :

Shire —Healesville, Lilydale

	\$	
Adult . . . . .	.150.00	
Child above five years and under fourteen . . .	.140.00	Le Pine Funeral Services
Child five years and under (including still-born)	130.00	Pty Ltd

## Under Clause 3.5

Adult . . . . .	.150.00	
Child above five years and under fourteen . . .	.140.00	Le Pine Funeral Services
Child five years and under (including still-born)	.130.00	Pty Ltd

**NORTH EASTERN REGION**

Funerals from the following :

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

Shire —Eltham

	\$	
Adult . . . . .	.150.00	
Child above five years and under fourteen . . .	.140.00	Le Pine Funeral Services
Child five years and under (including still-born)	130.00	Pty Ltd

## Under Clause 3.5

Adult . . . . .	.150.00	
Child above five years and under fourteen . . .	.140.00	Le Pine Funeral Services
Child five years and under (including still-born)	.130.00	Pty Ltd

**NORTH CENTRAL REGION**

Funerals from the following :

Cities — Brunswick, Coburg, Melbourne and Preston

Shire —Diamond Valley and Whittlesea

	\$	
Adult . . . . .	.150.00	
Child above five years and under fourteen . . .	.140.00	Le Pine Funeral Services
Child five years and under (including still-born)	130.00	Pty Ltd

## Under Clause 3.5

Adult . . . . .	.150.00	
Child above five years and under fourteen . . .	.140.00	Le Pine Funeral Services
Child five years and under (including still-born)	.130.00	Pty Ltd

Particulars	Amount	Name of Contractor
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**NORTH WESTERN REGION**

Funerals from the following :

Cities — Altona, Broadmeadows, Essendon, Footscray, Keilor, Sunshine and Williamstown  
Shire — Bulla, Melton and Werribee

	\$	
Adult . . . . .	150.00	
Child above five years and under fourteen . . .	140.00	Le Pine Funeral Service
Child five years and under (including still-born)	130.00	Pty Ltd
Under Clause 3.5		
Adult . . . . .	150.00	
Child above five years and under fourteen . . .	140.00	Le Pine Funeral Services
Child five years and under (including still-born)	130.00	Pty Ltd

**SOUTHERN REGION**

Funerals from the following :

Cities — Chelsea, Dandenong, Moorabbin, Mordialloc, Sandringham and Springvale

	\$	
Adult . . . . .	150.00	
Child above five years and under fourteen . . .	140.00	Le Pine Funeral Services
Child five years and under (including still-born)	130.00	Pty Ltd
Under Clause 3.5		
Adult . . . . .	150.00	
Child above five years and under fourteen . . .	140.00	Le Pine Funeral Services
Child five years and under (including still-born)	130.00	Pty Ltd

**OUTER SOUTHERN REGION**

Funerals from the following :

City — Berwick  
Shires — Cranbourne, Pakenham

	\$	
Adult . . . . .	150.00	
Child above five years and under fourteen . . .	140.00	Le Pine Funeral Services
Child five years and under (including still-born)	130.00	Pty Ltd
Under Clause 3.5		
Adult . . . . .	150.00	
Child above five years and under fourteen . . .	140.00	Le Pine Funeral Services
Child five years and under (including still-born)	130.00	Pty Ltd

Particulars	Amount	Name of Contractor
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## PENINSULA REGION

Funerals from the following :

City — Frankston

Shires — Flinders, Hastings and Morington

	\$	
Adult . . . . .	.150.00	
Child above five years and under fourteen . . .	.140.00	Le Pine Funeral Services
Child five years and under (including still-born)	130.00	Pty Ltd

## Under Clause 3.5

Adult . . . . .	.150.00	
Child above five years and under fourteen . . .	.140.00	Le Pine Funeral Services
Child five years and under (including still-born)	.130.00	Pty Ltd

APPROVED—STATE TENDER BOARD—3 JUNE 1994

**STATE TENDER BOARD VICTORIA****CONDITIONS OF CONTRACT****SCHEDULE NO. 4/31****FUNERALS OF DESTITUTE PERSONS****(Melbourne and Metropolitan Area)****1. DEFINITIONS:**

- 1.1 "Board" means the State Tender Board of Victoria.
- 1.2 "Contract" means the contract to which these conditions have been attached.
- 1.3 "Contract Price" means the price the Board has accepted for the funeral or the price of the funeral as varied by the Board in accordance with these Conditions of Contract.
- 1.4 "Contractor" means the party specified in the contract as the "Contractor".
- 1.5 "Order" means a requirement in writing from the Coroner, Coroner's Clerk or a member of the Victoria Police Force or by a person duly authorised by the State Coroner.
- 1.6 "Punctually" means arriving or taking place at an arranged time.
- 1.7 "Person" shall include a corporation.
- 1.8 "Coroner" means the Coroner of the State of Victoria.
- 1.9 "Coroner's Clerk" means a person duly authorised by the Coroner.
- 1.10 "Police" means a member of the Victoria Police Force.
- 1.11 "Schedule" means the Schedule (of which these conditions shall form part of) to the contract.
- 1.12 "State" means the Crown in right of the State of Victoria.
- 1.13 Masculine gender shall be deemed and taken to include females, and the singular to include the plural, and the plural the singular.

**2. ORDERS:**

- 2.1 The services are to be performed upon an order signed by the Coroner, Coroner's Clerk or by a member of the Victoria Police Force (hereinafter called "the Police"). 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 shall be correspondingly reduced.
- 2.2 No claim shall be allowed under the Contract for any funeral where the Contractor receives or arranges for any payment whatever from the relatives or friends of the deceased but, in the event of relatives or friends desiring to have the deceased buried in private ground, while availing themselves of the Contract funeral they shall, in such case, pay all cemetery charges.

**3. SUPPLY OF SERVICES:**

- 3.1 Funerals shall be of the most economical description consistent with propriety. The conveyance to be provided shall be a hearse for an adult and a suitable covered 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 State Tender Board (hereinafter called "the Board") against the Contractor, the Board may terminate the Contract.
- 3.2 The body of the deceased shall be taken direct to the cemetery designated in the order for burial.

**3. SUPPLY OF SERVICES - continued**

- 3.3 The body of the deceased, shall be conveyed to the necropolis, Springvale for 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 a region or area north of the Yarra River. The 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.
- 3.4 Coffins for funerals shall be waterproof and sufficiently long, deep, wide and substantial to bear the deceased. The deceased is to be covered with a suitable material. Coffin lids shall be fastened down with screws. Coffins shall be properly lowered into the graves and the graves filled.
- 3.5 In cases of burials of bodies which are 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 Police, be placed in watertight coffins and hermetically sealed, such coffins to be provided by the Contractor.
- 3.6 Graves shall be dug to the proper depth and in accordance with respective Cemeteries' Regulations.
- 3.7 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.

**3. SUPPLY OF SERVICES - continued**

- 3.8 When burials are required to take place on Sundays the Contractor shall comply with the order without delay. Any additional charges by the cemetery authorities shall be paid by the Contractor who shall be reimbursed on producing the receipt for the payment.
- 3.9 The attendance of a Minister of the denomination of the deceased as named in the order for the burial shall, if practicable, be provided and the Contractor shall inform the Police of the hour when the funeral service shall take place so that the relatives or friends of the deceased may attend at the cemetery if they so wish. The Contractor shall pay the Minister's fee for reading the burial service, if claimed, and shall be reimbursed the amount on producing the Minister's receipt. The charge should be included in the account for the funeral.
- 3.10 However, should the religious belief of the deceased preclude the burial being carried out in accordance with Clause 3.9 as regards the attendance of an officiating clergyman, the relatives or 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 of the demise in which case, when practicable, the Consul may provide for such service as is considered necessary.

**3. SUPPLY OF SERVICES - continued**

- 3.11 Under no circumstances shall the Contractor be permitted to use any undue or improper influence on the relatives or friends 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 and the forfeiture of any security money. The decision of the Board whether any breach of this condition has taken place shall be final and conclusive.
- 3.12 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.
- 3.13 The Contractor and all persons employed by the Contractor shall at all times observe and conform to the highest standards of professional conduct when performing this contract.

**4. PRICE:**

Subject to the provisions of sub-clauses 3.8, 3.9 and Clause 5, the Contractor shall be paid the Contract Price for the burial and the Contract Price shall, unless otherwise provided, include all charges incurred in connection with the burial.

**5. PRICE VARIATIONS:**

- 5.1 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.

**5. PRICE VARIATIONS: - continued**

- 5.2 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 date of the submission of satisfactory supporting documents.
- 5.3 Notwithstanding the foregoing the Board may in its absolute discretion grant or refuse a claim for a price variation in whole or in part.
- 5.4 The Board may if it sees fit terminate the Contract upon an application for a price variation.

**6. BANKRUPTCY ETC. OF CONTRACTOR:**

Where a Contractor:

- 6.1 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
- 6.2 being an individual becomes bankrupt; or
- 6.3 being a corporation enters into voluntary or compulsory liquidation; or



**6. BANKRUPTCY ETC. OF**

**CONTRACTOR: - continued**

- 6.4 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 (hereinafter called "the State").

**7. TERMINATION:**

- 7.1 If either party fails to comply with the provisions of this Contract then the other party may terminate this Contract forthwith by notice in writing to the defaulting party.
- 7.2 Under no circumstances shall the Contractor be permitted to abandon his Contract. In the event of the Contractor failing to carry on the Contract any security money shall, be forfeited and, in addition, the Contractor shall be held liable for any loss which the State may sustain in consequence of such failure.

**8. PAYMENT:**

- 8.1 Accounts, accompanied by a certificate that the burial service has been duly performed, are to be forwarded to the Police Station ordering the service.
- 8.2 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 services have been rendered prior to the receipt of the invoice.

**8. PAYMENT: - continued**

- 8.2 Where services are 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 services were rendered."

**9. 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.

**10. 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 acknowledgment 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.

**11. 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.

**12. 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.

**13. 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 Industrial Relations Commission or the relevant award of the State Legislation.

**14. DISCLOSURE OF INFORMATION:**

- 14.1 The Board retains a discretionary right whether to disclose successful tender details and prices or not.
- 14.2 The fact that the Contractor has been successful in obtaining the Contract shall not be the subject of any advertisement by the Contractor.

**15. GOVERNING LAW:**

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

## CONTRACTS ACCEPTED

## SCHEDULE NO. 4/32

REMOVALS OF DECEASED PERSONS TO MELBOURNE CITY MORTUARY  
MELBOURNE AND METROPOLITAN AREAS

Contract from 1 July 1994 to 30 June 1996

1994/1996-573—Le Pine Funeral Services Pty Ltd, 741 High Street, Kew East, Vic. 3102.  
Telephone : 859 9431, Facsimile : 859 71091994/1996-574—Nelson Bros Funeral Services Pty Ltd, 7 Droop Street, (PO Box 2237), Footscray,  
Vic. 3011. Telephone : 687 1301, Facsimile : 687 8406

Particulars	Amount	Name of Contractor
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## 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 . . . . .	40.00	Le Pine Funeral Services
Child under ten years . . . . .	40.00	Pty Ltd

## 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 . . . . .	40.00	Le Pine Funerals Services
Child under ten years . . . . .	40.00	Pty Ltd

## OUTER EASTERN REGION

Removals to the Melbourne City Mortuary from the following :

Shire—Healesville, Lilydale

	\$	
Adult . . . . .	40.00	Le Pine Funerals Services
Child under ten years . . . . .	40.00	Pty Ltd

Particulars	Amount	Name of Contractor
-------------	--------	--------------------

**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 . . . . .	40.00	Le Pine Funeral Services
Child under ten years . . . . .	40.00	Pty Ltd

**NORTH CENTRAL REGION**

Removals to the Melbourne City Mortuary from the following :

Cities—Brunswick, Coburg, Melbourne and Preston  
Shire—Diamond Valley and Whittlesea

	\$	
Adult . . . . .	40.00	Le Pine Funeral Services
Child under ten years . . . . .	40.00	Pty Ltd

**NORTH WESTERN REGION**

Removals to the Melbourne City Mortuary from the following :

Cities—Altona, Broadmeadows, Essendon, Footscray, Keilor, Sunshine and Williamstown  
Shire—Bulla, Melton and Werribee

	\$	
Adult . . . . .	30.00	Nelson Bros Funeral
Child under ten years . . . . .	30.00	Services Pty Ltd

**SOUTHERN REGION**

Removals to the Melbourne City Mortuary from the following :

Cities—Chelsea, Dandenong, Moorabbin, Mordialloc, Sandringham and Springvale

	\$	
Adult . . . . .	40.00	Le Pine Funeral Services
Child under ten years . . . . .	40.00	Pty Ltd

Particulars	Amount	Name of Contractor
-------------	--------	--------------------

## OUTER SOUTHERN REGION

Removals to the Melbourne City Mortuary from the following :

Cities—Berwick

Shires—Cranbourne, Pakenham

	\$	
Adult . . . . .	40.00	Le Pine Funeral Services
Child under ten years . . . . .	40.00	Pty Ltd

## PENINSULA REGION

Removals to the Melbourne City Mortuary from the following :

Cities—Frankston

Shires—Flinders, Hastings and Mornington

	\$	
Adult . . . . .	...	No Contract
Child under ten years . . . . .	...	No Contract

APPROVED—STATE TENDER BOARD—3 JUNE 1994

**STATE TENDER BOARD VICTORIA****CONDITIONS OF CONTRACT****SCHEDULE NO. 4/32****REMOVALS OF DECEASED PERSONS  
TO MELBOURNE CITY MORTUARY  
(Melbourne and Metropolitan Area)****1. DEFINITIONS:**

- 1.1 "Board" means the State Tender Board of Victoria.
- 1.2 "Contract" means the contract to which these conditions have been attached.
- 1.3 "Contract Price" means the price the Board has accepted for the removal of the deceased person or the price of the removal as varied by the Board in accordance with these Conditions of Contract.
- 1.4 "Contractor" means the party specified in the contract as the "Contractor".
- 1.5 "Order" means a requirement in writing from the Coroner, Coroner's Clerk or a member of the Victoria Police Force or by a person duly authorised by the State Coroner.
- 1.6 "Punctually" means arriving or taking place at an arranged time.
- 1.7 "Mortuary" means the Melbourne City Mortuary.
- 1.8 "Person" shall include a corporation.
- 1.9 "Coroner" means the Coroner of the State of Victoria.
- 1.10 "Coroner's Clerk" means a person duly authorised by the Coroner.
- 1.11 "Police" means a member of the Victoria Police Force.
- 1.12 "Schedule" means the Schedule (of which these conditions shall form part of) to the contract.
- 1.13 "State" means the Crown in right of the State of Victoria.
- 1.14 Masculine gender shall be deemed and taken to include females, and the singular to include the plural, and the plural the singular.

**2. ORDERS:**

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

**3. SUPPLY OF SERVICE:**

- 3.1 All vehicles and equipment used by the Contractor in performing this contract shall:
  - 3.1.1 Be suitable and ample to provide a prompt and efficient service.
  - 3.1.2 Be clean and tidy and regularly maintained.
  - 3.1.3 Be fit for the purpose of carrying bodies of deceased persons ("bodies") to mortuaries.
  - 3.1.4 Be of such design and construction that bodies carried therein shall not be exposed to view.
- 3.2 Upon a request and the issue of an order from the Coroner, Coroner's Clerk or the Police the Contractor shall punctually remove a body from the region or area contracted for at any hour and on any day. Should the Contractor fail to attend to the removal of the body punctually the removal may be carried out by another person and the Contractor shall be liable to the State for any additional expense incurred by the State over and above that sum which would have been paid to the Contractor carrying out the removal.

**3. SUPPLY OF SERVICE - continued**

- 3.3 When it becomes necessary to remove a body to a Mortuary and the next of kin present or the legal personal representative of the deceased person makes a request in person to the Police to be allowed to employ the family undertaker to conduct such removal the Police may, at their discretion, accede to such request provided such removal is effected at no cost to the State and is carried out under the supervision of the Police.
- 3.4 The Contractor shall provide two persons for the purpose of removing a body to a vehicle and from a vehicle to the Mortuary.
- 3.5 The Contractor shall take all reasonable precautions to prevent offensiveness from decomposition of a body but in no case shall any disinfectant be used without the prior written authority of the medical officer performing the postmortem examination.
- 3.6 The Contractor or any person employed by the Contractor shall not use or attempt to use any influence with the relatives of friends of or any other person connected or associated with the deceased person for the purpose of being engaged to conduct the funeral of the deceased.
- 3.7 In the event of an emergency the Contract shall not be considered breached, infringed or vitiated by the State if a body is removed to a mortuary by the State or a person other than the Contractor.
- 3.8 The Contractor and all persons employed by the Contractor shall at all times observe and conform to the highest standards of professional conduct when performing this contract.

**4. PRICE:**

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

**5. PRICE VARIATIONS:**

- 5.1 Where the Contractor has included a provision for a variation in the price, the State may on application by the Contractor approve a variation in the price.
- 5.2 Where an application for a variation in the price is approved by the State the variation shall take effect 14 days from the date of application for approval, provided that where documents in support of an application for a price variation are not submitted with the application the effective date of the variation shall be 14 days from the date of the date of the submission of satisfactory supporting documents.
- 5.3 Notwithstanding the foregoing the Board may in its absolute discretion grant or refuse a claim for a price variation in whole or in part.
- 5.4 The Board may if it sees fit terminate the Contract upon an application for a price variation.

**6. PAYMENT:**

The Contractor shall forward invoices to the State Coroner's Office for verification and transmission for payment. Where specific creditor's terms are not positively stated in writing and accepted by the Board the following terms of payment shall apply:  
"Settlement of accounts payable is scheduled to occur no later than 30 days after the end of the month in which a correctly rendered invoice is received provided that the services have been rendered prior to the receipt of the invoice."

**7. TERMINATION:**

- 7.1 If either party fails to comply with the provisions of this Contract then the other party may terminate this Contract forthwith by notice in writing to the defaulting party.
- 7.2 Under no circumstances shall the Contractor be permitted to abandon the Contract. In the event of the Contractor failing to carry out the Contract the Contractor shall be held liable for any loss which the State may sustain in consequence of such failure.

**8. SECURITY:**

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

**9. BANKRUPTCY ETC. OF CONTRACTOR:**

Where a Contractor:

- 9.1 assigns or sublets the Contract, or any part thereof, or assigns or mortgages, charges, or encumber, attempts to assign, mortgage, charge or encumber all or any of the moneys payable or to become payable under the Contract, or any other benefit whatsoever arising or which may arise under the Contract, without the consent in writing of the State being first obtained; or
- 9.2 being an individual becomes bankrupt; or
- 9.3 being a corporation enters into voluntary or compulsory liquidation; or
- 9.4 makes an assignment of his estate for the benefit of his creditors, or makes an arrangement or composition with his creditors; then and in every such case the State shall be entitled by notice in writing to terminate the Contract forthwith but without prejudice to any right of action or remedy which shall have accrued or which shall accrue thereafter in favour of the State.

**10. CONDITIONS OF LABOUR:**

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

**11. PROPERTY DAMAGE:**

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

**12. DISPUTES:**

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

**13. SERVICE OF NOTICES:**

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



**14. DISCLOSURE OF  
INFORMATION:**

- 14.1 The Board retains a discretionary right whether to disclose successful tender details and prices or not.
- 14.2 The fact that the Contractor has been successful in obtaining the Contract shall not be the subject of any advertisement by the Contractor.

**15. GOVERNING LAW:**

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

18 P 10 20 June 1994

*Victoria Government Gazette*



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